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Recorded in Official Records

County of San Mateo

Warren Slocum

Assessor-County Clerk-Recorder



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**Recording Requested By and
When Recorded Return to:**

State Coastal Conservancy
1330 Broadway, Suite 1300
Oakland, CA 94612

Attn: Legal Counsel: GA

EXEMPT FROM RECORDING FEES – GOVERNMENT CODE SECTION 6103

AGREEMENT AMONG ADJOINING LANDOWNERS

California State Coastal Conservancy, Peninsula Open Space Trust,
The Giusti Family, LLC; John Giusti and Maureen Giusti

California Civil Code § 1468

**North Cowell Ranch/Purisima Farms
California Coastal Trail
(County of San Mateo, California)**

RECITALS

- A. The California State Coastal Conservancy (“the Conservancy”) is an agency of the State of California (the “State”) charged under Division 21 of the California Public Resources Code with preserving, protecting, and enhancing the coast of California, as well as with completing the California Coastal Trail (the “Coastal Trail”) along the length of the State’s coastline.
- B. Peninsula Open Space Trust (“POST”) is a California public benefit nonprofit corporation existing under § 501(c)(3) of the United States Internal Revenue Code, and having among its principal purposes the protection of open space for natural resource and wildlife habitat protection, public recreation, and agriculture.
- C. The Giusti Family, LLC, a California limited liability company (the “Giusti Family, LLC”), owns real property commonly known as North Cowell Ranch (“North Cowell Ranch”) located at 2475 South Cabrillo Highway, Half Moon Bay, San Mateo County, California, and identified as Assessor’s Parcel Number 069-081-080.
- D. Mr. John Giusti and Mrs. Maureen Giusti own real property adjacent to the North Cowell Ranch commonly known as Purisima Farms (“Purisima Farms”), located at 318 Verde Road, Half Moon Bay, San Mateo County, California; and identified as Assessor’s Parcel

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Number 066-270-010. Each of the Conservancy, POST, the Giusti Family, LLC, John Giusti, and Maureen Giusti is a "party" to this Agreement, collectively referred to as the "parties."

- E. On July 28, 1989, POST conveyed to the Conservancy a "Grant of Conservation and Recreation Easement" over the North Cowell Ranch, as evidenced by the October 2, 1989 recordation in the Official Records of San Mateo County Mateo under Instrument Number 89131579 (the "Conservancy Conservation and Recreation Easement").
- F. Additionally, on July 28, 1989, POST conveyed to the Conservancy, a "Grant of Conservation Easement" over the North Cowell Ranch, as evidenced by the October 2, 1989 recordation in the Official Records of San Mateo the County of San Mateo under Instrument Number 89131580 (the "Conservancy Conservation Easement"). The Conservancy Conservation and Recreation Easement and the Conservancy Conservation Easement are collectively referred to as the "Conservancy Easements."
- G. On November 5, 1992, POST conveyed to the State in fee that portion of the land located within the North Cowell Ranch and more particularly described as the "Recreation Property," as evidenced by the Grant Deed recorded in the Official Records of the San Mateo County on December 22, 1992 under Instrument Number 92211407. As a result of that grant, a portion of the Conservancy Easements (to the extent located within the boundary of the Recreation Property) was merged or dissolved. To the extent that these easements exist on portions of North Cowell Ranch outside of the Recreation Property, however, the Conservancy Easements continue to encumber the North Cowell Ranch. In conveying the fee interest to the State, POST retained an appurtenant, non-exclusive easement over the Recreation Property to operate, maintain, repair and replace a waterline.
- H. On November 5, 1992, POST also conveyed to the State a "Grant of Easements and Agreement Between Adjoining Landowners" providing the Recreation Property with rights to access the North Cowell Ranch, as evidenced by the December 22, 1992 recordation in the Official Records of San Mateo County under Instrument Number 92211408.
- I. On December 23, 1992, POST conveyed to Aldo Giusti and Rose Giusti, husband and wife, as Joint Tenants (the Giusti Family, LLC's predecessor in interest) in fee the remainder of the North Cowell Ranch, as evidenced by the Grant Deed recorded on December 29, 1992 in the Official Records of San Mateo County under Instrument Number 92215282.
- J. On December 23, 1992, Aldo Giusti and Rose Giusti conveyed to POST a "Grant of Easement" over the North Cowell Ranch as evidenced by the December 29, 1992 recordation in the Official Records of San Mateo County as Instrument Number 92215285 (the "POST Conservation Easement").

