

Attachment A

RECORDING REQUESTED BY)
AND WHEN RECORDED RETURN TO:)
)
County of Monterey)
Resource Management Agency)
Attn: Real Property Specialist)
1441 Schilling Place, South Bldg., 2nd Floor)
Salinas, California 93901)
)

APN: 117-323-011, 117-323-012 and 117-323-013

Space above this line for Recorder's use

RECIPROCAL ACCESS AND PARKING EASEMENT AGREEMENT

This Reciprocal Access and Parking Easement Agreement ("Agreement") is made and entered into on the _____ day of _____, 2018, in Monterey California by and between the COUNTY OF MONTEREY, a political subdivision of the State of California ("County") and the ROMAN CATHOLIC BISHOP OF MONTEREY, a corporation sole ("Church"), each referred to as a "party" and collectively as the "parties."

RECITALS

WHEREAS, the County owns that certain improved real property located at 29, 29A and 29B Bishop Street, in the township of Pajaro, California, more particularly described as APN 117-323-013 in **Exhibit "A,"** attached hereto and incorporated herein by this reference ("County Property"). Located on the County Property are a historical building (Porter Vallejo Mansion) and a community center, together with 16 parking spaces.

WHEREAS, the Church owns that certain improved real property located at 100 Salinas Road, in the township of Pajaro, California, more particularly described as APN 117-323-011 and 117-323-012 in **Exhibit "B,"** attached hereto and incorporated herein by this reference ("Church Property"). Located on the Church Property are a church, and parish hall, together with 114 parking spaces.

WHEREAS, the County and the Church, by this Agreement, wish to grant reciprocal easement for access and parking to each other for the purposes and subject to limitations described below.

NOW THEREFORE, the parties agree as follows:

1. Grant of Reciprocal Parking Rights. The County hereby grants to the Church a non-exclusive right to use the sixteen (16) parking spaces located on County Property more particularly described in the diagram attached hereto as "County and Church Parking Areas" and marked as **Exhibit "C"** and incorporated herein by reference ("County Parking Lot). Both

parties understand that an additional seven (7) parking spaces will be created with the completion of the County Property Parking Area Improvements described in **Exhibit "F"** and upon completion will be deemed incorporated into the definition of County Parking Lot and subject to the same terms and conditions of this Agreement.

The Church hereby grants to the County a non-exclusive right to use the thirty-six parking spaces located on Church Property more particularly described in the diagram attached hereto as "County and Church Parking Areas" and marked as **Exhibit "C"**, and incorporated herein by reference ("Church Parking Lot"). The County Parking Lot and Church Parking Lot shall collectively be referred to as the "Parking Lots" and each a "Parking Lot".

2. Grant of Reciprocal Easements. The County hereby grants to the Church an access and parking easement on County Property more particularly described in **Exhibit "D"**, and incorporated herein by reference ("Access and Parking Easement-County Parcel").

The Church hereby grants to the County an access and parking easement on Church Property more particularly described in **Exhibit "E"**, and incorporated herein by reference ("Access and Parking Easement-Church Parcel").

Both parties understand that the reciprocal easements mentioned above are needed prior to County Parking Area Improvements described in **Exhibit "F"**, and incorporated herein by reference ("County Property Parking Area Improvements").

3. Purpose. The easement rights granted in this Agreement shall be used for the purpose of access to and parking in the Parking Lots located on each of the respective party's real property and more specifically shown in **Exhibit "C"**.

4. Hours of Use. The use of the Church Parking Lot by County staff, tenants and visiting general public will be limited to Monday through Friday from 7:00 a.m. until 5:00 p.m. and Saturday from 7:00 a.m. until 12:00 noon.

The use of the County Parking Lot by Church parishioners and staff will be limited to the hours before 8:00 a.m. and after 5:00 p.m. on Monday through Friday after the hour of 12:00 noon on Saturday, and all day and evening every Sunday.

