

**CARMEL RIVER FLOODPLAIN RESTORATION AND ENVIRONMENTAL  
ENHANCEMENT PROJECT**

**AMENDMENT AND COMPLETE RESTATEMENT  
OF MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (hereinafter "**MOU**" or "**2022 MOU**") is entered by and among the COUNTY OF MONTEREY, a political subdivision of the State of California, the MONTEREY COUNTY WATER RESOURCES AGENCY, the MONTEREY PENINSULA WATER MANAGEMENT DISTRICT, the CALIFORNIA STATE DEPARTMENT OF PARKS AND RECREATION, the MONTEREY PENINSULA REGIONAL PARK DISTRICT, and BIG SUR LAND TRUST, a California non-profit public benefit corporation (each a "**Party**" and collectively the "**Parties**"), effective as of the last date of signature by all Parties (the "**Effective Date**"), for the purpose of coordinating planning and construction activity and describing the Parties' roles for the proposed Carmel River Floodplain Restoration and Environmental Enhancement Project ("**Project**") as hereinafter described.

**RECITALS**

A. On November 24, 2010, the County of Monterey ("**County**"), the Monterey County Water Resources Agency, the Monterey Peninsula Water Management District, the California State Department of Parks and Recreation, and Big Sur Land Trust entered into a Memorandum of Understanding for the purpose of coordinating planning activity for the Project (the "**2010 MOU**"). This amendment and complete restatement of the 2010 MOU adds one party to the agreement, Monterey Peninsula Regional Park District, and updates the information and understandings set forth in the 2010 MOU. This 2022 MOU is intended to amend, completely restate, update and entirely supersede the 2010 MOU.

B. The lower reach of the Carmel River Basin was the site of multiple expensive and severe flooding incidents in 1958, 1995 and 1998. Since 1995, landowners and local agencies have been working collaboratively to develop a restoration concept for the lower Carmel River Basin to address flood control and environmental and habitat issues in the area.

C. In 2004, the California Department of Parks and Recreation implemented the first phase of lower Carmel River restoration with the Carmel River Lagoon Restoration Project at Carmel River State Beach on the west side of State Route 1 ("**SR 1**").

D. Beginning in 2007, Big Sur Land Trust obtained several sources of federal and state grant funds to assess the feasibility of and to develop conceptual design plans for the next phase of lower Carmel River restoration, connecting the floodplain west of SR 1 with proposed restoration east of the highway corridor. The resulting plan is

referred to as the Carmel River Floodplain Restoration and Environmental Enhancement Project (the “CRFREE Project” or “Project”). A schematic map of the area and the Project is attached as **Exhibit A** and incorporated for reference.

E. Since 2007, Big Sur Land Trust has entered into grant agreements for funding for the Project with the State Coastal Conservancy (including funds through the State Coastal Conservancy from the United States Fish and Wildlife Service), California Wildlife Conservation Board, California Department of Water Resources, National Fish and Wildlife Foundation, and United States Environmental Protection Agency.

F. The Project is located immediately east and west of SR 1, and on SR 1, just south of the existing Carmel River Bridge at the downstream end of the Carmel River Watershed, approximately one-half mile from the river mouth. (See map attached as **Exhibit B-1**.) The Project site is located on real property owned respectively by California Department of Transportation (Caltrans), California State Department of Parks and Recreation (State Parks), Big Sur Land Trust (BSLT), and Monterey Peninsula Regional Park District (MPRPD). Real property included in the Project area is more fully referenced in Recital S below and is legally described in **Exhibits B-2 through B-4**, attached hereto and incorporated herein by reference. The County will facilitate a temporary construction easement agreement on the property owned by Clinton Eastwood and Margaret Eastwood, and similar in format to **Exhibits C and D**, before the initiation of construction on the causeway portion of the Project, which is legally described in **Exhibit B-5**.

G. The Project consists of two proposed interdependent components: i) the Floodplain Restoration (Levee Removal/Enhancement Area); and ii) the Causeway:

- i. The Floodplain Restoration component consists of: (1) removal of approximately 1,470 linear feet of non-structural earthen levees on the south side of the Carmel River channel on property owned by Big Sur Land Trust; (2) grading of approximately 102 acres to restore the site’s ecological function as a floodplain by creating the hydrogeomorphic characteristics necessary to support floodplain restoration activities; (3) grading to elevate approximately 23 acres of existing farmland above the 100-year floodplain elevation to create an agricultural preserve; and (4) implementation of resource management plans.
- ii. The Causeway component consists of replacing a portion of the SR 1 roadway embankment with a 360-foot-long overflow bridge (causeway) to accommodate flood flows that enter into the south overbank area as a function of the removal of portions of the levees as described above and to restore hydrologic connectivity between the Project site and the Carmel Lagoon. The Project would result in the reconnection and restoration of approximately 102 acres of historic floodplain.

H. On November 1, 2010, the California Department of Transportation (Caltrans) approved a Project Study Report for the Causeway.

I. On April 25, 2011, the Monterey County Water Resources Agency adopted a Mitigated Negative Declaration (MND) for the Project, based on a phased approach as described in the 2010 MOU. Based on comments received from Caltrans, the MND acknowledged that additional environmental review would be required for the causeway component of the Project.

J. The County of Monterey and Caltrans entered into a Cooperative Agreement, effective May 6, 2014, for the construction of the causeway component of the Project. (Cooperative Agreement No. 05-0234, attached hereto as **Exhibit E**.) Through the cooperative agreement with Caltrans, the County is the Lead Agency for the Project, in accordance with the requirements of California Environmental Quality Act (CEQA) Guidelines §15050(a), and Caltrans is the Lead Agency for the causeway component of the Project in accordance with the requirements of the National Environmental Policy Act (NEPA).

K. In June 2014, the County of Monterey entered into an agreement with the California Department of Water Resources for a \$5,000,000 grant for the Project from the Flood Corridor Protection Program.

L. In August 2014, the County and Big Sur Land Trust jointly signed a letter agreement affirming an intent to advance both phases of the Project described in the 2010 MOU. The letter described how the County and Big Sur Land Trust would implement the MOU through the next design phase and initiation of CEQA/NEPA environmental review for the entire Project based on the grant funds available to both the County and Big Sur Land Trust.

M. In May 2015, the Board of Supervisors accepted the County Service Area No. 50 Final Lower Carmel River Stormwater Management and Flood Control Report and approved the County Service Area No. 50 – Rio Way Tract Citizens Advisory Committee recommendation to pursue the Future Conditions/FEMA protection level projects, including the Project referred to in that report as the South Overbank Project.

N. In May 2015, the United States Fish and Wildlife Service (USFWS) and Caltrans District 5 Office of Local Assistance (as the delegated authority for the Federal Highway Administration [FHWA]<sup>1</sup>) entered into an agreement to serve as the federal lead and cooperating agency, respectively, in accordance with the requirements of the National Environmental Policy Act (NEPA) (40 CFR §1501). This cooperative agency relationship does not replace the Cooperative Agreement signed May 6, 2014,

---

<sup>1</sup> Memorandum of Understanding between the Federal Highway Administration and the California Department of Transportation for improvements to the state highway system per the California Streets and Highway Code sections 114 and 130 (June 4, 2014).

between Caltrans and the County of Monterey, described in Recital J above.

O. In June 2015, Big Sur Land Trust and the County completed the 35% design plans for the entire Project, including one plan set for the causeway component of the Project and one plan set for the floodplain restoration and removal of portions of the south bank levee. In April 2016, the County entered into a reimbursement agreement with Big Sur Land Trust and executed a contract with Whitson Engineers through final design. In January 2017, 60% of the design plans were completed.

P. On March 8, 2019, a Draft Environmental Impact Report/Environmental Assessment (EIR/EA) on the Project was released for a 45-day public review period. Staff prepared a Final EIR/EA consisting of the Draft EIR, Appendixes, Technical reports, comments, and responses to comments.

Q. On January 28, 2020, the Board of Supervisors of the County of Monterey certified the Carmel River Floodplain Restoration and Environmental Enhancement Project Final Environmental Impact Report/Environmental Assessment (Board of Supervisors Resolution No. 20-015) (“Final EIR/EA”).

R. The USFWS issued a Finding of No Significant Impact (FONSI) on October 30, 2020. A memorandum of agreement between Caltrans and USFWS is pending as of April 2022.

S. On June 15, 2021, the County Board of Supervisors approved the Project, which is the Preferred Alternative described in the Final EIR/EA, and authorized County staff to apply for and obtain permits and entitlements for the Project.

T. On November 23, 2021, Caltrans approved the Project Report for the Causeway.

U. The Parties to this MOU are more specifically described as follows:

**California State Department of Parks and Recreation (“State Parks”).** California State Department of Parks and Recreation owns and operates Carmel River State Beach on the west side of SR 1 across from Big Sur Land Trust property. A portion (approximately 23.0 acres) of Carmel River State Beach (portion of APN 243-021-007) is included in the Project area, as more fully described in **Exhibit B-2 (“State Parks property”)**.

**Big Sur Land Trust (“BSLT”).** Big Sur Land Trust is a 501(c)(3) nonprofit corporation whose mission is to inspire love of the land across generations, conservation of our unique Monterey County landscapes, and access to outdoor experiences for all. Big Sur Land Trust owns real property sometimes referred to as “Odello East” (128 acres) (APNs 243-071-005, 243-071-006, 243-071-007) a 108-acre portion of which is included in the Project area, as more fully described in **Exhibit B-3 (“BSLT property”)**.

**Monterey Peninsula Regional Park District (“MPRPD”).** Monterey Peninsula Regional Park District is a special district that owns and operates Palo Corona Regional Park, which is located immediately adjacent to Big Sur Land Trust property. A portion (three acres) of Palo Corona Regional Park (portion of APN 157-121-001 and APN 243-081-005) is included in the Project area, as more fully described in **Exhibit B-4 (“MPRPD property”)**.

**County of Monterey (“County”).** The County of Monterey is a general law county and political subdivision of the State of California.

**Monterey County Water Resources Agency (“MCWRA”).** The Monterey County Water Resources Agency is a flood control and water agency created by state statute.

**Monterey Peninsula Water Management District (“MPWMD”).** The Monterey Peninsula Water Management District is a special district created by state statute whose functions include fostering the scenic values, environmental quality, native vegetation, fish and wildlife, and recreation on the Monterey Peninsula and the Carmel River basin. MPWMD’s functions also include water supply management and water conservation within the MPWMD’s jurisdiction.

V. The Parties support a collaborative institutional and political approach to implement the Project in order to protect, conserve, restore, and enhance the Project area in a manner consistent with the goals of habitat protection and restoration and flood protection.

W. This MOU is not intended to, and shall not be interpreted to, constitute a commitment by the Parties to undertake or commence the Project prior to the completion of all necessary environmental reviews and receipt of all necessary permits. The Parties acknowledge and agree that no Project construction may occur until environmental review has been completed in accordance with CEQA and NEPA and all permits have been obtained. The necessary Project permits, and consultations and their status as of June 2022 have been identified to include the following:

<b>Agency</b>	<b>Permit/Approval</b>	<b>Applicant(s)</b>	<b>Status as of June 2022</b>
<i>U.S. Army Corps of Engineers</i>	Clean Water Act (CWA) Section 404 Permit Pursuant to a Jurisdictional Determination (JD)	BSLT and County of Monterey	Permit approved 11/14/2019 File Number 2009-00338S Valid until 3/14/2026

<b>Agency</b>	<b>Permit/Approval</b>	<b>Applicant(s)</b>	<b>Status as of June 2022</b>
<i>U.S. Fish and Wildlife Service</i>	Federal Endangered Species Act Section 7 Incidental Take Statement	BSLT and County of Monterey	Permit approved 11/7/2018 008EVEN00-2016-B-0112
<i>National Marine Fisheries Service</i>	Federal Endangered Species Act Section 7 Incidental Take Statement	BSLT and County of Monterey	Permit approved 7/27/2018 WCR-2017-7810
<i>Natural Resource Conservation Service</i>	Farmland Conversion Impact Rating (Form AD 1006, Part I and III) and coordination	BSLT and County of Monterey	Permit approved by NRCS in September 2015
<i>U.S. Fish and Wildlife Service</i>	Section 106 of the National Historic Preservation Act (NHPA) compliance	BSLT and County of Monterey	Permit approved 3/2/2017 FWS_2015_1211_001
<i>U.S. Fish and Wildlife Service</i>	Native American Consultation	BSLT and County of Monterey	Concluded
<i>Federal Emergency Management Agency</i>	Approval of a Conditional Letter of Map Revision (CLOMR) and a Letter of Map Revision (LOMR)	BSLT and County of Monterey	In progress: CLOMR will be processed prior to construction and the LOMR following the completion of the Project.
<i>California Coastal Commission</i>	Coastal Development Permit (CDP)	BSLT and County of Monterey	Pending: Permit approved 6/10/2022 Application number: 3 -019-0894
<i>California Department of Transportation District 5</i>	Encroachment Permit	BSLT and County of Monterey	Pending: A permit application will be submitted following authorization by the County of Monterey.

<b>Agency</b>	<b>Permit/Approval</b>	<b>Applicant(s)</b>	<b>Status as of June 2022</b>
<i>California Department of Transportation District 5</i>	Public Resources Code 5024 Compliance	BSLT and County of Monterey	Consultation concluded August 2016.
<i>California Regional Water Quality Control Board</i>	Clean Water Act Section 401 Certification or Waiver and National Pollutant Discharge Elimination System (NPDES) General Construction Storm Water Permit	County of Monterey	Permit Approved 3/28/2022 Case number: 32719WQ09
<i>California Department of Fish and Wildlife</i>	Section 1602 Streambed Alteration Agreement	County of Monterey	Pending: Standard Agreement covering 5-year construction phase application submitted July 2019, comments received and in review.
<i>California Department of Fish and Wildlife</i>	Section 1602 Streambed Alteration Agreement	BSLT	Pending: Long-Term Management Agreement for post-construction maintenance and restoration activities application and fees submitted July 2019, comments received and in review. Issuance following construction for the long-term post-construction maintenance and restoration activities. Notification number: 1600-2019-0142-R4
<i>California Department of Parks and Recreation</i>	Right-of- Entry Permit	County of Monterey	Issuance Prior to Construction on State Parks property.

<b>Agency</b>	<b>Permit/Approval</b>	<b>Applicant(s)</b>	<b>Status as of June 2022</b>
<i>Monterey Peninsula Regional Park District</i>	Temporary Construction Easement.	County of Monterey	Issuance Prior to Construction.
<i>Monterey County Housing and Community Development</i>	For work in floodplain & compliance with National Flood Insurance Program [NFIP]	County of Monterey	Issuance Prior to Construction.
<i>Monterey Peninsula Water Management District</i>	River Work Permit	County of Monterey	Permit approved: River Work Permit obtained July 2020.
<i>County of Monterey</i>	Grading Permit	County of Monterey	Issuance Prior to Construction.
<i>County of Monterey</i>	Administrative Design Approval	County of Monterey	Issuance Prior to Construction.

## AGREEMENT

**NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Parties agree as follows:**

### 1. PURPOSE OF AGREEMENT

1.0 The purpose of this 2022 MOU, which amends and completely restates the 2010 MOU, is to coordinate planning and construction activity for the proposed Project and to describe the Parties' roles through construction of the Project and the Parties' anticipated long-term roles following construction. The Parties desire to cooperate, proceed, and construct the Project to protect, conserve, restore, and enhance the Project area in a manner consistent with the goals of flood protection and habitat restoration.

1.0.1 The owners of the real property on which the Project site is situated (BSLT, State Parks, and MPRPD, hereafter "**Landowners**") shall be responsible for the long term (25 years) maintenance of the floodplain and habitat restoration and public access management activities on the respective Landowners' property. The County and Landowners intend to enter a separate agreement or memorandum of understanding prior to the completion of the construction phase of the Project to address the long-term responsibilities under the Project permits and grants, including but not limited to post-construction, long-term maintenance of the Project site, management of public access to the site, and compliance with permit conditions of



approval that require post-construction, long-term maintenance or monitoring actions (“**Long Term Management Agreement**” or “**LTMA**”).

## **1.1 THE COUNTY OF MONTEREY**

1.1.0 The County has received \$10.1 million in funds from the California Department of Water Resources (DWR) Flood Corridor Protection Program and Coastal Watershed Flood Program Grants, \$4.25 million from the California State Coastal Conservancy, \$2.5 million from the Wildlife Conservation Board, and \$300,000 from the National Fish and Wildlife Foundation to implement the Project, as described further below. All activities and obligations of the County set forth below are expressly conditioned on the continued availability of funding already obtained for the Project and securing additional necessary funding for construction and implementation of the Project through grants or other County resources.

1.1.1 The County is serving as the lead agency for the purposes of CEQA compliance and has prepared and certified the Final EIR/EIS for the Project. The County shall continue to serve as the lead agency under CEQA for the Project.

1.1.2 The County and Big Sur Land Trust shall apply for and obtain all necessary permits and approvals for the Project (including its construction, management, monitoring, operation, use and maintenance), and comply with all federal, State and local statutes, laws, regulations, ordinances, orders and other governmental and quasi-governmental requirements that apply to the Project (including its construction, management, monitoring, operation, use and maintenance).

1.1.3 As set forth in Recital V, in the case where only one applicant is allowable on a permit, the County shall be the primary applicant for obtaining all construction-related permits and approvals; however, the Parties recognize that, notwithstanding that County is the permit applicant, the Landowners, or other entities as applicable, shall be responsible, as may be further specified in the LTMA, for compliance with conditions of approval of the permits to the extent the conditions require actions subsequent to the construction phase. The Landowners shall be responsible for the long-term maintenance of the habitat and any long-term monitoring of mitigation measures post-construction, unless the County agrees by separate subsequent agreement to assume any such future responsibilities.

1.1.4 The causeway construction, levee removal, and floodplain grading aspects of the Project shall be constructed/installed by the County. Following construction, the causeway shall be a Caltrans facility as described in Caltrans Cooperative Agreement No. 05-0234 effective May 6, 2014. The Landowners will be responsible for long-term maintenance and public access management activities on the Project site.

1.1.5 The resource management plan will provide for the long-term management of the floodplain and habitat restoration and will be conducted according to the

*Restoration and Management Plan for the Carmel River Floodplain Restoration and Environmental Enhancement Project* (H.T. Harvey & Associates, November 2016) (“**RMP**”) and will also be addressed in, and conducted in accordance with, the Habitat Management Plan (“**HMP**”) being prepared for the east side of SR 1 pursuant to a Wildlife Conservation Board grant (WC-1947CA), with expected completion in 2022.

1.1.6 The County, with support from Big Sur Land Trust, shall be responsible for ongoing program planning, development, coordination and implementation of the California State Department of Transportation (Caltrans) Cooperative Agreement to allow joint funding, permitting, planning and construction for the Project causeway component, which Cooperative Agreement is attached as **Exhibit E**.

1.1.7 The County, with assistance from and in cooperation with the other Parties, will apply for additional grants as necessary toward funding all design, construction, and other costs associated with the planning and completion of the Project. For grant funds obtained and held by Big Sur Land Trust, the County shall enter into a separate funding agreement with Big Sur Land Trust and shall submit timely invoice/reimbursement requests to Big Sur Land Trust using the appropriate grant format(s). For grant funds obtained and held by County, BSLT shall enter into a separate funding agreement with County and shall submit timely invoice/reimbursement requests to County using the appropriate grant format(s). The County and Big Sur Land Trust will maintain compliance with all Project grant requirements for agreements executed by both County and Big Sur Land Trust and will coordinate on grant and financial management of the Project.

1.1.8 The County will be responsible for the Project construction procurement process, including public noticing of the construction bid, selecting the contractor(s), and entering into contract(s) for Project construction. The County will also provide, or contract for, construction management and inspections of the causeway and grading of the Project site, including oversight of labor compliance and prevailing wage requirements as specified in Project grant agreements.

1.1.9 The County and Big Sur Land Trust shall jointly ensure implementation of the Tier 1 compensatory mitigation areas identified in the Project plans and permits as part of an agreement with State Parks for the Project activities on State Parks property west of SR 1 and shall include restoration of the Tier 1 area as part of the Project construction and implementation contract(s). Following the construction phase of the Project, State Parks shall be responsible for the long-term management and maintenance of State Parks property and public access within their property throughout the Project life (25 years).

1.1.10 Prior to the completion of the construction phase, the County and Big Sur Land Trust will jointly develop the HMP in consultation with the other Parties, as well as County Service Area 50 and other interested parties. Restoration plans on

State Parks property west of SR 1 shall require review and approval by State Parks. The County shall develop a cooperative approach with Big Sur Land Trust, Caltrans and State Parks, on management of the maintained flood conveyance areas (MFCAs) identified on the Project plans.

