

**RECORDING REQUESTED BY:**

First American Title

**WHEN RECORDED RETURN TO:**

County of Monterey  
Parks Department Administration  
855 East Laurel Drive  
Salinas, California 93905

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EXEMPT FROM RECORDING FEES UNDER GOV T CODE SECS. 6103 AND 27383; RECORDING FOR BENEFIT OF POLITICAL SUBDIVISION OF THE STATE.

**ADMINISTRATIVE AND EMERGENCY PURPOSES ACCESS EASEMENT DEED  
AND AGREEMENT**

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, THE BIG SUR LAND TRUST, a California nonprofit public benefit corporation ("Grantor"), owner of the property described in **Exhibit A** ("Grantor's Property"), hereby GRANTS to THE COUNTY OF MONTEREY, a political subdivision of the State of California ("Grantee"), owner of the property described in **Exhibit B** ("Grantee's Property"), a nonexclusive easement for right of way ("Easement") over and upon the existing approximately 12 foot wide main roadway running from the Monterey-Salinas Highway to the Grantee's Property ("Roadway") as shown on the map and as approximately described by the GPS POINTS in **Exhibit C** across the Grantor's Property, which Easement shall be appurtenant to the Grantee's Property.

Permitted uses of the Easement shall be limited to administrative and emergency purposes only and shall not include public access, except that Grantee may use the Easement to provide limited vehicular access for persons with disability or mobility issues provided persons are accompanied by Grantee personnel.

Unless the parties have otherwise agreed in a separate Road Maintenance Agreement, the cost of maintaining the Roadway shall be shared by the parties in proportion to their respective use of the Roadway; provided, if any party is responsible

for causing damage to the Roadway, that party shall be solely responsible for the cost of its repair.

Upon Grantor's prior written approval, which approval shall not be unreasonably withheld, either party may cause improvements to be made to the Roadway; provided, unless all parties otherwise agree in writing, the party causing the improvements, including without limitation improvements which may be a condition of said party's development permit, shall be solely responsible for all costs of completing the improvements in compliance with applicable laws and regulations and shall be responsible for any increased costs of maintenance or repair resulting from the improvements or the manner in which they were constructed or installed.

In the event the Roadway is washed out or substantially damaged by erosion or other causes and to the extent it is not reasonably feasible to rebuild the Roadway in its prior location, or if relocation is reasonably required as a result of or in order to comply with governmental requirements relating to the use, maintenance or repair of the Roadway, Grantor and Grantee agree to share the cost of relocating the Roadway to an area within close proximity of the original location.

Grantor may relocate the Roadway provided that such relocation does not unreasonably interfere with Grantee's use or enjoyment of the easement (except on a temporary basis as reasonably necessary during relocation construction) or unreasonably reduce the functionality or utility of the Roadway and further provided, unless all parties otherwise agree in writing, Grantor shall be solely responsible for all costs of completing the relocation in compliance with applicable laws and regulations; in such case the parties agree to amend the Easement, as necessary.

Grantor may install mechanisms, such as cattle guards or gates, along the Easement to control access to the Grantor's Property; provided, if the gates are locked, Grantee shall be given the combination, key, access code or controllers to permit Grantee's entry. Grantee agrees to maintain all gates closed or locked if found by Grantee in a closed or locked condition.

Grantee shall be responsible for any damage to Grantor's property caused by Grantee's use of the Easement. Grantee shall indemnify and defend Grantor, Grantor's Personnel, and the directors, officers, employees, and agents of Grantor and Grantor's Personnel (in each case, an "Indemnified Party") against (with counsel reasonably acceptable to the Indemnified Party in each case), and shall hold such Indemnified

Parties harmless of and from, any and all claims, losses, expenses, liabilities, and other damages of any kind or nature whatsoever resulting from, or related in any way to: (a) any breach of this Agreement by Grantee, Grantee's Agents, officer's or employees; or (b) any injury to or death of persons, or any damage to or destruction of property, which arises to any extent out of, or is in any way connected with: (i) any use of the Easement (whether permitted or otherwise) by Grantee under this Agreement; or (ii) the exercise or failure to carry out of any of the rights or obligations of Grantee under this Agreement; in each case except to the extent caused by the sole gross negligence or willful misconduct of the Indemnified Party.

