

RECORDING REQUESTED BY

LAW OFFICES OF  
ZAD LEAVY & ROBIN JEPSEN

AND WHEN RECORDED MAIL TO:

(S) THE NATURE CONSERVANCY &  
THE BIG SUR LAND TRUST  
c/o LAW OFFICES OF  
ZAD LEAVY & ROBIN JEPSEN  
3785 Via Nona Marle, #309  
Carmel CA 93923

Stephen L. Vagnini

Monterey County Recorder

Recorded at the request of 4/02/04

00447-1111

4 22 2221

5 22 22

First American Title

DOCUMENT: 2004031093

Titles / Pages 11

Fees

Taxes

Other

AMT PAID

RECORDED  
Rerecorded 4/21/04

See separate file for APNs & legal description

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

### EASEMENT AGREEMENT

(Palo Corona Ranch Global Easement)

The Nature Conservancy, The Big Sur Land Trust, The Monterey Peninsula Regional Park District and the State of California, acting by and through the Department of Fish and Game and the Wildlife Conservation Board (Parties) make this agreement.

### RECITALS

- a. The Parties own certain parcels of real property located in Monterey County, California commonly known as the Front, Middle and South Ranches of the Palo Corona Ranch and more particularly described in Exhibit A, attached and made a part of this document ("Property").
- b. The Property is owned by the Parties for creation of a wildlife corridor; provision of public access, and the protection, preservation and management of open space, wildlife habitat and related environmental values on the property for public benefit.
- c. The Parties desire to clarify the terms of access and use of the existing and future rights of way on the Property, and to facilitate cooperation among the parties for future use and maintenance of the property. The Parties also desire that no owner of any portion of the Property be landlocked.
- d. The parties further acknowledge that any and all non-administrative public and private access over the Main Ranch Road and all other internal roads and trails within the Property, including but not limited to hiking, bicycling, horse-back riding, special events, fund-raising, tours, and hunting, may be specifically accomplished through a future comprehensive management agreement or other instrument of mutual agreement.
- e. The Parties acknowledge that implementation of the terms of this easement agreement may be specifically accomplished through a future comprehensive management agreement or other instrument of mutual agreement.

### AGREEMENT

The Parties therefore agree as follows:

1. Each Party grants to the other parties, a non-exclusive easement over the Main Ranch Road for administrative access purposes, including but not limited to inspection, maintenance and repair and improvements of their respective properties.
2. This easement agreement shall run with the land, and be recorded against the properties described in Exhibit A. to this agreement.

## RECORDING REQUESTED BY:

First American Title  
2 Salinas Street  
Salinas, CA 93901

## AND WHEN RECORDED MAIL TO:

The Nature Conservancy & The Big Land Trust  
c/o Law Offices of Zad Leavy & Robin Jepson  
3785 Vis Nona Marie, #309  
Carmel, Ca. 93923

TITLE NO. 191693-MON  
ESCROW NO.

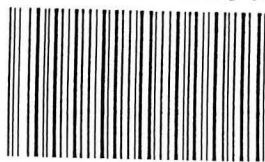
Stephen L. Magnini

Monterey County Recorder

Recorded at the request of 4/21/04 3:22:22

First American Title

DOCUMENT: 2004038251



Titles 11 Pages 11

Fees

Taxes

Other

AMT PAID

THIS SPACE FOR RECORDERS USE ONLY

4/21/2004

THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT THE RECORDING ORDER OF THAT CERTAIN  
EASEMENT AGREEMENT WHICH RECORDED ON 4-2-04, MONTEREY COUNTY RECORDER'S SERIES NUMBER  
2004031093.

- ☐ Grant Deed
- ☐ Individual Grant Deed
- ☐ Corporation Grant Deed
- ☐ Partnership Grand Deed
- ☐ Quitclaim Deed
- ☐ Trustee's Deed
- ☐ Deed of Trust
- ☐ Deed of Trust and Assignment of Rents
- ☐ Assignment Deed of Trust
- ☐ Subordination Agreement
- ☐ Request for Notice of Default
- ☐ Substitution of Trustee
- ☐ Substitution of Trustee and Full Reconveyance
- ☐ Full Reconveyance
- ☐ Partial Reconveyance
- ☒ Other: Re-Recording EASEMENT AGREEMENT