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- K. On March 15, 2006, John and Maureen Giusti conveyed to POST a "First Amendment of Grant of Trail and Conservation Easement" over Purisima Farms, as evidenced by the April 21, 2006 recordation in the Official Records of San Mateo County Mateo under Instrument Number 2006-059642, as depicted on Exhibit A and incorporated by this reference.
- L. Additionally, on March 15, 2006, John and Maureen Giusti conveyed to POST a "First Amendment to Grant of Conservation Easement" over Purisima Farms, as evidenced by the April 21, 2006 recordation in the Official Records of San Mateo the County of San Mateo under Instrument Number 2006-059639, as depicted on Exhibit A.
- M. In or about August 2008, the Conservancy and POST desire to build a segment of the Coastal Trail on the coastal portion of the North Cowell Ranch and to continue the Coastal Trail on Purisima Farms, as depicted on the Cowell-Purisima Coastal Trail Project Area Map attached as Exhibit B and incorporated by this reference.
- N. The Conservancy and POST thus request from the Giusti Family, LLC additional areas measuring approximately 1.45 acres (as depicted on Exhibit C, attached and incorporated by this reference) along the blufftop paralleling the coast on the North Cowell Ranch, in order to provide a proper trail width and linking the Coastal Trail to the Purisima Farm.
- O. The Conservancy Easements provide, in pertinent part, for public parking adjacent to Highway 1 on the North Cowell Ranch and public access through the North Cowell Ranch to the shoreline, as depicted in Exhibit D, attached and incorporated by this reference, and collectively referred to as the "Farm Center." It has been determined that public access through the Farm Center is not necessary for access to the Coastal Trail, but the easement rights pertaining to these areas would allow the public to pass through or near the Giusti Family, LLC farm operations, potentially interfering with them.
- P. Upon execution and delivery of this Agreement, the parties intend that the Conservancy forbear from exercising its rights under the Conservancy Easements, measuring approximately 1.79 acres, that provide open public access through the Farm Center, the Conservancy's easement area within the Farm Center, as depicted in Exhibit D. The Conservancy intends to convey its interests in the North Cowell Ranch to an appropriate public agency or nonprofit organization. The parties further intend that when each of those future conveyances occurs, the Conservancy and its successor-in-interest shall formally relinquish any and all corresponding rights then held at the Farm Center, as depicted in Exhibit D. Moreover, upon completion and opening to public use of the California Coastal Trail on the North Cowell and Purisima Farms properties, the parties intend that POST will then convey to the Giusti Family, LLC a fee interest in that certain parcel identified as the Doherty Parcel, as depicted in Exhibit E, attached and incorporated by this reference, subject to a conservation easement to be held by POST.

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Q. In exchange for each of the forbearance, abandonment and conveyance covenants set forth above, and subject to the terms of this Agreement, the Giusti Family, LLC intends to convey to POST a trail easement over the additional areas measuring approximately 1.45 acres, in order to provide for a broadened and lengthened Coastal Trail Corridor, and to allow construction, operation, and maintenance of the Coastal Trail on the Coastal Trail Corridor (the "POST Trail Easement") as depicted in the attached Exhibit C and described in the attached Exhibit F, which is incorporated by this reference.

AGREEMENT

Now, therefore, in consideration of the foregoing recitals, the promises and mutual understandings contained in this Agreement, and other good and sufficient consideration, the adequacy of which is hereby acknowledged, the parties covenant, agree, and promise as follows:

1. Recitals. The Recitals, A through Q, above, are hereby incorporated in full as the agreement of the parties.
2. Conveyances
 - a. Subject to the terms and conditions set forth in this Agreement, the Giusti Family, LLC shall execute, deliver, and record in San Mateo County within 30 days of executing and delivery of this Agreement a "Grant of POST Trail Easement" in the form attached as Exhibit G to reflect the conveyance of the POST Trail Easement to POST.
 - b. Following execution of this Agreement, and upon completion and opening to public use of the California Coastal Trail on the North Cowell and Purisima Farms properties, POST shall execute and deliver and cause to be recorded in San Mateo County a Grant Deed to reflect the conveyance of the Doherty Parcel (as shown in Exhibit E) in fee to the Giusti Family, LLC, subject to a conservation easement to be held by POST. Evidence of title to the Doherty Parcel shall be in the form of the Owner's Policy naming the Giusti Family, LLC as the insured.
3. Blufftop boundary determination. The boundaries of the POST Trail Easement along the blufftop shall be as shown on Exhibit C and described in Exhibit F.
4. Conservancy Forbearance. Upon execution and delivery of this Agreement, and its recordation in San Mateo County, the Conservancy shall not exercise any rights it has under the Conservancy Easements to the extent that they permit open public recreation or access through, in, or above each of the South Beach Trail and Parking Areas and the Farm Center.

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5. Beach Access. The Conservancy is aware of the Giusti family's existing beach access at the Purisima Farms property and agrees to continue recognizing such access without interference.

