

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:
Monterey County Water Resources Agency
1441 Schilling Place, Salinas CA 93901
Attention: Brent Buche

SPACE ABOVE THIS LINE FOR RECORDER'S USE

EASEMENT AGREEMENT

The undersigned Grantors declare:

THERE IS NO DOCUMENTARY TRANSFER TAX DUE
No consideration for this agreement and the value of the non-exclusive
easement is less than One Hundred Dollars (\$100) and is exempt, per
Revenue and Taxation Code § 11911.

APN: 080-111-002
080-121-016
080-121-029
080-121-015

THIS EASEMENT AGREEMENT ("**Agreement**") is made this ____ day of October 2018, by and between ANGUS RANCH, LLC, a California limited liability company ("**Angus Ranch**"), MONTEREY COUNTY WATER RESOURCES AGENCY ("**Agency**"), and JEFFREY ALAN CARLTON ("**Grantee**"). Angus Ranch and the Agency are collectively referred to herein as the "**Grantors**."

RECITALS

A. Grantee owns certain real property ("**Grantee's Property**") located in the County of San Luis Obispo, State of California, which is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

B. Angus Ranch owns that certain real property ("**Angus Ranch Property**") located in the County of San Luis Obispo, State of California, which is more particularly described in Exhibit "B" attached hereto and incorporated herein by reference.

C. Agency owns that certain real property ("**Agency Property**") located in the County of San Luis Obispo, State of California, which is more particularly described in Exhibit "C" attached hereto and incorporated herein by reference. The Angus Ranch Property and the Agency Property are sometimes referred to herein as the "**Grantors' Properties**."

D. Grantee currently possesses an easement, 60 feet in width, over Grantors' Properties as set forth in that certain deed dated August 12, 1969, and recorded in the Official Records of San Luis Obispo County on March 2, 1970 as Document No. 4739 (the "**Easement**"). The Easement is a floating easement across Grantors' Property and its exact location is not specified in the deed or other recorded document.

E. For their mutual benefit, Grantors and Grantee now desire to eliminate any uncertainty regarding the location of the Easement and specify its exact location, on the terms and conditions set forth herein.

NOW, THEREFORE, the Grantors and Grantee mutually agree as follows:

1. **Location of Easement.** The location of the Easement shall be fixed on those portions of Grantors' Properties as specifically described and depicted on Exhibit "D" attached hereto and incorporated herein by reference.

2. **Scope of Easement.** The Easement shall be nonexclusive and shall be for the purposes of ingress, egress, roadway use and the installation, use, maintenance, repair, replacement and operation of utilities (public or private), including water, gas, electricity, cable, television, telephone, sewer and the like.

3. **Dominant and Servient Tenements.** The Easement is for the benefit of Grantee's Property and shall be appurtenant to Grantee's Property. Grantee's Property is the dominant tenement and Grantors' Properties are the servient tenements.

4. **Covenants Running With Land.** Each and all of the covenants, restrictions, conditions and provisions contained in this Agreement, whether affirmative or negative in nature, are made for the direct, mutual and reciprocal benefit of each parcel of land described herein and will constitute covenants running with the land.

5. **Successors.** This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective successors and assigns.

6. **Current Condition.** Grantors provide the Easement property (Exhibit D) to Grantee "As Is" in its current condition with all faults and without representation or warranty. Grantors make no representation or warrant as to the suitability of the Easement property for Grantee's purposes.

7. **Indemnification.** To the fullest extent permitted by law, Grantee shall hold harmless, defend at his own expense, and indemnify Grantors, their officers, employees, agents, volunteers, and their successors in interest, against any and all liability, claims, losses, damages or expenses, including reasonable attorney fees and costs, arising from all acts or omissions of Grantee or his contractors, officers, agents, or employees arising from the use of the Easement.

8. **Attorney Fees.** In the event of any controversy, claim, or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the other party reasonable expenses, attorney fees and costs.

9. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect, and shall in no way be impaired or invalidated. The parties agree to substitute for the invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intent and economic effect of the invalid or unenforceable provision.

10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF this Agreement is executed by the parties on the dates set forth below.

GRANTORS:

Dated: October ____, 2018

Monterey County Water Resources Agency

By: _____
David E. Chardavoyne, General Manager

Dated: October ____, 2018

Angus Ranch, LLC,
a California Limited Liability Company

By: _____

Title: _____

GRANTEE:

Dated: October ____, 2018

By: _____
Jeffrey Alan Carlton

Approved as to Form:

Kelly L. Donlon
Deputy County Counsel

Dated: _____

Exhibit “A”

Legal Description – Grantee’s Property

PARCEL 1:

The southwest quarter of the southwest quarter of the southwest quarter of Section 30, also known as the southwest quarter of Lot 4 of Section 30, Township 25 South, Range 10 East, Mount Diablo Meridian, in the County of San Luis Obispo, State of California, according to the official plat thereof.

PARCEL 2:

The southeast quarter of the southeast quarter of the southeast quarter of Section 25, Township 25 South, Range 9 East, Mount Diablo Meridian, in the County of San Luis Obispo, State of California, according to the official plat thereof.

Together with a non-exclusive right to access to the water surface of Nacimiento Lake in Districts (Monterey County Flood Control and Water Conservation District) property within the south half of the southwest quarter of the southeast quarter of the southeast quarter of Section 25 and the north half of the northwest quarter of the northeast quarter of the northeast quarter of Section 36, Township 25 South, Range 9 East, Mount Diablo Meridian.

Also together with an easement 60 feet wide for roadway purposes to provide ingress and egress and for public utilities commencing at the South Boundary of Section 30, Township 25 South, Range 10 East, Mount Diablo Meridian, and thence in a general northwesterly direction to the above described property.

