

Attachment A

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CARMEL RIVER FLOODPLAIN RESTORATION AND ENVIRONMENTAL ENHANCEMENT PROJECT LONG TERM MANAGEMENT

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter "2024 MOU") is entered by and among the COUNTY OF MONTEREY, a political subdivision of the State of California ("County"), the MONTEREY PENINSULA WATER MANAGEMENT DISTRICT ("MPWMD"), the CALIFORNIA STATE DEPARTMENT OF PARKS AND RECREATION ("State Parks"), the MONTEREY PENINSULA REGIONAL PARK DISTRICT ("MPRPD"), and BIG SUR LAND TRUST, a California non-profit public benefit corporation ("BSLT") (each a "**Party**" and collectively the "**Parties**"), effective as of the last date opposite the respective signatures below by all Parties (the "**Effective Date**"), for the purpose of describing the Parties' roles and responsibilities in the long term management and maintenance of the Carmel River Floodplain Restoration and Environmental Enhancement Project ("**CRFREE Project**" or "**Project**") as hereinafter described.

RECITALS

A. 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.

B. In 1997, an "Agricultural and Open Space Conservation Easement Deed" (BSLT/County Easement) was made by and between Clinton Eastwood and Margaret Eastwood, Trustee of the Margaret Eastwood Trust U/D/T dated August 21, 1990 as "Grantor" and the County of Monterey, a political subdivision of the State of California, and Big Sur Land Trust, a California nonprofit public benefit corporation as "Grantee" (recorded as Document 9777099, in the Monterey County official records on December 31, 1997 and incorporated by this reference) to preserve and conserve the use of a portion of the property for agricultural and open space purposes as provided by the terms of the BSLT/County Easement. Said BSLT/County Easement encumbers portions of the lower Carmel River south floodplain.

C. In 1998, an "Agricultural and Open Space Conservation Easement Deed and Agreement" (Ag Land Trust Easement) was made by and between Big Sur Land Trust, a California nonprofit public benefit corporation as "Grantor" and the Monterey County Agricultural and Historic Land Conservancy, Inc., now, Ag Land Trust, a California nonprofit public benefit corporation as "Grantee" (recorded as Document 9889984 in the Monterey County official records on December 23, 1998 and incorporated by this reference), for the purpose of protecting and preserving in perpetuity for the public benefit the agricultural and open space values of the land as provided by the terms of the Ag Land Trust Easement. Said Ag Land Trust Easement encumbers portions of the lower Carmel River south floodplain.

D. At the time the 1997 BSLT/County Easement and the 1998 Ag Land Trust Easement referenced in Recitals B and C were entered into a habitat/wetland restoration project that would connect the lower Carmel River with its historical floodplain was contemplated. During this time, the then contemplated project was previously referred to as the “Phase II Odello Enhancement Plan” which is now commonly known as the CRFREE Project. Following the flooding of the community in 1995 and again in 1998, the California Coastal Conservancy, State Parks, BSLT, and Caltrans began efforts to design a habitat/wetland restoration plan to link the east and west sides of the floodplain.

E. In 2004, State Parks 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, BSLT 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 by this reference.

E. Since 2007, BSLT 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, 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** which is incorporated by this reference.) The Project site is located on real property owned respectively by California Department of Transportation (Caltrans), State Parks, BSLT, and MPRPD. The Project area includes the real property which is referenced in Recital U below and described in the corresponding Legal Descriptions set forth in **Exhibits B-2 through B-4**, attached and incorporated by this reference. The area required for a permanent easement related to the Project is owned by *Clinton Eastwood, as his sole and separate property, , as to an undivided 1/2 interest, and Margaret Eastwood, as Trustee of the Margaret Eastwood Trust U/D/T dated August 21, 1990, as to an undivided 1/2 interest* (‘Eastwood Property’) and described in **Exhibit B-5** which is attached and incorporated by this reference.

G. The Project consists of two 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 BSLT; (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, Caltrans approved a Project Study Report for the Causeway.

I. On November 24, 2010, the County, the Monterey County Water Resources Agency (MCWRA), the MPWMD, State Parks, and BSLT entered into a Memorandum of Understanding for the purpose of coordinating planning activity for the Project (the "2010 MOU"). The 2010 MOU is on file with the County of Monterey, Housing and Community Development Department, and incorporated by this reference.

J. On April 25, 2011, the MCWRA 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.

K. The County and Caltrans entered into a Cooperative Agreement (05-0234), effective May 6, 2014, for the construction of the causeway component of the Project. Said Cooperative Agreement (05-0234) is on file with the County of Monterey, Department of Public Works, Facilities and Parks (PWFP) and incorporated by this reference. 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). On November 23, 2021, Caltrans approved the Project Report for the Causeway. On November 17, 2022, Caltrans issued a closure statement for agreement 05-0234 and opened Cooperative Agreement 05-0401 which is on file with the County of Monterey (PWFP) and incorporated by this reference.

L. In August 2014, the County and BSLT 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 BSLT would implement the 2010 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 BSLT.

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 CRFREE Project, referred to in that report as the South Overbank Project. CSA 50 is the primary beneficiary of the ongoing flood conveyance of the CRFREE Project area. On April 18, 2023, CSA 50 voted to support the CRFREE Project long term maintenance of the Maintained Flood Conveyance Areas (MCFA) for the benefit of CSA 50 flood risk reduction, to begin the first calendar year after construction of the MFCAs.

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]¹) 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, between Caltrans and the County described in Recital K above.

O. In June 2015, BSLT 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 BSLT 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”). On June 15, 2021, the Board of Supervisors approved the Project (Board of Supervisors Resolution No. 21-163), which is the Preferred Alternative described in the Final EIR/EA, adopted a Mitigation Monitoring and Reporting Plan (MMRP), and authorized County staff to apply for and obtain permits and entitlements for the Project.

R. The USFWS issued a Finding of No Significant Impact (FONSI) for the floodplain restoration portion of the project on October 30, 2020. On April 23, 2021, Caltrans

¹ 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).

issued an agreement with USFWS FONSI for the causeway portion of the Project.

S. On November 23, 2021, Caltrans approved the Project Report for the Causeway. On November 17, 2022, Caltrans issued a Closure Statement for Agreement 05-0234, referenced in recital K, and opened Cooperative Agreement 05-0401 which is on file with PWFP and incorporated by this reference.

T. On July 19, 2022, the MOU for the construction phase went into effect (“2022 Construction MOU”). This 2024 MOU is referenced in the 2022 Construction MOU under section 1.0.1 as the “Long Term Management Agreement” for 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.

U. The Parties to this 2024 MOU are more specifically described as follows:

County of Monterey (“County”). The County of Monterey is a political subdivision of the State of California. County Service Area 50 (CSA 50) is a subsidiary of the County and will be the primary beneficiary of the CRFREE Project flood risk reduction benefits provided by the MFCAs. The proximity of CSA 50 is shown in **Exhibit B-1** which is attached and incorporated by this reference.

California Department of Parks and Recreation (“State Parks”). California 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) (**“State Parks property”**) is included in the Project area, as more fully described in **Exhibit B-2** attached and incorporated by this reference.

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. BSLT owns real property sometimes referred to as **“Odello East”** (128 acres) (APNs 243-071-005, 243-071-006, 243-071-007) (**“BSLT property”**), included in the Project area, as more fully described in **Exhibit B-3** (attached and incorporated by this reference).

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 BSLT property. A portion (three acres) of Palo Corona Regional Park (portion of APN 157-121-001 and APN 243-081-005) (**“MPRPD property”**) is included in the Project area, as more fully described in **Exhibit B-4** attached and incorporated by this reference.

Monterey Peninsula Water Management District (“MPWMD”). The Monterey Peninsula Water Management District is an independent 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 jurisdictional boundaries.

V. The CRFREE Project is entirely funded by Federal, State, and local grants. A list of pending and existing grants is included in **Exhibit C – Pending and Existing grants, permits, and agreements (9/30/2024)** which is attached and incorporated by this reference. All parties to this MOU signed the Wildlife Conservation Board (WCB grant WC-1947CS) long term work plan on or before February 12, 2020.

W. This 2024 MOU is intended to be consistent with conditions and mitigation measures from the MMRP, approved in June 2021, as well as all conditions and mitigation measures in the permits, easements, and grants identified in **Exhibit C** that contain long term management measures.

X. The Parties support a collaborative, institutional, and inter-governmental 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.

AGREEMENT

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

1.0 PURPOSE OF AGREEMENT

The purpose of this 2024 MOU is to coordinate long-term management and maintenance for the CRFREE Project and to describe the Parties' roles following the completion of construction. The actions described in this 2024 MOU are intended to begin from the completion of construction, understood to be from the completed construction of the Levee Removal/Enhancement Area component and Causeway component of the Project, as described in Section 1.2.1 of the EIR on pages 11 – 26. Long term management is generally considered to mean 25 years from the completion of construction. The Parties desire to protect, conserve, restore, and enhance the Project area long-term in a manner consistent with the goals of flood protection and habitat restoration.

This 2024 MOU addresses 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. Exhibit C includes a list of pending and existing grants, permits, and agreements as of 4/10/2024.

- 1.1 The long-term management of the CRFREE Project site will be adaptive in nature.
- 1.2 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 (as described in sections 2, 3, 4, and 5 below) as applicable to the respective Landowners' property.

- 1.3 CRFREE Project grant funding is available for the construction phase of the Project only. Funding for the long-term management and maintenance of the CRFREE Project will come from the landowners and Monterey County CSA 50, as further defined in this 2024 MOU and as set forth in *sections 2, 3, 4, 5, 6, and 7*.
- 1.4 CRFREE Project grant funding will cover the plant establishment, monitoring, and reporting period further defined in Section 5. Landowners shall not be responsible for funding plant replacement or maintenance during this period unless explicitly stated in this 2024 MOU.
- 1.5 The County shall be responsible for the long-term (25 years) maintenance of MFCAs (described in Exhibit F of the WCB grant, WC-1947CA signed February 12, 2020 which is on file with HCD and incorporated by this reference), and further outlined in the Final EIR under section 1.4.2 pages 29-30 for the benefit of CSA 50 flood risk reduction, to begin the first calendar year after the construction of the Maintained Flood Conveyance Areas ("MFCA's").(Exhibit D)
- 1.6 Big Sur Land Trust shall have primary responsibility for long-term management of and public access on the 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. BSLT will implement voluntary restoration (referred to as Tier II) on areas identified in BSLT's Habitat Management Plan consistent with permit conditions (see section 5.0 below). Big Sur Land Trust shall develop a cooperative approach with the County on the management of the MFCAs. Per the Memorandum of Agreement between the County and BSLT, entered into on or about June 27, 2022 on file with the Clerk of the Board of the County of Monterey and the County of Monterey - Department of Housing and Community Development (HCD) and incorporated by this reference, BSLT shall follow the provisions of mitigation measure CUL 10 to consider requests from Native American tribes for cultural activities on BSLT property that is part of the Project.
- 1.7 State Parks shall have primary responsibility for long-term management and public access to the State Parks property which consists of 23 acres and described in Exhibit B-2 for the purposes of the Project. Following the completion of CRFREE Project construction, State Parks will have sole responsibility for the maintenance of the well and the protective berm surrounding the historic buildings on State Parks property. State Parks, by way of a Right of Entry Agreement will allow County contractors access to maintain the MFCAs as needed throughout the life of the Project. State Parks shall continue to maintain the existing well.
- 1.8 MPRPD agrees to provide the County and BSLT access to the MFCAs located on MPRPD property. MPRPD agrees to provide BSLT access to Tier II restoration areas on MPRPD property to facilitate implementation and maintenance of the Tier II restoration plantings. MPRPD shall develop a cooperative approach with the County by way of funding from CSA 50 on management of the MFCAs identified in the Project plans and maintained by and on behalf of CSA 50.
- 1.10 MPWMD will collaborate with the County and BSLT on developing monitoring

strategies to evaluate the Project implementation over time. Except as provided in this paragraph, MPWMD shall have no responsibility for CRFREE Project maintenance and management. In the past, MPWMD has done channel maintenance of the lower Carmel River channel. This 2024 MOU does not replace or supplant MPWMD's channel maintenance responsibility for the lower Carmel River channel.