Re-recorded 4/21/2004



## SUMMARY OF TRANSACTION

The Palo Corona property, located in the Big Sur Mountains, in Monterey County, was initially purchased by the Big Sur Land Trust (BSLT) and The Nature Conservancy (TNC), with funding assistance from resource agencies including the State Coastal Conservancy (SCC), the Department of Parks and Recreation (DPR), the Wildlife Conservation Board (WCB) and the Monterey Peninsula Regional Park District (MPRPD). The SCC provided a grant to partially fund the MPRPD's purchase of the Front Ranch. Opting to not have an ownership and management role in the property, the DPR arranged a loan through the State Water Control Board to fund the MPRPD's purchase of the Middle Ranch. Through its funding efforts, the MPRPD will acquire a small portion of the South Ranch having a value of \$600,000. The WCB, in 2002, entered into two grant agreements with the BSLT to be applied toward their purchase of an undivided interest in the South Ranch with TNC, totaling \$14,000,000.

The WCB's first grant (WC-<sup>1129</sup>~~1089~~DT) was approved by the WCB May 23, 2002, and provided \$5,000,000 to the BSLT to be applied toward their purchase of an increased undivided interest in the South Ranch with TNC. The grant was amended by a letter serving as a first supplement to the grant to correct the acreage to be transferred to the State, at no cost, from 1,932± acres to 2,439± acres, having a value of at least \$5,000,000, and extending the expiration date to November 22, 2004. This expiration date was subsequently amended by agreement of the parties, by email, to December 3, 2004. The grant provides that the BSLT would convey a portion of the South Ranch to the State, having a value of at least \$5,000,000, estimated at 2,439± acres.

The WCB's second grant (WC-2046DT) was approved by the WCB November 22, 2002, and provided \$9,000,000 to the BSLT to be applied toward their purchase of an increased undivided interest in the South Ranch with TNC. The original grant provides that the BSLT would convey a portion of the South Ranch to the State, or its designee, at no cost, having a value of at least \$9,000,000, estimated at 4,390± acres. The grant was subsequently amended to appoint the BSLT, TNC and the MPRPD as the State's designees under the grant for the purpose of accepting an interest in the South Ranch, together with the Department of Fish and Game (DFG). The expiration date of this grant was subsequently amended by agreement of the parties, by email, from November 22, 2004 to December 3, 2004.

The WCB (with concurrence from the DFG), BSLT, TNC and the MPRPD have agreed to accept portions of the South Ranch, at no cost, having a value of at least \$14,000,000 and totaling 6,829± acres, as follows:

### WCB Grant WC-<sup>1129</sup>~~1089~~DT

<u>Entity</u>	<u>Acres</u>	<u>Value</u>
State of California (DFG)	2,439	\$5,000,000
Total WC- <del>1089</del> DT	2,439 Acres	\$5,000,000

<sup>1129</sup>

The pertinent information regarding this property is as follows:

**Grant WC-1129DT WCB Approved May 23, 2002**

Funding: \$5,000,000 - Safe Neighborhood Parks, Clean Water, Clean Air and Coastal Protection Fund of 2000 [P-12, Sec. 5096.350 (a)(5) - T & E Matching]

Escrow Closing Date: December 7, 2004

*The Big Sur Land Trust and The Nature Conservancy to the State of California*

**Parcel Size: 2,439± Acres**

Purchase Price: \$5,000,000

Land Value: \$5,000,000

Improvements & Value: None

Annual Real Estate Taxes at Time of Acquisition: Taxes were less than \$10, so no taxes were collected.

Monterey County Assessor Parcel Numbers: 417-021-001; 003; 004; 005; 007; 037; 041; 042 and 046 (ptn).

**Grant WC-2046DT WCB Approved November 22, 2002**

Funding: \$9,000,000 - Safe Neighborhood Parks, Clean Water, Clean Air and Coastal Protection Fund of 2000 [P-12, Sec. 5096.350 (a)(3) - T & E Matching]

Escrow Closing Date: December 7, 2004

*The Big Sur Land Trust and The Nature Conservancy to the State of California*

**Parcel Size: 3,123± Acres**

Purchase Price: \$6,402,642

Land Value: \$6,402,642

Improvements & Value: None

Annual Real Estate Taxes at Time of Acquisition: Taxes were less than \$10, so no taxes were collected.

Monterey County Assessor Parcel Numbers: 417-021-012; 015; 016; 018; 019; 021; 026; 046 (ptn); 057; 058; 059 and 060; and 418-051-001; 003 and 004.

