

Attachment A

This page intentionally left blank.

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

WITH COPY TO:

State of California
Department of Fish and Wildlife
Habitat Conservation Planning Branch
Post Office Box 944209
Sacramento, CA 94244-2090

Space Above Line for Recorder's Use Only

CONSERVATION EASEMENT DEED

THIS CONSERVATION EASEMENT DEED ("Conservation Easement") is made as of _____, 2025, by the Monterey Peninsula Regional Park District ("Grantor"), in favor of the Monterey County Housing and Community Development ("Grantee"), with reference to the following facts:

RECITALS

A. Grantor is the sole owner in fee simple of certain real property containing approximately thirty-five (35) acres of land, located in the County of Monterey, State of California, designated as Parcels H and I on the Map of Tract No. 1564, Rancho Cañada Village (the "Final Map") recorded on August 22, 2023 in the Official Records of Monterey County as Document No. 2023026084 in Volume 24 "Cities and Towns" at Page 87. The Final Map is attached as Exhibit A to this Conservation Easement and incorporated in it by this reference.

B. The Property is in a predominately unimproved condition and possesses wildlife and habitat values of great importance to Grantee, the California Department of Fish and Wildlife ("CDFW"), and the people of the State of California. The Property is habitat for fish and wildlife resources that could potentially be impacted by the entitled Rancho Cañada Village Project subject to the Streambed Alteration Agreement entered into between CDFW and Rancho Cañada Venture, LLC (Notification No. EPIMS-MON-43221-R), including Crotch's bumble bee, California red-legged frog, Coast Range newt, two-striped garter snake, Southwestern pond turtle, Northern California legless lizard, coast horned lizard, white-tailed kite, Monterey dusky-footed woodrat, Monterey shrew, several bird species, and special status plant species. The Property presents unique opportunities for the restoration and enhancement

4527355.6

Page 1

128578192.1 0084475-00001

EXHIBIT B

of native riparian and associated upland habitat along the Carmel River. Individually and collectively, these wildlife and habitat values comprise the "Conservation Values" of the Property.

C. Grantee is authorized to hold conservation easements pursuant to Civil Code section 815.3(b). Specifically, Grantee is a county governmental entity authorized to acquire and hold title to real property in the State of California.

D. CDFW has jurisdiction, pursuant to Fish and Game Code section 1802, over the conservation, protection, and management of fish, wildlife, native plants and the habitat necessary for biologically sustainable populations of those species, and CDFW is authorized to hold conservation easements for these purposes pursuant to Civil Code section 815.3, Fish and Game Code section 1348, and other provisions of California law.

E. This Conservation Easement provides mitigation for certain impacts of the Rancho Cañada Village Project located in the County of Monterey, State of California, pursuant to the Streambed Alteration Agreement (Notification No. EPIMS-MON-43221-R4) executed by Rancho Cañada Venture LLC, represented by Alan Williams, and CDFW, dated February 5, 2025.

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to California law, including Civil Code section 815, *et seq.*, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property that is a former golf course that has not been restored from its former use and also includes existing improvements (e.g., a network of concrete paths, a bridge, wells, restroom building, water/wastewater infrastructure, and associated utilities, and is subject to certain easements and rights of way of record).

1. Purposes. The purposes of this Conservation Easement are to ensure the Property will be retained forever in its natural, restored, or enhanced condition and to prevent any use of the Property that will impair or interfere with the Conservation Values of the Property. Grantor intends that this Conservation Easement will confine the use of the Property to activities that are consistent with such purposes, including, without limitation, those involving the preservation, restoration, and enhancement of native species and their habitats.

2. Grantee's Rights. To accomplish the purposes of this Conservation Easement, Grantor hereby grants and conveys the following rights to Grantee and to CDFW as a third-party beneficiary of this Conservation Easement:

- (a) To preserve and protect the Conservation Values of the Property;
- (b) To enter the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement, and for scientific research and interpretive purposes by Grantee or its designees and CDFW or its designees, provided

that neither Grantee nor CDFW shall unreasonably interfere with Grantor's authorized use and quiet enjoyment of the Property;

(c) To prevent any activity on or use of the Property that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features of the Property that may be damaged by any act, failure to act, or any use or activity that is inconsistent with the purposes of this Conservation Easement;

(d) To require that all mineral, air and water rights as necessary to preserve, protect, and sustain the biological resources and Conservation Values of the Property shall remain a part of and be put to beneficial use upon the Property, consistent with the purposes of this Conservation Easement; and

(e) All present and future development rights appurtenant to, allocated, implied, reserved or inherent in the Property; such rights are hereby terminated and extinguished, and may not be used on or transferred to any portion of the Property, nor any other property adjacent or otherwise.

3. Prohibited Uses. Any activity on or use of the Property that is inconsistent with the purposes of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following uses and activities by Grantor, Grantor's agents, and third parties are expressly prohibited:

(a) Unseasonable watering; use of chemical fertilizers, pesticides, biocides, herbicides, rodenticides, fungicides or other agents except herbicides necessary to control non-native plants defined as noxious weeds for restoration purposes; incompatible fire protection activities; and any and all other activities and uses which may adversely affect the Conservation Values of the Property or otherwise interfere with the purposes of this Conservation Easement;

(b) Use of off-road vehicles and use of any other motorized vehicles except on existing roadways, trails, or as necessary for maintenance, management, or emergency response purposes;

(c) Agricultural activity of any kind, except grazing for vegetation management if done in accordance with a grazing or management plan for the Property approved by Grantee and CDFW;

(d) Recreational activities including, but not limited to, horseback riding, biking, hunting or fishing, and excepting those recreational activities that are consistent with the purposes of this Conservation Easement and carried out in accordance with a management plan for the Property approved by Grantee and CDFW;

(e) Commercial, industrial, institutional, or residential structures or uses;

(f) Any legal or de facto division, subdivision or partitioning of the Property, including a request for a certificate of compliance pursuant to the Subdivision Map Act (Gov. Code section 66499.35);

(g) Construction, reconstruction, expansion, location, relocation, installation, or placement of any building, billboard or sign (with the exception of minor trespass control, trail wayfinding, or interpretive signage), or any other structure or improvement of any kind, except

4527355.6

for the restoration, rehabilitation, replacement, reconstruction, or minor alteration of existing structures or improvements of substantially the same size, purpose, and capacity (e.g., existing utilities, pipelines, restroom, trails, or bridge);

(h) Deposit or accumulation of soil, trash, ashes, refuse, waste, bio-solids, or human compost, with the exception of soil, vegetative compost and mulch necessary for restoration actions;

(i) Planting, introduction, or dispersion of non-native or exotic plant or animal species;

(j) Filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for or extracting minerals, loam, soil, sands, gravel, rocks or other material on or below the surface of the Property, or granting or authorizing surface entry for any such purpose;

(k) Altering the surface or general topography of the Property, including building roads or trails, or paving or otherwise covering any portion of the Property, except as carried out in accordance with a management plan for the Property approved by Grantee and CDFW, so long as any future constructed trail/road surface does not result in road/trail surface on the property cumulatively exceed baseline at the time of recordation of this Conservation Easement, which is XX acres (or square feet if needed);

(l) Removing, disturbing, altering, destroying, or cutting of trees, shrubs or other vegetation, except in conformance with a management plan reviewed and approved by Grantee and CDFW and (1) as required by law, (2) for fire breaks, (3) for maintenance of existing foot trails or roads, (4) prevention or treatment of plant disease, (5) to remove or otherwise control noxious weeds, and (6) for restoration purposes. ;

(m) Manipulating, impounding or altering any natural water course, body of water or water circulation on the Property, and activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters, except where part of a floodplain and habitat restoration project in conformance with a management plan reviewed and approved by Grantee and CDFW and conducted with the appropriate regulatory approvals and permits;

(n) Without the prior written consent of Grantee and CDFW, which Grantee and CDFW each may withhold, transferring, encumbering, selling, leasing, or otherwise separating the mineral, air, or water rights for the Property; changing the place or purpose of use of the water rights; abandoning or allowing the abandonment of, by action or inaction, any water or water rights, ditch or ditch rights, spring rights, reservoir or storage rights, wells, ground water rights, or other rights in and to the use of water historically used on or otherwise appurtenant to the Property, including but not limited to: (1) riparian water rights; (2) appropriative water rights; (3) rights to waters which are secured under contract with any irrigation or water district, to the extent such waters are customarily applied to the Property; and (4) any water from wells that are in existence or may be constructed in the future on the Property; and

(o) Any activity or use that may violate or fail to comply with relevant federal, state, or local laws, regulations, or policies applicable to Grantor, the Property, or the activity or use in question.

4. Allowable Uses. Notwithstanding the Prohibited Uses in Section 3, above, and so long as future uses are located in areas and conducted in a manner that will not impair the Conservation Values or interfere with the purposes of this Conservation Easement as determined by Grantee and CDFW, the following uses of the Property are allowable uses of the Property:

- (a) Public pedestrian, bicycle, and equestrian access along an approved trail corridor, as depicted in the Final Map (Exhibit A), or in a management plan reviewed and approved by Grantee and CDFW, including electric bicycles (e-bikes), provided they are operated along an approved trail at a maximum speed of 20 miles per hour and in accordance with applicable regulations.
- (b) Placement of non-commercial, informational and wayfinding signage for trespass control along Property boundaries and the approved trail corridor;
- (c) Uses reasonably required for Property management and public safety purposes, including invasive species removal, property mowing or grazing, placement and repair of wildlife friendly fencing, and maintenance and repair of the trail within the approved trail corridor, in conformance with a management plan reviewed and approved by Grantee and CDFW; and
- (d) The following activities, as outlined in a management plan approved by Grantee and CDFW:
 - i. Demolition and removal of derelict improvements, including restroom building, former golf cart paths, and other existing improvements;
 - ii. Floodplain and upland habitat restoration and enhancement;
 - iii. Approved trail corridor realignment, as required for habitat restoration or enhancement purposes;
 - iv. Installation of passive recreational improvements and signage along an approved trail corridor such as benches, shaded natural resource interpretation area and other passive natural resource interpretation and education purposes; and
 - v. Grazing infrastructure improvements required for vegetation management such as fences, troughs, minor irrigation lines or water tanks.

5. Grantor's Duties. Grantor shall undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the Conservation Values of the Property. In addition, Grantor shall undertake all necessary actions to perfect the rights of Grantee and CDFW under Section 2 of this Conservation Easement.

6. Reserved Rights. Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Property, including the right to engage in or to permit or invite others to engage in all uses of the Property that are not expressly prohibited or limited by, and are consistent with the purposes of, this Conservation Easement.

7. Grantee's Remedies.

(a) CDFW, as a third party beneficiary of this Conservation Easement, shall have the same rights and remedies as Grantee under this Section 7. If Grantee determines that a violation of the terms of this Conservation Easement has occurred or is threatened, Grantee shall give written notice to Grantor of such violation and demand in writing the cure of such violation ("Notice of Violation"). At the time of giving any such notice, Grantee shall give a copy of the notice to CDFW (or, if CDFW gives a Notice of Violation it shall also give a copy of the notice to Grantee). Notice shall be provided in accordance with Section 21 of this Conservation Easement.

(b) If Grantor fails to cure the violation within thirty (30) days after receipt of the Notice of Violation, or if the cure reasonably requires more than thirty (30) days to complete and Grantor fails to begin the cure within the thirty (30)-day period or fails to continue diligently to complete the cure, Grantee may bring an action at law or in equity in a court of competent jurisdiction for any or all of the following: to recover any damages to which Grantee may be entitled for violation of the terms of this Conservation Easement or for any injury to the Conservation Values of the Property; to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies; to pursue any other legal or equitable relief, including, but not limited to, the restoration of the Property to the condition in which it existed prior to any such violation or injury; or to otherwise enforce this Conservation Easement. Without limiting the liability of Grantor, Grantee may apply any damages recovered to the cost of undertaking any corrective action on the Property.

(c) If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate injury to the Conservation Values of the Property, Grantee may pursue its remedies under this Conservation Easement without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this section apply equally to actual or threatened violations of the terms of this Conservation Easement.

(d) Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in Civil Code section 815, *et seq.*

(e) If at any time in the future Grantor or any subsequent transferee uses or threatens to use the Property for purposes inconsistent with this Conservation Easement then, despite the provisions of Civil Code section 815.7, the Grantee, Grantor, the California Attorney General, and any person and any entity with a justiciable interest in the preservation of this Conservation Easement each has standing as an interested party in any proceeding affecting this Conservation Easement.

8. Costs of Enforcement. Grantor shall bear all reasonable legal costs incurred by Grantee or CDFW, where it is a prevailing party in enforcing the terms of this Conservation Easement against Grantor. These costs include, but are not limited to, the costs of suit and attorneys' and experts' fees, and any costs for restoration necessitated by Grantor's negligence or breach of this Conservation Easement.

9. Discretion of Grantee and CDFW. Enforcement of the terms of this Conservation Easement by Grantee or CDFW shall be at the discretion of the enforcing party, and any forbearance by Grantee or CDFW to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement shall not be deemed or construed to be a waiver by Grantee or CDFW of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any rights of Grantee or CDFW under this Conservation Easement. No delay or omission by Grantee or CDFW in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver.

10. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee or CDFW to bring any action against Grantor for any injury to or change in the Property resulting from (i) any natural cause beyond Grantor's control, including, without limitation, fire not caused by Grantor, flood, storm, and earth movement, or any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes; or (ii) acts by Grantee or its employees, agents or contractors, or CDFW or its employees, agents or contractors.

11. CDFW Right of Enforcement. All rights and remedies conveyed to Grantee under this Conservation Easement shall extend to and are enforceable by CDFW. These enforcement rights are in addition to, and do not limit, the rights of enforcement under Streambed Alteration Agreement MON-43221 executed February 5, 2025, or any subsequent Streambed Alteration Agreements between CDFW and Rancho Cañada Venture LLC or its successor.

12. Access. This Conservation Easement does not convey a general right of access to the public.

13. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property. Grantor agrees that neither Grantee nor CDFW shall have any duty or responsibility for the operation, upkeep or maintenance of the Property, the monitoring of hazardous conditions thereon, or the protection of Grantor, the public or any third parties from risks relating to conditions on the Property. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals required for any activity or use permitted by this

Conservation Easement, including those required from CDFW acting in its regulatory capacity, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency statutes, codes, ordinances, rules, regulations, orders and requirements.

14. Taxes; No Liens. Grantor shall pay before delinquency all taxes, assessments (general and special), fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "Taxes"), including any Taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee and CDFW with satisfactory evidence of payment upon request. Grantor shall keep the Property free from any liens (other than a security interest that is expressly subordinate to this Conservation Easement as provided in Section 23(j)), including those arising out of any obligations incurred by Grantor for any labor or materials furnished or alleged to have been furnished to or for Grantor at or for use on the Property.

15. Hold Harmless. Grantor shall hold harmless, protect, and indemnify Grantee and its directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each a "Grantee Indemnified Party" and, collectively, "Grantee's Indemnified Parties") and CDFW and its directors, officers, employees, agents, contractors and representatives, and the heirs, personal representatives, successors and assigns of each of them (each a "CDFW Indemnified Party" and, collectively, "CDFW's Indemnified Parties") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation, reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments (each a "Claim" and, collectively, "Claims"), arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, (2) the obligations specified in Sections 5, 14, and 15, and (3) the existence or administration of this Conservation Easement; except that in all cases, these indemnification obligations shall be inapplicable (a) to Grantee's Indemnified Parties with respect to any Claim to the extent due to the negligence or willful misconduct of Grantee or Grantee's Indemnified Parties and (b) to CDFW's Indemnified Parties with respect to any Claim due solely to the negligence or willful misconduct of CDFW or CDFW's Indemnified Parties. If any action or proceeding is brought against any of the CDFW's Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from CDFW, defend such action or proceeding by counsel reasonably acceptable to the CDFW Indemnified Party or reimburse CDFW for all reasonable charges actually incurred by CDFW for services of the California Attorney General in defending the action or proceeding.

16. Extinguishment. If circumstances arise in the future that render the purposes of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, in whole or in part, by judicial proceedings in a court of competent jurisdiction.

17. Condemnation. Pursuant to Code of Civil Procedure section 1240.055, this Conservation Easement is "property appropriated to public use," as used in Article 6 (commencing with section 1240.510) and Article 7 (commencing with section 1240.610) of

Chapter 3 of Title 7 of the Code of Civil Procedure. A person authorized to acquire property for public use by eminent domain shall seek to acquire the Property, if at all, *only* as provided in Code of Civil Procedure section 1240.055. CDFW is a public entity that imposed conditions on approval of a project that were satisfied, in whole or in part, by the creation of this Conservation Easement. If any person seeks to acquire the Property for public use, Grantee shall provide notice to CDFW and comply with all obligations of the holder of a conservation easement under Code of Civil Procedure section 1240.055. If the Conservation Easement is condemned, the net proceeds from the condemnation shall be used in compliance with Government Code section 65966(j).

18. Transfer of Easement. This Conservation Easement may be assigned or transferred by Grantee only to CDFW or another entity or organization authorized to acquire and hold conservation easements pursuant to Civil Code section 815.3 and Government Code section 65967 (and any successor or other provisions then applicable) or the laws of the United States. Grantee shall require the assignee to record the assignment in the county where the Property is located. The failure of Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforcement in any way.