6. Protection of the Public and Farm Operations. In interpreting the provisions of the existing Conservancy Easements that limit the number of times per year that the Giusti Family, LLC may close those sections of the Coastal Trail located on the North Cowell Ranch property, the Conservancy shall use a liberal interpretation to allow closures when necessary or required to protect the public and the farm operations. The parties acknowledge and agree that such closures shall include closing the Coastal Trail on the North Cowell Ranch property when necessary or required to protect the public and the farm operations on the weekdays during the months of June, July, August and September, excluding the following three holidays: Memorial Day, July 4th, and Labor Day. The parties further acknowledge and agree that such closures are not currently necessary on the Purisima Farms Property. If at a future date it becomes necessary to close all or portions of those sections of the Coastal Trail located on the Purisima Farms property to protect the public and the farm operations, then these closures shall include closing the Coastal Trail on the weekdays during the months of June, July, August and September, excluding following three holidays: Memorial Day, July 4th, and Labor Day when necessary or required to protect the public and the farm operations.

7. Future Conveyances. The Conservancy expects to convey its interests in the North Cowell Ranch (including the Recreation Property) to a public agency or nonprofit organization (the "Trail Manager") appropriate to operate and maintain the Coastal Trail. At the time of the conveyance of the Conservancy Conservation and Recreation Easement:
 - a. If the Trail Manager is a public agency, then the Giusti Family, LLC shall immediately convey to the Trail Manager the fee interest in the POST Trail Easement areas, as described in Exhibit F.

 - b. If the Trail Manager is a nonprofit organization, then the Giusti Family, LLC shall convey to the Trail Manager the fee interest in the POST Trail Easement area, cooperating as needed with any necessary lot-line adjustments or parcel mergers all at no cost or liability to the Giusti Family, LLC.

 - c. The Trail Manager shall then formally abandon and relinquish to the Giusti Family, LLC any rights that it or the public holds in each of the South Beach Trail and Parking Areas and the Farm Center pursuant to the Conservancy Conservation and Recreation Easement, and shall promptly modify it to ensure that the Coastal Trail can be closed as necessary or required to protect the public from agricultural spraying on the North Cowell Ranch, as more particularly described in paragraph 6, above.

Upon the conveyance of the Conservancy Conservation Easement to the Trail Manager, subparagraph 7(c) shall apply to that easement.

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8. Covenants running with the Land. The obligations of this Agreement are covenants running with the land within the meaning of California Civil Code § 1468. The covenants shall run with the real property and be binding upon and inure to the benefit of the parties, their respective assigns, successors, and successors in interest, and the people of the State of California.
9. Dispute Resolution. The parties shall mediate any dispute between them arising out of this Agreement prior to any court action.
10. Liability
 - a. When the Trail Manager opens all or a portion of the Coastal Trail on North Cowell Ranch to the public or commences management of all or a portion of the Coastal Trail on North Cowell Ranch, then the Giusti Family, LLC and the operator of the farm, Giusti Farms, LLC, shall be relieved of any indemnity obligation with respect to the portion opened. The Trail Manager shall be responsible for, indemnify, and save harmless the Giusti Family, LLC, Giusti Farms, LLC, the Conservancy, and their respective officers, agents, employees, successors, and assigns, from any and all liabilities, claims, demands, damages, or costs resulting from, growing out of, or in any way connected with or incident to that portion of the Coastal Trail, except with respect to the active negligence, respectively, of the Giusti Family, LLC, Giusti Farms, LLC, their officers, agents, employees, successors and assigns.
 - b. When the Trail Manager opens all or a portion of the Coastal Trail on Purisima Farms to the public or commences management of all or a portion of the Coastal Trail on North Cowell Ranch, then John Giusti and Maureen Giusti and the operator of the farm, Giusti Farms, LLC, shall be relieved of any indemnity obligation with respect to the portion opened. The Trail Manager shall be responsible for, indemnify, and save harmless John Giusti and Maureen Giusti, and Giusti Farms, LLC, and their respective officers, agents, employees, successors, and assigns, from any and all liabilities, claims, demands, damages, or costs resulting from, growing out of, or in any way connected with or incident to that portion of the Coastal Trail, except with respect to the active negligence of John Giusti or Maureen Giusti, and Giusti Farms, LLC, respectively, and their respective agents, employees, successors and assigns.
11. Severability. If any of the provisions of this agreement are found by a court of law to be of no force or effect, the validity of all other provisions shall be unaffected.
12. Notices. Notices issued pursuant to this Agreement shall be sent to the following addresses (or to a subsequent address of which notice has been provided in writing):

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Executive Officer
State Coastal Conservancy
1330 Broadway, Suite 1100
Oakland, CA 94612

President
Peninsula Open Space Trust
222 High Street
Palo Alto, CA 94301

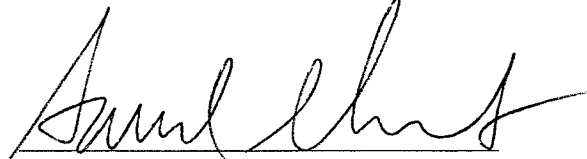
The Giusti Family, LLC
198 Cypress Point Road
Half Moon Bay, CA 94019

