



Janet K. Goldsmith

916.321.4500  
jgoldsmith@kmtg.com

April 1, 2011

Rick Hanson  
PBS&J  
1200 2d Street, Suite 200  
Sacramento, CA 95814

Re: Response to Comments by California Coastal Commission and  
Department of Parks and Recreation

Dear Rick:

In response to your request for additional information related to specific comments to the DEIR submitted by the California Coastal Commission and the Department of Parks and Recreation, El Sur Ranch provides the following for your consideration in responding to those comments.

I. Response to DPR's following comment concerning Old Well:

The DEIR fails to mention in the discussion regarding the existing points of diversion (POD) that the Old Well was relocated and reconstructed, and the dates.

El Sur Ranch has pumped groundwater from a well near the Big Sur River since about 1950. The subject well, commonly designated as the "Old Well" was drilled in 1949. The Old Well has never been relocated and remains in production today. Other subsequently drilled wells are discussed and distinguished in Section II, below.

II. Response to CCC's following comment concerning New Well:

We note that the DEIR avoids our previous comment regarding the coastal development permit (CDP) history of the wells and infrastructure, particularly the "new well." Please describe definitively if the applicant did/did not receive all necessary permits, including a CDP, for this well, and please provide all relevant documentation for same. In short, the DEIR provides an unclear history related to the timing and permitting of this well, and those facts need to be clearly established in order to understand the project and its potential impacts.

The CCC's comment requests a legal conclusion, not environmental analysis. PBS&J is not qualified to render a legal opinion on whether a Coastal Development Permit was legally "necessary" for installation or operation of the New Well.

The DEIR provides information and analysis of the impact of El Sur Ranch irrigation pumping both with and without the issuance of the permit, considering only diversion for irrigation of the 25 acres of riparian pasture in the absence of a permit. This analysis, a "worst-case" description, concludes that the effect of no-project pumping would be a 0.03 cfs reduction in surface flow of the Big Sur River (DEIR at 6-4 and 6-5), compared with a maximum flow reduction of 0.8 cfs that occurs when both Old and New Well are pumping (DEIR at 4.2-64). The permitting history of the New Well would not change this analysis.

### III. Coastal Zone Conservation Act

Although it is irrelevant to the environmental analysis of the proposed water right, the following provides a brief chronology of the Coastal Zone Conservation Act and El Sur Ranch's wells:

Old Well: The Old Well was drilled in 1949, before the California Environmental Quality Act, the Coastal Zone Conservation Act of 1972 or the 1976 Coastal Act were became law.

New Well: The California Coastal Zone Conservation Act of 1972 required permits from the Coastal Commission for new development after February 1, 1973 (later amended to November 8, 1972). Before that date, on September 28, 1972, El Sur Ranch received a temporary use permit ("Permit") from the Department of Parks and Recreation ("DPR"), pursuant to rights reserved in the Ranch's 1971 grant deed of land to DPR for Andrew Molera State Park. (See Attachment A.)

The Permit authorized El Sur Ranch to drill five test wells within the granted parcel to serve the Ranch, the U.S. Naval Facility at Point Sur and Andrew Molera State Park, and to convert the successful wells to permanent use. El Sur Ranch commenced drilling on November 6, 1972, performed substantial work under the Permit prior to November 8, 1972 (see Attachment B) and completed the work in 1975 pursuant to oral and written extensions of the Permit.

Of the new wells drilled pursuant to the Permit, one became the ESR New Well, one became the well for Molera Park headquarters, and two wells were drilled to serve the U.S. Naval Facility, now a part of the Point Sur State Historic Park.

The Permit provided that the State would grant an easement for the incidental structures necessary to transport water from the wells to El Sur Ranch, "including rights

Rick Hanson  
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8896-2

necessary for the continued operation, maintenance and renewal of the wells, structures and pipelines.” Although required by the Permit, the state refused to grant the easement specified and the El Sur Ranch was forced to bring litigation to compel the grant of easement to perfect access to the well that had already been drilled pursuant to the 1972 Permit. DPR entered into an Agreement and Grant of Easement on September 1, 1982, settling the litigation. (See Attachment C.) Because of the delay, the New Well did not become operational until 1984.

