

12
Wed



2004-0078876

Recording requested by and when recorded, mail to:

Oceana Marin Association
c/o Jennifer M. Pavlet
Fenton & Keller
P.O. Box 791
Monterey, CA 93942

Recorded REC FEE 40.00
Official Records
County Of
Marin
JOAN C. THAYER
Recorder

03:00AM 09-Sep-2004 WL Page 1 of 12

THIS SPACE

Documentary Transfer Tax \$ 0 *Valueless than 100*
[] Computed on full value of property conveyed, or
[] Computed on full value less liens and encumbrances remaining at time of sale

The undersigned
Signature of Declarant or Agent determining tax
Firm Name:

PEDESTRIAN EASEMENT

This Pedestrian Easement is granted and effective this 1st day of August, 2004 by St. Antony Monastery, a California nonprofit religious corporation ("Monastery"), as Grantor, for the benefit of Oceana Marin Association, a California nonprofit mutual benefit corporation ("Oceana Marin"), as Grantee, and appurtenant to the Oceana Marin Property (described below).

This Pedestrian Easement is granted with reference to the following facts and circumstances.

WHEREAS, Monastery is the owner in fee of certain real property located in Dillon Beach, County of Marin, California, comprised of Assessor's Parcel Nos. 100-100-30, 51, 57 and 100-040-33, previously and commonly known as the "Christopher Ranch", and more particularly described in the Grant Deed attached as Exhibit "A" hereto and made a part hereof (the "Monastery Property"); and

WHEREAS, the Oceana Marin Subdivision is located adjacent to the Monastery Property and is legally described as: "All the real property within the Subdivision Maps entitled 'Oceana Marin Unit 3' recorded in Book 14 of Maps at Page 58, 'Oceana Marin Unit 4' recorded in Book 14 of Maps at Page 65, and 'Oceana Marin Unit 5' recorded in Book 15 of Maps at Page 11, all filed in the Office of the Recorder, County of Marin, State of California" (the "Oceana Marin Property"); and

WHEREAS, Monastery desires to grant to Oceana Marin an easement over that portion of the Monastery Property described below and for the purposes described below.

NOW, THEREFORE, for consideration the adequacy and sufficiency of which is hereby acknowledged, Monastery hereby grants to Oceana Marin and

Oceana Marin's successors and assigns, on the terms and conditions set forth hereinafter, a perpetual non-exclusive ten (10) foot wide Pedestrian Easement appurtenant to the Oceana Marin Property for ingress and egress over and across the Monastery Property and extending out to the Estero De San Antonio.

A. LOCATION OF EASEMENT. The Pedestrian Easement shall be generally located starting at the end of Oceana Drive and continuing the existing dirt road that extends out to the Estero De San Antonio. The location of the Pedestrian Easement shall take into account safety concerns and erosion concerns. A legal description of the Pedestrian Easement is attached as Exhibit "B" hereto and made a part hereof.

B. RELOCATION OF EASEMENT. The Pedestrian Easement may be reasonably relocated in the event that the Monastery's development plans would interfere with Oceana Marin's continued use of the Pedestrian Easement in its current location as described in Exhibit "B" attached hereto. In that event, the Monastery and Oceana Marin, or their successors and assigns, shall mutually agree upon an alternate location for that portion of the Pedestrian Easement that will be relocated, taking into account safety considerations and erosion concerns. If the Pedestrian Easement is to be relocated, the parties shall execute and record an amendment to this document setting forth the legal description of the relocated Pedestrian Easement. Any such relocated portion of the Pedestrian Easement shall in no event be wider than ten (10) feet. The Monastery shall pay for any survey costs, recording costs, or other costs associated with such relocation of the Pedestrian Easement.