Mr. John Giusti
Ms. Maureen Giusti
764 Johnston Street
Half Moon Bay, CA 94019

Giusti Farms, LLC
764 Johnston Street
Half Moon Bay, CA 94019

13. Effective Date. This Agreement shall become effective when it is recorded in the Official Records of San Mateo County. It shall not merge into any of the conveyances required by the Agreement.
14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed an entire agreement. Each party may submit a signature page to this Agreement, which, when attached to original counterparts which have been executed by the other parties, shall constitute a complete and binding agreement of the parties.
15. Cooperation. Each party shall execute such further documents, papers and instruments and take such further actions as are necessary, appropriate or helpful as the other party shall reasonably request in order to carry out the purposes, intent and spirit of this Agreement.
16. Signature Authority. The signatories below, except for the individual parties, represent that they have authority to bind their respective entities.

STATE COASTAL CONSERVANCY



Samuel Schuchat
Executive Officer

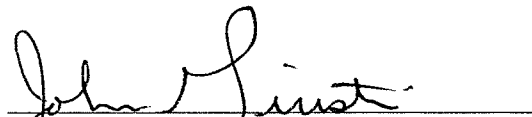
2/25/09
Date

PENINSULA OPEN SPACE TRUST

Audrey C. Rust
Executive Director

Date

THE GIUSTI FAMILY, LLC



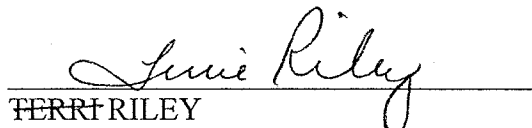
JOHN GIUSTI

2/10/09
Date



LYNNETTE GIUSTI

2/18/09
Date



TERRI RILEY
TERRIE *sr*

2/17/09
Date



JOANNE CICCONE

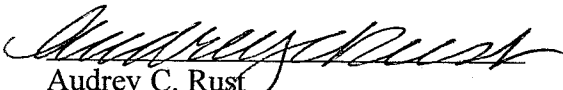
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Date

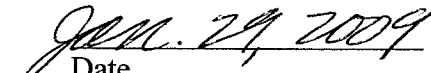
STATE COASTAL CONSERVANCY

Samuel Schuchat
Executive Officer

Date

PENINSULA OPEN SPACE TRUST


Audrey C. Rust
Executive Director


Date

THE GIUSTI FAMILY, LLC

JOHN GIUSTI

Date

LYNNETTE GIUSTI

Date

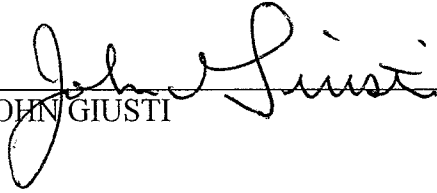
TERRI RILEY

Date

JOANNE CICCONE

Date

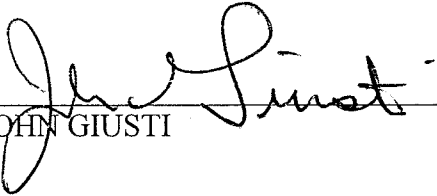
GIUSTI FARMS, LLC



JOHN GIUSTI


2/10/09
Date

PURISIMA FARMS



JOHN GIUSTI

2/10/09
Date



MAUREEN GIUSTI

2/10/09
Date

[ADD ACKNOWLEDGMENTS]

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List of Exhibits

- A. Map of POST Trail and Conservation Easement at Purisima Farms
- B. Map of trail corridor area on North Cowell Ranch and Purisima Farms
- C. Map of POST Trail Easement (from Giusti to POST)
- D. Map of the Conservancy Easement Area at the Giusti Farm Center on the North Cowell Ranch
- E. Map of Doherty Parcel
- F. Legal description of POST's Trail Easement
- G. Form of POST's Trail Easement

