

Attachment B

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RIGHT OF ENTRY PERMIT

Agency: Department of Parks and Recreation

Project: CRFREE/Carmel River State Beach

This Right of Entry Permit (Permit) is made and entered into this 1st day of January, 2024 between the State of California, acting by and through its Department of Parks and Recreation, hereinafter called "State", and the County of Monterey, a political subdivision of the State of California, hereinafter called "Permittee" or "County". State and Permittee may hereinafter be referred to as a "Party", or collectively as "the Parties".

RECITALS

- **Whereas**, the State owns, operates and maintains the State Park known as Carmel River State Beach, in the County of Monterey, State of California; and
- **Whereas**, Permittee has applied to State for permission to access Carmel River State Beach for purposes of carrying out Permittee's Carmel River Floodplain Restoration and Environmental Enhancement Project (Carmel River FREE Project) (the Project); and
- **Whereas**, the State desires to accommodate Permittee's application for permission to enter Carmel River State Beach for purposes of the Project, as provided herein and as, and to the extent, such Project may be ultimately described, permitted, approved and conditioned by Permittee's environmental document entitled Carmel River Floodplain Restoration and Environmental Enhancement Project Monterey County, California Route 1, Post Mile 71.9 to 72.3, Final Environmental Impact Report/Environmental Assessment and certified January 28, 2020 and herein incorporated by reference, and as may be conditioned by any other regulatory agency having jurisdiction, if applicable.

TERMS AND CONDITIONS

Now therefore, the State by this Permit hereby grants to the Permittee permission to enter upon State's property, conditioned upon the agreement of the Parties that this Permit does not create or vest in Permittee any interest in the real property herein described or depicted, that the Permit is revocable and non-transferable, and that the Permit is further subject to the following terms and conditions:

1. **Project Description:** By this Permit, the State hereby grants to the Permittee permission to enter onto those lands depicted and/or described in the Legal Description of the Grant Deed recorded with the Monterey County Recorder as Document No. G27721, Official Records (O.R.), on August 22, 1942 on Reel 931, Page 524, **Exhibit A** (the Property) which is attached and incorporated by this reference. Said right of entry is solely for the purpose of: Tree limbing and/or removal, shrub clearing and grubbing, with minor grading and placing aggregate base rock (as needed) for pump-rig and for vehicles to access the work area for assessment of the existing State Parks owned irrigation well located immediately adjacent to State Route 1. The Assessment will include removal of the well's turbine pump and evaluate its condition, along with video inspection of the well casing and its condition. This assessment will allow for a determination of next steps; currently anticipated to be one of the following: A) Reinstall existing turbine pump back into well; B) Purchase new submersible pump and install in existing well; C) Apply for repair permit with County/Permittee and install well liner in existing well and purchase new submersible pump into repaired and lined well.

Updated scope of work:

- Work hours are limited to daylight (sunrise to sunset)
- No access or disturbance is allowed in the Environmentally Sensitive Areas (ESAs).
- No work is permitted within Caltrans R/W.
- Work will be performed under a Right of Entry permit from State Parks. This is currently in progress.
- Monterey County (Whitson) will provide construction staking (NIC)
- No biological monitors are anticipated (NIC)
- Contractor shall make their own arrangements for construction water.
- Install 1,000 LF of temporary large sediment barrier per Caltrans Standard Plans and Specs. Large Sediment Barrier may remain in place at the end of the job.
- Provide street sweeping on the CAWD driveway.
- Provide temporary traffic control on the CAWD driveway.
- Clear and grub the access road footprint (approx. 9,000 SF). Stockpile cleared and grubbed material on-site were approved by the engineer.
- Recompact the upper 6" of subgrade to 90% R.C.
- Furnish and place 250 CY of engineered fill at 90% R.C. to create at 20'-wide, 70'-long ramp at 15% slope from the CAWD driveway down to the floodplain.

Furnish and place 126 CY of Class 2 Aggregate Base to create a 12'-wide temporary access road from the CAWD driveway to the State Park well. (approx. 530 LF and 6800 SF). Pre-selected contractor is Papich Construction. We walked the project from the CAWD driveway to the endpoint (vicinity of the well).

Contractor's scope is to:

- Clear and grub the access road footprint;
- Place 250 CY of engineered fill (90% R.C.) to create at 20'-wide, 70'-long ramp at 15% slope from the CAWD driveway down to the floodplain;
- Place 126 CY of Class 2 Aggregate Base to create a 12'-wide temporary access road from the CAWD driveway to the State Park well.

- 2. Permit Subject to Laws and Regulatory Agency Permits:** This Permit is expressly conditioned upon Permittee's obtaining any and all regulatory permits or approvals required by the relevant regulatory agencies for the Project and Permittee's use of the Property, and upon Permittee's compliance with all applicable municipal, state and federal laws, rules and regulations, including all State Park regulations. Permittee shall, at Permittee's sole cost and expense, comply with the Project Description, and requirements and mitigations contained in the Environmental Document.