Said Easement shall inure to the benefit and burden of the parties, and their respective successors and assigns to the Grantor's Property and the Grantee's Property. In the event of a dispute regarding the proper interpretation or enforcement of this Easement Deed, the prevailing party shall be entitled to recover reasonable attorneys' fees, expenses and court costs. Grantor reserves for itself, and its tenants, guests, invitees, contractors, agents, employees, and its successors and assigns, the right to use the Easement in any manner provided such use does not unreasonably interfere with the rights granted herein.

This Easement Deed and Agreement shall be recorded in the Office of the Recorder for the County of Monterey, California, and may be amended only by a written agreement signed by the parties and recorded in the Office of the Recorder for the County of Monterey, California.

IN WITNESS WHEREOF, the parties have executed this Easement Deed and Agreement as of the respective dates set forth below.

**County: The County of Monterey, a Political subdivision of the State Of California**

**BSLT: THE BIG SUR LAND TRUST,** a California nonprofit public benefit corporation

By: \_\_\_\_\_  
(signature)

By: William H. Leady II  
(signature)

Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Print Name: William H. Leady II  
Title: Executive Director

May 10, 2012

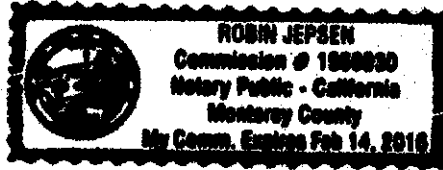
STATE OF CALIFORNIA }  
COUNTY OF MONTECEY }

On MAY 10, 2012 before me, ROBIN JEPSEN, Notary Public, personally appeared WILLIAM H. LEAHY II, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

[Signature] (Seal)  
Signature



STATE OF CALIFORNIA }  
COUNTY OF \_\_\_\_\_ }

On \_\_\_\_\_, 20\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature (Seal)

**EXHIBIT A**  
**TO ADMINISTRATIVE AND EMERGENCY PURPOSES ACCESS**  
**EASEMENT DEED AND AGREEMENT**

**Grantor's Real Property**

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

[ATTACH LEGAL DESCRIPTION OF ZONES THROUGH WHICH THE ROAD GOES]

## EXHIBIT A

### LEGAL DESCRIPTION

Certain real property described in the Grant Deed from St. John's College, a Maryland corporation and the State of California through its Trustees of the California State University to The Big Sur Land Trust, a California nonprofit benefit corporation, filed for record May 04, 2007 in the Office of the County Recorder of said County and State in Document No. 2007036227.

EXCEPTING THEREFROM certain real property described in the Grant Deed from The Big Sur Land Trust, a California nonprofit benefit corporation, to County of Monterey, a political subdivision of the State of California, filed for record November 23, 2010 in the Office of the County Recorder of said County and State in Document No. 2010069107.

ALSO EXCEPTING THEREFROM that portion of said real property, approximately 113.23 acres, more or less, situate in fractional Section 30, Township 15 South, Range 3 East, M.D.B.& M., County of Monterey, State of California, more particularly described as follows:

**BEGINNING AT** a 1" iron pipe with a 2" cap, "State of California, County of Monterey, Department of Parks", marking Corner "TP 129" as said corner is shown and so designated on that certain Record of Survey map entitled, "Record of Survey of Toro Regional Parks for the Parks Department, County of Monterey", filed October 14, 1970 in Volume 9 of Surveys at Page 115, records of Monterey County, State of California and also marking the terminus of course numbered (8) on that certain Grant Deed from the Big Sur Land Trust to the County of Monterey of an area designated as "Zone 4", filed November 23, 2010 as Document 2010069107, records of said County and State; thence from said Point of Beginning and along the westerly boundary of said Zone 4