1.1.11 County shall obtain the necessary right of entry and permissions for site access from the respective real property owners for the construction phase of the Project. The Landowner Parties agree to allow access to the County to each Landowner Party's real property as necessary for construction of the Project, subject to such additional separate agreements or approvals by each Landowner Party as may be legally required. It is understood that the Landowner Parties are not herein agreeing to assume any financial or other liability, or to encumber title to their respective properties, financially or otherwise, except as may be agreed upon by separate instrument.

1.1.12 The County shall monitor, review and direct the preparation of plans and specifications in accordance with its practices and procedures, and shall approve engineering plans for the site grading and causeway design to meet County and Caltrans standards. Except as specifically set forth herein, the County shall have no obligation to undertake any obligation or activity until such time as funding is available to reimburse the County for the costs, including labor, contracting, and consulting, associated with that obligation or activity.

## **1.2 BIG SUR LAND TRUST**

1.2.0 Big Sur Land Trust shall direct the engineers, and any other professionals, individuals, or entities it has contracted with, to work directly with the County throughout the planning, design, and permitting elements and to comply with all directives and requests of the County to complete the environmental review, to complete final design plans, and to obtain all necessary permits. Big Sur Land Trust shall review and provide timely comments to the County on all Project reports, engineering plans, CEQA/NEPA environmental review, and permitting documents.

1.2.1 Big Sur Land Trust shall provide 108 acres of the real property under its ownership known as Odello East and described in **Exhibit B-3**, for the purposes of the Project.

1.2.2 Big Sur Land Trust agrees to grant temporary construction access on BSLT's property to the County of Monterey in the form of a temporary construction easement as further described in **Exhibit C**. Said temporary construction easement shall be conveyed from Big Sur Land Trust to the County of Monterey as of the date of easement recordation and continuing for the duration of the construction phase of the Project.

1.2.2.1 Big Sur Land Trust has been informed of their right to an appraisal and

compensation for the temporary construction easement, and hereby waives such right to compensation.

1.2.2.2 Big Sur Land Trust and the County of Monterey agree that Project costs incurred under and during this temporary construction easement shall be the responsibility of the CRFREE Project, as set forth in this MOU.

1.2.3 Big Sur Land Trust agrees to convey to Caltrans a portion of Big Sur Land Trust property adjacent to SR 1 to provide additional Right-of-Way for the causeway component through the appropriate Right-of-Way acquisition process, as determined by Caltrans. Big Sur Land Trust shall also provide necessary easements to the County for construction of the Project.

1.2.4 Big Sur Land Trust shall have primary responsibility for long-term management of the BSLT property to implement site restoration and adaptive management on the Tier 2 areas identified on the Project plans. Big Sur Land Trust shall implement the HMP within the Tier 2 area, in consultation with the other Parties, as well as with other interested parties. Big Sur Land Trust shall develop a cooperative approach with the County on management of the maintained flood conveyance areas (MFCAs) identified on the Project plans.

1.2.5 The Project site will be actively revegetated on the east side of SR 1. Big Sur Land Trust shall develop the HMP to actively revegetate the Project site following grading. The HMP will be developed for at least 80 acres on the east side of SR 1, which includes BSLT property and approximately three acres of MPRPD property. Big Sur Land Trust agrees to consult with MPRPD in preparing the restoration plan for the MPRPD property. The County and Big Sur Land Trust have entered into a separate reimbursement agreement to reimburse Big Sur Land Trust from Wildlife Conservation Board grant funds for BSLT's development and implementation of this plan. (Agreement No. A-15537, approved by the Board of Supervisors on September 14, 2021)

1.2.6 A well owned by BSLT and located on BSLT's property, as described in exhibit B-3, may be utilized to support CRFREE construction activities on the Project area east of SR 1, under the conditions stipulated in this section or by subsequent written concurrence between BSLT and County. No more than 28.1-acre feet per calendar year may be drawn from the well, and all reasonable efforts of water conservation shall be undertaken. All water drawn from the well must be for use on the CRFREE Project area. All use of the water from the BSLT well is subject to, and must be in compliance with, state law and any existing applicable restrictions of record.

1.2.7 Nothing herein shall be intended or construed to constitute an assignment of any responsibilities of Big Sur Land Trust under the terms of any grant it has or will receive. All such responsibilities and obligations are expressly retained and affirmed by Big Sur Land Trust.

### **1.3 CALIFORNIA DEPARTMENT OF PARKS AND RECREATION**

1.3.0 The California Department of Parks and Recreation ("State Parks") will cooperate with the planning and design of the Project and will provide access to property owned by State Parks as necessary for planning, environmental review and design. Project plans on State Parks property west of SR 1 shall be reviewed and approved by State Parks.

1.3.1 State Parks shall provide a portion (approximately 23 acres) of Carmel River State Beach for the purposes of the Project. State Parks shall work with Caltrans to implement a transfer of control, or an equivalent process as determined by Caltrans and State Parks, of approximately one acre through a grant of easement to Caltrans for highway purposes. State Parks shall also provide a right of entry permit to the County for Project construction and shall reasonably consent to applications for environmental and land use permits for the Project to the extent the Project is on land owned by State Parks.

1.3.2 As a Landowner within the Project area, State Parks shall be responsible for the long-term management and maintenance of State Parks property and management of public access within their property throughout the Project life (25 years). Revegetation and management of State Parks property on the west side of SR 1 will be guided by the *Restoration and Management Plan for the Carmel River Floodplain Restoration and Environmental Enhancement Project* (H.T. Harvey & Associates, November 2016) (RMP). Except as provided in this MOU, State Parks shall have no responsibility for Project planning, design, construction, implementation, or restoration.

1.3.3 As Landowner of the historic buildings at the State Parks Barn Complex (Complex) which include the Barn, Blacksmith Shop, Creamery, and former residence, State Parks shall cooperate with the County to mitigate Project impacts at the Complex, while avoiding the need to recirculate the adopted CEQA/NEPA determinations for the project or reinitiate consultation with State Historic Preservation Office (SHPO). The Project Final EIR/EA identifies that post-Project the Complex is subject to reduced flow-through flood risk, but due to larger volume of flow to be routed to the south arm of the Carmel Lagoon, the 100-year flood elevation will potentially increase at the Complex site at the Barn, Blacksmith Shop and portion of the Creamery buildings.

1.3.3.1 Mitigation Measure CUL-9 in the Final EIR/EA identifies that the Creamery and Blacksmith Shop located on State Parks property will be raised approximately six (6) to eight (8) inches and then placed on concrete foundations prior to the levee plugs being removed (approximately three to five years following construction). Subsequent to the completion of the environmental review for the project, State Parks has identified this mitigation

may not be feasible and that a berm or low floodwall may be preferred as a substitute mitigation. The need to evaluate a substitute mitigation is a result of technical considerations with respect to raising the Creamery and Blacksmith Shop, and consideration of State Parks policy related to work on facilities within the floodplain. If determined feasible, the substitute mitigation must be equally or more effective in mitigating the identified environmental impact and must not itself create a significant environmental impact. As a result, the substitute mitigation will not result in the need to recirculate the adopted EIR/EA or reinitiate consultation with SHPO.

1.3.3.2 State Parks and County, in consultation with Big Sur Land Trust, agree to work collaboratively to evaluate the feasibility of a berm or low floodwall as a substitute mitigation for the Project impacts to the Complex that avoids recirculation or reinitiated consultation with SHPO, and meet State Parks policies for work within the floodplain, as outlined in the Schedule of Performance incorporated herein as Exhibit F to this agreement. It is recognized that periodically Exhibit F may need to be updated, and it is the intent of State Parks and the County that Exhibit F be updated administratively as mutually agreed upon in writing by the County Director of the Housing and Community Development Department and the State Parks Superintendent.

1.3.3.3 Prior to the commencement of construction of the Causeway and west side grading and restoration portion of the Project, the County and State Parks, in consultation with Big Sur Land Trust, shall enter into an agreement that memorializes the outcome of analysis of substitute mitigation to mitigate for the Project impacts to the Complex and meet State Parks policies.

1.3.4 A well on real property owned by State Parks within the Project site is currently located adjacent to the west side of SR 1. As a component of the CRFREE Project, the well will be relocated with no cost to State Parks to outside the expanded Caltrans right of way on State Park property. Water from the well will be used for irrigation of the planted restoration areas west of SR 1 during the establishment period, as well as for the long-term State Park uses at Carmel River State Beach.

#### **1.4 MONTEREY PENINSULA REGIONAL PARK DISTRICT**

1.4.0 The Monterey Peninsula Regional Park District (“MPRPD”) will cooperate with the planning and design of the Project and will provide access to property owned by MPRPD as necessary for planning, environmental review and design.

1.4.1 MPRPD shall allow a portion of the Project to be constructed on approximately 3.6 acres of Palo Corona Regional Park more fully described in **Exhibit B-4**. MPRPD agrees to grant temporary construction access on said 3.6 acres to the County of Monterey in the form of a temporary construction easement as

further described in **Exhibit D**. Said temporary construction easement shall be conveyed from MPRPD to the County of Monterey as of the Effective Date of this MOU and continuing for the duration of the construction phase of the Project.

1.4.1.1 MPRPD has been informed of their right to an appraisal and compensation for the temporary construction easement, and hereby waives such right to compensation.

1.4.1.2 MPRPD and the County of Monterey agree that costs incurred under and during this temporary construction easement shall be the responsibility of the CRFREE Project, as set forth in this MOU.

1.4.2 The CRFREE Project shall include construction of a stout fence around the MPRPD Riverfield wellhead, following the footprint of the existing fence.

1.4.3 MPRPD shall collaborate with the County and Big Sur Land Trust on the preparation of the HMP on MPRPD property. MPRPD agrees to provide the County and Big Sur Land Trust access to the maintained flow conveyance areas located on MPRPD property. An appropriate mechanism for ongoing maintenance access will be determined and agreed to by the applicable Parties in a LTMA or other appropriate instrument for the post-construction phase of the Project.

1.4.4 MPRPD shall work with the County and Big Sur Land Trust to develop a cost share or other funding strategy for the costs associated with incorporation of the left-hand turn lane into the design of the causeway component, based on cost estimates to be further developed in the Caltrans Project Report. The percentage of cost sharing or other funding strategy shall be determined prior to construction of the causeway portion of the Project. Except as provided in this paragraph, MPRPD shall have no responsibility for Project planning, design, construction, other costs or fees, or implementation.

## **1.5 THE MONTEREY COUNTY WATER RESOURCES AGENCY**

1.5.0 The Monterey County Water Resources Agency is a special district that has specified areas of responsibility based on benefit assessment zones. At the time of the 2010 MOU, the Monterey County Water Resources Agency was responsible for implementing the National Flood Insurance Program on behalf of the County of Monterey. In 2018 that responsibility was transitioned back to the County of Monterey through an MOU and therefore, the Monterey County Water Resources Agency is no longer a party to this Project. As a result, the County shall be the implementing agency for the Project CEQA compliance, National Flood Insurance Program compliance, and construction, as described above.

It is understood by all Parties that the Monterey County Water Resources Agency has no funds allocated or available to implement this MOU or the Project. Therefore, the

County shall be the implementing agency for Project CEQA compliance and construction, as described above.

## **1.6 MONTEREY PENINSULA WATER MANAGEMENT DISTRICT**

1.6.0 The Monterey Peninsula Water Management District will cooperate with the planning and design of the Project and will advise the Parties on riparian restoration and the development of the HMP for the Project area. MPWMD will work collaboratively with the County and Big Sur Land Trust to determine if portions of the long-term adaptive management and restoration of the Odello East property owned by Big Sur Land Trust can be done in part to accomplish MPWMD mitigation requirements for vegetation management elsewhere on the Carmel River. Grant funds obtained by the County for CRFREE will not be utilized for MPWMD mitigation requirements. MPWMD will also collaborate with the County and Big Sur Land Trust on developing monitoring strategies to evaluate the Project implementation over time. Except as provided in this paragraph, MPWMD shall have no responsibility for Project planning, design, construction, or implementation.

## **2. MANAGEMENT COMMITTEE**

2.0 The Management Committee shall be composed of the Monterey County Housing and Community Development Director, the General Manager of the Monterey County Water Resources Agency, the State Parks Monterey District Superintendent, the General Manager of MPRPD, the General Manager of the MPWMD, and the President/CEO of Big Sur Land Trust or their respective designees.

2.1 In the event of any dispute regarding the Project, the administration of grants, design and/or engineering issues, or any other matter arising out of this MOU, the Management Committee shall provide final resolution of that dispute.

2.2 The Management Committee shall meet as frequently as it may, in its sole discretion, deem appropriate.

## **3. REIMBURSEMENT OF COSTS AND EXPENSES**

3.0 The Parties intend that the Project shall be funded by grants to the greatest extent feasible and, except as otherwise specifically provided herein, the Parties shall not be obligated to fund any portion of the costs associated with the Project. Should the Project be approved, each party to this MOU shall be reimbursed from available grant funding to the extent allowed under such grants for all Project costs, including, but not limited to, materials, overhead, labor, contracts, and incidentals for the Project. Funding for Parties' staff time may be sought from grants where possible but is not necessarily included in the Project cost. In the event the Project is approved, and grant proceeds are unavailable or exhausted, the County and Big Sur Land Trust



may, at each of their sole discretion, elect to apply their own funds, and such additional funds as may be made available by other Parties, to proceed with the Project, or it may elect to cease all work on the Project until such time as further grants are obtained and funded.

#### **4. INDEMNITY**

4.0 Each Party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other Parties hereto or the results thereof. Each Party ("Indemnifying Party") to this MOU shall indemnify, defend, and hold harmless each and every other Party, its officers, agents, and employees ("Indemnified Party") from and against any and all claims, liabilities, and losses whatsoever (including damage to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this MOU, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the Indemnifying Party's approval of this MOU or performance pursuant to this MOU, but only to the extent such claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) are caused by or result from the negligent or intentional acts or omissions of the Indemnifying Party, its officers, employees, and agents. "Performance pursuant to this MOU" includes action or inaction of either the Indemnifying Party or the action or inaction of the Indemnifying Party's officers, employees, agents, contractors, and subcontractors. In the event of a claim or litigation brought against one or more of the Parties by a third party challenging the approval of this MOU, the Parties agree to cooperate in the defense of said claim or litigation.

#### **5. INSURANCE**

5.0 Each Party shall, at its sole cost, insure its activities and indemnification obligations in connection with this MOU from its inception and shall keep in force and maintain insurance or self-insurance as follows: general liability, business automobile liability, workers compensation and such other insurance as may be necessary to provide coverage for its performance under this MOU. Further, each Party shall require its agents, contractors, subcontractors and/or assignees in connection with this MOU and the Project (i) to hold harmless and indemnify all Parties with respect to claims or liability which arise from the negligence or willful misconduct of said indemnifying agents, contractors, subcontractors and/or assignees and (ii) to carry insurance or self-insurance meeting the requirements of this section commensurate with the standards of the industry.

#### **6. TERM AND TERMINATION**

6.0. This MOU shall continue in force from the Effective Date until terminated as set forth below.

6.1 If the Project is not approved or not constructed or other good cause exists for termination, this MOU may be terminated upon mutual agreement of the Parties.

6.2 If a Party wishes to withdraw from this MOU, said Party may not withdraw unless said Party provides (ninety) 90 days advance written notice, demonstrates good cause, and obtains the written consent of the other Parties to withdraw. Said Party's withdrawal from this MOU shall not nullify any of the withdrawing Party's obligations under funding sources, Project permits and entitlements, and separate agreements related to the Project.

6.3 If the Project is approved and construction begun, this MOU shall terminate upon fulfillment of all of the following: (a) at least sixty (60) days have passed since the construction of the Levee Removal/Enhancement Area component and Causeway component of the Project have been completed, and all the construction work has been accepted by the appropriate authority; (b) there has been final disposition of any disputes, claims, proceedings, or litigation stemming from approval or construction of the Project; and (c) separate agreement(s) or other legally binding mechanisms are in place for the long-term (25 years) maintenance of the floodplain and habitat restoration and public access management activities on the Project site and for compliance with permit conditions of approval that require post-construction long term maintenance or monitoring.

6.3 The indemnification obligation shall survive termination of this MOU. Additionally, termination of this MOU shall not nullify any of the Parties' obligations under funding sources, Project permits and entitlements, and separate agreements related to the Project.

## **7. MISCELLANEOUS**

7.0 Any notice or communication required by this MOU shall be in writing and shall be deemed to have been duly given if delivered personally, sent by overnight mail service with capacity to track delivery, sent by prepaid registered mail, or sent by confirmed email transmission, addressed to the other Parties at the address set forth below, or such other address as such party hereto may hereafter specify in writing to the other Parties:

The County of Monterey  
Housing and Community Development  
1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas CA 93901  
Tel: (831) 755-5025

Fax: (831) 755-4958

Monterey County Water Resources Agency  
1441 Schilling Place North Building  
Salinas, CA 93901  
Tel: (831) 755-4860  
Fax: (831) 424-7935

Monterey Peninsula Water Management District  
5 Harris Court, Bldg. G  
Post Office Box 85  
Monterey, CA 93942  
Tel: (831) 658-5600  
Fax: (831) 644-9560

California Department of Parks and Recreation  
2211 Garden Road  
Monterey, CA 93940  
Tel: (831) 649-2836  
Fax: (831) 647-6239

Monterey Peninsula Regional Park District  
P.O. Box 223340  
Carmel, CA 93922  
Tel: (831) 372-3196  
Fax: (831) 372-3197

Big Sur Land Trust  
PO Box 4071  
Monterey CA 93940  
Tel: 831-625-5523  
Fax: 831-658-0716

- 7.1 This MOU may be modified only by written agreement of all the Parties.
- 7.2 This MOU shall be governed by the laws of the State of California.
- 7.3 Headings and captions in this MOU are to facilitate reference only and do not form a part of this MOU and shall not affect the interpretation hereof.
- 7.4 Each party represents to the other that each has the full authority to perform its obligations under this MOU and that the person executing this MOU has the authority to bind it.
- 7.5 This MOU is not intended to create, nor shall it be construed to be, a joint

venture, association, partnership, franchise or other form of business relation. None of the Parties shall have, or hold itself out as having, any right, power or authority to assume, create or incur any expenses, liability, or obligation on behalf of the other Parties, except as expressly set forth herein.

7.6 Each Party shall bear its own attorneys' fees and expenses and staff costs in the preparation and review of this MOU. In the event that any party hereto institutes an action or proceeding for a declaration of the rights of the Parties under this MOU, for injunctive relief, for an alleged breach or default of, or any other action arising out of this MOU, or the transactions contemplated hereby, or in the event any party is in default of its obligations pursuant thereto, whether or not suit is filed or prosecuted to final judgment, each party shall bear its own costs and attorneys' fees.

7.7 This MOU, together with all Exhibits hereto and documents referred to herein, if any, constitute the entire agreement among the Parties hereto with respect to the subject matter hereof, and supersedes and replaces any and all prior understandings or agreements with respect thereto, including those understandings and agreements in letters, correspondence, memoranda or other expressions of intent from either party hereto or its agents that are prior to or contemporaneous in time to this MOU.

7.8 The following Exhibits are attached and incorporated by reference:

Exhibit A: Schematic Map of Area and Project

Exhibit B-1: Map of Properties

Exhibit B-2: State Parks Property

Exhibit B-3: BSLT Property

Exhibit B-4: MPRPD Property

Exhibit B-5: Eastwood Property

Exhibit C: Agreement for Grant of Temporary Construction Easement with BSLT

Exhibit D: Agreement for Grant of Temporary Construction Easement with MPRPD

Exhibit E: Caltrans Cooperative Agreement effective May 6, 2014.

Exhibit F: Schedule of Performance State Parks Complex

7.9 This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

7.10 If any provision of this MOU is deemed by a court of competent jurisdiction to be unenforceable under applicable law, the remaining provisions shall in no way be affected and shall remain in full force.