19. Transfer of Property. Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which Grantor divests itself of any interest in all or any portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee and CDFW of the intent to transfer any interest in all or any portion of the Property at least sixty (60) days prior to the date of such transfer. Grantee or CDFW shall have the right to prevent subsequent transfers in which prospective subsequent claimants or transferees are not given notice of the terms, covenants, conditions and restrictions of this Conservation Easement. The failure of Grantor, Grantee, or CDFW to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

20. Third Party Beneficiary. Grantor and Grantee acknowledge that CDFW is an express third party beneficiary with all rights as set forth herein and as necessary to enforce this Conservation Easement. This Conservation Easement shall not create any right or interest in the public, or any member thereof, as a third party beneficiary, nor shall it authorize any member of the public to bring a lawsuit to enforce this Conservation Easement.

21. Notices. Any notice, demand, request, consent, approval, or other communication that any party desires or is required to give to the other parties shall be in writing and be served personally or sent by recognized overnight courier that guarantees next-day delivery or by first class United States mail, postage fully prepaid, and addressed as follows:

To Grantor: Monterey Peninsula Regional Park District
Post Office Box 223340
Carmel, California 93922
Attn: General Manager

To Grantee: Monterey County Board of Supervisors
168 West Alisal Street, 1st Floor
Salinas, California 93901
Attn: Board Chair

To CDFW: California Department of Fish and Wildlife
Central Region (Region 4)
1234 E. Shaw Avenue
Fresno, California 93710 Attn: Regional Manager

Copy to: California Department of Fish and Wildlife
Office of the General Counsel
Post Office Box 944209
Sacramento, California 94244-2090
Attn: General Counsel

or to such other address as Grantor, Grantee or CDFW shall designate by written notice to the other parties. Notice shall be deemed effective upon delivery in the case of personal delivery or delivery by overnight courier or, in the case of delivery by first class mail, three (3) days after deposit into the United States mail.

22. Amendment. This Conservation Easement may be amended by Grantor and Grantee only by mutual written agreement and subject to the prior written consent of CDFW. Any such amendment shall be consistent with the purposes of this Conservation Easement and California law governing conservation easements and shall not affect its perpetual duration. Any such amendment shall be recorded in the Official Records of the county in which the Property is located.

23. Additional Provisions.

(a) Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of California, disregarding the conflicts of law principles of such state.

(b) Liberal Construction. Despite any general rule of construction to the contrary, this Conservation Easement shall be liberally construed to accomplish the purposes of this Conservation Easement and the policy and purpose of Civil Code section 815, *et seq.* If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If a court of competent jurisdiction voids or invalidates on its face any provision of this Conservation Easement, such action shall not affect the remainder of this Conservation Easement. If a court of competent jurisdiction voids or invalidates the application of any provision of this Conservation Easement to a person or circumstance, such action shall not affect the application of the provision to any other persons or circumstances.

(d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions,

4527355.6

negotiations, understandings, or agreements of the parties relating to the Conservation Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment in accordance with Section 22.

(e) No Forfeiture. Nothing contained in this Conservation Easement will result in a forfeiture or reversion of Grantor's title in any respect. Notwithstanding the foregoing, if CDFW reasonably determines that this Conservation Easement is not being held, monitored, or stewarded for conservation purposes in accordance with the requirements of Government Code section 65967(e), then pursuant to Government Code section 65967(e) the Conservation Easement shall revert to CDFW or to another public agency, governmental entity, special district, or nonprofit organization approved in advance in writing by CDFW.

(f) Successors. The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties and their respective personal representatives, heirs, successors, and assigns and shall constitute a servitude running in perpetuity with the Property.

(g) Termination of Rights and Obligations. A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or Property, except that liability for acts, omissions, or breaches occurring prior to transfer shall survive transfer.

(h) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.

(i) No Hazardous Materials Liability.

(1) Grantor represents and warrants to Grantee and CDFW that it has no knowledge or notice of any Hazardous Materials (defined below) or underground storage tanks existing, generated, treated, stored, used, released, disposed of, deposited or abandoned in, on, under, or from the Property, or transported to or from or affecting the Property.

(2) Without limiting the obligations of Grantor under Section 15 of this Conservation Easement, Grantor hereby releases and agrees to indemnify, protect and hold harmless the Grantee's Indemnified Parties and the CDFW's Indemnified Parties (each as defined in Section 15) from and against any and all Claims arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, released in, from, or about, or otherwise associated with the Property at any time, except that (A) this indemnification shall be inapplicable to the Grantee's Indemnified Parties with respect to any Hazardous Materials placed, disposed, or released by Grantee or any of Grantee's Indemnified Parties and (B) this indemnification shall be inapplicable to the CDFW's Indemnified Parties with respect to any Hazardous Materials placed, disposed, or released by CDFW or CDFW's Indemnified Parties. This release and indemnification includes, without limitation, Claims for injury to or death of any person or physical damage to any property; and the violation or alleged violation of, or other failure to comply with, any Environmental Laws (defined below). If any action or proceeding is brought against any of the CDFW's Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from CDFW, defend such action or proceeding by counsel reasonably acceptable to the CDFW Indemnified Party or

4527355.6

reimburse CDFW for all reasonable charges actually incurred by CDFW for services of the California Attorney General in defending the action or proceeding.

(3) Despite any contrary provision of this Conservation Easement, the parties do not intend this Conservation Easement to be, and this Conservation Easement shall not be, construed such that it creates in or gives to Grantee or CDFW any of the following:

(A) The obligations or liability of an "owner" or "operator," as those terms are defined and used in Environmental Laws (defined below), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. section 9601, *et seq.*; hereinafter, "CERCLA"); or

(B) The obligations or liabilities of a person described in 42 U.S.C. section 9607(a)(3) or (4); or

(C) The obligations of a responsible person under any applicable Environmental Laws; or

(D) The right or duty to investigate and remediate any Hazardous Materials associated with the Property; or

(E) Any control over Grantor's ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Property.

(4) The term "Hazardous Materials" includes, without limitation, (a) material that is flammable, explosive or radioactive; (b) petroleum products, including by-products and fractions thereof; and (c) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Resource Conservation and Recovery Act of 1976 (42 U.S.C. section 6901, *et seq.*; hereinafter "RCRA"); the Hazardous Materials Transportation Act (49 U.S.C. section 5101, *et seq.*; hereinafter "HTA"); the Hazardous Waste Control Law (Health & Saf. Code section 25100, *et seq.*; hereinafter "HCL"); the Carpenter-Presley-Tanner Hazardous Substance Account Act (Health & Saf. Code section 25300, *et seq.*; hereinafter "HSA"), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable Environmental Laws now in effect or enacted after the date of this Conservation Easement.

(5) The term "Environmental Laws" includes, without limitation, CERCLA, RCRA, HTA, HCL, HSA, and any other federal, state, local or administrative agency statute, code, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment or Hazardous Materials. Grantor represents, warrants and covenants to Grantee and CDFW that activities upon and use of the Property by Grantor, its agents, employees, invitees and contractors will comply with all Environmental Laws.

(j) Warranty. Grantor represents and warrants that Grantor is the sole owner of fee simple title to the Property; that the Property is not subject to any other conservation easement; and there are no outstanding mortgages, liens, encumbrances or other interests in the Property (including, without limitation, water and mineral interests) that may conflict or are otherwise inconsistent with this Conservation Easement and which have not been expressly subordinated to this Conservation Easement by a written, recorded Subordination Agreement approved by Grantee and CDFW.

4527355.6

(k) Additional Easements. Grantor shall not grant any additional easements, rights of way, or other interests in the Property (other than a security interest that is expressly subordinated to this Conservation Easement), or grant, transfer, abandon, or relinquish (each a "Transfer") any mineral, air, or water right, or any water associated with the Property, without first obtaining the written consent of Grantee and CDFW. Grantee or CDFW may withhold such consent if it determines that the proposed interest or Transfer is inconsistent with the purposes of this Conservation Easement or may impair or interfere with the Conservation Values of the Property. This section shall not limit the provisions of Sections 2(d) or 3(n), nor prohibit transfer of a fee or leasehold interest in the Property that is subject to this Conservation Easement and complies with Section 19. Grantor shall provide a certified copy of any recorded or unrecorded grant or Transfer document to Grantee and CDFW.

(l) Recording. Grantee shall record this Conservation Easement in the Official Records of the county in which the Property is located, and Grantee or CDFW may re-record it at any time as it deems necessary to preserve its rights in this Conservation Easement.

(m) Exhibits. The following Exhibit(s) referenced in this Conservation Easement are attached to and incorporated by reference in this Conservation Easement:

EXHIBIT A – Legal Description and Map of Property

IN WITNESS WHEREOF Grantor has executed this Conservation Easement as of the day and year first above written.

GRANTOR:

[Insert full legal name of Grantor]

BY: _____

NAME: _____

TITLE: _____

DATE: _____

[NOTE: ATTACH EXHIBIT(S) AND FORM OF NOTARY ACKNOWLEDGMENT]

OWNER'S STATEMENT

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO, THE REAL PROPERTY INCLUDED WITHIN THIS SUBDIVISION SHOWN UPON THIS MAP, AND THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID PROPERTY, AND WE CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP AS SHOWN WITHIN THE SUBDIVISION BOUNDARY LINES.

WE HEREBY RESERVE ANY AND ALL RIPARIAN, GROUNDWATER, AND OVERLYING GROUNDWATER WATER RIGHTS THAT EXIST FOR ANY REAL PROPERTY OWNED BY US WITHIN THIS SUBDIVISION. ALL WATER RIGHTS ASSOCIATED WITH THE REAL PROPERTY WITHIN THIS SUBDIVISION ARE SUBJECT TO ALL OF THE TERMS AND PROVISIONS CONTAINED IN THE UNRECORDED DOCUMENT ENTITLED WATER RIGHTS AND USE AGREEMENT, EFFECTIVE JUNE 30, 2016, AMONG LOMBARDO LAND GROUP II, L.P., A CALIFORNIA LIMITED PARTNERSHIP, RANCHO CANADA DE LA SEGUNDA, INC., A CALIFORNIA CORPORATION, LOMBARDO LAND GROUP I, L.P., A CALIFORNIA LIMITED PARTNERSHIP, ACLS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, RANCHO CANADA VENTURE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AND THE TRUST FOR PUBLIC LAND, A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION, WHICH AGREEMENT IS REFERENCED IN THE MEMORANDUM OF AGREEMENT RECORDED JANUARY 25, 2017 IN DOCUMENT NO. 2017004422 OF THE OFFICIAL RECORDS OF THE COUNTY OF MONTEREY.

ALL LOTS AND COMMON AREAS CREATED BY THIS MAP EXPRESSLY RETAIN ANY AND ALL RIPARIAN RIGHTS APPURTENANT TO THE PROPERTY TO PROVIDE A SOURCE OF DOMESTIC WATER SUPPLIES TO EACH LOT AND ALL COMMON AREAS. RIPARIAN WATER RIGHTS APPURTENANT TO THE REAL PROPERTY SHALL BE CONFIRMED IN THE GRANT DEED AT THE TIME OF SALE OR CONVEYANCE OF ANY LOT SHOWN ON THIS MAP.

WE HEREBY DEDICATE EASEMENTS FOR PUBLIC USE FOR ACCESS AND PUBLIC UTILITIES INCLUDING BUT NOT LIMITED TO ELECTRICITY, GAS, COMMUNICATIONS, WATER, DRAINAGE AND SEWER AND THEIR NECESSARY APPURTENANCES ON, OVER AND UNDER THOSE CERTAIN STRIPS OF LAND DESIGNATED AS "PUBLIC UTILITY EASEMENT" (P.U.E.) AS SHOWN HEREON; SUCH STRIPS OF LAND ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES AND USES WHICH INTERFERE WITH THE PURPOSE OF THE EASEMENT.

WE HEREBY DEDICATE EASEMENTS FOR PUBLIC USE FOR ACCESS AND PUBLIC UTILITIES INCLUDING BUT NOT LIMITED TO ELECTRICITY, GAS, COMMUNICATIONS, WATER, DRAINAGE AND SEWER AND THEIR NECESSARY APPURTENANCES ON, OVER AND UNDER THOSE CERTAIN STRIPS OF LAND DESIGNATED AS PARCELS B1, B2, AND B3 AS SHOWN HEREON; SUCH STRIPS OF LAND ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES AND USES WHICH INTERFERE WITH THE PURPOSE OF THE EASEMENT.

WE HEREBY DEDICATE FOR PUBLIC USE A PUBLIC TRAIL EASEMENT OVER THOSE STRIPS OF LAND IDENTIFIED AS "PUBLIC TRAIL EASEMENT", NEW EASEMENT KEYNOTE #2 AND #3; SUCH STRIPS OF LAND ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES AND USES WHICH INTERFERE WITH THE PURPOSE OF THE EASEMENT.

WE HEREBY DEDICATE FOR PUBLIC USE A DRAINAGE EASEMENT ON, OVER AND UNDER THOSE CERTAIN STRIPS OF LAND DESIGNATED AS "PUBLIC/COUNTY DRAINAGE EASEMENT", NEW EASEMENT KEYNOTE #4 AND #6; SUCH STRIPS OF LAND ARE TO BE KEPT OPEN AND FREE FROM BUILDINGS AND STRUCTURES AND USES WHICH INTERFERE WITH THE PURPOSE OF THE EASEMENT.

A 20-FOOT WIDE NON-EXCLUSIVE WATER LINE EASEMENT IDENTIFIED AS "CAL-AM WATER LINE EASEMENT", NEW EASEMENT KEYNOTE #15, AND A 20-FOOT WIDE NON-EXCLUSIVE ACCESS EASEMENT IDENTIFIED AS "CAL-AM ACCESS EASEMENT", NEW EASEMENT KEYNOTE #1, ARE TO BE CONVEYED TO CALIFORNIA AMERICAN WATER (CAL-AM) UNDER SEPARATE INSTRUMENT AT A LATER DATE.

A 20-FOOT WIDE NON-EXCLUSIVE SEWER LINE EASEMENT IDENTIFIED AS "CAWD SEWER EASEMENT", NEW EASEMENT KEYNOTE #11, IS TO BE CONVEYED TO CARMEL AREA WASTEWATER DISTRICT (CAWD) UNDER SEPARATE INSTRUMENT AT A LATER DATE.

A 10-FOOT WIDE NON-EXCLUSIVE SEWER LINE EASEMENT IDENTIFIED AS "SEWER EASEMENT", NEW EASEMENT KEYNOTE #8, IS TO BE CONVEYED TO COMMUNITY CHURCH OF MONTEREY PENINSULA UNDER SEPARATE INSTRUMENT AT A LATER DATE.

A NON-EXCLUSIVE EASEMENT IDENTIFIED AS "ACCESS, UTILITY AND DRAINAGE EASEMENT", NEW EASEMENT KEYNOTE #12, IS TO BE CONVEYED TO RANCHO CANADA VENTURE, LLC. UNDER SEPARATE INSTRUMENT AT A LATER DATE.

A NON-EXCLUSIVE ACCESS EASEMENT IDENTIFIED AS "ACCESS EASEMENT", NEW EASEMENT KEYNOTE #13, OVER A PORTION OF PARCEL B1 SHOWN HEREON IS TO BE CONVEYED TO MONTEREY PENINSULA REGIONAL PARKS DISTRICT UNDER SEPARATE INSTRUMENT AT A LATER DATE.

aka. Lombardo Land Group I, L.P.
OWNER: LOMBARDO LAND GROUP I, L.P., A CALIFORNIA LIMITED PARTNERSHIP
BY: David E. Harris 7/13/2023
LOMBARDO FAMILY TRUST DATED OCTOBER 24, 1984, GENERAL PARTNER
DAVID E. HARRIS, TRUSTEE OF THE LOMBARDO FAMILY TRUST

OWNER: MONTEREY PENINSULA REGIONAL PARKS DISTRICT, A CALIFORNIA REGIONAL PARK DISTRICT
FORMED PURSUANT TO PUBLIC RESOURCES CODE SECTIONS 5500, ET SEQ.

BY: Sherrin Parker, Acting General Manager 7/17/23
Lew Bauman

OPTIONEE STATEMENT

THE UNDERSIGNED ACLS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS OPTIONEE UNDER THE DOCUMENT RECORDED JANUARY 26, 2007 AS INSTRUMENT NO. 2007007048 OF OFFICIAL RECORDS, MONTEREY COUNTY, CALIFORNIA, DOES HEREBY JOIN IN AND CONSENT TO THE FOREGOING OWNERS STATEMENT AND ALL DEDICATIONS HEREON.

ACLS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
BY: R. Alan Williams, Managing Partner 7-17-23
(DATE)

STATEMENT OF APPROVAL BY SECRETARY OF MONTEREY COUNTY PLANNING COMMISSION

I, CRAIG SPENCER, SECRETARY OF THE MONTEREY COUNTY PLANNING COMMISSION HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT THE SUBDIVISION AS SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE VESTING TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF, AS APPROVED BY THE MONTEREY COUNTY BOARD OF SUPERVISORS ON JULY 27, 2021, AND THAT ALL THE PROVISIONS OF THE CALIFORNIA "SUBDIVISION MAP ACT", AS AMENDED, AND TITLE 19 OF THE MONTEREY COUNTY CODE HAVE BEEN COMPLIED WITH.

