

Attachment B

This page intentionally left blank.

[Review Draft June 1, 2021]

**CARMEL RIVER FLOOD PLAIN RESTORATION AND
ENVIRONMENTAL ENHANCEMENT PROJECT**

**AMENDMENT AND COMPLETE RESTATEMENT
OF MEMORANDUM OF UNDERSTANDING
Draft June 1, 2021**

This Memorandum of Understanding (hereinafter "**MOU**" or "**2021 MOU**") is entered by and among the COUNTY OF MONTEREY, a political subdivision of the State of California, the MONTEREY COUNTY WATER RESOURCES AGENCY, a political subdivision of the State of California, the MONTEREY PENINSULA WATER MANAGEMENT DISTRICT, a political subdivision of the State of California, the CALIFORNIA STATE DEPARTMENT OF PARKS AND RECREATION, the MONTEREY PENINSULA REGIONAL PARK DISTRICT, a political subdivision of the State of California, and BIG SUR LAND TRUST, a California non-profit public benefit corporation (each a "**Party**" and collectively the "**Parties**"), effective as of the last date of signature by all Parties (the "**Effective Date**"), for the purpose of coordinating planning and construction activity for the proposed Carmel River Floodplain Restoration and Environmental Enhancement Project ("**Project**") as hereinafter described.

RECITALS

- A. On November 24, 2010, the County of Monterey ("**County**"), the Monterey County Water Resources Agency, the Monterey Peninsula Water Management District, the California State Department of Parks and Recreation and Big Sur Land Trust entered into a Memorandum of Understanding for the purpose of coordinating planning activity for the Project (the "**2010 MOU**"). This amendment and complete restatement of the 2010 MOU adds one party to the agreement, Monterey Peninsula Regional Park District, and updates the information and understandings set forth in the 2010 MOU. This 2021 MOU is intended to amend, completely restate, update and entirely supersede the 2010 MOU.
- B. 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 the flood control and environmental impact issues in the area.
- C. In 2004, the California Department of Parks and Recreation 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 (hereinafter “SR 1”).

D. Beginning in 2007, Big Sur Land Trust obtained several sources of federal and state grant funds to assess the feasibility 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 for reference.

E. Since 2007, Big Sur Land Trust has entered into grant agreements for funding for the Project with the State Coastal Conservancy (including funds through SCC 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, 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 at **Exhibit B-1**) The Project site is located on real property owned by California State Department of Parks and Recreation, Big Sur Land Trust, and Monterey Peninsula Regional Park District, which real property is more fully referenced in Recital S below and is legally described in **Exhibits B-2 through B-4**, attached hereto and incorporated herein by reference. A temporary construction easement will be required on property owned by Clinton Eastwood and Margaret Eastwood legally described in **Exhibit B-5**.

G. The Project consists of two proposed 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 Big Sur Land Trust; (2) grading of approximately 103 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, the California Department of Transportation (Caltrans) approved a Project Study Report for the Causeway.

I. On April 25, 2011, the Monterey County Water Resources Agency 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 Final MND acknowledged that additional environmental review would be required for the causeway component of the Project.

J. On May 6, 2014, the County of Monterey and Caltrans entered into a Cooperative Agreement for the construction of the causeway component of the Project. Through the cooperative agreement with Caltrans, the County is the Lead Agency 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).

K. In June 2014, the County of Monterey entered into an agreement with the California Department of Water Resources for a \$5,000,000 grant for the Project from the Flood Corridor Protection Program.

L. In August 2014, the County and Big Sur Land Trust 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 Big Sur Land Trust would implement the 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 Big Sur Land Trust.

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 Project referred to in that report as the South Overbank Project.

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

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).

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 of Monterey, described in recital J above.

O. In June 2015, Big Sur Land Trust 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 Big Sur Land Trust and executed a contract with Whitson Engineers through final design. In January 2017, 60% design plans were completed.

P. On March 8, 2019, a Draft Environmental Impact Report/Environmental Assessment (EIR/EA) 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”).

R. The USFWS issued a Finding of No Significant Impact (FONSI) on October 30, 2020. A memorandum of agreement between Caltrans and USFWS is pending as of May 2021.

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

California State Department of Parks and Recreation (“State Parks”). California State 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 is included in the Project area (portion of APN 243-021-007), as more fully described in **Exhibit B-2**.

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. Big Sur Land Trust owns real property sometimes referred to as “Odello East” (103.7 acres), included in the Project area (APNs 243-071-005, 243-071-006, 243-071-007), as more fully described in **Exhibit B-2**.

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 Big Sur Land Trust property. A portion (3.6 acres) of Palo Corona Regional Park is included in the Project area (portion of APN 157-121-001), as more fully described in **Exhibit B-3**.

County of Monterey (“County”). The County of Monterey is a general law county and political subdivision of the State of California.

Monterey County Water Resources Agency (“MCWRA”). The Monterey County Water Resources Agency is a flood control and water agency created by state statute.

Monterey Peninsula Water Management District (“MPWMD”). The Monterey Peninsula Water Management District is a 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 jurisdiction.

T. The Parties support a collaborative institutional and political 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.

U. This MOU is not intended to, and shall not be interpreted to, constitute a commitment by the Parties to undertake or commence the Project prior to the completion of all necessary environmental reviews and receipt of all necessary permits. The Parties acknowledge and agree that no Project construction may occur until environmental review has been completed in accordance with the California Environmental Quality Act (CEQA) and the National Environmental Protection Act (NEPA) and all permits have been obtained. The necessary Project permits, and consultations and their status as of April 2021 have been identified to include the following:

Agency	Permit/Approval	Applicant(s)	Status as of April 2021
<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	Complete 11/14/2019 File Number 2009-00338S Valid until 3/18/2022
<i>U.S. Fish and Wildlife Service</i>	Federal Endangered Species Act Section 7 Incidental Take Statement	BSLT and County of Monterey	Complete 11/7/2018 008EVEN00-2016-B-0112

Agency	Permit/Approval	Applicant(s)	Status as of April 2021
<i>National Marine Fisheries Service</i>	Federal Endangered Species Act Section 7 Incidental Take Statement	BSLT and County of Monterey	Complete 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	Completed 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	Complete 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	Pending: Permit application and fees submitted July 2019.
<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 as of April 2021
<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	Pending: Permit application and fees submitted July 2019, comments received and in review. Case number: 32719WQ09
<i>California Department of Fish and Wildlife</i>	Section 1602 Streambed Alteration Agreement	County of Monterey	Pending: Standard Agreement covering 5-year construction phase application and fees submitted July 2019.
<i>California Department of Fish and Wildlife</i>	Section 1602 Streambed Alteration Agreement	BSLT	Issuance following construction for the long-term post-construction maintenance and restoration activities. Notification number: 1600-2019-0142-R4
<i>California Department of Parks and Recreation</i>	Right-of- Entry Permit	BSLT and County of Monterey	Issuance Prior to Construction.
<i>Monterey Peninsula Regional Park District</i>	Temporary Construction Easement.	BSLT and County of Monterey	Issuance Prior to Construction.
<i>Monterey County Water Resources Agency</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	Complete: River Work Permit obtained July 2020.

Agency	Permit/Approval	Applicant(s)	Status as of April 2021
<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.

AGREEMENT

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

1. PURPOSE OF AGREEMENT

1.0 The purpose of this 2021 MOU, which amends and completely restates the 2010 MOU, is to coordinate planning and construction activity for the proposed Project and to describe the Parties’ roles through construction of the Project and the Parties’ anticipated long term roles following construction. The Parties desire to cooperate, proceed, and construct the Project to protect, conserve, restore, and enhance the Project area in a manner consistent with the goals of flood protection and habitat restoration.

1.0.1 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 on the respective Landowners’ property pursuant to a separate agreement or memorandum of understanding to be developed by County and Landowners prior to the completion of the construction phase of the Project. The agreement will address 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 (hereinafter “**Long Term Management Agreement**” or “**LTMA**”).

1.1 THE COUNTY OF MONTEREY

1.1.0 The County has received \$7.8 million in funds from the California Department of Water Resources (DWR) Flood Corridor Protection Grant Program, the Wildlife Conservation Board, and the National Fish and Wildlife Foundation to implement the Project, as described further below. All activities and obligations of the County set forth below are expressly conditioned on the continued availability of

funding already obtained for the Project and securing additional necessary funding for construction and implementation of the Project through grants or other County resources.

1.1.1 The County is serving as the lead agency for the purposes of CEQA compliance and has prepared and certified the Final EIR/EIS for the Project. The County shall continue to serve as the lead agency under CEQA for the Project.

1.1.2 The County and Big Sur Land Trust shall apply for and obtain all necessary permits and approvals for the Project (including its construction, management, monitoring, operation, use and maintenance), and comply with all federal, state and local statutes, laws, regulations, ordinances, orders and other governmental and quasi-governmental requirements that apply to the Project (including its construction, management, monitoring, operation, use and maintenance).

1.1.3 As set forth in Recital T, in the case where only one applicant is allowable on a permit, the County shall be the primary applicant for obtaining all construction-related permits and approvals; however, the Parties recognize that, notwithstanding that County is the permit applicant, the Landowners, or other entities as applicable, shall be responsible, pursuant to the LTMA, for compliance with conditions of approval of the permits to the extent the conditions require actions subsequent to the construction phase. Pursuant to the LTMA, the Landowners shall be responsible for the long-term maintenance of the habitat and any long-term monitoring of mitigation measures post-construction, unless the County agrees by separate subsequent agreement to assume any such future responsibilities.

1.1.4 The causeway construction, levee removal, and floodplain grading aspects of the Project shall be constructed/installed by the County. Following construction, the causeway shall be a Caltrans facility as described in Caltrans Cooperative agreement 05-0234 effective May 6, 2014. Pursuant to the LTMA the Landowners will be responsible for long term maintenance and public access management activities on the Project site.

1.1.5 Pursuant to the LTMA, the resource management plan will comprise of the long-term management of the floodplain and habitat restoration and will be conducted according to the *Restoration and Management Plan for the Carmel River Floodplain Restoration and Environmental Enhancement Project* (H.T. Harvey & Associates, November 2016) (“**RMP**”) and will also be addressed in, and conducted in accordance with, the Habitat Management Plan (“**HMP**”) being prepared for the east side of SR 1 as part of the Wildlife Conservation Board grant (WC-1947CA), with expected completion in 2022.

1.1.6 The County, with support from Big Sur Land Trust, shall be responsible for ongoing program planning, development, coordination and implementation of the California State Department of Transportation (Caltrans) Cooperative Agreement

dated May 6, 2014, to allow joint funding, permitting, planning and construction for the Project causeway component, which Cooperative Agreement is attached as **Exhibit C**.

