

GRANTOR: ST. DUNSTAN'S PARISH

APN: 416-024-014 &amp; 416-522-005

PROJECT NAME: ROBINSON CANYON ROAD BRIDGE SCOUR REPAIR PROJECT

**MONTEREY COUNTY RESOURCE MANAGEMENT AGENCY  
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

In consideration of the terms and conditions set forth in this Temporary Construction Easement Agreement (this "Agreement") Rector, Wardens, and Vestrymen of St. Dunstan's Parish, in Carmel Valley, a California Corporation ("GRANTOR") hereby grants and delivers this Agreement to the County of Monterey ("AGENCY") conveying a Temporary Construction Easement (the "TCE") as set forth herein.

In consideration of which, and the other consideration hereinafter set forth, it is mutually agreed as follows:

**1. Entire Agreement**

The parties have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for the TCE and shall relieve AGENCY of all further obligations or claims on this account.

**2. Payment**

AGENCY shall pay to GRANTOR the sum of TWENTY-ONE THOUSAND EIGHT HUNDRED DOLLARS (\$21,800.00) as payment in full for the TCE described below and identified in AGENCY'S Summary of the Basis of Just Compensation delivered separately with this Agreement. Payment shall be made as soon as practicable following AGENCY acceptance of this Agreement and prior to any entry by AGENCY on GRANTOR'S property or the TCE.

**3. Temporary Construction Easement**

GRANTOR grants to AGENCY a TCE over, across and upon that certain real property as shown on Exhibit "A" and Exhibit "B" (the "TCE Area") attached hereto and made a part hereof, for use by AGENCY, together with the right of ingress and egress from the TCE Area and the right at all times to enter and use the TCE Area and every part thereof for purposes connected with construction of the proposed public improvement. The TCE Period shall be in effect from, April 12, 2021 to April 12, 2023.

- A. As part of the TCE, GRANTOR shall permit and allow AGENCY, its agents and/or contractors to enter upon the TCE Area on GRANTOR'S Property during the TCE Period. At least 48 hours' advance written notice will be given before any entry on the TCE by AGENCY. The TCE becomes valid upon acceptance of this Agreement by AGENCY and payment of the consideration set forth in Clause 2 above.
- B. AGENCY agrees upon completion of any of its works hereunder to restore, as near as possible, the surface of the TCE to the condition in which it was prior to the commencement of the work related to the proposed public improvement.
- C. If GRANTOR sells, conveys or assigns any property interest, encumbered by this Agreement prior to AGENCY exercising the rights grant herein, GRANTOR shall

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notify the successor or assigner of the rights and obligations of both parties as included herein.

- D. The AGENCY does not have an option to extend but can re-appraise and re-acquire any necessary TCE.
- E. The use of the TCE shall be limited to the projects working hours of 7:00 a.m. to 5:00 p.m. Monday through Friday. Only cars and light duty pick-ups shall use the TCE area. No heavy equipment or construction materials shall be stored in the TCE area and the parking area shall be accessed via the westerly gate only. The County shall schedule a meeting with the GRANTOR at least two weeks prior to initiation of construction activities to review the anticipated construction schedule. The County shall install typical exclusion fencing around the perimeter of the parking area to be located on the Grantors property.

**4. AGENCY Performed Work**

All work done under this Agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by AGENCY, shall be left in as good condition as found.

**5. Indemnification**

AGENCY shall indemnify, defend, and hold harmless GRANTOR from and against all claims, causes of action, damages, liabilities, cost and expenses (including reasonable attorney fees and costs), arising from or related to AGENCY'S use of the TCE Area and exercise of AGENCY'S rights under this Agreement. . including any such claims, causes of action, damages, liabilities, cost and expenses (including reasonable attorney fees and costs) the fence referenced in Section 3 E above arising from or related to AGENCY'S use of the TCE Area and exercise of AGENCY'S rights under this Agreement. The obligations of AGENCY under this clause shall not be applicable to any and all claims, causes of action, damages, liabilities, cost and expenses (including reasonable attorney fees and costs), arising from or related to GRANTOR'S negligence or willful misconduct.