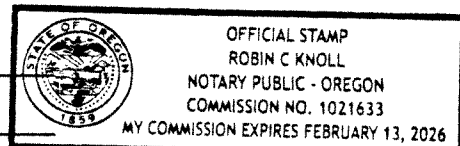
CRAIG SPENCER, SECRETARY, MONTEREY COUNTY PLANNING COMMISSION, COUNTY OF MONTEREY, STATE OF CALIFORNIA

July 27, 2023
DATE

OWNER'S 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 Oregon
COUNTY OF Clatsop
ON July 13, 2023, BEFORE ME, Robin C. Knoll, A NOTARY PUBLIC,
(NOTARY PRINT NAME HERE)
PERSONALLY APPEARED David E. Harris
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME IN HIS/HER AUTHORIZED CAPACITY, AND THAT BY HIS/HER SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON 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.
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE
PRINCIPAL COUNTY OF BUSINESS: Clatsop
COMMISSION EXPIRES: Feb 13, 2026
COMMISSION NUMBER OF NOTARY: 1021633



OWNER'S 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 Monterey
ON July 17, 2023, BEFORE ME, Angelia M. Love, A NOTARY PUBLIC,
(NOTARY PRINT NAME HERE)
PERSONALLY APPEARED Lew Bauman
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME IN HIS/HER AUTHORIZED CAPACITY, AND THAT BY HIS/HER SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON 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.
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE
PRINCIPAL COUNTY OF BUSINESS: Monterey
COMMISSION EXPIRES: April 7, 2026
COMMISSION NUMBER OF NOTARY: 2398007

STATEMENT OF CLERK OF BOARD OF SUPERVISORS

I, VALERIE RALPH, CLERK OF THE BOARD OF SUPERVISORS OF MONTEREY COUNTY, STATE OF CALIFORNIA DO HEREBY STATE THAT SAID BOARD APPROVED THE WITHIN MAP ON THE 18th DAY OF July, 2023, AND ACCEPTED ON BEHALF OF THE PUBLIC ALL OFFERS OF DEDICATION FOR PUBLIC USE, IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION.

VALERIE RALPH
CLERK OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA
BY: Valerie Ralph
DEPUTY

7.27.23
DATE

COUNTY RECORDER'S STATEMENT

FILED THIS 22nd DAY OF August, 2023 AT 11:21 A.M. IN VOLUME 24
OF CITIES & TOWNS, AT PAGE 89, AT THE REQUEST OF L&S ENGINEERING AND SURVEYING, INC.
TRACT #1564

XOCHITL MARINA CAMACHO
COUNTY RECORDER
BY: [Signature]
DEPUTY

DOC. NO. 2023026084
FEE \$117.00

OWNER'S 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 Monterey
ON July 17, 2023, BEFORE ME, Angelia M. Love, A NOTARY PUBLIC,
(NOTARY PRINT NAME HERE)
PERSONALLY APPEARED R. Alan Williams
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME IN HIS/HER AUTHORIZED CAPACITY, AND THAT BY HIS/HER SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON 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.
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE
PRINCIPAL COUNTY OF BUSINESS: Monterey
COMMISSION EXPIRES: April 7, 2026
COMMISSION NUMBER OF NOTARY: 2398007

TRACT NO. 1564
RANCHO CAÑADA VILLAGE
A PRIVATE ROAD SUBDIVISION
OF

CERTAIN REAL PROPERTY SITUATE, LYING AND BEING IN RANCHO CAÑADA DE LA SEGUNDA, IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, BEING A PART OF LOT 12, LOT 13 AND LOT 14 AS SHOWN AND SO DESIGNATED UPON THAT CERTAIN MAP ENTITLED "PARTITION MAP OF HATTON PROPERTY IN RANCHO CANADA DE LA SEGUNDA", RECORDED MARCH 17, 1927 IN VOLUME 109, PAGE 1 OFFICIAL RECORDS OF MONTEREY COUNTY AND PARCELS 1 AND 2 AS SHOWN AND SO UPON THAT CERTAIN RECORD OF SURVEY MAP RECORDED JANUARY 21, 2010 IN VOLUME 31 OF SURVEYS AT PAGE 1 OFFICIAL RECORDS OF MONTEREY COUNTY.

APRIL 2023
(WITH FINAL CORRECTIONS)

PREPARED BY:
L&S ENGINEERING AND SURVEYING, INC.

2460 Garden Road, Suite G, Monterey California 93940
P: 831.655.2723 F: 831.655.3425
LandSengineers.com

PREPARED FOR:
RANCHO CANADA VENTURE, LLC
POST OFFICE BOX 450
CARMEL, CALIFORNIA 93921

Vol 24 C&T p587

SIGNATURE OMISSIONS

PURSUANT TO PROVISIONS OF SECTION 66436(a)(3)(A)(i) OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURES HAVE BEEN OMITTED SINCE THEIR INTEREST CANNOT RIPEN INTO A FEE.

- (1) PACIFIC IMPROVEMENT COMPANY, HOLDER OF AN EASEMENT FOR PIPELINES AND INCIDENTAL PURPOSES PER DOCUMENT RECORDED OCTOBER 18, 1906 IN BOOK 95, DEEDS, PAGE 33, OF OFFICIAL RECORDS. LOCATION CANNOT BE DETERMINED.
- (2) MONTEREY COUNTY WATER WORKS, HOLDER OF AN EASEMENT FOR RIGHTS OF WAY AND INCIDENTAL PURPOSES PER DOCUMENT RECORDED SEPTEMBER 3, 1907 IN BOOK 98, DEEDS, PAGE 154, RECORDED JULY 12, 1926 IN VOLUME 85, PAGE 146, OF OFFICIAL RECORDS. LOCATION CANNOT BE DETERMINED.
- (3) PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION, HOLDER OF AN EASEMENT FOR POLE LINE, UNDERGROUND CONDUITS AND INCIDENTAL PURPOSES PER DOCUMENT RECORDED MAY 6, 1929 IN BOOK 191, PAGE 175, RECORDED JULY 11, 1930 IN BOOK 251, PAGE 322, RECORDED APRIL 23, 1971 IN BOOK 699, PAGE 59, RECORDED SEPTEMBER 23, 1998 AS INSTRUMENT NO. 9864519, ALL OF OFFICIAL RECORDS. SHOWN HEREON AS EASEMENT (A)
- (4) GERALD F. HERRMANN, GEORGE BLISS HERRMANN, EDITH RUCKER SPIELLER AND HAROLD BLISS RUCKER, HOLDERS OF AN EASEMENT FOR PERPETUAL RIGHTS OF WAY AND INCIDENTAL PURPOSES PER DOCUMENT RECORDED JUNE 1, 1939 IN BOOK 620, PAGE 213, OF OFFICIAL RECORDS. LOCATION CANNOT BE DETERMINED.
- (5) HOWARD HATTON AND MARY S. HATTON, HIS WIFE, HOLDERS OF AN EASEMENT FOR ROAD AND INCIDENTAL PURPOSES PER DOCUMENT RECORDED AUGUST 28, 1950 IN BOOK 1241, PAGE 137, OF OFFICIAL RECORDS. SHOWN HEREON AS EASEMENT (N)
- (6) DWIGHT W. MORROW, JR., HOLDER OF AN EASEMENT FOR AUTOMOBILES, MOTOR TRUCKS, OTHER MOTOR VEHICLES, CATTLE, HORSES, PEDESTRIANS AND INCIDENTAL PURPOSES PER DOCUMENT RECORDED JUNE 18, 1959 IN BOOK 1966, PAGE 167, OF OFFICIAL RECORDS. NOT ON SUBJECT PARCELS.
- (7) PACIFIC TELEPHONE AND TELEGRAPH COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR OVERHEAD, UNDERGROUND TELEPHONE SERVICE, PUBLIC UTILITIES AND INCIDENTAL PURPOSES PER DOCUMENT RECORDED OCTOBER 10, 1962 IN BOOK 103, DEEDS, PAGE 417, RECORDED MAY 3, 1929 IN BOOK 191, PAGE 140, ALL OF OFFICIAL RECORDS. LOCATION CANNOT BE DETERMINED.
- (8) CARMEL SANITARY DISTRICT, A PUBLIC CORPORATION, HOLDER OF AN EASEMENT FOR CONSTRUCTION, INSTALLATION, MAINTENANCE OF SEWERS AND SEWER LINE AND INCIDENTAL PURPOSES PER DOCUMENT RECORDED OCTOBER 24, 1965 IN BOOK 480, PAGE 1139, RECORDED OCTOBER 31, 1966 IN BOOK 481, PAGE 940, ALL OF OFFICIAL RECORDS. SHOWN HEREON AS EASEMENTS (B) (O)
- (9) COMMUNITY CHURCH OF THE MONTEREY PENINSULA, A CORPORATION, HOLDER OF AN EASEMENT FOR CONSTRUCTION, INSTALLATION, MAINTENANCE OF SEWERS AND INCIDENTAL PURPOSES PER DOCUMENT RECORDED OCTOBER 28, 1966 IN BOOK 481, PAGE 685, OF OFFICIAL RECORDS. SHOWN HEREON AS EASEMENT (P)
- (10) WILLIARD T. BRANSON, HOLDER OF AN EASEMENT FOR ROAD AND INCIDENTAL PURPOSES PER DOCUMENT RECORDED OCTOBER 23, 1969 IN BOOK 626, PAGES 341 AND 456, OF OFFICIAL RECORDS. NOT ON SUBJECT PARCELS.
- (11) CALIFORNIA-AMERICAN WATER COMPANY, A CALIFORNIA CORPORATION HOLDER OF AN EASEMENT FOR PIPELINE AND INCIDENTAL PURPOSES PER DOCUMENT RECORDED DECEMBER 10, 1982 IN BOOK 1596, PAGES 494 AND 506, OF OFFICIAL RECORDS. NOT ON SUBDIVISION PROPERTY. NOT ON SUBJECT PARCELS.
- (12) DUDLEY SWIM, ET UX, HOLDER OF AN EASEMENT FOR ROAD AND PIPE LINE, INGRESS, EGRESS AND UNDERGROUND WATER PIPE LINE AND INCIDENTAL PURPOSES PER DOCUMENT RECORDED MAY 31, 1955 IN BOOK 1620, DEEDS, PAGE 278, RECORDED FEBRUARY 28, 1956 IN BOOK 1684, PAGE 440, RECORDED JANUARY 9, 1957 IN BOOK 1762, PAGE 218, ALL OF OFFICIAL RECORDS. SHOWN HEREON AS EASEMENTS (I) (M)

SURVEYOR'S STATEMENT

I, FRANK LUCIDO, JR., HEREBY STATE THAT I AM A LICENSED LAND SURVEYOR IN THE STATE OF CALIFORNIA, THAT THIS MAP ENTITLED "FINAL MAP" CONSISTING OF 16 SHEETS, WAS PREPARED BY ME OR UNDER MY DIRECTION, THAT IT CORRECTLY REPRESENTS A FIELD SURVEY MADE UNDER MY DIRECTION DURING THE MONTHS OF JULY 2017 THROUGH SEPTEMBER 2017 AT THE REQUEST OF RANCHO CAÑADA VENTURE, LLC, IN ACCORDANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL OF THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR WILL OCCUPY THE POSITIONS ONE YEAR AFTER THE RECORDATION OF THIS MAP BY THE MONTEREY COUNTY RECORDER. THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THE AREA OF THIS SUBDIVISION IS 180.2 ACRES, MORE OR LESS.

FRANK LUCIDO JR.
PLS 8368
EXPIRES 12/31/23

JULY 6, 2023
DATE

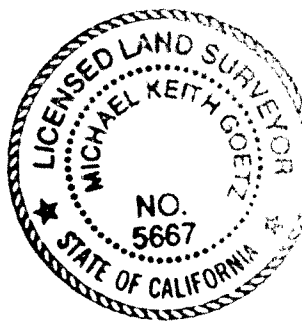


COUNTY SURVEYORS STATEMENT

I, MICHAEL K. GOETZ, COUNTY SURVEYOR OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP; THAT THE SUBDIVISION AS SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE VESTING TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, AS APPROVED BY THE MONTEREY COUNTY BOARD OF SUPERVISORS ON JULY 27, 2021; THAT ALL PROVISIONS OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND OF MONTEREY COUNTY CODE, TITLE 19, HAVE BEEN COMPLIED WITH, AND THAT THIS MAP IS TECHNICALLY CORRECT.

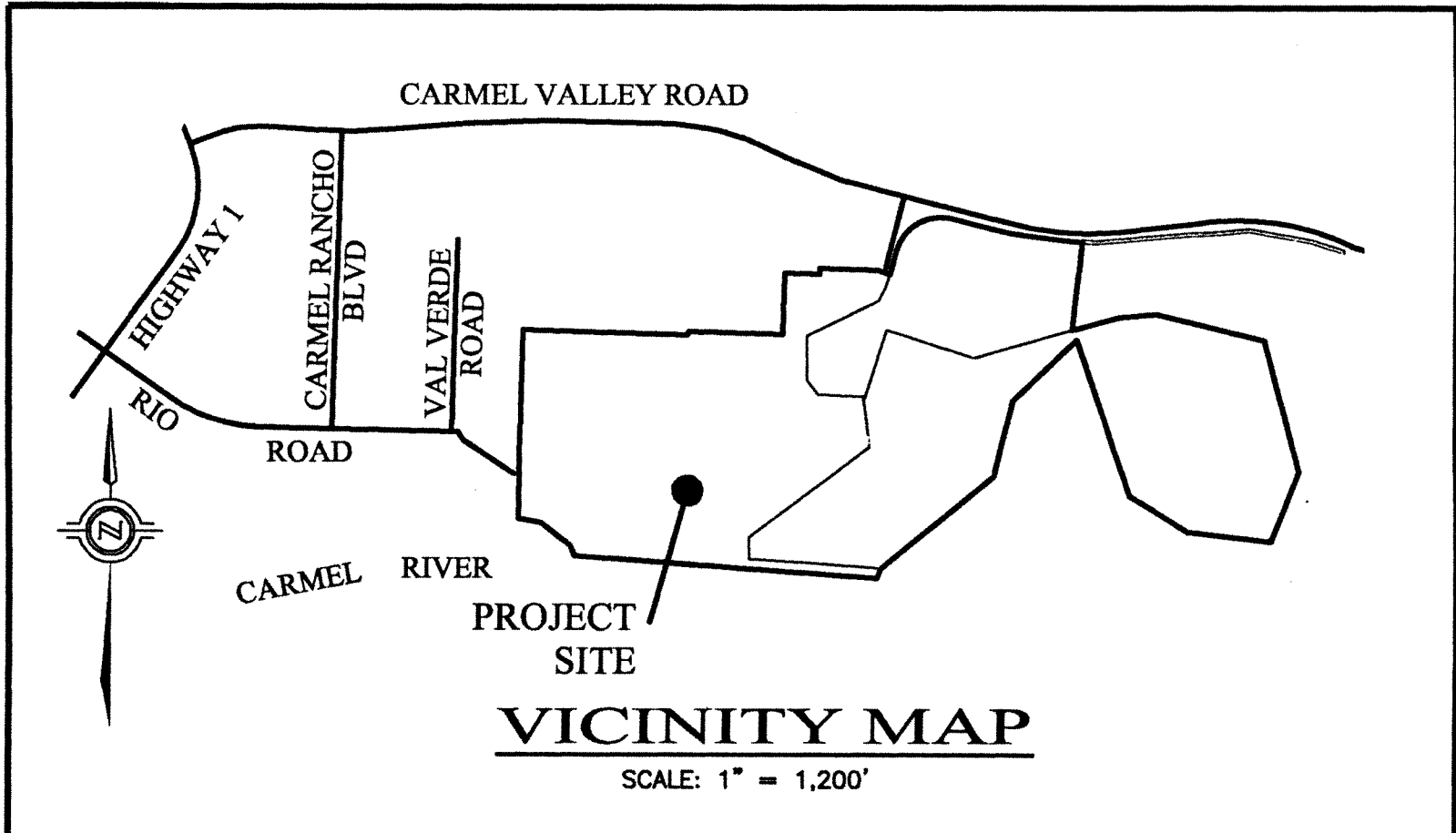
MICHAEL K. GOETZ
PLS 5667

JULY 27, 2023
DATE



SOILS REPORT STATEMENT

A GEOTECHNICAL REPORT WAS PREPARED FOR THIS SUBDIVISION BY ENGEO INCORPORATED, TITLED "GEOTECHNICAL EXPLORATION, RANCHO CAÑADA VILLAGE", DATED SEPTEMBER 14, 2005 AND AN UPDATED GEOTECHNICAL REPORT WAS PREPARED BY APPLIED WATER RESOURCES DATED OCTOBER 16, 2017. ALL ARE ON FILE AT THE COUNTY OF MONTEREY PLANNING DEPARTMENT.



TRACT NO. 1564
RANCHO CAÑADA VILLAGE
A PRIVATE ROAD SUBDIVISION

CERTAIN REAL PROPERTY SITUATE, LYING AND BEING IN RANCHO CAÑADA DE LA SEGUNDA, IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, BEING A PART OF LOT 12, LOT 13 AND LOT 14 AS SHOWN AND SO DESIGNATED UPON THAT CERTAIN MAP ENTITLED "PARTITION MAP OF HATTON PROPERTY IN RANCHO CAÑADA DE LA SEGUNDA", RECORDED MARCH 17, 1927 IN VOLUME 109, PAGE 1 OFFICIAL RECORDS OF MONTEREY COUNTY AND PARCELS 1 AND 2 AS SHOWN AND SO UPON THAT CERTAIN RECORD OF SURVEY MAP RECORDED JANUARY 21, 2010 IN VOLUME 31 OF SURVEYS AT PAGE 1 OFFICIAL RECORDS OF MONTEREY COUNTY.