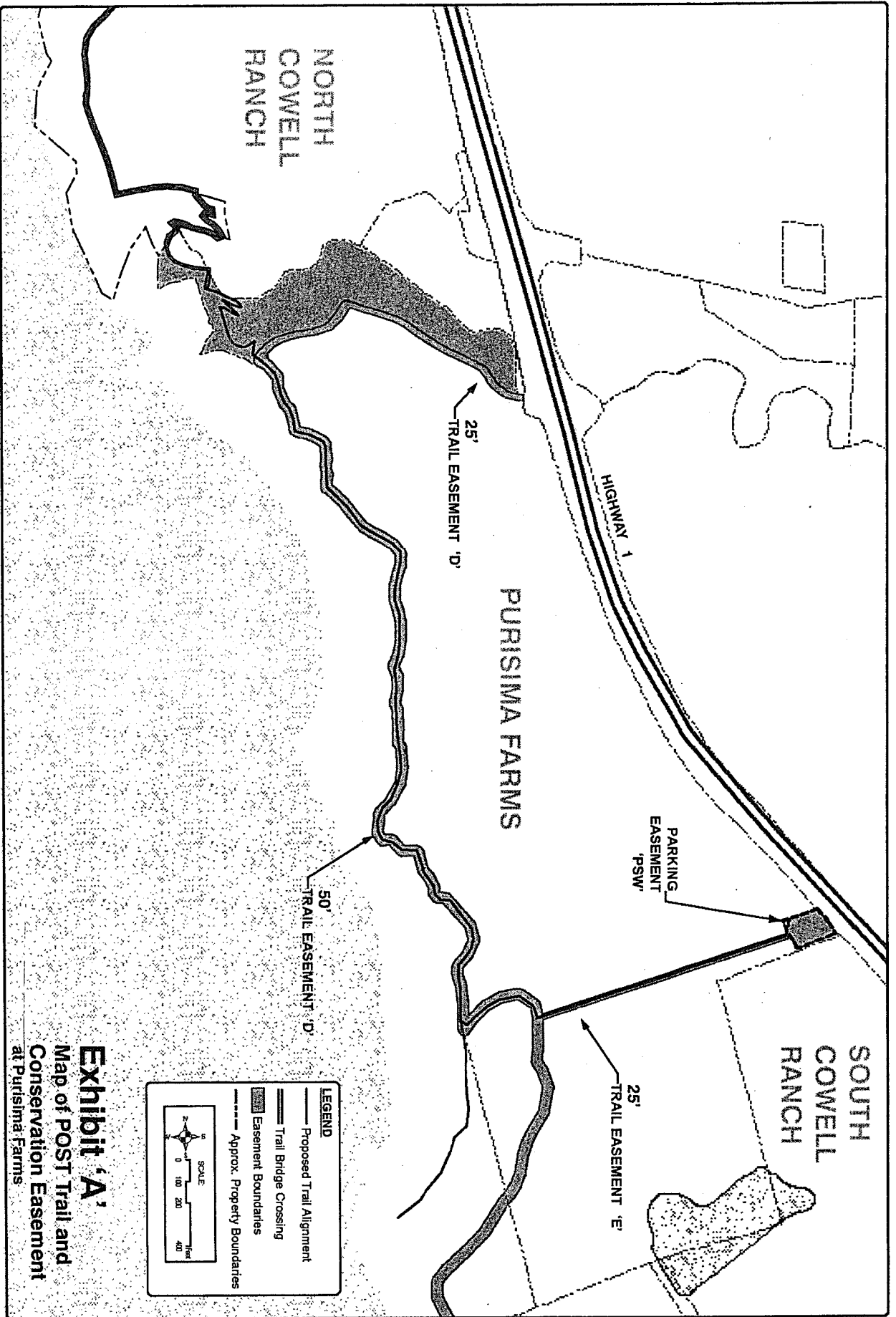


Exhibit 'A'
 Map of POST Trail and
 Conservation Easement
 at Purisima Farms

LEGEND

- Proposed Trail Alignment
- ▨ Trail Bridge Crossing
- ▨ Easement Boundaries
- - - - - Approx. Property Boundaries