*SIGNATURES APPEAR ON THE NEXT PAGE*

IN WITNESS WHEREOF, this Amendment and Restatement of Memorandum of Understanding is executed on the dates set forth below by the duly authorized representatives identified below:

COUNTY OF MONTEREY

BIG SUR LAND TRUST

DocuSigned by:  
By: Erik V. Lundquist  
Erik V. Lundquist, AICP  
Housing and Community Development  
Director

DocuSigned by:  
By: Jeannette Tuitele-Lewis  
Jeannette Tuitele-Lewis  
President/CEO

Date: 7/5/2022

Date: 7/4/2022

Approved as to form:  
Kristi A. Markey  
County Counsel

Approved as to form:  
Robin Jepsen  
Counsel for BSLT

DocuSigned by:  
By: Kristi A. Markey

DocuSigned by:  
By: Robin Jepsen

Date: 7/1/2022

Date: 7/8/2022

CALIFORNIA DEPARTMENT OF  
PARKS AND RECREATION

MONTEREY PENINSULA  
REGIONAL PARK DISTRICT

DocuSigned by:  
By: Brent Marshall  
Brent Marshall  
Superintendent

DocuSigned by:  
By: Dr. Rafael Payan  
Dr. Rafael Payan  
General Manager

Date: 7/11/2022

Date: 7/19/2022

MONTEREY COUNTY WATER  
RESOURCES AGENCY

MONTEREY PENINSULA WATER  
MANAGEMENT DISTRICT

DocuSigned by:  
By: Brent Buche  
Brent Buche  
General Manager

DocuSigned by:  
By: David Stoldt  
David Stoldt  
General Manager

Date: 7/15/2022

Date: 7/1/2022

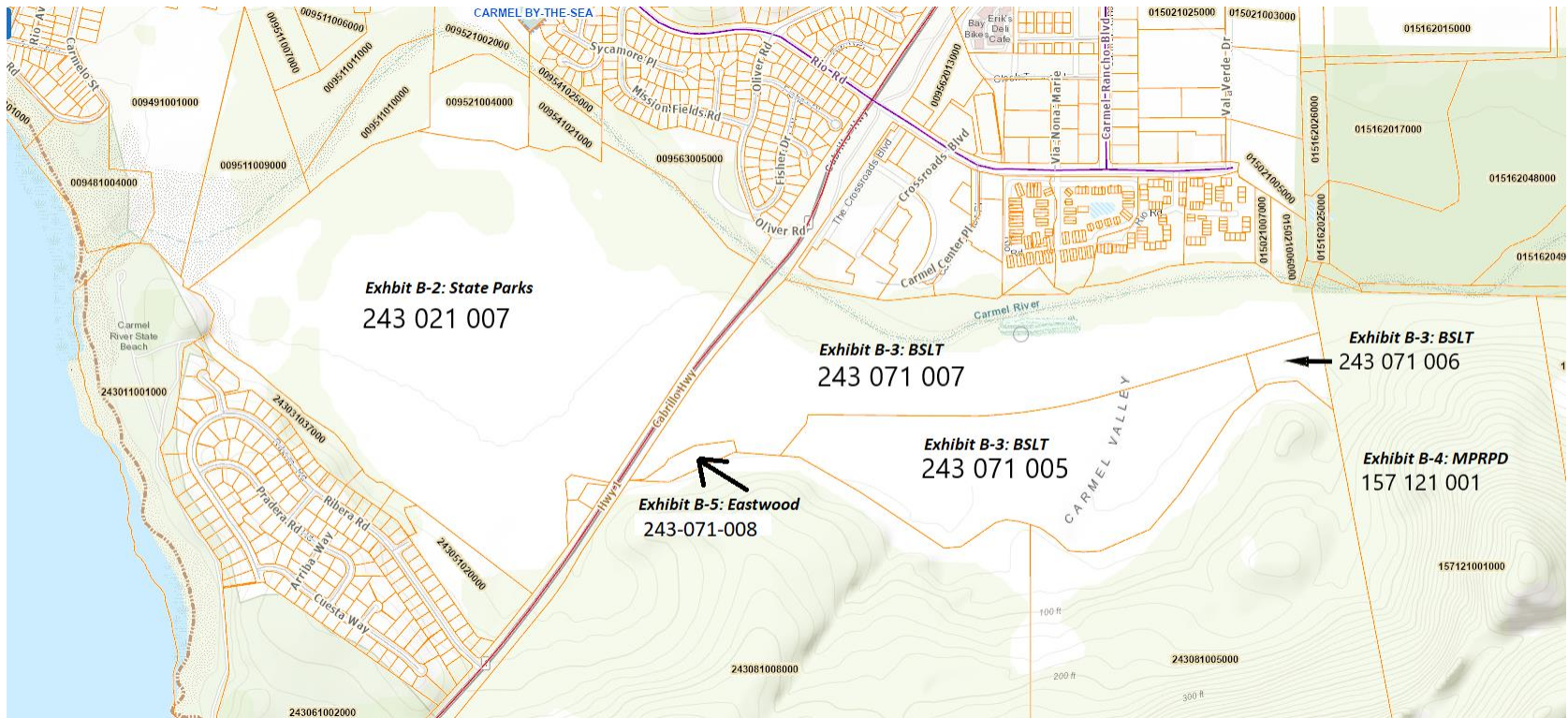
# Exhibit A: Schematic Map of Area and Project





# Exhibit B-1: Map of Properties

### Exhibit B-1: Map of properties



## Exhibit B-2: State Parks Property

OPD 419-8

NOTIFICATION OF REAL PROPERTY TRANSFER

DATE: March 23, 1984

TO: Mr. Richard E. Felty  
 Regional Director  
 Central Coast Region 2

Addition  
 Disposal

Attention: John Baggett

FROM: ACQUISITION DIVISION - PROPERTY MANAGEMENT (916) 322-7507 ATSS 492-7507

The following described parcel of real property has been transferred  TO  FROM the Department of Parks and Recreation.

CLOSES

UNIT NO. 201437	UNIT NAME CARMEL RIVER STATE BEACH	DBP/PRG NO. DBP 266	RES. PARCEL NO. 2431
ACQUISITION PLAN NO. 12775	COUNTY MONTEREY	LAND ACREAGE 155.00	WATER FRONTAGE: O L R Estimated 1800' river
GRANTOR ODELLO BROTHERS		TRANSFER OF JURISDICTION	<input checked="" type="checkbox"/> DATE 2-29-84
DATE RECORDED 8-22-74	RECORDING DATA Reel 931, Page 524 Document G27721 Sec. of State 72-3067	METHOD OF ACQUISITION	<input checked="" type="checkbox"/> DEED <input type="checkbox"/> GIFT <input type="checkbox"/> EXCHANGE <input type="checkbox"/> CONDEMNATION
ESTABLISHED VALUE		STATE FUNDS EXPENDED	
LAND IMPROVEMENTS	\$ 1,593,500.00 Ø	LAND IMPROVEMENTS	\$ 1,593,500.00 Ø
TOTAL	\$ 1,593,500.00	TOTAL	\$ 1,593,500.00
FUND SOURCE 1082/73 and State Park Contingency Fund		SUPPORTING DOCUMENTS	<input checked="" type="checkbox"/> INSTRUMENT OF CONVEYANCE <input checked="" type="checkbox"/> POLICY OF TITLE INSURANCE <input checked="" type="checkbox"/> ACQUISITION PLAN <input type="checkbox"/> ENCUMBRANCES

REMARKS  IMPROVED  UNIMPROVED

\$ 106,500.00 Gift from Grantor  
 1,593,500.00 State

\$1,700,000.00 TOTAL

Settlement Summary dated August 15, 1974 indicates unimproved.

Refer to Policy of Title Insurance for encumbrances.

Lease No. 6134 dated May 1, 1979 terminates May 31, 1984. The Property Management Board (PMRB) on Jan. 5, 1984 approved extending lease five (5) years providing RAP waiver clause is included.

*need J.P.M. included*

- DISTRIBUTION**
- Region (Original +1)
  - Acq. Div. - Prop. Mgt. (3)
  - Dept. Gen Ser., RES (3)
  - Prog. Ser. & Mgt. Anal.
  - Surveys
  - Central Files

*Roland P. Foos*

ACQUISITION DIVISION  
 Roland P. Foos, Land Agent

WHEN RECORDED MAIL TO

Recorded August 22, 1974  
on Reel 931, Page 524 as  
Document No. G27721, O. R.  
Monterey County

STATE OF CALIFORNIA  
DEPARTMENT OF GENERAL SERVICES  
REAL ESTATE SERVICES DIVISION  
915 Capitol Mall, Room 110  
Sacramento, California 95814

SPACE ABOVE THIS LINE FOR RECORDER'S USE

# Grant Deed

Agency: Parks and Recreation  
Project: Carmel River State Beach  
Parcel: 2431

ODELLO BROS., a Limited Partnership, composed of Bruno Odello, General Partner; Isabelle Odello, General Partner; Emilio Odello, General Partner; Bruna Odello, General Partner; and John Odello, General Partner,

hereby GRANTS to THE STATE OF CALIFORNIA, the following described real property in the County of Monterey, State of California: As shown on the attached Exhibit "A" consisting of four (4) pages.

Grantors reserve unto themselves, their heirs, successors and assigns, a non-exclusive right of way for ingress and egress to and from State Highway 1, and a parcel of land owned by Grantors, and described in that deed from ELIZABETH MARTIN to ODELLO BROS., a Co-partnership, by deed recorded August 18, 1960 in Book 2076, Page 314, Official Records of Monterey County, over and by way of that certain easement and right of way more particularly described in that certain GRANT OF EASEMENT OF RIGHT OF WAY from ELIZABETH ANN OLIVER, a widow, to CARMEL SANITARY DISTRICT, recorded November 22, 1938 in Book 592 at Page 405, Official Records of Monterey County. The right of way herein reserved shall be appurtenant to the premises of the Grantors described in the deed from ELIZABETH MARTIN hereinabove referred to, and shall be used in common with CARMEL SANITARY DISTRICT and in a manner that will not prevent the use of said roadway by CARMEL SANITARY DISTRICT.

72-3067

ODELLO BROS., a Limited Partnership

By Bruno Odello  
Bruno Odello

By Isabelle Odello  
Isabelle Odello

By Emilio Odello  
Emilio Odello

By Bruna Odello  
Bruna Odello

By John Odello  
John Odello

Dated: JULY 17 1974

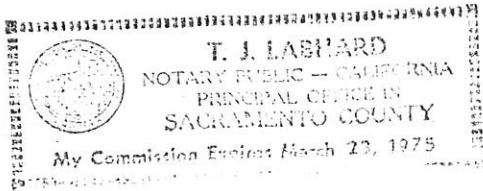
Subscribing Witness:

Affix IRS

COUNTY OF CALIFORNIA )  
COUNTY OF SACRAMENTO ) ss.

On July 17, 1974, before me, the undersigned, a Notary Public,  
and for the State of California, personally appeared Bruno Odello,  
Gabriele Odello, Emilio Odello, Bruna Odello and John Odello, known to  
me to be the general partners of Odello Brothers, the limited partner-  
ship, that executed the within instrument, and acknowledged to me that  
said partnership executed the same.

Witness my hand and official seal.



*[Handwritten signature]*  
\_\_\_\_\_  
T. J. LABHARD  
NOTARY PUBLIC

72-3067

DESCRIPTION:

CERTAIN REAL PROPERTY SITUATE IN THE RANCHO SAN JOSE Y SUR CHIQUITO, COUNTY OF MONTEREY, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 4" X 4" POST STANDING AT STATION 28 OF THE SURVEY OF RANCHO CANADA DE LA SEGUNDA, AS SAID STATION IS SHOWN AND DESIGNATED "C. S. STATION 28" ON THAT CERTAIN MAP ENTITLED "PARTITION MAP OF HATTON PROPERTY IN RANCHO CANADA DE LA SEGUNDA", A COPY OF WHICH MAP IS ATTACHED TO THE CERTIFIED COPY OF ORDER GRANTING CONSENT TO PARTITION, RECORDED MAY 17, 1927 IN VOLUME 109 OF OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA, AT PAGE 1; THENCE ALONG THE EASTERLY BOUNDARY OF THAT CERTAIN 11.62 ACRE TRACT OF LAND DESCRIBED IN DEED FROM JOSEPH H. STEWART, ET AL, TO ANDREW STEWART, DATED JUNE 6, 1925 AND RECORDED IN VOLUME 74, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA, PAGE 474,

(1) SOUTH, 137.28 FEET TO A 4" X 4" POST WHICH BEARS NORTH, 27.72 FEET DISTANT FROM STATION S.J.S.C.I., SAID STATION BEING THE POINT OF BEGINNING OF THE PATENT SURVEY OF RANCHO SAN JOSE Y SUR CHIQUITO; THENCE LEAVING SAID BOUNDARY AND RUNNING ALONG THE SOUTHERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED FROM J. W. GREGG, DEFENDANT, TO ELIZABETH MARTIN, ET AL, PLAINTIFFS, BY AN ACTION DATED NOVEMBER 3, 1904 AND RECORDED DECEMBER 18, 1904, IN VOLUME 82 OF DEEDS, PAGE 256, RECORDS OF MONTEREY COUNTY, CALIFORNIA,

(2) NORTH 60° 23' WEST, 198.00 FEET; THENCE

(3) NORTH 85° 49' WEST, 89.76 FEET; THENCE

(4) SOUTH 70° 14' WEST, 94.38 FEET; THENCE

(5) NORTH 76° 55' WEST, 147.18 FEET TO THE SOUTHEASTERLY CORNER OF THAT CERTAIN 7.323 ACRE PARCEL AS SHOWN ON THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY, CARMEL SANITARY DISTRICT PROPERTY IN SECTION 13, T. 16 S., R. 1 E., M.D.B.8M., ETC." FILED FOR RECORD MARCH 11, 1954 IN VOLUME 7 OF SURVEYS AT PAGE 15, RECORDS OF MONTEREY COUNTY, CALIFORNIA; THENCE LEAVING SAID SOUTHERLY LINE,

(6) NORTH 88° 18' 30" WEST, 88.87 FEET; THENCE RUNNING ALONG A LINE PARALLEL WITH AND 50.00 FEET MEASURED AT RIGHT ANGLES, SOUTHERLY OF THE SOUTHERLY BOUNDARY OF SAID 7.323 ACRE PARCEL,

(7) NORTH 59° 36' WEST, 156.71 FEET; THENCE

(8) NORTH 86° 06' WEST, 172.11 FEET; THENCE

(9) NORTH 81° 56' WEST, 153.20 FEET; THENCE

(10) NORTH 87° 26' WEST, 191.94 FEET; THENCE LEAVING SAID PARALLEL LINE,

(11) NORTH 54° 44' 40" EAST, 81.54 FEET TO A POINT ON SAID SOUTHERLY BOUNDARY OF SAID 7.323 ACRE PARCEL; THENCE ALONG SAID SOUTHERLY BOUNDARY,

(12) NORTH 87° 26' WEST, 5.00 FEET TO THE SOUTHWESTERLY CORNER OF SAID 7.323 ACRE PARCEL; THENCE LEAVING SAID SOUTHERLY BOUNDARY AND CONTINUING ALONG SAID SOUTHERLY LINE,

(13) SOUTH 79° 46' WEST, 112.20 FEET; THENCE

(14) SOUTH 69° 14' WEST, 235.12 FEET; THENCE

(15) SOUTH 53° 33' WEST, 378.18 FEET TO STATION 495 OF SAID PATENT SURVEY OF RANCHO SAN JOSE Y SUR CHIQUITO; THENCE

(16) SOUTH 47° 35' WEST, 132 FEET, MORE OR LESS, TO PATENT STATION 494, SAID STATION ALSO BEING THE MOST EASTERLY CORNER OF THAT CERTAIN 16.50 ACRE PARCEL DESCRIBED IN DEED FROM MARGARET MUSSER DIEMELT, ET UX, TO STATE OF CALIFORNIA, DATED SEPTEMBER 23, 1954 AND RECORDED MARCH 25, 1955 IN VOLUME 1602 AT PAGE 110, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA; THENCE CONTINUING ALONG SAID SOUTHERLY LINE, SAID LINE ALSO BEING THE SOUTHERLY BOUNDARY OF SAID 16.50 ACRE PARCEL,

(17) SOUTH 52° 05' WEST, 1025.64 FEET (DESCRIBED AS SOUTH 52° 48' WEST, 1045.60 FEET IN LAST SAID DEED) TO PATENT STATION 493, SAID STATION BEING THE MOST SOUTHERLY CORNER OF SAID 16.50 ACRE PARCEL, ALSO BEING A POINT ON THE NORTHEASTERLY BOUNDARY OF THE LAND FORMERLY OWNED BY BURNETTE, NOW HELD BY THE STATE OF CALIFORNIA DESCRIBED IN FINAL ORDER AND DECREE OF CONDEMNATION, ACTION 36032 OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF MONTEREY, RECORDED DECEMBER 21, 1953 IN VOLUME 1497 AT PAGE 497, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA; THENCE LEAVING SAID SOUTHERLY LINE AT SAID SOUTHERLY BOUNDARY AND RUNNING INSTEAD ALONG SAID NORTHEASTERLY BOUNDARY,

(18) SOUTH 54° 22' 30" EAST, 86.40 FEET; THENCE

(19) SOUTH 35° 35' EAST, 156.20 FEET; THENCE

(20) SOUTH 15° 10' WEST, 134.70 FEET TO THE MOST NORTHERLY CORNER OF THAT CERTAIN PARCEL 1, AS SAID PARCEL IS DESCRIBED IN DEED FROM MALABAR DEVELOPMENT COMPANY, INC. TO ARDEN ESTATE, A CORPORATION DATED NOVEMBER 20, 1962 AND RECORDED MARCH 4, 1963 IN REEL 152 AT PAGE 373, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA; THENCE LEAVING SAID NORTHEASTERLY BOUNDARY AND RUNNING ALONG THE NORTHEASTERLY LINE OF LAST SAID PARCEL,

72-3067



- (21) SOUTH 34° 32' EAST, 75.10 FEET; THENCE
- (22) SOUTH 51° 48' EAST, 189.10 FEET; THENCE
- (23) SOUTH 59° 01' EAST, 124.80 FEET; THENCE
- (24) SOUTH 48° 30' EAST, 203.60 FEET; THENCE
- (25) SOUTH 52° 15' EAST, 113.40 FEET; THENCE
- (26) SOUTH 51° 16' EAST, 96.10 FEET; THENCE
- (27) SOUTH 28° 15' EAST, 36.70 FEET; THENCE
- (28) SOUTH 56° 05' EAST, 265.10 FEET; THENCE
- (29) SOUTH 40° 24' 30" EAST, 92.30 FEET; THENCE
- (30) SOUTH 33° 28' EAST, 120.40 FEET; THENCE
- (31) SOUTH 40° 09' EAST, 84.90 FEET; THENCE
- (32) SOUTH 29° 19' EAST, 41.20 FEET; THENCE
- (33) SOUTH 55° 23' EAST, 100.50 FEET; THENCE
- (34) SOUTH 85° 19' 30" EAST, 31.90 FEET; THENCE
- (35) SOUTH 51° 17' 30" EAST, 70.50 FEET TO THE MOST NORTHERLY CORNER OF THAT CERTAIN PARCEL DESCRIBED IN DEED FROM ARDEN ESTATES, INC., A CALIFORNIA CORPORATION TO STEPHEN F. WILLIAMS ENTERPRISES, INC., A CALIFORNIA CORPORATION, RECORDED DECEMBER 14, 1970 IN REEL 678 AT PAGE 928, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA; THENCE LEAVING SAID NORTHEASTERLY LINE AND RUNNING ALONG THE NORTHEASTERLY BOUNDARY OF LAST SAID PARCEL,
- (36) SOUTH 57° 56' EAST, 185.70 FEET TO THE ANGLE POINT FORMED BY COURSE (4) AND (5) OF THAT CERTAIN DEED FROM ARDEN ESTATES, A CORPORATION TO PORTOLA CORPORATION, A CALIFORNIA CORPORATION, RECORDED APRIL 20, 1962 IN REEL 45 AT PAGE 363, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA; THENCE LEAVING SAID NORTHEASTERLY BOUNDARY AND RUNNING ALONG SAID COURSE (4),
- (37) SOUTH 52° 01' EAST, 980.40 FEET TO A POINT ON THE NORTHWESTERLY LINE OF CALIFORNIA STATE HIGHWAY NO. 1, AS SAID HIGHWAY LINE IS DESCRIBED IN THAT CERTAIN DEED DATED MARCH 28, 1932 AND RECORDED IN VOLUME 342 AT PAGE 110 OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA; THENCE LEAVING SAID COURSE AND RUNNING ALONG SAID HIGHWAY LINE,

72-3067

(38) NORTH 36° 58' 40" EAST, 8.13 FEET; THENCE

(39) NORTH 31° 15' EAST, 119.57 FEET; THENCE

(40) NORTH 37° 26' 30" EAST, 312.71 FEET TO THE MOST SOUTHERLY CORNER OF THAT CERTAIN PARCEL DESCRIBED IN DEED FROM ODELLO BROTHERS TO BRUNO ODELLO AND ISABELLE DOLORES ODELLO, HIS WIFE, RECORDED OCTOBER 23, 1967 IN REEL 527 AT PAGE 603, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA; THENCE LEAVING SAID HIGHWAY LINE AND RUNNING ALONG THE WESTERLY BOUNDARY OF ABOVE SAID PARCEL,

(41) NORTH 4° 50' 45" WEST, 174.87 FEET; THENCE

(42) NORTH 5° 45' EAST, 105.41 FEET TO THE WESTERLY CORNER COMMON TO ABOVE SAID PARCEL AND THAT CERTAIN PARCEL DESCRIBED IN DEED FROM BATTISTA ODELLO, ET AL, TO BATTISTA ODELLO, ET UX, RECORDED SEPTEMBER 25, 1959 IN VOLUME 1992 AT PAGE 474, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA; THENCE LEAVING SAID WESTERLY BOUNDARY AND RUNNING INSTEAD ALONG THE WESTERLY AND NORTHERLY BOUNDARY OF LAST SAID PARCEL,

(43) NORTH 6° 50' WEST, 136.82 FEET; THENCE

(44) NORTH 48° 04' 45" EAST, 54.44 FEET; THENCE

(45) SOUTH 79° 39' 30" EAST, 266.40 FEET TO THE MOST EASTERLY CORNER OF LAST SAID PARCEL, AS SAID CORNER ALSO BEING A POINT ON SAID NORTHWESTERLY LINE OF SAID HIGHWAY; THENCE LEAVING SAID NORTHERLY BOUNDARY AND RUNNING ALONG SAID HIGHWAY LINE,

(46) NORTH 34° 44' 40" EAST, 536.93 FEET; THENCE

(47) NORTH 33° 31' EAST, 800.00 FEET; THENCE

(48) NORTH 33° 52' 30" EAST, 460.03 FEET TO AN INTERSECTION WITH THE SOUTHERLY BOUNDARY LINE OF THAT PARCEL OF LAND AWARDED TO KATE H. HATTON, ET AL, IN SUPERIOR COURT ACTION NO. 3862 DATED FEBRUARY 8, 1904; THENCE LEAVING SAID HIGHWAY LINE AND RUNNING ALONG ABOVE SAID SOUTHERLY BOUNDARY,

(49) NORTH 63° 25' WEST, 194 FEET, MORE OR LESS; THENCE

(50) NORTH 38° 27' 30" WEST, 576.5' FEET TO THE MOST WESTERLY CORNER OF LAST SAID PARCEL AS SAID CORNER ALSO BEING A POINT ON THE SOUTHERLY PATENT SURVEY BOUNDARY OF RANCHO CANADA DE LA SEGUNDA; THENCE ALONG SAID PATENT BOUNDARY,

(51) NORTH 59° 00' WEST, 551.76 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

72-3067

Agency: Department of Parks and Recreation  
Project: Carmel River State Beach  
Parcel: 2431 (Odello Bros., a Limited Partnership)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the deed dated July 17, 1974, from Odello Bros., a Limited Partnership to the State of California, is hereby accepted by the undersigned officer on behalf of the State Public Works Board pursuant to authority conferred by resolution of said Board duly adopted and the grantee consents to the recordation thereof by its duly authorized officer.

