

When Recorded, Return To:

Monterey County Resource Management Agency
Department of Public Works
168 W. Alisal Street, 2nd Floor
Salinas CA 93901

Space above for Recorder's Use

ROAD MAINTENANCE AGREEMENT

This Road Maintenance Agreement (hereafter "Agreement") made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter "County"); Patrick Michael Hassett and Eric Anthony Hassett as Successor Trustees of the John Anthony Hassett and Dolores Ingeborge Hassett Revocable Trust (hereinafter "Owner"); and TeleSpan Communications, LLC, (hereinafter "Applicant"). This Agreement is entered into subject to the following:

RECITALS

WHEREAS, Owner is the record owner of certain real property located in Monterey County, California, (the "Property") described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Applicant leases a portion of the Property from Owner including an access easement to/from San Miguel Canyon Road (the "Leased Premises"), for the purposes of building and maintaining a wireless communications facility, all as set forth in the "Memorandum of Lease Option" dated February 2, 2014, and recorded on February 13, 2014 as Document No. 2014007929; and

WHEREAS, pursuant to the North County Land Use Plan, Coastal Zone and other applicable regulations of the County and the State of California, Applicant applied to the County for a Combined Development Permit to install a wireless communications facility at the Property, and submitted the site plan attached hereto as Exhibit "B" (the "Site Plan") as part of the permit submittal package, with such Site Plan showing the proposed access road between San Miguel Canyon Road and the wireless communications facility (the "Access Road"); and

WHEREAS, on January 29, 2014, the Monterey County Planning commission granted Permit No. PLN120802 (hereinafter referred to as the "Permit") to Applicant, pursuant to the findings and subject to conditions contained in Resolution No. 14-007. A copy of the Permit is on file with the Monterey County RMA-Planning Department; and

WHEREAS, Condition No. 21 of the Planning Commission Resolution No. 14-007 provides as follows:

21. *The Owner/Applicant shall enter into a road maintenance agreement with the County of Monterey, Department of Public Works for maintenance and liability of the entire access road from the San Miguel Canyon Road to the cell site.*"

WHEREAS, the Applicant desires to enter into this agreement to comply with Condition No. 21 and to enable the Applicant to undertake the development authorized by the Permit; and;

WHEREAS, Owner will allow Applicant to cause this Agreement to be recorded on the Property;

NOW, THEREFORE, in consideration of the County's grant of the Permit, the parties agree as follows:

AGREEMENT

1. **Upkeep and Maintenance.** Applicant agrees to install the Access Road pursuant to the development authorized by the Permit, and pursuant to an encroachment permit to be issued by the Department of Public Works (condition #20 to the Permit), and in adherence with the building codes applicable to such installation. Applicant further agrees to maintain the Access Road and to undertake any improvements to the Access Road, whenever necessary to maintain the Access Road in good operating condition at all times, and to ensure the provision of safe 24/7 access by emergency vehicles.

2. **Complete Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all agreements, representations, warranties, statements, promises and understanding, whether oral or written, with respect to the subject matter thereof, and no party hereto shall be bound by or charged with any oral or written agreements, representations, warranties, statements, promises or understanding not specifically set forth in this Agreement or the exhibits hereto.

3. **Successors and Assigns.** This Agreement shall inure to the benefit of, and shall be binding upon, the Parties and their respective heirs, representatives, administrators, executors, successors, and assigns and shall run with the land described in Exhibit "A."

4. **Amendments.** This Agreement may be amended in whole or in part only by a further written agreement executed by all of the parties.

5. **Construction of Agreement.** It is agreed by the parties that this Agreement has been arrived at through negotiation and neither party is to be deemed the party which prepared this Agreement for the purposes of interpreting this Agreement.

6. **Term.** This Agreement shall terminate upon termination of the uses allowed by Planning Commission Resolution No. 14-007.

7. **Recordation.** The Applicant shall cause this Agreement to be recorded upon execution

thereof by the parties.

8. **Owner's Permission.** Owner hereby permits the Applicant to record this Road Maintenance Agreement on the Property.

9. **Liability.** In recognition that Applicant is the sole beneficiary of the installation and maintenance of the Access Road, Applicant agrees to accept all liability associated with said Access Road. Applicant agrees to defend, indemnify, and hold harmless the County, its officers, agents, and employees from actions or claims of any description from any cause arising out of or relating directly or indirectly to this Permit, brought on account of any injury or damages sustained by any person or property in any way related to the issuance of the Permit and the conduct of the activities authorized under said Permit, including any actual or alleged act, error or omission or negligence of Applicant, or of any officer, agent, employee, invitee, guest, or licensee of Applicant. The County shall promptly notify the applicant of any such claim, action, or proceeding, and the County shall cooperate fully in the defense thereof. The County may, at its sole discretion, participate in the defense of such action, but such participation shall not relieve Applicant of its obligations under this condition.

10. **Insurance.** Applicant is contractually obligated to make the County an additional insured on all liability insurance that may provide coverage for loss or liabilities related to or arising out of the conduct of Applicant's activities under the Permit.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set out opposite their respective signatures.