Sincerely,

KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD  
A Law Corporation



Janet K. Goldsmith

JKG/ll  
Attachments

cc: Paul Murphey

967834.1 8896.2

# **ATTACHMENT A**

STATE OF CALIFORNIA - RESOURCES AGENCY  
DEPARTMENT OF PARKS AND RECREATION

TEMPORARY USE PERMIT

Mr. Cortlandt T. Hill

Date: 9/28/72

P. O. Box 1588

Monterey, California 93940

Permittee is hereby granted permission to use subject to the conditions set forth below for the period beginning on July 1, 1972 and ending on December 31, 1972, that portion of Andrew Molera State Park which is generally delineated in red on the plat attached marked Exhibit "A", which exhibit by this reference is incorporated herein for all purposes, subject to the right of the State Park District Superintendent to reasonably designate the portion of said park which is used under the terms of this permit.

This permit is issued for the purpose of drilling test holes for the purpose of establishing water wells for domestic and agricultural uses to serve the permittee, the U. S. Naval Facility, Point Sur, and the Andrew Molera State Park.

This permit is issued upon the following conditions:

1. That the premises be used only for the purposes specified above.
2. That the exercise of any of the privileges granted in this permit constitutes acceptance of all the conditions of this permit.
3. Permittee, in the exercise of the privileges herein granted, shall at all times comply with all applicable laws, rules and regulations including, but not limited to, rules and regulations of the State Park System now in effect or hereinafter adopted.

EXHIBIT

A

disposed of in a manner satisfactory to State. Permittee is hereby granted right to remove vegetation at drilling sites necessary for fire prevention as required by State of California Division of Forestry while arc welding and/or flame cutting. Permittee will reseed said areas with grass seed of native species by end of permit period.

5. This permission is subject to all valid and existing contracts, leases, licenses, encumbrances and claims of title which may affect said property and the use of the word "grant" herein shall not be construed as a covenant against the existence of any thereof.

6. Permittee hereby waives all claims and recourse against the State of California for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this permit. Permittee agrees to indemnify, save harmless, and defend the State of California, its officers, agents, and employees against any and all claims, demands or causes of action that may be brought against the State of California, its officers, agents and employees arising out of, or in any way connected with or incident to this permit.

7. That upon termination of this permit, Permittee shall remove all property and equipment placed by or for Permittee upon said premises and restore said premises as nearly as possible to the same state and condition they were in prior to Permittee's entry upon said premises; but if Permittee shall fail so to do and in the event Permittee shall not correct such breach within ten (10) days after being requested in writing to do so by State, then State may do so all at Permittee's cost and expense, to be paid by Permittee on demand.

8. The route of ingress, egress and access by Permittee for the purposes herein shall be reasonably designated and redesignated by the State.

9. In its use of the area Permittee shall comply with all State requirements including, but not limited to, parking control and the uses contemplated herein.

10. This permit shall terminate at the end of the period as hereinabove provided except that State reserves the right to terminate at any time during said

10. This permit shall terminate at the end of the period as hereinabove provided except that State reserves the right to terminate at any time during said period upon giving ten (10) days' written notice to Permittee of State's intention to terminate. Upon breach by Permittee of any of the conditions set forth herein, State may terminate the permit immediately by written notice to Permittee.

11. This permit shall not, nor shall any interest therein or thereunder, be assigned, mortgaged, hypothecated or transferred by Permittee whether voluntary or involuntary or by operation of law, nor shall Permittee let or sublet, or grant any license or permit with respect to the use and occupancy of the said premises, or any portion thereof without the written consent of State being first had and obtained.

12. Deleted.

13. If after drilling five (5) test holes you are unable to establish suitable water wells in this area, you are authorized with the consent of the State Park District Superintendent or his authorized representative to drill at such other locations in this general area as he may designate. In any event, any hole which has been drilled which does not produce a suitable water well will be plugged and the area restored to a condition acceptable to the State Park District Superintendent or his authorized representative before Permittee starts to drill another hole.

14. At the end of the term provided for in this permit or upon its sooner termination as provided in paragraph 10, Permittee agrees to remove all equipment and facilities Permittee has placed within this State Park under the terms of this permit, except well casings placed in the ground. Any well casing left in the ground under the terms hereof must be capped.

15. In the event three (3) suitable water wells are developed under the terms of this permit, one of such wells shall be made available for the exclusive use of the State. The remaining two wells shall be for the use of Permittee, his heirs, successors or assigns. In the event suitable producing wells are obtained, State

for the incidental structures necessary for such well and the pipelines necessary to transport water therefrom to the property of the Permittee, including the rights necessary for the continued operation, maintenance and renewal of the wells, structures and pipelines.