1.1.7 The County, with assistance from and in cooperation with the other Parties, will apply for additional grants as necessary toward funding all design, construction, and other costs associated with the planning and completion of the Project. For grant funds obtained and held by Big Sur Land Trust, the County shall enter into a separate funding agreement with Big Sur Land Trust and shall submit timely invoice/reimbursement requests to Big Sur Land Trust using the appropriate grant format(s). For grant funds obtained and held by County, BSLT shall enter into a separate funding agreement with County and shall submit timely invoice/reimbursement requests to County using the appropriate grant format(s). The County and Big Sur Land Trust will maintain compliance with all Project grant requirements for agreements executed by both County and Big Sur Land Trust and will coordinate on grant and financial management of the Project. Secured funding for the Project is listed in **Exhibit D**.

1.1.8 The County will be responsible for the Project construction procurement process, including public noticing of the construction bid, selecting the contractor(s), and entering into contract(s) for Project construction. The County will also provide, or contract for, construction management and inspections of the causeway and grading of the Project site, including oversight of labor compliance and prevailing wage requirements as specified in Project grant agreements.

1.1.9 The County and Big Sur Land Trust shall jointly ensure implementation of the Tier 1 compensatory mitigation areas identified in the Project plans and permits as part of an agreement with State Parks for the Project activities on State Parks property west of SR 1 and shall include restoration of the Tier 1 area as part of the Project construction and implementation contract(s). Following the construction phase of the Project, State Parks shall be responsible for the long-term management, maintenance, and public access of their property throughout the Project life (25 years).

1.1.10 Prior to the completion of the construction phase, the County and Big Sur Land Trust will jointly develop an HMP in consultation with the other Parties, as well as County Service Area 50 and other interested parties. Restoration plans on State Parks property west of SR 1 shall be reviewed and approved by State Parks. The County shall develop a cooperative approach with Big Sur Land Trust on management of the maintained flood conveyance areas (MFCAs) identified on the Project plans.

1.1.11 County shall obtain the necessary right of entry and permissions for site access from the respective real property owners for the construction phase of the Project. The Landowner Parties agree to allow access to the County to each Landowner Party's real property as necessary for construction of the Project, subject

to such additional separate agreements or approvals by each Landowner Party as may be legally required. It is understood that the Landowner Parties are not herein agreeing to assume any financial or other liability, or to encumber title to their respective properties, financially or otherwise, except as may be agreed upon by separate instrument.

1.1.12 The County shall monitor, review and direct the preparation of plans and specifications in accordance with its practices and procedures, and shall approve engineering plans for the site grading and causeway design to meet County and Caltrans standards. Except as specifically set forth herein, the County shall have no obligation to undertake any obligation or activity until such time as funding is available to reimburse the County for the costs, including labor, contracting, and consulting, associated with that obligation or activity.

1.2 BIG SUR LAND TRUST

1.2.0 Big Sur Land Trust shall direct the engineers, and any other professionals, individuals, or entities it has contracted with, to work directly with the County throughout the planning, design, and permitting elements and to comply with all directives and requests of the County to complete the environmental review, to complete final design plans, and to obtain all necessary permits. Big Sur Land Trust shall review and provide timely comments to the County on all Project reports, engineering plans, CEQA/NEPA environmental review, and permitting documents.

1.2.1 Big Sur Land Trust shall provide 103.7 acres of the real property under its ownership known as Odello East and described in Exhibit B-1, for the purposes of the Project. Big Sur Land Trust agrees to convey to Caltrans a portion of Big Sur Land Trust property adjacent to SR 1 to provide additional Right-of-Way for the causeway component through the appropriate Right-of-Way acquisition process, as determined by Caltrans. Big Sur Land Trust shall also provide easements to the County for construction of the Project.

1.2.2 Big Sur Land Trust shall have primary responsibility for long term management of the BSLT property to implement site restoration and adaptive management on the Tier 2 areas identified on the Project plans. Big Sur Land Trust shall implement the HMP within the Tier 2 area, in consultation with the other Parties, as well as with other interested parties. Big Sur Land Trust shall develop a cooperative approach with the County on management of the maintained flood conveyance areas (MFCAs) identified on the Project plans.

1.2.3 The Project site will be actively revegetated on the east sides of SR 1. Big Sur Land Trust shall develop an HMP to actively revegetate the Project site following grading. The HMP will be developed for at least 80 acres on the east side of SR 1. The County and Big Sur Land Trust intend to enter into a separate reimbursement agreement to reimburse Big Sur Land Trust from Wildlife Conservation Board grant

funds for BSLT's development and implementation of this plan.

1.2.4 Nothing herein shall be intended or construed to constitute an assignment of any responsibilities of Big Sur Land Trust under the terms of any grant it has or will receive. All such responsibilities and obligations are expressly retained and affirmed by Big Sur Land Trust.

1.3 CALIFORNIA DEPARTMENT OF PARKS AND RECREATION

1.3.0 The California Department of Parks and Recreation ("State Parks") will cooperate with the planning and design of the Project and will provide access to property owned by State Parks as necessary for planning, environmental review and design. Project plans on State Parks property west of SR 1 shall be reviewed and approved by State Parks.

1.3.1 State Parks shall provide a portion (21.9 acres) of Carmel River State Beach for the purposes of the Project, including transfer of control, or an equivalent process as determined by Caltrans and State Parks, of approximately 1 acre through a grant of easement to Caltrans for highway purposes. State Parks shall also provide a right of entry permit to the County for Project construction and shall consent to applications for environmental and land use permits for the Project to the extent the Project is on land owned by State Parks.

1.3.2 As a Landowner within the Project area, State Parks shall be responsible for the long-term management, maintenance, and management of public access of their property throughout the Project life (25 years). Revegetation and management of State Parks property on the west side of SR 1 will be guided by the *Restoration and Management Plan for the Carmel River Floodplain Restoration and Environmental Enhancement Project* (H.T. Harvey & Associates, November 2016) (RMP). Except as provided in this paragraph, State Parks shall have no responsibility for Project planning, design, construction, or implementation.

1.3.3 Mitigation Measure CUL-9 in the Final EIR/EA identifies that the Creamery and Blacksmith Shop located on State Parks property will be raised approximately six (6) to eight (8) inches and then placed on concrete foundations prior to the levee plugs being removed (approximately three to five years following construction).

1.3.3.1 Existing engineering plans, which were originally prepared by State Parks, shall be updated prior to implementation of the above-referenced mitigation measure to reflect any changed conditions or changes in building codes since the original preparation.

1.3.3.2 The County shall contact the State Parks historian prior to construction work on the Creamery and Blacksmith Shop. The County and State Parks agree to enter into a funding agreement prior to the initiation of construction

that outlines the details of implementing Mitigation Measure CUL-9, including cost sharing. Said funding agreement shall include the minimum qualifications for the contractor(s) or subcontractors for the lifting, cribbing, and moving of the structures and the foundation repair.

1.3.3.3 The County and State Parks shall jointly identify supplemental funding for implementing Mitigation Measure CUL-9 and shall execute a funding agreement as outlined in 1.3.2.2. The County and State Parks will diligently pursue opportunities for grant funding and other funding alternatives for this work. At this time, State Parks and County have no dedicated funding for historic preservation of these structures.

1.3.3.4 State Parks will be in charge of and responsible for all design, permitting, construction, and management of the raising of the Creamery and Blacksmith Shop, and any legal liability associated with design, construction and operation of the raising of the Creamery and Blacksmith Shop. The County will have no obligation for same, other than funding as described herein.

1.4 MONTEREY PENINSULA REGIONAL PARK DISTRICT

1.4.0 The Monterey Peninsula Regional Park District (“MPRPD”) will cooperate with the planning and design of the Project and will provide access to property owned by MPRPD as necessary for planning, environmental review and design.

1.4.1 MPRPD shall allow a portion of the Project to be constructed on 3.6 acres of Palo Corona Regional Park more fully described in Exhibit B-3. MPRPD shall grant the County a temporary easement for Project construction.

1.4.2 The CRFREE Project shall include construction of a stout fence around the MPRPD Riverfield wellhead, following the footprint of the existing fence.

1.4.3 MPRPD shall collaborate with the County and Big Sur Land Trust on the preparation of the HMP on MPRPD property. MPRPD will not be responsible for long term management of the Project site; however, MPRPD agrees to provide the County and Big Sur Land Trust access to the 3.6 acres of maintained flow conveyance areas located on MPRPD property. An appropriate mechanism for ongoing maintenance access will be determined and agreed to by the applicable Parties in a separate memorandum of understanding or other appropriate instrument for the post-construction phase of the Project.

1.4.4 MPRPD shall work with the County and Big Sur Land Trust to develop a cost share or other funding strategy for the costs associated with incorporation of the left-hand turn lane into the design of the causeway component, based on cost estimates to be further developed in the Caltrans Project Report. Except as provided in this

paragraph, MPRPD shall have no responsibility for Project planning, design, construction, other costs or fees, or implementation.

1.5 THE MONTEREY COUNTY WATER RESOURCES AGENCY

1.5.0 It is understood by all Parties that the Monterey County Water Resources Agency has no funds allocated or available to implement this MOU or the Project. Therefore, the County shall be the implementing agency for Project CEQA compliance and construction, as described above. As the flood control agency for the County, MCWRA shall support the County to process a FEMA Conditional Letter of Map Revision prior to Project implementation to reflect the changes to the 100-year floodplain as a result of the Project, and a Final Letter of Map Revision following completion of the Project.

1.6 MONTEREY PENINSULA WATER MANAGEMENT DISTRICT

1.6.0 The Monterey Peninsula Water Management District will cooperate with the planning and design of the Project and will advise the Parties on riparian restoration and the development of a HMP for the Project area. MPWMD will work collaboratively with the County and Big Sur Land Trust to determine if portions of the long-term adaptive management and restoration of the Odello East property owned by Big Sur Land Trust can be done in part to accomplish MPWMD mitigation requirements for vegetation management elsewhere on the Carmel River. MPWMD will also collaborate with the County and Big Sur Land Trust on developing monitoring strategies to evaluate the Project implementation over time. Except as provided in this paragraph, MPWMD shall have no responsibility for Project planning, design, construction, or implementation.

2. MANAGEMENT COMMITTEE

2.0 The Management Committee shall be composed of the Monterey County Housing and Community Development Director, the General Manager of the Monterey County Water Resources Agency, the State Parks Monterey District Superintendent, the General Manager of MPRPD, the General Manager of the MPWMD, and the President/CEO of Big Sur Land Trust or their respective designees.

2.1 In the event of any dispute regarding the Project, the administration of grants, design and/or engineering issues, or any other matter arising out of this MOU, the Management Committee shall provide final resolution of that dispute.