COUNTY OF MONTEREY

Date: _____

Louis R. Calcagno
Chair, Board of Supervisors

APPROVED AS TO FORM:
Charles J. McKee, County Counsel

BY: Cynthia L. Hasson 4-17-14
Cynthia L. Hasson, Deputy County Counsel

APPLICANT
TeleSpan Communications, LLC

Date: 04/09/14

Timothy J. Cotter
President and CEO

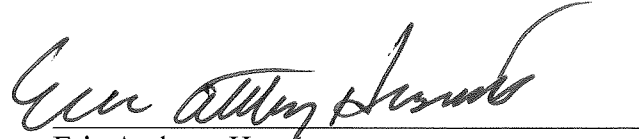
OWNER

Patrick Michael Hassett and Eric Anthony Hassett as Successor Trustees of the John Anthony Hassett and Dolores Ingeborge Hassett Revocable Trust

Date: 4-9-14


Patrick Michael Hassett
Successor Trustee

Date: 4-9-14


Eric Anthony Hassett
Successor Trustee

STATE OF CALIFORNIA }

SM
COUNTY OF ~~MONTEREY~~ }

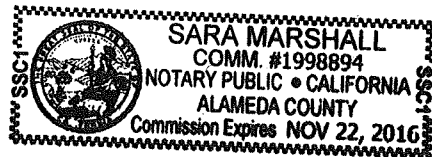
Alameda

On April 9 2014 before me, Sara Marshall,
Notary Public, personally appeared Patrick M. Hassett, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sara Marshall



STATE OF CALIFORNIA }

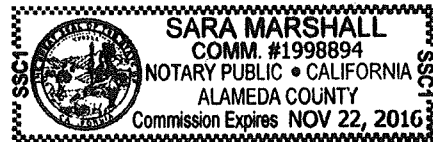
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Alameda

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Signature Sara Marshall



STATE OF CALIFORNIA }
 }
COUNTY OF MONTEREY }

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Notary Public, personally appeared _____, who
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EXHIBIT A
(Property Description)

Applicant leases a portion of the Property described below from Owner, including an access easement to/from San Miguel Canyon Rd.

LEGAL DESCRIPTION

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

BEGINNING AT A POINT ON THE WEST SIDE OF THE COUNTY ROAD LANDING FROM SALINAS CITY TO WATSONVILLE THROUGH THE SAN MIGUEL CANYON SAID POINT BEING ON THE LINE BETWEEN THE SOUTHERN BOUNDARY OF THE CARNEROS RANCHO AND THE NORTHERN BOUNDARY OF THE BOLSA NUEVA Y MORO COJO RANCHO AND RUNNING THENCE ALONG THE WESTERN SIDE OF SAID ROAD AS FOLLOWS:

NORTH 0° 15' WEST, 3.55 CHAINS; NORTH 15° WEST, 1.04 CHAINS, NORTH 24° WEST, 1.62 CHAINS; NORTH 32° WEST, 1.00 CHAINS; NORTH 50° 30' WEST, 1.09 CHAINS; NORTH 67° 15' WEST, 5.36 CHAINS; NORTH 48° 15' WEST, 3.22 CHAINS; NORTH 38° WEST, 1.56 CHAINS; NORTH 18° 45' WEST, 3.91 CHAINS; NORTH 36° WEST, 4.97 CHAINS; AND NORTH 64° 15' WEST, 3.52 CHAINS TO A STATION FROM WHICH THE NORTHERN CORNER OF LANDS CONVEYED BY WILLIAM J. FREITAS, ET AL TO JOSEPH W. FREITAS BY DEED DATED JULY 31, 1924 RECORDED IN BOOK 41 OF OFFICIAL RECORDS AT PAGE 180 MONTEREY COUNTY RECORDS (OF WHICH THE LANDS HEREIN DESCRIBED ARE A PART) BEARS NORTH 64° 15' WEST, 56 LINKS DISTANT; THENCE LEAVING SAID ROAD SOUTH 30° 50' WEST, 8.00 CHAINS; SOUTH 64° 15' WEST, 4.13 CHAINS; SOUTH 14° 20' EAST, 2.21 CHAINS TO A POST, THENCE SOUTH 23° 3' EAST, 19.59 CHAINS TO THE AFORESAID LINE BETWEEN RANCHOS CARNEROS AND BOLSA NUEVA Y MORO COJO, AND THENCE ALONG SAID RANCHO BOUNDARY NORTH 69° 15' EAST, 18.75 CHAINS TO THE PLACE OF BEGINNING AND CONTAINING 40 ACRES OF SAID LAND MORE OR LESS.

EXCEPTING THEREFROM THAT PORTION CONVEYED BY EDWARD B. DAVIS, ET UX TO THE COUNTY OF MONTEREY BY DEED DATED MARCH 11, 1946 AND RECORDED APRIL 5, 1946 IN BOOK 879 OF OFFICIAL RECORDS AT PAGE 347 MONTEREY COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT 1.71 ACRE TRACT CONVEYED BY EDWARD B. DAVIS AND PHOEBE M. DAVIS, HIS WIFE TO J. C. MILLER AND JIMMIE MILLER HIS WIFE AS JOINT TENANTS, BY DEED DATED MAY 19, 1952. AND RECORDED JUNE 12, 1952 IN BOOK 1386 OF OFFICIAL RECORDS AT PAGE 370 MONTEREY COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THE CERTAIN 23.4 ACRES TRACT CONVEYED BY EDWARD B. DAVIS, AND PHOEBE M. DAVIS, HIS WIFE, TO JESUS C. ALVARADO A SINGLE MAN BY DEED DATED NOVEMBER 25, 1953, RECORDED NOVEMBER 30, 1953 IN BOOK 1493 OF OFFICIAL RECORDS AT PAGE 441, MONTEREY COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT CERTAIN 0.733 ACRE PARCEL OF LAND AS CONVEYED FROM PHOEBE MAR MARRIOTT TO THE COUNTY OF MONTEREY BY DEED DATED AUGUST 31, 1960, RECORDED SEPTEMBER 2, 1960 IN BOOK 2080 OF OFFICIAL RECORDS AT PAGE 110.

APN: 181-061-012

EXHIBIT B
(Facility Site Plan and Access Road Description)

