

RECORDING REQUESTED BY:
PACIFIC GAS AND ELECTRIC COMPANY
245 Market Street, N10A, Room 1015
P.O. Box 770000
San Francisco, California 94177

RETURN TO:
Department of Transportation R/W
50 Higuera Street
San Luis Obispo, CA 93401-5415

STATE BUSINESS—FREE

**This document presented for recording pursuant to
Govt. Code 27383**

Location: City/Uninc _____
Recording Fee \$ _____
Document Transfer Tax \$ _____

- This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

LD 2220-08-0421 CT 11793-1

EASEMENT DEED

R-875 1805-01 Caltrans WRO Salinas River Bridge

COUNTY OF MONTEREY, a political subdivision of the State of California

hereinafter called Grantor, in consideration of value paid by PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the receipt whereof is hereby acknowledged, hereby grant to Grantee the right at any time, and from time to time, to excavate for, install, reconstruct, replace (of the initial or any other size), maintain and use such pipe lines as Grantee shall from time to time elect for conveying gas, with necessary and proper valves and other appliances and fittings, and devices for controlling electrolysis for use in connection with said pipe lines, and such underground wires, cables, conduits, and above ground appliances, fixtures and appurtenances, as Grantee shall from time to time elect for communication purposes, together with the rights to energize same and adequate protection therefor, and also a right of way, on, over, under and across the hereinafter described easement area lying within Grantor's lands which are situate in the County of Monterey, State of California, and are described as follows:

(APN 245-111-006)

Parcel 1 as shown upon the Record of Survey of the Salinas River Recreational Area, filed for record February 18, 1975 in Book 11 of Surveys at page 67, Monterey County Records.

The aforesaid easement area is described as follows:

The parcel of land described in Exhibit "B" and attached hereto and made a part hereof.

Grantor further grants to Grantee:

(a) the right of grading said easement area for the full width thereof and to extend the cuts and fills for such grading into and on said lands along and outside said easement area to such extent as Grantee may find reasonably necessary;

(b) the right, from time to time, to trim or to cut down without Grantee paying compensation for any and all trees, roots, shrubs, brush, vines and other vegetation, crops and to remove any associated supporting structures now or hereafter within the easement area.

(c) the right to support said pipe lines across ravines and water courses with such structures as Grantee shall from time to time elect;

(d) the right of ingress to and egress from the easement area over and across said lands by means of roads and lanes thereon, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor, provided Grantee shall provide reasonable compensation for damage caused by its exercising of this right and that such right of ingress and egress shall not extend to any portion of said lands which is isolated from the easement area by any public road or highway, now crossing or hereafter crossing said lands;

(e) the right of grading for, constructing, reconstructing, maintaining and using such roads on and across said lands as Grantee may deem necessary in the exercise of said right of ingress and egress, or to provide access to lands adjacent to said lands;

(f) the right to use such portion of said lands contiguous to the easement area as may be reasonably necessary in connection with the construction, reconstruction, installation, inspection, maintenance, repair, replacement and removal of the facilities;

(g) the right to install, maintain and use gates in all fences which now cross or shall hereafter cross the easement area; and

(h) the right to mark the location of the easement area and pipe lines by suitable markers set in the ground; provided that the markers shall be placed in fences or other locations which will not interfere with any reasonable use Grantor shall make of the easement area.

Grantee hereby covenants and agrees:

(a) not to fence the easement area;

(b) to promptly backfill any excavations made by it on the easement area and repair any damage it shall do to Grantor's private roads or lanes on said lands; and

(c) to indemnify Grantor against any loss and damage which shall be caused by any wrongful or negligent act or omission of Grantee or of its agents or employees in the course of their employment, provided, however, that this indemnity shall not extend to that portion of such loss or damage that shall have been caused by Grantor's comparative negligence or willful misconduct.