The parties may agree to non-exclusive use of the Church and County Parking Lots outside of the times set forth above. Any such agreed upon use will be subject to all other terms of this Agreement.

Maintenance. Each party shall maintain its own Parking Lot. Each party, at their own cost, shall promptly repair any damage to either Parking Lot caused by that party or its agents, employees, invitees. Each party agrees to give the other party prompt notice of the occurrence of any damage to the respective Parking Lot to the address set forth herein. The parties agree that maintenance shall include the pavement of the Parking Lot surface in good repair and free of hazards to pedestrians and automobiles, striping spaces pursuant to minimum requirements of the County of Monterey, located on each party's respective Parking Lot.

5. Term. The term of this Agreement shall commence on the date last written below and continue for a period of twenty-five (25) years, subject to earlier termination as set forth in Sections 6 and 7 below.

Whether upon expiration of the twenty-five (25) years term, or upon termination as set forth in Sections 6 and 7 below, and notwithstanding any other provision of this Agreement, the County shall not be obligated to remove any County Parking Area Improvements described in **Exhibit "F"**, constructed within the access and parking easement on Church Property more particularly described in **Exhibit "E"**.

6. Character of Easement. The easement and rights granted by the Church in this Agreement are granted in gross to the County. This Agreement shall terminate immediately and without any further action or notice at such time as the County no longer owns the County Property.

7. Termination for Moral Objections. This Agreement may be terminated by the Church without the consent and over any objection of the County if at any time the County Property is used for engaging in any conduct or having any purpose which is inconsistent with the religious philosophy and purpose of the Church, which shall be determined by the Church in its sole discretion.

8. Uses. Uses in the Parking Areas shall be limited to parking of motor vehicles. No oversized vehicles are permitted. Oversized vehicles are those that exceed any of the following measurements: 25 feet long, or 80 inches wide, or 82 inches tall.

9. Indemnification. County agrees to indemnify, defend, and hold the Church harmless from and against any and all injury, loss, damage, or liability (or any claims in respect to the foregoing), cost or expenses (including reasonable attorneys' fees and court costs) arising directly from the County's, its employees', agents', independent contractors', or invitees' use of the Church Property, or the County's breach of this Agreement, except to the extent attributable to the Church's gross negligence or willful misconduct.

The Church agrees to indemnify, defend, and hold the County harmless from and against any and all injury, loss, damage, or liability (or any claims in respect to the foregoing), cost or expenses (including reasonable attorneys' fees and court costs) arising directly from the Church's, its employees', agents', independent contractors', or invitees' use of the County Property, or the Church's breach of this Agreement, except to the extent attributable to the County's gross negligence or willful misconduct.

10. Insurance. Each of the parties shall obtain and keep in force during the term of this Agreement a policy of commercial general liability insurance with broad form general liability endorsement, and/or a program of self insurance in the amount not less than \$1,000,000 per occurrence for bodily injury, property damage and personal injury.

11. Notice. Any notice, demand or communication under, or in connection with this Agreement may be served upon each party by personal service, by electronic transmission, by facsimile or by mailing the same by certified mail in the United States Post Office; postage prepaid; and directed to:

County: County of Monterey, Resource Management Agency
c/o Administrative Services, Real Property Specialist
1441 Schilling Place, South Building, 2nd Floor
Salinas, California, 93901

Church: Diocese of Monterey, Administration
c/o Director of Finance
P.O. Box 2048
Monterey, California, 93942

Notice shall be deemed satisfied within one (1) business day if provided by personal service, by electronic transmission or by facsimile. Notice shall be deemed satisfied within three (3) business days if provided by certified mail. Either party may change such address by notifying the other party in writing as to such new address as the parties may desire used and which address shall constitute as the address until further written notice.

12. Entire Agreement. This Agreement contains the sole and entire agreement of the parties, and correctly sets forth the rights, duties and obligations of each to the other, any prior agreement, promises, negotiations, or representation not expressly set forth in this Agreement are hereby superseded and of no force and effect.