Prior to commencement of any work, Permittee shall obtain all such legally required permits or approvals and submit to the State full and complete copies of all permits and approvals, including documentation related to or referenced in such permits and approvals, along with the corresponding agency contact and telephone numbers, and related California Environmental Quality Act (CEQA) and/or National Environmental Policy Act (NEPA) documentation as applicable.

- 3. Term of Permit:** This Permit shall only be for the period beginning on 12/01/2023 and ending on 12/1/2024, or as may be reasonably extended by written mutual agreement of the Parties.
- 4. Consideration:** N/A

5. **Permit Subject to Existing Claims:** This Permit is subject to existing contracts, permits, licenses, encumbrances and claims which may affect the Property.
6. **Waiver of Claims and Indemnity:** Permittee waives all claims against State, 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 Permit, and/or the rights herein granted. Permittee further agrees to protect, save, hold harmless, indemnify and defend State, its officers, agents and/or employees from any and all loss, damage, claims, demands, costs and liability which may be suffered or incurred by State, its officers, agents and/or employees from any cause whatsoever, arising out of, or in any way connected with this Permit, exercise by Permittee of the rights herein granted, Permittee's use of the Property and/or the Project for which this Permit is granted, except those arising out of the sole active negligence or willful misconduct of State. Permittee will further cause such indemnification and waiver of claims in favor of State to be inserted in each contract that Permittee executes for the provision of services in connection with the Project for which this Permit is granted. *In the event that there is any conflict between the State's and the Permittee's indemnification and/or hold harmless provisions, the Permittee's indemnification and/or hold harmless provisions shall prevail as to Permittee's contractors.*
7. **Contractors:** Permittee shall incorporate the terms, conditions and requirements contained herein when contracting out all or any portion of the work permitted hereunder. Permittee shall be responsible for ensuring contractor/subcontractor compliance with the terms and conditions contained herein. Failure of Permittee's contractors to abide by State's terms and conditions shall constitute default by Permittee (see Section 22. **DEFAULT** below) allowing State to terminate this Permit and seek all legal remedies. *However, the parties understand and agree that in the event there is any conflict between the Permittee's and State's indemnification and insurance provisions, the Permittee's indemnification and insurance provisions shall apply as to Permittee's contractors. Further, the parties understand and agree that if Permittee's Contractors comply with Permittee's indemnification and insurance requirements, this shall not constitute a Default of the provisions of this Permit.*
8. **Insurance Requirements:** As a condition of this Permit and in connection with Section 7. **Waiver of Claims and Indemnity**, Permittee shall maintain, and cause its contractors to maintain, a policy or policies of insurance as follows:

General Provisions Applying to All Policies

- A. **Coverage Term** – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract. The requirements of this section may be satisfied by Permittee through a self-insurance program. The Permittee shall furnish the State-Monterey District with a letter of coverage evidencing a program of self-insurance. *Permittee's contractors shall maintain a policy or policies of insurance as set forth herein. However, if there are any conflicts between State's insurance requirements and Permittee's insurance requirements, the parties understand and agree that the Permittee's insurance requirements shall prevail as to Permittee's contractors.*
- B. **Policy Cancellation or Termination & Notice of Non-Renewal** – Contractor is responsible to notify the State within five (5) business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.

- C. Deductible** – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- D. Primary Clause** – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- E. Insurance Carrier Required Rating** – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- F. Endorsements** – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- G. Inadequate Insurance** – Inadequate or lack of insurance does not negate the contractor obligations under the contract.
- H. Satisfying an SIR** – All insurance required by this contract must allow the State to pay and/or act as the contractor’s agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor’s agent in satisfying any SIR is at the State’s discretion.
- I. Available Coverages/Limits** – All coverage and limits available to the contractor shall also be available and applicable to the State.
- J. Subcontractors** – In the case of Contractor utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insureds under Contractor and insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor.

COMMERCIAL GENERAL LIABILITY:

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, and liability assumed under an insured contract. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000. **The State of California, its officers, agents, and employees are to be covered as additional insureds with respect to liability arising out of work or operations.**

AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability Insurance covering all owned, non-owned, and hired vehicles with a combined single limit of not less than \$1,000,000 for bodily injury and property damage. **The State of**

California, its officers, agents, and employees are to be covered as additional insureds with respect to liability arising out of work or operations.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the State of California.**

- 9. **Reservation of Rights:** State reserves the right to use the Property in any manner, provided such use does not unreasonably interfere with Permittee's rights herein.
- 10. **Access Limits and Conditions:** Access to the Property shall be limited to the access designated by State .