- 1.) North 36°48'38" East, 1625.82 feet to a ½" rebar; thence westerly and leaving the boundary of said Zone 4
- 2.) North 60°00'00" West, 178.36 feet to a ½" rebar; thence
- 3.) North 37°12'46" West, 168.65 feet to a ½" rebar; thence
- 4.) North 23°36'36" West, 136.93 feet to a ½" rebar; thence
- 5.) North 25°48'01" West, 140.63 feet to a ½" rebar; thence
- 6.) North 37°44'49" West, 160.64 feet to a ½" rebar ; thence
- 7.) North 73°01'28" West, 111.29 feet to a ½" rebar; thence
- 8.) North 61°59'22" West, 77.85 feet to a ½" rebar; thence
- 9.) North 64°41'56" West, 92.42 feet to a ½" rebar; thence
- 10.) North 57°45'20" West, 67.70 feet to a ½" rebar; thence

- 11.) North 89°09'20" West, 47.26 feet to a ½" rebar; thence
- 12.) North 26°01'29" West, 89.61 feet to a ½" rebar; thence westerly, along and 12.5 feet, more or less, southerly from the centerline of an existing dirt road
- 13.) North 86°42'58" West, 34.84 feet ; thence
- 14.) North 71°33'48" West, 210.94 feet ; thence
- 15.) North 66°27'53" West, 119.70 feet ; thence
- 16.) North 73°36'53" West, 85.88 feet ; thence
- 17.) North 63°11'35" West, 143.50 feet ; thence
- 18.) North 50°19'00" West, 68.26 feet to a ½" rebar; thence
- 19.) North 42°50'02" West, 94.49 feet ; thence
- 20.) North 59°19'20" West, 56.00 feet ; thence
- 21.) North 69°32'27" West, 106.77 feet ; thence
- 22.) North 68°39'22" West, 112.62 feet ; thence
- 23.) South 86°08'44" West, 67.78 feet ; thence
- 24.) North 86°40'47" West, 80.32 feet ; thence
- 25.) South 86°35'51" West, 114.17 feet ; thence
- 26.) North 83°14'02" West, 343.53 feet ; thence
- 27.) South 84°13'04" West, 38.35 feet ; thence
- 28.) South 67°36'37" West, 54.38 feet ; thence
- 29.) South 82°03'33" West, 37.67 feet ; thence
- 30.) North 81°13'35" West, 37.23 feet to a ½" rebar; thence
- 31.) North 71°29'09" West, 272.45 feet ; thence
- 32.) North 76°47'45" West, 303.55 feet ; thence
- 33.) North 75°02'20" West, 196.47 feet ; thence
- 34.) North 81°41'10" West, 138.49 feet ; thence

- 35.) North 71°18'50" West, 503.76 feet ; thence
- 36.) North 77°36'43" West, 94.87 feet ; thence
- 37.) North 57°28'11" West, 19.61 feet to a ½" rebar; thence
- 38.) North 46°55'15" West, 52.66 feet ; thence
- 39.) North 14°54'14" West, 144.22 feet ; thence
- 40.) North 36°58'25" West, 261.80 feet ; thence
- 41.) North 51°11'25" West, 168.82 feet to a ½" rebar; thence
- 42.) North 37°13'34" West, 81.07 feet to a ½" rebar; thence leaving the line adjacent to the existing dirt road
- 43.) North 68°12'10" West, 366.78 feet to a ½" rebar; thence
- 44.) North 68°24'20" West, 194.07 feet to a ½" rebar; thence
- 45.) South 33°48'03" West, 32.47 feet more or less (at 32.47 feet, a ½" rebar at an existing fence line, distant North 47°08'57" West, 15 feet, more or less, from the center of an existing metal gate) to the northeasterly boundary of said Toro Regional Park; thence southeasterly along said boundary
- 46.) South 47°08'57" East, 5468.98 feet, more or less, to the Point of Beginning.