16. The water well, for the use of the State of California to serve the Andrew Molera State Park shall be drilled adjacent to the Park Headquarters complex.

17. Before the execution of this permit paragraph 12 was deleted and paragraphs 13, 14, 15, 16 and 17 were added.

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION

William Penn Mott, Jr., Director

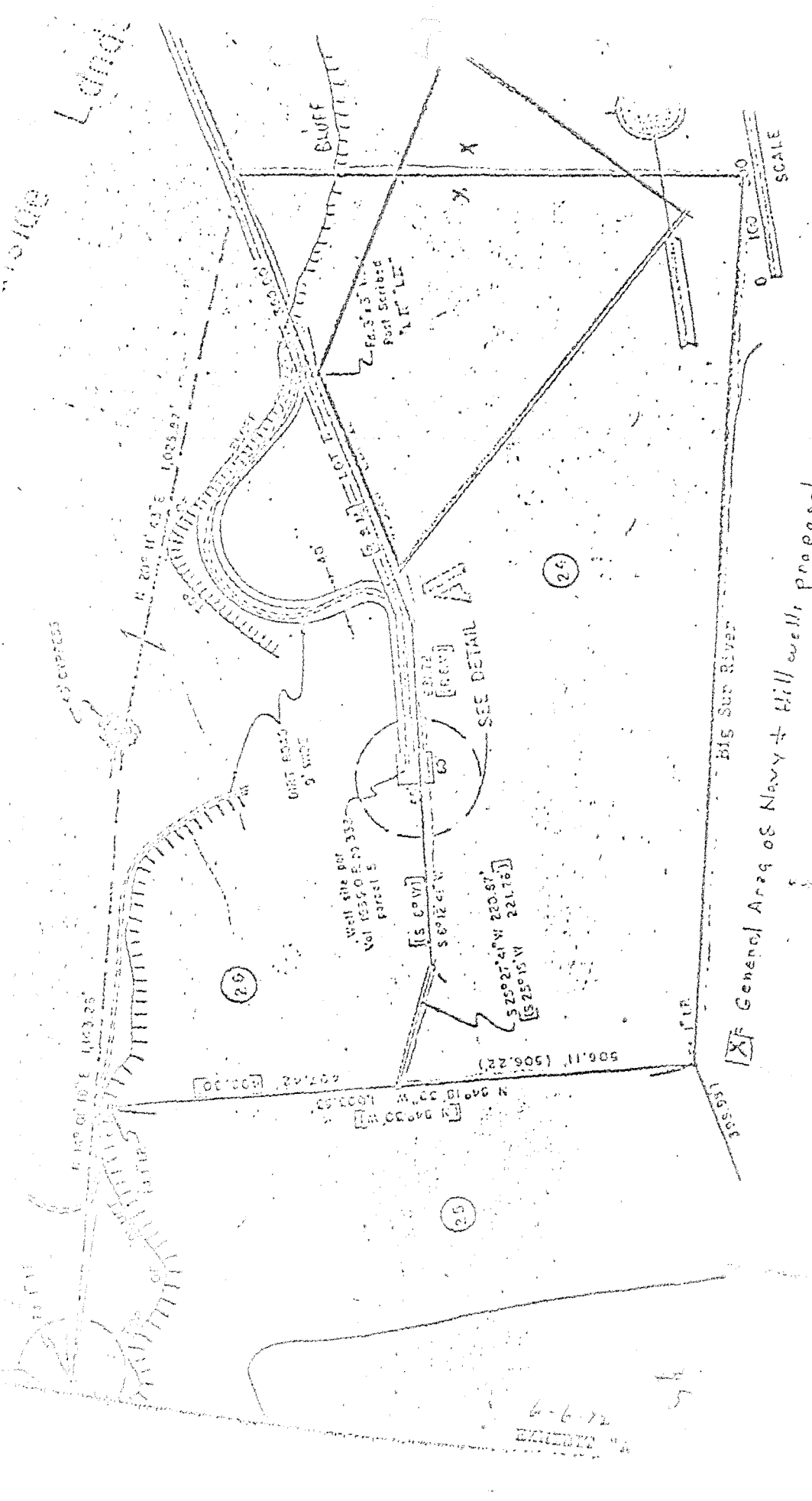
By *Robert M. Mott*

The terms of the above permit  
accepted by the Permittee this  
24 day of July, 1972.