SCALE

0 100 200 400 Feet

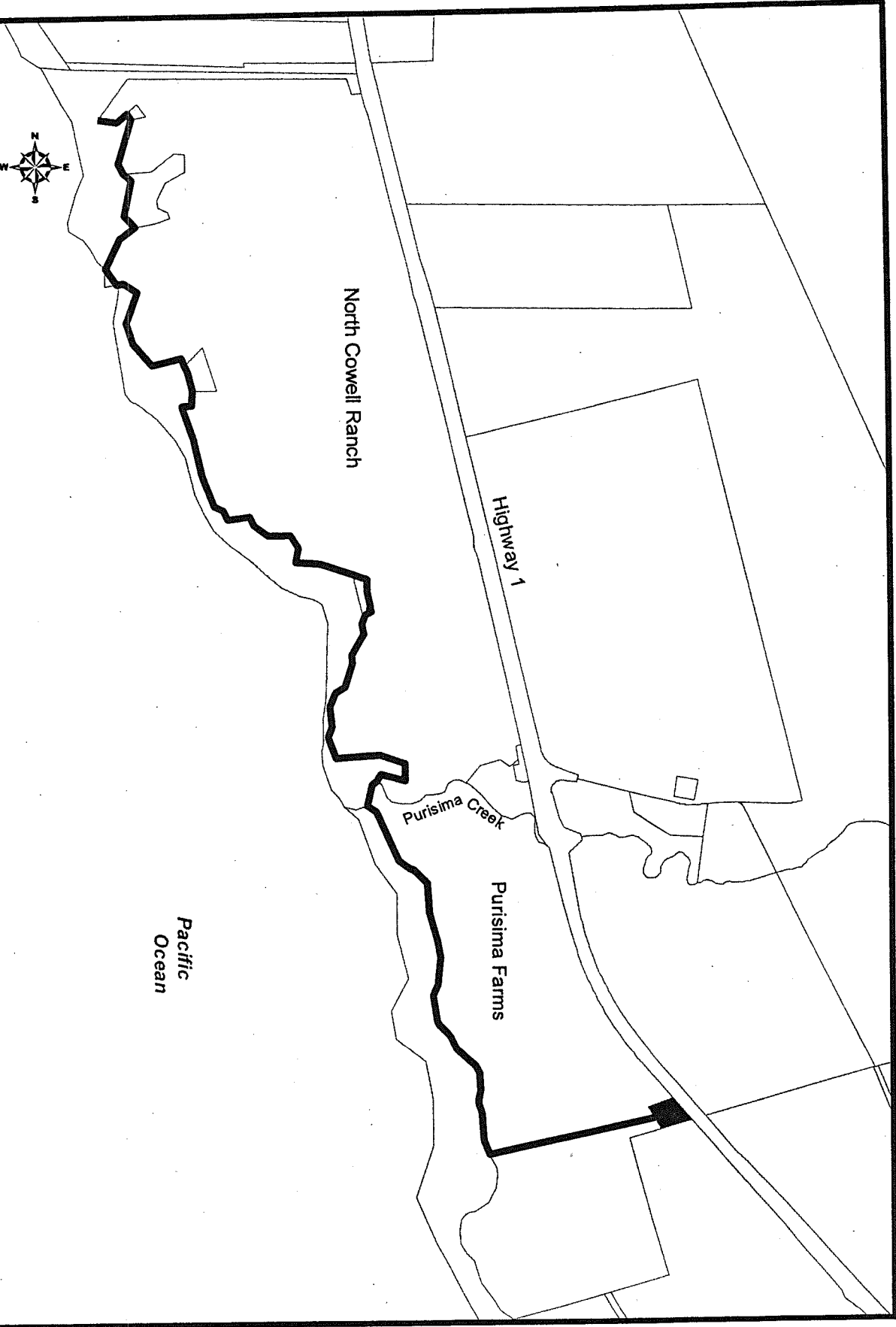
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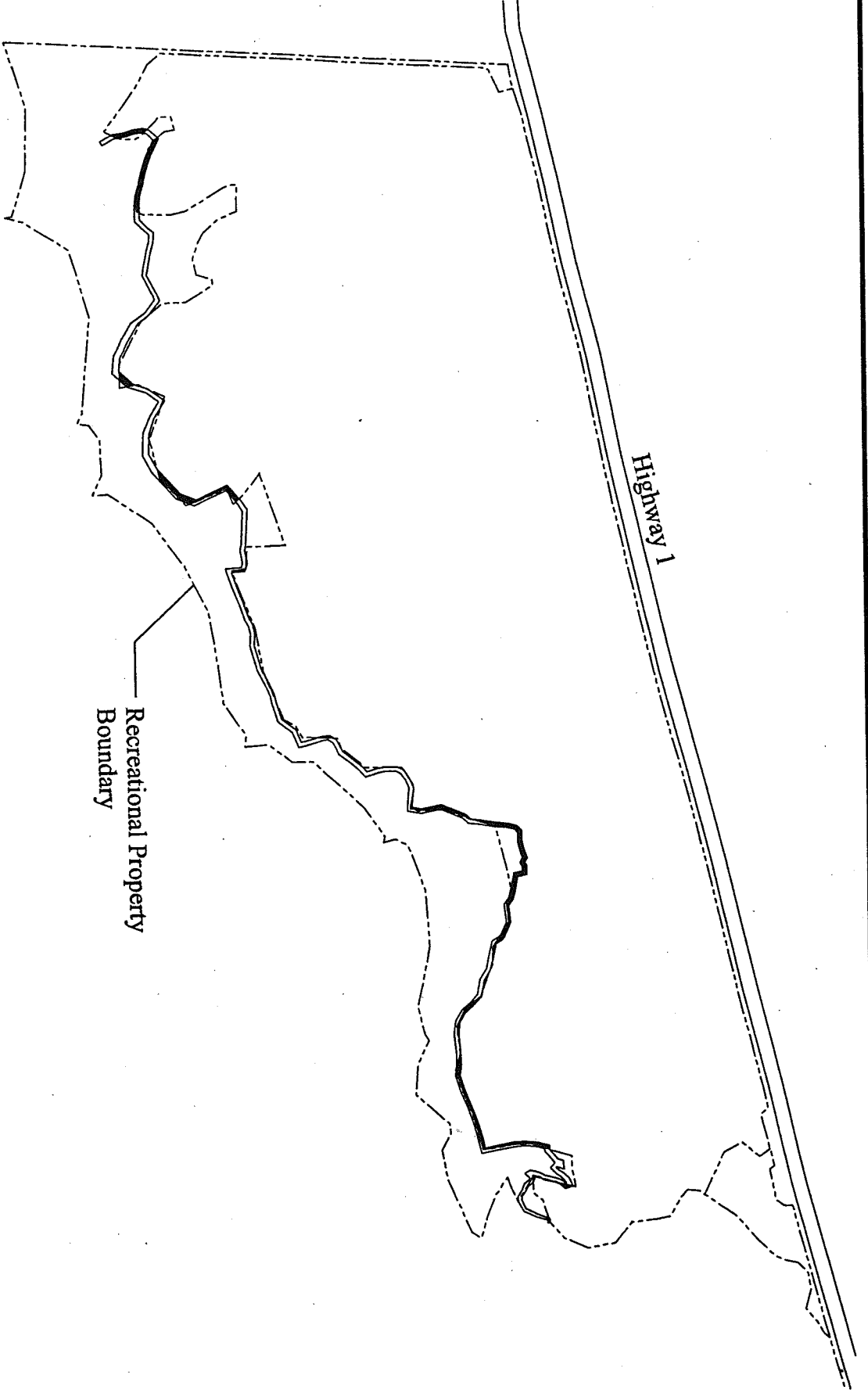
- Legend**
- Trail Corridor
 - Parking Lot