APRIL 2023
(WITH FINAL CORRECTIONS)

PREPARED BY:
L&S ENGINEERING AND SURVEYING, INC.
2460 Garden Road, Suite G, Monterey California 93940
P: 831.655.2723 F: 831.655.3425
LandSengineers.com

PREPARED FOR:
RANCHO CAÑADA VENTURE, LLC
POST OFFICE BOX 450
CARMEL, CALIFORNIA 93921

PLN 040061 CONDITION OF APPROVAL NOTES:

CONDITION #7 PD015—NOTE ON MAP—STUDIES.
THE FOLLOWING REPORTS HAVE BEEN PREPARED FOR THE RANCHO CAÑADA VILLAGE PROJECT:
– GEOTECHNICAL REPORTS: ENGED 2005, APPLIED WATER RESOURCES 2017
– HYDRO—GEOLOGICAL REPORTS: BALANCE HYDROLOGICS 2005
– DRAINAGE REPORTS: L&S ENGINEERING 2014, BALANCE HYDROLOGICS 2017
– TRAFFIC REPORTS: HEXAGON TRANSPORTATION CONSULTANTS 2007, CENTRAL COAST TRANSPORTATION CONSULTANTS 2014, 2015
– ARCHAEOLOGICAL REPORTS: ARCHAEOLOGICAL CONSULTANTS 2003, 2005
– NOISE IMPACT ANALYSIS: EDWARD L. PACK ASSOCIATES 2014
– BIOLOGICAL RESOURCES REPORTS: RANA CREEK HABITAT RESTORATION 2004, ZANDER ASSOCIATES 2005, 2006
– RESTORATION PLAN: ZANDER ASSOCIATES 2018

THESE REPORTS ARE ON FILE IN MONTEREY COUNTY HCD – PLANNING. RECOMMENDATIONS CONTAINED IN SAID REPORTS SHALL BE FOLLOWED IN FURTHER DEVELOPMENT OF THIS PROPERTY.


CONDITION #9 PD036—UTILITIES—SUBDIVISION.
"UNDERGROUND UTILITIES ARE REQUIRED IN THIS SUBDIVISION IN ACCORDANCE WITH CHAPTER 19.10.095, TITLE 19 OF THE MONTEREY COUNTY CODE." SUCH FACILITIES SHALL BE INSTALLED OR BONDED THROUGH A SUBDIVISION IMPROVEMENT AGREEMENT PRIOR TO FILING THE FINAL MAP.

CONDITION #57 MITIGATION MEASURE AES—1:
IMPLEMENT MEASURES TO REDUCE LIGHT AND GLARE, AND VISUAL INTRUSION TO SURROUNDING LAND USES AND OTHER PUBLIC VIEWPOINTS.
THE PROJECT APPLICANT SHALL IMPLEMENT THE FOLLOWING MEASURES DURING THE CONSTRUCTION OF THE PROJECT TO REDUCE VISUAL INTRUSION FOR EXISTING RESIDENCES AND OTHER PUBLIC VIEWPOINTS:
– RETAIN MATURE TREES AND EXISTING WOODY VEGETATION TO THE MAXIMUM EXTENT FEASIBLE;
– USE NON—REFLECTIVE BUILDING MATERIALS TO MINIMIZE GLARE AND OBTRUSIVENESS;
– PROVIDE A VEGETATIVE BUFFER AROUND THE PERIPHERY OF THE PROJECT SITE TO PROVIDE SCREENING FROM ADJACENT RESIDENTS.
VEGETATION SHOULD BE CHOSEN AND PLANTED TO BE COMPATIBLE WITH PATTERNS OF EXISTING VEGETATION. VEGETATION SHALL BE PLANTED CONCURRENT WITH RESIDENTIAL DEVELOPMENT. THE APPLICANT SHALL PREPARE A LANDSCAPING PLAN WHICH WILL BE REVIEWED AND APPROVED BY MONTEREY COUNTY PRIOR TO THE ISSUANCE OF ANY BUILDING PERMITS THAT PROVIDES VEGETATIVE BUFFERS IN THE LOCATIONS NOTED BELOW. IN EACH CASE, THE BUFFER AREA WILL BE PLANTED IN NATIVE TREE/SHRUB/SCRUB COVER WITH LOCALLY DERIVED STOCK. THE PURPOSE OF THIS BUFFER IS TO OBSCURE THE RESIDENTIAL BUILDINGS TO THE MAXIMUM EXTENT FEASIBLE WITHOUT ADDING ANY ADDITIONAL HEIGHT OBSTRUCTIONS. BUFFERS WILL BE PROVIDED IN THE FOLLOWING AREAS:
– THE WESTERN EDGE OF THE PROJECT NORTH OF RIO ROAD WILL HAVE A PLANTED BUFFER TO SHIELD VIEWS OF THE NEW RESIDENCES FROM VAL VERDE DRIVE AND RESIDENCES.
– THE NORTHERN EDGE OF THE RIO ROAD EXTENSION TO THE WEST WILL HAVE A PLANTED BUFFER TO SHIELD VIEWS OF THE NEW RESIDENCES FROM ROAD USERS AND THE RIVERWOOD COMPLEX.
– WHERE NOT ALREADY PLANTED IN A SUFFICIENTLY DENSE VEGETATED COVER TO SHIELD VIEWS, THE PROJECT BOUNDARY WITH CARMEL MIDDLE SCHOOL WILL HAVE A PLANTED BUFFER TO SHIELD VIEWS FROM THE SCHOOL AND THE PUBLIC USERS OF THE SCHOOL.
– THE HOMEOWNER’S ASSOCIATION (HOA) OR OTHER ENTITY RESPONSIBLE FOR COMMON LANDSCAPING AREAS OUTSIDE OF RESIDENTIAL UNITS SHALL ENSURE THAT ALL REQUIRED PLANTING SHALL BE PERMANENTLY MAINTAINED IN GOOD GROWING CONDITION AND, WHENEVER NECESSARY, REPLACED WITH NEW PLANT MATERIALS TO ENSURE CONTINUED COMPLIANCE WITH APPLICABLE LANDSCAPING REQUIREMENTS.

CONDITION #58 AIR—1: PROHIBIT WOOD—BURNING FIREPLACES:
TO REDUCE OPERATIONAL ROG, CO, AND PM10 EMISSIONS, THE PROJECT APPLICANT WILL ENSURE THAT NO WOOD—BURNING FIREPLACES WILL BE PERMITTED IN ANY PROPOSED RESIDENTIAL UNITS.

TRACT NO. 1564
RANCHO CAÑADA VILLAGE
A PRIVATE ROAD SUBDIVISION
OF
CERTAIN REAL PROPERTY SITUATE, LYING AND BEING IN RANCHO CAÑADA DE LA SEGUNDA, IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, BEING A PART OF LOT 12, LOT 13 AND LOT 14 AS SHOWN AND SO DESIGNATED UPON THAT CERTAIN MAP ENTITLED "PARTITION MAP OF HATTON PROPERTY IN RANCHO CAÑADA DE LA SEGUNDA", RECORDED MARCH 17, 1927 IN VOLUME 109, PAGE 1 OFFICIAL RECORDS OF MONTEREY COUNTY AND PARCELS 1 AND 2 AS SHOWN AND SO UPON THAT CERTAIN RECORD OF SURVEY MAP RECORDED JANUARY 21, 2010 IN VOLUME 31 OF SURVEYS AT PAGE 1 OFFICIAL RECORDS OF MONTEREY COUNTY.

APRIL 2023
(WITH FINAL CORRECTIONS)

PREPARED BY:

2460 Garden Road, Suite G, Monterey California 93940
P: 831.655.2723 F: 831.655.3425
LandSengineers.com

PREPARED FOR:
RANCHO CANADA VENTURE, LLC
POST OFFICE BOX 450
CARMEL, CALIFORNIA 93921

SHEET 3 OF 18

Vol 24 C&T ps 87

PLN 040061 CONDITION OF APPROVAL NOTES:
CONTINUED

CONDITION #61 BIO-4: CONDUCT MANDATORY CONTRACTOR/WORKER AWARENESS TRAINING FOR CONSTRUCTION PERSONNEL.

BEFORE ANY WORK OCCURS IN THE PROJECT AREA, A QUALIFIED BIOLOGIST WILL CONDUCT MANDATORY CONTRACTOR/WORKER AWARENESS TRAINING FOR CONSTRUCTION PERSONNEL. THE AWARENESS TRAINING WILL BE PROVIDED TO ALL CONSTRUCTION PERSONNEL TO BRIEF THEM ON THE NEED TO MINIMIZE IMPACTS ON RIPARIAN WOODLAND (SEE MITIGATION MEASURE BIO-3). IF NEW CONSTRUCTION PERSONNEL ARE ADDED TO THE PROJECT, THE CONTRACTOR WILL ENSURE THAT THE PERSONNEL RECEIVE THE MANDATORY TRAINING BEFORE STARTING WORK. THE APPLICANT/OWNER WILL BE RESPONSIBLE FOR IMPLEMENTING THIS MEASURE. DOCUMENTATION OF THIS MEASURE, SUCH AS A TRAINING ATTENDANCE SHEET SIGNED BY CONSTRUCTION PERSONNEL, WILL BE KEPT ON FILE BY THE APPLICANT TO DEMONSTRATE TO THE COUNTY THAT THE MEASURE HAS BEEN IMPLEMENTED. THIS MEASURE IS NOT REQUIRED FOR CONSTRUCTION ON INDIVIDUAL RESIDENTIAL LOTS AFTER VEGETATION CLEARANCE AND INITIAL GRADING.

CONDITION #62 BIO-1: PROVIDE FUNDING ASSURANCES AND REPORTING CONCERNING RESTORATION PROGRESS AND SUCCESS.

THE APPLICANT OR SUCCESSOR(S) IN INTEREST WILL FULLY IMPLEMENT THE PROPOSED 2018 RESTORATION PLAN (UPON APPROVAL OF THE PROJECT) OR NEWLY DEVELOPED AND APPROVED RESTORATION PLAN (AS MODIFIED BY MITIGATION REQUIREMENTS IN THIS DOCUMENT), PROVIDE FUNDING ASSURANCES TO THE COUNTY TO GUARANTEE THE COMPLETION OF THE PROPOSED RESTORATION PRIOR TO ISSUANCE OF THE FIRST BUILDING PERMIT FOR THE SITE (TO ENSURE COMPLETION OF THE RESTORATION REGARDLESS OF THE COMPLETION OF THE RESIDENTIAL DEVELOPMENT), PROVIDE ANNUAL MONITORING OF RESTORATION PROGRESS TO THE COUNTY UNTIL THE 10-YEAR SUCCESS CRITERIA ARE MET, PROVIDE CONTINGENCY FUNDING GUARANTEES TO IMPLEMENT CONTINGENCY PLANS IN THE EVENT THE 2018 RESTORATION PLAN IS NOT EFFECTIVE.

CONDITION #63 BIO-2: RESTORE RIPARIAN FOREST/WOODLAND CONCURRENT WITH IMPACT TO COMPENSATE FOR THE PERMANENT LOSS OF RIPARIAN FOREST HABITAT.

THE APPLICANT OR SUCCESSOR IN INTEREST WILL COMPENSATE FOR THE PERMANENT LOSS OF APPROXIMATELY 0.06 ACRE OF RIPARIAN FOREST/WOODLAND HABITAT ASSOCIATED WITH THE RIO ROAD EAST AND WEST EXTENSIONS THROUGH ONSITE RESTORATION/CREATION OF FORESTED RIPARIAN HABITAT IN ACCORDANCE WITH THE PROPOSED 2018 RESTORATION PLAN OR NEWLY DEVELOPED AND APPROVED RESTORATION PLAN FOR THE PROJECT. THE RESTORATION WILL BE DONE ON A MINIMUM 3:1 RATIO (FOR A TOTAL OF 0.18 ACRE OF RESTORATION) SO AS TO COMPENSATE FOR THE TEMPORARY REDUCTION IN HABITAT WHILE THE RESTORED HABITAT VEGETATION GROWS TO MATURITY. HABITAT RESTORATION WILL BE CONSISTENT WITH THE PROPOSED 2018 RESTORATION PLAN OR NEWLY DEVELOPED AND APPROVED RESTORATION PLAN. REPLACEMENT OF RIPARIAN TREES (I.E., WILLOWS, COTTONWOODS, AND WESTERN SYCAMORES) WILL BE DONE CONCURRENT WITH ANY REMOVALS AND WILL BE DONE AT A RATIO GREATER THAN 1:1 (AS SHOWN IN TABLE 2, ZANDER 2018) SO AS TO COMPENSATE FOR THE TEMPORARY REDUCTION IN HABITAT VALUE WHILE THE REPLANTED TREES MATURE. IN ADDITION, GIVEN THE DIFFICULTY TO REPLICATE MATURE COTTONWOODS IN A FLOODPLAIN, A MINIMUM OF 25% OF THE EXISTING MATURE COTTONWOODS TO BE REMOVED WILL BE MOVED AND TRANSPLANTED IN THE RESTORATION AREA TO PROVIDE FOR MATURE VEGETATION COVER IN THE RESTORATION AREA IN THE INTERIM PERIOD BETWEEN PROJECT IMPACT AND FULL IMPLEMENTATION OF THE 2018 RESTORATION PLAN OR NEWLY DEVELOPED AND APPROVED RESTORATION PLAN.

CONDITION #64 BIO-3: MINIMIZE DISTURBANCE OF RIPARIAN FOREST AND WOODLAND.

RIPARIAN FOREST AND WOODLAND OUTSIDE OF THE CONSTRUCTION FOOTPRINT WILL BE PROTECTED FROM DISTURBANCE. PRIOR TO CONSTRUCTION, THE APPLICANT OR SUCCESSOR IN INTEREST WILL SECURE THE SERVICES OF A QUALIFIED BOTANIST TO ERECT ENVIRONMENTALLY SENSITIVE AREA FENCING (ORANGE CONSTRUCTION BARRIER FENCING) AROUND RIPARIAN FOREST AND WOODLAND AREAS NEAR THE CONSTRUCTION AREA, TO IDENTIFY AND PROTECT THESE SENSITIVE RESOURCES. THE LOCATION OF THE FENCING WILL BE MARKED IN THE FIELD WITH STAKES AND FLAGGING AND SHOWN ON THE CONSTRUCTION DRAWINGS. THE CONSTRUCTION SPECIFICATIONS WILL CONTAIN CLEAR LANGUAGE THAT PROHIBITS CONSTRUCTION-RELATED ACTIVITIES, VEHICLE OPERATION, MATERIAL AND EQUIPMENT STORAGE, AND OTHER SURFACE-DISTURBING ACTIVITIES WITHIN THE FENCED ENVIRONMENTALLY SENSITIVE AREA. THE APPLICANT OR SUCCESSOR(S) IN INTEREST WILL DEMONSTRATE TO THE COUNTY HCD - PLANNING PRIOR TO CONSTRUCTION THAT A QUALIFIED BIOLOGIST HAS IDENTIFIED AND FENCED ENVIRONMENTALLY SENSITIVE AREAS.

CONDITION #66 BIO-5: RESTORE OR CREATE WETLAND AND POND HABITAT TO MITIGATE PERMANENT LOSS OF WATERS OF THE UNITED STATES AND STATE. IN ORDER TO ENSURE THAT IMPLEMENTATION OF THE PROJECT PLAN RESULTS IN NO NET LOSS OF WETLAND HABITAT FUNCTIONS AND VALUES, PRIOR TO CONSTRUCTION THE APPLICANT/OWNER OR SUCCESSOR(S) OF INTEREST WILL COMPENSATE FOR THE LOSS OF POND AND WETLAND HABITAT THROUGH ONSITE AND/OR OFFSITE CREATION OF BOTH POND AND WETLAND HABITAT. A RESTORATION PLAN FOR THE PROJECT WILL BE DEVELOPED UPON PROJECT APPROVAL TO COMPENSATE FOR THE LOSS OF WETLANDS AND WATERS OF THE UNITED STATES AND STATE. THE SIZE AND LOCATION(S) OF THE AREA(S) TO BE RESTORED/CREATED WILL BE BASED ON APPROPRIATE MITIGATION RATIOS DERIVED IN CONSULTATION WITH THE REGULATORY AGENCIES. MITIGATION RATIOS WILL BE AT LEAST 1:1. IF ONSITE POND CREATION ON THE REMNANT GOLF COURSE IS PREFERRED, IT WOULD BE APPROPRIATE BECAUSE THE PROJECT IMPACTS ARE TO GOLF COURSE PONDS WITH A MIX OF ADJACENT GOLF COURSE FAIRWAY AND DISTURBED COYOTE BRUSH SCRUB.

OPTIONS FOR THE RESTORATION LOCATIONS INCLUDE:

- ONSITE HABITAT PRESERVE - THE 2018 RESTORATION PLAN FOR THE PROJECT INCLUDES SUITABLE BREEDING PONDS FOR CRLF AND/OR FYLF WITHIN THE HABITAT PRESERVE. THE 2018 RESTORATION PLAN PROPOSAL FOR PROVISION OF UPLAND HABITAT WOULD PROVIDE SUFFICIENT ADJACENT UPLAND HABITAT TO THE CREATED PONDS THAT CAN BE MANAGED FOR THE BENEFIT OF CRLF AND/OR FYLF.
- ONSITE IN REMNANT GOLF COURSE - CREATE NEW WETLAND AND POND HABITAT ON THE RETAINED PORTIONS OF THE FORMER GOLF COURSE SOUTH OF THE CARMEL RIVER AS COMPENSATION FOR THE PROJECT EFFECT.
- PALO CORONA REGIONAL PARK - THERE ARE SUITABLE LOCATIONS IN THE NEARBY PALO CORONA REGIONAL PARK FOR CREATION OF WETLAND AND POND HABITAT.

BECAUSE THE SITE IS ALREADY CONTROLLED BY THE REGIONAL PARK DISTRICT, THE APPLICANT OR SUCCESSOR(S) IN INTEREST WOULD BE RESPONSIBLE TO CONSTRUCT THE CREATION OF THE WETLAND AND POND HABITAT AND TO FUND THE MANAGEMENT OF THE HABITAT IN PERPETUITY.