APNs: 080-111-002; 080-121-016

Exhibit “B”

Legal Description – Angus Ranch Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SAN LUIS OBISPO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Government Lots 1 and 2 and the Northeast quarter of the Northwest quarter of Section 31, Township 25 South, Range 10 East, Mount Diablo Base and Meridian, in the County of San Luis Obispo, State of California, according to the Official Plat thereof.

APN: 080-121-029

Exhibit "C"

Legal Description – Agency Property

The following described real property in the County of San Luis Obispo, State of California:

BEGINNING at a point 1,424 feet more or less South of the Northeast corner of Section 1, T. 25 S., R. 10 E., M.D.B. & M. and thence along the following courses and distances:

- 1) S. 68° 07' 43" W., 226.05 feet; thence
- 2) S. 82° 48' 43" W., 119.32 feet; thence
- 3) S. 36° 23' 35" W., 65.94 feet; thence
- 4) S. 70° 33' 02" W., 355.07 feet; thence
- 5) N. 68° 36' 51" W., 168.65 feet; thence
- 6) N. 69° 54' 51" W., 228.53 feet; thence
- 7) N. 68° 15' 41" W., 171.47 feet; thence
- 8) N. 77° 18' 26" W., 84.25 feet; thence
- 9) S. 78° 59' 10.55" W., 422.99 feet; thence
- 10) N. 86° 18' 47" W., 242.12 feet; thence
- 11) N. 59° 52' 59" W., 801.27 feet to a point on the North-South centerline of Section 1, T. 25 S., R. 10 E., M.D.B. & M.; thence along said North-South centerline
- 12) N. 0° 04' 40" W., 70.19 feet; thence leaving said North-South centerline
- 13) S. 60° 50' 25" E., 816.51 feet; thence
- 14) N. 86° 54' 06" E., 222.57 feet; thence
- 15) N. 83° 33' 12" E., 519.87 feet; thence
- 16) S. 61° 45' 09" E., 560.34 feet; thence
- 17) N. 74° 20' 50" E., 218.86 feet; thence
- 18) N. 49° 42' 13" E., 126.59 feet; thence
- 19) N. 74° 24' 48" E., 404.55 feet; thence
- 20) S. 65.00 feet to the point of beginning.

CONTAINING 5.10 acres, more or less.

APN: 080-021-015

Exhibit "D"

Description and Depiction of Easement

Being a strip of land located in Section 30 and 31, Township 25 South, Range 10 East, Mount Diablo Meridian, in the County of San Luis Obispo, California; said strip being 40 feet in width, the centerline being more particularly described as follows:

Beginning at a point in the north line of the southwest one-quarter of Government Lot 4 in said Section 30, said Point of Beginning being distant North 31° 49' 57" East 766.83 feet from the southwest corner of said Section 30; thence along the following courses:

- 1st: North 50° 41' 23" East 375.64 feet; thence
- 2nd: North 80° 29' 00" East 434.69 feet; thence
- 3rd: South 19° 18' 12" East 130.49 feet; thence
- 4th: South 0° 03' 33" West 228.69 feet; thence
- 5th: South 29° 33' 59" West 137.46 feet; thence
- 6th: South 12° 04' 23" West 253.48 feet; thence
- 7th: South 10° 09' 28" East 242.96 feet; thence
- 8th: South 55° 37' 25" East 133.36 feet; thence
- 9th: South 14° 49' 01" East 87.03 feet; thence
- 10th: South 61° 46' 08" East 142.87 feet; thence
- 11th: South 43° 43' 20" East 316.78 feet; thence
- 12th: South 17° 39' 19" West 149.18 feet; thence
- 13th: South 7° 00' 06" East 244.91 feet; thence
- 14th: South 30° 23' 20" East 324.12 feet; thence
- 15th: South 51° 13' 11" East 378.11 feet; thence
- 16th: South 20° 47' 54" West 389.40 feet; thence
- 17th: South 84° 15' 54" West 452.32 feet; thence
- 18th: South 46° 01' 51" West 165.79 feet; thence
- 19th: North 86° 42' 32" West 156.61 feet; thence
- 20th: South 62° 03' 17" West 119.48 feet; thence
- 21st: South 6° 48' 26" East 155.27 feet; thence

[legal description continued on following page]

[continuation of legal description]

22nd: South 50° 14' 50" East 237.68 feet; thence
23rd: South 26° 42' 17" West 85.73 feet; thence
24th: South 80° 44' 58" West 357.40 feet; thence
25th: South 21° 27' 53" West 151.39 feet; thence
26th: South 31° 16' 01" West 113.12 feet; thence
27th: South 14° 41' 53" West 164.13 feet; thence
28th: South 24° 24' 53" East 81.87 feet; thence
29th: South 65° 34' 00" East 131.75 feet; thence
30th: South 23° 31' 15" East 137.26 feet; thence
31st: South 12° 21' 41" West 138.39 feet; thence
32nd: South 30° 19' 08" East 90.86 feet; thence
33rd: South 79° 42' 07" East 126.93 feet; thence
34th: South 17° 28' 07" East 103.51 feet; thence
35th: South 61° 15' 19" East 129.64 feet; thence
36th: South 35° 24' 44" East 108.14 feet; thence
37th: South 70° 22' 44" East 271.11 feet; thence
38th: South 34° 29' 56" East 242.39 feet; thence
39th: South 62° 43' 44" East 198.45 feet to the Point of Termination at a locked steel gate in the centerline of County Road Number 20, San Luis Obispo County; said Point of Termination being distant South 57° 08' 15" East 2277.04 feet from the West one-quarter corner of said Section 31.

Excepting therefrom any portion lying within County Road Number 20 (also known as Angus Ranch Road), San Luis Obispo County, California.