State of California  
State Public Works Board

By Thomas F. Sherman  
Thomas F. Sherman  
Administrative Secretary  
CS

Dated August 15, 1974

DEPARTMENT OF GENERAL SERVICES

APPROVED:

Original signed by  
Paul V. Savona

By Paul V. Savona  
Paul V. Savona  
Chief Land Agent

72-3067



**TITLE INSURANCE AND TRUST**

A TICOR COMPANY

# Policy of Title Insurance

**SUBJECT TO SCHEDULE B AND THE CONDITIONS AND STIPULATIONS HEREOF, TITLE INSURANCE AND TRUST COMPANY**, a California corporation, herein called the Company, insures the insured, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and costs, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by said insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on such title;
3. Unmarketability of such title; or
4. Any lack of the ordinary right of an abutting owner for access to at least one physically open street or highway if the land, in fact, abuts upon one or more such streets or highways;

and in addition, as to an insured lender only;

5. Invalidity of the lien of the insured mortgage upon said estate or interest except to the extent that such invalidity, or claim thereof, arises out of the transaction evidenced by the insured mortgage and is based upon
  - a. usury, or
  - b. any consumer credit protection or truth in lending law;
6. Priority of any lien or encumbrance over the lien of the insured mortgage, said mortgage being shown in Schedule B in the order of its priority; or
7. Invalidity of any assignment of the insured mortgage, provided such assignment is shown in Schedule B.

Title Insurance and Trust Company

by *John E. Flood, Jr.*  
President

Attest *John J. Egan*  
Secretary

72-3067

243-021-5±  
R039-X9

S-125113-DW	Date of Policy: AUGUST 22, 1974 @ 10:42 A.M.
Amount of Insurance: 1,593,000.00	Premium \$ 2,510.25

Name of Insured:

THE STATE OF CALIFORNIA

The estate or interest referred to herein is at Date of Policy vested in:

THE STATE OF CALIFORNIA

3. The estate or interest in the land described in Schedule C and which is covered by this policy is a fee.

72-3067

**Schedule B**

This policy does not insure against loss or damage, nor against costs, attorneys' fees or expenses, any or all of which arise by reason of the following:

**Part I**

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.

6. Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in Schedule C, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing in this paragraph shall modify or limit the extent to which the ordinary right of an abutting owner for access to a physically open street or highway is insured by this policy.

7. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.

8. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records.

9. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not shown by the public records and not otherwise excluded from coverage but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had been a purchaser or encumbrancer for value without knowledge.

72-3067

## Schedule B (Continued)

## Part II

1. GENERAL AND SPECIAL COUNTY TAXES FOR THE FISCAL YEAR 1974-75, A LIEN NOT YET PAYABLE.
2. ANY ADVERSE CLAIM BASED UPON THE ASSERTION THAT SOME PORTION OF THE CARMEL RIVER LYING EASTERLY OF THE WEST LINE OF THE RANCHO CANADA DE LA SEQUNDA AND THE SOUTHERLY PROLONGATION THEREOF IS NAVIGABLE IN FACT.
3. RIGHTS AND EASEMENTS FOR COMMERCE, NAVIGATION AND FISHERY AS TO THAT PORTION OF PREMISES LYING WITHIN THE SLOUGH ALONG THE SOUTHWEST BOUNDARY OF PREMISES.
4. AN EASEMENT AFFECTING SAID LAND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES  
IN FAVOR OF: PACIFIC IMPROVEMENT COMPANY, A CORPORATION  
FOR : WATER PIPE LINES  
RECORDED : IN BOOK 91, PAGE 45 OF DEEDS.
5. A WAIVER IN FAVOR OF THE STATE OF CALIFORNIA OF ANY CLAIMS FOR DAMAGES TO SAID LAND BY REASONS HEREINAFTER SHOWN IN CONNECTION WITH A HIGHWAY CONTIGUOUS THERETO, CONTAINED IN THE DEED  
FROM : ELIZABETH ANN OLIVER, A WIDOW  
REASON : THE LOCATION, CONSTRUCTION, LANDSCAPING OR MAINTENANCE OF STATE HIGHWAY  
RECORDED : AUGUST 5, 1932 IN BOOK 342, PAGE 110, OFFICIAL RECORDS
6. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES  
IN FAVOR OF: CARMEL SANITARY DISTRICT  
FOR : ROAD PURPOSES  
RECORDED : NOVEMBER 22, 1938 IN BOOK 592, PAGE 405, OFFICIAL RECORDS  
AFFECTS : A PORTION OF SAID LAND AS PROVIDED FOR THEREIN.
7. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES  
IN FAVOR OF: CARMEL SANITARY DISTRICT  
FOR : ROAD PURPOSES  
RECORDED : NOVEMBER 22, 1938 IN BOOK 597, PAGE 164, OFFICIAL RECORDS  
AFFECTS : A PORTION OF SAID LAND AS PROVIDED FOR THEREIN.
8. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES  
IN FAVOR OF: PACIFIC GAS AND ELECTRIC COMPANY  
FOR : POLE LINE  
RECORDED : MARCH 31, 1939 IN BOOK 612, PAGE 179, OFFICIAL RECORDS  
AFFECTS : A PORTION OF SAID LAND AS PROVIDED FOR THEREIN.

S-125113-DW

PAGE 2 OF  
SCHEDULE B

- 9. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES IN FAVOR OF: CARMEL SANITARY DISTRICT  
 FOR : SEWER LINE  
 RECORDED : MAY 11, 1950 IN BOOK 1216, PAGE 307, OFFICIAL RECORDS  
 AFFECTS : A PORTION OF SAID LAND AS PROVIDED FOR THEREIN.
  
- 10. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES IN FAVOR OF: ALARM CORPORATION, A CALIFORNIA CORPORATION  
 FOR : COAXIAL CABLE FOR TELEVISION PURPOSES  
 RECORDED : JULY 17, 1959 IN BOOK 1974, PAGE 189, OFFICIAL RECORDS  
 AFFECTS : A PORTION OF SAID LAND AS PROVIDED FOR THEREIN.
  
- 11. COVENANT, CONDITION, RESTRICTIONS, EASEMENTS AND PROVISION OF THE AGREEMENT GRANTING PARCELS OF REAL PROPERTY IN FEE, GRANTING AN EASEMENT, TOGETHER WITH SPECIFICATIONS OF THE CONDITIONS IMPOSED THEREON  
 DATED : FEBRUARY 16, 1971  
 EXECUTED BY : ODELLO BROTHERS, A LIMITED PARTNERSHIP AND THE CARMEL SANITARY DISTRICT, A PUBLIC CORPORATION  
 RECORDED : FEBRUARY 22, 1971 IN REEL 688, PAGE 106, OFFICIAL RECORDS.
  
- 12. THE TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN UNRECORDED REAL PROPERTY AGREEMENT DATED MAY 14, 1972  
 DISCLOSED BY: MEMORANDUM OF REAL PROPERTY AGREEMENT  
 DATED : MAY 14, 1972  
 EXECUTED BY : ODELLO BROTHERS, A LIMITED PARTNERSHIP; AND STUYVESANT FISH  
 RECORDED : JUNE 13, 1972 IN REEL 777, PAGE 1031, OFFICIAL RECORDS
  
- 13. RIGHTS AND EASEMENTS AS PROVIDED FOR IN THE MEMORANDUM OF AGREEMENT  
 DATED : SEPTEMBER 28, 1973  
 EXECUTED BY: OMEGA PROPERTIES CO., INC. AND ODELLO BROTHERS, A LIMITED PARTNERSHIP  
 RECORDED : OCTOBER 1, 1973 IN REEL 873, PAGE 425, OFFICIAL RECORDS
  
- 14. AN EASEMENT AFFECTING THE PORTION OF SAID LAND AND FOR THE PURPOSES STATED HEREIN, AND INCIDENTAL PURPOSES IN FAVOR OF: ODELLO BROS., A LIMITED PARTNERSHIP, COMPOSED OF BRUNO ODELLO, GENERAL PARTNER; ISABELLE ODELLO, GENERAL PARTNER; EMILIO ODELLO, GENERAL PARTNER, BRUNA ODELLO, GENERAL PARTNER; AND JOHN ODELLO, GENERAL PARTNER  
 FOR : A NON-EXCLUSIVE RIGHT OF WAY FOR INGRESS AND EGRESS  
 RECORDED : AUGUST 22, 1974 IN REEL 931, PAGE 524, OFFICIAL RECORDS  
 AFFECTS : SAME LOCATION AS THE EASEMENT TO THE CARMEL SANITARY DISTRICT, RECORDED NOVEMBER 22, 1938 IN BOOK 592, PAGE 405, OFFICIAL RECORDS.

72-2 67



S-125113-DW

PAGE 3 OF  
SCHEDULE B

THE USE OF THE AREA AFFECTED BY SAID EASEMENT SHALL BE  
LIMITED AS FOLLOWS:

IN COMMON WITH CARMEL SANITARY DISTRICT AND IN A MANNER THAT WILL  
NOT PREVENT THE USE OF SAID ROADWAY BY CARMEL SANITARY DISTRICT.

72-2067

## Schedule C

The land referred to in this policy is described as follows:

CERTAIN REAL PROPERTY SITUATE IN THE RANCHO SAN JOSE Y SUR CHIQUITO, COUNTY OF MONTEREY, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 4" X 4" POST STANDING AT STATION 28 OF THE SURVEY OF RANCHO CANADA DE LA SEGUNDA, AS SAID STATION IS SHOWN AND DESIGNATED "C. S. STATION 28" ON THAT CERTAIN MAP ENTITLED "PARTITION MAP OF HATTON PROPERTY IN RANCHO CANADA DE LA SEGUNDA", A COPY OF WHICH MAP IS ATTACHED TO THE CERTIFIED COPY OF ORDER GRANTING CONSENT TO PARTITION, RECORDED MAY 17, 1927 IN VOLUME 109 OF OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA, AT PAGE 1; THENCE ALONG THE EASTERLY BOUNDARY OF THAT CERTAIN 11.62 ACRE TRACT OF LAND DESCRIBED IN DEED FROM JOSEPH H. STEWART, ET AL, TO ANDREW STEWART, DATED JUNE 6, 1925 AND RECORDED IN VOLUME 74, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA, PAGE 474,

(1) SOUTH, 137.28 FEET TO A 4" X 4" POST WHICH BEARS NORTH, 27.72 FEET DISTANT FROM STATION S.J.S.C.I., SAID STATION BEING THE POINT OF BEGINNING OF THE PATENT SURVEY OF RANCHO SAN JOSE Y SUR CHIQUITO; THENCE LEAVING SAID BOUNDARY AND RUNNING ALONG THE SOUTHERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED FROM J. W. GREGG, DEFENDANT, TO ELIZABETH MARTIN, ET AL, PLAINTIFFS, BY AN ACTION DATED NOVEMBER 3, 1904 AND RECORDED DECEMBER 18, 1904, IN VOLUME 82 OF DEEDS, PAGE 256, RECORDS OF MONTEREY COUNTY, CALIFORNIA,

(2) NORTH 60° 23' WEST, 198.00 FEET; THENCE

(3) NORTH 85° 49' WEST, 89.76 FEET; THENCE

(4) SOUTH 70° 14' WEST, 94.38 FEET; THENCE

(5) NORTH 76° 55' WEST, 147.18 FEET TO THE SOUTHEASTERLY CORNER OF THAT CERTAIN 7.323 ACRE PARCEL AS SHOWN ON THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY, CARMEL SANITARY DISTRICT PROPERTY IN SECTION 13, T. 16 S., R. 1 E., M.D.B.&M., ETC." FILED FOR RECORD MARCH 11, 1964 IN VOLUME 7 OF SURVEYS AT PAGE 15, RECORDS OF MONTEREY COUNTY, CALIFORNIA; THENCE LEAVING SAID SOUTHERLY LINE,

(6) NORTH 88° 18' 30" WEST, 88.87 FEET; THENCE RUNNING ALONG A LINE PARALLEL WITH AND 50.00 FEET MEASURED AT RIGHT ANGLES, SOUTHERLY OF THE SOUTHERLY BOUNDARY OF SAID 7.323 ACRE PARCEL,

(7) NORTH 69° 36' WEST, 156.71 FEET; THENCE

(8) NORTH 86° 06' WEST, 172.11 FEET; THENCE

(9) NORTH 81° 56' WEST, 153.20 FEET; THENCE

PAGE 2 OF  
SCHEDULE C

- (10) NORTH 87° 26' WEST, 191.94 FEET; THENCE LEAVING SAID PARALLEL LINE,
- (11) NORTH 54° 44' 40" EAST, 81.54 FEET TO A POINT ON SAID SOUTHERLY BOUNDARY OF SAID 7.323 ACRE PARCEL; THENCE ALONG SAID SOUTHERLY BOUNDARY,
- (12) NORTH 87° 26' WEST, 8.00 FEET TO THE SOUTHWESTERLY CORNER OF SAID 7.323 ACRE PARCEL; THENCE LEAVING SAID SOUTHERLY BOUNDARY AND CONTINUING ALONG SAID SOUTHERLY LINE,
- (13) SOUTH 79° 46' WEST, 112.20 FEET; THENCE
- (14) SOUTH 69° 14' WEST, 285.12 FEET; THENCE
- (15) SOUTH 53° 33' WEST, 378.18 FEET TO STATION 495 OF SAID PATENT SURVEY OF RANCHO SAN JOSE Y SUR CHIQUITO; THENCE
- (16) SOUTH 47° 35' WEST, 132 FEET, MORE OR LESS, TO PATENT STATION 494, SAID STATION ALSO BEING THE MOST EASTERLY CORNER OF THAT CERTAIN 16.50 ACRE PARCEL DESCRIBED IN DEED FROM MARGARET MUSSER DIENELT, ET UX, TO STATE OF CALIFORNIA, DATED SEPTEMBER 23, 1954 AND RECORDED MARCH 25, 1955 IN VOLUME 1602 AT PAGE 110, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA; THENCE CONTINUING ALONG SAID SOUTHERLY LINE, SAID LINE ALSO BEING THE SOUTHERLY BOUNDARY OF SAID 16.50 ACRE PARCEL,
- (17) SOUTH 52° 05' WEST, 1025.64 FEET (DESCRIBED AS SOUTH 52° 48' WEST, 1045.60 FEET IN LAST SAID DEED) TO PATENT STATION 493, SAID STATION BEING THE MOST SOUTHERLY CORNER OF SAID 16.50 ACRE PARCEL, ALSO BEING A POINT ON THE NORTHEASTERLY BOUNDARY OF THE LAND FORMERLY OWNED BY BURNETTE, NOW HELD BY THE STATE OF CALIFORNIA DESCRIBED IN FINAL ORDER AND DECREE OF CONDEMNATION, ACTION 36032 OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF MONTEREY, RECORDED DECEMBER 21, 1953 IN VOLUME 1497 AT PAGE 497, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA; THENCE LEAVING SAID SOUTHERLY LINE AT SAID SOUTHERLY BOUNDARY AND RUNNING INSTEAD ALONG SAID NORTHEASTERLY BOUNDARY,
- (18) SOUTH 54° 22' 30" EAST, 86.40 FEET; THENCE
- (19) SOUTH 35° 35' EAST, 156.20 FEET; THENCE
- (20) SOUTH 15° 10' WEST, 134.70 FEET TO THE MOST NORTHERLY CORNER OF THAT CERTAIN PARCEL 1, AS SAID PARCEL IS DESCRIBED IN DEED FROM MALABAR DEVELOPMENT COMPANY, INC. TO ARDEN ESTATE, A CORPORATION DATED NOVEMBER 20, 1962 AND RECORDED MARCH 4, 1963 IN REEL 152 AT PAGE 373, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA; THENCE LEAVING SAID NORTHEASTERLY BOUNDARY AND RUNNING ALONG THE NORTHEASTERLY LINE OF LAST SAID PARCEL,

72-3067

S-125113-DW

PAGE 3 OF  
SCHEDULE C

(21) SOUTH 34° 32' EAST, 75.10 FEET; THENCE

(22) SOUTH 51° 48' EAST, 189.10 FEET; THENCE

(23) SOUTH 59° 01' EAST, 124.80 FEET; THENCE

(24) SOUTH 48° 30' EAST, 203.60 FEET; THENCE

(25) SOUTH 52° 15' EAST, 113.40 FEET; THENCE

(26) SOUTH 51° 16' EAST, 96.10 FEET; THENCE

(27) SOUTH 28° 15' EAST, 36.70 FEET; THENCE

(28) SOUTH 56° 05' EAST, 265.10 FEET; THENCE

(29) SOUTH 40° 24' 30" EAST, 92.30 FEET; THENCE

(30) SOUTH 33° 28' EAST, 120.40 FEET; THENCE

(31) SOUTH 40° 09' EAST, 84.90 FEET; THENCE

(32) SOUTH 29° 19' EAST, 41.20 FEET; THENCE

(33) SOUTH 55° 23' EAST, 100.50 FEET; THENCE

(34) SOUTH 85° 19' 30" EAST, 31.90 FEET; THENCE

(35) SOUTH 51° 17' 30" EAST, 70.50 FEET TO THE MOST NORTHERLY CORNER OF THAT CERTAIN PARCEL DESCRIBED IN DEED FROM ARDEN ESTATES, INC., A CALIFORNIA CORPORATION TO STEPHEN F. WILLIAMS ENTERPRISES, INC., A CALIFORNIA CORPORATION, RECORDED DECEMBER 14, 1970 IN REEL 678 AT PAGE 928, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA; THENCE LEAVING SAID NORTHEASTERLY LINE AND RUNNING ALONG THE NORTHEASTERLY BOUNDARY OF LAST SAID PARCEL,