*Cortlandt T. Hill*  
Cortlandt T. Hill, Permittee



100000  
Land



General Area of Navy + Hill wells, proposed

EXHIBIT

6-6-72  
EXHIBIT

# **ATTACHMENT B**

WELL DRILLING

PEERLESS PUMPS

# DEXTER MACHINERY

DON DEXTER  
(408) 842-5770

4180 CANADA ROAD  
GILROY, CALIFORNIA 95020

FRANK PERINO  
(408) 842-4392

Mr. C. T. Hill  
Coast Rt. El Sur Ranch  
Monterey, Calif.

March 20, 1973

Pump test done on the following wells:

*Navy - dry hole* #1 - 10 hrs. 50 gpm.

*Navy* #2 - 30 hrs. 350 gpm.

*Irrig* #3 85 hrs. 800 gpm.

*State Park* #4 - 28 hrs. 105 gpm.

Total hours testing 153 hrs. @ \$14.00

\$2142.00

Total gallons and water level on well logs enclosed.

STATE OF CALIFORNIA  
THE RESOURCES AGENCY

Do Not Fill In

No 86691

DUPLICATE  
Retain this copy

DEPARTMENT OF WATER RESOURCES  
WATER WELL DRILLERS REPORT

State Well No. \_\_\_\_\_  
Other Well No. \_\_\_\_\_

<p>(1) OWNER:</p> <p>Name <u>C. T. Hill</u></p> <p>Address <u>Coast Rt., El Sur Ranch, Monterey CA</u></p>				<p>(11) WELL LOG:</p> <p>Total depth <u>32</u> ft. Depth of completed well <u>32</u> ft.</p> <p>Formations: Describe by color, character, size of material, and structure</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>TOP SOIL</td> <td>0 ft. to</td> <td>3</td> <td>ft.</td> </tr> <tr> <td>GRAVEL</td> <td>3</td> <td>4</td> <td></td> </tr> <tr> <td>SAND</td> <td>4</td> <td>11</td> <td></td> </tr> <tr> <td>GRAVEL</td> <td>11</td> <td>29</td> <td></td> </tr> <tr> <td>GRAY CLAY</td> <td>29</td> <td>32</td> <td></td> </tr> </table>				TOP SOIL	0 ft. to	3	ft.	GRAVEL	3	4		SAND	4	11		GRAVEL	11	29		GRAY CLAY	29	32									
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SAND	4	11																																	
GRAVEL	11	29																																	
GRAY CLAY	29	32																																	
<p>(2) LOCATION OF WELL:</p> <p>County <u>Monterey</u> Owner's number, if any _____</p> <p>Township, Range, and Section _____</p> <p>Distance from cities, roads, railroads, etc. _____</p> <p><u>El Sur Ranch, Monterey, CA</u></p>				<p>(3) TYPE OF WORK (check):</p> <p>New Well <input checked="" type="checkbox"/> Deepening <input type="checkbox"/> Reconditioning <input type="checkbox"/> Destroying <input type="checkbox"/></p> <p>If destruction, describe material and procedure in Item 11. _____</p>																															
<p>(4) PROPOSED USE (check):</p> <p>Domestic <input checked="" type="checkbox"/> Industrial <input type="checkbox"/> Municipal <input type="checkbox"/></p> <p>Irrigation <input type="checkbox"/> Test Well <input type="checkbox"/> Other <input type="checkbox"/></p>		<p>(5) EQUIPMENT:</p> <p>Rotary <input type="checkbox"/></p> <p>Cable <input checked="" type="checkbox"/></p> <p>Other <input type="checkbox"/></p>		<p>(6) CASING INSTALLED:</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2">STEEL:</td> <td colspan="2">OTHER:</td> <td colspan="3" rowspan="2">If gravel packed</td> </tr> <tr> <td>SINGLE <input checked="" type="checkbox"/></td> <td>DOUBLE <input type="checkbox"/></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <th>From ft.</th> <th>To ft.</th> <th>Diam.</th> <th>Gage or Wall</th> <th>Diameter of Bore</th> <th>From ft.</th> <th>To ft.</th> </tr> <tr> <td>0</td> <td>32</td> <td>10</td> <td>8</td> <td></td> <td></td> <td></td> </tr> </table> <p>Size of shoe or well ring: <u>5/8x6"</u> Size of gravel: _____</p> <p>Describe joint: <u>Weld</u></p>				STEEL:		OTHER:		If gravel packed			SINGLE <input checked="" type="checkbox"/>	DOUBLE <input type="checkbox"/>						From ft.	To ft.	Diam.	Gage or Wall	Diameter of Bore	From ft.	To ft.	0	32	10	8			
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From ft.	To ft.	Diam.	Gage or Wall	Diameter of Bore	From ft.	To ft.																													
0	32	10	8																																
<p>(7) PERFORATIONS OR SCREEN:</p> <p>Type of perforation or name of screen _____</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th>From ft.</th> <th>To ft.</th> <th>Perf. per row</th> <th>Rows per ft.</th> <th>Size in. x in.</th> </tr> <tr> <td>14</td> <td>29</td> <td>6</td> <td>4</td> <td><u>1/2x3"</u></td> </tr> </table>							From ft.	To ft.	Perf. per row	Rows per ft.	Size in. x in.	14	29	6	4	<u>1/2x3"</u>																			
From ft.	To ft.	Perf. per row	Rows per ft.	Size in. x in.																															
14	29	6	4	<u>1/2x3"</u>																															
<p>(8) CONSTRUCTION:</p> <p>Was a surface sanitary seal provided? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> To what depth <u>12</u> ft.</p> <p>Were any strata sealed against pollution? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, note depth of strata _____</p> <p>From _____ ft. to _____ ft.</p> <p>From _____ ft. to _____ ft.</p> <p>Method of sealing <u>Cement</u></p>																																			
<p>(9) WATER LEVELS:</p> <p>Depth at which water was first found, if known <u>18</u> ft.</p> <p>Standing level before perforating, if known <u>18</u> ft.</p> <p>Standing level after perforating and developing <u>10</u> ft.</p>				<p>Work started <u>Nov 6 1972</u> Completed <u>Nov 11 1972</u></p> <p>WELL DRILLER'S STATEMENT:</p> <p><i>This well was drilled under my jurisdiction and this report is true to the best of my knowledge and belief.</i></p>																															
<p>(10) WELL TESTS:</p> <p>Was pump test made? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, by whom? <u>Dexter Mach.</u></p> <p><u>50</u> gal/min with <u>14</u> ft. drawdown after <u>8</u> hrs.</p> <p>Character of water _____ Was a chemical analysis made? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Was electric log made of well? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, attach copy _____</p>																																			
				<p>NAME <u>DEXTER MACHINERY</u></p> <p>(Person, firm, or corporation) (Typed or printed)</p> <p>Address <u>4180 Canada Rd, Gilroy, Ca., 95020</u></p> <p>[SIGNATURE] <u>Frank [unclear]</u></p> <p>(Well Driller)</p> <p>License No. <u>216500</u> Dated <u>March 20</u> 1973</p>																															