Project conditions: To minimize disturbance to environmentally sensitive areas and other portions of Carmel River State Beach, install temporary exclusionary fencing around the entire work area, and contain staging, equipment, personnel and activities within that area. Environmentally sensitive areas will be outside of the fenced work area.

- 11. **Notice of Work:** Any required notices to State shall be sent to the State authorities in charge of Carmel River State Beach named below. At least forty-eight (48) hours prior to any entry upon the Property for any of the purposes hereinabove set forth, Permittee shall provide the State contact[s] named below with written notice of Permittee's intent to enter the Property. Permittee shall also notify the State contact[s] listed below in writing at least Forty-eight (48) hours prior to any change in the Project schedule or cessation or completion of work. Should State personnel need to contact Permittee, State shall notify Permittee's contact person listed below:

STATE:

Brent C. Marshall
District Superintendent
Monterey District
2211 Garden Road
Monterey, CA 93940
Telephone: 831-649-2836

PERMITTEE'S CONTACT:

Shandy Carroll, Management Analyst III
County of Monterey
Housing and Community Development
1441 Schilling Place, 2nd Floor South
Salinas, CA 93901
Telephone: 831-755-5643

- 12. **Limits of Work:** In no event shall this Permit authorize work in excess or contrary to the terms and conditions of any regulatory agency permit or approval. Under no circumstances, whether or not authorized by any regulatory agency, other permit or any person or entity other than State, shall work exceed that which is authorized by this Permit.
- 13. **Public Safety:** Permittee shall erect orange plastic temporary construction fencing and appropriate signage prior to commencement of work to prevent public access to the construction zone. Permittee shall remove such fencing within two (2) days after the completion of work. Permittee shall take, and shall cause its contractors or subcontractors to take, any and all necessary and reasonable steps to protect the public from harm in connection with the Project or implementation of this Permit.
- 14. **Compliance with Project Requirements, Monitoring and Mitigation Measures (if applicable):** Resource monitoring and mitigation measures identified by Senior Environmental Scientist shall be completed in accordance with and to the satisfaction of the District Superintendent or designee.

Permittee's activities conducted under this Permit shall comply with all State and Federal environmental laws, including, but not limited to, the Endangered Species Act, CEQA, and Section 5024 of the Public Resources Code.

Any of Permittee's archaeological consultants working within the boundaries of the Property shall submit a DPR 412A permit application to the Monterey District cultural resource specialist for approval prior to commencing any archaeological or cultural investigations of the Property.

Permittee shall immediately advise State's contact person if any new site conditions are found during the course of permitted work. State will advise Permittee if any new historical resources (including archaeological sites), special status species, threatened/endangered species protocols, or other resource issues are identified within the Project site. Permittee shall abide by District Superintendent or designee's instructions to protect the resource(s) during the permitted work or risk revocation of the Permit.

Permittee shall make all excavation activities on the Property available to the State archaeologist for observation and monitoring. During excavation, the State archaeological monitor may observe and report to the State on all excavation activities. State archaeological monitor shall be empowered to stop any construction activities as necessary to protect significant cultural resources from being disturbed.

In the event that previously unknown cultural resources, including, but not limited to, dark soil containing shell, bone, flaked stone, groundstone, or deposits of historic trash are encountered during Project construction by anyone, work will be suspended at that specific location, and the Permittee's work will be redirected to other tasks, until a State archaeologist or professionally qualified designee has evaluated the find and implemented appropriate treatment measures and disposition of artifacts, as appropriate, in compliance with all applicable laws and department resource directives.

If human remains are discovered during the Project, work will be immediately suspended at that specific location and the District Superintendent or designee shall be notified by Permittee. The specific protocol, guidelines and channels of communication outlined by the California Native American Heritage Commission (NAHC), and/or contained in Health and Safety Code Section 7050.5 and Public Resources Code Sections 5097.9 et seq., will be followed. Those statutes will guide the potential Native American involvement in the event of discovery of human remains.

If resource monitoring is required to be performed by State staff, the Permittee shall provide a written work schedule to the State at least 48 hours in advance of the work. Permittee shall provide reasonable advance notice of and invite the District Superintendent or designee to any preconstruction meetings with the prime contractor or subcontractors.

15. **Restoration of Property:** Permittee shall complete the restoration, repair, and revegetation of the Property in consultation with, and to the satisfaction of, the State Environmental Scientist within one (1) year after completion of the Project or the expiration or termination of this Permit, whichever comes first. This obligation shall survive the expiration or termination of this Permit.
16. **Performance Bond:** n/a
17. **Right to Halt Work:** The State reserves the right to halt work and demand mitigation measures at any time, with or without prior notice to Permittee, in the event the State determines that any provision contained herein has been violated, or in the event that cessation of work is necessary to prevent, avoid, mitigate or remediate any threat to the health and safety of the public or state park personnel, or to the natural or cultural resources of the state park.