*The Big Sur Land Trust to the State of California*

Assignment of Conservation Easement

Parcel Size: 1,233± Acres

Purchase Price: Not applicable; **easement interest to combine with fee to state when transferred** (cleaned up title issue on South Ranch portion of Palo Corona Ranch)

*The Nature Conservancy to Big Sur Land Trust w/ Conservation Easement to Conservancy*

Parcel Size: 40± Acres

Purchase Price: \$82,000

Land Value: \$82,000

Monterey County Assessor Parcel Numbers: 417-011-025.

*The Big Sur Land Trust and The Nature Conservancy to the Monterey Peninsula Regional Park District*

Parcel Size: 1,227± Acres

Purchase Price: \$2,516,580

Land Value: \$2,516,580

Monterey County Assessor Parcel Numbers: 417-011-014; 015; 017; 019 (ptn) and 021 (ptn).



**WCB Grant WC-2046DT**

<u>Entity</u>	<u>Acres</u>	<u>Value</u>
State of California (DFG)	3,123	\$6,402,642
BSLT (w/ Conservation Easement to TNC)	40	\$ 82,000
MPRPD	1,227	\$2,516,580
Total WC-2046DT	4,390 Acres	\$9,000,000 (Rd)

As shown on the attached map, the portion to be transferred to the MPRPD will be adjacent to its holdings at the northernmost portion of the South Ranch which it will purchase for \$600,000, closing escrow December 3, 2004. The BSLT will hold 40 acres adjacent to its holdings at their Santa Lucia Preserve. The DFG will hold the remainder of the South Ranch adjacent to its Joshua Creek Ecological Reserve.

The DFG has entered into a Memorandum of Agreement with the BSLT, TNC and the MPRPD which provides that they will work cooperatively to establish a cooperative management plan for the operation and maintenance of the Palo Corona property.

The DFG, WCB, BSLT, TNC and the MPRPD have also entered into a Global Easement wherein the parties acknowledge that any and all non-administrative public and private access over the Main Ranch Road, extending from Highway 1 at the entrance to the Front Ranch, and all other internal roads and trails within the property may be specifically accomplished through a future comprehensive management agreement. Each party granted to the other parties a non-exclusive easement over the Main Ranch Road for administrative access purposes, including but not limited to inspection, maintenance and repair and improvements of their respective properties.

Further, the BSLT and TNC, as they have transferred each property to the MPRPD (Front and Middle Ranches) have reserved access for ingress and egress to the remainder of the property and for public utility purposes subject to approval of the servient tenement. The State will accept title subject to this reservation, as well as benefit from the previous reservations.

The SCC, as a condition of its grant to the MPRPD, required that an Irrevocable Offer to Dedicate Public Access Easement be recorded over the entire Palo Corona property to ensure public access from the Front Ranch to public properties inland, i.e., Middle and South Ranches. This offer may be accepted no earlier than five (5) years from the date on which the Offer is recorded, and then only if the SCC finds that either a) the property, or any portion subject to the Offer has not been transferred to a public agency, or b) the owner of any portion of the real property within the easement area has failed to provide public access over the Easement Area or a substantially equivalent public accessway. The WCB, as well as the DFG, had input into the language of this Easement.

There is a Conservation Easement, in favor of the BSLT, on a portion of the South Ranch previously called Little Horse Ranch. It is proposed that the BSLT assign its rights in the easement to the State. The State's easement interests will merge with fee upon close of escrow.



There are two personal licenses in favor of Diana Fish and Craig McCaw. The DFG, in consideration of being released from CC&R's with Diana Fish which would have imposed financial burdens on the State, will honor the license to Mrs. Fish to enjoy the property for non-passive uses such as hiking. The State will not honor the revocable license referenced in the purchase agreement between Mr. McCaw and the BSLT relative to future enjoyment of the property and the restriction on the harvesting of live redwoods. THE DFG, however, does not plan to allow the harvesting of live redwoods on the property.

In addition to other exceptions of record, there is an irrevocable license to the Murphy Family for their personal use of the property. The Murphy's must provide 24-hour notice to enter the property. The State cannot remove this exception from title. The DFG may be able to make arrangements for future use following close of escrow.

All of the escrows will close simultaneously, in the following order:

1. MPRPD will purchase 293± acres from the BSLT and TNC, having a value of \$600,000.
2. TNC will transfer its interest in the 40± acres to BSLT, at no cost, who will transfer a conservation easement in favor of TNC, pursuant to the terms of WCB Grant.
3. BSLT and TNC will transfer 1,227± acres to the MPRPD, at no cost, pursuant to the terms of WCB Grant.
4. BSLT and TNC will transfer 5,562± acres to WCB/DFG, at no cost, pursuant to the terms of WCB Grant.





