

APPROVED
Office of the General Counsel

REEL 3071 PAGE 362

Richard T Flynn

RECORDING REQUESTED BY
USDA - Forest Service

Date

1/24/95

RECORDED AT REQUEST OF

USDA Forest Service
FEB 24 10 30 AM '94

WHEN RECORDED MAIL TO:
Los Padres National Forest
6144 Calle Real
Coleta, CA 93117
ATTN: Jytte Kronberg

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RF	21
TC	20
T	15

15014

OFFICE OF RECORDER
COUNTY OF MONTEREY
SALINAS, CALIFORNIA

Recorded in counter-parts.

NON-EXCLUSIVE LIMITED EASEMENT DEED FOR A ROAD AND TRAIL

THIS EASEMENT DEED, dated this 21st day of May, 1993, is from:

MELVIN K. KELM, an unmarried man,
Owner of land described in Reel 953, Page 30,
APN 419-031-010;

PHILIP L. BALLARD and ROBERTA A. BALLARD, husband and wife,
Owners of land described in Reel 561, Page 1144,
APN 419-031-012;

ALBERT G. KUTCHER and FRANCES E. KUTCHER, husband and wife,
Owners of land described in Reel 2524, Page 0068,
APN 419-031-011;

FRANCES E. KUTCHER, Trustee for the Albert G. Kutcher, D.D.S., Inc.,
Profit Sharing Plan,
Owner of land described in Reel 2524, Page 0079,
APN 419-031-013;

THE BANK OF CALIFORNIA, as Trustee of the Emily T. Flory Irrevocable
Unitrust, dated May 5, 1992.
Owner of land described in Reel 2814, Page 1263,
APN 419-031-005;

PAUL JUNGER WITT, a married man, as his sole and separate property, and
PAUL JUNGER WITT, Trustee of the Paul Junger Witt Family Trust of 1993,
Owner of land described in Reel 2399, Page 0834, and Reel 2721, Page
181,
APN 419-031-025 and APN 420-011-034;

ROBERT A. THOMPSON, a single man,
Owner of land described in Reel 1956, Page 848,
APN 419-031-017;

MARY TROTTER and JOHN K. HARRINGTON, owners of easement across APN
419-031-017, abutting subject right-of-way, which provides access to Parcel
419-031-008, owned by Mary Harrington Trotter and John K. Harrington.

Correct as to consideration, description
and conditions.

Mary Medina
Date *2/22/94*
Forest Supervisor



REEL 3071 PAGE 363

MICHAEL S. FREED, a married man, as his sole and separate property,
Owner of land described in Reel 1696, Page 215,
APN 419-031-026;

VENTANA SECURITIES, INC., a California corporation,
Owner of land described in Reel 2660, Page 1161,
APN 420-021-003;

MICHAEL P. MARQUARD, a single man,
Owner of land described in Reel 1373, Page 0659,
APN 420-021-004;

JOSEPH M. STEINFELD, an unmarried man,
Owner of land described in Reel 1560, Page 0851,
APN 420-021-005;

JOHN STOCKTON CLUETT, a single man,
Owner of land described in Reel 2169, Page 1130,
APN 420-021-029;

JANE ELLEN SHARP, a married woman, as her sole and separate property, as to
an undivided 1/2 interest; JOSEPH ARTHUR RODGERS, WILLIAM FORSYTH RODGERS,
JEAN RODGERS WARE, CAROLINE RODGERS, aka CAROLINE RODGERS SHUTT, ANN
CORDELIA RODGERS, and JOHN MICHAEL RODGERS, each having an undivided 1/12
interest,
Owners of land described in Reel 2169, Page 1132,
APN 420-021-10;

DONALD A. PETKUS, a married man, as his sole and separate property,
SALVATORE LUCIDO, a single man, and GERALD R. PETKUS, a single man, each as
to an undivided 1/3 interest,
Owners of land described in Reel 2169, Page 1134,
APN 420-021-011;

GEORGE P. KOENIG, an unmarried man, as to an undivided 2/3 interest, and
GEORGE K. MICHAUD and MICHELLE M. EHRET, husband and wife, as Joint
Tenants, as to an undivided 1/3 interest,
Owners of land described in Reel 1315, Page 204,
APN 420-021-016;

JOHN K. HARRINGTON, Trustee of the John K. Harrington Family Living Trust
Agreement, executed January 2, 1981, and ROSS NISSEN, a married man,
Owners of land described in Reel 1479, Page 1210,
APN 420-021-014, and

WALTER S. TROTTER and MARY TROTTER, husband and wife, as Joint Tenants, as
to an undivided 50% interest, WALTER S. TROTTER and MARY TROTTER, husband
and wife, and CYRIL SCOTT CHAPPELLET, an unmarried man, as to an undivided
50% interest, as Tenants in Common,
Owners of land described in Reel 2467, Page 1028,
APN 420-021-025.