**6. Hazardous Materials**

The acquisition price of the TCE Area being acquired in this transaction reflects the fair market value of the TCE Area without the presence of contamination. If the TCE Area being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under Federal or State law, the AGENCY may elect to recover its clean-up costs from those who caused or contributed to the contamination. GRANTOR shall further indemnify, defend, save and hold harmless the AGENCY from any and all claims, costs and liability, including reasonable attorney's fees, for any damage, injury or death to persons or property arising directly or indirectly from or connected with the existence of toxic or hazardous material on the TCE Area, save and except claims, costs or litigation arising through the sole negligence or willful misconduct of the AGENCY, its agents or employees.

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**7. No Leases**

GRANTOR warrants that there are no oral or written leases on all or any portion of the TCE Area exceeding a period of one month and GRANTOR further agrees to hold the AGENCY harmless and reimburse the AGENCY for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of owner for a period exceeding one month.

**8. Tenant's Consent**

If any lessee/tenant interests are identified in Clause 7 herein, as a condition precedent to approval of this Agreement by the AGENCY, a Tenant's Consent or similar releases acknowledging lessee/tenant's possessory rights and consent for AGENCY'S use of TCE Area will be required. GRANTOR agrees to assist AGENCY in securing said Tenant's Consent or similar releases.

**9. Release of Claims**

GRANTOR, for itself, its agents, assigns, successors in interest, and any related or affiliated entities, hereby fully releases and discharges AGENCY, its agents, employees, officers, directors, divisions, attorneys, accountants, insurers, successors, and other representatives, and any and all related or affiliated private or public agencies or entities, from any and all causes of action, actions, judgments, liens, indebtedness, obligations, losses, claims, damages, liabilities and demands, including without limitation any claim arising out of or pertaining, directly or indirectly, to the acquisition of the TCE Area described in this Agreement and the construction of any improvements thereon, including without limitation, inverse condemnation, nuisance, severance damages, relocation benefits, reestablishment benefits, the cost or value of any equipment or fixtures, attorneys' fees and costs, loss of goodwill, construction-related dust, noise, traffic and other related construction activity, and lost rentals or business associated with construction of any improvements, and any other types of related losses or damages.

GRANTOR acknowledges that it may hereafter discover facts or law different from, or in addition to that which it now believes to be true with respect to his/her release of claims as set forth in this Agreement, and understands that by executing this Agreement it is waiving any rights of claims for any other or future benefits or damages to which it might be entitled which are not specifically exempted herein. In giving this release, GRANTOR expressly waives the protection of Civil Code Section 1542, which statute provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

If this Agreement is terminated this Clause shall have no force and effect.

**10. Authority to Sign**

Each individual executing this Agreement on behalf of GRANTOR represents and warrants that such individual is duly authorized to convey real property and execute this Agreement on behalf of GRANTOR and that no other signatures or approvals are necessary to transfer and deliver the rights described in this Agreement to AGENCY.

**11. Successors and Assigns**

This Agreement shall be binding upon, and inure to the benefit of, the parties to this Agreement and their respective successors, heirs, administrators and assigns.

**12. Counterpart Signature**

This Agreement may be executed in counterparts, each of which shall be an original, but all counterparts shall constitute one Agreement.

**13. Acceptance of AGENCY**

This Agreement is subject to acceptance by the AGENCY and shall have no force or effect unless so accepted.

**14. Specific Performance and Other Remedies**

The parties understand that the interests and rights being conveyed by this Agreement are unique and for that reason, among others, the parties will be irreparably damaged in the event that this Agreement is not specifically enforced. Accordingly, in the event of any controversy concerning the obligations under this Agreement, such obligation shall be enforceable by a decree of specific performance or by injunction. Such remedies and all other rights and remedies set forth herein shall be cumulative and not exclusive, and shall be in addition to any and all other remedies which the parties may have hereunder at law or in equity.

**15. No Recording**

It is agreed that this Agreement shall not be placed on the public record with the Recorder of any county in the State of California.

**16. No Obligation**

The parties understand and agree that no obligation other than as set forth herein will be recognized. As set forth in Section 1. above, the parties understand and agree that the performance of this Agreement constitutes the entire consideration for the TCE and shall relieve AGENCY of all further obligations or claims on this account.

*(As used above, the term, "GRANTOR" shall include the plural as well as the singular number.)*

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IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written herein below.