2.0 Managed Flood Conveyance Areas (MFCAs). The MFCAs described in the EIR under Section 1.4.2, pages 29-30 cover an area of 36 acres on the Project site and are to be managed with the purpose of conveying flood waters across the floodplain during a flood event on the Project Area (Exhibit D). The intention is for MFCAs to be colonized primarily with native grasses. The MFCAs are designed to be adaptive, and following a flood event the location of the MFCAs may change, but the footprint of 36 acres is intended to remain the same. Maintenance of flood conveyance, including the ongoing maintenance described below, is the responsibility of the County, with funds utilized from CSA 50. On April 18, 2023, the CSA 50 advisory committee voted to support this effort as further described and memorialized in Board of Supervisors Resolution No.34, adopted by the Board of Supervisors of the County of Monterey on September 26, 2023, which is attached and incorporated by this reference in **Exhibit E**.

- 2.1 Maintenance of the MFCAs may include mowing or clearing of vegetation and will be undertaken to keep the MFCAs from becoming ineffective as to their purpose of flood conveyance. Clearing of vegetation, including pruning or removal of trees of up to 6 inches in diameter, may be required to maintain conveyance. Removal of woody debris to keep flood conveyance open may become necessary. Levee notches will remain clear of encroaching vegetation to maintain flood conveyance. Remedial grading of the levee notches or MFCAs may be required.
- 2.2 Deposited sediment may occasionally be relocated to another part of the Project site to maintain access and flood conveyance.
- 2.3 The County of Monterey by way of CSA 50 annual flood conveyance maintenance funding is responsible for maintaining a contract and paying for the annual MFCA maintenance. MFCA maintenance will typically be conducted annually or as needed to prevent the establishment of woody vegetation, or the landowners (BSLT, State Parks, MPRPD) may notify the County through written notice of the need for MFCA maintenance, or by way of notice at the Management Committee meeting, described in section 12.

3.0 Trails and Public Access. Trails and public access to the CRFREE Project area will be the responsibility of the individual landowners. Per requirements of the Project's California Coastal Commission permit (See Exhibit C listing all permits), a Public Access Management Plan will be developed by BSLT and the County, in collaboration with the landowners including State Parks, BSLT, and MPRPD, by December 31, 2025. The individual landowners as listed above will maintain public access on their land per the Public Access Management Plan. **Exhibit F** further defines the preliminary planned location of trails post-construction.

- 3.1 State Parks is responsible for constructing and maintaining any future public access and trail connectivity provided between the BSLT trails to the east of SR 1

and the State Parks trails to the west of SR1. Planning and construction of these trails is described within the 2021 Carmel Area State Parks General Plan which is on file with State Parks and incorporated by this reference.

- 3.2 Flood damage to the CRFREE trail network will be repaired in coordination between the corresponding landowners, BSLT, MPRPD, State Parks, and in consultation with the County of Monterey.
- 3.3 MPRPD and BSLT are responsible for maintaining access to the MFCAs for maintenance by way of a trail system, as described in the future Public Access Management Plan, to be completed by December 31, 2025, per the California Coastal Commission and California Department of Fish and Wildlife Conditions of Approval for the CRFREE Project set forth in the *permits listed in Exhibit C*, on file with the HCD and incorporated by this reference.

4.0 Irrigation. Irrigation water from wells owned by BSLT and State Parks will be used to support the Tier 1 compensatory restoration areas (described in 5.1) and Tier II voluntary restoration (described in 5.2) planting during the 3-year plant establishment period.

- 4.1 Repairs for damage to the irrigation system due to natural causes within the plant establishment period, considered to be the first 3 years following the planting, will be paid for by the CRFREE Project construction grant funds. If the irrigation system is damaged by outside parties, reimbursement for repair will be sought from the responsible parties.
- 4.2 Repairs for damage to the irrigation system outside of the 3-year plant establishment system will be repaired at the discretion and cost of the landowner.
- 4.3 The “Riverfield well” on MPRPD property is not intended to be used for irrigation on the CRFREE Project.

5.0 Restoration. The long-term habitat management and restoration of the floodplain will be conducted according to two plans: a) the Restoration and Management Plan for the Carmel River Floodplain Restoration and Environmental Enhancement Project (H.T. Harvey & Associates, November 2016) (RMP), which addresses Tier 1 compensatory restoration, and b) the Habitat Management Plan (HMP) for the Carmel River Floodplain Restoration and Environmental Enhancement Project Tier II Odello East (prepared for Big Sur Land Trust by Denise Duffy and Associates, October 7, 2022, approved by the Wildlife Conservation Board and reviewed by MPRPD), which addresses Tier II voluntary restoration. Per a grant from the WCB which will fund the floodplain construction on the east side of SR 1, in case of any failure or significant deficiencies, a corrective management strategy will be developed by the County, working in coordination with the Landowners, and approved by WCB. The County is responsible to implement the approved corrective management strategy.

Tier 1 Restoration. Tier 1 compensatory restoration will be governed by the RMP, as published in the 2020 EIR. Vegetation planted during the construction phase of the Project will be replaced if it does not survive, during the 3-year monitoring period. Once the plant establishment success criteria are met as defined by the California Department of Fish and Wildlife (CDFW), Coastal Commission Permits, and in the RMP, vegetation will be replaced by the landowner as needed and desired.

Tier II Restoration. Tier II voluntary restoration will be governed by the HMP, which utilizes an adaptive management framework that allows flexibility and evaluates results in a trajectory-based way using both qualitative and quantitative observations. The Tier II restoration of approximately 72.6 acres is not held to the same rigid numerical metrics or timelines as Tier I, although the WCB grant agreement does require numerical success criteria for the first 40 acres of restoration. Implementation of the Tier II restoration is the responsibility of BSLT and will include initial seeding of the entire restoration area with a native seed mix (as part of the CRFREE construction grading), followed by strategic and sequential intensive revegetation of five smaller zones of approximately 7-12 acres each. Short term maintenance will generally cover a period of approximately 3 years, after which time planted and seeded areas will likely be well-established, and maintenance will shift to long term adaptive management activities. Per the WCB grant agreement requirements, if a substantial die off of trees and shrubs within the 3-year initial establishment period is found during monitoring, remedial planting will occur and the establishment period for those areas will be extended, to be paid for with CRFREE grant funds as available. The HMP spells out success criteria which apply to the initial 3-year establishment period as well as a following interim period of another 7 years. If annual monitoring finds that success criteria are not being met, remedial actions will be taken as set forth in the HMP. Costs for remedial actions will be paid for by CRFREE grant funds as available.

6.0 BSLT Agricultural Preserve. The Approved 2020 CRFREE Project EIR defines the “Agricultural Preserve” on page 17 as approximately 23 acres where agricultural uses would be consolidated in order to maintain the agricultural heritage of the area (Exhibit D). The BSLT owned property was encumbered with two separate conservation easements including the BSLT/County Easement (recorded as Document 9777099, in the Monterey County official records on December 31, 1997 and incorporated by this reference) , and the Ag Land Trust Easement (recorded as Document 9889984 in the Monterey County official records on December 23, 1998 and incorporated by this reference) (collectively “Conservation Easements”) to protect agricultural, natural, open space, aesthetic and ecological values. The land referenced in both Conservation Easements is not under a Williamson Act Agricultural Preserve and Land Conservation Contract at the time of signing of this MOU.

The “Agricultural Preserve” on BSLT land will be owned and operated by BSLT and BSLT will begin the process of seeking an agricultural operations tenant or contractor within one year of the completion of the CRFREE Project, generally considered to be the County’s acceptance of the punch list resolution from the construction contractor during Phase 2. Once established, the “Agricultural Preserve” will remain in agricultural operation for not less than 25 years from the completion of the construction of the CRFREE Project.

6.1 BSLT may restrict public access to the “Agricultural Preserve” if BSLT deems it is necessary for the health and safety of the public or for the protection of the agricultural preserve.

6.2 Funding to establish and maintain the “Agricultural Preserve” is the responsibility

of BSLT. BSLT will operate the preserve in accordance with the permits and agreements listed in Exhibit C, and per the aforementioned Conservation Easements.

7.0 Causeway on SR-1. Following construction, the SR-1 causeway shall be a Caltrans facility as described in Caltrans Cooperative Agreement No. 05-0401 effective on or about November 17, 2022. Certain project maintenance activities will be the responsibility of the Parties as noted below.

- 7.1 The access trail traversing underneath the causeway under SR 1 will be maintained by State Parks and Big Sur Land Trust. BSLT shall maintain public access to the east of the centerline of the causeway per the Public Access Plan. State Parks shall maintain public access to the west of the centerline of the causeway per the Public Access Plan.
- 7.2 County of Monterey shall maintain flood conveyance through the causeway including routine and emergency debris clearing, vegetation management and sediment removal, subject to Board of Supervisors approved funding for said maintenance from and on behalf of County Service Area 50 (CSA 50) which shall be funded through existing flood conveyance maintenance assessments.
- 7.3 County will maintain temporary irrigation until such time that the temporary irrigation system is no longer needed, at which time County will remove the temporary irrigation system.
- 7.4 State Parks and BSLT will provide as-needed litter removal from their properties.
- 7.5 Caltrans shall maintain SR 1, including the rock slope protection, and Right of Way cable exclusionary fencing, as will be described in the maintenance agreement between Caltrans and the County of Monterey which is still pending negotiations at this time, and which shall be on file with the County of Monterey PWWP and Caltrans pending approval by the County and Caltrans.
- 7.6 State Parks, BSLT and County will cooperate to remove or cover graffiti as may be necessary on the underside of the causeway structure.
- 7.7 State Parks, BSLT and County will cooperate on the removal of unsheltered persons and/or encampments, working with appropriate service providers as necessary.