The two Memorandums of Unrecorded Grant Agreements recorded by the BSLT on the South Ranch will be quitclaimed. The BSLT and the MPRPD will record new Notices of Unrecorded Grant Agreements on their 40± acre and 1,227± acre holdings.

If the BSLT, TNC or the MPRPD are unable to accept the property as designees under the grant, the State will acquire their 40-acre and 1,227 acre portions of the property, at no cost.

The terms and conditions of the WCB grant agreements provide that the property be transferred to the State, or its designees, at no cost, and having a value of the amount contributed by the grants. The transfer of portions of the South Ranch of the Palo Corona property carry out the intent of the grant agreements. Pursuant to Section 14667.1 of the Government Code, the Department of General Services exempts from its approval acquisition of fee title, easement, license and permit of real property rights, provided the transaction does not involve more than \$150,000 and the WCB assumes full responsibility and liability for legal policy and all other aspects of the transaction. This project is exempt from the approval requirements as no consideration is changing hands in the transfer of these properties to the State or its designees, and WCB has certified that all conditions for exemption have been complied with on all appropriate documentation.

# Palo Corona Ranch Funding Sources

## Funding Agency

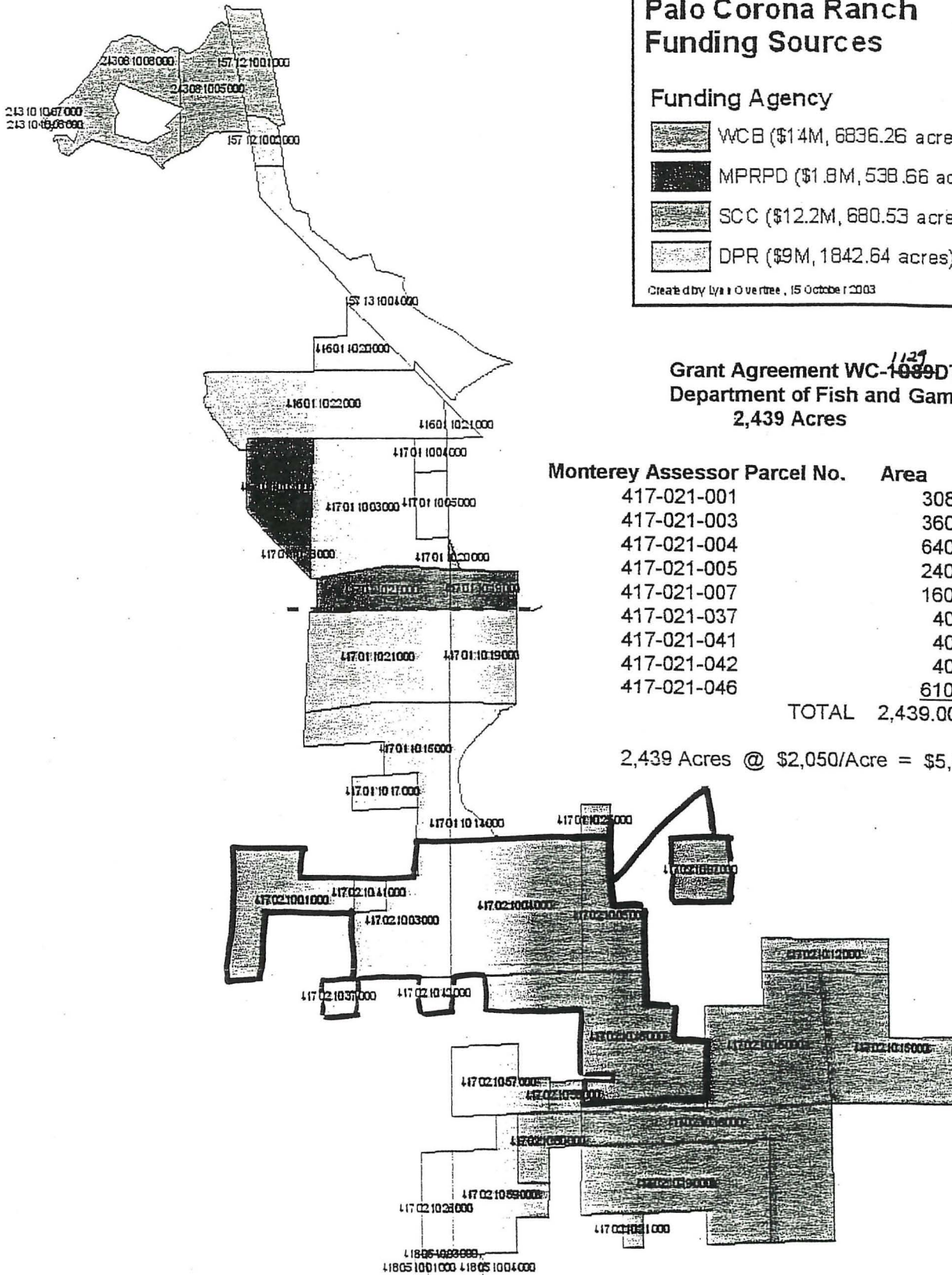
-  WCB (\$14M, 6836.26 acres)
-  MPRPD (\$1.8M, 538.66 acres)
-  SCC (\$12.2M, 680.53 acres)
-  DPR (\$9M, 1842.64 acres)