- 18. Use Restrictions:** The use of the Property by Permittee, including its guests, invitees, employees, contractors and agents, shall be restricted to the daytime hours between sunrise and sunset on a day-by-day basis, unless otherwise approved in advance in writing by State. No person shall use or occupy the Property overnight.

Activities on the Property shall be conducted only in a manner which will not interfere with the orderly operation of the state park. Permittee shall not engage in any disorderly conduct and shall not maintain, possess, store or allow any contraband on the Property. Contraband includes, but is not limited to; any illegal alcoholic beverages, drugs, firearms, explosives and weapons.

Roads and trails where motorized vehicles are normally prohibited may be used for vehicle access by Permittee, its employees, agents or contractors for patrol, maintenance or repair purposes only, and only to the extent specified by State, and shall be otherwise subject to all other conditions and/or restrictions of this Permit and any applicable laws, state park regulations and state park policies.

Permittee shall not use or allow the Property to be used, either in whole or in part, for any purpose other than as set forth in this Permit, without the prior written consent of the State.

- 19. State's Right to Enter:** At all times during the term of this Permit and any extension thereof, there shall be and is hereby expressly reserved to State and to any of its agencies, contractors, agents, employees, representatives, invitees or licensees, the right at any and all times, and any and all places, to temporarily enter upon said Property to survey, inspect, or perform any other lawful State purposes.

Permittee shall not interfere with State's right to enter.

- 20. Protection of Property:** Permittee shall protect the Property, including all improvements and all natural and cultural features thereon, at all times at Permittee's sole cost and expense, and Permittee shall strictly adhere to the following restrictions:
- (a) Permittee shall not place or dump garbage, trash or refuse anywhere upon or within the Property, except in self-contained trash receptacles that are maintained to State's satisfaction by Permittee.
 - (b) Permittee shall not commit or create, or suffer to be committed or created, any waste, hazardous condition or nuisance in, on, under, above or adjacent to the Property.
 - (c) Permittee shall not cut, prune or remove any vegetation upon the Property, except as identified in the Project description and herein permitted or subsequently approved in writing by the District Superintendent.
 - (d) Permittee shall not disturb, move or remove any rocks or boulders upon the Property, except as identified in the Project description and herein permitted or subsequently approved in writing by the District Superintendent.
 - (e) Permittee shall not grade or regrade, or alter in any way, the ground surface of the Property, except as herein permitted, or subsequently approved in writing by the District Superintendent.
 - (f) Permittee shall not bait, poison, trap, hunt, pursue, catch, kill or engage in any other activity which results in the taking, maiming or injury of wildlife upon the Property, except as identified in the Project description and herein permitted or subsequently approved in writing by the District Superintendent.

- (g) Permittee shall not use, create, store, possess or dispose of hazardous substances (as defined in the California Hazardous Substances Act) on the Property except as herein permitted, or subsequently approved in writing by the District Superintendent.
- (h) Permittee shall exercise due diligence to protect the Property against damage or destruction by fire, vandalism and any other causes.

21. Default: In the event of a default or breach by Permittee of any of the terms or conditions set forth in this Permit, State may at any time thereafter, without limiting State in the exercise of any right of remedy at law or in equity which State may have by reason of such default or breach:

- (a) Maintain this Permit in full force and effect and recover the consideration, if any, and other monetary charges as they become due, without terminating Permittee's right to use of the Property, regardless of whether Permittee has abandoned the Property; or
- (b) Immediately terminate this Permit upon giving written notice to Permittee, whereupon Permittee shall immediately surrender possession of the Property to State and remove all of Permittee's equipment and other personal property from the Property. In such event, State shall be entitled to recover from Permittee all damages incurred or suffered by State by reason of Permittee's default, including, but not limited to, the following:
 - (i) any amount necessary to compensate State for all the detriment proximately caused by Permittee's failure to perform its obligations under this Permit, including, but not limited to, compensation for the cost of restoration, repair and revegetation of the Property, which shall be done at State's sole discretion and compensation for the detriment which in the ordinary course of events would be likely to result from the default; plus
 - (ii) at State's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law.

22. State's Right to Cure Permittee's Default: At any time after Permittee is in default or in material breach of this Permit, State may, but shall not be required to, cure such default or breach at Permittee's cost. If State at any time, by reason of such default or breach, pays any sum or does any act that requires the payment of any sum, the sum paid by State shall be due immediately from Permittee to State at the time the sum is paid. The sum due from Permittee to State shall bear the maximum interest allowed by California law from the date the sum was paid by State until the date on which Permittee reimburses State.