8.0 MANAGEMENT COMMITTEE

The Management Committee shall meet annually, at a minimum, to discuss the long-term management and maintenance of the CRFREE Project. The meeting schedule is at the Committee's discretion and may sunset after 25 years. The Management Committee shall be composed of representatives from all of the parties to this 2024 MOU, which shall include the following, or their respective designees: County of Monterey –HCD Director; PWWP Director; State Parks Monterey District Superintendent; General Manager of MPRPD; General Manager of the MPWMD; and President/CEO of the BSLT.

In the event of any dispute regarding the Project long term management, or any other matter arising out of this 2024 MOU, the Management Committee may meet and confer to resolve said dispute. In the event said dispute or disputes cannot be resolved among the Management Committee representatives or their respective

designees, the parties understand and agree that any party to this MOU is free to seek enforcement of the terms and conditions set forth in this MOU.

9.0 REIMBURSEMENT OF COSTS AND EXPENSES

The Parties intend that the construction, plant establishment, and initial monitoring phases of the Project shall be funded by grants to the greatest extent feasible. Should grant funding be available for the long-term management of the CRFREE Project, each party to this 2024 MOU may be eligible to be reimbursed from available grant funding, or other funding, to the extent allowed under such grants or funding requirements for all Project costs, including, but not limited to, materials, overhead, labor, contracts, and incidentals for the Project. Funding for the respective Parties' staff time may be sought from grants where possible, but staff time is not specifically included in the Project cost. In the event grant or other identified funding proceeds are unavailable or exhausted during the term of this 2024 MOU, the parties may, at each of their sole discretion, elect to apply their own funds to proceed with funding their respective responsibilities as set forth in this 2024 MOU.

10.0 INDEMNITY

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, or in connection with the performance of this MOU, the Parties agree to cooperate in the defense of said claim or litigation.

11.0 INSURANCE

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 insurance and such other insurance as may be necessary to provide coverage for its performance under this 2024 MOU. Further, each Party shall require its agents, contractors, subcontractors and/or assignees in connection with this 2024 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, and (iii) add Parties as additional insured and insurance shall be primary and non-contributory.

12.0 TERM AND TERMINATION

This 2024 MOU shall continue in force from the Effective Date until terminated as set forth below.

If a Party wishes to withdraw from this 2024 MOU, said Party may withdraw if said Party provides 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.

The indemnification obligation shall survive termination of or withdrawal from this 2024 MOU. Additionally, termination of this 2024 MOU shall not nullify any of the Parties' obligations under funding sources, Project permits and entitlements, and separate agreements related to the Project.

13.0 MISCELLANEOUS

13.1 Any notice or communication required by this 2024 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:

County of Monterey
Housing and Community Development
1441 Schilling Place, South 2nd Floor
Salinas CA 93901
Tel: (831) 755-5025
Fax: (831) 755-4958

Monterey Peninsula Water Management District
13 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

13.2 This 2024 MOU may be modified only by written agreement of all the Parties.

13.3 This 2024 MOU shall be governed by the laws of the State of California.

13.4 Headings and captions in this 2024 MOU are to facilitate reference only and do not form a part of this MOU and shall not affect the interpretation hereof.

13.5 Each party represents to the other that each has the full authority to perform its obligations under this 2024 MOU and that the person executing this MOU has the authority to bind it. Any individual executing this 2024 MOU represents and warrants hereby that he or she has the requisite authority to enter into this MOU on behalf of such party and bind the party to the terms and conditions of this MOU.

13.6 This 2024 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.

13.7 Each Party shall bear its own attorneys' fees and expenses and staff costs in the preparation and review of this 2024 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.

13.8 This 2024 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.

13.9 The following Exhibits are attached and incorporated by reference:

- Exhibit A: Schematic Map of Area and Project
- Exhibit B-1: Project Location Map
- Exhibit B-2: State Parks Property
- Exhibit B-3: BSLT Property
- Exhibit B-4: MPRPD Property
- Exhibit B-5: Eastwood Property
- Exhibit C: Pending and existing permits and agreements
- Exhibit D: Overview Map of CRFREE Preferred Project as described in 2020 Final EIR
- Exhibit E: Board of Supervisors Resolution No. 34 to approve use of CSA 50 funds for MFCA maintenance
- Exhibit F: Preliminary Trails map

13.10 This 2024 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.

13.11 If any provision of this 2024 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.

13.12 Consent to Use of Electronic Signatures. The parties to this 2024 MOU consent to the use of electronic signatures via DocuSign to execute this Amendment. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Amendment hereby authenticate and execute this Amendment, and any and all Exhibits to this Amendment, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF) which may be delivered by mail, E-Mail, or Facsimile.

13.13. The recitals to this 2024 MOU are hereby incorporated into this MOU.

SIGNATURES APPEAR ON THE NEXT PAGE

IN WITNESS WHEREOF, this Carmel River Floodplain Restoration and Environmental Enhancement Project Long Term Management Memorandum of Understanding is executed on the dates set forth below by the duly authorized representatives identified below:

COUNTY OF MONTEREY

By: _____
Craig Spencer, HCD Director

Date: _____

Approved as to form:
Office of the County Counsel
Susan K. Blich, County Counsel

By: _____
Mary Grace Perry
Deputy County Counsel
Date: _____

Approved as to Indemnity and Insurance provisions:
Office of the County Counsel/Risk Management

By: _____
David Bolton, Risk Manager
Date: _____

CALIFORNIA DEPARTMENT OF
PARKS AND RECREATION

DocuSigned by:
By: Daniel Shaw
2A56718F711A4DF... Daniel Shaw
Brent Marshall
District Superintendent
Date: 11/15/2024

MONTEREY PENINSULA WATER
MANAGEMENT DISTRICT

Signed by:
By: David Stoldt
AAB8BF7743844E7...
David Stoldt, General Manager
Date: 11/15/2024

BIG SUR LAND TRUST

DocuSigned by:
By: Jeannette Tuitele-Lewis
E08559056F204FA...
Jeannette Tuitele-Lewis
President/CEO
Date: 11/18/2024

Approved as to form:
Robin Jepsen
BSLT Counsel

DocuSigned by:
By: Robin Jepsen
C0C3BFC7818D434...
Robin Jepsen
Counsel for BSLT
Date: 11/19/2024

MONTEREY PENINSULA REGIONAL
PARK DISTRICT

DocuSigned by:
By: Dr. Rafael Payan
FDB10B5659B1423...
Dr. Rafael Payan
General Manager
Date: 11/15/2024

Approved as to form:
MPRPD Counsel

DocuSigned by:
By: Tucker Wisdom-Stack
DF0C10D90681494...
Tucker Wisdom-Stack
Deputy County Counsel
Date: 11/15/2024

Exhibit A: Schematic Map of Area and Project

Exhibit A:

Schematic Map of the Carmel River Floodplain Restoration and Environmental Enhancement Project