(36) SOUTH 57° 56' EAST, 185.70 FEET TO THE ANGLE POINT FORMED BY COURSE (4) AND (5) OF THAT CERTAIN DEED FROM ARDEN ESTATES, A CORPORATION TO PORTOLA CORPORATION, A CALIFORNIA CORPORATION, RECORDED APRIL 20, 1962 IN REEL 45 AT PAGE 363, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA; THENCE LEAVING SAID NORTHEASTERLY BOUNDARY AND RUNNING ALONG SAID COURSE (4),

(37) SOUTH 52° 01' EAST, 980.40 FEET TO A POINT ON THE NORTHWESTERLY LINE OF CALIFORNIA STATE HIGHWAY NO. 1, AS SAID HIGHWAY LINE IS DESCRIBED IN THAT CERTAIN DEED DATED MARCH 28, 1932 AND RECORDED IN VOLUME 342 AT PAGE 110 OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA; THENCE LEAVING SAID COURSE AND RUNNING ALONG SAID HIGHWAY LINE,

72-3067

PAGE 4 OF  
SCHEDULE C

(38) NORTH 36° 58' 40" EAST, 8.13 FEET; THENCE

(39) NORTH 31° 15' EAST, 119.57 FEET; THENCE

(40) NORTH 37° 26' 30" EAST, 312.71 FEET TO THE MOST SOUTHERLY CORNER OF THAT CERTAIN PARCEL DESCRIBED IN DEED FROM ODELLO BROTHERS TO BRUNO ODELLO AND ISABELLE DOLORES ODELLO, HIS WIFE, RECORDED OCTOBER 23, 1967 IN REEL 527 AT PAGE 603, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA; THENCE LEAVING SAID HIGHWAY LINE AND RUNNING ALONG THE WESTERLY BOUNDARY OF ABOVE SAID PARCEL,

(41) NORTH 4° 50' 45" WEST, 174.87 FEET; THENCE

(42) NORTH 5° 45' EAST, 105.41 FEET TO THE WESTERLY CORNER COMMON TO ABOVE SAID PARCEL AND THAT CERTAIN PARCEL DESCRIBED IN DEED FROM BATTISTA ODELLO, ET AL, TO BATTISTA ODELLO, ET UX, RECORDED SEPTEMBER 25, 1959 IN VOLUME 1992 AT PAGE 474, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA; THENCE LEAVING SAID WESTERLY BOUNDARY AND RUNNING INSTEAD ALONG THE WESTERLY AND NORTHERLY BOUNDARY OF LAST SAID PARCEL,

(43) NORTH 6° 50' WEST, 136.82 FEET; THENCE

(44) NORTH 48° 04' 45" EAST, 54.44 FEET; THENCE

(45) SOUTH 79° 39' 30" EAST, 266.40 FEET TO THE MOST EASTERLY CORNER OF LAST SAID PARCEL, AS SAID CORNER ALSO BEING A POINT ON SAID NORTHWESTERLY LINE OF SAID HIGHWAY; THENCE LEAVING SAID NORTHERLY BOUNDARY AND RUNNING ALONG SAID HIGHWAY LINE,

(46) NORTH 34° 44' 40" EAST, 536.93 FEET; THENCE

(47) NORTH 33° 31' EAST, 800.00 FEET; THENCE

(48) NORTH 33° 52' 30" EAST, 460.03 FEET TO AN INTERSECTION WITH THE SOUTHERLY BOUNDARY LINE OF THAT PARCEL OF LAND AWARDED TO KATE H. HATTON, ET AL, IN SUPERIOR COURT ACTION NO. 3862 DATED FEBRUARY 8, 1904; THENCE LEAVING SAID HIGHWAY LINE AND RUNNING ALONG ABOVE SAID SOUTHERLY BOUNDARY,

(49) NORTH 63° 25' WEST, 194 FEET, MORE OR LESS; THENCE

(50) NORTH 38° 27' 30" WEST, 576.5 FEET TO THE MOST WESTERLY CORNER OF LAST SAID PARCEL AS SAID CORNER ALSO BEING A POINT ON THE SOUTHERLY PATENT SURVEY BOUNDARY OF RANCHO CANADA DE LA SEGUNDA; THENCE ALONG SAID PATENT BOUNDARY,

(51) NORTH 59° 00' WEST, 551.76 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

72-3067

# Exhibit B-3: Project Area Lying within BSLT Property

EXHIBIT A, SHEET 1 OF 4

**LEGAL DESCRIPTION OF A  
TEMPORARY CONSTRUCTION EASEMENT**

Certain real property situate in the County of Monterey, State of California, described as follows:

Being a portion of that certain real property described as Adjusted Parcel O in the deed recorded January 14, 2016, as Document Number 2016002231 in the Official Records of said County, lying southerly of the following described line:

**Beginning** at a point on the westerly boundary of said Adjusted Parcel O, said point also being on the easterly right-of-way of State Route 1, said point bearing South 43°54'47" West, 313.76 feet from the northwesterly corner of said Parcel; thence departing said westerly boundary and said right-of-way

- 1) South 63°44'47" East, 719.77 feet; thence
- 2) North 87°35'34" East, 510.13 feet; thence
- 3) North 73°30'42" East, 573.77 feet; thence
- 4) North 00°27'41" West, 59.09 feet; thence
- 5) North 77°39'04" East, 610.69 feet; thence
- 6) North 85°14'59" East, 381.39 feet; thence
- 7) North 22°30'38" East, 80.08 feet; thence
- 8) North 83°06'56" East, 122.36 feet; thence
- 9) South 85°18'58" East, 178.36 feet; thence
- 10) South 29°44'51" East, 76.10 feet; thence
- 11) North 80°55'11" East, 244.87 feet; thence
- 12) North 69°48'56" East, 106.47 feet; thence
- 13) North 55°24'33" East, 48.65 feet; thence
- 14) South 78°10'32" East, 90.11 feet; thence
- 15) South 66°09'46" East, 267.80 feet to a point on the easterly boundary of said Parcel that bears North 10°46'50" West, 239.25 feet from the most northerly corner of that certain parcel of land designated "Well Parcel" on that certain map filed in Volume 21 of Surveys at Page 78 of the Official Records of said County.

**Together with** said "Well Parcel", excepting therefrom the portion lying southerly of the following described line:

Beginning at a point on the easterly boundary of said Well Parcel, that bears South 10°46'50" East, 137.74 feet from the most northerly corner of said Parcel; thence departing said easterly boundary

- 1) South 00°21'23" West, 165.79 feet; thence
- 2) South 52°04'34" West, 35.97 feet; thence

EXHIBIT A, SHEET 2 OF 4

- 3) North  $80^{\circ}56'06''$  West, 134.66 feet to an angle point on the southerly boundary of said parcel, said angle point being the northwesterly terminus of the course shown as "South  $51^{\circ}18'00''$  East, 293.50 feet" on said map filed in Volume 21 of Surveys at Page 78 of the Official Records of said County.

**Together with** all of that certain parcel of land designated "Development Parcel" on said map.

Containing 108.02 acres, more or less.

Attached hereto is a plat to accompany this legal description and by this reference made a part hereof.

**END OF DESCRIPTION**

PREPARED BY:  
WHITSON ENGINEERS



RICHARD P. WEBER P.L.S.  
L.S. NO. 8002  
Job No.: 2172.08

2/24/22  
DATE





500 0 500 Feet



SCALE: 1" = 500'

PROPOSED EASEMENT  
PER SEPARATE  
DESCRIPTION

POINT OF  
BEGINNING

S43°54'47"W  
313.76' (TIE)

STATE HIGHWAY 1

NORTHWESTERLY CORNER,  
ADJUSTED PARCEL O  
PER DOC. #2016002231

ADJUSTED  
PARCEL P  
PER DOC  
#2016002232

DESCRIBED AREA:  
±108.02 ACRES

SEE LINE TABLE  
ON SHEET 4

ADJUSTED  
PARCEL O  
DOC. #  
2016002231

DEVELOPMENT PARCEL  
VOL. 21 SUR. PG. 78

PARCEL A  
VOL. 20 SUR. PG. 66

PROPOSED EASEMENT  
PER SEPARATE  
DESCRIPTION

WELL PARCEL  
VOL. 21 SUR. PG. 78  
SEE DETAIL SHEET 4

PROPOSED EASEMENT  
PER SEPARATE  
DESCRIPTION

EXHIBIT A,  
SHEET 3 OF 4

 TEMPORARY CONSTRUCTION  
EASEMENT AREA

# PLAT TO ACCOMPANY DESCRIPTION TEMPORARY CONSTRUCTION EASEMENT

CARMEL, CALIFORNIA  
JANUARY 27, 2022



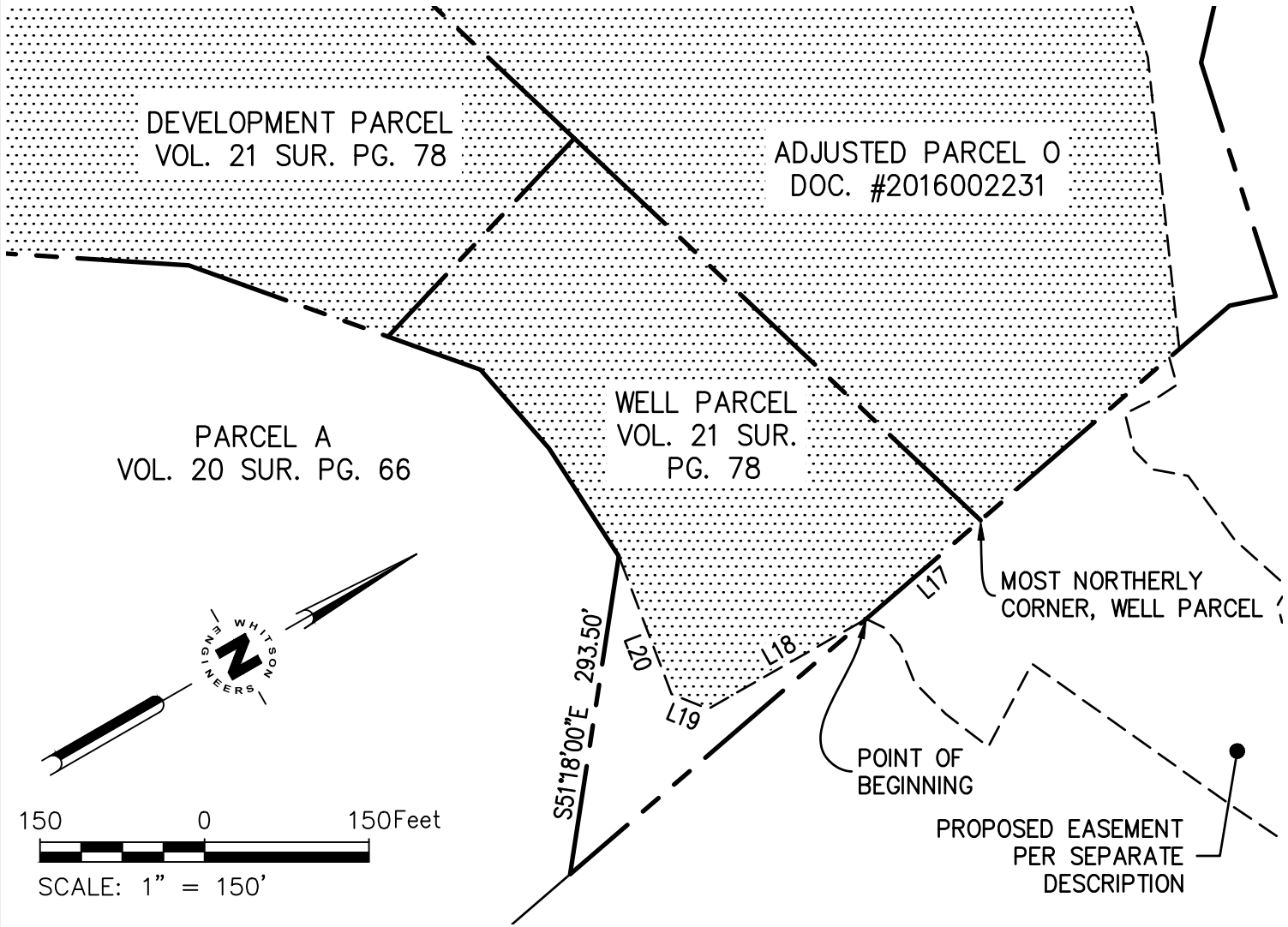
Civil Engineering +  
Land Surveying  
6 Harris Court  
Monterey, CA 93940  
831.649.5225  
whitsonengineers.com

EXHIBIT A,  
SHEET 4 OF 4

LINE	DIRECTION	LENGTH
L1	S63°44'47"E	719.77'
L2	N87°35'34"E	510.13'
L3	N73°30'42"E	573.77'
L4	N0°27'41"W	59.09'
L5	N77°39'04"E	610.69'
L6	N85°14'59"E	381.39'
L7	N22°30'38"E	80.08'
L8	N83°06'56"E	122.36'
L9	S85°18'58"E	178.36'
L10	S29°44'51"E	76.10'

LINE	DIRECTION	LENGTH
L11	N80°55'11"E	244.87'
L12	N69°48'56"E	106.47'
L13	N55°24'33"E	48.65'
L14	S78°10'32"E	90.11'
L15	S66°09'46"E	267.80'
L16	N10°46'50"W	239.25' (TIE)
L17	S10°46'50"E	137.74' (TIE)
L18	S0°21'23"W	165.79'
L19	S52°04'34"W	35.97'
L20	N80°56'06"W	134.66'

DETAIL



**PLAT TO ACCOMPANY DESCRIPTION  
TEMPORARY CONSTRUCTION EASEMENT**

CARMEL, CALIFORNIA  
JANUARY 27, 2022



Civil Engineering +  
Land Surveying  
6 Harris Court  
Monterey, CA 93940  
831.649.5225  
whitsonengineers.com

T:\Monterey Projects\2172\Survey\Legal Desc\ESMT-LEGAL-PLATS.dwg

# Exhibit B-4: Project Area Lying within MPRPD Property

EXHIBIT A, SHEET 1 OF 2

**LEGAL DESCRIPTION OF A  
TEMPORARY CONSTRUCTION EASEMENT**

Certain real property situate in the County of Monterey, State of California, described as follows:

Being a portion of that certain parcel of land designated "Parcel A" on that certain map filed in Volume 20 of Surveys at Page 66 of the Official Records of said County, more particularly described as follows:

**Beginning** at a point on the common boundary of said Parcel A and that certain parcel of land designated "Development Parcel" on that certain map filed in Volume 21 of Surveys at Page 78 of the Official Records of said County, said point bears South 49°40'09" West, 112.93 feet from the most easterly corner of said Development Parcel; thence along said common boundary

- 1) South 49°40'00" West, 80.04 feet; thence
- 2) South 33°43'00" West, 672.00 feet; thence
- 3) South 39°04'00" West, 286.89 feet; thence departing said common boundary
- 4) North 55°13'07" East, 129.40 feet; thence
- 5) North 42°46'12" East, 60.88 feet; thence
- 6) North 31°51'29" East, 79.57 feet; thence
- 7) North 22°31'17" East, 71.27 feet; thence
- 8) North 35°43'33" East, 97.72 feet; thence
- 9) North 41°09'02" East, 95.88 feet; thence
- 10) North 39°22'15" East, 55.91 feet; thence
- 11) North 33°46'02" East, 111.26 feet; thence
- 12) North 35°01'15" East, 95.19 feet; thence
- 13) North 32°54'25" East, 150.21 feet; thence
- 14) North 33°09'29" East, 88.62 feet; thence
- 15) North 14°46'49" West, 16.64 feet to the **POINT OF BEGINNING.**

Containing 0.68 acre, more or less.

Attached hereto is a plat to accompany legal description, and by this reference made a part hereof.

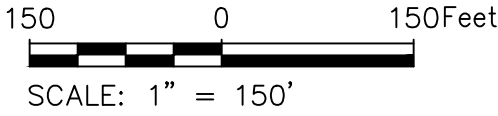
**END OF DESCRIPTION**

PREPARED BY:  
WHITSON ENGINEERS

RICHARD P. WEBER P.L.S.  
L.S. NO. 8002  
Job No.: 2172.08

2/24/22  
DATE





BIG SUR LAND TRUST  
WELL PARCEL  
VOL. 21 SUR.  
PG. 78

MOST EASTERLY CORNER,  
DEVELOPMENT PARCEL

POINT OF BEGINNING

S49°40'00"W 80.04'

S49°40'09"W  
112.93' (TIE)

N14°46'49"W 16.64'

DESCRIBED AREA  
±0.68 ACRE

N33°09'29"E 88.62'

N32°54'25"E 150.21'

BIG SUR LAND TRUST  
DEVELOPMENT PARCEL  
VOL. 21 SUR. PG. 78

N35°01'15"E 95.19'

N33°46'02"E 111.26'

N39°22'15"E 55.91'

N41°09'02"E 95.88'

N35°43'33"E 97.72'

N22°31'17"E 71.27'

N31°51'29"E 79.57'

N42°46'12"E 60.88'

N55°13'07"E 129.40'

S33°43'00"W 672.00'

S39°04'00"W 286.89'



M.P.R.P.D.  
PALO CORONA REGIONAL PARK  
PARCEL A  
VOL. 20 SUR. PG. 66

EXHIBIT A,  
SHEET 2 OF 2



TEMPORARY CONSTRUCTION  
EASEMENT AREA

# PLAT TO ACCOMPANY DESCRIPTION TEMPORARY CONSTRUCTION EASEMENT

CARMEL, CALIFORNIA  
FEBRUARY 11, 2022



Civil Engineering +  
Land Surveying  
6 Harris Court  
Monterey, CA 93940  
831.649.5225  
whitsonengineers.com

EXHIBIT A, SHEET 1 OF 4

**LEGAL DESCRIPTION OF A  
TEMPORARY CONSTRUCTION EASEMENT**

Certain real property situate in the County of Monterey, State of California, described as follows:

Being a portion of that certain real property described as Parcel I in the deed recorded April 21, 2004, as Document Number 2004038250 in the Official Records of said County, more particularly described as follows:

**Beginning** at a point on the westerly boundary of said Parcel I, said point being also the most northerly corner that certain parcel of land designated "Well Parcel" on that certain map filed in Volume 21 of Surveys at Page 78 of the Official Records of said County; thence along said westerly boundary

- 1) North 10°46'50" West, 227.10 feet; thence departing said boundary
- 2) South 75°37'55" East, 25.75 feet; thence
- 3) South 03°15'34" East, 19.80 feet; thence
- 4) South 03°22'18" West, 34.33 feet; thence
- 5) South 73°47'30" East, 34.59 feet; thence
- 6) North 75°19'27" East, 24.34 feet; thence
- 7) North 40°16'46" East, 32.58 feet; thence
- 8) North 83°54'16" East, 72.55 feet; thence
- 9) North 71°38'15" East, 64.71 feet; thence
- 10) South 29°46'02" East, 18.34 feet; thence
- 11) South 73°25'53" East, 16.40 feet; thence
- 12) North 82°06'41" East, 21.19 feet; thence
- 13) North 43°20'29" East, 13.89 feet; thence
- 14) North 01°39'31" West, 17.24 feet; thence
- 15) North 14°20'34" West, 39.89 feet; thence
- 16) North 69°45'32" East, 37.04 feet; thence
- 17) North 79°42'37" East, 22.62 feet; thence
- 18) North 84°55'38" East, 76.01 feet; thence
- 19) South 88°10'06" East, 60.42 feet; thence
- 20) North 89°58'58" East, 56.03 feet; thence
- 21) North 85°45'23" East, 59.05 feet; thence
- 22) South 84°10'05" East, 13.62 feet; thence
- 23) South 75°41'09" East, 73.56 feet; thence
- 24) South 45°30'51" West, 16.72 feet; thence

EXHIBIT A, SHEET 2 OF 4

- 25) South 57°41'25" West, 71.05 feet; thence
- 26) South 36°51'31" East, 13.26 feet; thence
- 27) South 54°50'26" West, 156.91 feet; thence
- 28) South 64°01'07" West, 110.56 feet; thence
- 29) South 65°24'11" West, 222.63 feet; thence
- 30) South 32°19'37" East, 85.56 feet; thence
- 31) South 67°39'19" West, 48.94 feet; thence
- 32) South 75°17'55" West, 40.44 feet; thence
- 33) North 81°50'40" West, 36.74 feet; thence
- 34) South 79°14'43" West, 20.66 feet; thence
- 35) South 55°46'03" West, 18.86 feet, more or less, to a point on said westerly boundary of Parcel I; thence along said boundary
- 36) North 10°46'50" West, 137.74 feet to the POINT OF BEGINNING.