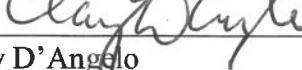
13. Counterparts. This Agreement may be executed in counterparts original, all of which together when executed, shall be deemed to be one (1) instrument.

14. Recording. A full original of this Agreement shall be recorded in the Office of the Clerk-Recorder for Monterey County.

IN WITNESS WHEREOF, this Agreement is executed on the day and year first above written.

Church:

ROMAN CATHOLIC BISHOP OF MONTEREY,
a corporation sole

By: 
Clancy D'Angelo
Roman Catholic Bishop of Monterey, Director of Finance

APPROVED AS TO FORM:


Susan A. Mayer
Roman Catholic Bishop of Monterey, General Counsel

ACKNOWLEDGEMENT

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)

) SS.

COUNTY OF MONTEREY)

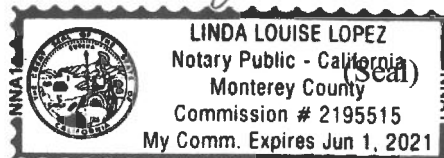
On October 25 2018 before me,
Linda Louise Lopez, a Notary Public, personally appeared
Clancy D'Angelo, who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
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 Louise Lopez



County:

COUNTY OF MONTEREY,

a political subdivision of the State of California

By: _____

Michael R. Derr
Contracts/Purchasing Officer

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL-RISK
MANAGEMENT

By:  _____

for Charles J. McKee, County Counsel-Risk Manager

By:  _____

Robert M. Shaw
Deputy County Counsel

ACKNOWLEDGEMENT

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)

) SS.

COUNTY OF MONTEREY)

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

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

WITNESS my hand and official seal.

Signature

(Seal)

EXHIBIT "A"

LEGAL DESCRIPTION

County Property (APN: 117-323-013)

That certain real property situated in Rancho Bolsa de San Cayetano, County of Monterey, State of California, and being that certain parcel of land conveyed from the Redevelopment Agency of the County of Monterey to the County of Monterey by deed dated January 25, 2017 and recorded January 30, 2017 as Document No. 2017005411 of the Official Records of Monterey County, said conveyed parcel being surveyed and shown as that certain "0.569 Ac." parcel of land on that certain map filed for record February 2, 1988 in Volume 15 of Surveys, at Page 97, Records of Monterey County.

EXHIBIT "B"

LEGAL DESCRIPTION

Church Property (APN: 117-323-011 and 117-323-012)

That certain real property situated in Rancho Bolsa de San Cayetano, County of Monterey, State of California, and being that certain parcel of land conveyed from the Estate of Fanny C. Porter, Dec'd, to the Roman Catholic Bishop of Monterey-Fresno (a corporation sole) by deed dated July 5, 1950 and recorded in Volume 1229 of Official Records, at Page 67, Records of Monterey County, and also being that certain parcel of land conveyed from H. V. Kadderly, as Trustee under that certain Trust Indenture dated September 14, 1939 to the Roman Catholic Bishop of Monterey-Fresno (a corporation sole) by deed dated January 25, 1956 and recorded January 30, 1956 in Volume 1677 of Official Records, at Page 87, Records of Monterey County, said conveyed parcels being surveyed and shown on that certain map filed for record May 8, 1991 in Volume 16 of Surveys, at Page 225, Records of Monterey County.