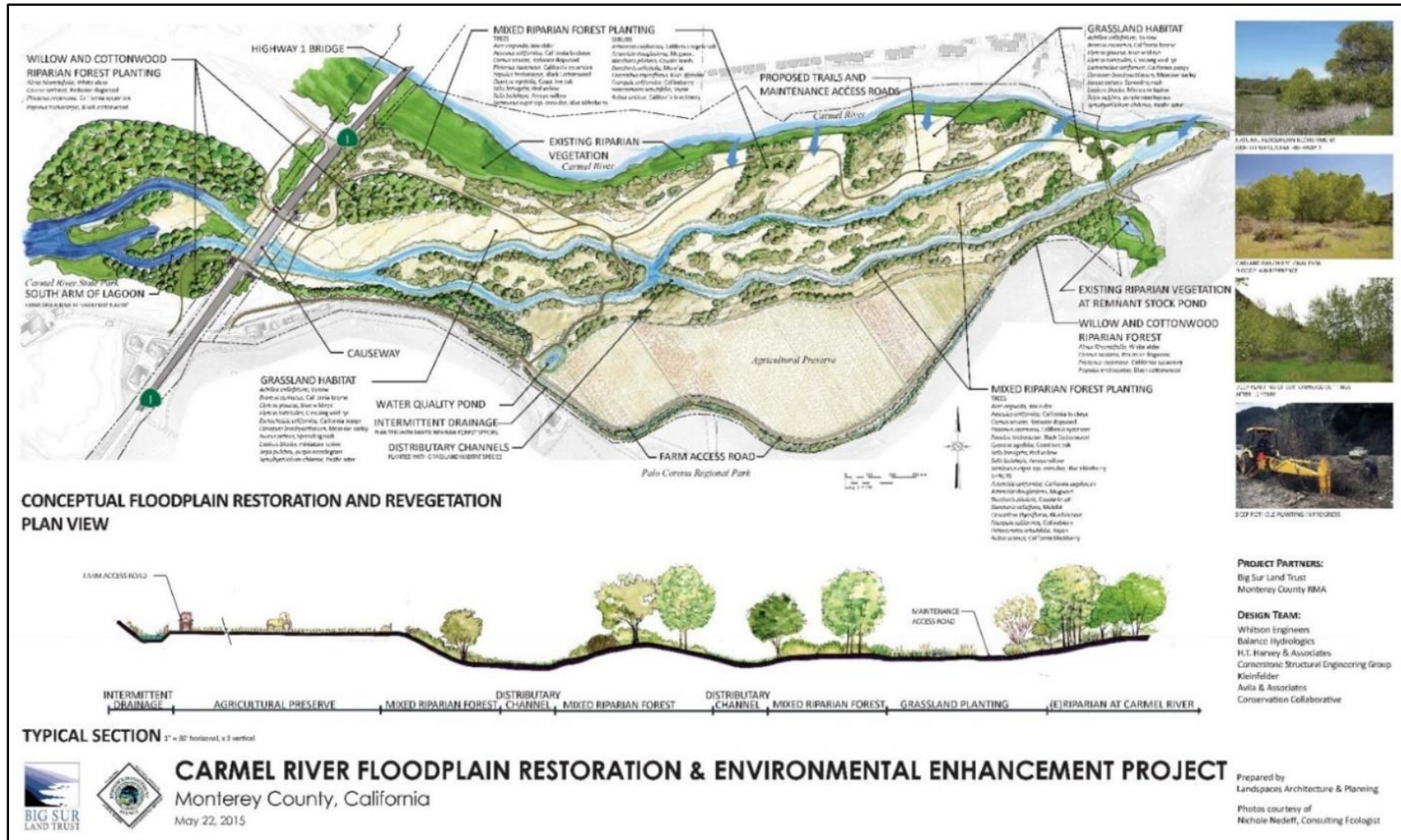
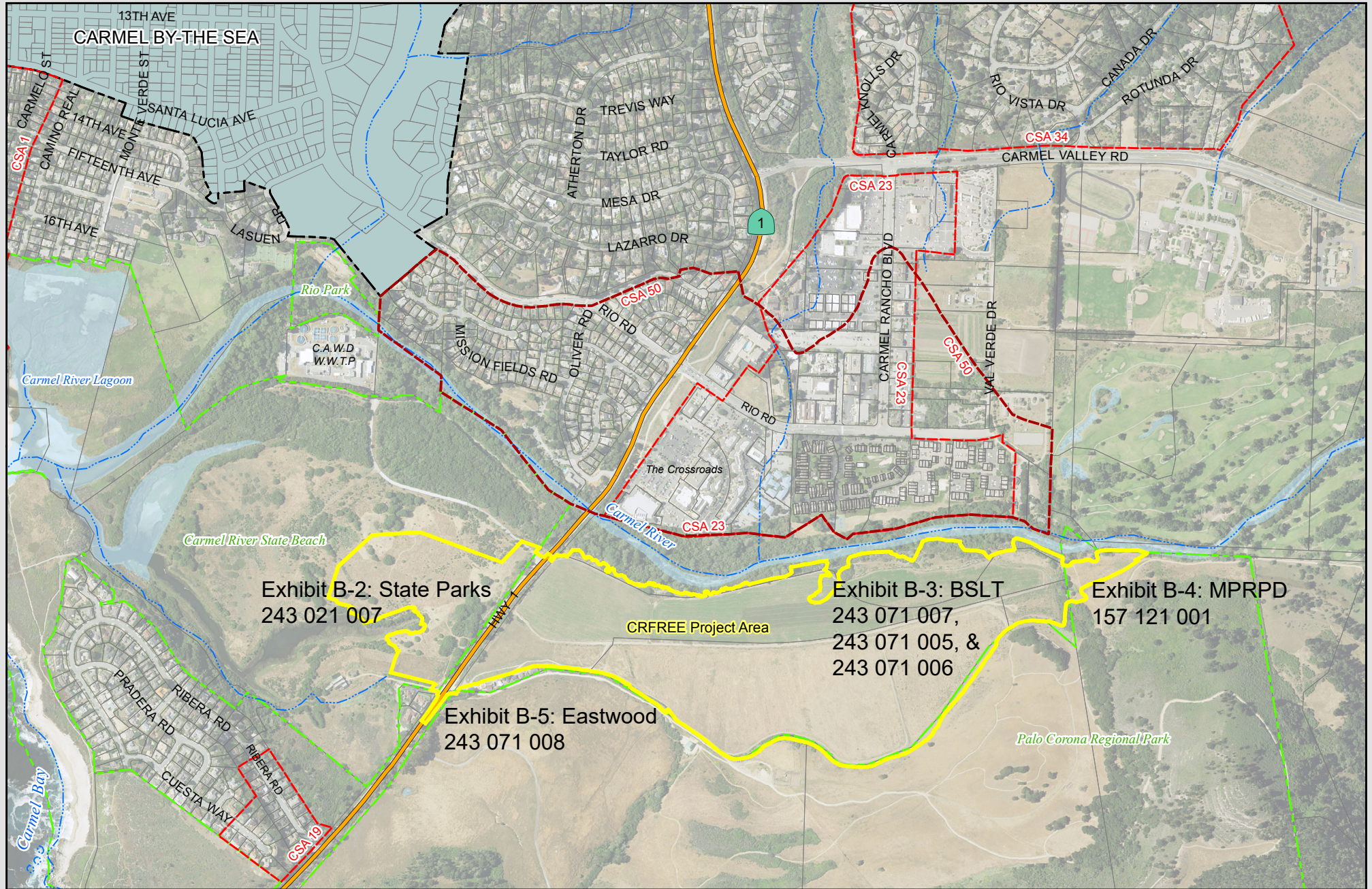
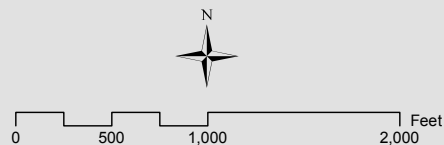


Exhibit B-1: CRFREE Location Map

Carmel River Floodplain Project Location Map



- | | |
|-------------------------|------------------|
| CRFREE Project Area | Parks & Reserves |
| County Service Area #50 | Parcel |
| County Service Area | Waterway |
| City Limits | State Highway 1 |



Monterey County Resource Management Agency

Map Date: April 4, 2016

Imagery Source: NAIP 2014 1m

Note: The data used in this map is representational only, and is not intended for survey or project planning work. The County accepts no liability for the misuse of this map. Waterway data source: USGS NHD; CSA data source: LAFCO of Monterey County. Parcel data source: Assessor's Office of Monterey County.

Exhibit B-2: State Parks Property

**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 described in the deed recorded August 22, 1974, in Reel 931, Page 524 of the Official Records of said County, more particularly described as follows:

Beginning at a point on the southeasterly boundary of said parcel and the westerly right-of-way line of State Route 1, said point being the southerly terminus of the course shown as "North 35°17'43" East, 799.97 feet" on that certain map filed in Volume 24 of Surveys at Page 77, in the Records of said County, thence along said southeasterly boundary and westerly right-of-way

- 1) North 35°17'43" East, 799.97 feet (described as "North 33°31'00" East, 800.00 feet", in course number 47 of said deed); thence
- 2) North 35°39'13" East, 12.88 feet; thence departing said southeasterly boundary and said westerly State right-of-way line
- 3) North 70°34'28" West, 166.12 feet; thence
- 4) South 40°14'05" West, 216.97 feet; thence
- 5) North 69°53'58" West, 665.07 feet; thence
- 6) South 86°46'51" West, 367.82 feet; thence
- 7) South 47°14'46" West, 352.91 feet; thence
- 8) South 17°52'00" West, 251.71 feet; thence
- 9) South 70°02'06" East, 67.18 feet; thence
- 10) South 15°53'22" East, 10.43 feet; thence
- 11) South 50°28'43" East, 12.80 feet; thence
- 12) South 69°37'23" East, 31.47 feet; thence
- 13) South 77°45'33" East, 69.51 feet; thence
- 14) South 24°14'30" West, 30.91 feet; thence
- 15) South 27°12'42" East, 20.56 feet; thence
- 16) South 67°55'05" East, 51.51 feet; thence
- 17) South 55°31'00" East, 30.38 feet; thence
- 18) South 44°09'09" East, 19.50 feet; thence

- 19) South 31°27'27" East, 27.98 feet; thence
- 20) South 85°36'37" East, 22.70 feet; thence
- 21) North 75°25'53" East, 79.85 feet; thence
- 22) North 61°12'16" East, 34.74 feet; thence
- 23) North 65°30'22" East, 37.92 feet; thence
- 24) North 72°15'08" East, 81.52 feet; thence
- 25) North 68°41'42" East, 76.09 feet; thence
- 26) North 75°13'04" East, 46.71 feet; thence
- 27) South 83°40'52" East, 27.12 feet; thence
- 28) South 26°58'33" East, 13.44 feet; thence
- 29) South 26°22'54" West, 16.13 feet; thence
- 30) South 65°06'04" East, 29.69 feet; thence
- 31) South 30°23'41" East, 17.05 feet; thence
- 32) South 50°30'13" East, 31.89 feet; thence
- 33) South 11°11'19" East, 22.23 feet; thence
- 34) South 16°30'42" West, 26.79 feet; thence
- 35) South 52°32'28" East, 9.59 feet; thence
- 36) South 81°32'03" East, 12.06 feet; thence
- 37) South 50°48'02" East, 7.22 feet; thence
- 38) South 09°50'17" East, 14.22 feet; thence
- 39) South 22°15'16" West, 17.18 feet; thence
- 40) South 55°55'42" West, 21.83 feet; thence
- 41) South 69°52'07" West, 27.26 feet; thence
- 42) South 76°01'19" West, 26.43 feet; thence
- 43) South 85°53'36" West, 39.60 feet; thence
- 44) North 56°26'30" West, 30.03 feet; thence

EXHIBIT A, SHEET 3 OF 6

- 45) South 80°02'38" West, 76.68 feet; thence
- 46) South 70°36'11" West, 75.58 feet; thence
- 47) South 17°32'01" West, 19.60 feet; thence
- 48) South 23°19'26" East, 37.23 feet; thence
- 49) South 63°57'46" East, 48.30 feet; thence
- 50) South 28°28'54" East, 52.15 feet; thence
- 51) South 17°37'48" West, 51.15 feet; thence
- 52) North 79°58'34" West, 278.62 feet; thence
- 53) South 76°38'52" West, 180.23 feet; thence
- 54) South 52°19'51" West, 158.08 feet; thence
- 55) South 26°29'37" West, 162.11 feet; thence
- 56) South 40°50'18" East, 181.71 feet; thence
- 57) South 75°43'03" East, 189.26 feet; thence
- 58) South 81°45'49" East, 274.39 feet; thence
- 59) South 03°50'18" West, 143.96 feet; thence
- 60) South 02°13'16" East, 172.27 feet to a point on said westerly State right-of-way line; thence along said State right-of-way line
- 61) North 39°12'24" East, 163.36 feet to the most southerly corner of Parcel Two as described in the deed recorded July 13, 2015, as Document No. 2015038005 of the Official Records of said County; thence along the westerly boundary of said Parcel Two
- 62) North 03°04'02" West, 174.64 feet; thence
- 63) North 07°31'43" East, 58.25 feet; thence departing said westerly boundary of Parcel Two
- 64) North 82°58'56" West, 320.70 feet; thence
- 65) North 00°57'09" East, 130.44 feet; thence
- 66) South 72°11'22" West, 209.16 feet; thence
- 67) North 31°31'01" West, 97.82 feet; thence
- 68) North 34°13'54" East, 99.10 feet; thence

EXHIBIT A, SHEET 4 OF 6

69) North 64°50'33" East, 230.15 feet; thence

70) South 77°19'24" East, 178.12 feet; thence

71) South 61°55'44" East, 73.77 feet; thence

72) South 77°21'29" East, 341.64 feet; thence

73) South 12°02'22" West, 51.23 feet to a point on the northerly boundary of that certain parcel of land designated "Battista Odello et al to Battista Odello et ux, Record Sept. 25, 1959, Vol. 1992 Pg. 474 O.R." on that certain map filed in Volume 6 of Surveys at Page 96 of the Official Records of said County; thence along said northerly boundary

74) South 77°52'47" East, 37.75 feet to a point on said westerly State right-of-way line; thence along said State right-of-way line

75) North 36°31'23" East, 537.08 feet (described as "North 34°44'40" East, 536.93 feet" in course number 46 of said deed recorded in Reel 931, Page 524 of the Official Records of said County) to the POINT OF BEGINNING.