2.2 The Management Committee shall meet as frequently as it may, in its sole discretion, deem appropriate.

3. REIMBURSEMENT OF COSTS AND EXPENSES.

3.0 The Parties intend that the Project shall be funded by grants to the greatest extent feasible and, except as otherwise specifically provided herein, the Parties shall not be obligated to fund any portion of the costs associated with the Project. Should the Project be approved, each party to this MOU shall be reimbursed from available grant funding for all Project costs, including, but not limited to, materials, overhead, labor, contracts, and incidentals for the Project. Funding for Parties' staff time may be sought from grants where possible but is not necessarily included in the Project cost. In the event the Project is approved and grant proceeds are unavailable or exhausted, the County and Big Sur Land Trust may, at each of their sole discretion, elect to apply their own funds, and such additional funds as may be made available by other Parties, to proceed with the Project, or it may elect to cease all work on the Project until such time as further grants are obtained and funded.

4. INDEMNITY

4.0 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 damages 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, the Parties agree to cooperate in the defense of said claim or litigation.

5. INSURANCE

5.0 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 and such other insurance as may be

necessary to provide coverage for its performance under this MOU. Further, each Party shall require its agents, contractors, subcontractors and/or assignees in connection with this MOU and the Project (i) to hold harmless and indemnify all Parties in 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 meeting the requirements of this section commensurate with the standards of the industry.

6. TERM; TERMINATION

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

6.1 If the Project is not approved or not constructed or other good cause exists for termination, this MOU may be terminated upon mutual agreement of the Parties.

6.2 If a Party wishes to withdraw from this MOU, said Party may not withdraw unless said Party provides 90 day 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.

6.3 If the Project is approved and construction begun, this MOU shall terminate upon fulfillment of all of the following: (a) at least sixty days have passed since the construction of the Levee Removal/Enhancement Area component and Causeway component of the Project has been completed and all the construction work has been accepted by the appropriate authority; (b) there has been final disposition of any disputes, claims, proceedings, or litigation stemming from approval or construction of the Project; and (c) separate agreement(s) or other legally binding mechanisms are in place for the long term (25 years) maintenance of the floodplain and habitat restoration and public access management activities on the Project site and for compliance with permit conditions of approval that require post-construction long term maintenance or monitoring.

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

7. MISCELLANEOUS

7.0 Any notice or communication required by this MOU shall be in writing and shall be deemed to have been duly given if delivered personally, or sent by overnight mail, or prepaid registered mail, or confirmed facsimile 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:

The County of Monterey
Housing and Community Development Agency
1441 Schilling Pl, Salinas CA 93901
Tel: (831) 755-5025
Fax: (831) 755-4958

Monterey County Water Resources Agency
1441 Schilling Place North Building
Salinas, CA 93901
Tel: (831) 755-4860
Fax: (831) 424-7935

Monterey Peninsula Water Management District
5 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

- 7.1 This MOU may only be modified by written agreement of the Parties.
- 7.2 This MOU shall be governed by the laws of the State of California.
- 7.3 Headings and captions in this MOU are to facilitate reference only and do not form a part of this MOU and shall not affect the interpretation hereof.

7.4 Each party represents to the other that each has the full authority to perform its obligations under this MOU and that the person executing this MOU has the authority to bind it.

7.5 This 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, nor 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.

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

7.7 This 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.

7.8 The following Exhibits are attached and incorporated by reference:

Exhibit A: Schematic Map of Area and Project

Exhibit B-1: Map of Properties

Exhibit B-2: State Parks Property (Pending)

Exhibit B-3: BSLT Property

Exhibit B-4: MPRPD Property

Exhibit B-5: Eastwood Property (Pending)

Exhibit C: Caltrans Cooperative Agreement dated May 6, 2014.

Exhibit D: List of Financing Secured

7.9 This MOU may be signed in counterparts.

SIGNATURES APPEAR ON THE NEXT PAGE

IN WITNESS WHEREOF, this Amendment and Restatement of Memorandum of Understanding is executed on the dates set forth below by the duly authorized representatives identified below:

COUNTY OF MONTEREY

MONTEREY COUNTY WATER
RESOURCES AGENCY

By: _____
Mike Novo
Housing and Community Development
Interim Director

By: _____
Howard Franklin
General Manager

Date: _____

Date: _____

CALIFORNIA DEPARTMENT OF PARKS
AND RECREATION

MONTEREY PENINSULA REGIONAL PARK
DISTRICT

By: _____
NAME HERE
Superintendent

By: _____
Dr. Rafael Payan
General Manager

Date: _____

Date: _____

BIG SUR LAND TRUST

By: _____
Jeannette Tuitele-Lewis
President/CEO

Date: _____

Exhibit B – 2: State Parks

(This page is intentionally left blank)

Exhibit B – 3: BSLT

Order No. 1704592A-JS
Escrow No.
Loan No.

Bruce A. Reeves
Monterey County Recorder
Recorded at the request of
Chicago Title

CRBARBARA
12/31/1997
8:00:00

WHEN RECORDED MAIL TO:
THE BIG SUR LAND TRUST
c/o LAW OFFICES OF ZAD LEAVY
ZAD LEAVY/ROBIN K. JEPSEN
3785 Via Nona Marie, #309
Carmel CA 93923

DOCUMENT: 9777061

Titles: 1 / Pages: 5



Fees . . . 18.00
Taxes . . .
Other . . .
AMT PAID 18.00

000977061

DOCUMENTARY TRANSFER TAX \$.ZERO;...Bona fide gift; R&T 11911. SPACE ABOVE THIS LINE FOR RECORDER'S USE

..... Computed on the consideration or value of property conveyed; OR
..... Computed on the consideration or value less liens or encumbrances remaining at time of sale.

Signature of Declarant or Agent determining tax - Firm Name

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Clinton Eastwood, and Margaret Eastwood, Trustee of the Margaret Eastwood Trust UDT 8/21/90

Hereby GRANT(S) to

The Big Sur Land Trust, a California nonprofit public benefit corporation

the real property in the City of
County of Monterey

State of California, described in

Exhibit "A", attached hereto

Dated DEC. 10, 1997

CLINTON EASTWOOD, INDIVIDUAL

STATE OF CALIFORNIA }
COUNTY OF MONTEREY } ss.

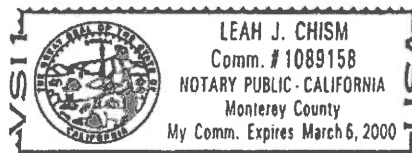
On DEC. 10, 1997 before me,

LEAH J. CHISM

personally appeared _____

CLINTON EASTWOOD

personally known to me (or 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.



WITNESS my hand and official seal.

Signature

MAIL TAX STATEMENTS TO

(This area for official notarial seal)

Dated DEC 10, 1997

STATE OF CALIFORNIA }
COUNTY OF MONTEREY } ss.

On DEC 10, 1997 before me,

LEAH J. CHISM

personally appeared

MARGARET EASTWOOD

personally known to me (or 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.

WITNESS my hand and official seal.

Signature Leah J. Chism

Margaret Eastwood
Margaret Eastwood, Trustee of the Margaret
Eastwood Trust UDT 8/21/90

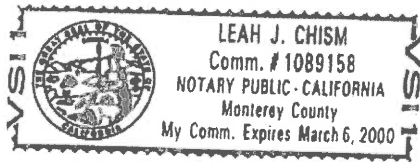


EXHIBIT "A"

Parcel I

All that certain real property described as the "Development Parcel" as shown on that Record of Survey filed for record on December 9, 1997 in the Office of the Recorder for Monterey County, State of California, at Volume 21, Surveys, Page 78.

Reserving therefrom a 20' wide non-exclusive easement for road and utility purposes over, under and upon the southerly portion of the parcel described in Reel 3277, Page 34, Official Records of Monterey County, State of California, which easement may be further conveyed by Grantor or Grantor's successors in interest to any owner of all or part of the property described in Reel 3277, Page 34, Official Records of Monterey County, State of California, the centerline of which is more particularly described as follows:

Commencing at the southwest corner of said parcel; thence N 35° 30' 40" E, 34.54 Feet, along the westerly line of said parcel also being the east line of State Highway No. 1, to the true point of beginning; thence, leaving said line,

- 1) N 73° 36' 13" E, 688.18 Feet; to a point of tangency; thence
- 2) 110.92 Feet along a curve to the right, having a radius of 300.00 Feet, through a central angle of 21° 11' 05" to a point of tangency; thence
- 3) S 85° 12' 42" E, 353.41 Feet to a point of tangency; thence
- 4) 180.76 Feet along a curve to the right, having a radius of 400.00 Feet, through a central angle of 25° 53' 30" to a point of tangency; thence
- 5) S 59° 19' 12" E, 333.49 Feet to a point of tangency; thence
- 6) 118.72 Feet along a curve to the right, having a radius of 300.00 Feet, through a central angle of 22° 40' 26" to a point of reverse curvature; thence
- 7) 103.07 Feet along a curve to the left, having a radius of 300.00 Feet, through a central angle of 19° 41' 04" to a point of tangency; thence
- 8) S 56° 19' 50" E, 405.03 Feet to a point of tangency; thence
- 9) 248.53 Feet along a curve to the left, having a radius of 180.00 Feet through a central angle of 79° 06' 32" to a point of reverse curvature; thence
- 10) 672.15 Feet along a curve to the right, having a radius of 410.00 Feet, through a central angle of 93° 55' 50" to a point of reverse curvature; thence
- 11) 169.27 Feet along a curve to the left, having a radius of 200.00 Feet, through a central angle of 48° 29' 28" to a point of tangency; thence
- 12) S 90° 00' 00" E, 79.73 Feet to a point of tangency; thence

- 13) 81.53 Feet along a curve to the left, having a radius of 200.00 Feet, through a central angle of 23° 21' 28" to a point of tangency; thence
- 14) N 66° 38' 32" E, 256.04 Feet to a point of tangency; thence
- 15) 162.14 Feet along a curve to the left, having a radius of 300.00 Feet, through a central angle of 30° 57' 57" to a point of tangency; thence
- 16) N 35° 40' 35" E, 842.24 Feet; thence
- 17) N 42° 08' 56" E, 187.64 Feet to a point of tangency; thence
- 18) 453.18 Feet along a curve to the right, having a radius of 300.00 Feet, through a central angle of 86° 33' 04" to a point of tangency; thence
- 19) S 51° 18' 00" E, 117.89 Feet; thence
- 20) N 12° 02' 16" W, 290.96 Feet to a point on the southerly line of the easement described in Reel 3397 Page 1498 Official Records of Monterey County to the Water Resources Agency.

The sidelines of herein described easement to be extended or shortened to terminate on said westerly line of said parcel and said south line of said easement, respectively.