REEL 3071 PAGE 364

All of the above-mentioned parties, hereinafter collectively called "Grantor", to the United States of America, hereinafter called "Grantee". All of the above-mentioned references to recording data are found in the Official Records of the County of Monterey, State of California.

WITNESSETH;

1. Grantor for and in consideration of the grant of reciprocal easements noted herein, does hereby grant to Grantee and its assigns, a non-exclusive easement for a road, commonly known as the North Coast Ridge Road, and trail thereon, herein called the "Road", located over and across the following described lands, hereinafter referred to as the "Premises", in the County of Monterey, State of California;

MOUNT DIABLO MERIDIAN

T. 19 S., R. 2 E.,
secs. 32, 33, and 34.
T. 20 S., R. 2 E.,
secs. 1, 2, 3, and 12.
T. 20 S., R. 3 E.,
secs. 7, 8, 16, 17, N1/2 of Sec. 21, 22, 26, 27, 35, and 36.

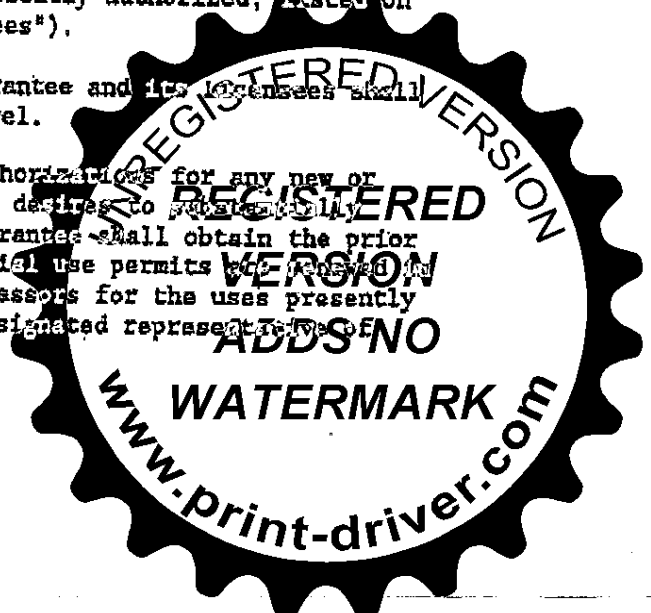
excepting from all the above described lands any lands not described in the above-mentioned Reel and Page references of the Official Records of Monterey County, California.

2. The non-exclusive easement hereby granted is for the maintenance, and full, free and quiet use and enjoyment of a Road and trail for the following purposes:

- a) the non-exclusive trail easement shall be for the purposes of hiking and/or equestrian uses by the general public; and
- b) the non-exclusive road easement shall be for the purposes of administrative use by (i) the acquiring agency, the Forest Service, United States Department of Agriculture (the "Forest Service"), and its contractors who have written contracts with Grantee, and (ii) the holders of special use authorizations issued by Grantee or their successors in interest for the uses presently authorized, listed on Exhibit A attached hereto (the "Licensees").

The vehicular use of the Road by the Grantee and its Licensees shall not be increased beyond the current level.

3. If Grantee desires to issue special use authorizations for any new or additional uses to those listed on Exhibit A, or desires to substantially increase its current level of use of the Road, Grantee shall obtain the prior written consent of Grantor. As the current special use permits are renewed in the name of the present permittees or their successors for the uses presently authorized, the Forest Service shall notify a designated representative of



REEL 3071 PAGE 365

Grantor, whose name has been provided to Grantee, of the renewal or issuance of the special use authorization and the name of the successor.

4. The location of the Road is shown on the map attached hereto as Exhibit B over and across the Premises herein above described. The legal description for the road is shown on Exhibit C. The width of the easement shall be 20 feet, 10 feet on each side of the center line, or more if necessary, to accommodate cuts and fills.