C. PURPOSE OF EASEMENT. The purpose of the Pedestrian Easement granted herein is to allow members of Oceana Marin and their guests pedestrian access to the Estero De San Antonio. In the event any portion of the Pedestrian Easement legally described in Exhibit "B" attached hereto should become inaccessible or impassable due to erosion, storm damage, or act of God, thereby frustrating the purpose of the Pedestrian Easement to provide ingress and egress over and across the Monastery Property to the Estero De San Antonio, then Monastery and Oceana Marin, or their successors and assigns, shall mutually agree upon an alternate location for that portion of the Pedestrian Easement, taking into account safety considerations and erosion concerns. Upon the parties' agreement on such alternate location, the parties shall execute and record an amendment to this document setting forth the legal description of the relocated Pedestrian Easement. Any such relocated portion of the Pedestrian Easement shall in no event be wider than ten (10) feet. Oceana Marin shall pay for any survey costs, recording costs, or other costs associated with such relocation of the Pedestrian Easement.

D. MAINTENANCE. Oceana Marin shall have the right, but not the duty, to maintain the Pedestrian Easement. Any and all costs and expenses

related to such maintenance that Oceana Marin elects to perform shall be borne by Oceana Marin, or its successors and assigns. Monastery shall not be obligated to maintain, improve, or otherwise expend any funds in connection with the Pedestrian Easement created by this grant of easement.

E. LIABILITY AND INDEMNIFICATION. This conveyance is made and accepted upon the express condition that Monastery, its agencies, departments, officers, agents, and employees are to be free from all liability and claim for damage by reason of any injury to any person or persons, or property of any kind whatsoever and to whomsoever belonging, from any cause or causes related to the use of the Pedestrian Easement by Oceana Marin members and their guests, except matters arising out of the sole negligence of Monastery. The Monastery shall have no liability and hereby expressly disclaims liability for any condition, whether natural or artificial, now or hereafter existing on the Monastery Property, provided that the foregoing will not be deemed to restrict the right of the easement holder to enforce the easement against the Monastery, including interference with the use thereof. Oceana Marin hereby covenants and agrees to defend, indemnify, and hold harmless Monastery, its agencies, departments, officers, agents, and employees from any and all liability, loss, cost, claims, attorneys' fees, and obligations on account of or arising out of such injuries or losses related to the use of the Pedestrian Easement by Oceana Marin members and their guests.

F. BENEFIT AND BURDEN. This grant of Pedestrian Easement shall run with and burden the Monastery Property, and all obligations, terms, conditions, and restrictions hereby imposed shall be deemed to be covenants and restrictions running with the land and shall be effective limitations on the use of the Monastery Property from the date of recordation of this document and shall bind the Monastery and all of its successors and assigns. This grant shall benefit Oceana Marin and its successors and assigns forever.

G. SUCCESSORS AND ASSIGNS. The terms, covenants, conditions, exceptions, obligations, and reservations contained in this conveyance shall be binding upon and inure to the benefit of the successors and assigns of both Monastery and Oceana Marin, whether voluntary or involuntary.

H. CONSTRUCTION OF VALIDITY. If any provision of this Pedestrian Easement is held to be invalid or for any reason becomes unenforceable, no other provision shall be thereby affected or impaired.

IN WITNESS WHEREOF, Monastery has granted and executed this Pedestrian Easement as of the day first above written.

ST. ANTONY MONASTERY:

Pope Shenouda III

By: *F. J. [unclear] Attorney in fact*
Its: *President*

OCEANA MARIN ASSOCIATION:

Signed in counterpart

By: _____
Its: _____

By: _____
Its: _____

IN WITNESS WHEREOF, Monastery has granted and executed this Pedestrian Easement as of the day first above written.

ST. ANTONY MONASTERY:

By: _____
Its: _____
*Signed in
counterpart*

OCEANA MARIN ASSOCIATION:

By: Raffi Kest
Its: PRESIDENT

By: J. E. Whi
Its: VP

NOTARY ACKNOWLEDGEMENT

STATE OF NEW YORK
COUNTY OF NEW YORK

On AUGUST 25, 2004, before me KATHLEEN GALLO

Notary Public, personally appeared MAGED F. RIAD

personally known to me OR

proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Kathleen Gallo
Notary Public

KATHLEEN GALLO
Notary Public, State of New York
No. 30-4680321
Qualified in Nassau County
Commission Expires 8-31-06

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Marin } ss.

