

Project: Monterey Bay Sanctuary Scenic Trail
Grantors: Moss Landing Harbor District
Parcel No: A Parcel of Land of the State of California

**AGREEMENT FOR GRANT OF EASEMENT IN REAL PROPERTY
FOR THE
MONTEREY BAY SANCTUARY SCENIC TRAIL PROJECT**

This Agreement For Grant of Easement In Real Property (Agreement) is between the County of Monterey, a political subdivision of the State of California (GRANTEE), and Moss Landing Harbor District, (GRANTOR).

The parties hereby agree as follows:

1. DONATION AND ACCEPTANCE OF PROPERTY:

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 permanent easement in real property as shown in Exhibit "A" – Legal Description (attached and incorporated by this reference) (the "Property"). GRANTEE agrees to accept from GRANTOR the permanent easement in real property "AS IS" with all faults and conditions thereon, and with no representations or warranties from GRANTOR regarding the fitness or suitability for use. The form of the Permanent Easement Deed as depicted in Exhibit "B" (attached and incorporated by this reference).

2. CONSIDERATION FOR THIS AGREEMENT:

It is agreed that the Property conveyed by the document referenced in Paragraph 3 below is being granted without any monetary payment to GRANTEE by the GRANTOR. GRANTOR, having initiated this grant of a permanent easement in real property, has been informed of the right to compensation for the Property, and hereby waives such right to compensation.

Although the GRANTOR waives any right to compensation, GRANTOR and GRANTEE agree that consideration exists for this Agreement by virtue of the fact that the Project will benefit other real property of GRANTOR by improving vehicular congestion, pedestrian circulation and safety, and generating economic growth within the Moss Landing Harbor District and surrounding area.

3. DELIVERY OF EASEMENT; COSTS:

A Permanent Easement Deed conveying the Property shall be executed and delivered by GRANTOR to GRANTEE.

GRANTEE shall pay all costs incurred in this transaction, including, but not limited to, document preparation fees, recording fees, and delivery charges.

4. POSSESSION:

GRANTOR agrees that GRANTEE and its authorized agents and contractors may enter upon the Property described herein for purposes of performing activities related to and incidental to

the construction of the Project. It is agreed that such possession and use of the Property by GRANTEE shall commence at the time of recordation.

5. USE AND RESPONSIBILITY:

GRANTEE or its assignee is responsible with the maintenance and repair activities of any improvements constructed by GRANTEE within the easement, including the intended bike and pedestrian path.

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 (1) the permanent easement in real property, including the design, construction, maintenance, or invitation for the public to use the intended bike and pedestrian bike path, and; (2) GRANTOR's adjoining property which is not part of the permanent property easement which is used by GRANTEE or its authorized agents to facilitate construction activities, including for ingress and egress during construction activities.

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 or GRANTOR's predecessor's use, disposal, storage, or abandonment of hazardous or toxic substances.

7. USE AND RECONSTRUCTION OF GRANTOR'S ADJOINING PROPERTY:

GRANTEE and its authorized agents and contractor(s) are hereby granted permission to enter, following reasonable notice to GRANTOR, onto GRANTOR's adjoining property which is not part of the property being donated, if necessary, to facilitate construction activities, and includes use for ingress and egress and all other activities incidental to the construction of the project.

8. LEASE WARRANTY:

GRANTOR warrants there are no oral or written leases on any portion of the Property exceeding a period of one month.

9. 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.

10. 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.

11. PUBLIC PURPOSE:

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

12. EXECUTION OF AGREEMENT; INTEGRATED AGREEMENT; WAIVER OF FURTHER CLAIMS BY GRANTOR; BINDING ON HEIRS, ETC.:

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

Except for the maintenance and indemnity obligations set forth in Sections 6 and 7, above, once the Permanent Easement Deed to the Property is accepted by GRANTEE, GRANTEE shall have no further obligation to GRANTOR regarding the Property, including compensation therefore or severance damages to the remainder of GRANTOR's property, if any, or on account of the location, grade or construction of the Project.