23. Revocation of Permit: The State shall have the absolute right to revoke this Permit for any reason upon ten (10) days written notice to Permittee. Written notice to Permittee may be accomplished by electronic or facsimile transmission, and the notice period set forth in this paragraph shall begin on the date of the electronic or facsimile transmission, or, if sent by mail, on the date of delivery. If Permittee is in breach of the Permit or owes money to the State pursuant to this Permit, any prepaid monies paid by Permittee to State shall be held and applied by the State as an offset toward damages and/or amounts owed. Nothing stated herein shall limit the State's exercise of its legal and equitable remedies.

24. Recovery of Legal Fees: In any action brought to enforce or interpret any provisions of this Permit or to restrain the breach of any agreement contained herein, or for the recovery of possession of the Property, or to protect any rights given to the State against Permittee, and in any actions or proceedings under Title 11 of the United States Code, if the State shall prevail in such action on trial or appeal, the Permittee shall pay to the State such amount in attorney's fees in said action as the court shall determine to be reasonable, which shall be fixed by the court as part of the

costs of said action. If the Permittee shall prevail in such action on trial or appeal, the State shall pay to the Permittee such amount in attorney's fees in said action as the court shall determine to be reasonable, which shall be fixed by the court as part of the costs of said action.

- 25. **Voluntary Execution and Independence of Counsel:** By their respective signatures below, each Party hereto affirms that they have read and understood this Permit and have received independent counsel and advice from their attorneys with respect to the advisability of executing this Permit.
- 26. **Reliance on Investigations:** Permittee declares that it has made such investigation of the facts pertaining to this Permit, the Property and all the matters pertaining thereto as it deems necessary, and on that basis accepts the terms and conditions contained in this Permit. Permittee acknowledges that State has made, and makes, no representations or warranties as to the condition of the Property, and Permittee expressly agrees to accept the Property in its as-is condition for use as herein permitted.
- 27. **Entire Agreement:** The Parties further declare and represent that no inducement, promise or agreement not herein expressed has been made to them and this Permit contains the entire agreement of the Parties, and that the terms of this agreement are contractual and not a mere recital.
- 28. **Warranty of Authority:** The undersigned represents that they have the authority to, and do, bind the person or entity on whose behalf and for whom they are signing this Permit and the attendant documents provided for herein, and this Permit and said additional documents are, accordingly, binding on said person or entity.
- 29. **Assignment:** This Permit shall not be assigned, mortgaged, hypothecated, or transferred by Permittee, whether voluntarily or involuntarily or by operation of law, nor shall Permittee 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 State.
- 30. **Choice of Law:** This Permit will be governed and construed by the laws of the State of California, with jurisdiction within the State of California, Superior Court, Monterey Division.

STATE OF CALIFORNIA
Department of Parks and Recreation

COUNTY OF MONTEREY
Housing and Community Development (HCD)

DocuSigned by:

 By: _____
 Name: Dan Shaw
 Title: Deputy District Superintendent
 California State Parks

By: _____
 Name: Craig Spencer
 Title: Interim Director of HCD
 Address: 1441 Schilling Place
 2nd Floor South
 Salinas, CA 93901
 Phone: 831-755-5233

Exhibit A: the Property

WHEN RECORDED MAIL TO

Recorded August 22, 1974
on Reel 931, Page 524 as
Document No. G27721, O. R.
Monterey County

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION
915 Capitol Mall, Room 110
Sacramento, California 95814

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Grant Deed

Agency: Parks and Recreation
Project: Carmel River State Beach
Parcel: 2431

ODELLO BROS., a Limited Partnership, composed of Bruno Odello, General Partner; Isabelle Odello, General Partner; Emilio Odello, General Partner; Bruna Odello, General Partner; and John Odello, General Partner,

hereby GRANTS to THE STATE OF CALIFORNIA, the following described real property in the County of Monterey, State of California: As shown on the attached Exhibit "A" consisting of four (4) pages.

Grantors reserve unto themselves, their heirs, successors and assigns, a non-exclusive right of way for ingress and egress to and from State Highway 1, and a parcel of land owned by Grantors, and described in that deed from ELIZABETH MARTIN to ODELLO BROS., a Co-partnership, by deed recorded August 18, 1960 in Book 2076, Page 314, Official Records of Monterey County, over and by way of that certain easement and right of way more particularly described in that certain GRANT OF EASEMENT OF RIGHT OF WAY from ELIZABETH ANN OLIVER, a widow, to CARMEL SANITARY DISTRICT, recorded November 22, 1938 in Book 592 at Page 405, Official Records of Monterey County. The right of way herein reserved shall be appurtenant to the premises of the Grantors described in the deed from ELIZABETH MARTIN hereinabove referred to, and shall be used in common with CARMEL SANITARY DISTRICT and in a manner that will not prevent the use of said roadway by CARMEL SANITARY DISTRICT.