Exhibit 'B'

Map of trail corridor area on North Cowell Ranch and Purisima Farms



Highway 1



Recreational Property
Boundary

Legend:

Trail corridor within
Recreational Property

POST Trail easement

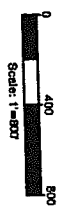


Exhibit 'C'

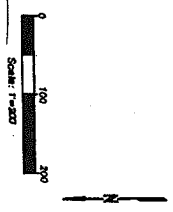
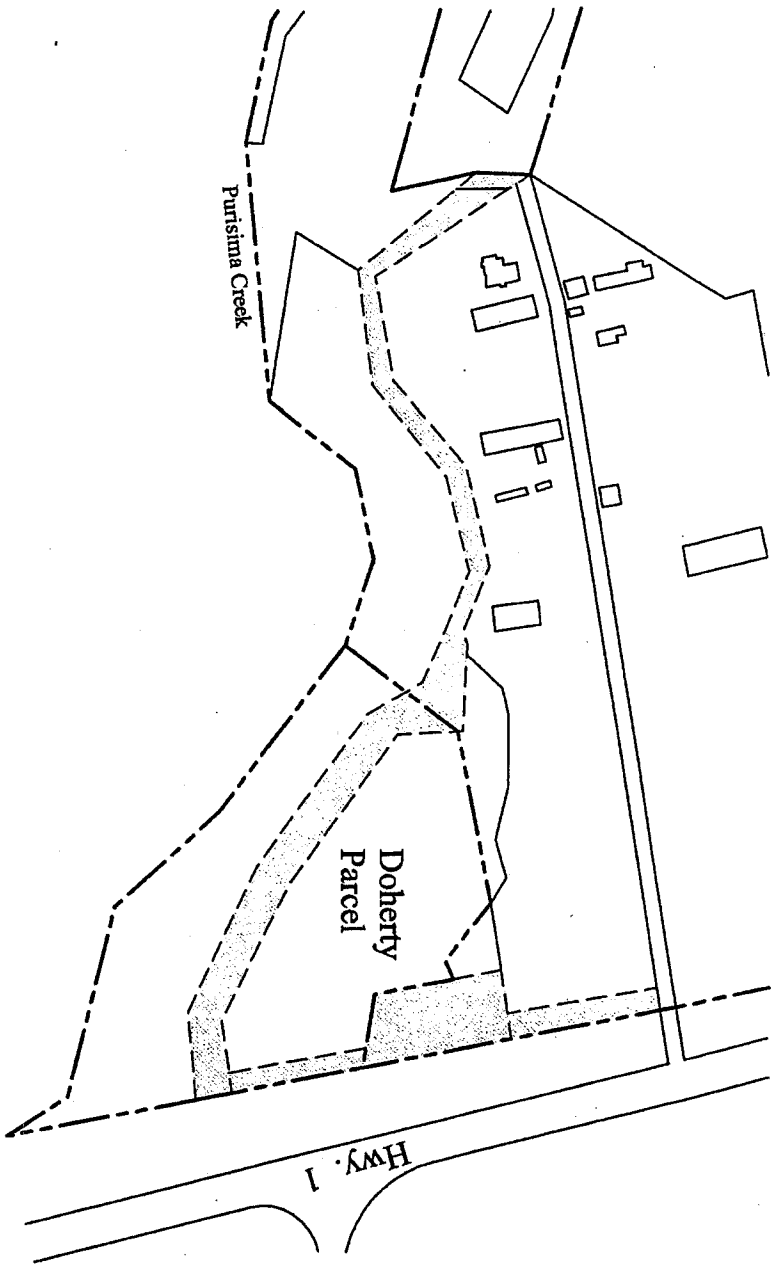
Map of POST Trail Easement