On 8/28/04, before me, Karen Karlow, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Richard J. Kapash & Jack E. Weir
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in ~~his~~/her/their authorized capacity(ies), and that by ~~his~~/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Karen Karlow

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Pedestrian Easement

Document Date: 8/28/04 Number of Pages: 4

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

3
unw
my

RECORDING REQUESTED BY
Pacific Coast Title Company
Escrow No. 121282



1999-0072481

Recorded
Official Records
County Of
Marin
JOAN C. THAYER
Recorder

REC FEE 13.00
TAX 1760.00
NORF 28.00

11:00AM 29-Sep-1999

CS
Page 1 of 3

AND WHEN RECORDED MAIL TO:

Saint Antony Monastery

P.O. Box 100
Barstow, CA 92312

C.O.R. NOT
FILED
\$20.00
PAID

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAIL TAX STATEMENTS TO:

Same as Above

Documentary transfer tax \$1,760.00
 Computed on full value of property conveyed, or
 Computed on full value less liens & encumbrances
remaining thereon at time of sale.

The undersigned Grantor declares

Signature of declarant or agent determining tax - firm name
 Unincorporated area City of San Rafael

100-100-30, 51 & 57

A.P. # 100-040-33

C.A. # 94-015

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Cynthia S. Christopher, as Trustee of The Cynthia S. Christopher Living Trust dated March 27, 1998 and Geronima Soriano Belen, an unmarried woman

hereby GRANT(s) to: Saint Antony Monastery, a California Nonprofit Religious Corporation

The real property located in the unincorporated area County of Marin State of California, described on exhibit A attached hereto and made a part hereof.

AKA: Christopher Ranch
Dillon Beach, CA

Dated: September 23, 1999

State of California
County of San Mateo

Cynthia S. Christopher
Cynthia S. Christopher

Geronima Soriano Belen
Geronima Soriano Belen

On September 23, 1999 before me,

Catherine A. Leary, Notary
personally appeared *Cynthia S. Christopher*
and *Geronima Soriano Belen*

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and by his/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Catherine A. Leary



This area for Notary Seal or Stamp

EXHIBIT A
LEGAL DESCRIPTION

PARCEL ONE:

BEGINNING at a stake on Ocean Beach on a line between Sections 21 and 28, 62.11 chains West of corner to Sections 21, 22, 27 and 28; thence along said Ocean Beach, in a Northwesterly course to the junction of the Estero or salt water creek, sometimes called The Estero de Tomales, with the ocean; thence following the meanderings of said Estero to the fence that strikes said creek on the West line of land formerly owned by Stemple, said fence being the division line between the lands formerly owned by Stemple and the lands herein conveyed, known as the "Woods Ranch"; thence South 33° East along said fence, 4.90 chains; thence South 1-3/4° East 2.70 chains; thence East 20.94 chains; thence South 01° East along the fence on the West line of land formerly owned by Stemple, 41.77 chains; thence West 33 links; thence South 02° West 43.50 chains along the fence on the West line of land formerly owned by Ables, to the fence on the North line of the lands formerly Geo Dillon; thence North 89° West along the said fence 41.30 chains; thence following said fence, South 52° West 8.75 chains; thence South 79° West 7.10 chains; thence South 87-3/4° West 2.70 chains; thence South 65° West 7.20 chains; thence South 31° West 7.10 chains; thence South 39-1/2° West 4.80 chains; thence South 66° West 7.50 chains; thence South 82° West 6.90 chains; thence South 87° West 5 chains; thence West 1.55 chains to Ocean Beach; thence following the said beach to the point of beginning.

EXCEPTING therefrom all that portion thereof which is particularly described and set forth in the Deed dated February 8, 1887 between Guy M. Wood and Sarah I. Wood, wife of said G.M. Wood, of Marin County, California, as parties of the first part, and William Rowland, of the same County and State, as party of the second part, said Deed being recorded on March 29, 1877 in Book "P" of Deeds at Page 315, Marin County Records.

ALSO excepting therefrom all that portion lying below the line of ordinary high tide of the Pacific Ocean.

ALSO excepting therefrom any portion not formed by the natural deposit of alluvion in imperceptible degrees.