EXHIBIT "C"

County and Church Parking Areas

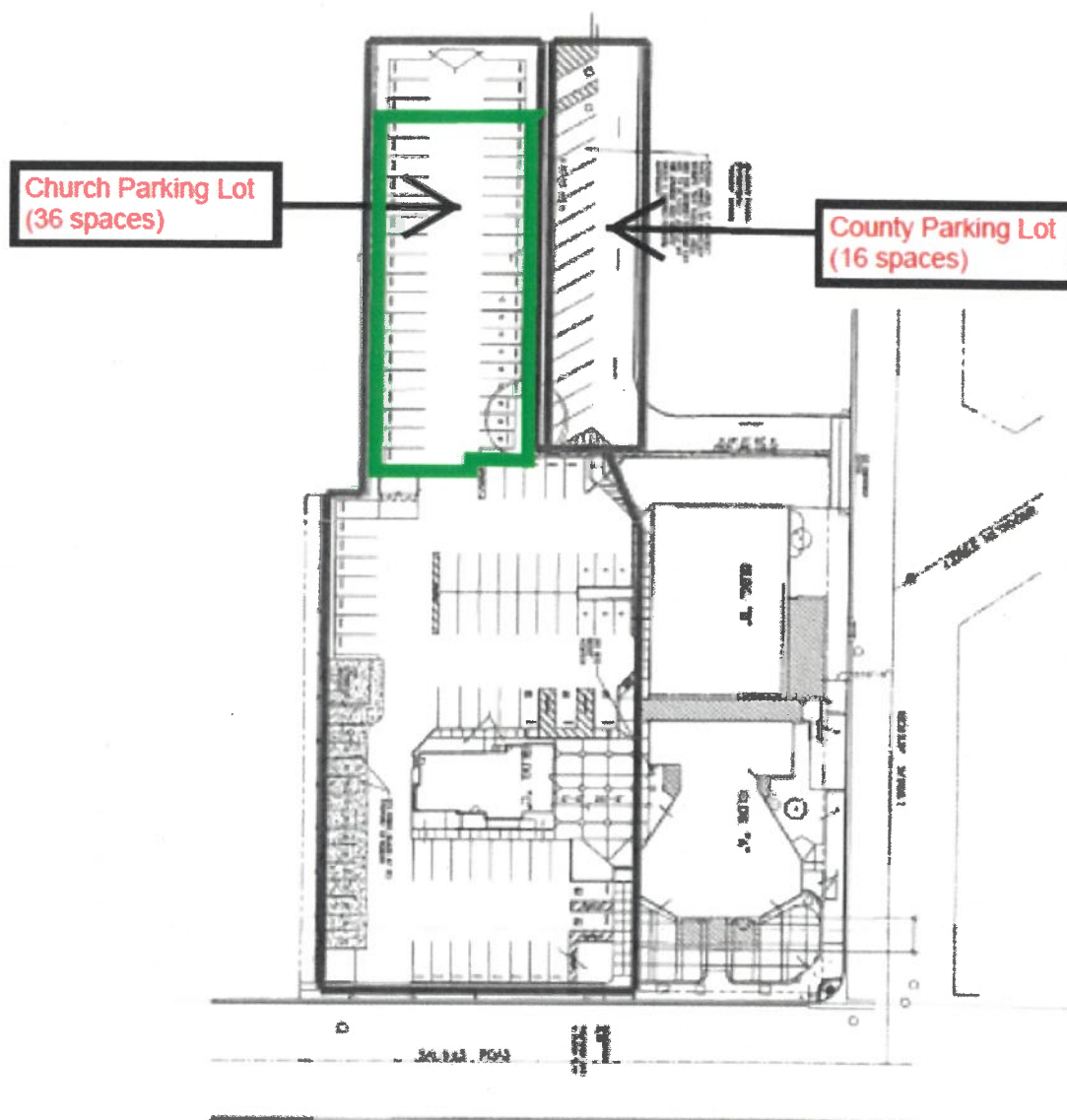


EXHIBIT "D"

LEGAL DESCRIPTION

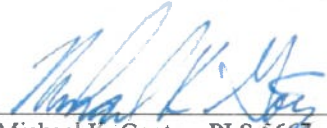
Access and Parking Easement – County Parcel