Containing 2.87 acres, more or less.

Attached hereto is a plat to accompany legal description, and by this reference made a part hereof.

**END OF DESCRIPTION**

PREPARED BY:  
WHITSON ENGINEERS

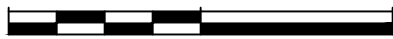


RICHARD P. WEBER P.L.S.  
L.S. NO. 8002  
Job No.: 2172.08

2/24/22  
DATE

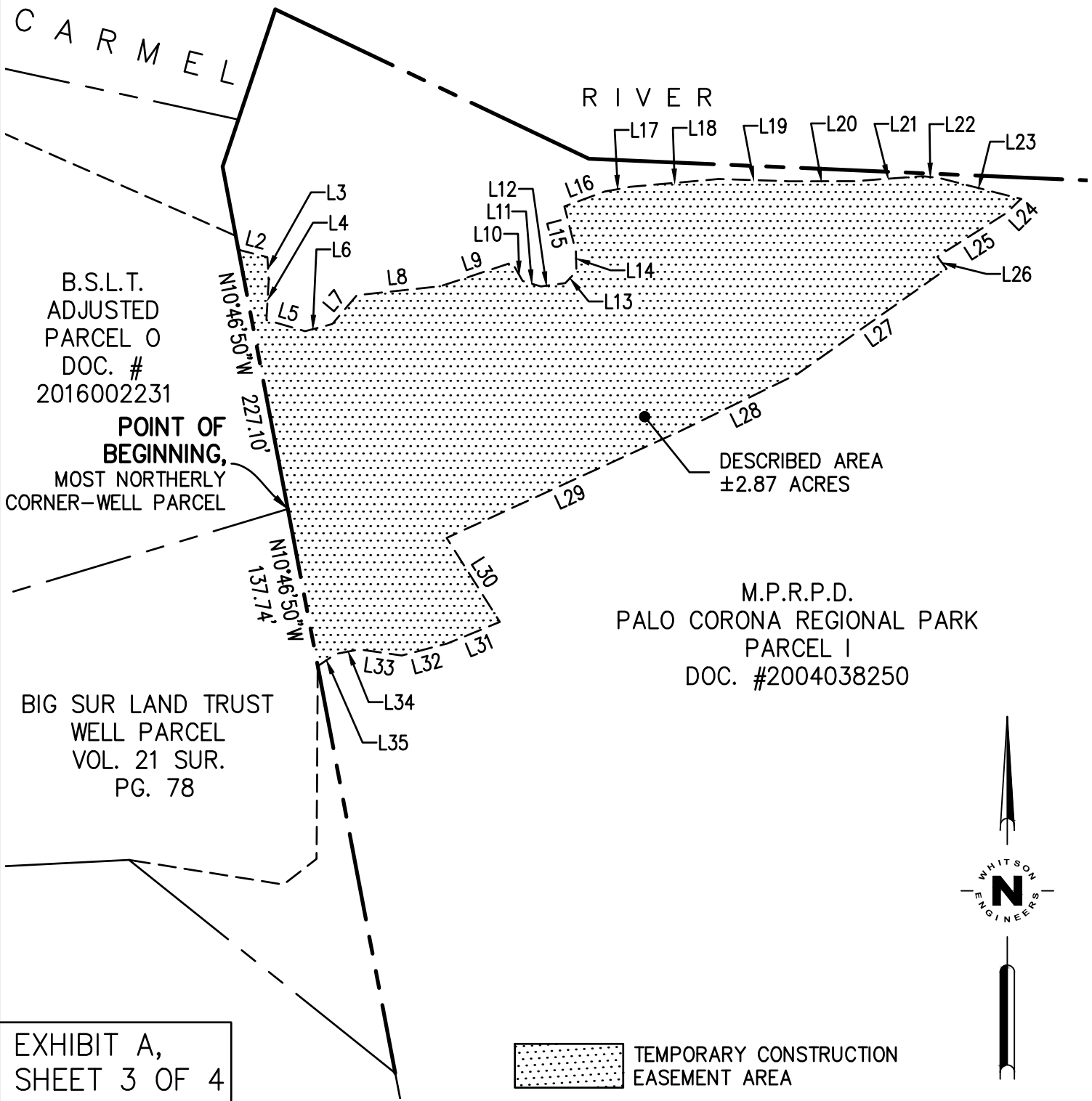


120 0 120 Feet



SCALE: 1" = 120'

SEE LINE TABLE  
ON SHEET 4



B.S.L.T.  
ADJUSTED  
PARCEL O  
DOC. #  
2016002231

POINT OF  
BEGINNING,  
MOST NORTHERLY  
CORNER—WELL PARCEL

BIG SUR LAND TRUST  
WELL PARCEL  
VOL. 21 SUR.  
PG. 78

M.P.R.P.D.  
PALO CORONA REGIONAL PARK  
PARCEL I  
DOC. #2004038250

 TEMPORARY CONSTRUCTION  
EASEMENT AREA



EXHIBIT A,  
SHEET 3 OF 4

# PLAT TO ACCOMPANY DESCRIPTION TEMPORARY CONSTRUCTION EASEMENT

CARMEL, CALIFORNIA  
FEBRUARY 11, 2022



Civil Engineering +  
Land Surveying  
6 Harris Court  
Monterey, CA 93940  
831.649.5225  
whitsonengineers.com

T:\Monterey Projects\2172\Survey\Legal Desc\ESMT-LEGAL-PLATS.dwg



TEMPORARY CONSTRUCTION EASEMENT (T.C.E.)		
LINE	DIRECTION	LENGTH
L2	S75°37'55"E	25.75'
L3	S3°15'34"E	19.80'
L4	S3°22'18"W	34.33'
L5	S73°47'30"E	34.59'
L6	N75°19'27"E	24.34'
L7	N40°16'46"E	32.58'
L8	N83°54'16"E	72.55'
L9	N71°38'15"E	64.71'
L10	S29°46'02"E	18.34'
L11	S73°25'53"E	16.40'
L12	N82°06'41"E	21.19'
L13	N43°20'29"E	13.89'
L14	N1°39'31"W	17.24'
L15	N14°20'34"W	39.89'
L16	N69°45'32"E	37.04'
L17	N79°42'37"E	22.62'
L18	N84°55'38"E	76.01'

TEMPORARY CONSTRUCTION EASEMENT (T.C.E.)		
LINE	DIRECTION	LENGTH
L19	S88°10'06"E	60.42'
L20	N89°58'58"E	56.03'
L21	N85°45'23"E	59.05'
L22	S84°10'05"E	13.62'
L23	S75°41'09"E	73.56'
L24	S45°30'51"W	16.72'
L25	S57°41'25"W	71.05'
L26	S36°51'31"E	13.26'
L27	S54°50'26"W	156.91'
L28	S64°01'07"W	110.56'
L29	S65°24'11"W	222.63'
L30	S32°19'37"E	85.56'
L31	S67°39'19"W	48.94'
L32	S75°17'55"W	40.44'
L33	N81°50'40"W	36.74'
L34	S79°14'43"W	20.66'
L35	S55°46'03"W	18.86'

EXHIBIT A,  
SHEET 4 OF 4

**PLAT TO ACCOMPANY DESCRIPTION  
TEMPORARY CONSTRUCTION EASEMENT**

CARMEL, CALIFORNIA  
FEBRUARY 11, 2022



Civil Engineering +  
Land Surveying  
6 Harris Court  
Monterey, CA 93940  
831.649.5225  
whitsonengineers.com

# Exhibit B-5: Project Area Lying within Eastwood Property

EXHIBIT A, SHEET 1 OF 2

**LEGAL DESCRIPTION OF A  
TEMPORARY CONSTRUCTION EASEMENT**

Certain real property situate in the County of Monterey, State of California, described as follows:

Being a portion of that certain real property described as Adjusted Parcel P in the deed recorded January 14, 2016, as Document Number 2016002232 in the Official Records of said County, lying northerly of the following described line:

Commencing at the most westerly corner of said Adjusted Parcel P; thence along the westerly boundary of said Parcel

Northeasterly 65.70 feet along the arc of a curve to the right, of which the radius point lies South 55°42'37" East, a radial distance of 19,870.00 feet, through a central angle of 00°11'22", to the **POINT OF BEGINNING**; thence departing said westerly boundary

- 1) North 72°11'09" East, 536.72 feet; thence
- 2) South 88°24'38" East, 66.47 feet to a point on the easterly boundary of said Parcel that bears North 8°24'37" West, 30.67 feet from the most easterly corner of said Parcel.

Containing 1.13 acre, more or less.

Attached hereto is a plat to accompany legal description, and by this reference made a part hereof.

**END OF DESCRIPTION**

PREPARED BY:  
WHITSON ENGINEERS



RICHARD P. WEBER P.L.S.  
L.S. NO. 8002  
Job No.: 2172.08

2/24/22  
DATE



80 0 80 Feet



SCALE: 1" = 80'

STATE ROUTE 1

POINT OF COMMENCEMENT  
MOST WESTERLY CORNER,  
ADJUSTED PARCEL P

POINT OF BEGINNING

BIG SUR LAND TRUST  
ADJUSTED PARCEL O  
DOC. #2016002231

S55°42'37"E  
(RADIAL)

$\Delta=0^{\circ}11'22''$   
R=19870.00'  
L=65.70' (TIE)

DESCRIBED AREA:  
 $\pm 1.13$  ACRES

N72°11'09"E 536.72'

EASTWOOD  
ADJUSTED PARCEL P  
DOC. #2016 002232

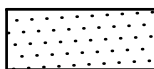
M.P.R.P.D.  
PALO CORONA REGIONAL PARK  
PARCEL A  
VOL. 20 SUR. PG. 66

S88°24'38"E 66.47'

MOST EASTERLY CORNER,  
ADJUSTED PARCEL P

N8°24'37"W  
30.67' (TIE)

EXHIBIT A,  
SHEET 2 OF 2



TEMPORARY CONSTRUCTION  
EASEMENT AREA

# PLAT TO ACCOMPANY DESCRIPTION TEMPORARY CONSTRUCTION EASEMENT

CARMEL, CALIFORNIA  
JANUARY 27, 2022



**Whitson**  
ENGINEERS

Civil Engineering +  
Land Surveying  
6 Harris Court  
Monterey, CA 93940  
831.649.5225  
whitsonengineers.com

# Exhibit C: Agreement for Grant of Temporary Construction Easement with BSLT

**AGREEMENT FOR GRANT OF TEMPORARY CONSTRUCTION EASEMENT  
FOR THE  
CARMEL RIVER FLOODPLAIN RESTORATION AND  
ENVIRONMENTAL ENHANCEMENT PROJECT  
(BSLT)**

This Agreement for Grant of Temporary Construction Easement (Agreement) is between the County of Monterey, a political subdivision of the State of California (GRANTEE), and Big Sur Land Trust (GRANTOR).

The parties hereby agree as follows:

**1. DONATION AND ACCEPTANCE OF EASEMENT "AS IS":**

GRANTOR agrees to grant to GRANTEE, and GRANTEE agrees to accept from GRANTOR, pursuant to the terms and conditions set forth in this Agreement, a temporary construction easement ("Temporary Construction Easement" or "Easement") over, under and through that certain real property described in the **Exhibit "A"** attached and incorporated by this reference (the "Easement Area"). The form of the Temporary Construction Easement is attached as **Exhibit "B"** and incorporated by this reference.

GRANTEE agrees to accept from GRANTOR the Easement and Easement Area "as is" with all faults and conditions thereon, and with no representations or warranties from GRANTOR regarding the condition, fitness or suitability for use.

**2. PURPOSE:**

The Easement Area shall be used for construction of the Carmel River Floodplain Restoration and Environmental Enhancement Project (the "Project"), including: demolition, grading, constructing, improving, landscaping, and other necessary work including but not limited to mobilization, trenching and installation of a temporary water pipeline and related testing and disinfection, with subsequent removal of the temporary water pipeline upon completion of the bridge and final piping;; storage of equipment, materials and vehicles; operation of equipment; and the movement of a work force, over, upon and across the described easement, together with the right of ingress and egress. GRANTEE shall repair damage caused by GRANTEE's use.

**3. CONSIDERATION FOR THIS AGREEMENT:**

It is agreed that the Temporary Construction Easement is being granted without any monetary payment to GRANTOR by the GRANTEE. GRANTOR has been informed of the right to compensation for the Easement, and hereby waives such right to compensation.

Although, GRANTOR waives any right to compensation, GRANTOR and GRANTEE agree that good and valuable consideration exists for this Agreement and said Easement by virtue of the fact that the Project will benefit the real property owned by GRANTOR.

**4. DELIVERY OF EASEMENT; RECORDING; COSTS:**

The Temporary Construction Easement conveying the Easement shall be executed and delivered by GRANTOR to GRANTEE.

The Easement shall not be effective and shall not be recorded until all parties have executed the separate agreement entitled "Carmel River Flood Plain Restoration And Environmental Enhancement Project, Amendment And Complete Restatement Of Memorandum Of Understanding".

The fully executed Easement shall be recorded in the Official Records of Monterey County.

GRANTOR and GRANTEE shall be responsible for their respective costs incurred in this transaction, including any costs incurred for document preparation and review by the parties and their respective attorneys. GRANTEE shall pay recording fees, if any.

**5. POSSESSION; TERMINATION:**

It is agreed that possession and use of the Easement Area by GRANTEE shall commence at the time of recordation and shall automatically terminate and expire upon the date construction of the Project is completed. Upon the expiration of the term of the Temporary Construction Easement, all the rights and benefits of GRANTEE in, to and under this Agreement with respect to the Temporary Construction Easement shall automatically terminate and be of no further force and effect. If requested by Grantor following expiration or earlier termination of the Easement, Grantee shall deliver to Grantor a quitclaim of the interest granted to Grantee pursuant to this Agreement.

**6. INDEMNITY:**

Except as provided below, GRANTEE shall indemnify and hold harmless GRANTOR from any and all claims, demands, obligations, suits, actions, and proceedings, damages and costs of any nature arising out of the GRANTEE's use of the Easement Area (including use by GRANTEE's employees, contractors, or other users under GRANTEE'S authority or control).

GRANTEE's obligation to indemnify and hold harmless GRANTOR, as set forth above, is hereby expressly limited to exclude any and all claims, demands, obligations, suits, actions, and proceedings, damages and costs of any nature arising out of the GRANTOR's negligent or unlawful acts.

GRANTOR shall indemnify and hold harmless GRANTEE from any and all claims, demands, obligations, suits, actions and proceedings, damages and costs of any nature arising out of the GRANTOR's use, disposal, storage, or abandonment of hazardous or toxic substances.

**7. SEVERABILITY:**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.

**8. GOVERNING LAW:**

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue of any action concerning this Agreement shall be in the Superior Court of Monterey County.

**9. PUBLIC PURPOSE:**

GRANTEE requires the Easement for the Project. GRANTEE has the right to acquire the Easement through the exercise of its power of eminent domain and has so notified GRANTOR.

**10. EXHIBITS:**

- Exhibit A      Legal Description of Easement Area
- Exhibit B      Form of Temporary Construction Easement

**11. EXECUTION OF AGREEMENT; INTEGRATED AGREEMENT:**

This Agreement shall first be executed by GRANTOR and shall be valid only when executed by both GRANTOR and GRANTEE.

This Agreement constitutes the complete understanding of the parties hereto regarding the subject matter to which it pertains. It supersedes any prior oral or written agreements. Amendments hereto shall be in writing, signed by both parties.

**ALL AGREEMENTS FOR THE TEMPORARY CONSTRUCTION EASEMENT ARE CONTINGENT UPON THE APPROVAL OF THE COUNTY OF MONTEREY.**

*SIGNATURES APPEAR ON THE NEXT PAGE*



**IN WITNESS WHEREOF, the parties have executed this Agreement For Grant Of Temporary Construction Easement as of the last date opposite the signatures below.**

COUNTY OF MONTEREY

BIG SUR LAND TRUST

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

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

Erik V. Lundquist, AICP  
Housing and Community Development  
Director

Jeannette Tuitele-Lewis  
President/CEO

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:  
Kristi A. Markey  
County Counsel

Approved as to form:  
Robin Jepsen  
Counsel for BSLT

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A, SHEET 1 OF 4

**LEGAL DESCRIPTION OF A  
TEMPORARY CONSTRUCTION EASEMENT**

Certain real property situate in the County of Monterey, State of California, described as follows:

Being a portion of that certain real property described as Adjusted Parcel O in the deed recorded January 14, 2016, as Document Number 2016002231 in the Official Records of said County, lying southerly of the following described line:

**Beginning** at a point on the westerly boundary of said Adjusted Parcel O, said point also being on the easterly right-of-way of State Route 1, said point bearing South 43°54'47" West, 313.76 feet from the northwesterly corner of said Parcel; thence departing said westerly boundary and said right-of-way

- 1) South 63°44'47" East, 719.77 feet; thence
- 2) North 87°35'34" East, 510.13 feet; thence
- 3) North 73°30'42" East, 573.77 feet; thence
- 4) North 00°27'41" West, 59.09 feet; thence
- 5) North 77°39'04" East, 610.69 feet; thence
- 6) North 85°14'59" East, 381.39 feet; thence
- 7) North 22°30'38" East, 80.08 feet; thence
- 8) North 83°06'56" East, 122.36 feet; thence
- 9) South 85°18'58" East, 178.36 feet; thence
- 10) South 29°44'51" East, 76.10 feet; thence
- 11) North 80°55'11" East, 244.87 feet; thence
- 12) North 69°48'56" East, 106.47 feet; thence
- 13) North 55°24'33" East, 48.65 feet; thence
- 14) South 78°10'32" East, 90.11 feet; thence
- 15) South 66°09'46" East, 267.80 feet to a point on the easterly boundary of said Parcel that bears North 10°46'50" West, 239.25 feet from the most northerly corner of that certain parcel of land designated "Well Parcel" on that certain map filed in Volume 21 of Surveys at Page 78 of the Official Records of said County.

**Together with** said "Well Parcel", excepting therefrom the portion lying southerly of the following described line:

Beginning at a point on the easterly boundary of said Well Parcel, that bears South 10°46'50" East, 137.74 feet from the most northerly corner of said Parcel; thence departing said easterly boundary

- 1) South 00°21'23" West, 165.79 feet; thence
- 2) South 52°04'34" West, 35.97 feet; thence

EXHIBIT A, SHEET 2 OF 4

- 3) North  $80^{\circ}56'06''$  West, 134.66 feet to an angle point on the southerly boundary of said parcel, said angle point being the northwesterly terminus of the course shown as "South  $51^{\circ}18'00''$  East, 293.50 feet" on said map filed in Volume 21 of Surveys at Page 78 of the Official Records of said County.

**Together with** all of that certain parcel of land designated "Development Parcel" on said map.

Containing 108.02 acres, more or less.

Attached hereto is a plat to accompany this legal description and by this reference made a part hereof.