Grantor reserves the right to use the easement area for purposes which will not interfere with Grantee's full enjoyment of the rights hereby granted; provided, however, Grantor shall not plant any trees, shrubs, brush, vines and other vegetation with the easement area. Grantor may plant and maintain ground covers, grasses, flowers, and low-growing plants, crops that grow unsupported to a maximum of four feet (4') in height at maturity within the easement area.

Grantor shall not erect, place or construct, nor permit to be erected, placed or constructed, any building or other structure, or store fluid or flammable substances; drill or operate any well, construct any reservoir or other obstruction within the easement area; or diminish or substantially add to the ground cover within the easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

Grantor shall not convey any rights to a third party or commence any construction within the easement area without the written approval by Grantee's Land Management Manager, which approval shall not be unreasonably withheld. For all purposes not expressly restricted herein, Grantor shall submit copies of plans for Grantee's approval for any new construction (surface or subsurface) within the easement a minimum of thirty (30) days prior to requested use. New construction shall not commence until such time that Grantee approves the plans.

Grantee shall have the right to assign this easement.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated _____, 2018.

COUNTY OF MONTEREY, a political
subdivision of the State of California

By _____

I hereby certify that a resolution was adopted on the ____ day of _____, 20____, by the
_____ authorizing the foregoing grant of easement.

By _____

EXHIBIT "B"

PARCEL 11793-1

An easement for utility and maintenance purposes upon, over, and across a portion of that certain real property situate in the Rancho San Lorenzo (Soberanes), the Rancho Poso de Los Ositos, and hiatus lands between said Ranchos, in the County of Monterey, State of California, shown as Parcel 1 on the Record of Survey of the Salinas River Recreational Area, recorded on February 18, 1975, in Book 11 of Surveys, Page 67, in the Office of the Recorder of Monterey County, more particularly described as follows:

Commencing at the northeasterly terminus of course "S37°29'44"W 374.432m (1228.45')" as shown on the Record of Survey of a Portion of State Highway 101, filed April 27, 2005 in Volume 28 of Records of Surveys at Page 10, in the Records of Monterey County, designated on said map as point R20 and marked by a 1" iron pipe with yellow plastic plug stamped "CALIF DOT";

Thence, along the northerly right of way of said state highway, South 37° 29' 44" West for a distance of 768.32 feet to the southeasterly corner of Parcel 3 as shown on said Record of Survey of the Salinas River Recreational Area;

Thence, along the easterly boundary of said Parcel 3, North 63° 17' 58" West for a distance of 61.08 feet to the most southerly corner of said Parcel 1 and the Point of Beginning;

Thence, along the southerly boundary of said Parcel 1, North 37° 29' 44" East for a distance of 488.04 feet;

Thence, South 44° 26' 07" West for a distance of 82.76 feet;

Thence, South 37° 29' 44" West for a distance of 407.79 feet to a point on the westerly boundary of said Parcel 1;

Thence, along the boundary of said Parcel 1, South 63° 17' 58" East for a distance of 10.18 feet to the Point of Beginning.

The bearings and distances used in this description are on the California Coordinate System of 1983, Zone 4. Multiply distances by 0.99996888 to convert to ground distances.

END OF DESCRIPTION

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors act.

Signature 

Date November 14, 2017



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

On _____ before me, _____,
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

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 _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____



California All-Purpose Acknowledgment

The so-called “all-purpose” acknowledgment wording, as prescribed in California Civil Code Section 1189(a), is mandatory for all acknowledgments taken in the state, whether the acknowledger is signing as an individual or a representative (partner, corporate officer, attorney in fact, trustee, etc.).

Law permits California Notaries to use an out-of-state acknowledgment form on a document that will be filed in that other state or U.S. jurisdiction, but only if “the form does not require the Notary to determine or certify that the signer holds a particular representative capacity or to make other determinations and certifications not allowed by California

law” (Civil Code Section 1189(c)).

Still, however, any acknowledged document notarized and filed or recorded in California must bear only an all-purpose certificate.

