

Attachment D

Recording Requested By and
When Recorded, Return To:
Kyle Oyama

County of Monterey
Public Works, Facilities and Parks
1441 Schilling Place, 2nd Floor
Salinas, CA 93901

THIS SPACE FOR RECORDER'S USE ONLY

No document fee pursuant to
Government Code §27383

DRIVEWAY MAINTENANCE AGREEMENT

This Driveway Maintenance Agreement (“Agreement”) is made and entered into, effective January 1, 2026 (“Effective Date”), by and between, the County of Monterey, a political subdivision of the State of California (“COUNTY”), and Monterey Holdings L.P., a limited partnership, (herein referred to as, “PARTNERSHIP”). COUNTY and PARTNERSHIP may collectively be referred to as the “Parties” or individually as a “Party.” This Agreement is made with reference to the following facts and circumstances:

RECITALS

WHEREAS, the PARTNERSHIP desires to keep certain road improvements within the Public Right of Way, consisting of stone pavers, a culvert, and landscaping elements, near the intersection of Carmel Valley Road and Laureles Grade in Carmel (collectively referred to herein as “Driveway” and sometimes referred to as “premises” or “site”). The area in question is more particularly depicted in Exhibit A which is attached and incorporated by this reference; and

WHEREAS, the COUNTY desires to have the PARTNERSHIP maintain the Driveway in its current location and if and when requested by the COUNTY, the Driveway shall be removed or relocated by the PARTNERSHIP at its sole cost and expense; and

WHEREAS, the PARTNERSHIP agrees at all times to accept, at its own cost and expense, all maintenance and repair responsibilities for the Driveway within county road-right-of way upon the date of approval of this Agreement by both Parties; and

WHEREAS, the PARTNERSHIP agrees to maintain the Driveway in a safe and clean condition, and in such manner that it does not obstruct the free flow of traffic or otherwise create a hazard; and

WHEREAS, COUNTY and PARTNERSHIP desire to ensure that the PARTNERSHIP will assume responsibility for the maintenance of the Driveway by way of this Maintenance Agreement.

AGREEMENT

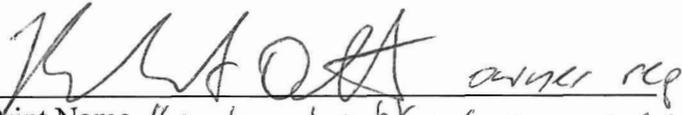
NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated into this Agreement by this reference, the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Maintenance of Driveway. The Parties agree that the PARTNERSHIP will assume responsibility for the maintenance of the Driveway. Specifically, PARTNERSHIP shall conduct periodic inspections, implement repairs, ensure safe operation, and, if and when necessary, replace Driveway improvements at its expense in accordance with COUNTY standards, and as described in Exhibit B – List of Maintenance Activities, which is attached and incorporated by this reference.

2. Indemnification & Hold Harmless: PARTNERSHIP shall indemnify, defend, and hold harmless the COUNTY and its officers, agents, and employees harmless from and against all claims, liabilities, and losses whatsoever (including, but not limited to, damages to property and injuries to or death of persons, court costs, and attorney's 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 Agreement, 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 PARTNERSHIP's performance of this Agreement. The liability insurance must be an occurrence policy and have limits of at least \$1,000,000 per occurrence and \$2,000,000 in aggregate.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date shown above.

Monterey Holdings, L.P.



Print Name *Heather Brunko*, General Manager
General Partner

County of Monterey

Randell Ishii, MS, PE, TE, PTOE
Director of Public Works, Facilities and Parks (PWFP)

EXHIBIT "A"

LEGAL DESCRIPTION OF PRIVATE MAINTENANCE AREA WITHIN CARMEL VALLEY ROAD

That certain real property being a portion of Parcel 2 of the Ranch Los Laureles, as said parcel is shown and so designated on that certain map filed for record January 11, 1927 in Volume 3 of Surveys, at Page 115, Records of Monterey County, situated in the County of Monterey, State of California, and being a portion of Carmel Valley Road, a County Road of varying width, said portion being more particularly described as follows:

Beginning at a point from which the northwesterly terminus of Course No. 1, as a said course is described in that certain "Acceptance of Irrevocable Offer of Dedication" recorded August 1, 2023, as Document No. 2023023738 of the Official Records of Monterey County, bears N. 50°21'00" E., 238.00 feet distant; thence from said Point of Beginning

- 1) N. 39°39'00" E., 10.00 feet to a point on the northeasterly line of Carmel Valley Road, as widened; thence along said northeasterly road line
- 2) S. 50°21'00" E., 50.00 feet; thence leaving said northeasterly road line
- 3) S. 39°39'00" W., 21.00 feet; thence
- 4) N. 50°21'00" W., 50.00 feet; thence
- 5) N. 39°39'00" E., 11.00 feet to the Point of Beginning.