5. Grantee shall place appropriate signs on the easement related to the use of said easement, which signs shall be reasonably maintained. Grantee shall place signs stating that the general public is not allowed to use any mountain bikes, bicycles, or motor vehicles (including, without limitation, motorcycles) on the Road, nor shall the general public be permitted to discharge firearms on or across the Road, and that violation of such rules is subject to citation. The right to use the Road is restricted to United States Forest Service personnel, its contractors, Licensees, and those owners of properties which are contiguous with the Road or which have established rights-of-way over such properties. Grantee has the right to and shall, as far as is reasonably possible, enforce the restrictions imposed herein on the use of the Road.

6. The acquiring agency is the Forest Service, United States Department of Agriculture.

7. Grantee shall be responsible for road maintenance necessary for use of the Road by the Forest Service. The Forest Service may authorize holders of special use authorizations issued by the Grantee to perform maintenance necessary for the use of the Road. If Grantor wishes to maintain the Road to a higher standard than needed by the Forest Service or its special use permittees, the Grantor may do so but the Forest Service or its special use permittees shall not have to pay for any increased cost of a higher road standard. Grantee shall require all licensees to execute a cooperative road maintenance agreement as a condition to renewal or issuance of any special use authorization. Grantor shall have no obligation, financial or otherwise, to maintain the Road.

8. Locks that Grantee installs on any gates located over the Road shall be specially made for the use of this easement. The keys, duplication of which shall be restricted to the manufacturer, shall not be operable by the keys in general use by Grantee. Said locks are the property of the United States and may not be removed without the permission of Grantee.

9. Grantor reserves the right to make any use of the subject easement, which will not unreasonably interfere with the rights granted herein.

10. Grantee hereby grants to Grantor a reciprocal easement over the existing Road within the subject 20-foot easement area for a right-of-way over Grantee's lands, now owned or hereafter acquired, to the extent necessary to reach such Grantor's property. The easement granted by Grantee is for the full, free and quiet use and enjoyment of the road or roads for vehicular access and utility purposes. The width of the easement shall be 20 feet, 10 feet on each side of the center line, or more if necessary, to accommodate cuts and fills.



HEEL 3071 PAGE 366

11. Each of the parties comprising Grantor hereby grants an easement for vehicular access and utility purposes over his or her own lands, to each other party comprising Grantor who owns property contiguous with the Road (or, who has an easement over property contiguous with the Road), to the extent necessary to reach such party's property. The width of the easement shall be 20 feet, 10 feet on each side of the center line, or more if necessary, to accommodate cuts and fills.
12. Any improvements (or replacements thereof) presently existing within the easement area shall be permitted.
13. If the Regional Forester determines that its non-exclusive limited road and trail easement, or any segment thereof, is no longer needed, the road and trail easement traversed thereby as it applies to the Forest Service and its Licensees, shall be terminated. The termination shall be evidenced by a statement in recordable form furnished by the Regional Forester to Grantor, or its successors or assigns in interest. The rights in the easement granted to Grantor and in the easements granted among the parties comprising Grantor shall remain in effect until terminated by said parties.
14. This document may be executed in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Signature and acknowledgment pages may be detached from the counterparts and attached to a single copy of this document to form one document which may be recorded.
15. IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement Deed on the day and year first above written.



REEL 3071 PAGE 367

- MICHAEL S. FREED, a married man, as his sole and separate property,
Owner of land described in Reel 1696, Page 215,
APN 419-031-026;
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Owner of land described in Reel 2660, Page 1161,
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and wife, and CYRIL SCOTT CHAPPELLET, an unmarried man, as to an undivided
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Owners of land described in Reel 2467, Page 1029,
APN 420-021-025.



REEL 3071 PAGE 368

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secs. 32, 33, and 34.
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secs. 1, 2, 3, and 12.
T. 20 S., R. 3 E.,
secs. 7, 8, 16, 17, N1/2 of Sec. 21, 22, 26, 27, 35, and 36.