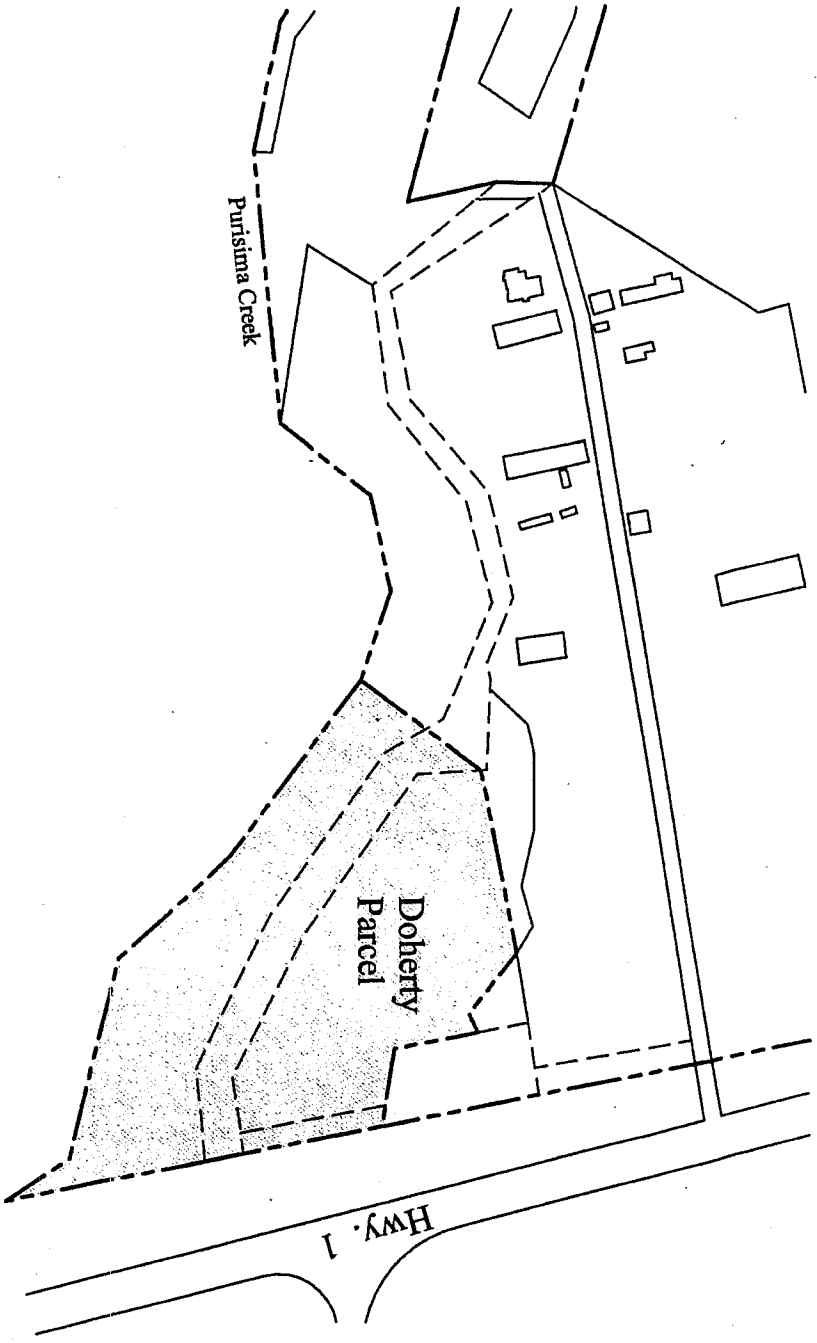
Exhibit 'D'

Map of the Conservancy Easement Area at the Guisti Farm Center

Legend:

-  Existing Easements to be Abandoned





Legend:
----- Doherty Parcel

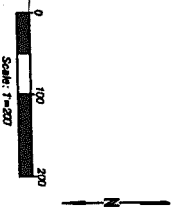


Exhibit 'E'

Map of the Doherty Parcel Area at the Guisli Farm Center

PLAT FOR EXHIBIT "A"

EASEMENT SHOWN AS DARKENED AREAS

LANDS OF THE STATE OF CALIFORNIA (DOCUMENT 92211407)

LANDS OF GIUSTI (DOCUMENT 92215282)

PACIFIC OCEAN

HIGHWAY 1 (ROUTE 56)

BASIS OF BEARINGS

LINE "A" IS EAST LINE OF EASEMENT

TIE LINE

TRUE POINT OF BEGINNING CENTERLINE OF PURISIMA CREEK



Bruce D. Woodworth

arcturus Surveys
Woodside, CA 1-650-387-4996

Field Work Wy	Easement over the Lands of GIUSTI (Document 92215282) Half Moon Bay, CA	
Drawing Wy		
Archive USB 0703	Date: 07-15-08	Scale 1" = 1000'
Cadd File 05106b+15.dwg	Sheet 1 of 1	