Created by Lyle Overton, 15 Octobre 2003

Grant Agreement WC-<sup>1121</sup>1039DT  
Department of Fish and Game  
2,439 Acres

Monterey Assessor Parcel No.	Area
417-021-001	308.86 Acres
417-021-003	360.00 Acres
417-021-004	640.00 Acres
417-021-005	240.00 Acres
417-021-007	160.00 Acres
417-021-037	40.00 Acres
417-021-041	40.00 Acres
417-021-042	40.00 Acres
417-021-046	610.14 Acres (Por)
TOTAL 2,439.00 Acres	

2,439 Acres @ \$2,050/Acre = \$5,000,000.00





# Palo Corona Ranch Funding Sources

## Funding Agency

- WCB (\$14M, 6836.26 acres)
- MPRPD (\$1.8M, 538.66 acres)
- SCC (\$12.2M, 680.53 acres)
- DPR (\$9M, 1842.64 acres)

Created by Lisa Overton, 15 October 2003

Grant Agreement WC-2046 BT

Mid-parcel division of  
funding sources

(#600,000 - MPAPD)

The Monterey Peninsula  
Regional Park District  
1,227.60 Acres

The Big Sur Land Trust  
The Nature Conservancy  
40.00 Acres

State of California  
Department of Fish and Game  
3,123.24 Acres



## EXHIBIT A

The following Monterey County Assessor Parcel Numbers have been identified by the Department of Fish and Game (DFG), in consultation with the Big Sur Land Trust (BSLT) and The Nature Conservancy, to be transferred from the BSLT to the State of California for operation by the DFG:

<u>Monterey County</u> <u>Assessor Parcel Number</u>	<u>Area</u>
417-021-046 (Por) (Total Parcel 630 Ac)	19.86 Acres
417-021-012	160.00 Acres
417-021-016	560.00 Acres
417-021-015	480.00 Acres
417-021-057	200.00 Acres
417-021-058	30.00 Acres
417-021-060	120.00 Acres
417-021-018	560.00 Acres
417-021-026	80.00 Acres
417-021-059	306.66 Acres
417-021-019	560.00 Acres
417-021-021	30.00 Acres
418-051-001	12.25 Acres
418-051-003	2.47 Acres
418-051-004	2.00 Acres
<b>TOTAL</b>	<b>3,123.24 Acres</b>

*610.14/summary of transaction  
all 630 ac/assessor*

3,123.24 Acres @ \$2,050/Acre = \$6,402,642.00

## EXHIBIT B

The following Monterey County Assessor Parcel Numbers have been identified by the Department of Fish and Game (DFG), in consultation with the Big Sur Land Trust (BSLT) and The Nature Conservancy (TNC), to be retained by the BSLT together with a Conservation Easement in favor of TNC:

<u>Monterey County</u>		
<u>Assessor Parcel Number</u>		<u>Area</u>
417-011-025		<u>40.00 Acres</u>
	TOTAL	40.00 Acres

40.00 Acres @ \$2,050/Acre = \$82,000.00



## EXHIBIT C

The following Monterey County Assessor Parcel Numbers have been identified by the Department of Fish and Game, in consultation with the Big Sur Land Trust (BSLT) and The Nature Conservancy, to be transferred from the BSLT to the Monterey Peninsula Regional Park District:

<u>Monterey County</u> <u>Assessor Parcel Number</u>	<u>Area</u>
417-011-021 (Por) & 417-011-019 (Por)	692.60 Acres
417-011-015	338.40 Acres
417-011-014	116.00 Acres
417-011-017	<u>80.00 Acres</u>
TOTAL	1,227.60 Acres

1,227.60 Acres @ \$2,050/Acre = \$2,516,580.00