END OF DESCRIPTION



**EXHIBIT B**

**TO ADMINISTRATIVE AND EMERGENCY PURPOSES ACCESS  
EASEMENT DEED AND AGREEMENT  
Grantee's Real Property**

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

[ATTACH LEGAL DESCRIPTION OF ZONE 1]

## EXHIBIT B

### LEGAL DESCRIPTION

Certain real property situate in fractional Section 30, Township 15 South, Range 3 East, M.D.B.&M., County of Monterey, State of California, being a portion of Parcel I and Parcel III, as said parcels are so designated and described in the Grant Deed from St. John's College, a Maryland corporation and the State of California through its Trustees of the California State University to The Big Sur Land Trust, a California nonprofit benefit corporation, filed for record May 04, 2007 in the Office of the County Recorder of said County and State in Document No. 2007036227, said real property being more fully described as follows:

**BEGINNING AT** a 1" iron pipe with a 2" cap, "State of California, County of Monterey, Department of Parks", marking Corner "TP 129" as said corner is shown and so designated on that certain Record of Survey map entitled, "Record of Survey of Toro Regional Parks for the Parks Department, County of Monterey", filed October 14, 1970 in Volume 9 of Surveys at Page 115, records of Monterey County, State of California and also marking the terminus of course numbered (8) on that certain Grant Deed from the Big Sur Land Trust to the County of Monterey of an area designated as "Zone 4", filed November 23, 2010 as Document 2010069107, records of said County and State; thence from said Point of Beginning and along the westerly boundary of said Zone 4

- 1.) North 36°48'38" East, 1625.82 feet to a ½" rebar; thence westerly and leaving the boundary of said Zone 4
- 2.) North 60°00'00" West, 178.36 feet to a ½" rebar; thence
- 3.) North 37°12'46" West, 168.65 feet to a ½" rebar; thence
- 4.) North 23°36'36" West, 136.93 feet to a ½" rebar; thence
- 5.) North 25°48'01" West, 140.63 feet to a ½" rebar; thence
- 6.) North 37°44'49" West, 160.64 feet to a ½" rebar ; thence
- 7.) North 73°01'28" West, 111.29 feet to a ½" rebar; thence
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- 9.) North 64°41'56" West, 92.42 feet to a ½" rebar; thence
- 10.) North 57°45'20" West, 67.70 feet to a ½" rebar; thence
- 11.) North 89°09'20" West, 47.26 feet to a ½" rebar; thence
- 12.) North 26°01'29" West, 89.61 feet to a ½" rebar; thence westerly, along and 12.5 feet, more or less, southerly from the centerline of an existing dirt road
- 13.) North 86°42'58" West, 34.84 feet ; thence

- 14.) North 71°33'48" West, 210.94 feet ; thence
- 15.) North 66°27'53" West, 119.70 feet ; thence
- 16.) North 73°36'53" West, 85.88 feet ; thence
- 17.) North 63°11'35" West, 143.50 feet ; thence
- 18.) North 50°19'00" West, 68.26 feet to a ½" rebar; thence
- 19.) North 42°50'02" West, 94.49 feet ; thence
- 20.) North 59°19'20" West, 56.00 feet ; thence
- 21.) North 69°32'27" West, 106.77 feet ; thence
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- 23.) South 86°08'44" West, 67.78 feet ; thence
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- 25.) South 86°35'51" West, 114.17 feet ; thence
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- 28.) South 67°36'37" West, 54.38 feet ; thence
- 29.) South 82°03'33" West, 37.67 feet ; thence
- 30.) North 81°13'35" West, 37.23 feet to a ½" rebar; thence
- 31.) North 71°29'09" West, 272.45 feet ; thence
- 32.) North 76°47'45" West, 303.55 feet ; thence
- 33.) North 75°02'20" West, 196.47 feet ; thence
- 34.) North 81°41'10" West, 138.49 feet ; thence
- 35.) North 71°18'50" West, 503.76 feet ; thence
- 36.) North 77°36'43" West, 94.87 feet ; thence
- 37.) North 57°28'11" West, 19.61 feet to a ½" rebar; thence