Also reserving therefrom a 60' wide non-exclusive easement for road and utility purposes over a portion of the parcel described in Reel 3277, Page 34, Official Records of Monterey County, State of California, which easement may be further conveyed by Grantor or Grantor's successors in interest to any owner of all or part of the property described in Reel 3277, Page 34, Official Records of Monterey County, State of California, the centerline of which is more particularly described as follows:

Commencing at the northwest corner of the Development Parcel as shown on said map; thence, along the westerly line of said parcel S 9° 10' 19" W, 50.90 Feet to the **True Point of Beginning**, from which a radial line bears N 13° 09' 13" E; thence

- 1) 125.70 Feet along a curve to the left, having a radius of 530.00 Feet, through a central angle of 13° 35' 21" to a point of tangency; thence
- 2) N 89° 33' 52" E, 546.73 Feet to a point of tangency; thence
- 3) 78.94 Feet along a curve to the right, having a radius of 470.00 Feet, through a central angle of 9° 37' 24" to a point of tangency; thence
- 4) S 80° 48' 44" E, 204.39 Feet to a point of tangency; thence
- 5) 284.04 Feet along a curve to the left, having a radius of 530.00 Feet, through a central angle of 30° 42' 21" to a point of reverse curvature; thence
- 6) 281.30 Feet along a curve to the right, having a radius of 620.00 Feet, through a central angle of 25° 59' 45" to a point of reverse curvature; thence

- 7) 228.11 Feet along a curve to the left, having a radius of 530.00 Feet, through a central angle of 24° 39' 37" to a point of reverse curvature; thence
- 8) 337.47 Feet along a curve to the right, having a radius of 945.00 Feet, through a central angle of 20° 27' 39" to a point of reverse curvature; thence
- 9) 488.35 Feet along a curve to the left, having a radius of 730.00 Feet, through a central angle of 38° 19' 46" to a point of reverse curvature; thence
- 10) 174.68 Feet along a curve to the right, having a radius of 470.00 Feet, through a central angle of 21° 17' 42" to a point of tangency; thence
- 11) N 73° 14' 37" E, 311.35 Feet to a point on the westerly line of the Well Parcel as shown on said map.

The sidelines of herein described easement to be lengthened or shortened to terminate on said parcel lines.

Also reserving therefrom all riparian, appropriative and pre-1914 water rights vested in Grantor and appurtenant to, or otherwise permitted or licensed for use on, the parcel described in Reel 3277, Page 34, Official Records of Monterey County, State of California.

Parcel II

A 60' wide non-exclusive easement for road and utility purposes over the westerly portion of the parcel described in Reel 3277, Page 34, Official Records of Monterey County, State of California, the centerline of which is more particularly described as follows:

Commencing at the southwest corner of said parcel; thence along the westerly line of said parcel also being the east line of State Highway No. 1, N 35° 30' 40" E, 388.95 Feet; thence N 34° 18' 30" E, 353.89 Feet to the true point of beginning; thence, leaving said line,

- 1) S 55° 41' 30" E, 264.84 Feet; to a point of tangency; thence
- 2) 126.93 Feet along a curve to the left, having a radius of 230.00 Feet, through a central angle of 31° 37' 11" to a point of tangency; thence
- 3) S 87° 18' 41" E, 195.18 Feet to a point of tangency; thence
- 4) 123.48 Feet along a curve to the right, having a radius of 470.00 Feet, through a central angle of 15° 03' 10" to a point of tangency; thence
- 5) S 72° 15' 31" E, 104.76 Feet to a point of tangency; thence
- 6) 42.44 Feet along a curve to the left, having a radius of 530.00 Feet, through a central angle of 4° 35' 16" to a point the westerly line of the Development Parcel as shown on the map file in Volume 21, Surveys, Page 78, Monterey County Records, State of California.

The sidelines of herein described easement to be extended or shortened to terminate on said westerly line of said Development Parcel.

TAX CODE AREA 60-04

COUNTY OF MONTEREY
ASSESSOR'S MAP

15/54

BOOK 243 PAGE

9/56

SCALE: 1 IN. = 300 FT.



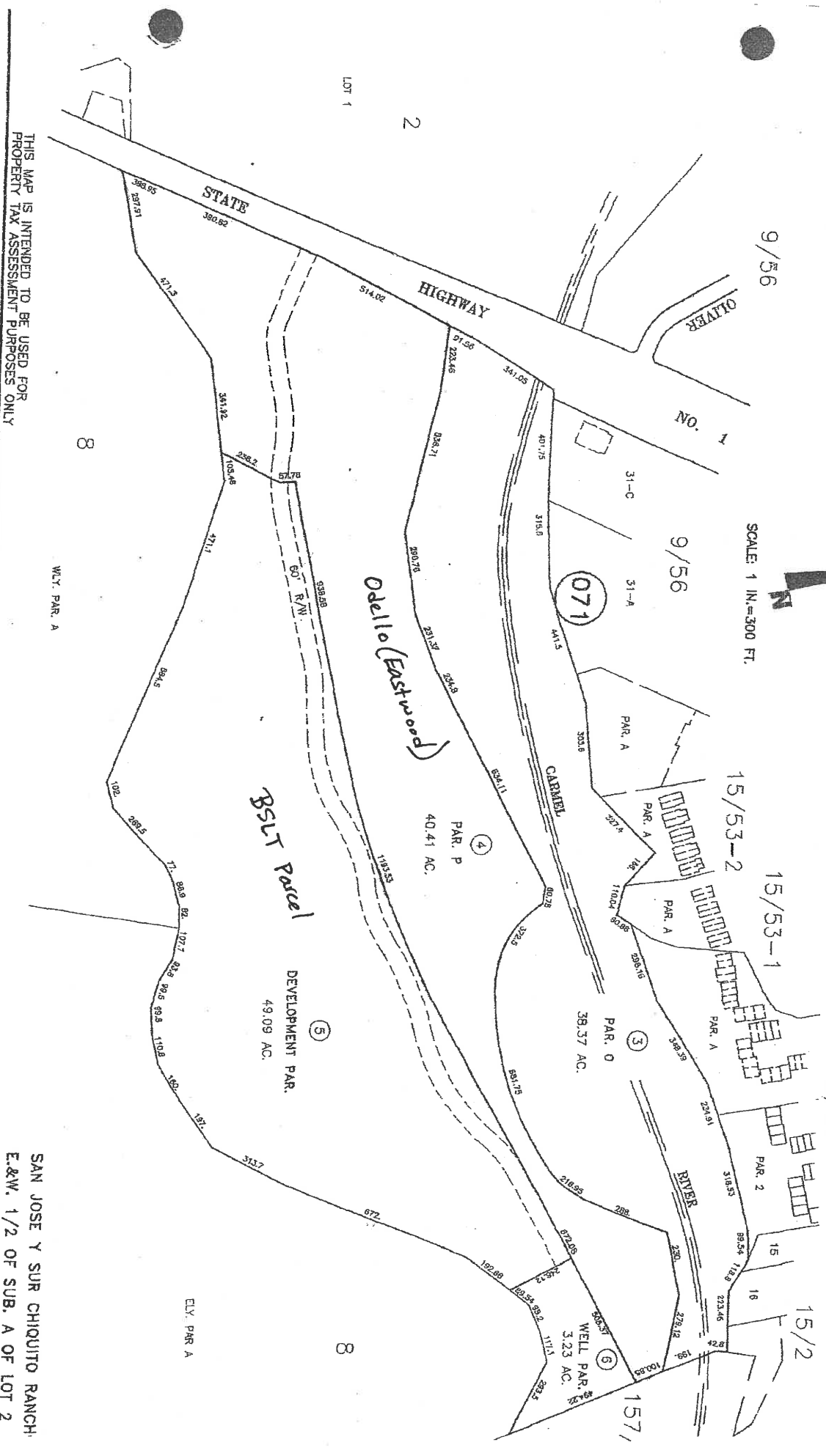
15/53-2

15/53-1

15/2

THIS MAP IS INTENDED TO BE USED FOR
PROPERTY TAX ASSESSMENT PURPOSES ONLY

SAN JOSE Y SUR CHIQUITO RANCH-
E.&W. 1/2 OF SUB. A OF LOT 2



LOT 1

2

8

WLT. PAR. A

BOLT POOL

DEVELOPMENT PAR.
49.09 AC.

Odello (Eastwood)

071

PAR. P
40.41 AC.

PAR. A

PAR. A

PAR. A

PAR. O
36.37 AC.

PAR. A

PAR. A

PAR. 2

WELL PAR.
3.23 AC.

ELV. PAR. A

8

1571

Stephen L. Vagnini
Monterey County Recorder
Recorded at the request of
Filer

CRDAWN
6/29/2016
13:21:59

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Bartkiewicz, Kronick & Shanahan
Attention: Paul M. Bartkiewicz
1011 22nd Street
Sacramento, CA 95816

DOCUMENT: **2016035731**



Titles: 1/ Pages: 15

Fees	63.00
Taxes	
Other	<u>2.00</u>
AMT PAID	\$65.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned grantor(s) declare(s):
Document Transfer Tax is \$ 0 .
Monument preservation fee is \$ _____.

This conveyance transfers an interest from a Living Trust. Revenue and Taxation Code Section 11930

- () computed on full value of property conveyed, or
- () computed on full value less value of liens and encumbrances remaining at time of sale.
- () Unincorporated area of Monterey County

GRANT DEED

FOR A VALUABLE CONSIDERATION, the receipt and adequacy of which is hereby acknowledged, Margaret Eastwood, as Trustee of the Margaret Eastwood Trust U/D/T dated August 21, 1990, and Clinton Eastwood, Jr., as Trustee of the 1988 Clinton Eastwood Trust U/D/T dated May 16, 1988, in the capacity in which each holds title, respectively (collectively referred to as "Grantor"), do hereby grant to Big Sur Land Trust, a California nonprofit public benefit corporation, and its successors and assigns (Grantee), all right, title and interest in that certain real property in the unincorporated area of Monterey County, State of California, which is referred to as: (1) Adjusted Parcel O comprising 75.84 acres; and (2) APN 243-071-006 comprising 3.23 acres (together, the "Donated Property"), shown on the map attached as **Exhibit A** and more-particularly described in **Exhibit B** attached hereto, subject to the following reservations and conditions for the benefit of Grantor, and its successors and assigns, which shall be binding on Grantee and its successors and assigns:

1. Grantor reserves a permanent nonexclusive easement on, over, under and across Adjusted Parcel O. This easement will be appurtenant to Adjusted Parcel P as more-particularly described as Parcel 4 and Parcel 5 in **Exhibit B** and as shown in Exhibits B3 and B4. This easement is for installation, operation, repair, maintenance and replacement of utilities, including but not limited to water, sewer, gas, drainage pipes, poles, overhead lines, electrical lines, cable, television, telephone, Internet and other appurtenances, including reasonable access thereto for such purposes at any locations on Adjusted Parcel O, and for the benefit of Adjusted Parcel P. Grantor will indemnify and hold Grantee and its trustees, beneficiaries, representatives, employees, and agents, harmless from any and all liability, claims or damages relating in any way to Grantor's use or possession of Adjusted Parcel O pursuant to this reservation, including, but not limited to, any damage or injury to persons or property caused, permitted or contributed to by Grantor, its officers, employees, contractors, subcontractors, agents or representatives.

