

**Recording Requested by and
When Recorded, Return to**

Monterey County Water Resources Agency
Attn: General Manager
PO Box 930
Salinas, CA 93902

Exempt from Recording Fees: Gov. Code § 27383
Exempt from Documentary Transfer Tax: Rev. & Tax.
Code § 11922 (Government agency acquiring
easement to correct legal description of reclamation
ditch --no consideration paid)

APN: 261-011-026

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

GRANT OF EASEMENT DEED (EXCLUSIVE)

THIS GRANT OF EASEMENT DEED is made this _____ day of _____ 2020, by and between CAFE TORI Investments, LLC, a private entity, ("Grantor"), and MONTEREY COUNTY WATER RESOURCES AGENCY, a California public entity, ("Grantee").

A. Grantor is the owner of the real property situated in the County of Monterey, California, commonly known as APN 261-011-026, and more particularly described as Parcel I in the grant deed from CAFE TORI Investments, LLC, a private entity, recorded on January 24, 2020 as Document No. 2020004030 of Monterey County Official Records, (hereinafter the "Property"); and

B. Grantor wishes to grant to Grantee a permanent exclusive easement (hereinafter "Easement") to construct, operate and maintain the existing Markley Swamp Lateral and any related appurtenances upon that portion of the Property described below.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Grantor hereby grants to the Grantee an exclusive easement and right for the express purpose of constructing and maintaining the existing Markley Swamp Lateral on that real property situated in the unincorporated area of Monterey County, California, described as follows:

The legal description of the Easement is attached as Exhibit A.

The Easement area is depicted on the diagram attached as Exhibit B.

This Easement is granted upon the "Monterey County Water Resources Agency Easement, General Provisions", attached as Exhibit C.

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

[The remainder of this page blank]

GRANTOR

CAFE TORI Investments, LLC
a California limited liability company

Dated: _____

By: _____

Name, Title

A notary 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.
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State of California
County of Monterey

On _____, 2020 before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity on behalf of which the person 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]

GRANTEE
Monterey Country Water Resources Agency

Date: _____

By: _____
Brent Buche, General Manager

APPROVED AS TO FORM:

Dated: _____

By: _____
Kelly L. Donlon, Deputy County Counsel

A notary 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

On _____, 2020 before me, _____, personally appeared Brent Buche, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity on behalf of which the person 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 ACCEPTANCE

THIS IS TO CERTIFY THAT the interest in real property conveyed by this instrument from Grantor to Monterey County Water Resources Agency, a California public entity, is hereby accepted by the undersigned pursuant to the authority conferred by _____ by the Monterey County Water Resource Agency Board of Supervisors on _____, and consent is hereby given for the recordation of said instrument.

Dated: _____

By: _____

Brent Buche, General Manager
Monterey County Water Resources Agency

Exhibit A

LEGAL DESCRIPTION OF A 70-FOOT-WIDE STRIP OF LAND ENCOMPASSING AN EXISTING DRAINAGE DITCH

Certain real property situate in the County of Monterey, State of California, being a portion of the property conveyed to Maple Grey, LLC by quitclaim deed recorded February 25, 2013 as Document Number 2013011728, Records of said County (said property also being shown on the map filed for record in Volume 32 of Surveys at Page 109 in the office of the County Recorder of said County), described as follows:

A strip of land, 70.00 feet wide, lying 35.00 feet on each side of the following described centerline, more or less following the existing Markley Swamp lateral to the main canal of the former Reclamation District No. 1665:

Beginning at a point on the northeasterly line of said property described in said deed, said point bears North 64°52'48" West, 194.50 feet from the most northeasterly corner of said property described in said deed; thence