- 38.) North 46°55'15" West, 52.66 feet ; thence
- 39.) North 14°54'14" West, 144.22 feet ; thence
- 40.) North 36°58'25" West, 261.80 feet ; thence
- 41.) North 51°11'25" West, 168.82 feet to a ½" rebar; thence
- 42.) North 37°13'34" West, 81.07 feet to a ½" rebar; thence leaving the line adjacent to the existing dirt road
- 43.) North 68°12'10" West, 366.78 feet to a ½" rebar; thence
- 44.) North 68°24'20" West, 194.07 feet to a ½" rebar; thence
- 45.) South 33°48'03" West, 32.47 feet more or less (at 32.47 feet, a ½" rebar at an existing fence line, distant North 47°08'57" West, 15 feet, more or less, from the center of an existing metal gate) to the northeasterly boundary of said Toro Regional Park; thence southeasterly along said boundary
- 46.) South 47°08'57" East, 5468.98 feet, more or less, to the Point of Beginning.

END OF DESCRIPTION

**EXHIBIT C**

**TO ADMINISTRATIVE AND EMERGENCY PURPOSES ACCESS**

**EASEMENT DEED AND AGREEMENT**

**Easement Map & GPS Points**

**[ATTACH EASEMENT MAP & GPS POINTS]**

**ADMINISTRATIVE AND EMERGENCY PURPOSES ACCESS EASEMENT DEED  
AND AGREEMENT**

**Exhibit C. Administrative and Emergency Purpose Access Easement**

BSLT Water System Road Easement

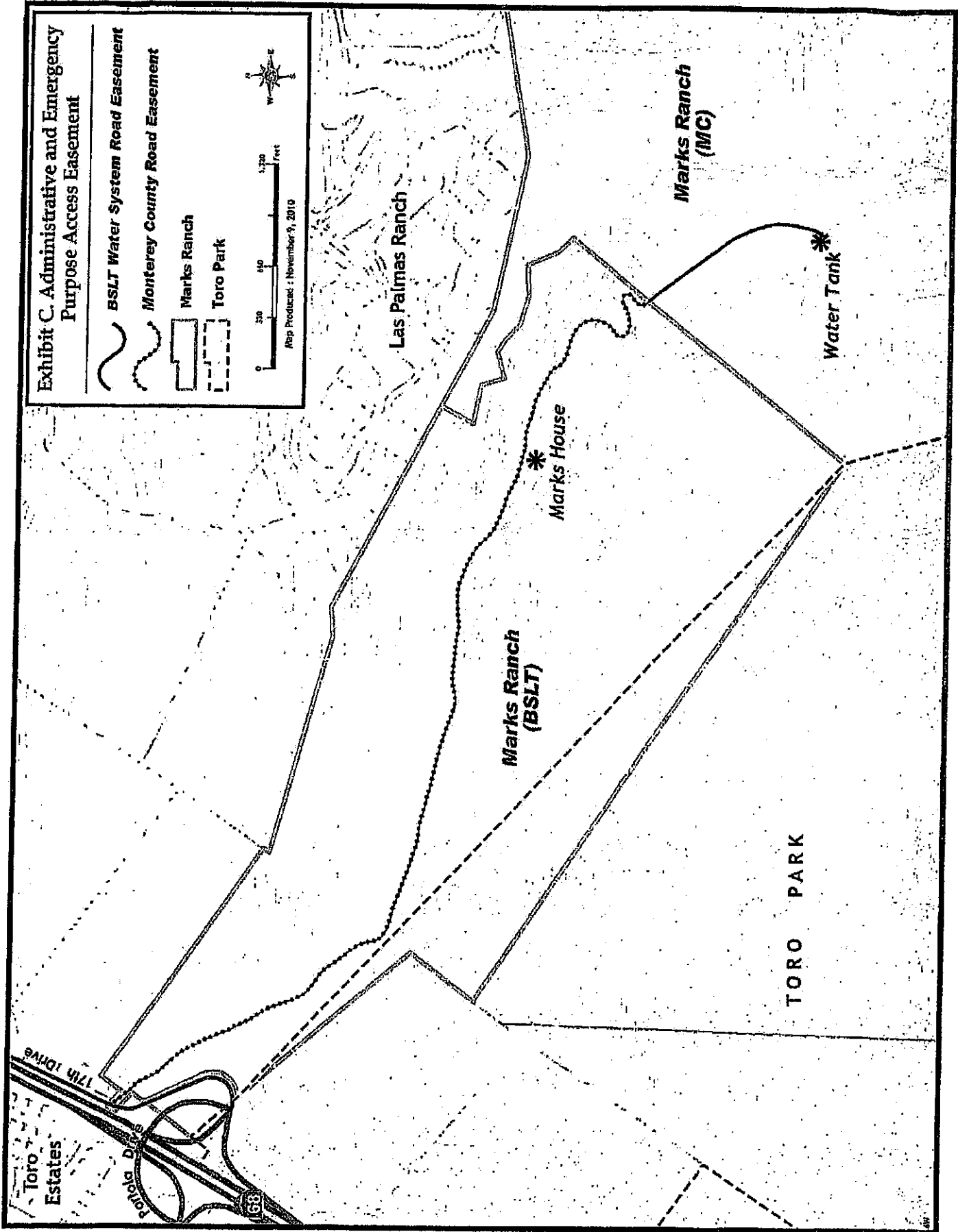
Monterey County Road Easement

Marks Ranch

Toro Park



Map Produced : November 9, 2010



Toro Estates  
Toro Drive  
17th Drive

168

Las Palmas Ranch

Marks Ranch (BSLT)

Marks House

Marks Ranch (MC)

TORO PARK

Water Tank

EXHIBIT C. ADMINISTRATIVE AND EMERGENCY PURPOSES ACCESS  
EASEMENT

GPS Points – description of access easement location

An access easement strip of land of the uniform width of 16 feet wide extending from the northwesterly boundary of said lands at 17<sup>th</sup> Drive (see attached map) beginning at

36.607981, -121.692123, more or less,

and travelling southeasterly to the terminus located at the property line of the County of Monterey and the Big Sur Land Trust (Junction of Zones 1 & 4) located at

36.599103, -121.674173, more or less,