2. This Grant Deed does not include any water rights, whether riparian, appropriative, overlying or otherwise, and Grantee acknowledges that Grantor has severed and terminated any riparian rights, overlying rights and any other water rights appurtenant to the Donated Property. Grantee will not pump any groundwater from, under or on the Donated Property, exercise any water rights, or otherwise divert or use the flow or underflow of the Carmel River on the Donated Property in any manner other than as authorized by Grantee's Water Right License 13888 issued by the California State Water Resources Control Board ("SWRCB"). Grantor and Grantee intend that Grantor convey the Donated Property to Grantee without any right to divert or use water, whether surface or underground, on the Donated Property. Grantee and Malpas Water Company, LLC (LLC) have entered into an "Agreement for an Option to Enter into an Agreement to Purchase Water," which provides (in accordance with the terms of that agreement) Grantee an option to purchase from the LLC up to six acre feet per year of water entitlement under Water Right License 13868A issued by the SWRCB for irrigation or municipal use on the Donated Property.

3. Water Right License 13868A includes Term 13, which states:

If [the California Department of Fish and Wildlife (CDFW)] determines that irrigation of the riparian corridor of the Eastwood lands is necessary and irrigation is not performed by the [Monterey Peninsula Water Management District (District)], [California American Water (Cal-Am)] or the County of Monterey the right holder shall be responsible for this irrigation and maintenance. CDFW shall inform the right holder of the section of the riparian corridor located on the Eastwood lands which requires irrigation.

Promptly after this deed is recorded, Grantee will petition the SWRCB to change Water Right License 13888 to add the Donated Property to the authorized place of use in License 13888, and Grantee then will diligently pursue this petition until the SWRCB issues its order. If CDFW notifies the right holder that irrigation of a section of the riparian corridor located on the Donated Land is required under said Term 13, then Grantee will coordinate with the District, CDFW and Cal-Am to determine the necessary actions to conduct the required irrigation for the riparian corridor, and will irrigate using available water diverted under Grantee's Water Right License 13888 to the maximum extent feasible.

4. The Carmel River Floodplain Restoration and Environmental Enhancement (CRFREE Project) requires Grantee to restore certain areas of native vegetation in the floodplain. Water Right License 13868A includes Term 21, as follows:

Within 180 days of the date of this right, in order to understand the potential for the Carmel River Floodplain Restoration and Environmental Enhancement (CRFREE) Project to consumptively use the subterranean streamflow of the Carmel River, the right holder shall submit to the Deputy Director of Water Rights the plan to restore native vegetation within the place of use for irrigation under this right, consistent with the CRFREE Project jointly proposed by the Big Sur Land Trust and the County of Monterey. Native vegetation established within the place of use for irrigation under this right shall consist only of vegetation considered typical of the area and compatible with the operation of a floodplain. The State Water Board reserves jurisdiction in the public interest to modify the terms and conditions of this license upon a finding that the plan or its subsequent implementation is inconsistent with these requirements.

Grantee prepared a CRFREE Project Restoration Management Plan, which includes a Plan to Restore Native Vegetation (Plan) on parts or all of the Donated Property under the CRFREE Project. The LLC

submitted a summary of the Plan to the SWRCB's Deputy Director of Water Rights under Term 21 of Water Right License 13868A. Grantee will promptly amend this Plan, if and as necessary to confirm to the satisfaction of the SWRCB that the vegetation established under the Plan will consist only of vegetation considered typical of the area and compatible with the operation of a floodplain. In addition, as part of Grantee's petition to the SWRCB to change Water Right License 13888, Grantee will clarify that no water attributable to Water Right License 13868A will be used to irrigate the CRFREE Project. If the SWRCB exercises its reserved jurisdiction under Term 21 in a manner that would have the effect on Water Right License 13868A of requiring any water otherwise authorized for diversion and use under License 13868A to instead be accounted for as being diverted for, or used or consumed by, any vegetation associated with the CRFREE Project, then Grantee will adjust the phasing of implementation of the Plan to reduce or eliminate such diversion, use or consumption of water on the Donated Property in a manner that will reduce or eliminate said effect on License 13868A, while still allowing Grantee to proceed with the CRFREE Project. If any such effect on License 13868A remains after Grantee has taken such action, then Grantee will: (a) exercise License 13888, or convey or dedicate part of License 13888 for the purpose of maintaining vegetation associated with the CRFREE Project, to the fullest extent reasonably necessary to eliminate the remaining effects on License 13868A of the SWRCB's action; or (b) Grantee will take other reasonably-feasible actions to immediately cease any such diversion, use or consumption on the Donated Property in a manner that will eliminate the effect on License 13868A. Upon request from the LLC, Grantee will provide appropriate documentation to the LLC of its actions or commitments to take actions to comply with this paragraph.

5. Grantee will not take any actions to attempt to replace, restore or use the Eastwood/Odello Well 1 (as shown on **Exhibit A**), which has been destroyed and abandoned by Grantor.

6-17, 2016

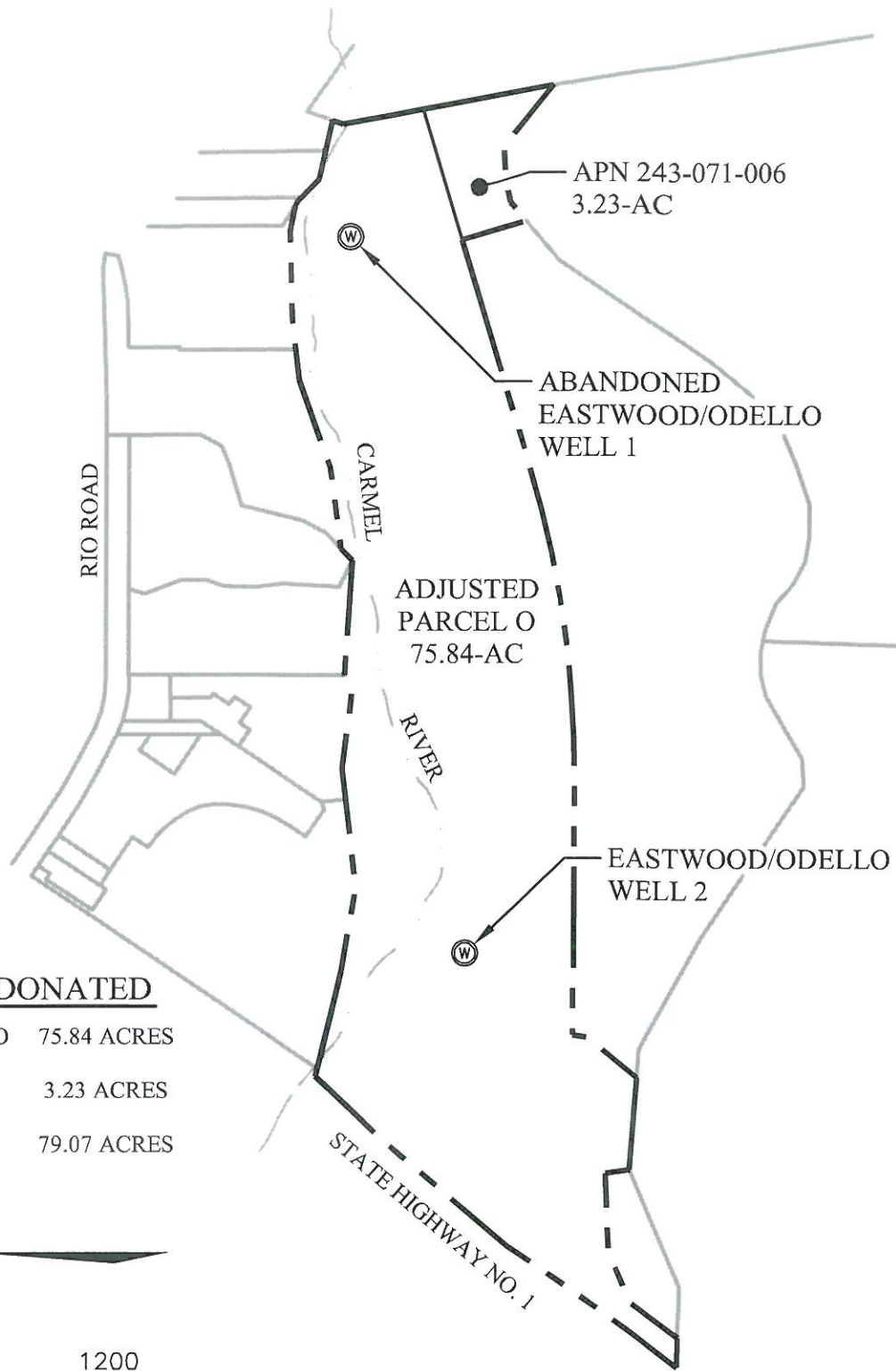
Margaret Eastwood
MARGARET EASTWOOD, Trustee of the
Margaret Eastwood Trust U/D/T dated August 21, 1990

A-28, 2016

Clinton Eastwood
CLINTON EASTWOOD, JR., Trustee of the
1988 Clinton Eastwood Trust U/D/T dated May 16, 1988

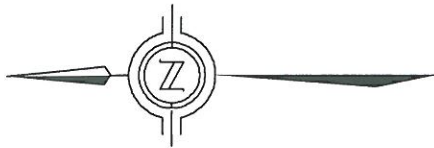
Mail tax statements to: Kaufman, Bernstein, Lee & Robert, Attention: Howard Bernstein, 10100 Santa Monica Blvd., Suite #650, Los Angeles, CA 90067

EXHIBIT A



LAND TO BE DONATED

ADJUSTED PARCEL O	75.84 ACRES
243-071-006	3.23 ACRES
TOTAL:	79.07 ACRES



SCALE: 1" = 600'

MONTEREY COUNTY, CALIFORNIA
MARCH 24, 2016

EXHIBIT B

LEGAL DESCRIPTION

CERTAIN REAL PROPERTY SITUATE IN RANCHO SAN JOSE Y SUR CHIQUITO AS CONVEYED TO CLINTON EASTWOOD AND MARGARET EASTWOOD, BY DEED RECORDED SEPTEMBER 19, 1995 IN REEL 3277 PAGE 34, OFFICIAL RECORDS OF MONTEREY COUNTY, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

"Adjusted Parcel O" as described in the Certificate of Compliance filed for record on January 14, 2016 in the Office of the Recorder for Monterey County, State of California, as Document: 2016002231, containing 75.84 Acres, more or less, as shown on Exhibit B1 attached hereto and made a part hereof.

PARCEL 2

"Well Parcel" as shown on the Record of Survey filed for record on December 9, 1997 in the Office of the Recorder for Monterey County, State of California, at Volume 21, Surveys, Page 78, containing 3.23 Acres, more or less, as shown on Exhibit B1 attached hereto.