IF ONSITE POND CREATION ON THE REMNANT GOLF COURSE IS PREFERRED, IT WOULD BE APPROPRIATE BECAUSE THE PROJECT IMPACTS ARE TO GOLF COURSE PONDS WITH A MIX OF ADJACENT GOLF COURSE FAIRWAY AND DISTURBED COYOTE BRUSH SCRUB.

THE APPLICANT/OWNER OR SUCCESSOR(S) OF INTEREST WILL SUBMIT AND RECEIVE APPROVAL OF A FORMAL PROPOSAL TO THE COUNTY FOR CREATION, MANAGEMENT, AND PRESERVATION OF POND(S) IN COMPLIANCE WITH THIS MEASURE PRIOR TO ISSUANCE OF ANY GRADING AND/OR BUILDING PERMIT FOR THIS PROJECT. THE APPLICANT/OWNER WILL OBTAIN ALL NECESSARY REGULATORY PERMITS AND LANDOWNER APPROVALS TO IMPLEMENT THIS MEASURE PRIOR TO CONSTRUCTION.

CONDITION #67 BIO-6: COMPENSATE FOR REMOVAL OF PROTECTED TREES.

THE APPLICANT OR SUCCESSOR IN INTEREST WILL REPLACE PROTECTED TREES AT A MINIMUM RATIO OF 1:1 IN UPLAND AREAS AND PLANTING WILL BE CONCURRENT WITH TREE REMOVAL. ANY TREES PLANTED AS REMEDIATION FOR FAILED PLANTINGS WILL BE PLANTED AS STIPULATED HERE FOR ORIGINAL PLANTINGS, AND WILL BE MONITORED FOR A PERIOD OF 5 YEARS FOLLOWING INSTALLATION.

CONDITION #68 BIO-7: CONDUCT A FORMAL SITE ASSESSMENT AND CONSULT WITH U.S. FISH AND WILDLIFE TO DETERMINE IF PROTOCOL-LEVEL SURVEYS ARE NECESSARY OR ASSUME CRLF AND/OR FYLF PRESENCE.

PRIOR TO THE BEGINNING OF CONSTRUCTION, THE APPLICANT /OWNER OR SUCCESSOR(S) OF INTEREST WILL RETAIN QUALIFIED BIOLOGISTS TO CONDUCT A FORMAL SITE ASSESSMENT FOR CRLF AND/OR FYLF ACCORDING TO FWS' REVISED GUIDANCE ON SITE ASSESSMENTS AND FIELD SURVEYS FOR THE CALIFORNIA RED-LEGGED FROG (AUGUST 2005) AND/OR DFW'S A STANDARDIZED PROTOCOL FOR SURVEYING AQUATIC AMPHIBIANS (MAY 1995). THE SITE ASSESSMENT INCLUDES ASSESSING THE PROJECT AREA AND A 1-MILE AREA AROUND THE PROJECT AREA. THE ASSESSMENT WILL INCLUDE THE ADJACENT CMS POND/WETLAND AND ADJACENT ANNUAL GRASSLAND AREA. THE RESULTS OF THE SITE ASSESSMENT WILL BE SUBMITTED TO THE VENTURA FWS FIELD OFFICE AND/OR THE DFW MONTEREY REGIONAL OFFICE, WHICH WILL DETERMINE IF PROTOCOL -LEVEL SURVEYS ARE NECESSARY. IF THESE SURVEYS ARE DETERMINED TO BE NECESSARY, THEY WILL BE CONDUCTED ACCORDING TO THE GUIDELINES AND A REPORT OF THE SURVEY RESULTS WILL BE SUBMITTED TO FWS AND/OR DFW. BASED ON THE RESULTS OF THE SITE ASSESSMENT AND SURVEYS, FWS AND/OR DFW WOULD PROVIDE GUIDANCE ON HOW THE CRLF AND/OR FYLF SHOULD BE ADDRESSED THROUGH THE FEDERAL ESA SECTION 7 OR SECTION 10 PROCESS. IF CRLF AND/OR FYLF ARE NOT FOUND DURING PROTOCOL-LEVEL SURVEYS AND FWS CONCURS WITH THIS NEGATIVE FINDING FOR BOTH THE PROJECT SITE AND THE ADJACENT CMS HABITAT, NO FURTHER MITIGATION WOULD BE NECESSARY; HOWEVER, IT IS UNCERTAIN IF FWS AND/OR DFW WOULD CONCUR WITH THIS FINDING, GIVEN THAT RED -LEGGED FROGS ARE KNOWN TO OCCUR IN THE CARMEL RIVER AND CRLF ARE ANECDOTALLY REPORTED AT THE CMS HABITAT SITE.

ALTERNATIVELY, IF ACCEPTABLE TO FWS AND/OR DFW, THE APPLICANT OR SUCCESSOR IN INTEREST CAN ASSUME THAT CRLF AND/OR FYLF ARE PRESENT AND NOT DO THE SURVEYS. IF CRLF AND/OR FYLF ARE FOUND, THE FWS AND/OR DFW OTHERWISE DETERMINES THAT THE SITE IS CRLF AND/OR FYLF HABITAT, OR IT IS ASSUMED THAT CRLF AND/OR FYLF ARE PRESENT, MITIGATION MEASURES BIO-8 THROUGH BIO-10 WILL BE IMPLEMENTED.

CONDITION #69 BIO-8: RESTRICT FILLING OF PONDS/WETLANDS AND INITIAL GROUND-DISTURBING ACTIVITIES IN CRLF AND/OR FYLF HABITAT TO THE DRY SEASON (MAY 1 TO OCTOBER 15).

TO MINIMIZE MORTALITY OF CRLF AND/OR FYLF EGGS, LARVAE, AND ADULTS, THE APPLICANT OR SUCCESSOR(S) IN INTEREST WOULD CONDITION ITS CONTRACTOR TO ONLY PERFORM CONSTRUCTION ACTIVITIES THAT WOULD RESULT IN FILL OF PONDS 1, 2, AND 3, AND THE CALIFORNIA BULRUSH WETLAND DURING MAY 1 THROUGH OCTOBER 15. DURING THIS TIME OF YEAR, CRLF AND/OR FYLF WOULD HAVE LEFT THESE AREAS TO AESTIVATE UNDERGROUND AND WOULD NOT BE PRESENT. CRLF AND/OR FYLF MAY STILL BE PRESENT AT PONDS DURING THIS TIME OF YEAR; HOWEVER, THE NUMBER OF INDIVIDUALS IS LIKELY TO BE LOWER THAN EARLIER IN THE SEASON. THEREFORE, PRIOR TO FILLING, PONDS WILL BE SURVEYED FOR CRLF AND/OR FYLF (SEE MITIGATION MEASURE BIO-9). TO MINIMIZE DISTURBANCE OF BREEDING AND DISPERSING CRLF AND/OR FYLF, INITIAL CONSTRUCTION ACTIVITY (INCLUDING GRADING) WITHIN AND CRLF AND/OR FYLF UPLAND HABITAT (AS DEFINED ABOVE) WILL BE CONDUCTED DURING THE DRY SEASON BETWEEN MAY 1 AND OCTOBER 15 OR BEFORE THE ONSET OF THE RAINY SEASON, WHICHEVER OCCURS FIRST. IF CONSTRUCTION ACTIVITIES ARE NECESSARY IN UPLAND HABITAT BETWEEN OCTOBER 16 AND APRIL 30, THE APPLICANT OR SUCCESSOR IN INTEREST WILL NOTIFY THE COUNTY AND CONTACT THE FWS VENTURA FIELD OFFICE AND/OR THE DFW MONTEREY REGIONAL OFFICE FOR APPROVAL TO EXTEND THE WORK PERIOD.

CONDITION #70 BIO-9: CONDUCT A PRECONSTRUCTION SURVEY FOR CRLF AND/OR FYLF.

PRIOR TO CONSTRUCTION ACTIVITIES, THE APPLICANT/OWNER WILL CONDITION ITS CONTRACTOR TO OBTAIN THE SERVICES OF A QUALIFIED FWS-APPROVED BIOLOGIST. THE BIOLOGIST WILL CONDUCT A PRECONSTRUCTION SURVEY FOR CRLF AND/OR FYLF 2 WEEKS PRIOR TO THE ONSET OF WORK. THE NAME AND CREDENTIALS OF THE BIOLOGIST WILL BE SUBMITTED TO FWS AND/OR DFW FOR APPROVAL AT LEAST 15 DAYS PRIOR TO THE COMMENCEMENT OF WORK. THE SURVEY WILL INCLUDE ALL SUITABLE BREEDING, FORAGING, COVER, AND AESTIVATION HABITAT IN THE CONSTRUCTION AREA. AESTIVATION AREAS ADJACENT TO THE WORK AREA WILL BE FENCED AND AVOIDED. IF POTENTIAL AESTIVATION BURROWS CANNOT BE AVOIDED, THEY WILL BE EXCAVATED BY HAND PRIOR TO CONSTRUCTION AND THE APPROVED BIOLOGIST WILL MOVE INDIVIDUALS TO NATURAL BURROW SITES WITHIN 0.25 MILE OF THE CONSTRUCTION SITE IN ACCORDANCE WITH A BIOLOGICAL OPINION OR HABITAT CONSERVATION PLAN FROM FWS AND/OR DFW THAT HAS BEEN OBTAINED FOR THE PROJECT. IF A CRLF AND/OR FYLF IS FOUND WITHIN AQUATIC HABITAT, THE BIOLOGIST WILL CONTACT FWS AND/OR DFW TO DETERMINE IF RELOCATION OF ANY LIFE STAGES IS APPROPRIATE. THE BIOLOGIST WILL DOCUMENT THE RESULTS OF THE SURVEY ON CONSTRUCTION SURVEY LOG SHEETS, WHICH WILL BE KEPT ON FILE AT THE COUNTY.

CONDITION #71 BIO-10: MONITOR INITIAL GROUND-DISTURBING CONSTRUCTION ACTIVITIES WITHIN CRLF AND/OR FYLF HABITAT.

THE APPLICANT OR SUCCESSOR(S) IN INTEREST WILL CONDITION ITS CONTRACTOR TO RETAIN THE SERVICES OF A QUALIFIED FWS-APPROVED BIOLOGIST TO MONITOR INITIAL GROUND-DISTURBING CONSTRUCTION ACTIVITIES WITHIN CRLF AND/OR FYLF UPLAND HABITAT. THE BIOLOGIST WILL LOOK FOR CRLF AND/OR FYLF DURING GRADING, EXCAVATION, AND VEGETATION REMOVAL ACTIVITIES. IF A CRLF AND/OR FYLF IS DISCOVERED, CONSTRUCTION ACTIVITIES WILL CEASE UNTIL THE FROG HAS BEEN REMOVED FROM THE CONSTRUCTION AREA AND RELEASED NEAR AQUATIC HABITAT WITHIN 0.25 MILE FROM THE CONSTRUCTION AREA. ANY RELOCATION OF THIS SPECIES WOULD REQUIRE INCIDENTAL TAKE AUTHORIZATION THROUGH A BIOLOGICAL OPINION OR HABITAT CONSERVATION PLAN FROM THE FWS AND/OR DFW.

TRACT NO. 1564
RANCHO CAÑADA VILLAGE
A PRIVATE ROAD SUBDIVISION
OF

CERTAIN REAL PROPERTY SITUATE, LYING AND BEING IN RANCHO CAÑADA DE LA SEGUNDA, IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, BEING A PART OF LOT 12, LOT 13 AND LOT 14 AS SHOWN AND SO DESIGNATED UPON THAT CERTAIN MAP ENTITLED "PARTITION MAP OF HATTON PROPERTY IN RANCHO CAÑADA DE LA SEGUNDA", RECORDED MARCH 17, 1927 IN VOLUME 109, PAGE 1 OFFICIAL RECORDS OF MONTEREY COUNTY AND PARCELS 1 AND 2 AS SHOWN AND SO UPON THAT CERTAIN RECORD OF SURVEY MAP RECORDED JANUARY 21, 2010 IN VOLUME 31 OF SURVEYS AT PAGE 1 OFFICIAL RECORDS OF MONTEREY COUNTY.

APRIL 2023
(WITH FINAL CORRECTIONS)

PREPARED BY:



2460 Garden Road, Suite G, Monterey California 93940
P: 831.655.2723 F: 831.655.3425
LandEngineers.com

PREPARED FOR:

**RANCHO CANADA
VENTURE, LLC**

POST OFFICE BOX 450
CARMEL, CALIFORNIA 93921

SHEET 4 OF 18

Vol 241 CBT ps 87

PLN 040061 CONDITION OF APPROVAL NOTES:
CONTINUED

CONDITION #72 BIO-11: COMPENSATE FOR THE REMOVAL AND DISTURBANCE OF CRLF AND/OR FYLF BREEDING HABITAT.

THE APPLICANT/OWNER WILL COMPENSATE FOR THE PERMANENT LOSS OF SUITABLE BREEDING HABITAT FOR CRLF AND/OR FYLF BY CREATING OR PRESERVING SUITABLE AQUATIC HABITAT WITHIN A FWS-APPROVED CONSERVATION AREA (AND PRESERVING ADJACENT UPLAND HABITAT). THE LOCATION AND SIZE OF THE COMPENSATION AQUATIC HABITAT AREA WILL BE DETERMINED IN CONSULTATION WITH FWS THROUGH THE ESA SECTION 7 OR SECTION 10 PROCESS, BUT UNDER NO CIRCUMSTANCES SHOULD THE COMPENSATION AREA BE CALCULATED ON LESS THAN A 1:1 RATIO (1 ACRE FOR EACH 1 ACRE LOST) AND POTENTIALLY MORE IF A GREATER RATIO IS DETERMINED BY THE FWS AND/OR DFW. THE ACTUAL COMPENSATION RATIO WILL BE DETERMINED IN CONSULTATION WITH FWS AND/OR DFW. THE CONSERVATION AREA WILL BE PERMANENTLY RESTRICTED FROM DEVELOPMENT AND WILL BE MANAGED FOR THE BENEFIT OF CRLF AND/OR FYLF WITH FUNDING FOR THE MANAGEMENT GUARANTEED IN PERPETUITY. A MANAGEMENT PLAN FOR THE CONSERVATION AREA WILL BE DEVELOPED BY THE APPLICANT OR SUCCESSOR IN INTEREST AND APPROVED BY FWS AND/OR DFW AND THE COUNTY PRIOR TO CONSTRUCTION.

OPTIONS FOR THE RESTORATION OF SUITABLE AQUATIC HABITAT INCLUDE:

-- ONSITE HABITAT PRESERVE -- THE 2018 RESTORATION PLAN FOR THE PROJECT INCLUDES SUITABLE BREEDING PONDS FOR CRLF AND/OR FYLF WITHIN THE HABITAT PRESERVE. THE 2018 RESTORATION PLAN PROPOSAL FOR PROVISION OF UPLAND HABITAT WOULD PROVIDE SUFFICIENT ADJACENT UPLAND HABITAT TO THE CREATED PONDS THAT CAN BE MANAGED FOR THE BENEFIT OF THE CRLF AND/OR FYLF.

-- ONSITE IN REMNANT GOLF COURSE -- GIVEN THAT THE PROJECT'S EFFECTS ARE ON A BULRUSH WETLAND WITH A MIX OF ADJACENT GOLF COURSE FAIRWAY AND DISTURBED COYOTE BRUSH SCRUB AND INDIRECT EFFECTS DUE TO BLOCKING ACCESS TO A POND ON THE ADJACENT SCHOOL PROPERTY, IT WOULD BE APPROPRIATE TO CREATE A NEW POND OR PONDS WITHIN THE PROPOSED RESTORATION AREAS OR RETAINED OPEN SPACE AREA AS COMPENSATION FOR PROJECT EFFECTS. THE AREA SOUTH OF THE RIVER IS DIRECTLY ADJACENT TO THE PALO CORONA REGIONAL PARK AND THUS NEW PONDS WOULD HAVE GOOD CONNECTIVITY TO THE RIVER AND TO ADJACENT UNDEVELOPED UPLAND HABITAT. IN THIS SCENARIO, THE APPLICANT OR SUCCESSOR IN INTEREST WOULD BE RESPONSIBLE TO CREATE, MANAGE, AND PRESERVE THE NEW POND OR PONDS ONLY. THE LOCATION OF THE PONDS RELATIVE TO THE ADJACENT UPLAND HABITAT WOULD NEED TO BE APPROVED BY FWS AND/OR DFW.

-- PALO CORONA REGIONAL PARK -- THERE ARE SUITABLE LOCATIONS IN THE NEARBY PALO CORONA REGIONAL PARK FOR CREATION OF AQUATIC HABITAT WITH ADJACENT SUITABLE UPLAND HABITAT. BECAUSE THE SITE IS ALREADY CONTROLLED BY THE REGIONAL PARK DISTRICT, THE APPLICANT OR SUCCESSOR IN INTEREST WOULD BE RESPONSIBLE TO CONSTRUCT THE NEW POND OR PONDS AND TO FUND THE MANAGEMENT OF THE PONDS IN PERPETUITY, BUT NOT THE MANAGEMENT OF ADJACENT UPLAND HABITAT.