72-3067

ODELLO BROS., a Limited Partnership

By Bruno Odello
Bruno Odello

By Isabelle Odello
Isabelle Odello

By Emilio Odello
Emilio Odello

By Bruna Odello
Bruna Odello

By John Odello
John Odello

Dated: JULY 17 1974

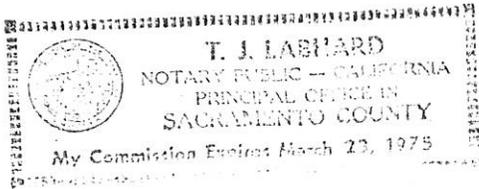
Subscribing Witness:

Affix IRS

STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO) ss.

On July 17, 1974, before me, the undersigned, a Notary Public,
and for the State of California, personally appeared Bruno Odello,
Gabriele Odello, Emilio Odello, Bruna Odello and John Odello, known to
me to be the general partners of Odello Brothers, the limited partner-
ship, that executed the within instrument, and acknowledged to me that
said partnership executed the same.

Witness my hand and official seal.



[Handwritten signature]

T. J. LABHARD
NOTARY PUBLIC

72-3067

DESCRIPTION:

CERTAIN REAL PROPERTY SITUATE IN THE RANCHO SAN JOSE Y SUR CHIQUITO, COUNTY OF MONTEREY, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 4" X 4" POST STANDING AT STATION 28 OF THE SURVEY OF RANCHO CANADA DE LA SEGUNDA, AS SAID STATION IS SHOWN AND DESIGNATED "C. S. STATION 28" ON THAT CERTAIN MAP ENTITLED "PARTITION MAP OF HATTON PROPERTY IN RANCHO CANADA DE LA SEGUNDA", A COPY OF WHICH MAP IS ATTACHED TO THE CERTIFIED COPY OF ORDER GRANTING CONSENT TO PARTITION, RECORDED MAY 17, 1927 IN VOLUME 109 OF OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA, AT PAGE 1; THENCE ALONG THE EASTERLY BOUNDARY OF THAT CERTAIN 11.62 ACRE TRACT OF LAND DESCRIBED IN DEED FROM JOSEPH H. STEWART, ET AL, TO ANDREW STEWART, DATED JUNE 6, 1925 AND RECORDED IN VOLUME 74, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA, PAGE 474,

(1) SOUTH, 137.28 FEET TO A 4" X 4" POST WHICH BEARS NORTH, 27.72 FEET DISTANT FROM STATION S.J.S.C.I., SAID STATION BEING THE POINT OF BEGINNING OF THE PATENT SURVEY OF RANCHO SAN JOSE Y SUR CHIQUITO; THENCE LEAVING SAID BOUNDARY AND RUNNING ALONG THE SOUTHERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED FROM J. W. GREGG, DEFENDANT, TO ELIZABETH MARTIN, ET AL, PLAINTIFFS, BY AN ACTION DATED NOVEMBER 3, 1904 AND RECORDED DECEMBER 18, 1904, IN VOLUME 82 OF DEEDS, PAGE 256, RECORDS OF MONTEREY COUNTY, CALIFORNIA,

(2) NORTH 60° 23' WEST, 198.00 FEET; THENCE

(3) NORTH 85° 49' WEST, 89.76 FEET; THENCE

(4) SOUTH 70° 14' WEST, 94.38 FEET; THENCE

(5) NORTH 76° 55' WEST, 147.18 FEET TO THE SOUTHEASTERLY CORNER OF THAT CERTAIN 7.323 ACRE PARCEL AS SHOWN ON THAT CERTAIN MAP ENTITLED "RECORD OF SURVEY, CARMEL SANITARY DISTRICT PROPERTY IN SECTION 13, T. 16 S., R. 1 E., M.D.B.8M., ETC." FILED FOR RECORD MARCH 11, 1964 IN VOLUME 7 OF SURVEYS AT PAGE 15, RECORDS OF MONTEREY COUNTY, CALIFORNIA; THENCE LEAVING SAID SOUTHERLY LINE,

(6) NORTH 88° 18' 30" WEST, 88.87 FEET; THENCE RUNNING ALONG A LINE PARALLEL WITH AND 50.00 FEET MEASURED AT RIGHT ANGLES, SOUTHERLY OF THE SOUTHERLY BOUNDARY OF SAID 7.323 ACRE PARCEL,

(7) NORTH 59° 36' WEST, 156.71 FEET; THENCE

(8) NORTH 86° 06' WEST, 172.11 FEET; THENCE

(9) NORTH 81° 56' WEST, 153.20 FEET; THENCE

(10) NORTH $87^{\circ} 26'$ WEST, 191.94 FEET; THENCE LEAVING SAID PARALLEL LINE,

(11) NORTH $54^{\circ} 44' 40''$ EAST, 81.54 FEET TO A POINT ON SAID SOUTHERLY BOUNDARY OF SAID 7.323 ACRE PARCEL; THENCE ALONG SAID SOUTHERLY BOUNDARY,