PARCEL 3

A NON-EXCLUSIVE APPURTENANT EASEMENT FOR INGRESS, EGRESS AND ACCESS, OVER A STRIP OF LAND 20 FEET WIDE, SITUATE IN A PORTION OF LOT 15 OF THE HATTON PARTITION, IN THE RANCHO CANADA DE LA SEGUNDA AS CONVEYED TO EMIL MAGLIOCCO, JR., ROBERT NAIFY AND MARSHALL NAIFY, BY DEED RECORDED AUGUST 9, 1976 IN REEL 1074 PAGE 755, AND RANCHO SAN JOSE Y SUR CHIQUITO AS CONVEYED TO CLINTON EASTWOOD AND MARGARET EASTWOOD, BY DEED RECORDED SEPTEMBER 19, 1995 IN REEL 3277 PAGE 34, OFFICIAL RECORDS OF MONTEREY COUNTY, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED AS FOLLOWS:

The westerly 20 feet of that certain parcel of land described as "Adjusted Parcel A" in the Certificate of Compliance filed for record on January 14, 2016 in the Office of the Recorder for Monterey County, State of California, as Document: 2016002230.

The aforesaid non-exclusive easement is an appurtenance to the following described parcel of land:

CERTAIN REAL PROPERTY SITUATE IN THE RANCHO SAN JOSE Y SUR CHIQUITO AS CONVEYED TO CLINTON EASTWOOD AND MARGARET EASTWOOD, BY DEED RECORDED SEPTEMBER 19, 1995 IN REEL 3277 PAGE 34, OFFICIAL RECORDS OF MONTEREY COUNTY, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED AS FOLLOWS:

A portion of that certain parcel of land described as "Adjusted Parcel O" in the Certificate of Compliance filed for record on January 14, 2016 in the Office of the Recorder for Monterey County, State of California, as Document: 2016002231, more particularly described as follows:

BEGINNING at a point in the northerly boundary of said "Adjusted Parcel O" at the most southwesterly corner of the above referenced "Adjusted Parcel A", said point identified as P.O.B. on Exhibit B2 attached hereto and made a part hereof; thence along the southerly boundary of said "Adjusted Parcel A"

- 1) South 84°29'45" East, 364.21 feet; thence leaving said southerly boundary of said "Adjusted Parcel A"
- 2) South 82°03'39" West, 491.67 feet; thence
- 3) South 70°49'39" West, 140.69 feet; thence
- 4) South 69°12'09" West, 105.63 feet; thence
- 5) South 62°12'09" West, 109.28 feet; thence
- 6) South 83°48'39" West, 163.97 feet; thence
- 7) North 70°41'21" West, 248.61 feet; thence
- 8) North 57°28'21" West, 123.71 feet; thence
- 9) North 60°08'21" West, 272.22 feet; thence
- 10) North 55°41'21" West, 107.90 feet to a point in the northerly boundary of said "Adjusted Parcel O"; thence along said northerly boundary
- 11) South 74°53'21" East (described as North 76°30'00" West in said Document: 2016002231), 189.92 feet; thence
- 12) South 78°45'21" East (described as North 80°22'00" West in said Document: 2016002231), 315.50 feet; thence
- 13) North 85°06'39" East (described as South 83°30'00" West in said Document: 2016002231), 441.50 feet; thence
- 14) South 81°23'21" East (described as North 83°00'00" West in said Document: 2016002231), 303.60 feet; thence
- 15) North 58°21'39" East (described as South 56°45'00" West in said Document: 2016002231), 55.21 feet to the POINT OF BEGINNING.

Containing 4.62 acres, more or less, as shown on Exhibit B2.

PARCEL 4

RESERVING THEREFROM A NON-EXCLUSIVE APPURTENANT EASEMENT IN PERPETUITY FOR THE PURPOSES OF INGRESS, EGRESS, AND FOR PUBLIC UTILITIES INCLUDING BUT NOT LIMITED TO WATER, SEWER, GAS AND DRAINAGE PIPES, POLES, OVERHEAD LINES, ELECTRICAL LINES, CABLE, TV, TELEPHONE, INTERNET, AND OTHER APPURTENANCES OVER, UNDER, AND UPON CERTAIN REAL PROPERTY SITUATE IN THE RANCHO SAN JOSE Y SUR CHIQUITO AS CONVEYED TO CLINTON EASTWOOD AND MARGARET EASTWOOD, BY DEED RECORDED SEPTEMBER 19, 1995 IN REEL 3277 PAGE 34, OFFICIAL RECORDS OF MONTEREY COUNTY, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED AS FOLLOWS:

A portion of that certain parcel of land described as "Adjusted Parcel O" in the Certificate of Compliance filed for record on January 14, 2016 in the Office of the Recorder for Monterey County, State of California, as Document: 2016002231, described more particularly as follows:

BEGINNING at a point in the westerly boundary of said "Adjusted Parcel O", distant North 35° 30' 40" East 7.07 feet from the most southwesterly corner, said point identified as P.O.B. on Exhibit B3 attached hereto and made a part hereof; thence along said westerly boundary of said "Adjusted Parcel O"

- 1) North 35° 30' 40" East, 59.70 feet; thence leaving said westerly boundary of said "Adjusted Parcel O"
- 2) South 67° 32' 13" East, 36.89 feet; thence
- 3) North 78° 25' 32" East, 78.53 feet to a point in the westerly boundary of that certain parcel of land described as "Adjusted Parcel P" in the Certificate of Compliance filed

- for record on January 14, 2016 in the Office of the Recorder for Monterey County, State of California, as Document: 2016002232; thence along said westerly boundary of said "Adjusted Parcel P" and along a non-tangent curve concave to the southeast, the center of which bears South 55° 30' 11" East, and having a radius of 19,870.00 feet
- 4) 28.81 feet along said curve through a central angle of 0° 04' 59"; thence leaving said westerly boundary of said "Adjusted Parcel P"
 - 5) South 78° 25' 32" West, 132.08 feet to the POINT OF BEGINNING.

Containing 3,179 square feet, more or less, as shown on Exhibit B3.

PARCEL 5

ALSO RESERVING THEREFROM A NON-EXCLUSIVE APPURTENANT EASEMENT IN PERPETUITY FOR THE PURPOSES OF PUBLIC UTILITIES INCLUDING BUT NOT LIMITED TO WATER, SEWER, GAS AND DRAINAGE PIPES, POLES, OVERHEAD LINES, ELECTRICAL LINES, CABLE, TV, TELEPHONE, INTERNET, AND OTHER APPURTENANCES OVER, UNDER, AND UPON CERTAIN REAL PROPERTY SITUATE IN THE RANCHO SAN JOSE Y SUR CHIQUITO AS CONVEYED TO CLINTON EASTWOOD AND MARGARET EASTWOOD, BY DEED RECORDED SEPTEMBER 19, 1995 IN REEL 3277 PAGE 34, OFFICIAL RECORDS OF MONTEREY COUNTY, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED AS FOLLOWS:

A 20 foot wide strip of land across a portion of that certain parcel of land described as "Adjusted Parcel O" in the Certificate of Compliance filed for record on January 14, 2016 in the Office of the Recorder for Monterey County, State of California, as Document: 2016002231, the centerline of which is described more particularly as follows:

BEGINNING at a point in the westerly boundary of said "Adjusted Parcel O", distant North 35° 30' 40" East 237.05 feet from the most southwesterly corner, said point identified as P.O.B. on Exhibit B4 attached hereto and made a part hereof; thence

- 1) South 59° 48' 40" East, 88.11 feet to a point in the westerly boundary that certain parcel of land described as "Adjusted Parcel P" in the Certificate of Compliance filed for record on January 14, 2016 in the Office of the Recorder for Monterey County, State of California, as Document: 2016002232.

The sidelines of said 20 foot wide strip of land shall be prolonged or foreshortened to intersect the boundary of said "Adjusted Parcel O" and the boundary of said "Adjusted Parcel P".

Containing 1,762 square feet, more or less, as shown on Exhibit B4.

PARCEL 6

TOGETHER WITH A NON-EXCLUSIVE APPURTENANT EASEMENT FOR INGRESS, EGRESS, ACCESS AND UTILITIES, OVER, UNDER AND UPON A STRIP OF LAND 20 FEET WIDE, SITUATE IN THE RANCHO SAN JOSE Y SUR CHIQUITO AS CONVEYED TO CLINTON EASTWOOD AND MARGARET EASTWOOD, BY DEED RECORDED SEPTEMBER 19, 1995 IN REEL 3277 PAGE 34, OFFICIAL RECORDS OF MONTEREY COUNTY, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED AS FOLLOWS:

A 20 foot wide strip of land across a portion of that certain parcel of land described as "Adjusted Parcel O" in the Certificate of Compliance filed for record on January 14, 2016 in the Office of the Recorder for Monterey County, State of California, as Document: 2016002231, the centerline of which is described more particularly as follows:

BEGINNING at a point in the westerly boundary of said "Adjusted Parcel O", distant North 35° 30' 40" East 36.92 feet from the most southwesterly corner, said point identified as P.O.B. on Exhibit B5 attached hereto and made a part hereof; thence

- 1) North 89°46'30" East, 52.46 feet; thence
- 2) North 78°25'32" East, 33.73 feet; thence
- 3) North 9°27'42" East, 75.85 feet; thence
- 4) North 26°53'32" East, 73.42 feet; thence
- 5) North 49°24'38" East, 133.06 feet; thence
- 6) North 19°45'47" East, 83.08 feet; thence
- 7) North 43°01'16" East, 127.71 feet; thence
- 8) North 28°53'45" East, 236.27 feet; thence
- 9) South 42°47'05" East, 227.32 feet; thence along the arc of a tangent curve, concave to the northeast, having a radius of 200.00 feet
- 10) 162.25 feet along said curve, through a central angle of 46°28'56", thence
- 11) South 89°16'01" East, 446.29 feet to a point distant North 0°20'23" East, 10.00 feet from the southerly boundary of said "Adjusted Parcel O" and the northwesterly corner of "Development Parcel" as shown on the Record of Survey filed for record on December 9, 1997 in the Office of the Recorder for Monterey County, State of California, at Volume 21, Surveys, Page 78; thence parallel with and 10.00 feet northerly of, said southerly boundary of "Adjusted Parcel O" the following three courses
- 12) South 89°39'37" East, 938.58 feet; thence along the arc of a tangent curve, concave to the north, having a radius of 3990.00 feet
- 13) 1190.55 feet along said curve, through a central angle of 17°05'46", thence
- 14) North 73°14'37" East, 892.08 feet to the POINT OF TERMINATION, said point being distant North 46°40'43" East, 22.36 feet from the southerly boundary of said "Adjusted Parcel O" and the northeasterly corner of said "Development Parcel".