Containing 26.52 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

11/15/2022
DATE

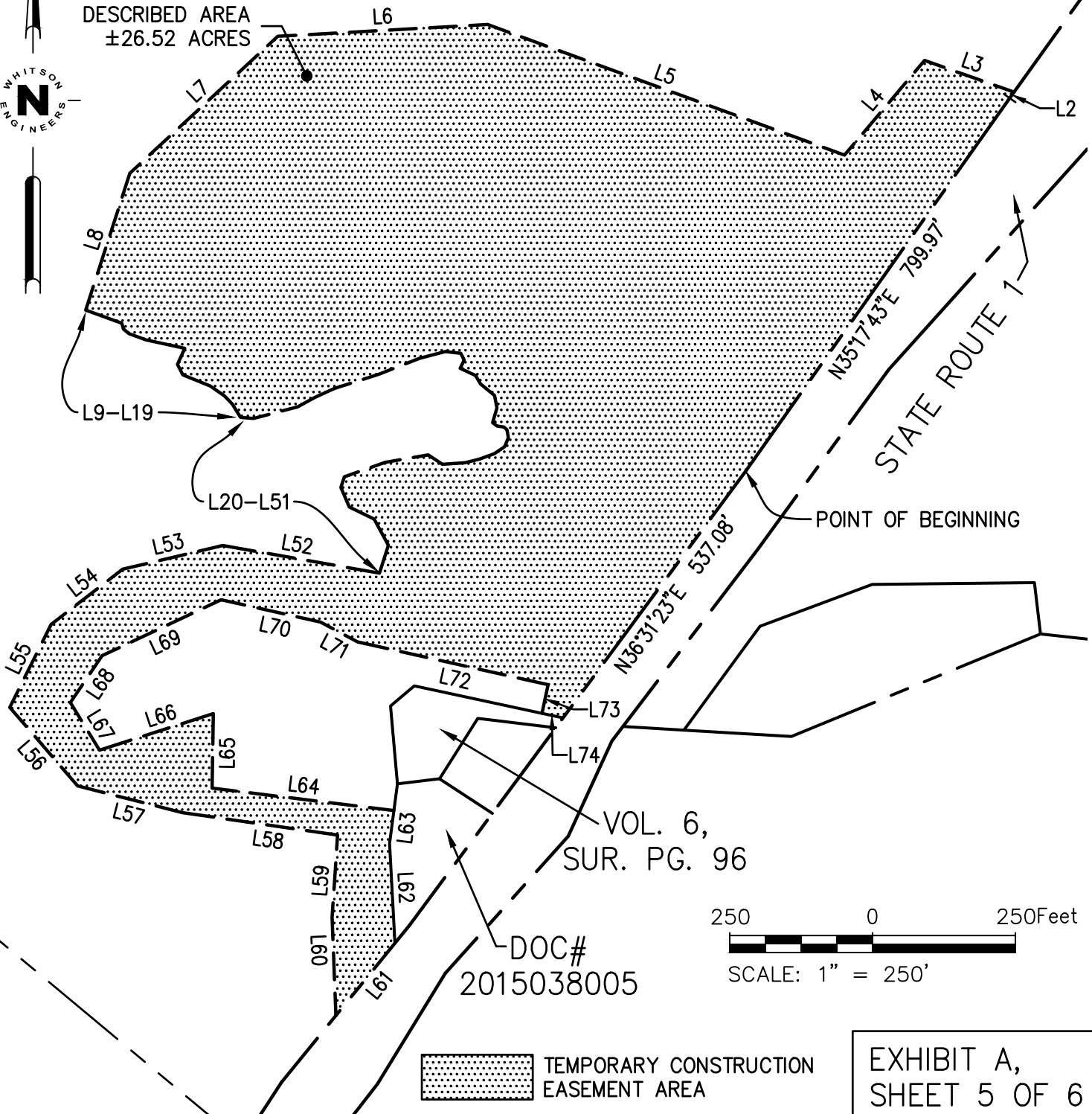


SEE COURSE TABLE
ON SHEET 6

CALIFORNIA STATE PARKS
REEL 931, PAGE 524
APN 243-021-007



DESCRIBED AREA
±26.52 ACRES



250 0 250Feet
SCALE: 1" = 250'

TEMPORARY CONSTRUCTION
EASEMENT AREA

EXHIBIT A,
SHEET 5 OF 6

**PLAT TO ACCOMPANY DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT
REEL 931, O.R., PAGE 524**

CARMEL, CALIFORNIA
NOVEMBER 8, 2022



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

T:\Monterey Projects\2172\Survey\Legal Desc\Phase 2 Easements\CAL STATE PARKS\TCE-LEGAL-PLAT.dwg

LINE	DIRECTION	LENGTH
L2	N35°39'13"E	12.88'
L3	N70°34'28"W	166.12'
L4	S40°14'05"W	216.97'
L5	N69°53'58"W	665.07'
L6	S86°46'51"W	367.82'
L7	S47°14'46"W	352.91'
L8	S17°52'00"W	251.71'
L9	S70°02'06"E	67.18'
L10	S15°53'22"E	10.43'
L11	S50°28'43"E	12.80'
L12	S69°37'23"E	31.47'
L13	S77°45'33"E	69.51'
L14	S24°14'30"W	30.91'
L15	S27°12'42"E	20.56'
L16	S67°55'05"E	51.51'
L17	S55°31'00"E	30.38'
L18	S44°09'09"E	19.50'
L19	S31°27'27"E	27.98'
L20	S85°36'37"E	22.70'
L21	N75°25'53"E	79.85'
L22	N61°12'16"E	34.74'
L23	N65°30'22"E	37.92'
L24	N72°15'08"E	81.52'
L25	N68°41'42"E	76.09'
L26	N75°13'04"E	46.71'

LINE	DIRECTION	LENGTH
L27	S83°40'52"E	27.12'
L28	S26°58'33"E	13.44'
L29	S26°22'54"W	16.13'
L30	S65°06'04"E	29.69'
L31	S30°23'41"E	17.05'
L32	S50°30'13"E	31.89'
L33	S11°11'19"E	22.23'
L34	S16°30'42"W	26.79'
L35	S52°32'28"E	9.59'
L36	S81°32'03"E	12.06'
L37	S50°48'02"E	7.22'
L38	S9°50'17"E	14.22'
L39	S22°15'16"W	17.18'
L40	S55°55'42"W	21.83'
L41	S69°52'07"W	27.26'
L42	S76°01'19"W	26.43'
L43	S85°53'36"W	39.60'
L44	N56°26'30"W	30.03'
L45	S80°02'38"W	76.68'
L46	S70°36'11"W	75.58'
L47	S17°32'01"W	19.60'
L48	S23°19'26"E	37.23'
L49	S63°57'46"E	48.30'
L50	S28°28'54"E	52.15'
L51	S17°37'48"W	51.15'

LINE	DIRECTION	LENGTH
L52	N79°58'34"W	278.62'
L53	S76°38'52"W	180.23'
L54	S52°19'51"W	158.08'
L55	S26°29'37"W	162.11'
L56	S40°50'18"E	181.71'
L57	S75°43'03"E	189.26'
L58	S81°45'49"E	274.39'
L59	S3°50'18"W	143.96'
L60	S2°13'16"E	172.27'
L61	N39°12'24"E	163.36'
L62	N3°04'02"W	174.64'
L63	N7°31'43"E	58.25'
L64	N82°58'56"W	320.70'
L65	N0°57'09"E	130.44'
L66	S72°11'22"W	209.16'
L67	N31°31'01"W	97.82'
L68	N34°13'54"E	99.10'
L69	N64°50'33"E	230.15'
L70	S77°19'24"E	178.12'
L71	S61°55'44"E	73.77'
L72	S77°21'29"E	341.64'
L73	S12°02'22"W	51.23'
L74	S77°52'47"E	37.75'

EXHIBIT A,
SHEET 6 OF 6

**PLAT TO ACCOMPANY DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT
COURSE TABLE**

CARMEL, CALIFORNIA
NOVEMBER 8, 2022



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

LEGAL DESCRIPTION
PARCEL 12558-1

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

Being a portion of that certain real property described in the deed recorded August 22, 1974, at Reel 931, Page 524 of the Official Records of said County, more particularly described as follows:

Beginning at a point on the northwesterly right-of-way line of State Highway 1 and the easterly terminus of the course numbered 45 and described as "South 79°39'30" East, 266.40 feet" in said deed, said point also being the most easterly corner of that certain parcel described in the deed recorded September 25, 1959, in Volume 1992 at Page 474 of the Official Records of said County, and also being shown on that certain map filed in Volume 6 of Surveys at Page 96 of the Records of said County; thence along the northeasterly boundary of said parcel,

- 1) North 77°52'47" West, 30.94 feet; thence departing said northeasterly boundary
- 2) North 36°28'02" East, 436.93 feet; thence
- 3) North 53°31'58" West, 30.00 feet; thence
- 4) North 36°28'02" East, 128.27 feet; thence
- 5) South 53°31'58" East, 35.00 feet; thence
- 6) North 36°28'02" East, 233.20 feet; thence
- 7) North 53°31'58" West, 35.00 feet; thence
- 8) North 36°28'02" East, 128.27 feet; thence
- 9) South 53°31'58" East, 25.00 feet; thence
- 10) North 36°28'02" East, 347.85 feet; thence
- 11) North 41°59'48" East, 166.15 feet, more or less, to a point on the northwesterly right-of-way line of State Highway 1; thence along said right-of-way line the following three courses
- 12) South 35°37'19" West, 90.45 feet; thence
- 13) South 35°17'43" West, 799.97 feet to a point identified as number 4084-1 at Station 478+00 on that certain map filed in Volume 24 of Surveys at Page 77 in the Records of said County; thence

14) South 36°31'23" West, 536.89 feet to the POINT OF BEGINNING.

Containing 0.934 acres, more or less.

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

The bearings and distances contained in this description are based on the California Coordinate System of 1983, Zone 4. To obtain ground level distances, multiply by 1.00006707.

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS



RICHARD P. WEBER P.L.S.
L.S. NO. 8002
Job No.: 2172

09/13/2022
DATE



150 0 75 150

SCALE: 1" = 150'

THE BEARINGS AND DISTANCES SHOWN
HEREON ARE BASED ON CCS 1983,
ZONE 4. TO OBTAIN GROUND LEVEL
DISTANCES, MULTIPLY BY 1.00006707



REEL 931, O.R., PAGE 524

NEW RIGHT
OF WAY LINE

S53°31'58"E 25.00'

N36°28'02"E
128.27'

N53°31'58"W 35.00'

S53°31'58"E 35.00'

DESCRIBED AREA:
PARCEL 12558-1
±0.934 ACRE

N53°31'58"W 30.00'

N36°28'02"E
128.27'

N36°28'02"E
233.20'

STATION 478+00,
#4084-1, VOL. 24,
SURVEYS, PG. 77

ADJUSTED PARCEL O
DOC. #2016002231, O.R.