EXCEPTING therefrom all of the land shown on the Map entitled "Map of Oceana-Marin, in the County of Marin, California", filed September 7, 1965 in Map Book 13 at Page 37.

ALSO excepting from Parcel A above all of the lands shown on the Map of Oceana Marin Unit 5 filed March 3, 1972 in Map Book 15 at Page 11.

ALSO excepting from Parcel One above those portions thereof described in the Partial Reconveyance executed by Title Insurance and Trust Company, Trustee, recorded July 30, 1969 in Book 2315 of Official Records at Page 640, which portions are described as Parcels One-A and Two herein.

ALSO excepting therefrom the lands conveyed in fee title in the following deeds:

A) To Coast Springs Water Company, recorded November 2, 1965 in Book 1996 of Official Records at Page 2;

B) To Estero Mutual Water Company, a corporation, recorded February 13, 1970 in Book 2355 of Official Records at Page 487;

C) To North Marin County Water District, a public corporation, recorded July 13, 1973 in Book 2705 of Official Records at Page 135; and

-Continued-

Legal Description (continued)

D) To Estero Mutual Water Co., a California Corporation, recorded April 29, 1974 in Book 2787, of Official Records at Page 633, all in Marin County Records.

PARCEL TWO:

A NON EXCLUSIVE easement for general road purposes as described in the instrument by and between California Eucalyptus Plantation Company, a corporation and William Rowland, recorded August 11, 1913 in Book 153 of Deeds at Page 367, Marin County Records.

PARCEL THREE:

A NON EXCLUSIVE right of way or easement to use for general road purposes and for ingress to and egress from the property hereinbefore described as Parcel One, over that real property described in the Deed dated February 8, 1877 between Guy M. Wood and Sarah I. Wood, as parties of the first part, and William Rowland, as party of the second part, said Deed being recorded March 29, 1877 in Book "P" of Deeds at Page 315, Marin County Records, to and connecting with the roadway easement described as Parcel Two above.

SAID roadway easement shall be of a uniform width of 60 feet and shall be directly adjacent to and parallel with the Southerly boundary of said real property immediately hereinabove described, recorded in Book "P" of Deeds at Page 315, Marin County Records.

EXHIBIT "A"



Being an easement 10 feet in width for pedestrian access purposes over the lands of Saint Anthony Monastery as described in Document Number 1999-0072481 of Official Records, Marin County Records, the centerline of which is more particularly described as follows:

Commencing at a well monument with a 2" brass disc, stamped LS 3316, at the centerline intersection of Oceana Drive and Lelani Lane as shown on the subdivision map of Oceana Marin Unit 5 as filed in Book 15 of Maps, at Page 11, of Official Records, Marin County Records; thence along a curve to the left, whose radius bears South 61 degrees 45 minutes 00 seconds, 1345 feet, a central angle of 01 degree 56 minutes 50 seconds for an arc length of 45.50 feet to a point on the centerline intersection with the end line of Oceana Drive as shown on said map and the **True Point of Beginning**; thence along said centerline North 03 degrees 12 minutes 13 seconds East, 71.80 feet; thence North 89 degrees 58 minutes 51 seconds East, 126.18 feet; thence South 42 degrees 17 minutes 11 seconds East, 17.95 feet; thence North 50 degrees 56 minutes 02 seconds East, 228.94 feet; thence along a curve to the left having a radius of 130.00 feet and a central angle of 99 degrees 47 minutes 17 seconds for an arc length of 226.41 feet; thence North 48 degrees 44 minutes 11 seconds West, 326.39 feet; thence North 48 degrees 14 minutes 47 seconds West, 224.41 feet; thence along a curve to the left having a radius of 755.00 feet and a central angle of 07 degrees 12 minutes 03 seconds for an arc length of 94.89 feet; thence North 55 degrees 26 minutes 48 seconds West, 59.78 feet; thence along a curve to the left having a radius of 1000.00 feet and a central angle of 03 degrees 36 minutes 31 seconds for an arc length of 62.98 feet; thence North 62 degrees 04 minutes 47 seconds West, 82.60 feet; thence along a curve to the left having a radius of 100.00 feet and a central angle of 55 degrees 36 minutes 07 seconds for an arc length of 97.04 feet; thence South 62 degrees 19 minutes 21 seconds West, 111.12 feet; thence along a curve to the right having a radius of 150.00 feet and a central angle of 56 degrees 22 minutes 43 seconds for an arc length of 147.60 feet; thence North 57 degrees 36 minutes 52 seconds West, 351.41 feet; thence along a curve to the right having a radius of 1000.00 feet and a central angle of 09 degrees 32 minutes 27 seconds for an arc length of 166.52 feet; thence North 43 degrees 37 minutes 58 seconds West, 23.96 feet; thence along a curve to the left having a radius of 1500.00 feet and a central angle of 04 degrees 42 minutes 26 seconds for an arc length of 123.24 feet; thence North 48 degrees 20 minutes 21 seconds West, 100.00 feet; thence along a curve to the right having a radius of 780.00 feet and a central angle of 18 degrees 19 minutes 52 seconds for an arc length of 249.55 feet; thence North 30 degrees 00 minutes 24 seconds West, 128.41 feet; thence along a curve to the left having a radius of 250.00 feet and a central angle of 28 degrees 52 minutes 12 seconds for an arc length of 125.97 feet; thence North 58 degrees 52 minutes 53 seconds West,