State law requires the “all-purpose” certificate wording to be used exactly as it appears in statute.

The optional section at the bottom can deter alteration of the document or fraudulent reattachment of this form to an unintended document. The insertions in this section are not required by law. Failure to fill out this section will not affect the validity of the certificate.

Instructions:

1 NAME OF COUNTY where Notary performs notarization.

2 DATE OF NOTARIZATION. Actual month, day and year on which signer(s) appear(s) before Notary.

3 NAME & TITLE OF NOTARIZING OFFICER. In the case of a Notary, “Notary Public” would be the title.

4 NAME(S) OF SIGNER(S) appearing before Notary. Initials and spelling of names should agree with name(s) signed on document and ID card.

5 NUMBER AND GENDER OF SIGNER(S). Cross out letters and words that do not apply — person(s), name(s), is/are, he/she/they, his/her/their, capacity(ies), signature(s) — or circle words that apply, to agree with number and gender of signer(s) in space 4.

6 SIGNATURE OF NOTARY exactly as name appears on commissioning papers, in space 3 and in seal.

7 NOTARY SEAL IMPRINT, clearly and legibly affixed.

SPACES 8–15 ARE OPTIONAL.

Omission of information here will not affect the document’s validity. However, completing these spaces can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

8 TITLE OR TYPE OF DOCUMENT notarized, such as “Grant Deed.”

9 DATE OF DOCUMENT notarized. Most but not all documents will have a date, usually at the top or following the signature. If none, insert “No Date.”

10 NUMBER OF PAGES in the notarized document. This may point out fraudulent addition or removal of pages. Do not count the certificate as a page. However, the certificate will be regarded as a page by recording officials in assessing recording fees.

11 SIGNER(S) OTHER THAN NAMED IN SPACE 4. Since all signers might not be named on the same notarial certificate, insert name(s) of signer(s) here that appear(s) or will appear on other certificates — as many as space allows. If there are a large number of signers, a notation such as “Mary Smith and 28 other signers” will suffice. If none, insert “no other signers.”

12 NAME(S) OF SIGNER(S) from space 4 whose capacity and represented entity follow.

13 CAPACITY CLAIMED BY SIGNER. Check appropriate box to indicate whether signer is signing as individual (on his or her own behalf), or as corporate officer (indicate corporate title), partner (indicate whether “limited” or “general” partner), attorney in fact, trustee, guardian/conservator, or in another capacity.

14 DESCRIPTION OF OTHER CAPACITY(IES). A single capacity, such as “executor,” may be indicated here; or a multiple capacity, such as “corporate officer signing for partnership in which corporation is partner.”

15 NAME OF PERSON OR LEGAL ENTITY that signer is representing. It could, for example, be the name of an absent person represented by attorney in fact. It could be the name of a condominium association, such as “Blue Lagoon Condo Assn.” Or it could be multiple entities, such as “XYZ Corp., partner in Mutual Enterprises, a partnership.”

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California Los Angeles **1**
 County of Los Angeles **1**

On July 19, 2012 before me, Pat R. Jones, Notary Public **3**
 Date Here insert Name and Title of the Officer
 personally appeared Michael T. Smith **4**
Name(s) of Signer(s)

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. **5**

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 Pat R. Jones **6**
Signature of Notary Public

7  **7**
PAT R. JONES
 CCMA #121467
 Notary Public - California
 Los Angeles County
 My Comm. Expires Jan 1, 2016

OPTIONAL
 Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Grant Deed **8** Document Date July 19, 2012 **9**
 Title or Type of Document Number of Pages ONE Signer(s) Other Than Named Above: no other signers **11**

Capacity(ies) Claimed by Signer(s)
 Signer's Name: Michael T. Smith **12** Signer's Name: _____ **14**
 Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____
 Partner — Limited General Partner — Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
 Signer is Representing: _____ Signer is Representing: _____ **15**

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