- 1) South 25°07'12" West, 35.00 feet to a point on a line lying 35.00 feet southwesterly of said northeasterly line and running parallel thereto; thence along said parallel line
- 2) South 64°52'48" East, 113.30 feet; thence departing said parallel line
- 3) Southerly 71.35 feet along the arc of a tangent curve to the right having a radius of 45.00 feet, through a central angle of 90°51'02", to a point on a line lying 35.00 feet northwesterly and running parallel with the southeasterly boundary of said property; thence along said parallel line
- 4) South 25°58'14" West, 129.00 feet; thence departing said parallel line
- 5) Southwesterly 64.49 feet along the arc of a tangent curve to the right having a radius of 250.00 feet, through a central angle of 14°46'50"; thence
- 6) Southerly 112.72 feet along a reverse curve to the left having a radius of 170.00 feet, through a central angle of 37°59'27"; to a point on a curve lying 35.00 feet westerly and running parallel with the easterly boundary of said property; thence along said parallel curve
- 7) Southerly 130.68 feet along the arc of a compound curve to the left having a radius of 747.00 feet through a central angle of 10°01'25"; thence departing said parallel curve
- 8) Southerly 106.35 feet along a reverse curve to the right having a radius of 125.00 feet, through a central angle of 48°44'49"; thence
- 9) South 41°29'01" West, 1,928.43 feet, more or less, to a point on the southwesterly boundary of said property, and the terminus of said strip.

The sidelines as the beginning and end of said strip are to be extended or shortened so as to termination on the boundaries of said property described in said quitclaim deed.

EXCEPTING THEREFROM that portion of the above described strip of land lying within that certain 35.00-foot-wide strip of land described in the Final Order of Condemnation recorded June 30, 1986 in Reel 1972, Page 169, Official Records of said county.

Containing 4.266 acres, more or less.

As shown on the plat attached hereto and made a part hereof.

