

Recording Requested By And When Recorded Mail To:

Town of Mammoth Lakes
437 Old Mammoth Road, Suite 230
P.O. Box 1609
Mammoth Lakes, CA 93546
Attention: Public Works Department

No Recording Fees – Gov’t Code §27383

SPACE ABOVE FOR RECORDER’S USE

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the “Easement Agreement”) is entered into on _____, 20___, by and between MAMMOTH SPRINGS RESORTS, LLC, a California limited liability company, ("Grantor"), and the Town of Mammoth Lakes, a California municipal corporation ("Grantee").

RECITALS

- A. Grantor is the owner of certain real property, (“Property”), located in the Town of Mammoth Lakes, California, as further described in **Exhibit A**, and with the current APN of 033-330-087-000 and common address of 100 Callahan Way (“Property”);
- B. Grantee desires to acquire a permanent, non-exclusive easement from Grantor, as more particularly described in **Exhibit B** and depicted in **Exhibit C** hereto (the “Easement Area”), to be used for public pedestrian multi-use path facilities including access by the Town for purposes of maintaining such facilities, and Grantor desires to grant to Grantee these certain rights; and
- C. Grantor’s granting of the easement is required as Condition of Approval #108 of Town of Mammoth Lakes Planning and Economic Development Commission Resolution PEDC 2022-03, recorded in Official Records of Mono County as Document # 2022002847; and
- D. Grantee’s acquisition of this easement is authorized by Resolution No. 12-67 of Grantee;

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and Grantee mutually agree as follows:

- 1. **Incorporation of Recitals.** The Recitals above are incorporated herein by reference and made a material part hereof.
- 2. **Grant of Easement.** In return for the valuable consideration provided by Grantee

to Grantor, the receipt of which is hereby acknowledged and which consideration Grantor hereby acknowledges as the fair value of the easement conveyed hereby, Grantor grants to Grantee an easement over the Easement Area on the terms and conditions set forth in this Agreement.

3. Purposes of Easement. The easement granted in this Agreement is for public pedestrian multi-use path facilities including access by the Town for purposes of maintaining such facilities. Grantee retains the right to change or increase its uses of the easement in the sole exercise of its discretion so long as any new or changed uses do not unreasonably increase the burden on the servient tenement.

4. Description and Term of Easement. The Easement Area is more particularly described in that legal description and plat attached hereto, made a material part hereof and incorporated respectively herein by reference as **Exhibit B** and **Exhibit C**. The easement granted in this Agreement is granted in perpetuity.

5. Exclusivity of Easement. The easement granted in this Agreement is non-exclusive. Grantor may make such use of the Easement Area as will not incommode, restrict, conflict, or interfere with Grantee's use of the easement granted herein.

6. Attorneys' Fees. If any legal action or proceeding arising out of or relating to this Agreement is brought by either party, the prevailing party shall be entitled to receive from the other party, in addition to any other relief which may be granted, reasonable attorneys' fees and costs and expenses incurred in the action or proceeding by such prevailing party.

7. Entire Agreement. This Agreement constitutes the entire agreement between Grantor and Grantee relating to the easement described herein. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force or effect unless in writing and signed by Grantor and Grantee.

8. Binding Effect. This Agreement shall be recorded with the office of the Mono County Recorder, shall run with the land, and shall be binding on and inure to the benefit of the heirs, executors, administrators, successors, and assigns of Grantor and Grantee.

9. Governing Law and Venue. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California.

IN WITNESS WHEREOF, this Agreement is executed by the parties as of the day and year first above written at Mammoth Lakes, Mono County, California.

(SIGNATURES OF OWNERS MUST BE NOTARIZED. ATTACH THE APPROPRIATE ACKNOWLEDGEMENT.)

GRANTOR:

MAMMOTH SPRINGS RESORTS, LLC,
a California limited liability company

Mark Rafeh

Its: _____

GRANTEE:

THE TOWN OF MAMMOTH LAKES,
a California municipal corporation

Daniel C. Holler
Town Manager

This is to certify that the interest in real property conveyed by the Easement Agreement dated _____, 20__ from MAMMOTH SPRINGS RESORTS, LLC, a California limited liability company, to Town of Mammoth Lakes, a California municipal corporation (“Town”) is hereby accepted by the undersigned authorized officer on behalf of the Town of Mammoth Lakes Town Council pursuant to the authority conferred by Town Council Resolution No. 12-67, adopted on October 18, 2012, and the Town consents to recordation hereof by its duly authorized officer.

By: _____
Daniel C. Holler
Town Manager
Town of Mammoth Lakes

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Mono

On _____ before me, _____
personally

appeared _____ who
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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
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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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

PARCEL A:

LOT 3 OF THE MAP ENTITLED "SAN JOAQUIN VILLAS TRACT NO. 36-222" IN THE TOWN OF MAMMOTH LAKES, COUNTY OF MONO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 10 OF TRACT MAPS AT PAGE 100, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

TOGETHER WITH A PORTION OF THAT CERTAIN PARCEL DESIGNATED "REMAINDER" AS SHOWN ON THE MAP ENTITLED "OBSIDIAN SUBDIVISION TRACT MAP NO 15-002" AND RECORDED IN BOOK 11 OF TRACT MAPS AT PAGES 14 THROUGH 14D INCLUSIVE IN THE OFFICE OF SAID COUNTY RECORDER, AND SAID PORTION ALSO BEING ALL OF SAID "REMAINDER" LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE;

COMMENCING AT THE NORTHEAST CORNER OF SAID REMAINDER, SAID NORTHEAST CORNER BEING MARKED ON THE GROUND BY A REBAR AND CAP STAMPED "LS 4587" AS SHOWN ON SAID TRACT MAP, THENCE SOUTHERLY ALONG THE EAST LINE OF SAID REMAINDER, SOUTH 00°30'44" WEST, 200 04 FEET TO THE TRUE POINT OF BEGINNING,
THENCE LEAVING SAID EAST LINE, NORTH 87°25'13" WEST, 45 63 FEET,
THENCE NORTH 02°34'47" EAST, 15 14 FEET,
THENCE NORTH 49°50'11" WEST, 42 62 FEET,
THENCE SOUTH 78°48'04" WEST, 38 00 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID REMAINDER, SAID POINT OF INTERSECTION ALSO BEING THE POINT OF TERMINATION OF SAID DESCRIBED LINE;

SAID LAND IS SHOWN AS LOT LINE ADJUSTMENT PARCEL 1 OF LOT LINE ADJUSTMENT NO. 19-002 AS PER CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 19, 2019 AS INSTRUMENT NO. 2019004858 OF OFFICIAL RECORDS.

(APN: 33-330-87)

PARCEL B:

LOT B OF TRACT NO. 36-222, SAN JOAQUIN VILLAS, IN THE TOWN OF MAMMOTH LAKES, COUNTY OF MONO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 10 PAGE 100 OF TRACT MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

(APN: 33-110-16)

EXHIBIT B
DRAINAGE EASEMENT
“EASEMENT AREA”
LEGAL DESCRIPTION

EXHIBIT C
DRAINAGE EASEMENT
“EASEMENT AREA”
DEPICTION