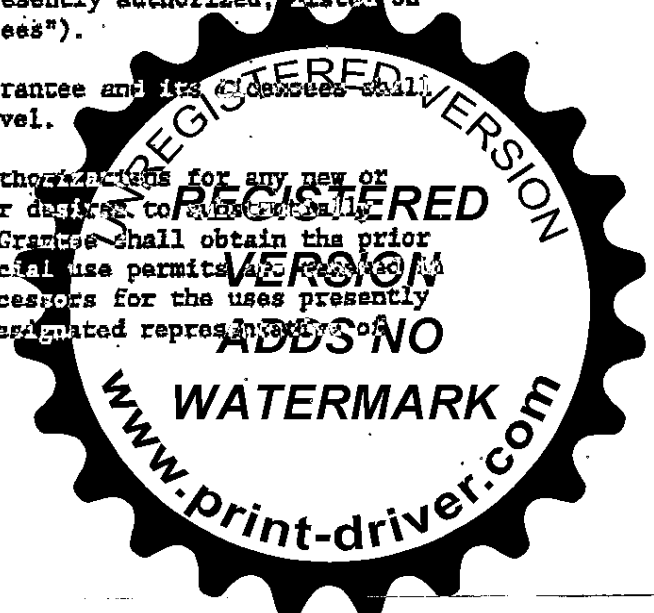
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3. If Grantee desires to issue special use authorizations for any new or additional uses to those listed on Exhibit A, or desires to substantially increase its current level of use of the Road, Grantee shall obtain the prior written consent of Grantor. As the current special use permits are renewed in the name of the present permittees or their successors for the uses presently authorized, the Forest Service shall notify a designated representative of



NEEL 3071 PAGE 369

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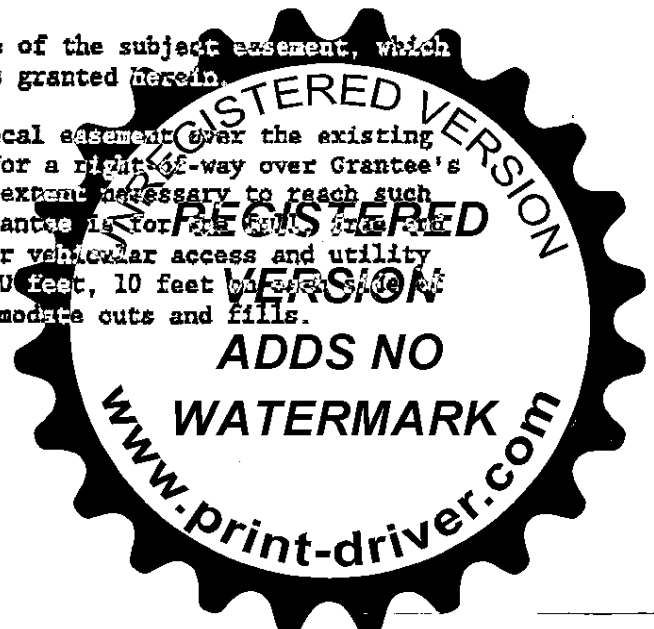
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7. Grantee shall be responsible for road maintenance necessary for use of the Road by the Forest Service. The Forest Service may authorize holders of special use authorizations issued by the Grantee to perform maintenance necessary for the use of the Road. If Grantor wishes to maintain the Road to a higher standard than needed by the Forest Service or its special use permittees, the Grantor may do so but the Forest Service or its special use permittees shall not have to pay for any increased cost of a higher road standard. Grantee shall require all licensees to execute a cooperative road maintenance agreement as a condition to renewal or issuance of any special use authorization. Grantor shall have no obligation, financial or otherwise, to maintain the Road.

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9. Grantor reserves the right to make any use of the subject easement, which will not unreasonably interfere with the rights granted herein.

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REEL 3071 PAGE 370

11. Each of the parties comprising Grantor hereby grants an easement for vehicular access and utility purposes over his or her own lands, to each other party comprising Grantor who owns property contiguous with the Road (or, who has an easement over property contiguous with the Road), to the extent necessary to reach such party's property. The width of the easement shall be 20 feet, 10 feet on each side of the center line, or more if necessary, to accommodate cuts and fills.

12. Any improvements (or replacements thereof) presently existing within the easement area shall be permitted.

13. If the Regional Forester determines that its non-exclusive limited road and trail easement, or any segment thereof, is no longer needed, the road and trail easement traversed thereby as it applies to the Forest Service and its Licensees, shall be terminated. The termination shall be evidenced by a statement in recordable form furnished by the Regional Forester to Grantor, or its successors or assigns in interest. The rights in the easement granted to Grantor and in the easements granted among the parties comprising Grantor shall remain in effect until terminated by said parties.

14. This document may be executed in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Signature and acknowledgment pages may be detached from the counterparts and attached to a single copy of this document to form one document which may be recorded.