That certain real property situated in Rancho Bolsa de San Cayetano, County of Monterey, State of California, and being a portion of that certain parcel of land conveyed from the Redevelopment Agency of the County of Monterey to the County of Monterey by deed dated January 25, 2017 and recorded January 30, 2017 as Document No. 2017005411 of the Official Records of Monterey County, said conveyed parcel being surveyed and shown as that certain "0.569 Ac." parcel of land on that certain map filed for record February 2, 1988 in Volume 15 of Surveys, at Page 97, Records of Monterey County, said portion being more particularly described as follows:

Beginning at a 3/4 inch diameter iron pipe, tagged "LS 3304" marking the northeast corner of said conveyed parcel, said point being on the southerly line of Bishop Road, a County Road, 60 feet wide; thence from said Point of Beginning and leaving said southerly road line and along the easterly and southerly boundaries of said conveyed parcel, as said boundaries were resurveyed and shown on that certain map filed for record May 8, 1991 in Volume 16 of Surveys, at Page 225, Records of Monterey County

- 1) S. 04°26'47" E., 125.22 feet to the southeast corner of said parcel; thence
- 2) S. 86°16'30" W., 164.77 feet; thence leaving said southerly boundary
- 3) N. 03°43'30" W., 21.00 feet; thence
- 4) S. 86°16'30" W., 20.00 feet; thence
- 5) N. 03°43'30" W., 18.00 feet; thence
- 6) N. 86°16'30" E., 147.22 feet; thence tangentially curving
- 7) Northeasterly along the arc of a circular curve to the left with a radius of 20.00 feet (the center of which bears N. 03°43'30" W., 20.00 feet distant) through a central angle of 90°43'17" for an arc distance of 31.67 feet; thence leaving said curve and tangent thereto
- 8) N. 04°26'47" W., 65.97 feet to a point on the aforesaid southerly line of Bishop Road; thence along said road line
- 9) N. 86°18'00" E., 17.00 feet to the Point of Beginning.

The above described parcel is shown on the plat attached hereto and made a part hereof.


Michael K. Goetz – PLS 5667
County Surveyor
Monterey County, California

September 4, 2018



BISHOP ROAD (A County Road)

Found 3/4" iron
pipe, LS 3304

N 86°18'00" E

17.0

N 4°26'47" W
65.97

S 4°26'47" E 125.22

ROMAN CATHOLIC
BISHOP OF
MONTEREY-FRESNO
V 1229 OR 67

COUNTY OF MONTEREY
DOC. NO. 2017005411
SEE 15-SURVEYS-97

R=20.00 Δ=90°43'17" L=31.67

N 86°16'30" E 147.22

N 3°43'30" W
18.00

N 3°43'30" W
21.00

RECIPROCAL
ACCESS & PARKING
EASEMENT

164.77

S 86°16'30" W 190.22

S 86°16'30" W
20.00

ROMAN CATHOLIC BISHOP
OF MONTEREY-FRESNO
V 1677 OR 87

ROMAN CATHOLIC
BISHOP OF
MONTEREY-FRESNO
V 640 OR 435

SEE 16-SURVEYS-225

DATE: September 4, 2018

MICHAEL K. GOETZ - PLS
COUNTY SURVEYOR



SCALE: 1"=40'



COUNTY OF MONTEREY
RESOURCE MANAGEMENT AGENCY
OFFICE OF THE COUNTY SURVEYOR
1441 SCHILLING PLACE, SOUTH 2ND FLOOR
SALINAS, CALIFORNIA 93901
(831) 755-4800/FAX (831) 755-4958

RECIPROCAL ACCESS & PARKING EASEMENT
OFFICE OF THE AGRICULTURAL COMMISSIONER - NORTH COUNTY OFFICE
COUNTY TO CHURCH

MAP TO ACCOMPANY LEGAL DESCRIPTION

DATE	09/04/18	DRAWN	K: /SURVEYS/PROJECTS/PAJARO AREA	SHEET	1
SCALE	1"=40'	VIEW	PLAT COUNTY	OF	1

EXHIBIT "E"