EXISTING
RIGHT OF WAY
LINES

VOL. 1992
O.R.
PG. 474

N77°52'47"W 30.94'

VOL. 6, SURVEYS
PG. 96

N36°28'02"E
436.93'

S36°31'23"W
536.89'

ADJUSTED PARCEL P
DOC. #2016002232, O.R.

PARCEL 1
VOL. 20, PARCEL MAPS,
PG. 65

POINT OF BEGINNING
MOST EASTERLY CORNER
VOL. 1992, O.R., PG. 474

PLAT TO ACCOMPANY DESCRIPTION RIGHT-OF-WAY ACQUISITION

PARCEL 12558-1

MONTEREY COUNTY, CALIFORNIA
SEPTEMBER, 2022



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

Exhibit B-3: BSLT Project Area

**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



PROPOSED EASEMENT
PER SEPARATE
DESCRIPTION

POINT OF
BEGINNING

S43°54'47"W
313.76' (TIE)

500 0 500Feet

SCALE: 1" = 500'

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

EXHIBIT A,
SHEET 3 OF 4



TEMPORARY CONSTRUCTION
EASEMENT AREA

PROPOSED EASEMENT
PER SEPARATE
DESCRIPTION

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

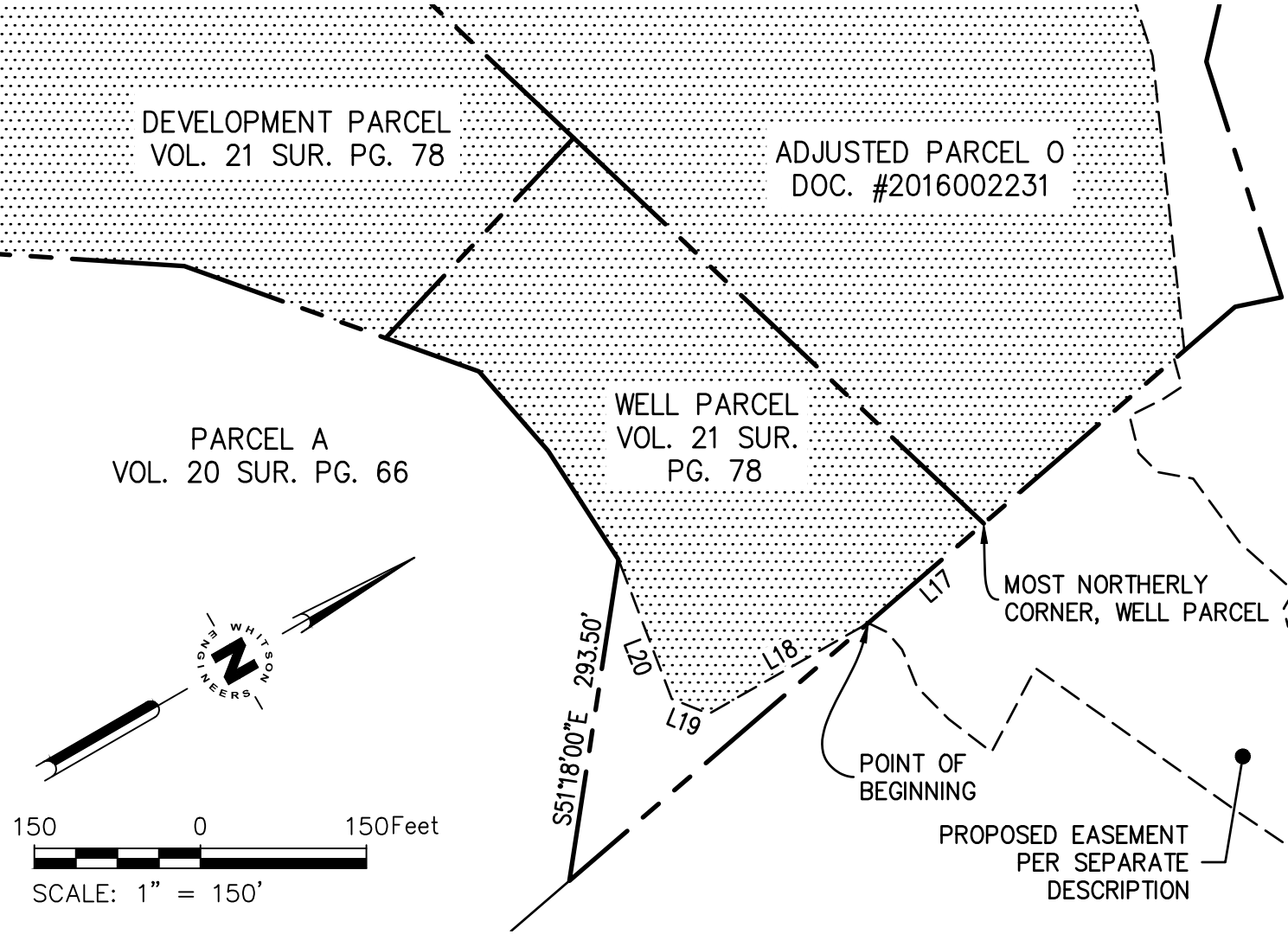
EXHIBIT A,
SHEET 4 OF 4

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'
L17	S10°46'50"E	137.74'
L18	S0°21'23"W	165.79'
L19	S52°04'34"W	35.97'
L20	N80°56'06"W	134.66'

(TIE)
(TIE)

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

Exhibit B-4: MPRPD Project area

**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



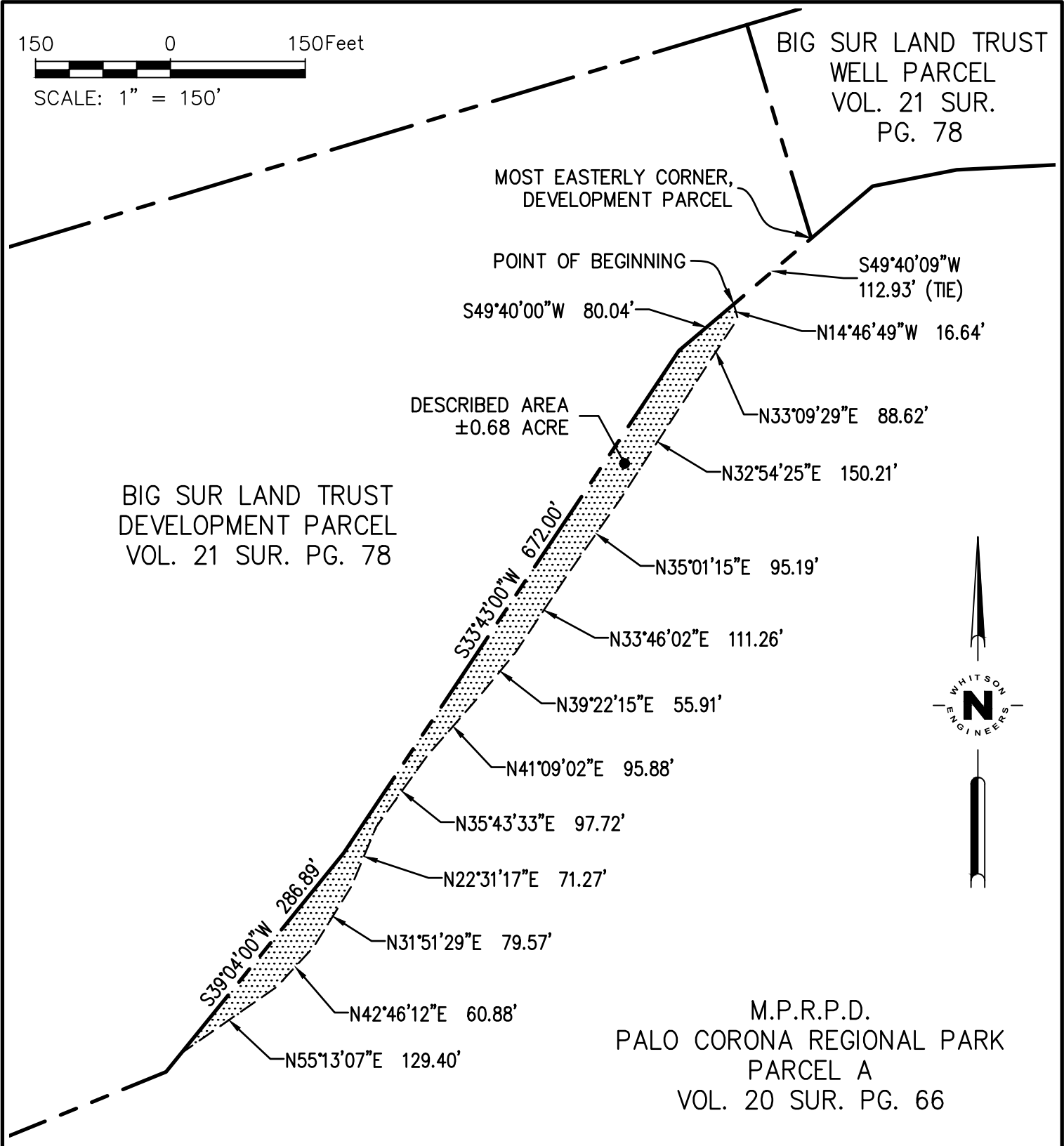
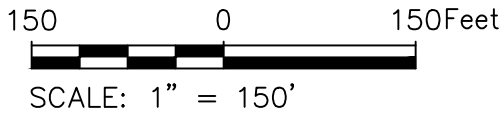