*Very dry hole*

SKETCH LOCATION OF WELL ON REVERSE SIDE

# **ATTACHMENT C**

AGREEMENT AND GRANT OF EASEMENT

Andrew Molera State Park

(Water Well)

(C. T. Hill Estate)

THIS AGREEMENT, made and entered by and between the State of California, acting through the Director of General Services with the approval of the Department of Parks and Recreation, hereinafter called "State", and the Cortland T. Hill 1974 Revocable Trust hereinafter called "Grantee".

W I T N E S S E T H:

State, acting through the Department of General Services, pursuant to the provisions of Section 14666 of the Government Code, does hereby grant unto Grantee an easement for the purpose of developing, operating, and maintaining a water well and pump station, underground water line, and underground electric line in, over, under, upon, and across a portion of Andrew Molera State Park in Monterey County, said easement to consist of a strip of land 10 feet in width, being 5 feet on each side of the center line, and said well site to be a square, ten feet on each side. The description of said easement and well site being attached hereto as Exhibit "A" and by this reference made a part hereof.

State also grants a temporary easement for construction purposes over and across land owned by State in order to reach the herein referred to well site and easement, said temporary easement to be used for construction purposes only. Said temporary easement shall be twenty feet on each side of the said above mentioned permanent easement. Said temporary easement

shall be for construction purposes only and shall terminate at end of the construction period but not later than six (6) months after the date construction commences. Grantee agrees to exercise such temporary easement in such a manner as to cause the least damage to existing foilage possible.. The rights herein granted shall not in any way diminish or affect the water rights of the State and do not preclude the State from exercising its right to the groundwater supply for State purposes on said park unit.

This grant is made and accepted upon the following terms and conditions:

1. This grant is subject to all valid and existing contracts, leases, licenses, encumbrances, and claims of title which may affect said property and the use of the word "grant" herein shall not be construed as a covenant against the exercise of any thereof.