GIVEN THE TIMING CONCERNS NOTED ABOVE, THE APPLICANT OR SUCCESSOR IN INTEREST WILL BE REQUIRED TO CREATE THE NEW AQUATIC HABITAT CONCURRENTLY WITH ANY DISTURBANCE TO EXISTING AQUATIC HABITAT AND WITH ANY INDIRECT EFFECTS TO THE POTENTIAL CRLF AND/OR FYLF AQUATIC HABITAT OFFSITE AT THE CMS POND/WETLAND SITE. THE COMPENSATION POND(S) WILL BE DESIGNED SUCH THAT THEY DO NOT PROVIDE SUITABLE BREEDING HABITAT (I.E. PERENNIAL PONDING) FOR BULLFROGS, EITHER THROUGH DESIGNING THE POND TO BE SEASONAL OR BY INCLUDING A DRAIN IN THE POND DESIGN SO THAT WATER CAN BE DRAINED IN THE LATE SUMMER OR FALL TO LIMIT BULLFROG PRODUCTION.

THE APPLICANT/OWNER WILL SUBMIT TO AND RECEIVE APPROVAL OF A FORMAL PROPOSAL FROM THE COUNTY FOR CREATION, MANAGEMENT, AND PRESERVATION OF POND(S) IN COMPLIANCE WITH THIS MEASURE PRIOR TO ISSUANCE OF ANY BUILDING PERMIT FOR THIS PROJECT. THE PROJECT APPLICANT WILL OBTAIN ALL NECESSARY REGULATORY AND LANDOWNER APPROVALS TO IMPLEMENT THIS MEASURE PRIOR TO CONSTRUCTION.

CONDITION #73 BIO-12: CONDUCT A PRECONSTRUCTION SURVEY FOR SOUTHWESTERN POND TURTLES AND MONITOR CONSTRUCTION ACTIVITIES WITHIN SUITABLE AQUATIC HABITAT.

TO AVOID CONSTRUCTION-RELATED IMPACTS ON SOUTHWESTERN POND TURTLES, THE APPLICANT OR SUCCESSOR IN INTEREST WILL RETAIN A QUALIFIED WILDLIFE BIOLOGIST TO CONDUCT A PRECONSTRUCTION SURVEY FOR SOUTHWESTERN POND TURTLES NO MORE THAN 48 HOURS BEFORE THE START OF CONSTRUCTION WITHIN SUITABLE AQUATIC HABITAT (AS DISCUSSED ABOVE) AND UPLAND HABITAT (ALONG THE CARMEL RIVER AND INTERMITTENT DRAINAGES 1 AND 2). THE WILDLIFE BIOLOGIST WILL LOOK FOR ADULT POND TURTLES, IN ADDITION TO NESTS CONTAINING POND TURTLE HATCHLINGS AND EGGS. IF AN ADULT SOUTHWESTERN POND TURTLE IS LOCATED IN THE CONSTRUCTION AREA, THE BIOLOGIST WILL MOVE THE TURTLE TO A SUITABLE AQUATIC SITE, OUTSIDE THE CONSTRUCTION AREA. IF AN ACTIVE POND TURTLE NEST CONTAINING EITHER POND TURTLE HATCHLINGS OR EGGS IS FOUND, THE APPLICANT OR SUCCESSOR IN INTEREST WILL CONSULT DFW TO DETERMINE AND IMPLEMENT APPROPRIATE AVOIDANCE MEASURES, WHICH MAY INCLUDE A "NO-DISTURBANCE" BUFFER AROUND THE NEST SITE UNTIL THE HATCHLINGS HAVE MOVED TO A NEARBY AQUATIC SITE.

IN ADDITION TO THE PRECONSTRUCTION SURVEY, A QUALIFIED BIOLOGICAL MONITOR WILL BE PRESENT DURING INITIAL CONSTRUCTION ACTIVITIES WITHIN AQUATIC AND UPLAND HABITAT, AS DESCRIBED ABOVE IN MITIGATION MEASURE-BIO-10. IF A SOUTHWESTERN POND TURTLE IS OBSERVED WITHIN THE CONSTRUCTION AREA, THE BIOLOGICAL MONITOR WILL ATTEMPT TO CAPTURE AND MOVE THE TURTLE TO A SUITABLE AQUATIC SITE, OUTSIDE THE CONSTRUCTION AREA.

CONDITION #74 BIO-13: CONDUCT SURVEYS FOR NESTING TRICOLORED BLACKBIRDS.

THE APPLICANT OR SUCCESSOR IN INTEREST WILL RETAIN A QUALIFIED BIOLOGIST TO CONDUCT TWO SURVEYS FOR NESTING TRICOLORED BLACKBIRDS IN THE CALIFORNIA BULRUSH WETLAND DURING THE BREEDING SEASON (LATE MARCH THROUGH JUNE). THE BIOLOGIST WILL SURVEY SUITABLE BREEDING HABITAT WITHIN THE PROJECT AREA. THE FIRST SURVEY WILL BE CONDUCTED DURING THE SPRING PRIOR TO CONSTRUCTION, AND IF, AS DETERMINED BY THE QUALIFIED BIOLOGIST, SUITABLE HABITAT REMAINS ON THE PROJECT SITE, THE SECOND SURVEY MAY BE CONDUCTED WHILE CONSTRUCTION IS IN PROGRESS. IF CONSTRUCTION SPANS MULTIPLE YEARS AND SUITABLE HABITAT REMAINS, THIS SURVEYS ARE REQUIRED ON AN ANNUAL BASIS. IF NO NESTING TRICOLORED BLACKBIRDS ARE FOUND, NO FURTHER ACTION IS NECESSARY. IF TRICOLORED BLACKBIRDS ARE FOUND TO BE NESTING WITHIN THE PROJECT AREA, THE APPLICANT OR SUCCESSOR IN INTEREST WILL CONSULT DFW TO DETERMINE AND IMPLEMENT APPROPRIATE AVOIDANCE MEASURES, WHICH MAY INCLUDE A "NO-DISTURBANCE" BUFFER AROUND THE NEST SITE UNTIL THE BREEDING SEASON HAS CONCLUDED.

CONDITION #75 BIO-14: INCORPORATE TRICCOLORED BLACKBIRD NESTING HABITAT INTO THE NEWLY DEVELOPED PROJECT RESTORATION PLAN.

THE APPLICANT OR SUCCESSOR IN INTEREST WILL INCORPORATE TRICOLORED BLACKBIRD NESTING HABITAT INTO THE NEW RESTORATION PLAN IN COORDINATION WITH DFW IF A TRICOLORED BLACKBIRD NESTING COLONY IS DOCUMENTED (PER MITIGATION MEASURE BIO-13 ABOVE) IN THE CALIFORNIA BULRUSH WETLAND. THIS MITIGATION IS NOT REQUIRED IF THE NESTING HABITAT WOULD NOT BE AFFECTED OR IF ONLY INDIVIDUAL NESTING IS DOCUMENTED IN THE PROJECT AREA.

CONDITION #76 BIO-15: CONDUCT SURVEYS FOR WOODRAT MIDDENS AND RELOCATE WOODRATS AND MIDDENS PRIOR TO CONSTRUCTION ACTIVITY.

THE APPLICANT/OWNER WILL RETAIN A QUALIFIED BIOLOGIST TO CONDUCT A SURVEY FOR WOODRAT MIDDENS IN ALL SUITABLE HABITAT IN THE PROJECT PLAN AREA THAT WILL BE AFFECTED BY CONSTRUCTION. THIS SURVEY WILL BE CONDUCTED IN THE NON-BREEDING SEASON (BETWEEN OCTOBER 1 AND DECEMBER 31) PRIOR TO ANY CLEARING OR GRADING ACTIVITIES IN THE PROJECT AREA. IF NO MIDDENS ARE FOUND WITHIN THIS AREA, NO FURTHER ACTION IS REQUIRED.

ANY ACTIVE MIDDENS THAT WILL NOT BE IN AREAS OF PROJECT-RELATED GRADING OR VEGETATION REMOVAL WILL BE AVOIDED AND PROTECTED WITH A MINIMUM 25-FOOT BUFFER. MIDDENS THAT CANNOT BE AVOIDED WILL BE DISMANTLED AND RELOCATED DURING THE NON-BREEDING SEASON (BETWEEN OCTOBER 1 AND DECEMBER 31) PRIOR TO LAND CLEARING ACTIVITIES TO ALLOW ANIMALS TO ESCAPE HARM AND TO REESTABLISH TERRITORIES FOR THE NEXT BREEDING SEASON. DISMANTLING WILL BE DONE BY HAND, ALLOWING ANY ANIMALS TO ESCAPE EITHER ALONG EXISTING WOODRAT TRAILS OR TOWARD OTHER AVAILABLE HABITAT. IF A LITTER OF YOUNG IS FOUND OR SUSPECTED, NEST MATERIAL SHOULD BE REPLACED, AND THE NEST LEFT ALONE FOR 2 TO 3 WEEKS BEFORE A RECHECK TO VERIFY THAT YOUNG ARE CAPABLE OF INDEPENDENT SURVIVAL BEFORE PROCEEDING WITH NEST DISMANTLING. THE BIOLOGISTS WILL ATTEMPT TO RELOCATE ANY REMOVED MIDDENS TO THE SAME AREA WHERE WOODRATS ARE RELEASED.

CONDITION #77 BIO-16: REMOVE VEGETATION DURING THE NONBREEDING SEASON AND AVOID DISTURBANCE OF NESTING MIGRATORY BIRDS AND RAPTORS.

DURING CONSTRUCTION, THE APPLICANT/OWNER WILL CONDITION ITS CONTRACTOR TO ENSURE THAT CONSTRUCTION CONTRACTORS REMOVE TREES AND SHRUBS ONLY DURING THE NONBREEDING SEASON FOR MIGRATORY BIRDS (SEPTEMBER 16 THROUGH JANUARY 30). IN ADDITION, REMOVAL OF VEGETATION OR FILLING OF PONDS OR WETLANDS IN THE PROJECT AREA WILL ALSO TAKE PLACE DURING THE NONBREEDING SEASON TO AVOID IMPACTS ON NESTING BIRDS IN THESE AREAS. TO FURTHER MINIMIZE IMPACTS, ONE OF THE FOLLOWING OPTIONS WILL BE IMPLEMENTED.

-- IF CONSTRUCTION ACTIVITIES ARE SCHEDULED TO OCCUR DURING THE BREEDING SEASON (FEBRUARY 1 THROUGH SEPTEMBER 15), A QUALIFIED WILDLIFE BIOLOGIST WILL BE RETAINED BY THE PROJECT APPLICANT TO CONDUCT FOCUSED NESTING SURVEYS IN AND ADJACENT TO THE PROJECT AREA. THE SURVEYS WILL BE CONDUCTED WITHIN 1 WEEK PRIOR TO INITIATION OF CONSTRUCTION ACTIVITIES AND AT ANY TIME BETWEEN FEBRUARY 1 AND SEPTEMBER 15. THE AREA SURVEYED SHALL INCLUDE ALL CONSTRUCTION AREAS AS WELL AS AREAS WITHIN 300 FEET OUTSIDE THE BOUNDARIES OF THE AREAS TO BE CLEARED OR AS OTHERWISE DETERMINED BY THE BIOLOGIST. IF THE PROJECT IS CONSTRUCTED IN PHASES, A NEST SURVEY SHALL BE REQUIRED PRIOR TO IMPLEMENTATION OF EACH PHASE AND WHEN CONSTRUCTION STOPS AT A PORTION OF THE SITE WHERE SUITABLE NESTING HABITAT REMAINS FOR MORE THAN 15 DAYS. ADDITIONALLY, IF CONSTRUCTION SPANS MULTIPLE YEARS, AT LEAST ONE NEST SURVEY SHALL BE CONDUCTED AT THE BEGINNING OF EACH YEAR OF PROJECT IMPLEMENTATION BETWEEN FEBRUARY AND MAY.

-- IF NO ACTIVE NESTS ARE DETECTED DURING SURVEYS, THEN NO ADDITIONAL MITIGATION IS REQUIRED. IF SURVEYS INDICATE THAT MIGRATORY BIRD OR RAPTOR NESTS ARE FOUND IN ANY AREAS THAT WOULD BE DIRECTLY AFFECTED BY CONSTRUCTION ACTIVITIES, A NO-DISTURBANCE BUFFER WILL BE ESTABLISHED AROUND THE SITE TO AVOID DISTURBANCE OF THE NEST SITE UNTIL AFTER THE BREEDING SEASON OR AFTER A WILDLIFE BIOLOGIST DETERMINES THAT THE YOUNG HAVE FLEDGED (USUALLY LATE-JUNE TO MID-JULY). THE EXTENT OF THESE BUFFERS WILL BE DETERMINED BY A WILDLIFE BIOLOGIST AND WILL DEPEND ON THE LEVEL OF NOISE OR CONSTRUCTION DISTURBANCE, LINE OF SITE BETWEEN THE NEST AND THE DISTURBANCE, AMBIENT LEVELS OF NOISE AND OTHER DISTURBANCES, AND OTHER TOPOGRAPHICAL OR ARTIFICIAL BARRIERS. THESE FACTORS WILL BE ANALYZED IN ORDER TO MAKE AN APPROPRIATE DECISION ON BUFFER DISTANCES. THE BUFFERS WILL BE MAINTAINED UNTIL THE BREEDING SEASON HAS ENDED OR UNTIL A QUALIFIED BIOLOGIST DETERMINES THAT THE BIRDS HAVE FLEDGED AND ARE NO LONGER RELIANT UPON THE NEST OR PARENTAL CARE FOR SURVIVAL.

-- IF CONSTRUCTION ACTIVITIES BEGIN PRIOR TO THE BREEDING SEASON (I.E., IF CONSTRUCTION ACTIVITY BEGINS BETWEEN SEPTEMBER 16 AND JANUARY 30), THEN CONSTRUCTION CAN PROCEED UNTIL IT IS DETERMINED THAT AN ACTIVE MIGRATORY BIRD OR RAPTOR NEST IS SUBJECT TO ABANDONMENT AS A RESULT OF CONSTRUCTION ACTIVITIES. CONSTRUCTION ACTIVITIES MUST BE IN FULL FORCE, INCLUDING AT A MINIMUM, GRADING OF THE SITE AND DEVELOPMENT OF

INFRASTRUCTURE, IN ORDER FOR CONSTRUCTION TO CONTINUE (A MINOR ACTIVITY THAT INITIATES CONSTRUCTION BUT DOES NOT INVOLVE THE FULL FORCE OF CONSTRUCTION ACTIVITIES WILL NOT QUALIFY AS "PRE-EXISTING CONSTRUCTION"). IF ANY BIRDS OR RAPTORS NEST IN THE VICINITY (300 FEET FOR RAPTORS AND 50 FEET FOR PASSERINES) OF THE PROJECT UNDER THIS PRE-EXISTING CONSTRUCTION CONDITION, THEN IT IS ASSUMED THAT THEY ARE OR WILL HABITUATE TO THE CONSTRUCTION ACTIVITIES. UNDER THIS SCENARIO, A NESTING BIRD SURVEY WILL STILL BE CONDUCTED ON OR AFTER FEBRUARY 1 TO IDENTIFY ANY ACTIVE NESTS IN THE VICINITY, AND ACTIVE SITES WILL BE MONITORED BY A WILDLIFE BIOLOGIST PERIODICALLY UNTIL AFTER THE BREEDING SEASON OR AFTER THE YOUNG HAVE FLEDGED (USUALLY LATE-JUNE TO MID-JULY).

CONDITION #78 BIO-17: CONDUCT A SURVEY FOR SUITABLE ROOSTING HABITAT AND EVIDENCE OF ROOSTING BATS AND AVOID DISTURBING THEM.

DURING APRIL TO SEPTEMBER, BEFORE CONSTRUCTION BEGINS, THE PROJECT APPLICANT WILL RETAIN A QUALIFIED BAT BIOLOGIST WHO WILL SURVEY TREES THAT WILL BE REMOVED IN THE PROJECT AREA AND IDENTIFY ANY SNAGS, HOLLOW TREES, OR OTHER TREES WITH CAVITIES THAT MAY PROVIDE SUITABLE ROOSTING HABITAT FOR PALLID BATS AND NON-SPECIAL-STATUS BATS. THIS SURVEY WILL BE CONDUCTED BEFORE ANY TREE REMOVAL OCCURS. IF NO SUITABLE ROOSTING TREES ARE FOUND, REMOVAL OF TREES MAY PROCEED (IN ACCORDANCE WITH MITIGATION MEASURE BIO-6). IF SNAGS, HOLLOW TREES, OR OTHER TREES WITH SUITABLE CAVITIES ARE FOUND, THESE WILL BE EXAMINED FOR ROOSTING BATS. IF BATS ARE NOT FOUND AND THERE IS NO EVIDENCE OF USE BY BATS, REMOVAL OF TREES MAY PROCEED. IF BATS ARE FOUND OR EVIDENCE OF USE BY BATS IS PRESENT, TREES WILL NOT BE REMOVED UNTIL DFW IS CONSULTED FOR GUIDANCE ON MEASURES TO TAKE TO AVOID AND MINIMIZE DISTURBANCE OF THE BATS.

MEASURES MAY INCLUDE EXCLUDING BATS FROM THE TREE PRIOR TO THEIR HIBERNATION PERIOD AND BEFORE CONSTRUCTION BEGINS. BAT BOXES WILL BE INSTALLED WITHIN THE HABITAT PRESERVE TO COMPENSATE FOR THE TEMPORAL LOSS OF ROOSTING HABITAT. BAT BOXES WILL BE INSTALLED PRIOR TO THE REMOVAL OF ANY TREES USED BY BATS ON A MINIMUM 1:1 BASIS (1 BAT BOX FOR EACH IDENTIFIED ACTIVE BAT LOCATION).

CONDITION #79 BIO-18: RESCUE STEELHEAD, IF STRANDED IN SITE BASIN DURING HIGH-FLOW EVENTS.