(12) NORTH $87^{\circ} 26'$ WEST, 5.00 FEET TO THE SOUTHWESTERLY CORNER OF SAID 7.323 ACRE PARCEL; THENCE LEAVING SAID SOUTHERLY BOUNDARY AND CONTINUING ALONG SAID SOUTHERLY LINE,

(13) SOUTH $79^{\circ} 46'$ WEST, 112.20 FEET; THENCE

(14) SOUTH $69^{\circ} 14'$ WEST, 235.12 FEET; THENCE

(15) SOUTH $53^{\circ} 33'$ WEST, 378.18 FEET TO STATION 495 OF SAID PATENT SURVEY OF RANCHO SAN JOSE Y SUR CHIQUITO; THENCE

(16) SOUTH $47^{\circ} 35'$ WEST, 132 FEET, MORE OR LESS, TO PATENT STATION 494, SAID STATION ALSO BEING THE MOST EASTERLY CORNER OF THAT CERTAIN 16.50 ACRE PARCEL DESCRIBED IN DEED FROM MARGARET MUSSER DIEMELT, ET UX, TO STATE OF CALIFORNIA, DATED SEPTEMBER 23, 1954 AND RECORDED MARCH 25, 1955 IN VOLUME 1602 AT PAGE 110, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA; THENCE CONTINUING ALONG SAID SOUTHERLY LINE, SAID LINE ALSO BEING THE SOUTHERLY BOUNDARY OF SAID 16.50 ACRE PARCEL,

(17) SOUTH $52^{\circ} 05'$ WEST, 1025.64 FEET (DESCRIBED AS SOUTH $52^{\circ} 48'$ WEST, 1045.60 FEET IN LAST SAID DEED) TO PATENT STATION 493, SAID STATION BEING THE MOST SOUTHERLY CORNER OF SAID 16.50 ACRE PARCEL, ALSO BEING A POINT ON THE NORTHEASTERLY BOUNDARY OF THE LAND FORMERLY OWNED BY BURNETTE, NOW HELD BY THE STATE OF CALIFORNIA DESCRIBED IN FINAL ORDER AND DECREE OF CONDEMNATION, ACTION 36032 OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF MONTEREY, RECORDED DECEMBER 21, 1953 IN VOLUME 1497 AT PAGE 497, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA; THENCE LEAVING SAID SOUTHERLY LINE AT SAID SOUTHERLY BOUNDARY AND RUNNING INSTEAD ALONG SAID NORTHEASTERLY BOUNDARY,

(18) SOUTH $54^{\circ} 22' 30''$ EAST, 86.40 FEET; THENCE

(19) SOUTH $35^{\circ} 35'$ EAST, 156.20 FEET; THENCE

(20) SOUTH $15^{\circ} 10'$ WEST, 134.70 FEET TO THE MOST NORTHERLY CORNER OF THAT CERTAIN PARCEL 1, AS SAID PARCEL IS DESCRIBED IN DEED FROM MALABAR DEVELOPMENT COMPANY, INC. TO ARDEN ESTATE, A CORPORATION DATED NOVEMBER 20, 1962 AND RECORDED MARCH 4, 1963 IN REEL 152 AT PAGE 373, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA; THENCE LEAVING SAID NORTHEASTERLY BOUNDARY AND RUNNING ALONG THE NORTHEASTERLY LINE OF LAST SAID PARCEL,