EXHIBIT A,
SHEET 2 OF 2



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

**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



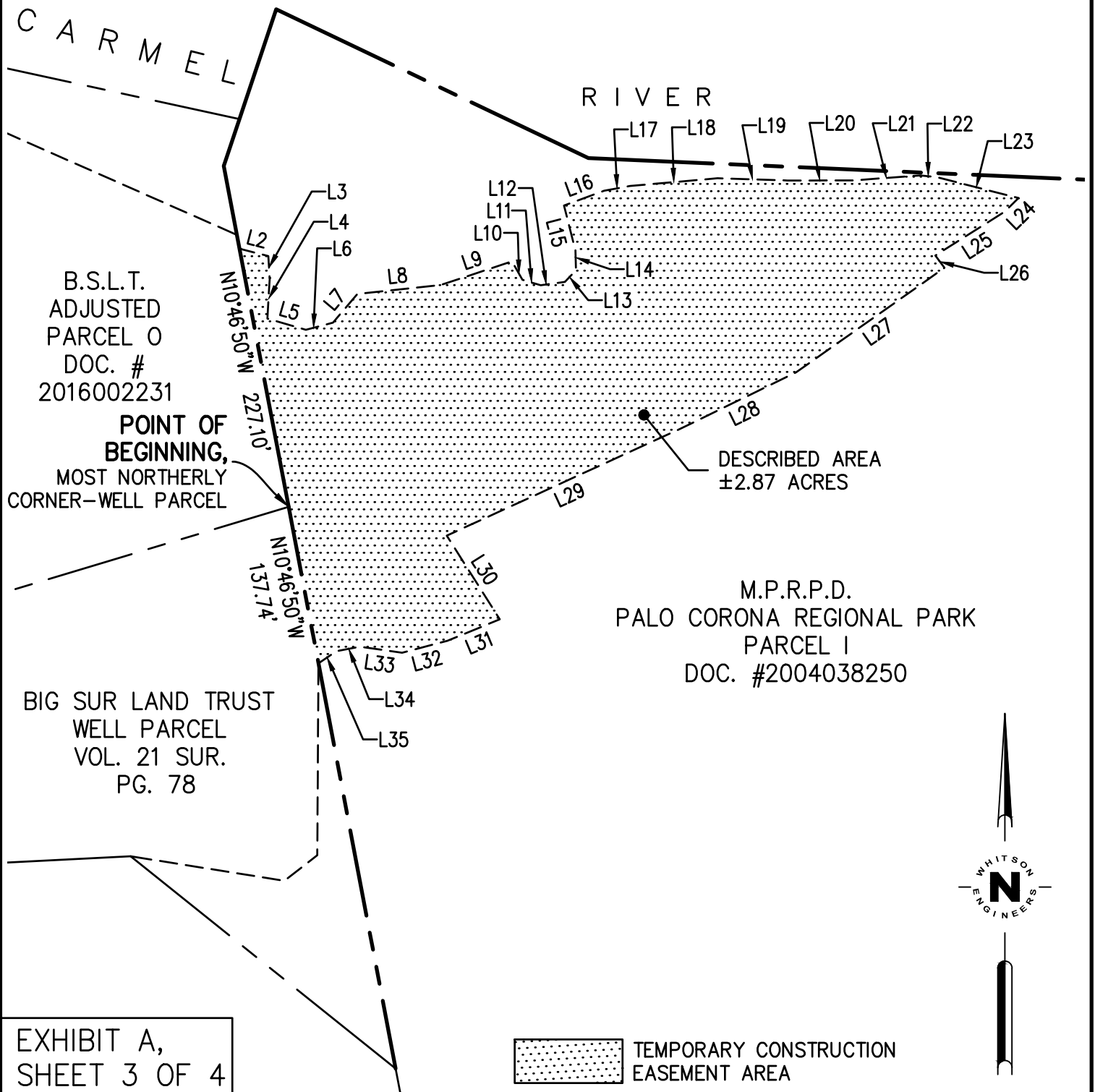
RICHARD P. WEBER P.L.S.
L.S. NO. 8002
Job No.: 2172.08

2/24/22
DATE



120 0 120Feet
SCALE: 1" = 120'

SEE LINE TABLE
ON SHEET 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

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: Eastwood Property

EXHIBIT 'A'
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, described as follows:

Area 1

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

Northeasterly 35.48 feet along the arc of a curve to the right, of which the radius point lies South 54°03'07" East, a radial distance of 19,870.00 feet, through a central angle of 00°06'08", to the **POINT OF BEGINNING**; thence continuing along said curve and boundary of said Parcel

- 1) Northeasterly 144.51 feet, through a central angle of 00°25'00"; thence tangentially
- 2) North 36°28'01" East, 45.40 feet; thence along the northerly boundary of said Parcel
- 3) North 69°33'39" East, 105.73 feet; thence departing the boundary of said Parcel
- 4) South 45°33'53" West, 269.38 feet; thence
- 5) South 85°55'39" West, 19.23 feet to the POINT OF BEGINNING.

Together with a portion of said Adjusted Parcel P:

Area 2

Beginning at the northeasterly corner of said Parcel; thence

- 6) South 06°45'10" East, 49.15 feet along the easterly boundary of said parcel; thence departing said boundary
- 7) Westerly 65.54 feet along the arc of a curve to the left, of which the radius point lies South 0°59'20" East, a radial distance of 850.00 feet, through a central angle of 04°25'04"; thence
- 8) South 84°35'37" West, 55.43 feet; thence
- 9) Westerly 222.78 feet along the arc of a tangent curve to the right having a radius of 426.00 feet, through a central angle of 29°57'48" to a point on the northwesterly boundary of said Parcel; thence along said boundary
- 10) North 69°33'39" East, 51.37 feet; thence
- 11) North 89°22'20" East, 283.89 feet to the POINT OF BEGINNING.

Containing a total of 0.53 acre, more or less.

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

The bearings contained in this description are based on the California Coordinate System of 1983, Zone 4.

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS



RICHARD P. WEBER P.L.S.
L.S. NO. 8002
Job No.: 2172

5/24/2024
DATE



THE BEARINGS SHOWN HEREON ARE
BASED ON CCS 1983, ZONE 4.

ADJUSTED PARCEL O
DOC. #2016002231, O.R.

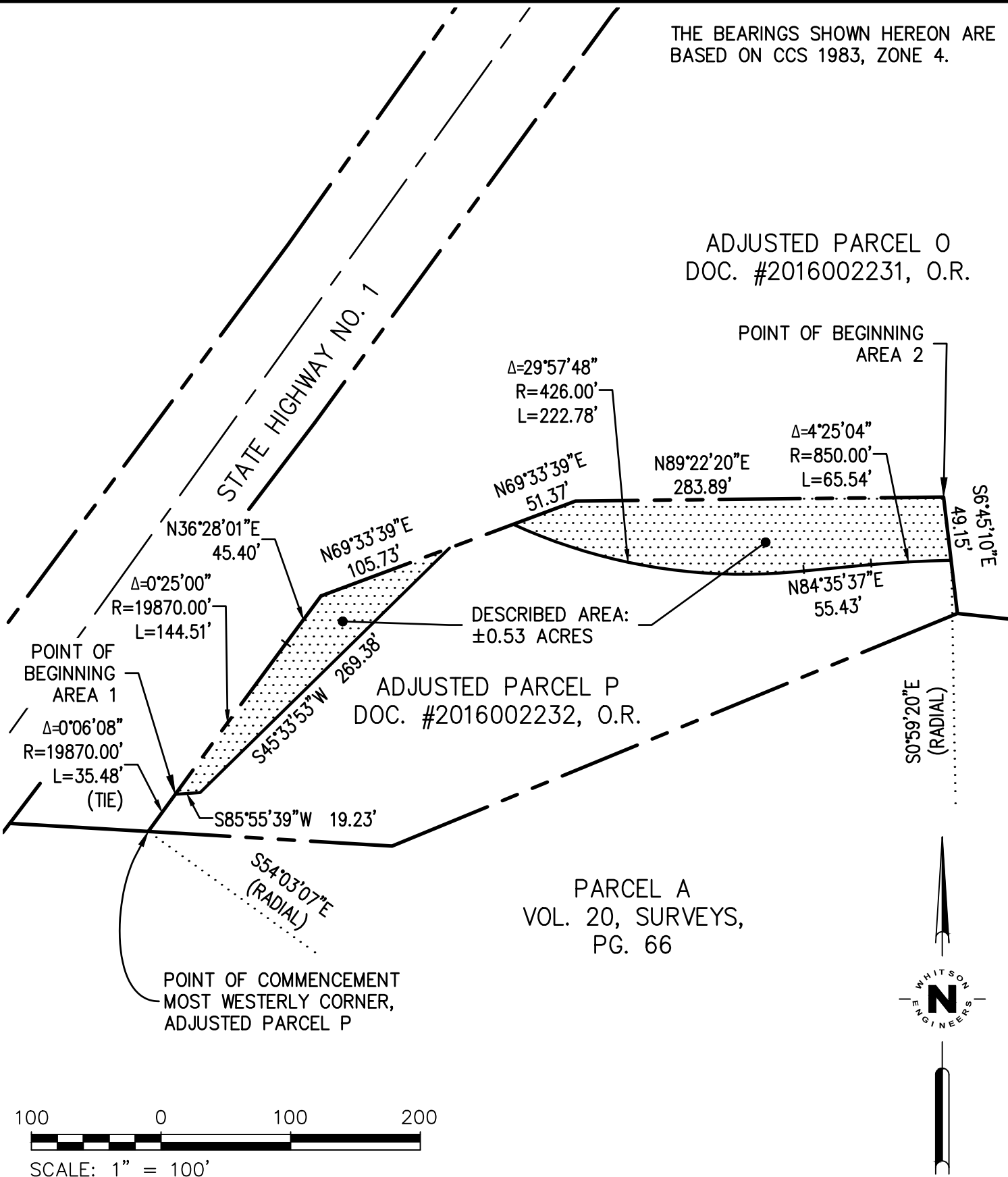


EXHIBIT 'B'
PLAT TO ACCOMPANY DESCRIPTION
OF A TEMPORARY CONSTRUCTION EASEMENT
MONTEREY COUNTY, CALIFORNIA
MAY 2024



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

T:\Monterey Projects\2172\Survey\Legal Desc\Phase 2 Easements\Eastwood Esmt Plats.dwg

EXHIBIT 'A'
LEGAL DESCRIPTION

Certain real property situate in the County of Monterey, State of California, and being a portion of Adjusted Parcel P as described in the deed recorded January 14, 2016, as Document No. 2016002232 in the Official Records of said County, described as follows:

Beginning at the northeasterly corner of said Parcel; thence

- 1) South 06°45'10" East, 39.10 feet along the easterly boundary of said parcel; thence departing said boundary
- 2) Westerly 65.30 feet along the arc of a curve to the left, of which the radius point lies South 01°03'22" East, a radial distance of 860.00 feet, through a central angle of 04°21'02"; thence
- 3) South 84°35'37" West, 55.43 feet; thence
- 4) Westerly 207.43 feet along the arc of a tangent curve to the right having a radius of 416.00 feet, through a central angle of 28°34'08" to a point on the northwesterly boundary of said Parcel; thence along said boundary
- 5) North 69°33'39" East, 37.05 feet; thence
- 6) North 89°22'20" East, 283.89 feet to the POINT OF BEGINNING.

Containing 12,484 square feet, or 0.29 acres, more or less.

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

The bearings contained in this description are based on the California Coordinate System of 1983, Zone 4.

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS



RICHARD P. WEBER P.L.S.
L.S. NO. 8002
Job No.: 2172

5/24/2024
DATE



THE BEARINGS SHOWN HEREON ARE
BASED ON CCS 1983, ZONE 4.

ADJUSTED PARCEL O
DOC. #2016002231, O.R.