15. IN WITNESS WHEREOF, Grantor and Grantee have executed this Easement Deed on the day and year first above written.



"Grantee"

"Grantor"

UNITED STATES OF AMERICA

By: Mark Madrid
Forest Supervisor

MELVIN K. REIM

Philip L. Ballard
PHILIP L. BALLARD

Roberta A. Ballard
ROBERTA A. BALLARD

ALBERT C. KUTCHER

FRANCES E. KUTCHER

FRANCES E. KUTCHER, Trustee for the
Albert C. Kutcher, D.D.S., Inc.
Profit Sharing Plan

THE BANK OF CALIFORNIA TRUST,
as Trustee of the Emily T. Flory
Irrevocable Unitrust, dated 5/5/92.

PAUL JUNGER WITT

PAUL JUNGER WITT, Trustee

ROBERT A. THOMPSON

JOHN K. HARRINGTON, easement owner
over APN 419-031-017

MARY TROTTER, easement owner
over APN 419-032-017



EXHIBIT A

ANDERSON PEAK
MONTEREY RANGER DISTRICT

<u>List of Electronic Site Permittees (Licensees)</u>	<u>Authorized Use</u>
COUNTY OF MONTEREY P.O. Box 1883 Salinas, CA 93901	812-Transmitting & Receiving- within FAA bldg) Single user
FEDERAL AVIATION ADMINISTRATION (bldg. owner) P.O. Box 92007 World Way Postal Center Los Angeles, CA 90009	822-Telephone lines-rural (Air Navigation Vortac Facility) Single user
PACIFIC BELL (bldg. owner) Attn: Lease Administrator 2 N. Second St., Rm. 675 San Jose, CA 95113	822-Telephone lines-rural (Microwave communications facility) Single user
STATE DEPT. OF HIGHWAY PATROL P.O. Box 898 Sacramento, CA 95804	812-Transmitting & Receiving (Radio-electronic equipment within FAA bldg.) Single user
ZEN Center 300 Page Street San Francisco, CA 94102	820-Telephone & Telegraph (Radio-electronic equipment within PacBell bldg.) Single user
MONTEREY COUNTY WATER RESOURCES AGENCY P.O. Box 930 Salinas, CA 93902	812-Transmitting & Receiving (Radio-electronic equipment for cloud seeding) Single user
STATE OF CA, DEPT. OF TRANSPORTATION P.O. Box 160048 Sacramento, CA 95816	812-Transmitting & Receiving (Radio-electronic equipment within FAA bldg.) Single user
DEPT. OF THE ARMY Los Angeles District, Corps of Engineers P.O. Box 2711 Los Angeles, CA 90053	621-Research Operation of Large Orthicon Camera & related facilities within FAA's VORTAC site. Single user



REEL 3071 PAGE 382

EXHIBIT C

ROAD AND TRAIL EASEMENT
FOR
NORTH COAST RIDGE ROAD
--
MONTEREY COUNTY, CALIFORNIA

A twenty-foot wide right-of-way, 10 feet each side of existing center line, across parts of sections 32, 33, and 34, Township 19 South, Range 2 East, sections 1, 2, 3, and 12, Township 20 South, Range 2 East, and sections 7, 8, 16, 17, 21, 22, 26, 27, 35, and 36, Township 20 South, Range 3 East, Mount Diablo Meridian, in the County of Monterey, State of California, as shown on the attached map entitled: "RIGHT-OF-WAY MAP - NORTH COAST RIDGE ROAD (20S05)" and marked Exhibit "B", the right-of-way being more fully described as follows:

BEGINNING on the southern boundary of T. 19 S. at a point in the vicinity of the corner common to sections 32 and 33, T. 19 S., R. 2 E., in section 33, Township 19 South, Range 2 East, thence;

- (1) in a northerly direction through sections 33 and 32, Township 19 South, Range 2 East,
- (2) in a southeasterly direction through sections 32, 33 and 34, Township 19 South, Range 2 East, to the north boundary of Township 20 South, Range 2 East,
- (3) in a southeasterly direction through sections 3, 2, 1 and 12, Township 20 South, Range 2 East, to the west boundary of Township 20 South, Range 3 East,
- (4) in a southeasterly direction through sections 7, 8, 17, 16, N1/2 of 21, 22, 27, 26, 35, and 36, Township 20 South, Range 3 East, to the south boundary of Township 20 South, Range 3 East, the point of TERMINATION.

END OF DOCUMENT