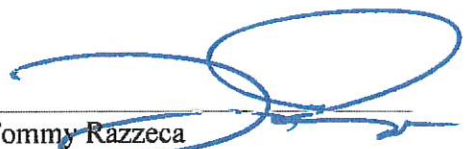
ALL AGREEMENTS FOR THE PERMANENT EASEMENT ARE CONTINGENT UPON THE APPROVAL OF THE COUNTY OF MONTEREY.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date opposite the signatures below.

GRANTORS

Moss Landing Harbor District

BY: _____


Tommy Razzeca
General Manager/Harbor Master
Moss Landing Harbor District

Date: _____



GRANTEE

County of Monterey

BY: _____

Carl P. Holm
Director
Resource Management Agency

Date: _____

APPROVED AS TO FORM:
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By: _____

Mary Grace Perry
Deputy County Counsel

Date: _____

EXHIBIT 'A'**EASEMENT FOR BIKE PATH
LEGAL DESCRIPTION**

Being a portion of property situated in projected Section 18, Township 13 South, Range 2 East, Mount Diablo Baseline and Meridian, in the Rancho Bolsa Nueva y Moro Cojo, in Monterey County, California, more particularly described as followed:

An easement for Bike Path purposes within the right-of-way of Moss Landing Harbor District and more particularly described as followed:

BEGINNING at the northwest corner of Parcel B, as depicted in that certain Parcel Map entitled "Parcel Map PLN 970371" filed on June 22, 1998 in Volume 20 of Parcel Maps, Page 64, Monterey County Records, also being on the westerly right-of-way line of California State Highway No. 1; thence from the **POINT OF BEGINNING**, along the westerly line of said Parcel B, South $19^{\circ}49'10''$ West, a distance of 145.56 feet;

Thence leaving said westerly line of Parcel B and entering into said lands of Moss Landing Harbor District, the following three (3) arcs, courses and distances:

1. North $09^{\circ}07'04''$ East, a distance of 83.96 feet to a point on a 115.00 foot radius tangent curve;
2. along the arc of said curve to the right, an arc distance of 44.93 feet, through a central angle of $22^{\circ}23'11''$ to a point on a 85.00 foot radius reverse curve;
3. along the arc of said curve to the left, an arc distance of 44.31 feet, through a central angle of $29^{\circ}52'04''$ to a point on a 3460.19 foot radius non-tangent curve and on said westerly right-of-way line;

Thence from a radial line which bears North $74^{\circ}37'23''$ East, along the arc of said curve and said westerly right-of-way line to the right, an arc distance of 30.88 feet, through a central angle of $00^{\circ}30'41''$ to the **POINT OF BEGINNING**.

Containing 1,808 square feet or 0.04 acres, more or less.

See Exhibit "A-1", plat to accompany description, attached hereto and made a part hereof.

The Basis of Bearings for this description is the California State Plane Coordinate System, Zone 4, NAD 83, as measured between Caltrans monument designated "TOWILL 18" and Caltrans monument designated "PM-97.22". Said bearing is North 00° 25' 12" West. Distances shown are ground based.

August 1, 2014

END OF DESCRIPTION

Michael E. Long P.L.S. 6815
Expires September 30, 2014.