104.33 feet; thence along a curve to the left having a radius of 280.00 feet and a central angle of 29 degrees 31 minutes 05 seconds for an arc length of 144.25 feet; thence North 88 degrees 23 minutes 38 seconds West, 28.91 feet; thence along a curve to the right having a radius of 270.00 feet and a central angle of 12 degrees 00 minutes 42 seconds for an arc length of 56.60 feet; thence North 76 degrees 23 minutes 04 seconds West, 43.27 feet; thence along a curve to the right having a radius of 25.00 feet and a central angle of 60 degrees 12 minutes 43 seconds for an arc length of 26.27 feet; thence North 16 degrees 10 minutes 55 seconds West, 38.04 feet; thence along a curve to the left having a radius of 50.00 feet and a central angle of 42 degrees 14 minutes 36 seconds for an arc length of 36.86 feet; thence North 60 degrees 05 minutes 10 seconds West, 113.27 feet; thence along a curve to the right having a radius of 400.00 feet and a central angle of 12 degrees 56 minutes 59 seconds for an arc length of 90.41 feet; thence North 50 degrees 53 minutes 36 seconds West, 119.60 feet; thence along a curve to the right having a radius of 280.00 feet and a central angle of 13 degrees 45 minutes 49 seconds for an arc length of 67.26 feet; thence North 37 degrees 07 minutes 59 seconds West, 85.50 feet; thence along a curve to the right having a radius of 40.00 feet and a central angle of 109 degrees 35 minutes 17 seconds for an arc length of 76.51 feet; thence North 72 degrees 26 minutes 46 seconds East, 104.45 feet; thence along a curve to the right having a radius of 40.00 feet and a central angle of 07 degrees 47 minutes 49 seconds for an arc length of 55.79 feet; thence North 80 degrees 14 minutes 25 seconds East, 65.73 feet; thence along a curve to the left having a radius of 30.00 feet and a central angle of 128 degrees 49 minutes 15 seconds for an arc length of 67.45 feet; thence North 48 degrees 34 minutes 35 seconds West, 69.41 feet; thence along a curve to the left having a radius of 270.00 feet and a central angle of 09 degrees 05 minutes 30 seconds for an arc length of 42.84 feet; thence North 57 degrees 40 minutes 52 seconds West, 63.13 feet; thence along a curve to the right having a radius of 60.00 feet and a central angle of 40 degrees 49 minutes 36 seconds for an arc length of 42.75 feet; thence North 05 degrees 58 minutes 39 seconds West, 125 feet, more or less to a point on the northwesterly line of said lands of Saint Anthony Monastery at the Estero de Tomales.

APN 100-100-30, 51, and 57 (ESMT)
OCEANA MARIN
Job No. 2004-044
June 21, 2004
Revised August 23, 2004