STATE HIGHWAY NO. 1

N69°33'39"E 37.05'

N89°22'20"E 283.89'

Δ=4°21'02"
R=860.00'
L=65.30'

POINT OF
BEGINNING

S6°45'10"E
39.10'

S84°35'37"W
55.43'

Δ=28°34'08"
R=416.00'
L=207.43'

DESCRIBED AREA:
±0.29 ACRES

ADJUSTED PARCEL P
DOC. #2016002232, O.R.

S10°3'22"E (RADIAL)

PARCEL A
VOL. 20, SURVEYS,
PG. 66



SCALE: 1" = 100'

EXHIBIT 'B'
PLAT TO ACCOMPANY DESCRIPTION

MONTEREY COUNTY, CALIFORNIA
MAY 2024



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

Exhibit C: Current and Pending Agreements

1. Existing and Pending Permits

Agency	Permit/Approval	Applicant(s)	Status
<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
<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	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.
<i>California Department of Transportation District 5</i>	Public Resources Code 5024 Compliance	BSLT and County of Monterey	Consultation concluded August 2016.

Agency	Permit/Approval	Applicant(s)	Status
<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	Permit Approve 08/02/2022 EPIMS-MON-16016
<i>California Department of Fish and Wildlife</i>	Section 1602 Streambed Alteration Agreement	County of Monterey	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>Monterey County Housing and Community Development</i>	For work in floodplain & compliance with National Flood Insurance Program [NFIP]	BSLT and County of Monterey	Issuance Prior to Construction.
<i>Monterey Peninsula Water Management District</i>	River Work Permit	BSLT and County of Monterey	Permit approved: River Work Permit obtained July 2020.
<i>County of Monterey</i>	Grading Permit	BSLT and County of Monterey	Issuance Prior to Construction.
<i>County of Monterey</i>	Administrative Design Approval	BSLT and County of Monterey	Issuance Prior to Construction.

2. Easements and Entry Permits

Parties	Easement	Status
<i>BSLT as current owner and County of Monterey and BSLT as current easement holders</i>	Agricultural and Open Space Conservation Easement, Document 9777099	Recorded 12/31/1997 Perpetuity
<i>BSLT as current owner and Monterey County Agricultural and Historic Land Conservancy, Inc. (now Ag Land Trust) as current easement holder</i>	Agricultural and Open Space Conservation Easement, Document 9889984	Recorded 12/23/1998 Perpetuity
<i>State Parks and County of Monterey</i>	Right-of- Entry Permit	Term: 12/01/2024 – 12/01/2038
<i>MPRPD and County of Monterey</i>	Temporary Construction Easement Document 2022034118	Recorded 8/12/2022
<i>BSLT and County of Monterey</i>	Temporary Construction Easement Document 2022034112	Recorded 08/12/2022
<i>Eastwoods and County of Monterey</i>	Temporary Construction Easement	Four-year term. Pending grant funding
<i>Eastwoods and BSLT</i>	Permanent Access Easement	Perpetuity Pending signatures

3. Current Grants

Funding Source	Project Activity	Amount	Expiration
DWR Urban Streams (BSLT)	Project Administration (BSLT Staff time) Project Implementation: - Temp detour construction - Embankment removal & causeway construction	\$100,000 \$900,000	March, 2025
DWR Flood Corridor (County)	Admin, Planning, Design and Construction	\$5,000,000	June, 2028
Wildlife Conservation Board (County)	Floodplain Design Floodplain Construction Habitat Restoration – BSLT Activities: - Irrigation (Tier 2 and pilot plantings) - Tier 2 Habitat Management Plan - Tier 2 seed collection, propagation, planting - Pilot planting - Plant establishment 3 yrs (maintenance & monitoring)	\$7,236,000	December, 2026
DWR Coastal Flood (County)	Admin, final design, pre-construction, construction, mitigation	\$5,147,149	November 2024 (request for

			extension underway)
FEMA/CalOES Hazard Mitigation Grant (County)	Admin, final design, pre-construction, construction, mitigation	\$27,096,484	3 years from issuance
CA State Coastal Conservancy (County)	CRFREE Construction	\$6,250,000	Various
Caltrans Promissory letter	CRFREE Causeway construction	\$1,000,000	None
MPRPD Fairshare	Left hand turn lane	\$500,000	FY25
CA Budget surplus funds – DWR	To BSLT, for work on CRFREE implementation/construction	\$2,000,000	Pending
IRWMG Grant	CRFREE construction	\$898,451	Pending
Federal earmark funds	Congressman Panetta	\$3,000,000	Pending
	TOTAL:	\$59,428,328	

4. Existing agreements

Agreement	Signatories	Term
All Party Construction MOU	County, BSLT, MPRPD, State Parks, MPRWD, WRA	Construction phase (2022 until end of plant establishment period ~2027)
Caltrans Cooperative Agreements	County, Caltrans	Design, Environmental, Construction
BSLT Reimbursement Agreement	County, BSLT	Habitat Management Plan and planting
BSLT CUL -10 MOA	County, BSLT	Construction and long term
WCB Grant	County, BSLT, MPRPD, State Parks	Floodplain restoration and long-term management

5. Pending/Future agreements

Agreement	Existing Permit/Agreement or Mitigation Measure requiring Future Agreement	Signatories	Term
Caltrans	Maintenance Agreement	County, Caltrans	Prior to construction
Public Access Plan	California Coastal Commission Permit approved 6/10/2022 Application number: 3 -019-0894.	County, State Parks, BSLT, MPRPD	To be executed by December 31, 2025
MOA and Funding agreement for	Mitigation Measure HF-4, approved June 2021.	County, CAWD	Undergrounding CAWDs pipelines with timing

pipeline undergrounding			described in HF-3, 4, 5
State Parks historic structures Reimbursement Agreement	Section 1.3.3.3 of the 2022 All Party Construction MOU referenced in Recital T of this MOU.		Pending
MPRPD Left-hand turn lane reimbursement agreement	Section 1.4.4 of the 2022 All Party Construction MOU referenced in Recital T of this MOU. Funds of \$250,000 were approved by MPRPD Board June 7, 2023.	County, MPRPD	Prior to the beginning of causeway construction, likely 2025

Exhibit D: Overview Map of CRFREE Preferred Project as described in 2020 Final EIR

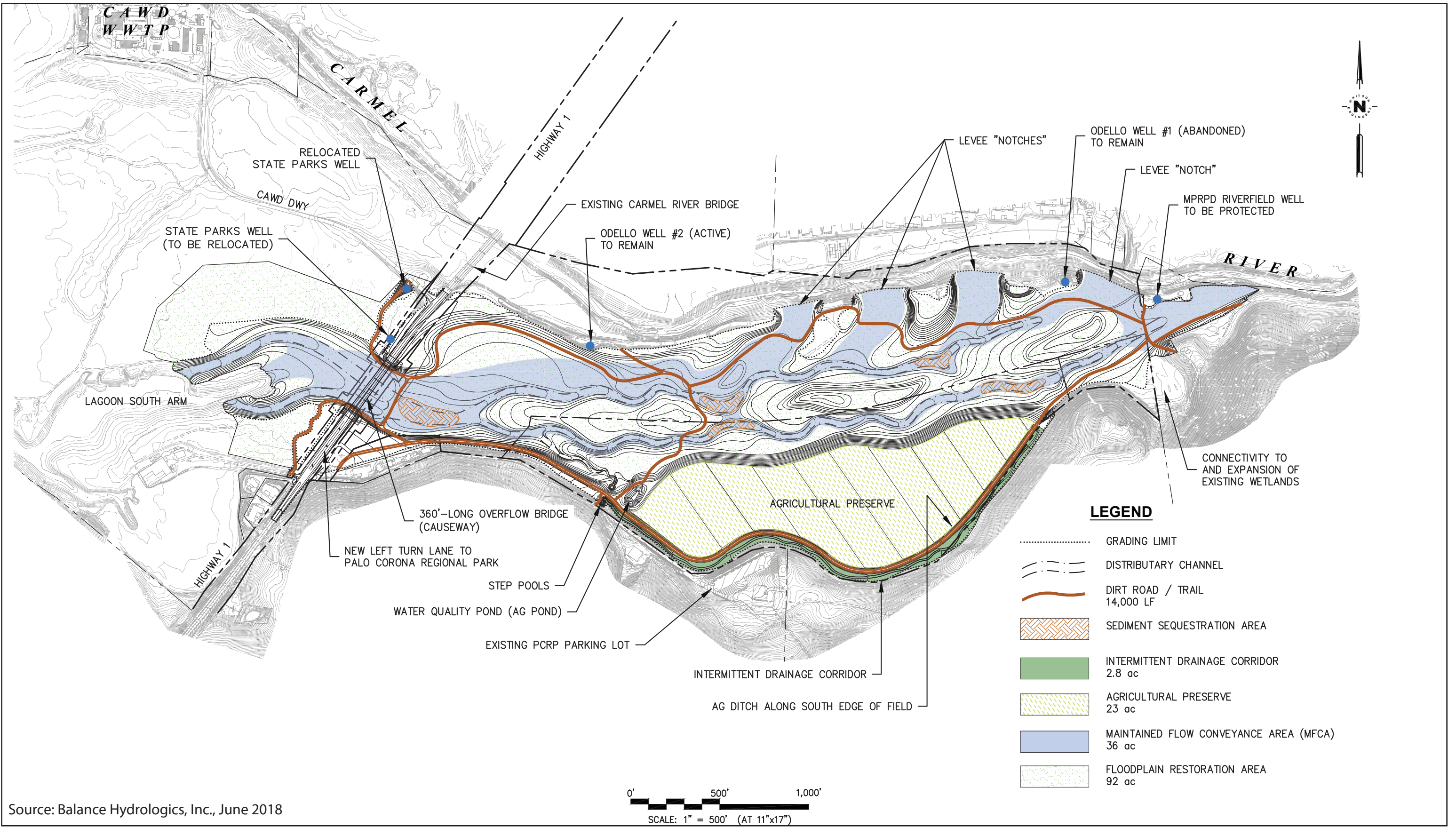


Exhibit E: Board of Supervisors Resolution No.
34 to approve use of CSA 50 funds for MFCA
maintenance



Monterey County Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

A motion was made by Supervisor Glenn Church, seconded by Supervisor Wendy Root Askew to:

Approve use of County Service Area (CSA) 50 funds for maintenance of the Maintained Flood Conveyance Areas (MFCAs) under the Carmel River Floodplain Restoration and Environmental Enhancement (CRFREE) project.

PASSED AND ADOPTED on this 26th day of September 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams

NOES: None

ABSENT: None

(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting September 26, 2023.

Dated: September 28, 2023

File ID: 23-743

Agenda Item No.: 34

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Vicente Ramirez, Deputy

Exhibit F: Preliminary Trails Map

