

**RECORDING REQUESTED BY:
WHEN RECORDED MAIL TO:**

**Mountains Recreation and
Conservation Authority
570 West Avenue 26, Suite 100
Los Angeles, CA 90065**

**DOCUMENT ENTITLED TO FREE RECORDATION
PURSUANT TO GOVERNMENT CODE SECTION 6103**

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

TRAIL EASEMENT AGREEMENT

This Trail Easement Agreement ("Agreement") is entered into on this 13th day of October, 2006, by and between CASTLE & COOKE MOUNTAINGATE, INC., a California corporation ("Grantor"), and the MOUNTAINS RECREATION AND CONSERVATION AUTHORITY, a public entity established by joint exercise of powers agreement between the Santa Monica Mountains Conservancy and the Conejo Recreation and Park District and the Rancho Simi Recreation and Park District ("Grantee").

RECITALS

WHEREAS, Grantor is the owner of that certain real property situated in the City of Los Angeles, County of Los Angeles, State of California, more particularly described on Exhibit "A" attached hereto and depicted on Exhibit "B" attached hereto (the "Trail Area"); and

WHEREAS, Grantor desires to grant to Grantee, and Grantee desires to acquire from Grantor, the right of access over and across the Trail Area, as more particularly set forth in this Agreement.

AGREEMENT

NOW THEREFORE, in exchange of the mutual covenants herein contained, Grantor and Grantee agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee an irrevocable easement for the construction, maintenance, repair and use of an unobstructed, 10 foot wide, public recreational trail over and across the Trail Area. Grantee shall have the right to use and permit the general public to use the Trail Area for lawful trail purposes,

subject to such rules and regulations for public safety and public resource protection as Grantee may from time to time impose on such use. Public access to the Trail Area shall be open and unobstructed at all times, subject only to regulation by the Grantee. Grantor retains no right to control access along the easement hereby granted.

2. Character of Easement. The easement granted in this Agreement is in gross.

3. Term. The easement granted in this Agreement is perpetual.

4. Non-Exclusive Easement. The use of the easement as contemplated in this Agreement shall be non-exclusive. Grantor reserves and retains the right to use and permit others to use the Trail Area, provided that nothing in this Section 4 shall be construed to limit the rights granted to Grantee in Section 1 above. Grantor shall not, however, construct, install or maintain fences, gates or any other impediments or obstructions to public access, within the Trail Area. The rights granted in this Agreement are and shall be subject to any preexisting easements, licenses, exceptions, reservations and other rights granted by prior recorded documents.

5. Maintenance. Grantor shall, at all times, maintain in good and safe condition and repair, that portion of the easement which is described on Exhibit "C" and depicted on Exhibit "D" attached hereto as the Desilting Basin Segment (the "Desilting Basin Segment") and all improvements on said portion. Grantee shall, at all times, maintain in good and safe condition and repair all remaining portions of the easement and all improvements thereon.

6. Adjustment of Alignment. In the event Grantee reasonably determines that as a result of geologic, biological, archeological or similar conditions, adjustments will be required to the trail alignment that is described on Exhibit "A", then Grantee shall have the right to realign or relocate portions of the Trail Area, as may be necessary or reasonably desirable to avoid or reduce environmental impacts or adverse environmental conditions, to alternate alignments located within seventy-five (75) feet up slope and/or within one hundred fifty (150) feet down slope, of the trail alignment described on Exhibit "A" attached hereto, provided, however, that no such realignment shall (i) be permitted as to portions of the Trail Area which lie within the Desilting Basin Segment or any other graded or improved portions of Grantor's Mountaingate Project, or (ii) result in significant adverse impacts to the environment, including Grantor's Mountaingate project. Upon any such realignment or relocation, Grantee and Grantor, or their respective successors or assigns, as the case may be, shall each execute and Grantee, its successors or assigns, shall cause to be recorded, a written amendment to this Agreement in order to restate the legal description hereof to include the newly realigned or relocated portions of the Trail Area and to delete therefrom the original realigned or relocated portions of the Trail Area.

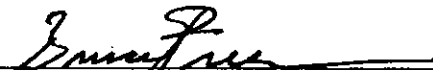
7. Indemnification. Grantor shall indemnify, defend and hold harmless Grantee for, from and against, and in connection with, any and all claims, losses and/or liabilities (including reasonable attorneys' fees and court costs) arising from or in connection with Grantor's construction, maintenance and/or repair of the Desilting Basin Segment and/or any improvements thereon. Grantee shall indemnify, defend and hold harmless Grantor for, from and against, and in connection with, any and all claims, losses and/or liabilities (including reasonable attorneys' fees and court costs) arising from or in connection with any and all other aspects of the easement hereby granted and/or any improvements thereon, excepting only claims, losses and/or liabilities arising for, from, against or in connection with the sole acts or omissions of Grantor.


8. Binding Effect and Inurement. The rights and obligations under this Agreement shall "run with the land" as to the Trail Area, and shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of Grantor and Grantee. In the event the Grantee named in this Agreement shall hereafter cease to exist without a successor or assign, then all rights and obligations of Grantee under this Agreement shall inure to and be binding upon, upon the recordation of an instrument accepting such rights and obligations, by the Santa Monica Mountains Conservancy, or in the event the Santa Monica Mountains Conservancy has by then ceased to exist without a successor or assign to the California State Parks Department, or in the event the California State Parks Department has by then ceased to exist without a successor or assign to the City of Los Angeles, City Parks and Recreation Department.

9. Amendment. This Agreement shall not be amended except by a written agreement signed by Grantor and Grantee and recorded in the Official Records of Los Angeles County.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement on the date first written above.

**GRANTOR: CASTLE & COOKE
MOUNTAINGATE, INC., a California
corporation**

By: 
Name: Bruce Freeman
Title: President

By: 
Name: Laura Whitaker
Title: Vice President

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**GRANTEE: MOUNTAINS RECREATION
AND CONSERVATION AUTHORITY, a
public entity established by joint exercise of
powers agreement between SMMC and the
Conejo Recreation and Park District and the
Rancho Simi recreation and Park District**

By: *Rorie A. Skei*
Name: *RORIE A. SKEI*
Title: *Chief Deputy Executive Officer*

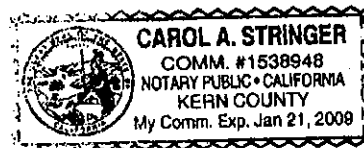
By: _____
Name: _____
Title: _____

STATE OF CALIFORNIA)
)ss.
COUNTY OF Kern)

On Sept 8, 2006, before me, CAROL A. STRINGER, Notary Public, personally appeared Bruce Freeman, and Laura Whitaker, 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 signatures 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.

Carol A. Stringer
Signature



STATE OF CALIFORNIA)
)ss.
COUNTY OF Los Angeles)

On October 13, 2006, before me, Shannon Murray, Notary Public, personally appeared Roric Skelton, and _____, 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.

Shannon Murray
Signature