THE APPLICANT/OWNER WILL APPLY TO THE NOAA FISHERIES AND TO THE DFW FOR PERMISSION TO RESCUE STEELHEAD IF THEY BECOME TRAPPED IN THE NEW SITE BASIN. THE PROJECT APPLICANT WILL BE RESPONSIBLE FOR ARRANGING THE INSPECTION OF THE BASIN AFTER ANY STORM EVENT THAT RESULTS IN TEMPORARY FILLING FROM THE CARMEL RIVER. STEELHEAD WILL BE RESCUED FROM THE BASIN AND EITHER RETURNED TO THE CARMEL RIVER IMMEDIATELY AND/OR BE HELD AT AN APPROPRIATE FACILITY UNTIL IT IS SAFE TO RETURN THEM TO THE RIVER. THE PROJECT APPLICANT MAY CHOOSE TO EFFECT THIS MITIGATION THROUGH ARRANGEMENT WITH ORGANIZATIONS THAT ARE ALREADY INVOLVED WITH FISH RESCUE ON THE CARMEL RIVER SUCH AS CARMEL RIVER STEELHEAD ASSOCIATION.

THE APPLICANT/OWNER WILL OBTAIN ALL NECESSARY APPROVALS AND MAKE ALL IMPLEMENTATION ARRANGEMENTS FOR STEELHEAD RESCUE PRIOR TO THE CONSTRUCTION OF THE NEW SITE BASIN AND WILL PROVIDE PROOF OF SUCH PERMITS AND/OR ARRANGEMENTS TO THE COUNTY.


CONDITION #80 BIO-19: INSTALL SIGNS ALONG AND WITHIN THE HABITAT PRESERVE ABOUT RESTRAINING DOGS AND ENCOURAGING CATS TO BE KEPT INSIDE.

THE HOMEOWNERS ASSOCIATION (HOA), COMMUNITY SERVICES DISTRICT (CSD), OR OTHER ENTITY THAT IS RESPONSIBLE FOR MAINTENANCE OF THE HABITAT PRESERVE WILL ENSURE THAT SIGNS ARE INSTALLED THROUGHOUT THE HABITAT PRESERVE THAT CONTAIN THE FOLLOWING INFORMATION TO EDUCATE PET OWNERS ABOUT THE POTENTIAL IMPACTS OF DOGS AND CATS ON WILDLIFE.

"PLEASE HELP MINIMIZE THE HARASSMENT, INJURY, OR MORTALITY OF WILDLIFE BY DOGS AND CATS BY FOLLOWING THESE MEASURES:

- DOGS MUST BE ON LEASHES. PLEASE KEEP CONTROL OF YOUR DOG AT ALL TIMES.
- PICK UP AFTER YOUR DOG.

RECOGNIZE THAT KEEPING YOUR CAT INSIDE KEEPS WILDLIFE SAFE FROM CATS AND CATS SAFE FROM WILDLIFE."

<p align="center">TRACT NO. 1564 RANCHO CAÑADA VILLAGE A PRIVATE ROAD SUBDIVISION OF</p> <p>CERTAIN REAL PROPERTY SITUATE, LYING AND BEING IN RANCHO CAÑADA DE LA SEGUNDA, IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, BEING A PART OF LOT 12, LOT 13 AND LOT 14 AS SHOWN AND SO DESIGNATED UPON THAT CERTAIN MAP ENTITLED "PARTITION MAP OF HATTON PROPERTY IN RANCHO CAÑADA DE LA SEGUNDA", RECORDED MARCH 17, 1927 IN VOLUME 109, PAGE 1 OFFICIAL RECORDS OF MONTEREY COUNTY AND PARCELS 1 AND 2 AS SHOWN AND SO UPON THAT CERTAIN RECORD OF SURVEY MAP RECORDED JANUARY 21, 2010 IN VOLUME 31 OF SURVEYS AT PAGE 1 OFFICIAL RECORDS OF MONTEREY COUNTY.</p> <p align="center">APRIL 2023 (WITH FINAL CORRECTIONS)</p>	
<p>PREPARED BY:</p> <p align="center"> L&S ENGINEERING AND SURVEYING, INC</p> <p>2460 Garden Road, Suite G, Monterey California 93940 P: 831.655.2723 F: 831.655.3425 LandEngineers.com</p>	<p>PREPARED FOR:</p> <p align="center">RANCHO CANADA VENTURE, LLC POST OFFICE BOX 450 CARMEL, CALIFORNIA 93921</p>
<p align="center">SHEET 5 OF 18</p>	

PLN 040061 CONDITION OF APPROVAL NOTES:
CONTINUED

CONDITION #81 CR-1: ARCHAEOLOGICAL RESOURCES- STOP WORK IF BURIED CULTURAL DEPOSITS ARE ENCOUNTERED DURING CONSTRUCTION ACTIVITIES.

IF BURIED CULTURAL RESOURCES ARE ENCOUNTERED DURING CONSTRUCTION ACTIVITIES, THE PROJECT APPLICANT OR SUCCESSOR(S) OF INTEREST OR ITS CONTRACTOR WILL STOP WORK. IF CULTURAL RESOURCES SUCH AS CHIPPED STONE OR GROUNDSTONE, HISTORIC DEBRIS, BUILDING FOUNDATIONS, OR HUMAN BONE ARE INADVERTENTLY DISCOVERED DURING GROUND-DISTURBING ACTIVITIES, THE PROJECT APPLICANT OR ITS CONTRACTOR WILL STOP WORK WITHIN A 100-FOOT RADIUS OF THE FIND UNTIL A QUALIFIED ARCHAEOLOGIST CAN ASSESS THE SIGNIFICANCE OF THE FIND AND RECOMMEND ADDITIONAL TREATMENT MEASURES APPROPRIATE TO THE NATURE OF THE FIND. THE PROJECT APPLICANT WILL BE RESPONSIBLE FOR ENSURING THAT TREATMENT MEASURES ARE IMPLEMENTED, IN ACCORDANCE WITH THE ARCHAEOLOGIST’S AND TRIBAL CULTURAL REPRESENTATIVE’S RECOMMENDATIONS.

NOTE: "STOP WORK WITHIN 100 FEET OF UNCOVERED CULTURAL RESOURCE AND CONTACT MONTEREY COUNTY HCD – PLANNING AND A QUALIFIED ARCHAEOLOGIST IMMEDIATELY IF CULTURAL, ARCHAEOLOGICAL, HISTORICAL OR PALEONTOLOGICAL RESOURCES ARE UNCOVERED."

CONDITION #86 GEO-1: DESIGN ALL PROPOSED STRUCTURES IN ACCORDANCE WITH THE REQUIREMENTS OF THE CALIFORNIA BUILDING CODE, CURRENT EDITION, AND RECOMMENDATIONS CONTAINED IN THE SITE SPECIFIC GEOLOGIC AND GEOTECHNICAL REPORTS.

TO MINIMIZE THE POTENTIAL FOR DAMAGE FROM SEISMIC-RELATED GROUND SETTLEMENT, PRIOR TO CONSTRUCTION THE APPLICANT OR SUCCESSOR(S) IN INTEREST WILL ASSURE THAT ALL PROPOSED STRUCTURES ARE DESIGNED IN ACCORDANCE WITH THE CURRENT AND APPROPRIATE CALIFORNIA BUILDING CODE STANDARDS AND WITH RECOMMENDATIONS MADE BY THE GEOTECHNICAL REPORTS PREPARED FOR THE PROJECT (ENGE0 2006). IN ADDITION, THE PROJECT APPLICANT OR SUCCESSOR(S) IN INTEREST WILL IMPLEMENT ANY RECOMMENDATIONS MADE BY THE ENGINEER OF RECORD AND DEMONSTRATE TO THE COUNTY DURING THE FINAL STAGES OF PROJECT DESIGN (PRIOR TO ISSUANCE OF BUILDING PERMITS) THAT THE PROJECT IS IN COMPLIANCE WITH ALL THE ABOVE.

CONDITION #101 HYD-5: IMPLEMENT MEASURES TO MAINTAIN SURFACE WATER OR GROUNDWATER QUALITY.

IF AN APPRECIABLE SPILL HAS OCCURRED AND RESULTS DETERMINE THAT PROJECT ACTIVITIES HAVE ADVERSELY AFFECTED SURFACE WATER OR GROUNDWATER QUALITY, THE APPLICANT WILL PROVIDE A DETAILED ANALYSIS PERFORMED BY A REGISTERED ENVIRONMENTAL ASSESSOR TO IDENTIFY THE LIKELY CAUSE OF CONTAMINATION. THIS ANALYSIS WILL CONFORM TO AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) STANDARDS, AND WILL INCLUDE RECOMMENDATIONS FOR REDUCING OR ELIMINATING THE SOURCE OF MECHANISMS OF CONTAMINATION. BASED ON THIS ANALYSIS, THE APPLICANT OR ITS SUCCESSOR IN INTEREST WILL SELECT AND IMPLEMENT MEASURES TO CONTROL CONTAMINATION, WITH A PERFORMANCE STANDARD THAT GROUNDWATER QUALITY MUST BE RETURNED TO BASELINE CONDITIONS. THESE MEASURES WILL BE SUBJECT TO APPROVAL BY THE ENVIRONMENTAL HEALTH BUREAU.

CONDITION #102 HYD-6: PROTECT EASTERN SLOPE OF EXCAVATED BASIN

NO PROTECTION SHOULD BE NEEDED FOR THE DOWNSTREAM PORTIONS OF THE EXCAVATED AREA BECAUSE RAPID MOVEMENT OF WATER OVER A DROP IS NOT EXPECTED TO OCCUR THERE. TO THE EXTENT THAT THE UPSTREAM PORTION OF THE EXCAVATED AREA IS EXPOSED TO HIGHER VELOCITIES, EROSION RISKS SHALL BE MITIGATED BY THE APPLICANT OR SUCCESSOR(S) IN INTEREST THROUGH SLOPE PROTECTION MEASURES THAT COULD INCLUDE ROCK OR TURF-REINFORCED MATS. THE APPLICANT OR SUCCESSOR(S) IN INTEREST RESPONSIBLE FOR INSTALLATION OF THE EXCAVATED BASIN SHALL PROVIDE PLANS TO THE COUNTY HCD – ENVIRONMENTAL SERVICES AND ENGINEERING SERVICES ON BEHALF OF PUBLIC WORKS PRIOR TO ISSUANCE OF GRADING PERMITS SHOWING SLOPE PROTECTION DESIGN FOR THE UPSTREAM PORTION OF THE EXCAVATED AREA.

CONDITION #105 NOI-2: EMPLOY NOISE-REDUCING CONSTRUCTION PRACTICES

DURING CONSTRUCTION, THE APPLICANT/OWNER WILL IMPLEMENT NOISE REDUCING CONSTRUCTION PRACTICES SUCH THAT NOISE FROM CONSTRUCTION IS IN COMPLIANCE WITH THE MONTEREY COUNTY HEALTH AND SAFETY NOISE CONTROL ORDINANCE. THE ORDINANCE LIMITS CONSTRUCTION NOISE TO 85 DBA MEASURED 50 FEET FROM THE NOISE SOURCE WHEN CONSTRUCTION IS LOCATED WITHIN 2,500 FEET OF ANY OCCUPIED DWELLING UNIT. MEASURES THAT WOULD BE IMPLEMENTED TO COMPLY WITH THE REQUIREMENT SHALL INCLUDE THOSE LISTED BELOW.

- PROHIBIT NIGHT-TIME AND WEEKEND CONSTRUCTION AND SCHEDULE ALL CONSTRUCTION FOR DAYTIME HOURS BETWEEN 7:00 A.M. AND 5:00 P.M. MONDAY THROUGH FRIDAY.
- REQUIRE ALL INTERNAL COMBUSTION ENGINES USED AT THE PROJECT SITE TO BE EQUIPPED WITH A TYPE OF MUFFLER RECOMMENDED BY THE VEHICLE MANUFACTURER.

- REQUIRE ALL EQUIPMENT TO BE IN GOOD WORKING CONDITION TO MINIMIZE NOISE CREATED BY FAULTY OR POORLY MAINTAINED ENGINE, DRIVE TRAIN, AND OTHER COMPONENTS.
- RESTRICT OR PROHIBIT CONSTRUCTION TRAFFIC ON RIO ROAD WEST OF THE PROJECT SITE. ALL CONSTRUCTION EQUIPMENT SHOULD ACCESS THE SITE VIA RIO ROAD EAST FROM CARMEL VALLEY ROAD TO MINIMIZE NOISE AT EXISTING RESIDENCES.
- REQUIRE ALL DIESEL EQUIPMENT TO BE LOCATED MORE THAN 200 FEET FROM ANY RESIDENCE IF EQUIPMENT IS TO OPERATE MORE THAN SEVERAL HOURS PER DAY.
- PLACE BERMING OR STOCKPILED MATERIAL BETWEEN EQUIPMENT AND NOISE SENSITIVE LOCATION TO REDUCE CONSTRUCTION NOISE.
- USE SCRAPERS AS MUCH AS POSSIBLE FOR EARTH REMOVAL RATHER THAN NOISIER LOADERS AND HAUL TRUCKS.
- USE A BACKHOE FOR BACKFILLING WHICH IS QUIETER THAN DOZERS OR LOADERS.
- SHIELD OR ENCLOSE POWER SAWS WHERE PRACTICAL TO DECREASE NOISE EMISSIONS. USE NAIL GUNS WHERE POSSIBLE INSTEAD OF MANUAL HAMMERING.

DESIGNATED CONTACT: ALAN WILLIAMS, RANCHO CANADA VENTURE, LLC, (831)625-1066 IN THE EVENT THAT NOISE COMPLAINTS ARE RECEIVED. NOISE MEASURES SHALL BE COMPLIED WITH DURING CONSTRUCTION.

CONDITION #106 PSU-1: DEDICATE WATER RIGHTS FOR THE PROJECT; DESIGN FOR, METER, AND MONITOR WATER TO MEET WATER BUDGETS; IMPLEMENT REMEDIAL ACTION IF WATER BUDGETS EXCEEDED.

THE APPLICANT, THE HOMEOWNER’S ASSOCIATION (HOA), COMMUNITY SERVICES DISTRICT (CSD), INDIVIDUAL PROPERTY OWNERS, AND ANY OTHER PARTIES RESPONSIBLE FOR WATER USE FOR THE PROJECT SHALL IMPLEMENT THE FOLLOWING MEASURES TO ENSURE THAT THE OVERALL PROJECT CONSUMPTIVE USE OF WATER DOES NOT EXCEED THE AMOUNTS ESTIMATED IN THE FEIR:

(1) THE APPLICANT SHALL PERMANENTLY WHEEL AN AVERAGE OF 60 AFY OF THE RIPARIAN WATER RIGHTS ASSOCIATED WITH THE PROJECT SITE THAT RESERVES ITS USE SOLELY FOR THE ON-SITE RESIDENTIAL DEVELOPMENT (INCLUDING THE PARK AND PRESERVE). THIS SHALL NOT BE AVAILABLE FOR ANY OTHER USE OR TRANSFER FOR USE OUTSIDE THE PROJECT SITE. THESE AMOUNTS ARE BASED ON THE ESTIMATED NET DEMAND DURING A VERY HIGH USE YEAR AS INDICATED IN TABLE 3.10-6. THE 60 AFY WHEELED TO CAL-AM SHALL COME FROM THE 120 AFY OF RIPARIAN WATER RIGHTS THAT WOULD REMAIN IF THE APPLICANT IS SUCCESSFUL IN OBTAINING AN APPROPRIATIVE RIGHT TO TRANSFER AN ADDITIONAL 60 AFY TO CAL-AM FOR USE OUTSIDE THE PROJECT AREA. NOTABLY, THIS 120 AFY OF RIPARIAN WATER IS ALSO THE SOURCE OF THE MINIMUM 50 AFY THAT THE APPLICANT WOULD DEDICATE FOR INSTREAM BENEFICIAL USES IN THE CARMEL RIVER. THIS LEAVES AN ADDITIONAL 10 AFY OF RIPARIAN WATER THAT CAN BE USED EITHER BY CAL-AM TO SERVE THE PROJECT OR FOR INSTREAM BENEFICIAL USES, DEPENDING ON PROJECT DEMAND IN LIGHT OF HYDROLOGICAL CONDITIONS (I.E., WATER YEAR TYPE – DRY OR WET).

(2) THE APPLICANT (IF THEY BUILD PARTS OR ALL OF THE DEVELOPMENT), INDIVIDUAL HOMEOWNERS (FOR LOT DEVELOPMENT NOT BUILT BY THE APPLICANT), OR OTHER PARTIES PROPOSING WATER USES ON-SITE SHALL DEMONSTRATE TO MPWMD AND THE COUNTY AT THE FINAL DESIGN PHASE (PRIOR TO ISSUANCE OF A BUILDING PERMIT OR ANY WATER USE PERMITS) THAT THE PROJECT EMPLOYS ALL MPWMD MANDATED EFFICIENCY MEASURES, WILL METER THE NEW DEVELOPMENT AS REQUIRED BY MPWMD AND WILL REQUIRE REPORTING ON ACTUAL WATER USE ON-SITE MONTHLY AND ANNUALLY TO MPWMD AND THE COUNTY HCD PLANNING. ALL WATER USE ON-SITE SHALL BE CONDITIONED THAT MPWMD SHALL RETAIN THE ABILITY TO MANDATE FEASIBLE AND REASONABLE REDUCTIONS IN WATER USE IN THE FUTURE AS NECESSARY TO CONSTRAIN WATER USE TO THE ESTABLISHED WATER BUDGETS.