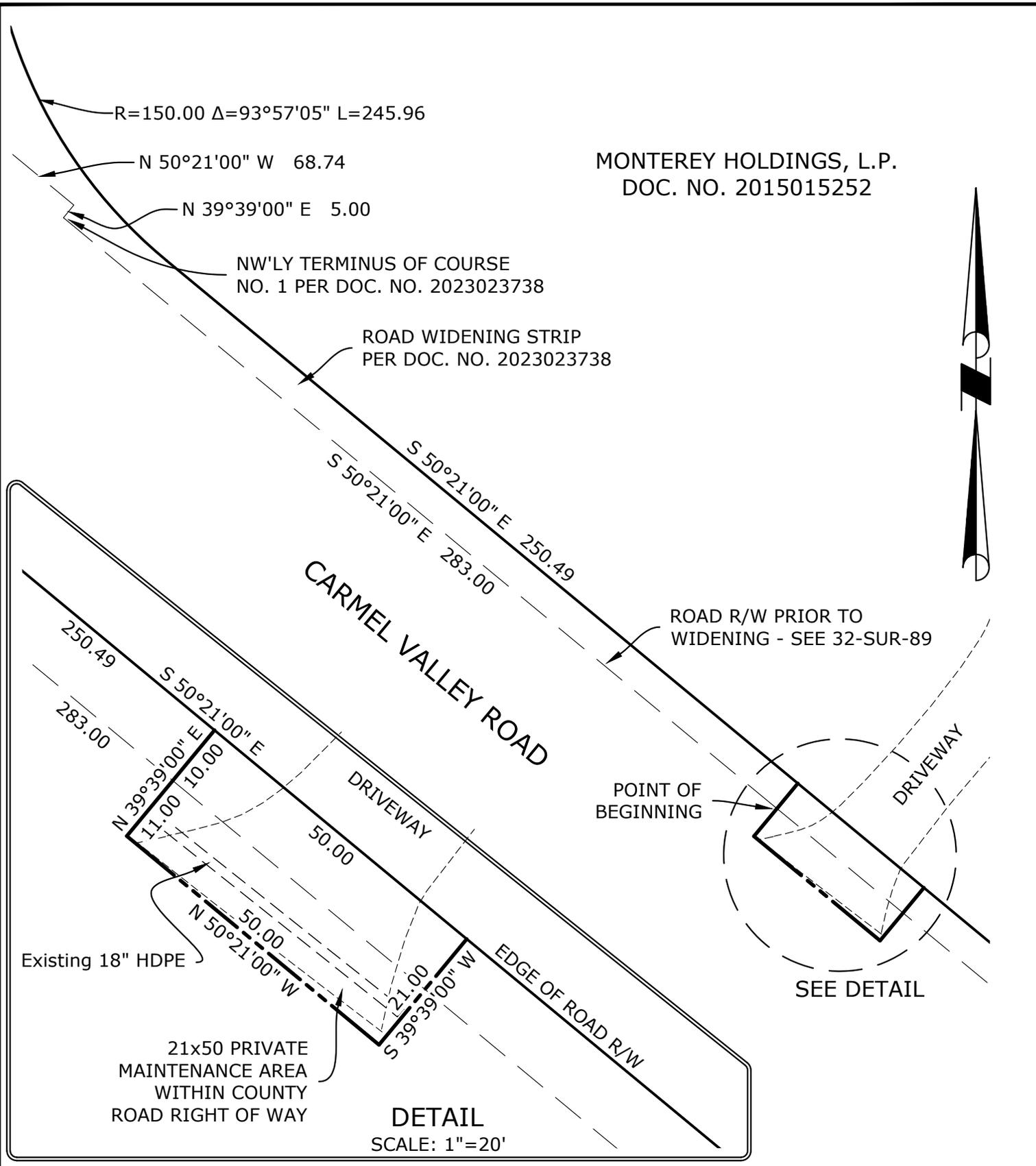
The above-described parcel is shown on the plat attached hereto and made a part hereof.



Michael K. Goetz – PLS 5667
County Surveyor – County of Monterey, California
November 17, 2025



MONTEREY HOLDINGS, L.P.
 DOC. NO. 2015015252



DETAIL
 SCALE: 1"=20'



COUNTY OF MONTEREY
 OFFICE OF THE COUNTY SURVEYOR

1441 SCHILLING PLACE, SOUTH 2ND FLOOR
 SALINAS, CALIFORNIA 93901
 (831) 755-4800

CARMEL VALLEY ROAD
 BERNARDUS LODGE ENTRY
 2025

PRIVATE MAINTENANCE AREA

DATE	11/17/25	DRAWING PROJECT	CVR ROUNDABOUT	SHEET 1 OF 1
SCALE	1" = 40'	VIEW	PLAT	

EXHIBIT "B"
SCHEDULE OF MINIMUM REGULAR DRIVEWAY MAINTENANCE ACTIVITIES

The PARTNERSHIP agrees to the following maintenance services in accordance with the Agreement:

1. Perform regular safety inspections of the premises and report any unsafe conditions to the COUNTY's representative.
2. Preserve the site in good condition including the immediate removal of graffiti.
3. Perform needed repairs to preserve it in a safe and clean manner, including but not limited to, the maintenance and repair of stone pavers and culvert as necessary.
4. Perform landscaping services on a regular basis and as needed, including but not limited to, periodic trimming and pruning of trees, shrubs, and other vegetation to maintain road conditions and visibility.
5. Should activities require traffic control or encroachment into any road traveled-way, a separate Monterey County Encroachment Permit shall be required to cover that activity, separate and apart from this agreement.