2. Grantee hereby waives all claims and recourse against the State of California, its agencies, officers, agents and employees for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this agreement. Grantee agrees to indemnify, save harmless, and defend the State of California, its agencies, officers, agents and employees against any and all claims, demands, or causes of action that may be brought against the State of California, its agencies, officers, agents, and employees arising out of, or in any way connected with or incident to the use or occupancy of said premises by the Grantee or the

exercise of the rights and privileges herein granted.

3. State expressly reserves the right to the use of said property in any manner, provided such use does not unreasonably interfere with the use of the easement herein granted.

4. State expressly reserves the right to require grantee, at the expense of State, to remove and relocate the well, pump station, and all underground water and power lines placed by Grantee within the easement upon determination by State that said improvements interfere with future development of State property. Grantee agrees that within 180 days after written notice from State of such determination by State and demand for removal and relocate said improvements, Grantee shall remove and relocate said improvements to a feasible location on the property of the State, and State shall furnish Grantee with a good and sufficient easement and well site of similar capacity in such new location, and Grantee thereupon shall reconvey to State the easement herein granted.

5. In the event that for any reason beyond the control of Grantee the well contemplated by this Agreement fails to produce adequate quality water for the needs of Grantee, then the Grantee may install and operate a water well, an underground submersible pump station, and underground water line, and underground power line at the easement and well site described in Exhibit "B" attached hereto and by this reference made a part hereof. The easement shall consist of a strip of land 10 feet in width and being 5 feet on each side of the



center line. The water line and power supply route shall follow the shortest possible path between the well site and the Grantee's 1955 El Sur Irrigation Well. Grantee shall furnish the State with plans and specification of the water well, the underground, submersible pump station, and the underground power and water lines. Construction and installation of the water well and appurtenant facilities shall be conditioned upon a finding by the Director of the Department of Parks and Recreation that the plans and specifications are consistent with the park purposes of Andrew Molera State Park. However, the Director shall not arbitrarily or capriciously reject any reasonable plans and specifications submitted by Grantee. The construction and operation of the water well and appurtenant facilities shall otherwise comply with all provisions of this agreement. In the event that the Grantee installs and operates a water well and appurtenant facilities at the well site described in Exhibit "B" as provided in this article, the Grantee shall reconvey to the State the easement described in Exhibit "A" and shall restore all affected State Park property to the same state and condition it was in prior to the entry of Grantee upon the property, at Grantee's expense.

6. This agreement and the rights and privileges herein given Grantee, shall terminate in the event that Grantee shall fail for a continuous period of one year to utilize the rights privileges herein granted.

7. In the event of the termination of this Agreement, Grantee shall, at Grantee's own expense, when requested in

writing to do so by State, remove all property and equipment by or for Grantee upon the said premises, and restore said premises as nearly as possible to the same state and condition they were in prior to the entry of Grantee upon said premises; but if Grantee shall fail so to do within 60 days after the aforesaid request is given, State may do so, all at the cost and expense of Grantee to be paid by Grantee on demand.

Upon termination of the rights herein granted, Grantee shall execute and deliver to State within 30 days, a good and sufficient quitclaim deed to the rights arising hereunder.

8. This agreement shall not, nor shall any interest therein or thereunder, be assigned, mortgaged, hypothecated, or transferred by Grantee whether voluntarily or involuntarily or by operation of law, nor shall Grantee let or sublet, or grant any licenses or permits with respect to the use and occupancy of the said premises or any portion thereof, without the written consent of State being first had and obtained. The State shall not arbitrarily or capriciously withhold such consent. However, such consent need not be obtained if the agreement or interest therein is transferred to any person for the maintenance and use of said water well for agricultural purposes.

9. Grantee is further given the right of reasonable ingress to and egress from the easement hereby granted, provided, however, that existing roads and trails shall be utilized for such purpose whenever reasonably possible and further provided that if such road or trail is not available, Grantee shall secure the consent of the State Park Area Manager as to the route or

routes to be followed for the purpose of such ingress and egress. Such right of ingress and egress shall at all times be exercised in a manner which will cause the least damage to the property of State.

10. Upon completion of any work to be performed by Grantee, Grantee shall restore the surface of the easement to a condition satisfactory to State, including, without limitation, reasonable reseeding and other rehabilitation efforts.