and lying 8 feet to either side of line which follows the unimproved dirt path and begins starting at the property line located at

36.607981, -121.692123,

for a width of eight (8) feet to either side of a line traveling in a southerly and easterly and eventually uphill direction along and through the following points:

36.607424, -121.691555  
36.606903, -121.691018  
36.606003, -121.690396  
36.605210, -121.689854  
36.604672, -121.689559  
36.604323, -121.689001  
36.603669, -121.688422  
36.603376, -121.688315  
36.603294, -121.688197  
36.602829, -121.686239  
36.602786, -121.685842  
36.602592, -121.684769  
36.602247, -121.683176  
36.602235, -121.682977  
36.602310, -121.682631  
36.602228, -121.681392  
36.602260, -121.680437  
36.601929, -121.679592  
36.601823, -121.679466  
36.601673, -121.679187  
36.601530, -121.678771  
36.601418, -121.678353  
36.601272, -121.677876

along the north side of the structures and continuing

36.601190, -121.677323  
36.601177, -121.676982  
36.600996, -121.676258  
36.600803, -121.675754

through the gate and around the southern edge of the fountain and continuing

36.600762, -121.675671  
36.600628, -121.675580  
36.600559, -121.675483

following around to the north and then around the south of the structure along the existing serpentine path and continuing generally

36.600434, -121.674995  
36.600327, -121.674719  
36.600167, -121.674576  
36.600049, -121.674544  
36.599844, -121.674625  
36.599722, -121.674716  
36.599642, -121.674855  
36.599556, -121.674936  
36.599493, -121.674909  
36.599424, -121.674794  
36.599405, -121.674619  
36.599427, -121.674399  
36.599536, -121.674096  
36.599541, -121.674043  
36.599506, -121.673978

through and to the end of the serpentine section and continuing

36.599420, -121.673954  
36.599319, -121.674083  
36.599261, -121.674155  
36.599218, -121.674174  
36.599166, -121.674179  
36.599117, -121.674153  
36.599011, -121.674040  
36.599103, -121.674173

To the terminus point of the easement at the property line.