Date: 8/1/14

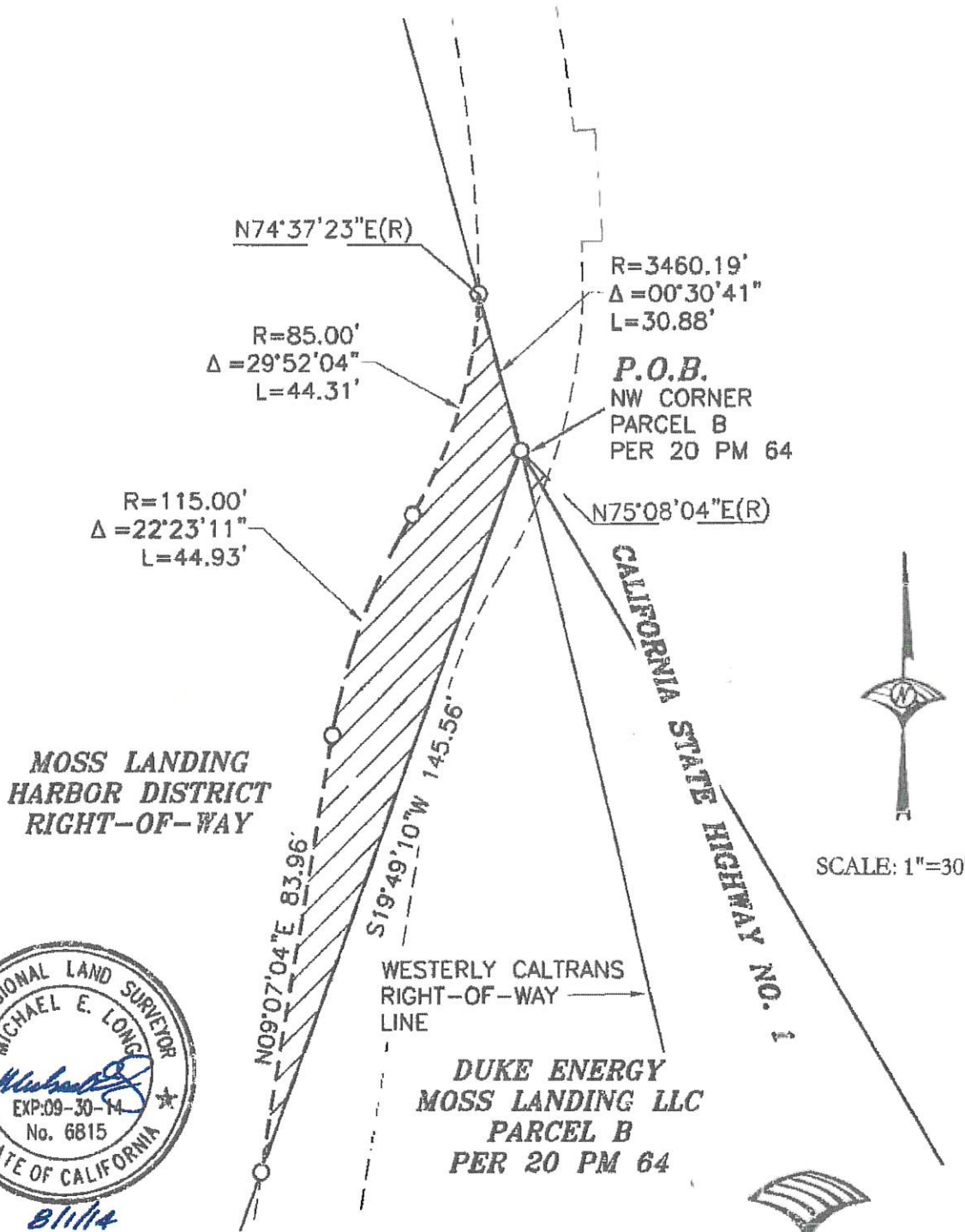


PREPARED BY WOOD RODGERS, INC.
SACRAMENTO, CALIFORNIA

EXHIBIT A-1

PLAT TO ACCOMPANY
DESCRIPTION

**BIKE TRAIL EASEMENT
WITHIN THE LANDS OF
MOSS LANDING HARBOR DISTRICT
COUNTY OF MONTEREY
STATE OF CALIFORNIA**



SEE DESCRIPTION FOR
COURSE INFORMATION

WOOD RODGERS
DEVELOPING INNOVATIVE DESIGN SOLUTIONS

3301 C St, Bldg. 100-B Tel 916.341.7700
Sacramento, CA 95816 Fax 916.341.7767
AUGUST 1, 2014 8091.010 SHEET 1 OF 1

RECORDING requested by:
County of Monterey

When recorded, return to:
County of Monterey
RMA - Public Works
1441 Schilling Place, 2nd Floor
Salinas, CA 93901

Space above this line for Recorder's use

No recording fee required; this document is exempt from fee pursuant to Sections 6103 and 27383 of the California Government Code. This deed is exempt from tax pursuant to Section 11922 of the California Revenue and Taxation Code.

Monterey Bay Sanctuary Scenic Trail Project
Portion of APN: A Parcel of State of California Land

PERMANENT EASEMENT DEED
for
Trail, Utility and Maintenance

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Moss Landing Harbor District, hereby **GRANTS** to the **County of Monterey, a political subdivision of the State of California**, a Permanent Easement for public trail, public utility and maintenance purposes and all other incidentals thereto, for on, over, under and across the certain real property in the County of Monterey, State of California, described and depicted in Exhibit A attached hereto and incorporated herein by this reference.