11. Grantee, in the exercise of the rights herein granted, shall at all times comply with all applicable laws and lawful regulations, including such rules and regulations for the State Park System now in effect or hereafter adopted. The Grantee shall further comply in all respects with any development permit requirements of the California Coastal Act (Cal.Pub.Res. Code, Section 30000 et seq.) and all requirements of the California Environmental Quality Act (Cal.Pub.Res. Code, Section 21000 et seq.)

12. In the event that Grantee shall at any time be in default in respect to any of the covenants, matters, or things to be kept, done, or performed hereunder, then in that event, State may at its option declare this Agreement and all rights of Grantee hereunder forfeited and terminated, provided, however, before any forfeiture shall be declared hereunder by reason of default as aforesaid, State shall cause to be given to Grantee a written notice specifying the particulars wherein Grantee is in default and demanding performance in accordance with the terms of this Agreement. If, within 90 days after such notice is given,

Grantee shall fully comply therewith or in good faith shall have commenced the work necessary to comply therewith and henceforth shall diligently prosecute such work to completion, no forfeiture by reason of Grantee to comply with such notice State may then declare and effect a forfeiture by reason of the default therein specified.

13. Grantee shall conduct its activities under this Agreement in such a way as not to create a nuisance, and notwithstanding the provisions of Paragraph 12 hereof, in the event of a violation of this covenant by Grantee, State, at its option, may forthwith terminate this Agreement and all rights of Grantee hereunder.

14. Any notice, demand, or request required or authorized by this Agreement to be given or made to or upon Grantee shall be deemed properly given or made if delivered by certified mail, postage prepaid, to James J. Hill, III; P.O. Box 1588,  
Monterey, CA 93940

15. That the premises shall be used only for the purposes specified above.

16. All costs of the installation and operation and maintenance of said facilities will be borne by Grantee.

17. All structures which house pumps, motors, and controls shall be constructed in such manner as to be no higher than five feet above ground level and said structures to be no larger than five feet on each side. Such structures shall be housed in a steel cover and shall be painted in such way as to be inobtrusive as possible. Grantee further agrees to plant

shrubs, foilage, et cetera, as selected by State, as will best screen said structures.

18. Grantee shall monitor the water quality from water samples taken at said well site to determine water salinity. The conductivity of said water samples shall be monitored and should the conductivity read a value of 1.00 milli mho per centimeter, further analysis shall be performed to determine if said water exceeds the chloride concentration of 250 mg per liter. Records of these tests shall be forwarded for review every 90 days to the Area Manager, c/o Park Ranger, Pfeiffer Big Sur State Park, Big Sur, California 93920.

19. In the event that the chloride concentration in said well site exceeds the chloride concentration of 250 mg per liter, the State may require Grantee to terminate pumping until such time as the chloride concentration in the well is reduced to the above mentioned levels.

20. Grantee shall not utilize Park property for storage of material or equipment.

21. Grantee shall furnish the State with plans and specifications describing the pump station, motor, power supply, controls, and water and power lines, and the methods for their installation and construction.

22. The water line and power supply route shall be placed within the confines of the easement described in Exhibit "A" in such manner as to be no more than six feet apart and shall connect with the existing pipeline and water supply line right-of-way and Grantee's existing 1955 El Sur Irrigation Well.

The water line and power supply route shall follow the shortest possible path consistent with existing vegetation between the proposed well and the Grantee's 1955 El Sur Irrigation Well easement and shall be buried a minimum of 24 inches below existing ground level.

23. In consideration for the rights hereinabove granted, the Grantee agrees to dismiss with prejudice the action filed on March 3, 1980, in the case of Gaylord W. Glarner, et al. vs. The State of California, et al., No. 75913, Superior Court of Monterey County, and to otherwise waive any further legal claims arising from the July 24, 1972 and February 26, 1975 temporary use permits issued by the California Department of Parks and Recreation to Mr. Cortlandt T. Hill at such time that Grantee has obtained all permits for the well and appurtenant facilities described in Exhibit A as may be required by the California Coastal Act (Cal.Pub.Res.Code, Section 30000 et seq.) or within one year of the date that Grantee has signed this agreement, whichever date is the earliest.

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IN WITNESS WHEREOF, the parties have executed this instrument upon the dates hereinbelow appearing.