**END OF DESCRIPTION**

PREPARED BY:  
WHITSON ENGINEERS



RICHARD P. WEBER P.L.S.  
L.S. NO. 8002  
Job No.: 2172.08

2/24/22  
DATE



500 0 500 Feet



SCALE: 1" = 500'

PROPOSED EASEMENT  
PER SEPARATE  
DESCRIPTION

POINT OF  
BEGINNING

S43°54'47"W  
313.76' (TIE)

STATE HIGHWAY 1

NORTHWESTERLY CORNER,  
ADJUSTED PARCEL O  
PER DOC. #2016002231

ADJUSTED  
PARCEL P  
PER DOC  
#2016002232

DESCRIBED AREA:  
±108.02 ACRES

SEE LINE TABLE  
ON SHEET 4

ADJUSTED  
PARCEL O  
DOC. #  
2016002231

DEVELOPMENT PARCEL  
VOL. 21 SUR. PG. 78

PARCEL A  
VOL. 20 SUR. PG. 66

PROPOSED EASEMENT  
PER SEPARATE  
DESCRIPTION

WELL PARCEL  
VOL. 21 SUR. PG. 78  
SEE DETAIL SHEET 4

PROPOSED EASEMENT  
PER SEPARATE  
DESCRIPTION

EXHIBIT A,  
SHEET 3 OF 4

 TEMPORARY CONSTRUCTION  
EASEMENT AREA

# PLAT TO ACCOMPANY DESCRIPTION TEMPORARY CONSTRUCTION EASEMENT

CARMEL, CALIFORNIA  
JANUARY 27, 2022



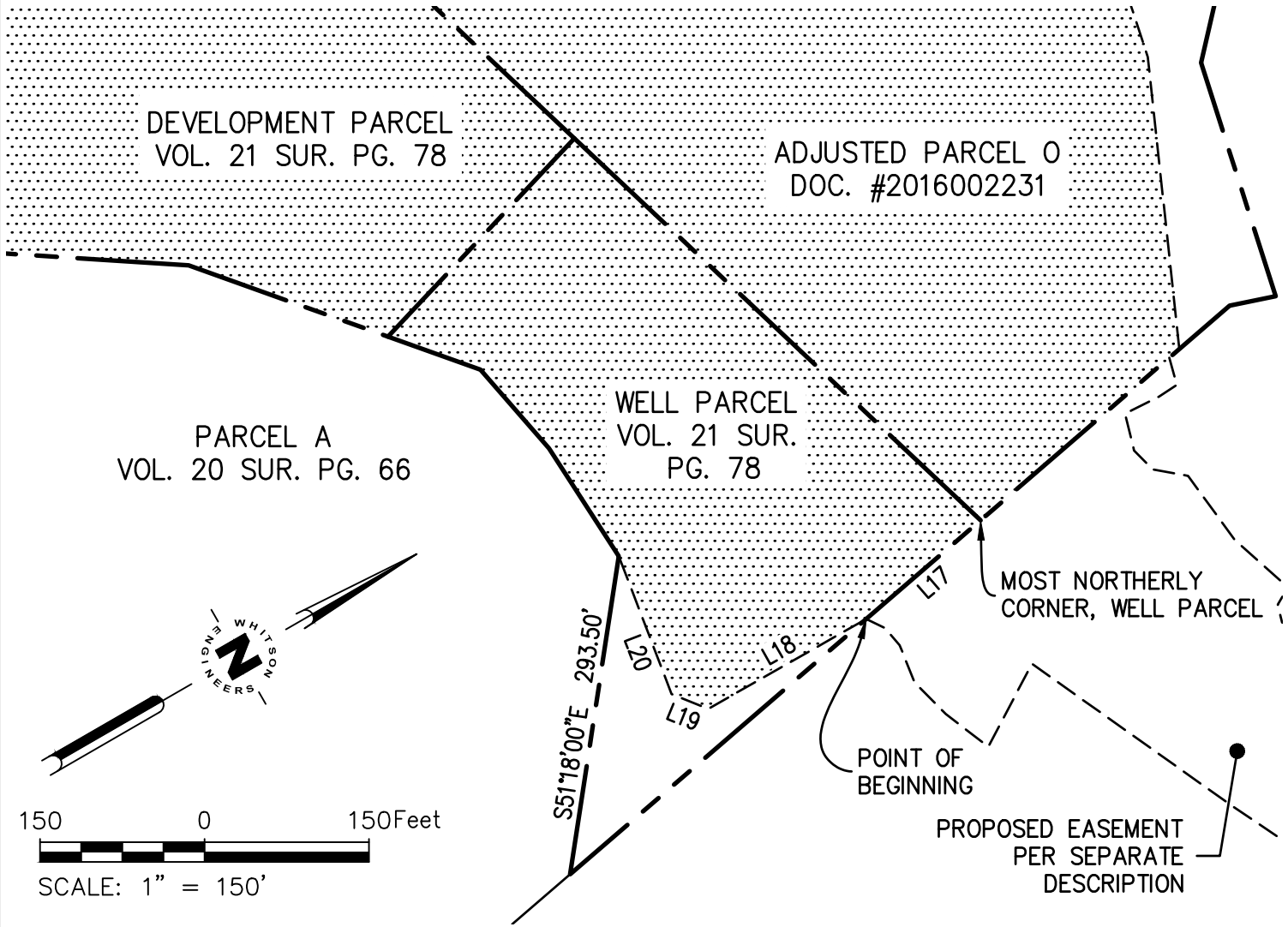
Civil Engineering +  
Land Surveying  
6 Harris Court  
Monterey, CA 93940  
831.649.5225  
whitsonengineers.com

EXHIBIT A,  
SHEET 4 OF 4

LINE	DIRECTION	LENGTH
L1	S63°44'47"E	719.77'
L2	N87°35'34"E	510.13'
L3	N73°30'42"E	573.77'
L4	N0°27'41"W	59.09'
L5	N77°39'04"E	610.69'
L6	N85°14'59"E	381.39'
L7	N22°30'38"E	80.08'
L8	N83°06'56"E	122.36'
L9	S85°18'58"E	178.36'
L10	S29°44'51"E	76.10'

LINE	DIRECTION	LENGTH
L11	N80°55'11"E	244.87'
L12	N69°48'56"E	106.47'
L13	N55°24'33"E	48.65'
L14	S78°10'32"E	90.11'
L15	S66°09'46"E	267.80'
L16	N10°46'50"W	239.25' (TIE)
L17	S10°46'50"E	137.74' (TIE)
L18	S0°21'23"W	165.79'
L19	S52°04'34"W	35.97'
L20	N80°56'06"W	134.66'

DETAIL



**PLAT TO ACCOMPANY DESCRIPTION  
TEMPORARY CONSTRUCTION EASEMENT**

CARMEL, CALIFORNIA  
JANUARY 27, 2022



Civil Engineering +  
Land Surveying  
6 Harris Court  
Monterey, CA 93940  
831.649.5225  
whitsonengineers.com

T:\Monterey Projects\2172\Survey\Legal Desc\ESMT-LEGAL-PLATS.dwg

**Recording Requested by:**

County of Monterey

**When recorded return to:**

County of Monterey  
Housing and Community  
Development Agency  
1441 Schilling Place, 2<sup>nd</sup> Floor  
Salinas, CA 93901  
Attn: CRFREE Mgmt Analyst

Space above this line for Recorder's use

No fee document pursuant to  
Government Code §27383

**APN 243-071-005**  
**APN 243-071-006**  
**APN 243-071-007**

The Undersigned Grantor(s) Declare(s):  
DOCUMENTARY TRANSFER TAX OF \$ 0  
 computed on the consideration or full value of  
property conveyed, OR  
 computed on the consideration or full value less value  
of liens and/or encumbrances remaining at time of sale,  
 unincorporated area; and  
 Exempt from transfer tax  
Reason: Transfer to a governmental entity  
(Revenue & Tax Code §11922)

**TEMPORARY EASEMENT DEED**  
**for**  
**Construction Purposes**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

**BIG SUR LAND TRUST**

hereby GRANT(S) to the **COUNTY OF MONTEREY** (a political subdivision) of the State of California, a Temporary Easement for construction of the Carmel River Floodplain Restoration and Environmental Enhancement Project on, over, under and across the real property located in the County of Monterey, State of California described in the legal description attached hereto and made a part hereof as Exhibit "A" and as shown on Exhibit "B", subject and pursuant to the terms of that certain unrecorded *AGREEMENT FOR GRANT OF TEMPORARY CONSTRUCTION EASEMENT FOR THE CARMEL RIVER FLOODPLAIN RESTORATION AND ENVIRONMENTAL ENHANCEMENT PROJECT between the parties:*

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Grantor(s)

**BIG SUR LAND TRUST**  
Jeannette Tuitele-Lewis, President/CEO

# Exhibit D: Agreement for Grant of Temporary Construction Easement with MPRPD

**AGREEMENT FOR GRANT OF TEMPORARY CONSTRUCTION EASEMENT  
FOR THE  
CARMEL RIVER FLOODPLAIN RESTORATION AND  
ENVIRONMENTAL ENHANCEMENT PROJECT**

This Agreement for Grant of Temporary Construction Easement (Agreement) is between the County of Monterey, a political subdivision of the State of California (GRANTEE), and Monterey Peninsula Regional Parks District, (GRANTOR).

The parties hereby agree as follows:

**1. DONATION AND ACCEPTANCE OF EASEMENT “AS IS”:**

GRANTOR agrees to grant to GRANTEE, and GRANTEE agrees to accept from GRANTOR, pursuant to the terms and conditions set forth in this Agreement, a temporary construction easement (“Temporary Construction Easement” or “TCE”) over, under and through that certain real property described in the **Exhibit “A”** attached and incorporated by this reference (the “Easement Area”). The form of the Temporary Construction Easement is attached as Exhibit “B” incorporated by this reference.

GRANTEE agrees to accept from GRANTOR the Easement and Easement Area "as is" with all faults and conditions thereon, and with no representations or warranties from GRANTOR regarding the condition, fitness or suitability for use.

**2. PURPOSE:**

The Easement Area shall be used for construction of the Carmel River Floodplain Restoration and Environmental Enhancement Project (the “Project”), and including: demolition, grading, constructing, improving, landscaping, and other necessary work; storage of equipment, materials and vehicles; operation of equipment; and the movement of a work force, over, upon and across the described easement, together with the right of ingress and egress. GRANTEE shall repair damage caused by GRANTEE’s use.

**3. CONSIDERATION FOR THIS AGREEMENT:**

It is agreed that the Temporary Construction Easement is being granted without any monetary payment to GRANTOR by the GRANTEE. GRANTOR has been informed of the right to compensation for the Easement Property, and hereby waives such right to compensation.

Although GRANTOR waives any right to compensation, GRANTOR and GRANTEE agree that good and valuable consideration exists for this Agreement and said Easement by virtue of the fact that the Project will benefit the real property owned by GRANTOR.

**4. DELIVERY OF EASEMENT; RECORDINGS; COSTS:**

The Temporary Construction Easement conveying the Easement shall be executed and delivered by GRANTOR to GRANTEE.

The Easement shall not be effective and shall not be recorded until all parties have executed the separate agreement entitled “Carmel River Flood Plain Restoration And Environmental Enhancement Project, Amendment And Complete Restatement Of Memorandum Of Understanding”.

The fully executed Easement shall be recorded in the Official Records of Monterey County.



GRANTOR and GRANTEE shall be responsible for their respective costs incurred in this transaction, including any costs incurred for document preparation and review by the parties and their respective attorneys. GRANTEE shall pay recording fees, if any.

**5. POSSESSION; TERMINATION:**

It is agreed that possession and use of the Easement Area by GRANTEE shall commence at the time of recordation and shall automatically terminate and expire upon the date construction of the Project is completed. Upon the expiration of the term of the Temporary Construction Easement, all the rights and benefits of Grantee in, to and under this Agreement with respect to the Temporary Construction Easement shall automatically terminate and be of no further force and effect. If requested by Grantor following expiration or earlier termination of the Easement, Grantee shall deliver to Grantor a quitclaim of the interest granted to Grantee pursuant to this Agreement.

**6. INDEMNITY:**

Except as provided below, GRANTEE shall indemnify and hold harmless GRANTOR from any and all claims, demands, obligations, suits, actions, and proceedings, damages and costs of any nature arising out of the GRANTEE's use of the Easement Area (including use by GRANTEE's employees, contractors, or other users under GRANTEE'S authority or control).

GRANTEE's obligation to indemnify and hold harmless GRANTOR, as set forth above, is hereby expressly limited to exclude any and all claims, demands, obligations, suits, actions, and proceedings, damages and costs of any nature arising out of the GRANTOR's negligent or unlawful acts.

GRANTOR shall indemnify and hold harmless GRANTEE from any and all claims, demands, obligations, suits, actions, and proceedings, damages and costs of any nature arising out of the GRANTOR's use, disposal, storage, or abandonment of hazardous or toxic substances.

**7. SEVERABILITY:**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.

**8. GOVERNING LAW:**

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue of any action concerning this Agreement shall be in the Superior Court of Monterey County.

**9. PUBLIC PURPOSE:**

GRANTEE requires the Easement for the Project. GRANTEE has the right to acquire the Easement through the exercise of its power of eminent domain and has so notified GRANTOR.

**10. EXHIBITS:**

- Exhibit A      Legal Description of Easement Area
  
- Exhibit B      Form of Temporary Construction Easement

**11. EXECUTION OF AGREEMENT; INTEGRATED AGREEMENT:**

This Agreement shall first be executed by GRANTOR and shall be valid only when executed by both GRANTOR and GRANTEE.

This Agreement constitutes the complete understanding of the parties hereto regarding the subject matter to which it pertains. It supersedes any prior oral or written agreements. Amendments hereto shall be in writing, signed by both parties.

**ALL AGREEMENTS FOR THE TEMPORARY EASEMENT ARE CONTINGENT UPON THE APPROVAL OF THE COUNTY OF MONTEREY.**

*SIGNATURES APPEAR ON THE NEXT PAGE*

**IN WITNESS WHEREOF, the parties have executed this Agreement For Grant of Temporary Construction Easement as of the last date opposite the signatures below.**

COUNTY OF MONTEREY

MONTEREY PENINSULA REGIONAL  
PARK DISTRICT

By: \_\_\_\_\_  
Erik V. Lundquist, AICP  
Housing and Community Development  
Director

By: \_\_\_\_\_  
Dr. Rafael Payan  
General Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:  
Kristi A. Markey  
County Counsel

Approved as to form:  
Michael Whilden  
Counsel for MPRPD

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A, SHEET 1 OF 2

**LEGAL DESCRIPTION OF A  
TEMPORARY CONSTRUCTION EASEMENT**

Certain real property situate in the County of Monterey, State of California, described as follows:

Being a portion of that certain parcel of land designated "Parcel A" on that certain map filed in Volume 20 of Surveys at Page 66 of the Official Records of said County, more particularly described as follows:

**Beginning** at a point on the common boundary of said Parcel A and that certain parcel of land designated "Development Parcel" on that certain map filed in Volume 21 of Surveys at Page 78 of the Official Records of said County, said point bears South 49°40'09" West, 112.93 feet from the most easterly corner of said Development Parcel; thence along said common boundary

- 1) South 49°40'00" West, 80.04 feet; thence
- 2) South 33°43'00" West, 672.00 feet; thence
- 3) South 39°04'00" West, 286.89 feet; thence departing said common boundary
- 4) North 55°13'07" East, 129.40 feet; thence
- 5) North 42°46'12" East, 60.88 feet; thence
- 6) North 31°51'29" East, 79.57 feet; thence
- 7) North 22°31'17" East, 71.27 feet; thence
- 8) North 35°43'33" East, 97.72 feet; thence
- 9) North 41°09'02" East, 95.88 feet; thence
- 10) North 39°22'15" East, 55.91 feet; thence
- 11) North 33°46'02" East, 111.26 feet; thence
- 12) North 35°01'15" East, 95.19 feet; thence
- 13) North 32°54'25" East, 150.21 feet; thence
- 14) North 33°09'29" East, 88.62 feet; thence
- 15) North 14°46'49" West, 16.64 feet to the **POINT OF BEGINNING.**

Containing 0.68 acre, more or less.

Attached hereto is a plat to accompany legal description, and by this reference made a part hereof.

**END OF DESCRIPTION**

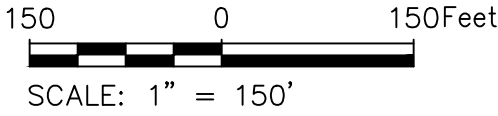
PREPARED BY:  
WHITSON ENGINEERS



RICHARD P. WEBER P.L.S.  
L.S. NO. 8002  
Job No.: 2172.08

2/24/22  
DATE





BIG SUR LAND TRUST  
WELL PARCEL  
VOL. 21 SUR.  
PG. 78

MOST EASTERLY CORNER,  
DEVELOPMENT PARCEL

POINT OF BEGINNING

S49°40'00"W 80.04'

S49°40'09"W  
112.93' (TIE)

N14°46'49"W 16.64'

DESCRIBED AREA  
±0.68 ACRE

N33°09'29"E 88.62'

N32°54'25"E 150.21'

BIG SUR LAND TRUST  
DEVELOPMENT PARCEL  
VOL. 21 SUR. PG. 78

N35°01'15"E 95.19'

N33°46'02"E 111.26'

N39°22'15"E 55.91'

N41°09'02"E 95.88'

N35°43'33"E 97.72'

N22°31'17"E 71.27'

N31°51'29"E 79.57'

N42°46'12"E 60.88'

N55°13'07"E 129.40'

S33°43'00"W 672.00'

S39°04'00"W 286.89'



M.P.R.P.D.  
PALO CORONA REGIONAL PARK  
PARCEL A  
VOL. 20 SUR. PG. 66

EXHIBIT A,  
SHEET 2 OF 2



TEMPORARY CONSTRUCTION  
EASEMENT AREA

# PLAT TO ACCOMPANY DESCRIPTION TEMPORARY CONSTRUCTION EASEMENT

CARMEL, CALIFORNIA  
FEBRUARY 11, 2022



Civil Engineering +  
Land Surveying  
6 Harris Court  
Monterey, CA 93940  
831.649.5225  
whitsonengineers.com

**Recording Requested by:**

County of Monterey

**When recorded return to:**

County of Monterey  
Housing and Community  
Development Agency  
1441 Schilling Place, 2<sup>nd</sup> Floor  
Salinas, CA 93901  
Attn: CRFREE Mgmt Analyst

Space above this line for Recorder's use

No fee document pursuant to  
Government Code §27383

**APN 157-121-001**  
**APN 243-081-005**

The Undersigned Grantor(s) Declare(s):  
DOCUMENTARY TRANSFER TAX OF \$ 0  
 computed on the consideration or full value of  
property conveyed, OR  
 computed on the consideration or full value less value  
of liens and/or encumbrances remaining at time of sale,  
 unincorporated area; and  
 Exempt from transfer tax  
Reason: **Transfer to a governmental entity**  
(Revenue & Tax Code §11922)

**TEMPORARY EASEMENT DEED**  
**for**  
**Construction Purposes**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

**MONTEREY PENINSULA REGIONAL PARKS DISTRICT**

hereby GRANT(S) to the **COUNTY OF MONTEREY** (a political subdivision) of the State of California, a Temporary Easement for construction of the Carmel River Floodplain Restoration and Environmental Enhancement Project on, over, under and across the real property located in the County of Monterey, State of California described in the legal description attached hereto and made a part hereof as Exhibit "A", subject and pursuant to the terms of that certain unrecorded *AGREEMENT FOR GRANT OF TEMPORARY CONSTRUCTION EASEMENT FOR THE CARMEL RIVER FLOODPLAIN RESTORATION AND ENVIRONMENTAL ENHANCEMENT PROJECT* between the parties.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Grantor(s)

MONTEREY PENINSULA REGIONAL PARKS DISTRICT  
Dr. Rafael Payan, General Manager

# Exhibit E: Caltrans Cooperative Agreement effective May 6, 2014

## **COOPERATIVE AGREEMENT State Independent Quality Assurance (IQA)**

This Agreement, effective on May 6, 2014, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

County of Monterey, a political subdivision of the State of California, referred to hereinafter as COUNTY.

### **RECITALS**

1. PARTNERS are authorized to enter into a cooperative agreement for improvements to the state highway system (SHS) per the California Streets and Highways Code sections 114 and 130.
2. For the purpose of this Agreement, a 520-foot long overflow bridge on Highway 1 will be constructed within south floodplain of the Carmel River will be referred to hereinafter as PROJECT.
3. All responsibilities assigned in this Agreement will be referred to hereinafter as OBLIGATIONS.
4. This Agreement includes the following PROJECT COMPONENTS:
  - Project Approval and Environmental Document (PA&ED)
5. This Agreement is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between PARTNERS regarding the PROJECT.
6. No PROJECT deliverables have been completed prior to this Agreement.
7. In this Agreement capitalized words represent defined terms and acronyms.
8. PARTNERS hereby set forth the terms, covenants, and conditions of this Agreement, under which they will accomplish OBLIGATIONS.

### **RESPONSIBILITIES**

9. COUNTY is SPONSOR for 100% of PROJECT.
10. COUNTY is the only FUNDING PARTNER for this Agreement. COUNTY will fund work activities using local fund sources. PARTNERS agree to amend this Agreement prior to the expenditure of state or federal funds.
11. COUNTY is the IMPLEMENTING AGENCY for:
  - Project Approval and Environmental Document (PA&ED)
12. COUNTY is responsible for all WORK except any other responsibilities specifically assigned to CALTRANS in this Agreement..



13. COUNTY is the CEQA lead agency for PROJECT.
14. CALTRANS is the CEQA responsible agency for PROJECT.
15. CALTRANS is the NEPA lead agency for PROJECT.
16. COUNTY will prepare the environmental documentation for the PROJECT.
17. CALTRANS will provide Independent Quality Assurance (IQA) for the portions of WORK within existing and proposed SHS right-of-way. Per NEPA assignment and CEQA statutes, CALTRANS will perform its QC/QAP process review for environmental documentation.