LEGAL DESCRIPTION

Access and Parking Easement – Church Parcel

That certain real property situated in Rancho Bolsa de San Cayetano, County of Monterey, State of California, and being a portion of that certain parcel of land conveyed from the Estate of Fanny C. Porter, Dec'd, to the Roman Catholic Bishop of Monterey-Fresno (a corporation sole) by deed dated July 5, 1950 and recorded in Volume 1229 of Official Records, at Page 67, Records of Monterey County, and also being a portion of that certain parcel of land conveyed from H. V. Kadderly, as Trustee under that certain Trust Indenture dated September 14, 1939 to the Roman Catholic Bishop of Monterey-Fresno (a corporation sole) by deed dated January 25, 1956 and recorded January 30, 1956 in Volume 1677 of Official Records, at Page 87, Records of Monterey County, said conveyed parcels being surveyed and shown on that certain map filed for record May 8, 1991 in Volume 16 of Surveys, at Page 225, Records of Monterey County, said portions being more particularly described as follows:

PARCEL I

Beginning at a 3/4 inch diameter iron pipe, tagged "LS 3304" marking the northwest corner of said parcel conveyed from the Estate of Fanny C. Porter, Dec'd, said point being a point on the southerly line of Bishop Road, a County Road, 60 feet wide; thence from said Point of Beginning and along said road line

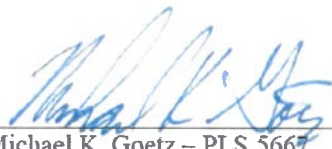
- 1) N. 86°18'00" E., 23.50 feet; thence leaving said road line
- 2) S. 04°26'47" E., 107.91 feet; thence
- 3) S. 85°33'13" W., 23.50 feet to a point on the westerly boundary of said parcel conveyed by Porter; thence along said westerly boundary
- 4) N. 04°26'47" W., 108.22 feet to the Point of Beginning.

PARCEL II

Beginning at the northeast corner of the aforesaid parcel conveyed from the H. V. Kadderly, as Trustee, from which point a 3/4 inch diameter iron pipe, tagged "LS 3304" marking the northwest corner of the aforesaid parcel conveyed from the Estate of Fanny C. Porter, Dec'd, bears N. 04°26'47" W., 125.22 feet distant; thence from said Point of Beginning

- 1) S. 04°26'47" E., 3.00 feet; thence
- 2) S. 86°16'30" W., 165.00 feet; thence
- 3) N. 03°43'30" W., 3.00 feet to a point on the northerly boundary of said parcel conveyed by Kadderly; thence along said northerly boundary
- 4) N. 86°16'30" E., 164.77 feet to the Point of Beginning.

The above described parcels are shown on the plat attached hereto and made a part hereof.

