

Recording requested by, when
recorded mail to:

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

Pedestrian Easement Agreement

EXEMPT FROM RECORDING FEES UNDER GOV'T CODE SECS. 6103 AND 27383; RECORDING FOR
BENEFIT OF POLITICAL SUBDIVISION OF THE STATE.

THIS PEDESTRIAN EASEMENT AGREEMENT ("Easement Agreement") dated as of _____ (the "Easement Date") is by and between THE BIG SUR LAND TRUST, a California nonprofit public benefit corporation ("BSLT") and the County of Monterey, a political subdivision of the State of California ("County").

Article I. Background

1.01 Property

BSLT is the sole owner in fee simple of the property described in Exhibit A (Servient Tenement). The County owns adjacent property described in Exhibit B (Dominant Tenement).

1.02 Easement Objectives

Due to the lay of the land the County desires an easement to allow members of the public using Dominant Tenement to traverse an approximately one-half mile section of an existing unpaved road located on the Servient Tenement for ingress and egress between Point A and Point B located on the Dominant Tenement (the "Easement Objectives") as said Point A and Point B are shown on the Easement Map as defined below.

1.03 Easement; Easement Map

The Easement is located over and upon the existing unpaved road on the Servient Tenement as shown on the map attached as Exhibit C ("Easement Map").

Article II. Grant of Easement

2.01 Grant of Nonexclusive Easement

BSLT hereby grants and conveys to County its successors and assigns a nonexclusive easement over and across the identified section of the existing dirt road located on the Dominant Tenement for pedestrian use as described in the Easement Objectives, subject to the limitations and reserved rights of BSLT set forth in this Agreement ("Easement"). Said grant does not include any right to pave the surface of the road.

2.02 Limitation on Activities and Uses

(a) Use

The Easement shall be used for the Easement Objectives and for no other purpose. The Easement, and use thereof by County and the public under this Easement, is subject and subordinate to all preexisting rights over and upon the road. County shall ensure that County and public use under this Easement is restricted to only that portion of the road described in this Easement.

(b) Improvements

All designs and plans for improvements and all improvements, including without limitation signs, safety, drainage or surface improvements, must be approved in advance by BSLT. Any improvements constructed along the existing unpaved road, whether on County land or BSLT land shall not undermine the integrity of said road.

(c) Maintenance

All costs of ordinary repair and maintenance of the road within the Easement shall be shared equally between the parties, unless otherwise agreed by the parties in a separate Road Maintenance Agreement.

(d) Signs; Safety

The County may, at its sole cost and expense, install safety improvements, including without limitation drainage outlets and turn-outs, and signs to mark the Easement route, to provide information regarding applicable time, place, and manner restrictions, to provide for public safety and for interpretive purposes. All such improvements and signage must be approved by BSLT in advance, which approval shall not be unreasonably withheld. BSLT reserves the right to require additional signage or other improvements (such as a signal) beyond that which may be installed by County and to require the County to pay for same.

(e) Construction

County shall have temporary vehicular access to, over and upon the Easement for purposes of installing signs and other improvements permitted herein. All such access must be coordinated with and approved by BSLT in advance which approval shall not be unreasonably withheld, it being understood that such temporary construction access must not unreasonably conflict with BSLT's use of the road in connection with BSLT's scheduled programs or activities on its adjacent property. County hereby agrees to indemnify, defend and hold harmless BSLT from and against any and all loss, cost, liability, damage, claim, lien, action, cause of action, demand or expense whatsoever arising out of or in any way connected with the acts or omissions of County or its agents, contractors, consultants, engineers, or representatives in connection with such access. Upon

the request of either party, the parties will execute and record a temporary construction easement in accordance with this paragraph

(f) Damage

Any damage arising from County's construction activities or County's use, or the public's use of the Easement must be restored as soon as reasonably feasible at County's costs and expense.

2.03 Reserved Rights of BSLT

The easement granted to County under this Agreement is nonexclusive. BSLT reserves all rights not expressly granted herein. BSLT shall continue to have the right to enter and use the Easement for any purpose including, without limitation, the following rights:

(a) BSLT Access

BSLT, and its trustees, employees, agents, contractor's, guests, and invitees may enter the Easement by vehicle or by any other means.

(b) BSLT's Enforcement Rights

BSLT reserves the right to take any action permitted under law to remove from the Easement persons entering the Easement for purposes other than those set forth in the Easement Objectives.

Article III. Other Legal Matters

3.01 Costs and Responsibilities

County and BSLT shall share the costs and responsibility associated with maintaining the Easement in proportion with their respective use of the Easement.

3.02 Immunity or Limited Liability under Applicable Law

Nothing in this Agreement limits the ability of BSLT or County to avail itself of the protections offered by any applicable law affording immunity or limited liability to BSLT or County.

3.03 Indemnity

County will defend, indemnify and hold harmless BSLT from and against any loss, damage, cost, liability or expense of any kind arising out of, resulting from, or in any way connected with County's or the public's use (including use by an employees, contractors, tenants, guests, invitees or licensees associated with the County) of the Easement.

Article IV. Miscellaneous

4.01 Governing Law

The interpretation and performance of this Easement shall be governed by the laws of the State of California.

4.02 Assignment

This Easement may not be assigned without the written approval of BSLT.

4.03 Binding Agreement on Successors

This Agreement is a servitude running with the land binding upon the parties and their respective successors and assigns.

4.04 Incorporation by Reference

Each exhibit referred to in this Agreement is incorporated into this Agreement by this reference.

4.05 Amendments

Any amendment must be in writing and signed by the parties.

4.06 Severability

If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain valid, binding, and enforceable. To the extent permitted by applicable law, the parties waive any provision of applicable law that renders any provision of this Agreement invalid, illegal, or unenforceable in any respect.

4.07 Captions

The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

4.08 Counterparts

This Agreement may be signed in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement.

4.09 Entire Agreement

This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, underwritings, or agreements relating to the Easement, all of which are merged herein.

IN WITNESS WHEREOF AND INTENDING TO BE LEGALLY BOUND, the undersigned BSLT and County, by their respective duly authorized representatives, have signed and delivered this Pedestrian Easement Agreement as of the Agreement Date.

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

By: _____
(signature)

Print Name: _____
Title: _____

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

By: William H. Leachy II
(signature)

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

May 10, 2012

CERTIFICATE OF ACKNOWLEDGMENT

State of California)
County of MONTEREY) ss.

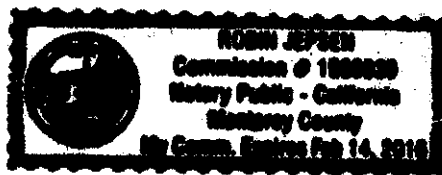
On MAY 10, 2012, before me, ROBIN JESEN,
Notary Public, personally appeared WILLIAM H. LEAHY II

_____, 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 [Handwritten Signature]



State of California)
County of _____) ss.

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 _____

EXHIBIT A

[Attach Copy of Legal description of Servient Tenement]

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

[Attach Copy of Legal Description of Dominant Tenement]

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
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- 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
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- 28.) South 67°36'37" West, 54.38 feet ; thence
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- 31.) North 71°29'09" West, 272.45 feet ; thence
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- 46.) South 47°08'57" East, 5468.98 feet, more or less, to the Point of Beginning.

END OF DESCRIPTION

EXHIBIT C

[Attach Easement Map]

Exhibit C. Pedestrian Easement