The sidelines of said 20 foot wide strip of land shall be prolonged or foreshortened to intersect the boundary of said "Adjusted Parcel O".

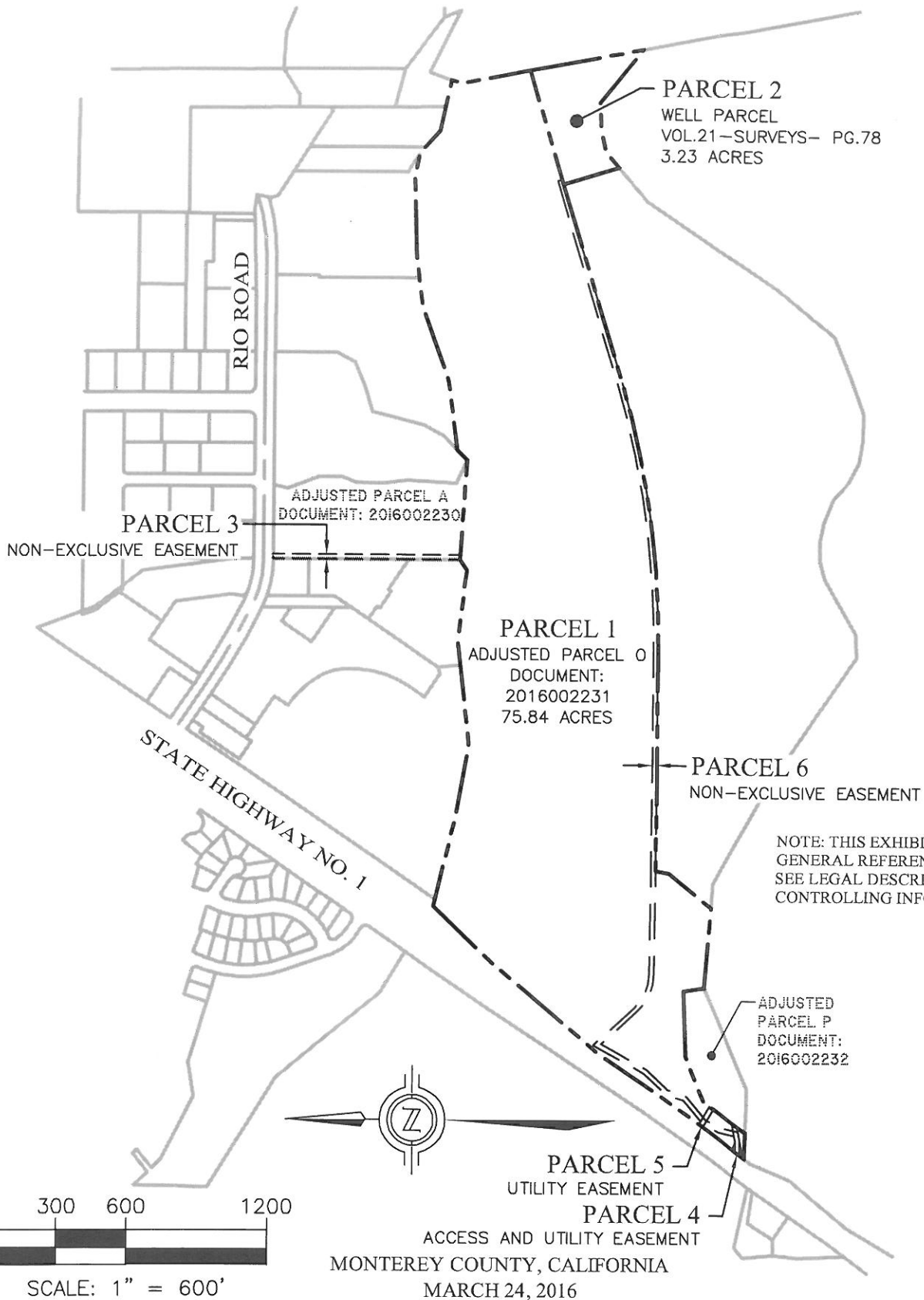
Containing 2.145 Acres, more or less, as shown on Exhibit B5.

The aforesaid non-exclusive easement is an appurtenance to the following described parcel of land:

"Well Parcel" as shown on the Record of Survey filed for record on December 9, 1997 in the Office of the Recorder for Monterey County, State of California, at Volume 21, Surveys, Page 78, containing 3.23 Acres, more or less, as shown on Exhibit B1 attached hereto.

END OF DESCRIPTION

EXHIBIT B1



NOTE: THIS EXHIBIT IS FOR
GENERAL REFERENCE ONLY.
SEE LEGAL DESCRIPTION FOR
CONTROLLING INFORMATION.

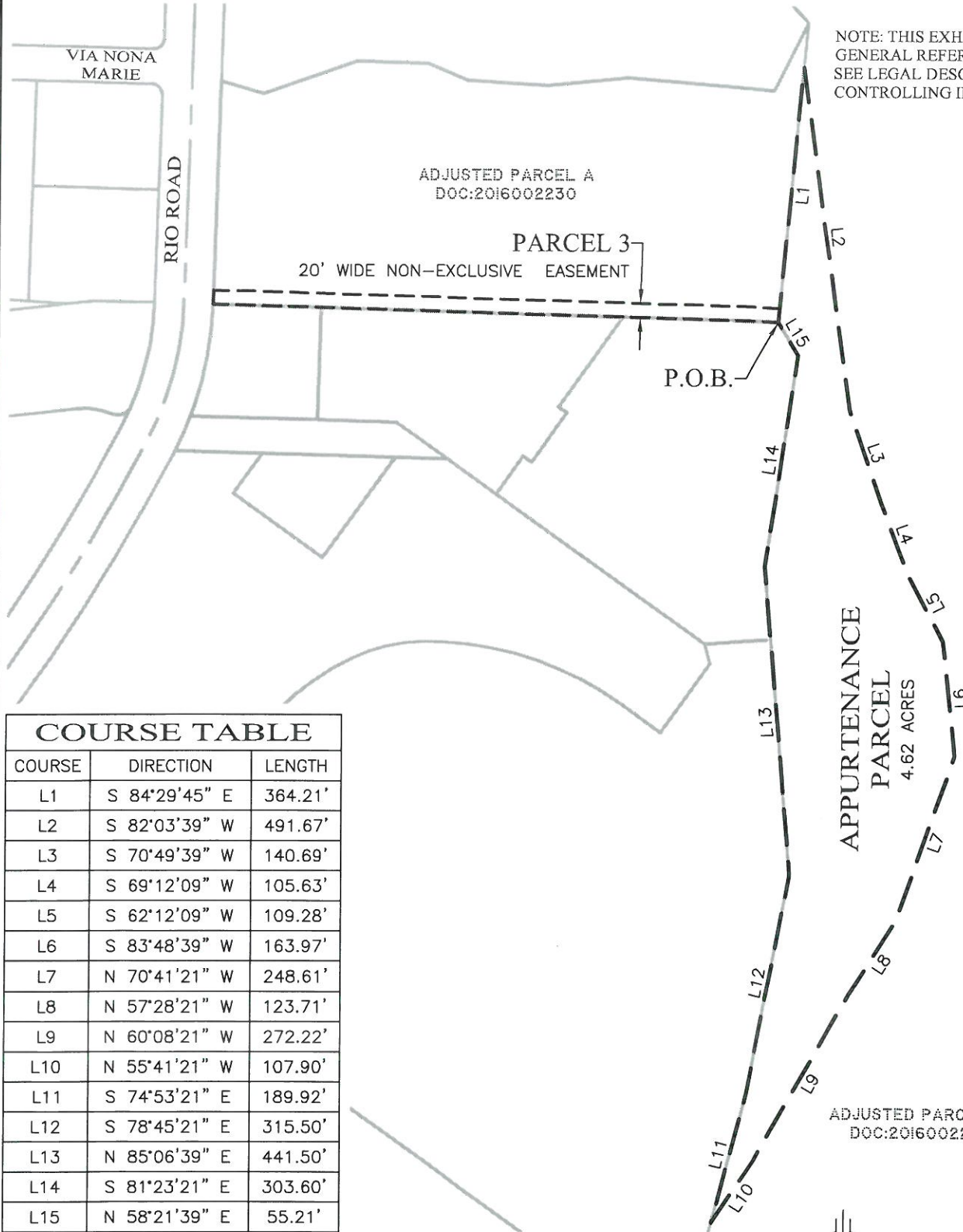
ADJUSTED
PARCEL P
DOCUMENT:
2016002232

PARCEL 5
UTILITY EASEMENT
PARCEL 4
ACCESS AND UTILITY EASEMENT
MONTEREY COUNTY, CALIFORNIA
MARCH 24, 2016

0 300 600 1200
SCALE: 1" = 600'

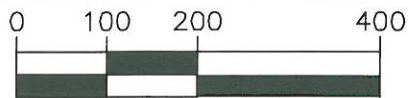
EXHIBIT B2

NOTE: THIS EXHIBIT IS FOR GENERAL REFERENCE ONLY. SEE LEGAL DESCRIPTION FOR CONTROLLING INFORMATION.



COURSE TABLE

COURSE	DIRECTION	LENGTH
L1	S 84°29'45" E	364.21'
L2	S 82°03'39" W	491.67'
L3	S 70°49'39" W	140.69'
L4	S 69°12'09" W	105.63'
L5	S 62°12'09" W	109.28'
L6	S 83°48'39" W	163.97'
L7	N 70°41'21" W	248.61'
L8	N 57°28'21" W	123.71'
L9	N 60°08'21" W	272.22'
L10	N 55°41'21" W	107.90'
L11	S 74°53'21" E	189.92'
L12	S 78°45'21" E	315.50'
L13	N 85°06'39" E	441.50'
L14	S 81°23'21" E	303.60'
L15	N 58°21'39" E	55.21'



SCALE: 1" = 200'

MONTEREY COUNTY, CALIFORNIA
MARCH 24, 2016

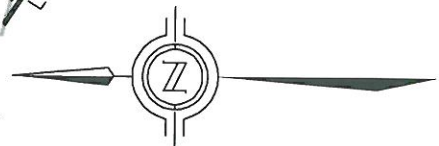


EXHIBIT B3

NOTE: THIS EXHIBIT IS FOR
GENERAL REFERENCE ONLY.
SEE LEGAL DESCRIPTION FOR
CONTROLLING INFORMATION.

STATE HIGHWAY NO. 1

ADJUSTED PARCEL O
DOC: 2016002231

ADJUSTED PARCEL P
DOC: 2016002232

N 78°25'32" E 78.53'
S 67°32'13" E 36.89'
N 35°30'40" E 59.70'

P.O.B.