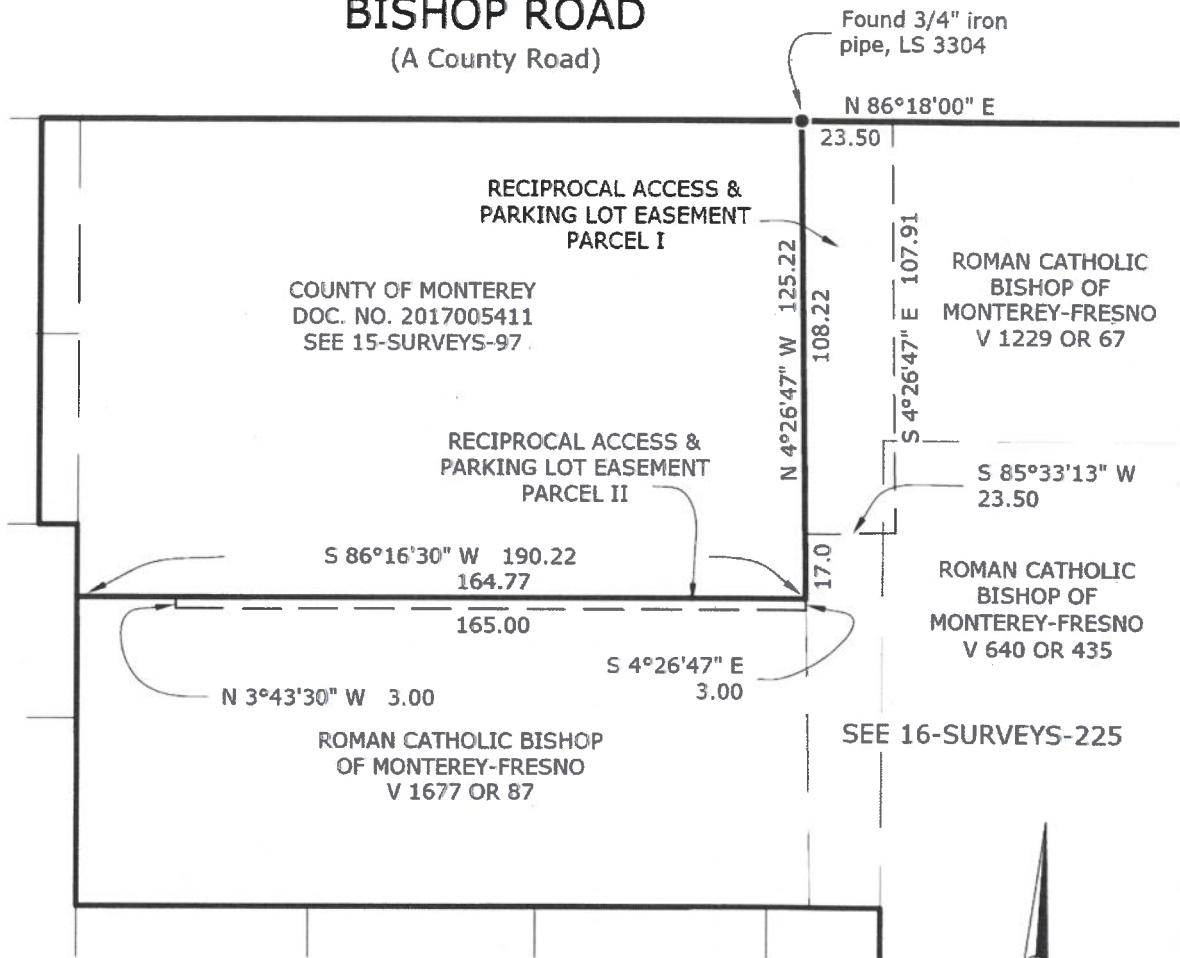


Michael K. Goetz – PLS 5667
County Surveyor
Monterey County, California

September 4, 2018



BISHOP ROAD (A County Road)



DATE: September 4, 2018

Michael K. Goetz
MICHAEL K. GOETZ - PLS
COUNTY SURVEYOR



SCALE: 1"=40'



COUNTY OF MONTEREY
RESOURCE MANAGEMENT AGENCY
OFFICE OF THE COUNTY SURVEYOR
1441 SCHILLING PLACE, SOUTH 2ND FLOOR
SALINAS, CALIFORNIA 93901
(831) 755-4800/FAX (831) 755-4958

RECIPROCAL ACCESS & PARKING EASEMENT
OFFICE OF THE AGRICULTURAL COMMISSIONER - NORTH COUNTY OFFICE
CHURCH TO COUNTY

PLAT TO ACCOMPANY LEGAL DESCRIPTION

DATE	09/04/18	DRAWING	KI / SURVEYS / PROJECTS / PAJARO AREA	SHEET
SCALE	1"=40'	VIEW	Plat Church	1 OF 1

EXHIBIT "F"

County Parking Area Improvements