MONTEREY COUNTY RESOURCE  
MANAGEMENT AGENCY

GRANTOR:  
RECTOR, WARDENS, AND VESTRYMEN  
OF ST. DUNSTAN'S PARISH, IN CARMEL  
VALLEY, a CALIFORNIA CORPORATION

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

By: *[Signature]*

Title: \_\_\_\_\_

Title: *Sonnie Warden (President)*  
(Chair, President, or Vice President)

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

Date: 9/23/20

Approved as to form:  
Office of the County Counsel-Risk Manager  
Leslie J. Girard, County Counsel

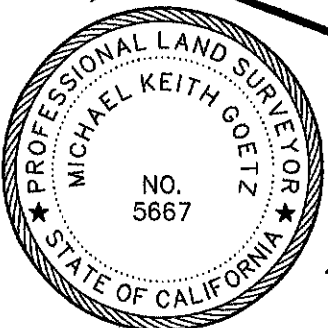
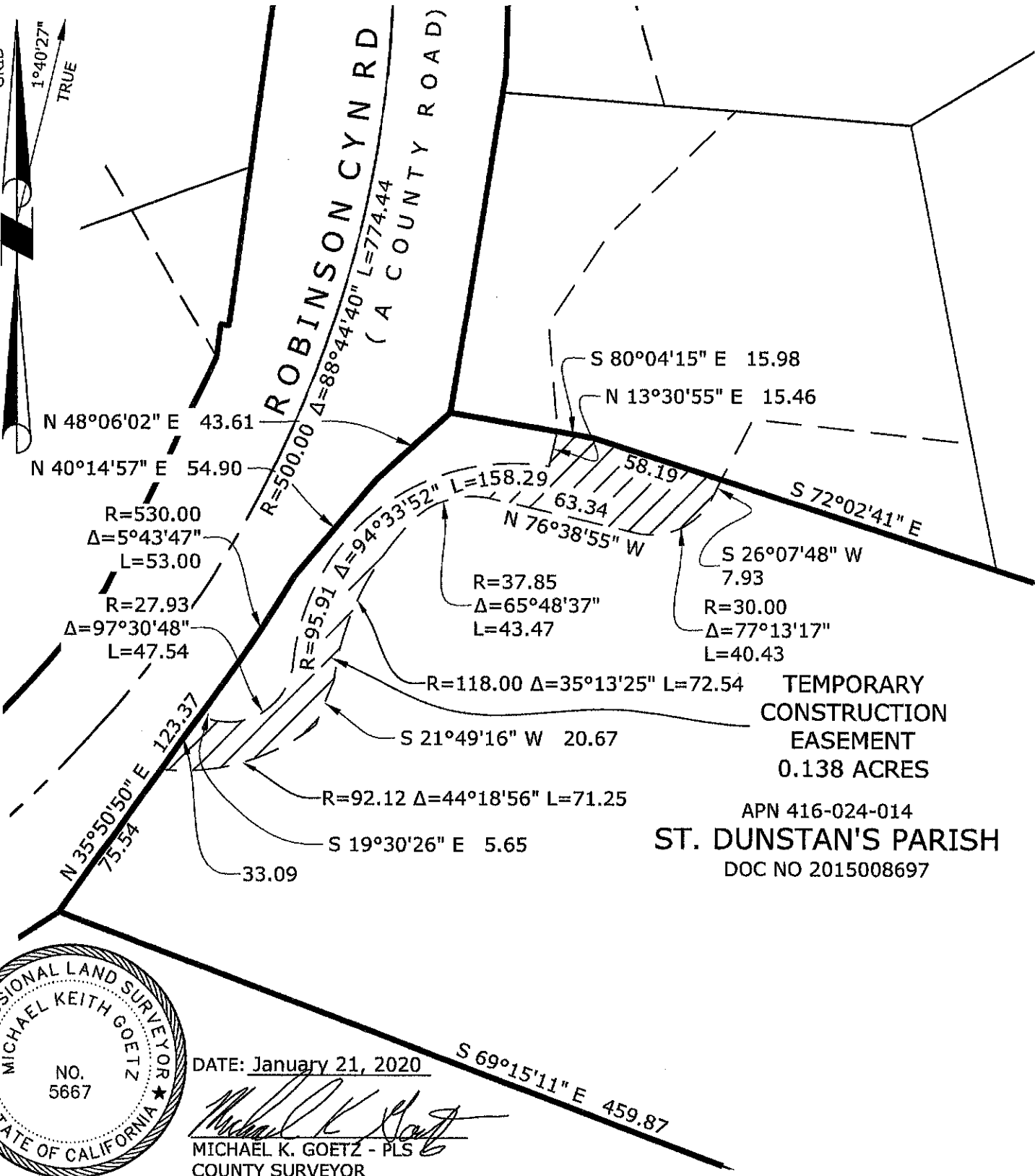
& By: *[Signature]*