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- (21) SOUTH 34° 32' EAST, 75.10 FEET; THENCE
- (22) SOUTH 51° 48' EAST, 189.10 FEET; THENCE
- (23) SOUTH 59° 01' EAST, 124.80 FEET; THENCE
- (24) SOUTH 48° 30' EAST, 203.60 FEET; THENCE
- (25) SOUTH 52° 15' EAST, 113.40 FEET; THENCE
- (26) SOUTH 51° 16' EAST, 96.10 FEET; THENCE
- (27) SOUTH 28° 15' EAST, 36.70 FEET; THENCE
- (28) SOUTH 56° 05' EAST, 265.10 FEET; THENCE
- (29) SOUTH 40° 24' 30" EAST, 92.30 FEET; THENCE
- (30) SOUTH 33° 28' EAST, 120.40 FEET; THENCE
- (31) SOUTH 40° 09' EAST, 84.90 FEET; THENCE
- (32) SOUTH 29° 19' EAST, 41.20 FEET; THENCE
- (33) SOUTH 55° 23' EAST, 100.50 FEET; THENCE
- (34) SOUTH 85° 19' 30" EAST, 31.90 FEET; THENCE
- (35) SOUTH 51° 17' 30" EAST, 70.50 FEET TO THE MOST NORTHERLY CORNER OF THAT CERTAIN PARCEL DESCRIBED IN DEED FROM ARDEN ESTATES, INC., A CALIFORNIA CORPORATION TO STEPHEN F. WILLIAMS ENTERPRISES, INC., A CALIFORNIA CORPORATION, RECORDED DECEMBER 14, 1970 IN REEL 678 AT PAGE 928, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA; THENCE LEAVING SAID NORTHEASTERLY LINE AND RUNNING ALONG THE NORTHEASTERLY BOUNDARY OF LAST SAID PARCEL,
- (36) SOUTH 57° 56' EAST, 185.70 FEET TO THE ANGLE POINT FORMED BY COURSE (4) AND (5) OF THAT CERTAIN DEED FROM ARDEN ESTATES, A CORPORATION TO PORTOLA CORPORATION, A CALIFORNIA CORPORATION, RECORDED APRIL 20, 1962 IN REEL 45 AT PAGE 363, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA; THENCE LEAVING SAID NORTHEASTERLY BOUNDARY AND RUNNING ALONG SAID COURSE (4),
- (37) SOUTH 52° 01' EAST, 980.40 FEET TO A POINT ON THE NORTHWESTERLY LINE OF CALIFORNIA STATE HIGHWAY NO. 1, AS SAID HIGHWAY LINE IS DESCRIBED IN THAT CERTAIN DEED DATED MARCH 28, 1932 AND RECORDED IN VOLUME 342 AT PAGE 110 OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA; THENCE LEAVING SAID COURSE AND RUNNING ALONG SAID HIGHWAY LINE,

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(38) NORTH 36° 58' 40" EAST, 8.13 FEET; THENCE

(39) NORTH 31° 15' EAST, 119.57 FEET; THENCE

(40) NORTH 37° 26' 30" EAST, 312.71 FEET TO THE MOST SOUTHERLY CORNER OF THAT CERTAIN PARCEL DESCRIBED IN DEED FROM ODELLO BROTHERS TO BRUNO ODELLO AND ISABELLE DOLORES ODELLO, HIS WIFE, RECORDED OCTOBER 23, 1967 IN REEL 527 AT PAGE 603, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA; THENCE LEAVING SAID HIGHWAY LINE AND RUNNING ALONG THE WESTERLY BOUNDARY OF ABOVE SAID PARCEL,

(41) NORTH 4° 50' 45" WEST, 174.87 FEET; THENCE

(42) NORTH 5° 45' EAST, 105.41 FEET TO THE WESTERLY CORNER COMMON TO ABOVE SAID PARCEL AND THAT CERTAIN PARCEL DESCRIBED IN DEED FROM BATTISTA ODELLO, ET AL, TO BATTISTA ODELLO, ET UX, RECORDED SEPTEMBER 25, 1959 IN VOLUME 1992 AT PAGE 474, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA; THENCE LEAVING SAID WESTERLY BOUNDARY AND RUNNING INSTEAD ALONG THE WESTERLY AND NORTHERLY BOUNDARY OF LAST SAID PARCEL,

(43) NORTH 6° 50' WEST, 136.82 FEET; THENCE

(44) NORTH 48° 04' 45" EAST, 54.44 FEET; THENCE

(45) SOUTH 79° 39' 30" EAST, 266.40 FEET TO THE MOST EASTERLY CORNER OF LAST SAID PARCEL, AS SAID CORNER ALSO BEING A POINT ON SAID NORTHWESTERLY LINE OF SAID HIGHWAY; THENCE LEAVING SAID NORTHERLY BOUNDARY AND RUNNING ALONG SAID HIGHWAY LINE,

(46) NORTH 34° 44' 40" EAST, 536.93 FEET; THENCE

(47) NORTH 33° 31' EAST, 800.00 FEET; THENCE

(48) NORTH 33° 52' 30" EAST, 460.03 FEET TO AN INTERSECTION WITH THE SOUTHERLY BOUNDARY LINE OF THAT PARCEL OF LAND AWARDED TO KATE H. HATTON, ET AL, IN SUPERIOR COURT ACTION NO. 3862 DATED FEBRUARY 8, 1904; THENCE LEAVING SAID HIGHWAY LINE AND RUNNING ALONG ABOVE SAID SOUTHERLY BOUNDARY,

(49) NORTH 63° 25' WEST, 194 FEET, MORE OR LESS; THENCE

(50) NORTH 38° 27' 30" WEST, 576.5' FEET TO THE MOST WESTERLY CORNER OF LAST SAID PARCEL AS SAID CORNER ALSO BEING A POINT ON THE SOUTHERLY PATENT SURVEY BOUNDARY OF RANCHO CANADA DE LA SEGUNDA; THENCE ALONG SAID PATENT BOUNDARY,

(51) NORTH 59° 00' WEST, 551.76 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

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