END OF DESCRIPTION

PREPARED BY:
WHITSON ENGINEERS

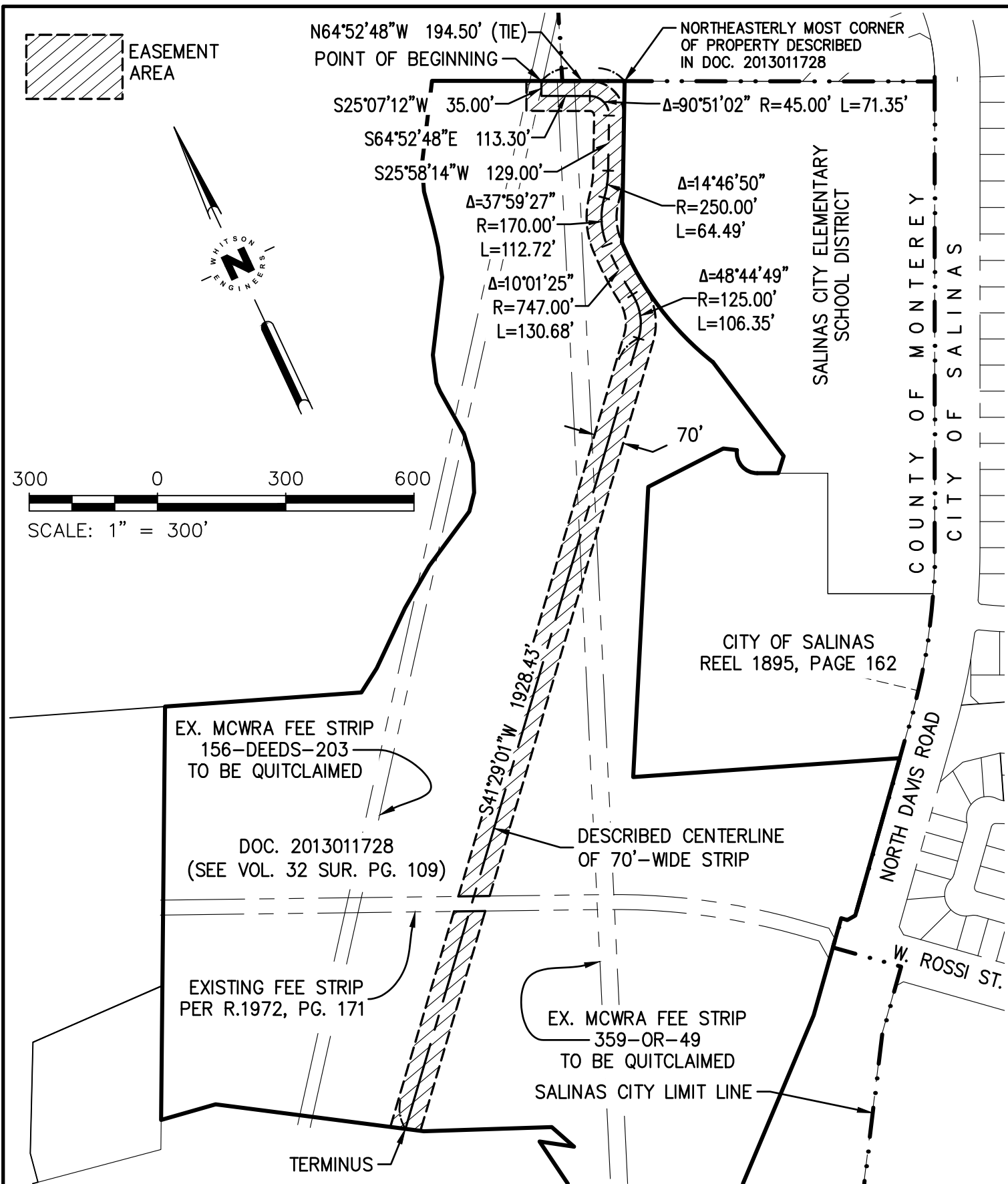


RICHARD P. WEBER, LS
L.S. No. 8002

DATE



Exhibit B



PLAT TO ACCOMPANY DESCRIPTION OF A 70' WIDE EASEMENT

HARVEST MOON AGRICULTURAL HOUSING PROJECT

MONTEREY COUNTY, CALIFORNIA

3/31/2020



Whitson
ENGINEERS

Civil Engineering +
Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

Exhibit C
Monterey County Water Resources Agency
Easement, General Provisions

The CAFE TORI Investments, LLC by this Easement hereby grants to the Grantee permission to enter upon the Property, conditioned upon the agreement of the Parties that this Easement is subject to the following terms and conditions:

1. Waiver of Claims and Indemnity: Grantor waives all claims against Grantee, its officers, agents and/or employees, for loss, injury, death or damage caused by, arising out of, or in any way connected with the condition or use of the Property, the issuance, exercise, use or implementation of this Easement, and/or the rights herein granted. Grantor further agrees to protect, save, hold harmless, indemnify and defend Grantee, its officers, agents and/or employees from any and all loss, damage, claims, demands, costs and liability which may be suffered or incurred by Grantee, its officers, agents and/or employees from any cause whatsoever, arising out of, or in any way connected with this Easement, exercise by Grantee of the rights herein granted, Grantee's use of the Property and/or the Project for which this Easement is granted, except those arising out of the active negligence or willful misconduct of Grantee.

2. Easement Use: No permanent structures or surface improvements may be constructed by Grantor within said Easement, except facilities to cross or connect to adjacent lands of Grantor. Grantee has no obligation to maintain Grantee's property laying within said Easement.

3. Hazardous Materials: Grantor has not caused or shall not cause any hazardous materials to be placed or disposed of on or at the Easement property or any part thereof.

4. Conditions of Access: Grantee has the right of ingress to and egress from said Easement over and across adjacent Grantor's lands.

5. Assignment: This Easement can be assigned, mortgaged, hypothecated, or transferred by Grantee, whether voluntarily or involuntarily or by operation of law, and Grantee may let, sublet or grant any license or permit with respect to the use and occupancy of the Property or any portion thereof, without the prior written consent of Grantor.

[End of Easement, General Conditions]