Dated: 12/14/19



Tommy Razzeca
General Manager/Harbor Master
Moss Landing Harbor District

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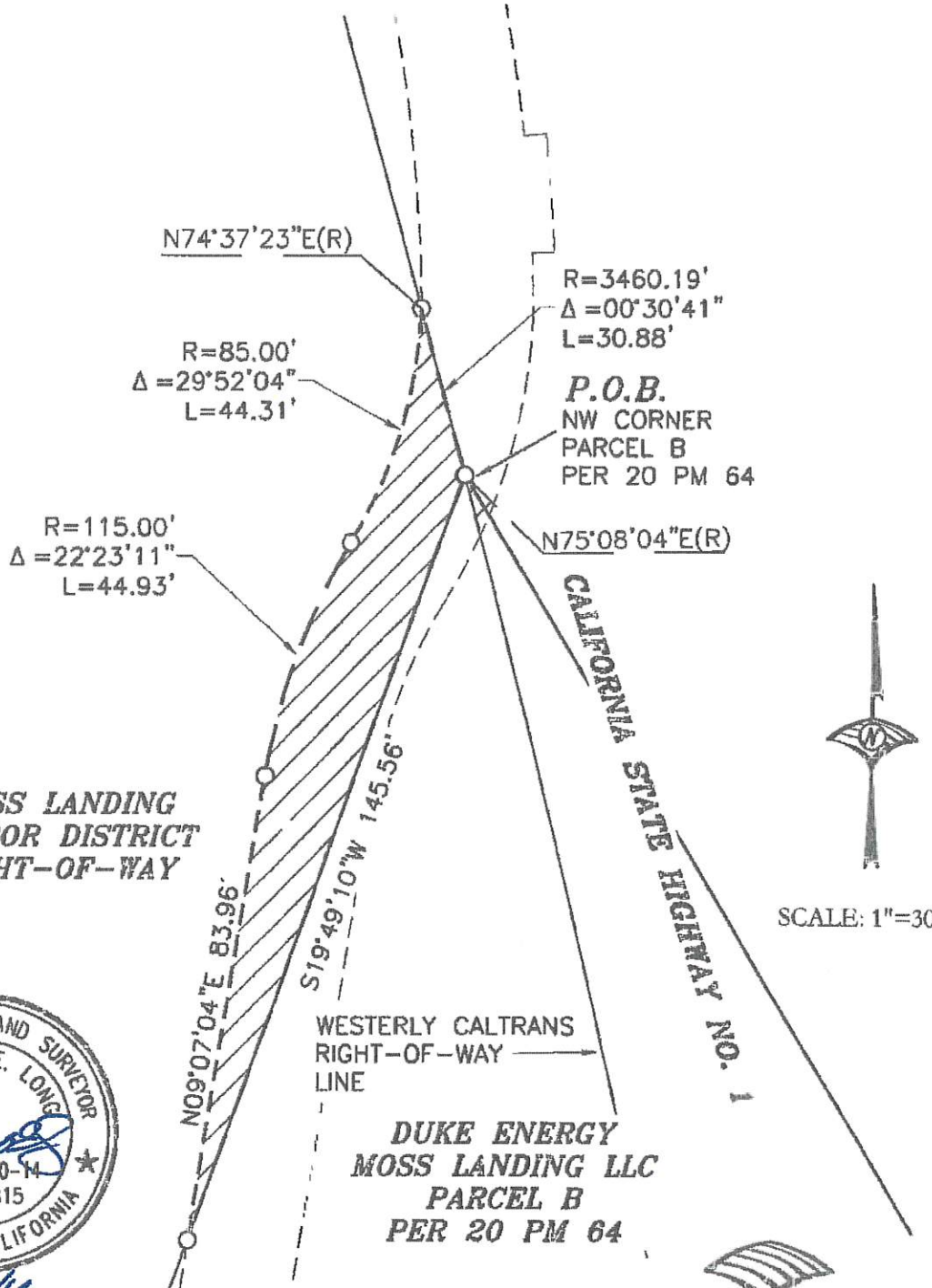


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