N 35°30'40" E 7.07'

S 78°25'32" W 132.08'

$\Delta=0^{\circ}04'59''$
 $R=19,870.00'$
 $L=28.81'$

PARCEL 4
DRIVEWAY AND UTILITY EASEMENT
3179 SF

S 55°30'11" E 19,870.00'
(TO CENTER)



SCALE: 1" = 150'

MONTEREY COUNTY, CALIFORNIA
MARCH 24, 2016

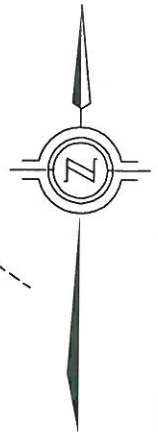


EXHIBIT B4

NOTE: THIS EXHIBIT IS FOR
GENERAL REFERENCE ONLY.
SEE LEGAL DESCRIPTION FOR
CONTROLLING INFORMATION.

ADJUSTED PARCEL O
DOC: 2016002231

P.O.B.

STATE HIGHWAY NO. 1

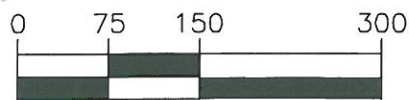
PARCEL 5
UTILITY EASEMENT
1762 SF

ADJUSTED PARCEL P
DOC: 2016002232

N 35°30'40" E
237.05'

20.00'

S 59°48'40" E 88.11'



SCALE: 1" = 150'

MONTEREY COUNTY, CALIFORNIA
MARCH 24, 2016

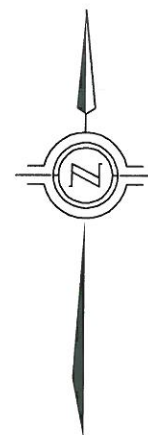
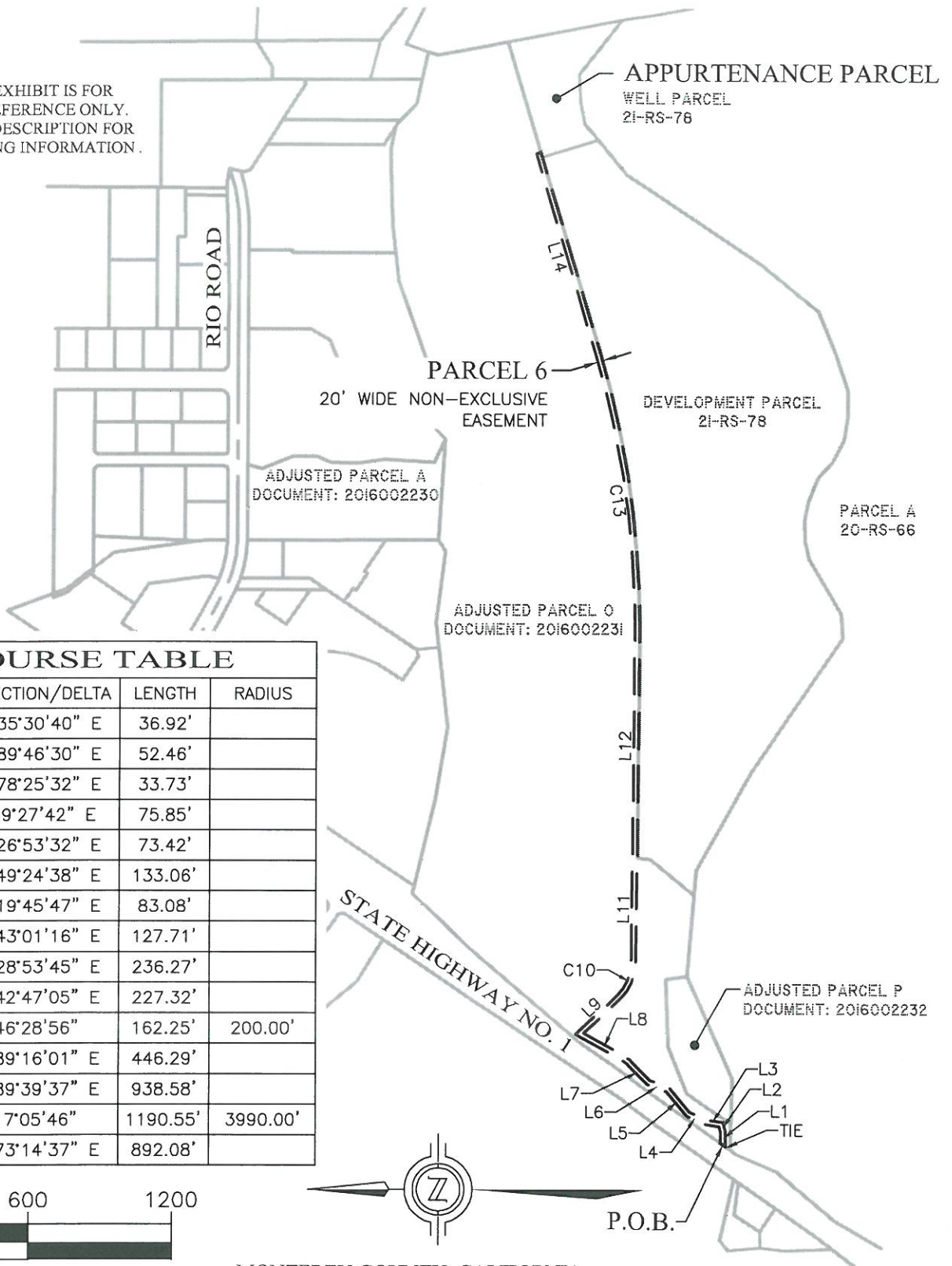


EXHIBIT B5

NOTE: THIS EXHIBIT IS FOR
GENERAL REFERENCE ONLY.
SEE LEGAL DESCRIPTION FOR
CONTROLLING INFORMATION.

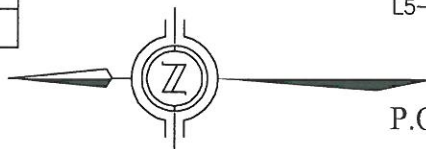


COURSE TABLE

COURSE	DIRECTION/DELTA	LENGTH	RADIUS
TIE	N 35°30'40" E	36.92'	
L1	N 89°46'30" E	52.46'	
L2	N 78°25'32" E	33.73'	
L3	N 9°27'42" E	75.85'	
L4	N 26°53'32" E	73.42'	
L5	N 49°24'38" E	133.06'	
L6	N 19°45'47" E	83.08'	
L7	N 43°01'16" E	127.71'	
L8	N 28°53'45" E	236.27'	
L9	S 42°47'05" E	227.32'	
C10	46°28'56"	162.25'	200.00'
L11	S 89°16'01" E	446.29'	
L12	S 89°39'37" E	938.58'	
C13	17°05'46"	1190.55'	3990.00'
L14	N 73°14'37" E	892.08'	



SCALE: 1" = 600'



MONTEREY COUNTY, CALIFORNIA
MARCH 24, 2016

CERTIFICATE OF ACKNOWLEDGMENT BY NOTARY PUBLIC
[California Civil Code § 1189]

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

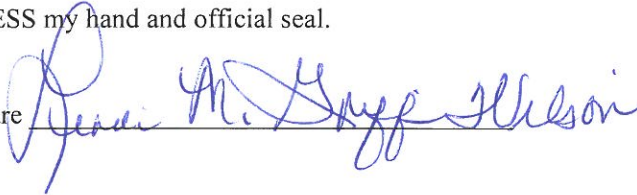
State of California)
County of Monterey) ss.

On April 28, 2016, before me, Linda M. Griffin-Wilson, a Notary Public, personally appeared Clinton Eastwood, 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)



CERTIFICATE OF ACKNOWLEDGMENT BY NOTARY PUBLIC
[California Civil Code § 1189]

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

State of California)
County of Monterey) ss.

On June 17, 2016, before me, Linda M. Griffin-Wilson, a Notary Public, personally appeared Margaret Eastwood, 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

Linda M. Griffin-Wilson

(Seal)

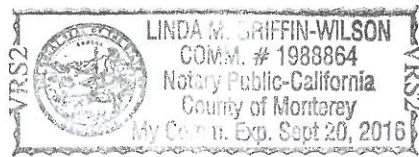


Exhibit B – 4: MPRPD

LEGAL DESCRIPTION

All that certain real property situated in the County of Monterey, State of California, described as follows:

APN: 157-121-001

All that part of the Rancho El Potrero De San Carlos in Monterey County, State of California, bounded and described as follows:

Beginning at a 6" X 6" post marked SC4, WP, standing at the patent survey corner SC4 of the Rancho El Potrero De San Carlos; thence along the boundary between the Rancho San Jose y Sur Chiquito and said Rancho El Potrero De San Carlos

- 1) S. 10° 44' 53" E., 4273.6 feet at 767.3 feet to a 1 Inch steel bar 30 Inches long top flush with the ground standing at the corner of a 605.41 acre tract conveyed by Elizabeth Ann Oliver to Sydney W. Fish by Deed Dated April 28, 1927, and Recorded in Volume 111, Page 284 Official Records in the Office of the Recorder of Monterey County from which a 4" X 4" post marked EA 0, WP standing in fence bears N. 64° 55' E., 48.1 feet distant and the Northerly branch of a double live oak 24 inches in diameter marked EO, BT bears S. 76° 25' E., 83.5 feet distant at 2898.0 feet a 4" X 4" post marked 12 bears S. 79° 15' W., 7.2 feet distant 4273.6 feet to a 4" X 5" post marked SF, S, standing in fence at corner of a 552.03 acre tract conveyed by Rancho San Carlos, Inc., to S. W. Fish, et ux., by Deed Dated January 27, 1933, and Recorded In Volume 356, Page 228 of Official Records In the Office of the Recorder of Monterey County; thence leaving the above mentioned Rancho boundary and with the boundary of the said 552.03 acre tract,
- 2) S. 86° 09' E., 825.8 feet to a 4" X 4" post marked SF, R from which a live oak 12 inches diameter bears N. 22° 30' E., 77.9 feet distant; thence
- 3) S. 46° 41" E., 588.3 feet to a 4" X 5" post marked SF, Q; thence leaving the boundaries of the said 552.03 acre tract and running
- 4) N. 79° 15' E., 325.3 feet to a 4" X 5" post marked SF, SEC; thence
- 5) N. 10° 44' 53" W., 4633.5 feet parallel with the boundary between the Rancho El Potrero De San Carlos and the Rancho San Jose y Sur Chiquito to a 4" X 4" post marked SF, NEC, standing in the patent survey boundary of the Rancho El Potrero De San Carlos; thence along the patent survey boundaries of the said Rancho with the following three courses and distances:
- 6) N. 87° 31' W., 1190.3 feet to a 4" x 4" post marked SCW,
- 7) N. 64° 31' w., 298.9 feet to post SCX and
- 8) S. 18° 29' W., 142.8 feet to the place of beginning.

Exhibit B – 5: Eastwood