By: *Mary Grace Perry*  
Mary Grace Perry  
Deputy County Counsel

Title: Treasurer  
(Sec. Asst. Sec., Treas., Asst. Treas., or CFO)

Date: 2/8/2021

SCALE: 1"=60'



DATE: January 21, 2020  
  
 MICHAEL K. GOETZ - PLS  
 COUNTY SURVEYOR



**COUNTY OF MONTEREY  
RESOURCE MANAGEMENT AGENCY  
OFFICE OF THE COUNTY SURVEYOR**  
 1441 SCHILLING PLACE, SOUTH 2ND FLOOR  
 SALINAS, CALIFORNIA 93901  
 (831) 755-4800/FAX (831) 755-4958

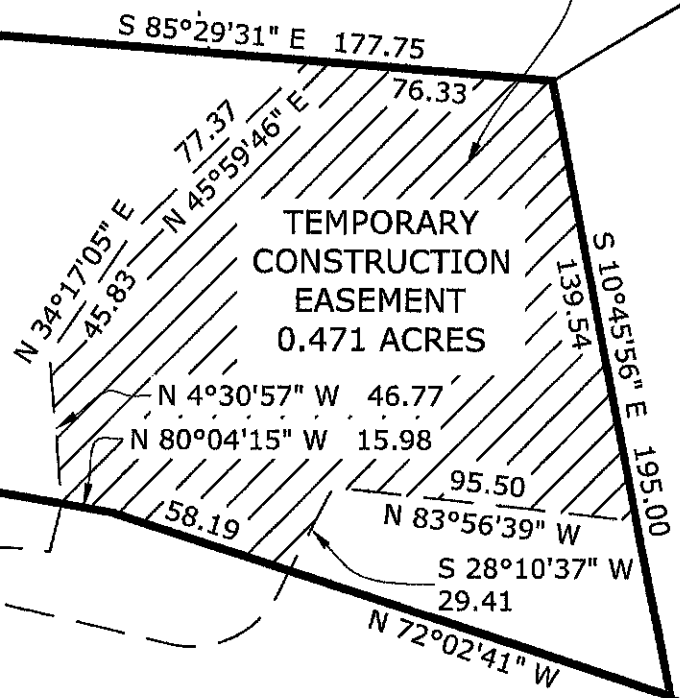
<b>ROBINSON CANYON ROAD BRIDGE NO. 503</b>			SHEET 1 OF 1
TEMPORARY CONSTRUCTION EASEMENT APN 416-024-014			
<b>ST. DUNSTAN'S PARISH PROPERTY</b>			
DATE	01/21/20	DRAWING	VIEW
SCALE	1"=60'	RCRB_MAP	
		416-024-014 TCE	

SCALE: 1"=60'

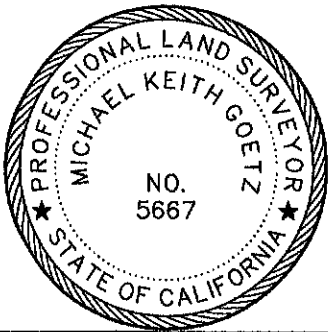


ROBINSON CYN RD  
( A COUNTY ROAD )  
R=500.00 Δ=88°44'40" L=774.44  
N 9°24'06" E 140.01

APN 416-522-005  
ST. DUNSTAN'S PARISH  
R 1848 OR 926



TEMPORARY  
CONSTRUCTION  
EASEMENT  
0.471 ACRES



DATE: January 21, 2020

*Michael K. Goetz*  
MICHAEL K. GOETZ - PLS  
COUNTY SURVEYOR



**COUNTY OF MONTEREY  
RESOURCE MANAGEMENT AGENCY  
OFFICE OF THE COUNTY SURVEYOR**

1441 SCHILLING PLACE, SOUTH 2ND FLOOR  
SALINAS, CALIFORNIA 93901  
(831) 755-4800/FAX (831) 755-4958

**ROBINSON CANYON ROAD BRIDGE NO. 503**  
TEMPORARY CONSTRUCTION EASEMENT  
APN 416-522-005

**ST. DUNSTAN'S PARISH PROPERTY**

DATE	01/21/20	DRAWING	RCRB_MAP	SHEET 1 OF 1
SCALE	1"=60'	VIEW	416-522-005 TCE	