### SCOPE

#### **Scope: General**

18. COUNTY will perform all OBLIGATIONS in accordance with federal and California laws, regulations, and standards; FHWA STANDARDS; and CALTRANS STANDARDS.
19. CALTRANS retains the right to reject noncompliant WORK, protect public safety, preserve property rights, and ensure that all WORK is in the best interest of the SHS.
20. COUNTY will ensure that personnel participating in OBLIGATIONS are appropriately qualified or licensed to perform the tasks assigned to them.
21. PARTNERS will invite each other to participate in the selection of any consultants who participate in OBLIGATIONS.
22. If WORK is done under contract (not completed by COUNTY's own employees) and is governed by the California Labor Code's definition of "public works" (section 1720(a)), COUNTY will conform to sections 1720 – 1815 of the California Labor Code and all applicable regulations and coverage determinations issued by the Director of Industrial Relations.
23. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within SHS right-of-way. Contractors and/or agents, and utility owners will not perform activities within the SHS right-of-way without an encroachment permit issued in their name.
24. If COUNTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and COUNTY will notify CALTRANS within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and a plan is approved for its removal or protection.
25. PARTNERS will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for PROJECT in confidence to the extent permitted by law and where applicable, the provisions of California Government Code section 6254.5(e) shall protect the confidentiality of such documents in the event that said documents are shared between PARTNERS.

PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete PROJECT without the written consent of the PARTNER authorized to release them, unless required or authorized to do so by law.

26. If a PARTNER receives a public records request pertaining to OBLIGATIONS, that PARTNER will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any disclosed public documents. PARTNERS will consult with each other prior to the release of any public documents related to the PROJECT.
27. If HM-1 or HM-2 is found during any PROJECT COMPONENT, COUNTY will immediately notify CALTRANS.
28. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within the existing SHS right-of-way. CALTRANS will undertake HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule.
29. COUNTY, independent of PROJECT, is responsible for any HM-1 found within PROJECT limits and outside the existing SHS right-of-way. COUNTY will undertake or cause to be undertaken HM MANAGEMENT ACTIVITIES related to HM-1 with minimum impact to PROJECT schedule.
30. If HM-2 is found within PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM MANAGEMENT ACTIVITIES related to HM-2.
31. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.
32. PARTNERS will comply with all of the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTNER's responsibilities in this Agreement.
33. Upon OBLIGATION COMPLETION, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the SHS within SHS right-of-way as part of WORK become the property of CALTRANS.  

CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside SHS right-of-way.
34. COUNTY will accept, reject, compromise, settle, or litigate claims of any non-Agreement parties hired to do WORK in that component.
35. If WORK stops for any reason, COUNTY will place PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.

36. If WORK stops for any reason, COUNTY will continue to implement all of its applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to COUNTY's responsibilities in this Agreement, in order to keep PROJECT in environmental compliance until WORK resumes.
37. COUNTY will furnish CALTRANS with all relevant deliverables and history files related to PROJECT facilities on the SHS within one hundred eighty (180) days following the completion of each PROJECT COMPONENT.

**Scope: Environmental Permits, Approvals and Agreements**

38. Each PARTNER identified in the Environmental Permits table below accepts the responsibility to complete the assigned activities. If PARTNERS later determine that an environmental permit, approval or agreement is necessary PARTNERS will amend this Agreement to ensure completion and implementation of all environmental permits, approvals, and agreements.

ENVIRONMENTAL PERMITS						
Permit	Coordinate	Prepare	Obtain	Implement	Renew	Amend
404 USACOE	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY
401 RWQCB	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY
NPDES SWRCB	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY
State Waste Discharge Requirements (Porter Cologne) RWQCB	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY	COUNTY

**Scope: Project Approval and Environmental Document (PA&ED)**

California Environmental Quality Act (CEQA)

39. COUNTY will determine the type of environmental documentation required and will cause that documentation to be prepared.
40. CEQA environmental documentation will follow the CALTRANS STANDARDS that apply to the CEQA process including, but not limited to, the guidance provided in the Standard Environmental Reference available at [www.dot.ca.gov/ser](http://www.dot.ca.gov/ser).
41. COUNTY will prepare the appropriate CEQA environmental documentation to meet CEQA requirements.
42. Any portion of the CEQA environmental documentation prepared by COUNTY, including any studies and reports, will be submitted to CALTRANS for review, comment, and concurrence at appropriate stages of development prior to public availability.

If COUNTY makes any changes to the CEQA documentation, COUNTY will allow CALTRANS to review, comment, and concur on those changes prior to the COUNTY's approval and public availability.

43. COUNTY will prepare, publicize, and circulate all CEQA-related public notices and will submit said notices to CALTRANS for review, comment, and concurrence prior to publication and circulation.

If the CEQA lead agency makes any changes to the notices, the CEQA lead agency will allow CALTRANS to review, comment, and concur on those changes prior to publication and circulation.

44. COUNTY will plan, schedule, prepare materials for, and host all CEQA-related public meetings and will submit all materials to CALTRANS for review, comment, and concurrence at least 10 working days prior to the public meeting date.

If the CEQA lead agency makes any changes to the materials, the CEQA lead agency will allow CALTRANS to review, comment, and concur on those changes at least three (3) working days prior to the public meeting date.

45. The CEQA lead agency will attend all CEQA-related public meetings.

#### National Environmental Policy Act (NEPA)

46. Pursuant to Chapter 3 of title 23, United States Code (23 U.S.C. 326) and 23 U.S.C. 327, CALTRANS is the NEPA lead agency for the PROJECT and is responsible for NEPA compliance.
47. Any NEPA environmental documentation prepared by COUNTY will follow FHWA and CALTRANS STANDARDS that apply to the NEPA process including, but not limited to, the guidance provided in the FHWA Environmental Guidebook (available at [www.fhwa.dot.gov/hep/index.htm](http://www.fhwa.dot.gov/hep/index.htm)) and the Standard Environmental Reference (SER available at <http://www.dot.ca.gov/ser/>).
48. COUNTY will prepare the appropriate NEPA environmental documentation to meet NEPA requirements.
49. NEPA environmental documentation prepared by COUNTY (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) will be submitted to CALTRANS for review, comment, and approval prior to public availability.
50. COUNTY will prepare, publicize, and circulate all NEPA-related public notices, except Federal Register notices. COUNTY will submit all notices to CALTRANS for CALTRANS' review, comment, and approval prior to publication and circulation.
- CALTRANS will work with the appropriate federal agency to publish notices in the Federal Register.
51. The NEPA lead agency will attend all NEPA-related public meetings.

52. If COUNTY holds a public meeting about PROJECT, COUNTY must clearly state its role in PROJECT and identify the NEPA lead agency on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the NEPA public review process.

COUNTY will submit all meeting advertisements, agendas, exhibits, handouts, and materials to CALTRANS for review, comment, and approval at least 10 working days prior to publication or use. If that PARTNER makes any changes to the materials, it will allow CALTRANS to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

CALTRANS has final approval authority with respect to text or graphics that could lead to public confusion over NEPA-related roles and responsibilities.

53. Any PARTNER preparing environmental documentation, including the studies and reports, will ensure that qualified personnel remain available to help resolve environmental issues and perform any necessary work to ensure that PROJECT remains in environmental compliance.

### COST

#### **Cost: General**

54. All costs associated with completing the PROJECT, except where otherwise noted in this agreement, are the responsibility of COUNTY including, but not limited to:
- Public meetings.
  - Environmental commitments and compliance.
  - Obtaining, implementing and renewing resource agency permits.
  - Preparing, publicizing, and circulating all CEQA and NEPA related public notices.
  - Planning, scheduling, and hosting all CEQA and NEPA related public hearings.
55. Legal challenges, awards, judgments, settlements, fines, interest, or penalties levied against a PARTNER will be paid, independent of OBLIGATIONS cost, by the PARTNER whose actions or lack of action caused the levy.
56. CALTRANS, independent of PROJECT, will pay, or cause to be paid, all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within the existing SHS right-of-way.
57. COUNTY, independent of PROJECT, will pay, or cause to be paid, all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within PROJECT limits and outside of the existing SHS right-of-way.
58. Independent of OBLIGATIONS cost, CALTRANS will fund the cost of its own IQA for WORK done within existing or proposed future SHS right-of-way.

Independent of OBLIGATIONS cost, CALTRANS will fund the cost of its QC/QAP process review for environmental documentation.

59. CALTRANS will provide encroachment permits to PARTNERS, their contractors, consultants and agents, at no cost.

### SCHEDULE

60. COUNTY will manage the schedule for OBLIGATIONS through the work plan included in the PROJECT MANAGEMENT PLAN.

### GENERAL CONDITIONS

61. PARTNERS understand that this Agreement is in accordance with and governed by the Constitution and laws of the State of California. This Agreement will be enforceable in the State of California. Any PARTNER initiating legal action arising from this Agreement will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this Agreement resides, or in the Superior Court of the county in which PROJECT is physically located.
62. All OBLIGATIONS of CALTRANS under the terms of this Agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
63. When CALTRANS performs IQA activities it does so for its own benefit. No one can assign liability to CALTRANS due to its IQA activities.
64. Neither COUNTY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this Agreement. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless COUNTY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under this Agreement.
65. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by COUNTY and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon COUNTY under this Agreement. It is understood and agreed that COUNTY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by COUNTY and/or its agents under this Agreement.
66. PARTNERS do not intend this Agreement to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this Agreement. PARTNERS do not intend this Agreement to affect their legal liability by imposing any standard of care for fulfilling OBLIGATIONS different from the standards imposed by law.

67. PARTNERS will not assign or attempt to assign OBLIGATIONS to parties not signatory to this Agreement.
68. PARTNERS will not interpret any ambiguity contained in this Agreement against each other. PARTNERS waive the provisions of California Civil Code section 1654.
69. A waiver of a PARTNER's performance under this Agreement will not constitute a continuous waiver of any other provision. An amendment made to any article or section of this Agreement does not constitute an amendment to or negate all other articles or sections of this Agreement.
70. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.
71. If any PARTNER defaults in its OBLIGATIONS, a non-defaulting PARTNER will request in writing that the default be remedied within 30 calendar days. If the defaulting PARTNER fails to do so, the non-defaulting PARTNER may initiate dispute resolution.
72. PARTNERS will first attempt to resolve Agreement disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of COUNTY will attempt to negotiate a resolution. If PARTNERS do not reach a resolution, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.
73. Neither the dispute nor the mediation process relieves PARTNERS from full and timely performance of OBLIGATIONS in accordance with the terms of this Agreement. However, if any PARTNER stops fulfilling OBLIGATIONS, any other PARTNER may seek equitable relief to ensure that OBLIGATIONS continue.

Except for equitable relief, no PARTNER may file a civil complaint until after mediation, or 45 calendar days after filing the written mediation request, whichever occurs first.

PARTNERS will file any civil complaints in the Superior Court of the county in which the CALTRANS district office signatory to this Agreement resides or in the Superior Court of the county in which PROJECT is physically located. The prevailing PARTNER will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this Agreement or to enforce the provisions of this article including equitable relief.

74. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
75. If any provisions in this Agreement are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other Agreement provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this Agreement.

76. PARTNERS intend this Agreement to be their final expression and supersedes any oral understanding or writings pertaining to OBLIGATIONS.
77. If during performance of WORK additional activities or environmental documentation is necessary to keep PROJECT in environmental compliance, PARTNERS will amend this Agreement to include completion of those additional tasks.
78. If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771 COUNTY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. COUNTY agrees to include prevailing wage requirements in its contracts for public work. Work performed by COUNTY's own forces is exempt from the Labor Code's Prevailing Wage requirements.  
  
COUNTY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY/COUNTY's contracts.
79. Except as otherwise provided in the Agreement, PARTNERS will execute a formal written amendment if there are any changes to OBLIGATIONS.
80. PARTNERS agree to sign a COOPERATIVE AGREEMENT CLOSURE STATEMENT to terminate this Agreement. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.



## DEFINITIONS

- CALTRANS STANDARDS** – CALTRANS policies and procedures, including, but not limited to, the guidance provided in the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at [www.dot.ca.gov/hq/projmgmt/guidance.htm](http://www.dot.ca.gov/hq/projmgmt/guidance.htm).
- CEQA (California Environmental Quality Act)** – The act (California Public Resources Code, sections 21000 et seq.) that requires state and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those significant impacts, if feasible.
- CONSTRUCTION CAPITAL** – See PROJECT COMPONENT.
- COOPERATIVE AGREEMENT CLOSURE STATEMENT** – A document signed by PARTNERS that verifies the completion of all OBLIGATIONS included in this Agreement and in all amendments to this Agreement.
- FHWA** – Federal Highway Administration
- FHWA STANDARDS** – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at [www.fhwa.dot.gov/topics.htm](http://www.fhwa.dot.gov/topics.htm).
- FUNDING PARTNER** – A PARTNER that commits funds to fulfill OBLIGATIONS. Each FUNDING PARTNER accepts responsibility to provide the funds it commits in this Agreement.
- HM-1** – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law whether it is disturbed by PROJECT or not.
- HM-2** – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by PROJECT.
- HM MANAGEMENT ACTIVITIES** – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.
- IMPLEMENTING AGENCY** – The PARTNER is responsible for managing the scope, cost, and schedule of a PROJECT COMPONENT to ensure the completion of that component.
- IQA (Independent Quality Assurance)** – Ensuring that the IMPLEMENTING AGENCY's quality assurance activities result in WORK being developed in accordance with the applicable standards and within an established Quality Management Plan (QMP). IQA does not include any work necessary to actually develop or deliver WORK or any validation by verifying or rechecking work performed by another PARTNER.
- NEPA (National Environmental Policy Act of 1969)** – This federal act establishes a national policy for the environment and a process to disclose the adverse impacts of projects with a federal nexus.

**OBLIGATION COMPLETION** – PARTNERS have fulfilled all OBLIGATIONS included in this Agreement, and all amendments to this Agreement, and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT.

**OBLIGATIONS** – All responsibilities to complete the PROJECT COMPONENTS in this Agreement.

**PA&ED (Project Approval and Environmental Document)** – See PROJECT COMPONENT.

**PARTNER** – Any individual signatory party to this Agreement.

**PARTNERS** – The term that collectively references all of the signatory agencies to this Agreement. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one PARTNER's individual actions legally bind the other PARTNER.

**PROJECT COMPONENT** – A distinct portion of the planning and project development process of a capital project as outlined in California Government Code, section 14529(b).

- **PID (Project Initiation Document)** – The activities required to deliver the project initiation document for PROJECT.
- **PA&ED (Project Approval and Environmental Document)** – The activities required to deliver the project approval and environmental documentation for PROJECT.
- **PS&E (Plans, Specifications, and Estimate)** – The activities required to deliver the plans, specifications, and estimate for PROJECT.
- **R/W (Right-of-way) SUPPORT** – The activities required to obtain all property interests for PROJECT.
- **R/W (Right-of-way) CAPITAL** – The funds for acquisition of property rights for PROJECT.
- **CONSTRUCTION SUPPORT** – The activities required for the administration, acceptance, and final documentation of the construction contract for PROJECT.
- **CONSTRUCTION CAPITAL** – The funds for the construction contract.

**PROJECT MANAGEMENT PLAN** – A group of documents used to guide a project's execution and control throughout that project's lifecycle.

**QMP (Quality Management Plan)** – An integral part of the PROJECT MANAGEMENT PLAN that describes IMPLEMENTING AGENCY's quality policy and how it will be used.

**QC/QAP (QUALITY CONTROL/QUALITY ASSURANCE PROGRAM)** – Per NEPA assignment CALTRANS will review all environmental documents as described in the Jay Norvell Memos dated October 1, 2012 (available at <http://www.dot.ca.gov/ser/memos.htm>). This also includes the independent judgment, analysis, and determination under CEQA that the environmental documentation meets CEQA statute and Guideline requirements.

**SHS (State Highway System)** – All highways, right-of-way, and related facilities acquired, laid out, constructed, improved, or maintained as a state highway pursuant to constitutional or legislative authorization.

**SPONSOR** – Any PARTNER that accepts the responsibility to establish scope of PROJECT and the obligation to secure financial resources to fund PROJECT. SPONSOR is responsible for adjusting

the PROJECT scope to match committed funds or securing additional funds to fully fund the PROJECT scope. If a PROJECT has more than one SPONSOR, funding adjustments will be made by percentage (as outlined in Responsibilities). Scope adjustments must be developed through the project development process and must be approved by CALTRANS as the owner/operator of the SHS.

**WORK** – All efforts to complete the PROJECT COMPONENTS included in this Agreement as described by the activities in the Caltrans Workplan Standards Guide for the Delivery of Capital Projects (previously known as the WBS Guide) available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

**CONTACT INFORMATION**

The information provided below indicates the primary contact information for each PARTNER to this Agreement. PARTNERS will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to this Agreement.

The primary Agreement contact person for CALTRANS is:

David Rasmussen, Project Manager

50 Higuera Street

San Luis Obispo, CA 93401

Office Phone: (805) 549-3677

The primary Agreement contact person for COUNTY is:

Carl Holm, Deputy Director of Resource Management

168 W. Alisal Street 2nd Floor

Salinas, CA 93901

Office Phone: (831) 755-4809

**SIGNATURES**

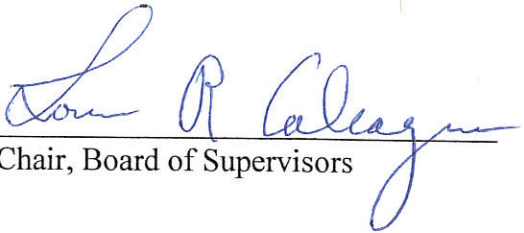
PARTNERS declare that:

1. Each PARTNER is an authorized legal entity under California state law.
2. Each PARTNER has the authority to enter into this Agreement.
3. The people signing this Agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

By:   
 \_\_\_\_\_  
 Timothy M. Gubbins  
 District Director

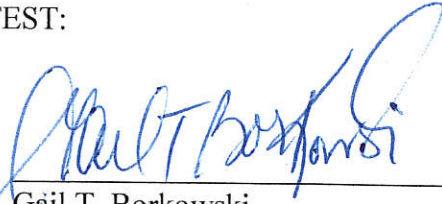
COUNTY OF MONTEREY

By:   
 \_\_\_\_\_  
 Chair, Board of Supervisors


CERTIFIED AS TO FUNDS:

By:   
 \_\_\_\_\_  
 Julia Bolger  
 Resource Manager

ATTEST:

By:   
 \_\_\_\_\_  
 Gail T. Borkowski  
 Clerk of the Board

APPROVED AS TO FORM:

By:   
 \_\_\_\_\_  
 Cynthia L. Hasson  
 Deputy County Counsel

# Exhibit F: Schedule of Performance State Parks Complex

**EXHIBIT F**  
**SCHEDULE OF PERFORMANCE**  
**STATE PARKS BARN COMPLEX**

The Parties endeavor to comply with the following schedule and milestones in relation to the evaluation of a substitute mitigation measure to protect the historic State Parks Barn Complex site.

<b>Action Item</b>	<b>Lead Party</b>	<b>Completion Date</b>
Amend consultant contracts, as needed	County	Within 45 days following adoption of the MOU
Coordination and consultation with State Parks staff, including the State Parks Historian	County, Big Sur Land Trust, State Parks	On-Going
Develop 15% design of berm or low floodwall substitute mitigation measure that maintain project goals, while avoiding the need to recirculate the EIR/EA or reinitiate consultation with SHPO	County	Within 15 days following contract amendments/authorization to start work
Parties meet and confer on whether to proceed to next step	County, State Parks, BSLT	Within 15 days of receipt of 15% design plans
Conduct an evaluation of potential substitute mitigation measures in compliance with CEQA/NEPA authorizations and regulatory permits	County	Within 15 days following meet and confer
Develop 30% design of berm or low floodwall and preliminary cost estimates	County	Within 15 days following completing CEQA/NEPA/permit analysis
State Parks review of 30% design, cost estimate	State Parks	Within 21 days of receipt
Parties meet and confer on whether to proceed to next step	County, State Parks, BSLT	Within 15 days receipt of State Parks 30% design review
Develop 90% design and updated cost estimates	County	Within 30 days following meet and confer

<b>Action Item</b>	<b>Lead Party</b>	<b>Completion Date</b>
State Parks review of 90% design and cost estimate	State Parks	Within 21 days of receipt
Finalize design and obtain permit amendments, if deemed necessary by the permitting agency(ies)	County, Big Sur Land Trust	Within 6 months after receiving State Parks 90% design comments
Prepare draft agreement with State Parks	County, Big Sur Land Trust	Concurrent with completing final design and obtaining permits
State Parks review of draft agreement	State Parks	Within 30 days of receipt
Prepare final agreement with State Parks and present to Board for consideration	County	Prior to commencement of Causeway and west of SR 1 grading and restoration