DATED: September 1, 1982

GRANTEE  
C. T. HILL ESTATE

Rayford W. Garner  
executor

By James J. Keller

DATED: JUL 14 1982

STATE OF CALIFORNIA  
DEPARTMENT OF GENERAL SERVICES

By Thomas F. Sullivan

DATED: 4/26/82

DEPARTMENT OF PARKS AND RECREATION

By Paul Potter

RASMUSSEN LAND SURVEYIN

704-C Forest Avenue  
Pacific Grove, CA 93950  
(408) 375-7240

May  
Apr. 7, 1982  
Rev. June 29, 1982

191 - W. Shaw, #204-C  
Fresno, California 93704  
(209) 227-9936

E X H I B I T A

EASEMENT FOR WATER-WELL PUMP STATION  
AND APPURTENANT WATER LINE  
Andrew Molera State Park, California

A strip of land 10 feet in width being five (5) feet on each side of the following described centerline, together with a temporary right-of-way for construction purposes being 20 feet on each side of and contiguous with said 10-foot strip of land:

Beginning at a point on the easterly boundary of that certain parcel of land described as "Parcel 2" in "Corrected Gift Deed" from Cortlandt T. Hill and Marion Hill, husband and wife, to the State of California, dated November 11, 1974 and recorded March 26, 1975 in Reel 967 of Official Records of the County of Monterey, State of California, at Page 553 therein, distant along said boundary S.  $11^{\circ} 13' 19''$  E., 758.79 feet from the most easterly corner of said parcel of land, which corner is marked by a 2" iron pipe monument with a standard 2-1/2 inch Division of Beaches and Parks brass cap; thence,

- (1) S.  $85^{\circ} 42' 55''$  E. 324.28 feet; thence
- (2) S.  $35^{\circ} 15' 10''$  E., 251.39 feet, to a point hereby designated "W-1" for use hereinafter in description of a Water Well Easement.

ALSO, a strip of land 10 feet in width being five feet on each side of the following described centerline, together with a temporary right-of-way for construction purposes being 20 feet on each side of and contiguous with said 10-foot strip of land:

Beginning at said same described point on the easterly boundary of said parcel of land distant 758.79 feet from said most easterly corner thereof; thence

- (1) N.  $85^{\circ} 42' 55''$  W., 9 feet, more or less, to the irrigation water supply line now existing in the ground and running through said parcel of land.

ALSO, easement for well site described as follows:

Beginning at said point hereinbefore designated "W-1"; thence

- (1) N.  $54^{\circ} 44' 50''$  E., 5.00 feet; thence
- (2) S.  $35^{\circ} 15' 10''$  E., 10.00 feet; thence
- (3) S.  $54^{\circ} 44' 50''$  W., 10.00 feet; thence
- (4) N.  $35^{\circ} 15' 10''$  W., 10.00 feet; thence
- (5) N.  $54^{\circ} 44' 50''$  E., 5.00 feet, to the Point of Beginning.



RASMUSSEN LAND SURVEYIN

704-C Forest Avenue  
Pacific Grove, CA 93950  
(408) 375-7240

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Beginning at a point on the easterly boundary of that certain parcel of land described as "Parcel 2" in "Corrected Gift Deed" from Cortlandt T. Hill and Marion Hill, husband and wife, to the State of California, dated November 11, 1974 and recorded March 26, 1975 in Reel 967 of Official Records of the County of Monterey, State of California, at Page 553 therein, distant along said boundary S. 11° 13' 19" E., 693.34 feet from the most easterly corner of said parcel of land, which corner is marked by a 2" iron pipe monument with a standard 2-1/2 inch Division of Beaches and Parks brass cap; thence,

(1) N. 63° 24' 30" E., 404.75 feet, to a point hereby designated "W-2" for use hereinafter in description of a Water Well Easement.

ALSO, a strip of land 10 feet in width being five feet on each side of the following described centerline, together with a temporary right-of-way for construction purposes being 20 feet on each side of and contiguous with said 10-foot strip of land:

Beginning at said same described point on the easterly boundary of said parcel of land distant 693.34 feet from said most easterly corner thereof; thence

(1) S. S. 63° 24' 30" W., 9 feet, more or less, to the irrigation supply line now existing in the ground and running through said parcel of land.

ALSO, easement for well site described as follows:

Beginning at said point hereinbefore designated "W-2"; thence

(1) N. 26° 35' 30" W., 5.00 feet; thence

(2) N. 63° 24' 30" E., 10.00 feet; thence

(3) S. 26° 35' 30" E., 10.00 feet; thence

(4) S. 63° 24' 30" W., 10.00 feet; thence

(5) N. 26° 35' 30" W., 5.00 feet, to the Point of Beginning.