(3) MPWMD AND THE COUNTY SHALL TRACK BUILDING PERMIT AND WATER USE PERMIT APPROVALS TO ASSURE THAT THE DEVELOPMENT OVERALL WILL REMAIN WITHIN THE WATER BUDGETS IN THE FEIR. IF TRACKING INDICATES THAT THE PROJECT OVERALL TREND WOULD RESULT IN AN EXCEEDANCE OF THE ESTABLISHED WATER BUDGETS UPON FULL BUILDOUT, THEN MPWMD AND THE COUNTY SHALL REQUIRE CONDITIONING OF ALL FUTURE BUILDING AND WATER USE PERMITS WITH REDUCTIONS IN WATER USE IN ORDER TO RESTORE THE TREND TO COMPLIANCE WITH THE ESTABLISHED WATER BUDGETS. THIS LIMITATION MAY ULTIMATELY INCLUDE LIMITATIONS ON RESIDENTIAL IMPROVEMENTS (SUCH AS NUMBERS OF FIXTURES, SWIMMING POOLS, OR OTHER LIMITS), CHANGES IN LANDSCAPING AMOUNTS, TYPES, OR IRRIGATION PRACTICES, A LIMIT ON OVERALL AMOUNT OF LANDSCAPING OR OTHER MEASURES.

(4) IF MONITORING/REPORTING INDICATES THAT THE PROJECT IS EXCEEDING THE ESTIMATED WATER BUDGET ON AVERAGE OVER TWO OR MORE YEARS OR THE "HIGH USE" ESTIMATE IN ANY ONE YEAR, MPWMD AND THE COUNTY SHALL REQUIRE RESPONSIBLE PARTIES (HOA, CSD, INDIVIDUAL PROPERTY OWNERS, AND/OR ANY OTHER ENTITY RESPONSIBLE FOR WATER USE ON THE PROJECT) TO MODIFY LANDSCAPING & IRRIGATION PRACTICES AND/OR ADD ADDITIONAL WATER EFFICIENCY MEASURES TO THE PROJECT AS NECESSARY TO REDUCE THE WATER USE TO THE AVERAGE YEARLY CONSUMPTIVE USE SHOWN IN THE FEIR. IF TRIGGERED, THE RESPONSIBLE PARTIES FOR WATER USE SHALL IMPLEMENT REMEDIAL MEASURES WITHIN ONE YEAR OF THE EXCEEDANCE.

(5) FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN A REQUEST FROM THE COUNTY TO MPWMD TO IMPOSE MANDATORY LIMITATIONS ON PROJECT CONSUMPTIVE WATER USE UNTIL COMPLIANCE IS ACHIEVED.

CONDITION #108 PSU-3: COORDINATE WITH APPROPRIATE UTILITY SERVICE PROVIDERS AND RELATED AGENCIES TO REDUCE SERVICE INTERRUPTIONS.

PRIOR TO CONSTRUCTION, THE APPLICANT/OWNER OR ITS CONTRACTOR WILL COORDINATE WITH THE APPROPRIATE UTILITY SERVICE PROVIDERS AND RELATED AGENCIES TO AVOID OR REDUCE SERVICE INTERRUPTIONS. THIS COORDINATION WOULD INCLUDE THE FOLLOWING:

- THE APPLICANT/OWNER OR ITS CONTRACTOR WILL CONTACT THE UNDERGROUND SERVICE ALERT (800/642-2444) AT LEAST 48 HOURS BEFORE EXCAVATION WORK BEGINS TO VERIFY THE NATURE AND LOCATION OF EXISTING UNDERGROUND UTILITIES. THE APPLICANT/OWNER WILL ALSO NOTIFY ALL PUBLIC AND PRIVATE UTILITY OWNERS AT LEAST 48 HOURS PRIOR TO THE COMMENCEMENT OF WORK ADJACENT TO ANY EXISTING UTILITY, UNLESS THE EXCAVATION PERMIT SPECIFIES OTHERWISE.

- THE APPLICANT/OWNER OR ITS CONTRACTOR WILL COORDINATE WITH REGIONAL PARKS AND THE CFPD TO MINIMIZE OR ELIMINATE POTENTIAL WATER INTERRUPTION. SUCH COORDINATION EFFORTS MAY INCLUDE REQUIRING THE CONSTRUCTION CONTRACTOR TO "HOT-TAP" EXISTING WATER LINES FOR NEW WATERLINE CONNECTIONS WHEN POSSIBLE TO MAINTAIN SERVICE OF EXISTING WATER LINES, AND ISOLATE CONSTRUCTION AREAS AND BACK FEED WATER THROUGH ALTERNATE LINES TO PROVIDE CONTINUOUS USE.

- THE APPLICANT/OWNER OR ITS CONTRACTOR WILL COORDINATE WITH CAWD TO MINIMIZE OR ELIMINATE POTENTIAL INTERRUPTIONS OF SERVICE WHEN CONNECTIONS ARE MADE BETWEEN EXISTING AND NEW SEWER LINES. EFFORTS MAY INCLUDE COORDINATION WITH THE CONSTRUCTION CONTRACTOR TO BYPASS SEWAGE FLOWS IN THE AFFECTED AREAS THROUGH USE OF PORTABLE PIPELINE THAT CONNECTS TO UNAFFECTED SEWAGE LINES.

CONDITION #109 TR-1: CONTRIBUTE FAIR-SHARE TO INTERCHANGE IMPROVEMENTS OF LAURELES GRADE AND CARMEL VALLEY ROAD THROUGH THE CVTIP TRAFFIC IMPACT FEE.

PRIOR TO BUILDING PERMIT ISSUANCE FOR EACH LOT, THE APPLICANT OR SUCCESSOR OF INTEREST, SHALL CONTRIBUTE A FAIR-SHARE TRAFFIC IMPACT MITIGATION FEE FOR CUMULATIVE IMPACTS TO CARMEL VALLEY ROAD TO FUND NECESSARY IMPROVEMENTS IDENTIFIED IN THE CARMEL VALLEY TRAFFIC IMPROVEMENT PROGRAM (CVTIP), PER THE FEE SCHEDULE IN EFFECT AT THE TIME OF THE ISSUANCE OF THE BUILDING PERMIT. PROOF OF PAYMENT SHALL BE SUBMITTED TO HCD-ENGINEERING SERVICES.

CONDITION #110 TR-2: CONTRIBUTE FAIR-SHARE REGIONAL IMPACT FEE

THE APPLICANT OR SUCCESSOR IN INTEREST WILL BE RESPONSIBLE FOR CONTRIBUTING A FAIR-SHARE IMPACT FOR REGIONAL TRAFFIC IMPROVEMENTS AS DETERMINED BY TAMC IN CONCERT WITH CALTRANS AND MONTEREY COUNTY, BASED ON IMPROVEMENTS IDENTIFIED IN THE 2014 RTP AND THE TAMC 14-YEAR INVESTMENT PLAN TRANSPORTATION PLAN. THE PAYMENT SHALL BE MADE PRIOR TO ISSUING THE FIRST BUILDING PERMIT FOR A RESIDENTIAL UNIT.

TRACT NO. 1564
RANCHO CAÑADA VILLAGE
A PRIVATE ROAD SUBDIVISION
OF

CERTAIN REAL PROPERTY SITUATE, LYING AND BEING IN RANCHO CAÑADA DE LA SEGUNDA, IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, BEING A PART OF LOT 12, LOT 13 AND LOT 14 AS SHOWN AND SO DESIGNATED UPON THAT CERTAIN MAP ENTITLED "PARTITION MAP OF HATTON PROPERTY IN RANCHO CAÑADA DE LA SEGUNDA", RECORDED MARCH 17, 1927 IN VOLUME 109, PAGE 1 OFFICIAL RECORDS OF MONTEREY COUNTY AND PARCELS 1 AND 2 AS SHOWN AND SO UPON THAT CERTAIN RECORD OF SURVEY MAP RECORDED JANUARY 21, 2010 IN VOLUME 31 OF SURVEYS AT PAGE 1 OFFICIAL RECORDS OF MONTEREY COUNTY.

APRIL 2023
(WITH FINAL CORRECTIONS)

PREPARED BY:

LS ENGINEERING AND SURVEYING, INC.

2460 Garden Road, Suite G, Monterey California 93940
P: 831.655.2723 F: 831.655.3425
LandSengineers.com

PREPARED FOR:

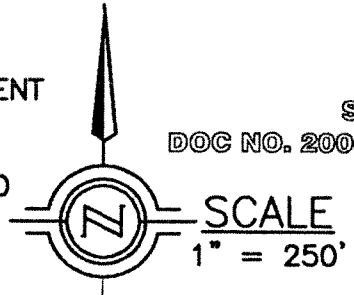
RANCHO CANADA VENTURE, LLC
POST OFFICE BOX 450
CARMEL, CALIFORNIA 93921

SHEET 6 OF 18

Vol 24 C&T 85 87

ABBREVIATIONS

AC	ACRES	NRF	NO RECORD FOUND
C	CENTERLINE	O.R.	OFFICIAL RECORDS
C&T	CITIES AND TOWNS	PG	PAGE
DOC	DOCUMENT	PM	PARCEL MAP
D.U.E.	DRAINAGE AND UTILITY EASEMENT	P.U.E.	PUBLIC UTILITY EASEMENT
(E)	EXISTING	R	RADIUS
G	GARAGE	RAD	RADIAL
L	LENGTH	SNF	SEARCHED, NOT FOUND
MR#	MEASURED AND RECORD	SF	SQUARE FEET
NO.	NUMBER	SUR	SURVEYS
(N)	NEW	VOL	VOLUME

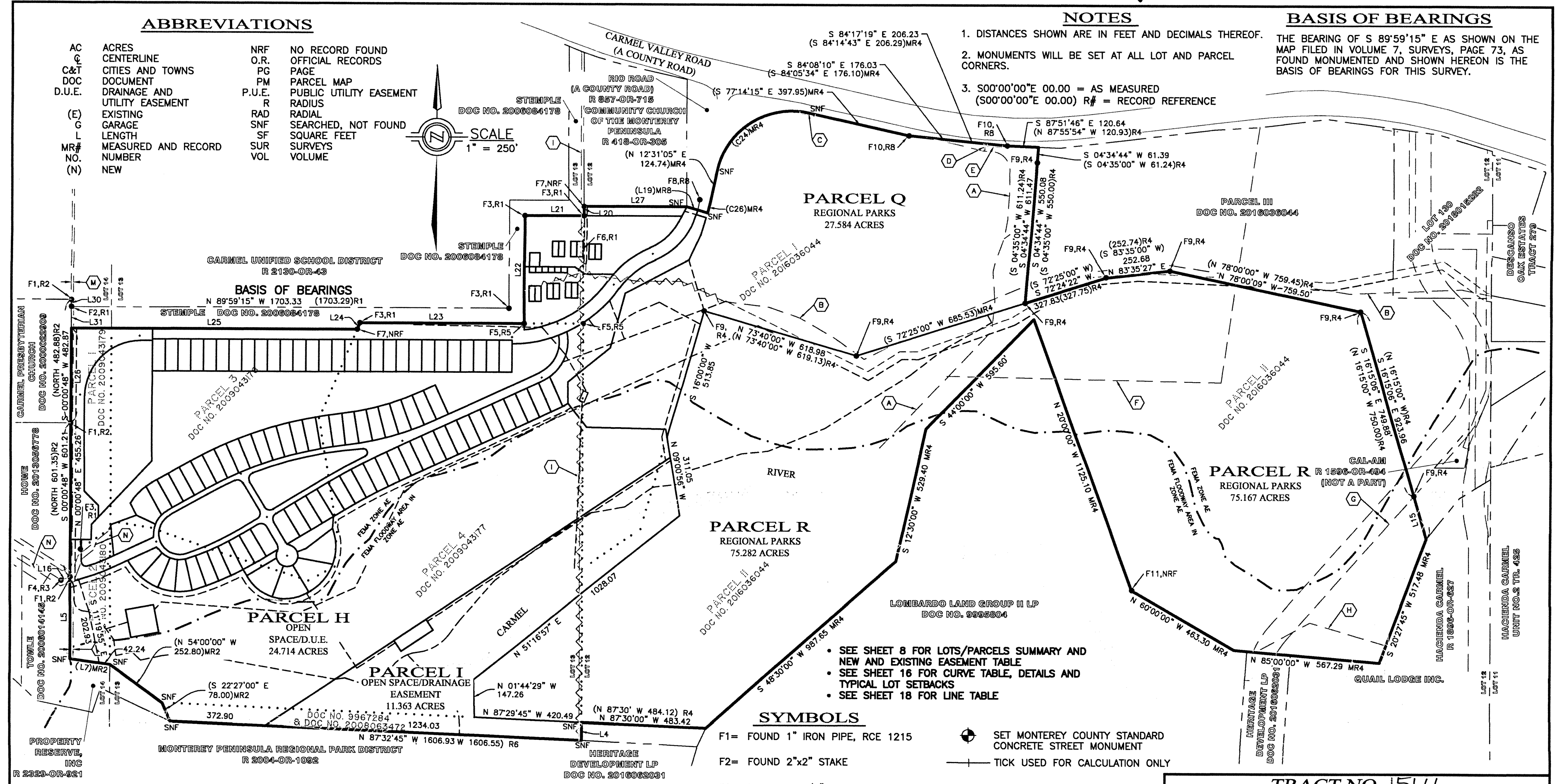


NOTES

- DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.
- MONUMENTS WILL BE SET AT ALL LOT AND PARCEL CORNERS.
- S00°00'00"E 00.00 = AS MEASURED (S00°00'00"E 00.00) R# = RECORD REFERENCE

BASIS OF BEARINGS

THE BEARING OF S 89°59'15" E AS SHOWN ON THE MAP FILED IN VOLUME 7, SURVEYS, PAGE 73, AS FOUND MONUMENTED AND SHOWN HEREON IS THE BASIS OF BEARINGS FOR THIS SURVEY.



LEGEND

	SUBDIVISION BOUNDARY
	NEW LOT OR PARCEL LINE
	NEW EASEMENT
	EXISTING LOT LINE
	EXISTING RIGHT OF WAY
	EXISTING EASEMENT
	EASEMENT TO BE ABANDONED
	LOT LINE TO BE ABANDONED

LOT/PARCEL	NEW LOT/PARCEL
DOTTED TEXT	EXISTING LOT/PARCEL
VOLUME 23 CITIES AND TOWNS PAGE 14	ADJACENT RECORD INFORMATION

REFERENCES

- (R1) AS SHOWN ON VOLUME 7, SURVEYS, PAGE 73
- (R2) AS SHOWN ON VOLUME 5, SURVEYS, PAGE 94
- (R3) AS SHOWN ON CORNER RECORD 610
- (R4) AS SHOWN ON VOLUME 31, SURVEYS, PAGE 1
- (R5) AS SHOWN ON VOLUME 17, SURVEYS, PAGE 55
- (R6) AS SHOWN ON VOLUME 7, SURVEYS, PAGE 155
- (R7) PER DOC NO.2006084178
- (R8) AS SHOWN ON VOLUME A, PROPERTY MONUMENTATION MAPS, PAGE 67

SYMBOLS

- F1= FOUND 1" IRON PIPE, RCE 1215
 - F2= FOUND 2"x2" STAKE
 - F3= FOUND 1-1/2" IRON PIPE, RCE 1215
 - F4= FOUND 1" IRON PIPE, RCE 15310
 - F5= FOUND 1" IRON PIPE, LS 3880
 - F6= FOUND 4"x4" POST
 - F7= FOUND 3/4" IRON PIPE, NO TAG
 - F8= FOUND 2" BRASS DISC IN MONUMENT WELL
 - F9= FOUND 3/4" IRON PIPE, RCE 29811
 - F10= FOUND 1" IRON PIPE, BRASS TAG COUNTY SURVEYOR MONTEREY
 - F11= FOUND 1/2" IRON PIPE, NO TAG
- SET MONTEREY COUNTY STANDARD CONCRETE STREET MONUMENT
- TICK USED FOR CALCULATION ONLY
- SET 5/8" REBAR WITH PLASTIC CAP, PLS 8368 (UNLESS NOTED OTHERWISE)
- LOT CORNERS:
- LOTS 1 - 39: SEE DETAIL A, SHEET 16
 - LOTS 40 - 93: SEE DETAIL B, SHEET 16
 - LOTS 94 - 105: SEE DETAIL C, SHEET 16

TRACT NO. 1564
RANCHO CAÑADA VILLAGE
A PRIVATE ROAD SUBDIVISION

CERTAIN REAL PROPERTY SITUATE, LYING AND BEING IN RANCHO CAÑADA DE LA SEGUNDA, IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, BEING A PART OF LOT 12, LOT 13 AND LOT 14 AS SHOWN AND SO DESIGNATED UPON THAT CERTAIN MAP ENTITLED "PARTITION MAP OF HATTON PROPERTY IN RANCHO CAÑADA DE LA SEGUNDA", RECORDED MARCH 17, 1927 IN VOLUME 109, PAGE 1 OFFICIAL RECORDS OF MONTEREY COUNTY AND PARCELS 1 AND 2 AS SHOWN AND SO UPON THAT CERTAIN RECORD OF SURVEY MAP RECORDED JANUARY 21, 2010 IN VOLUME 31 OF SURVEYS AT PAGE 1 OFFICIAL RECORDS OF MONTEREY COUNTY.

APRIL 2023
(WITH FINAL CORRECTIONS)

PREPARED BY:



2460 Garden Road, Suite G, Monterey California 93940
P: 831.655.2723 F: 831.655.3425
LandEngineers.com

PREPARED FOR:

RANCHO CANADA
VENTURE, LLC
POST OFFICE BOX 450
CARMEL, CALIFORNIA 93921

Vol 24 C&T 85 87

RECORD EASEMENTS

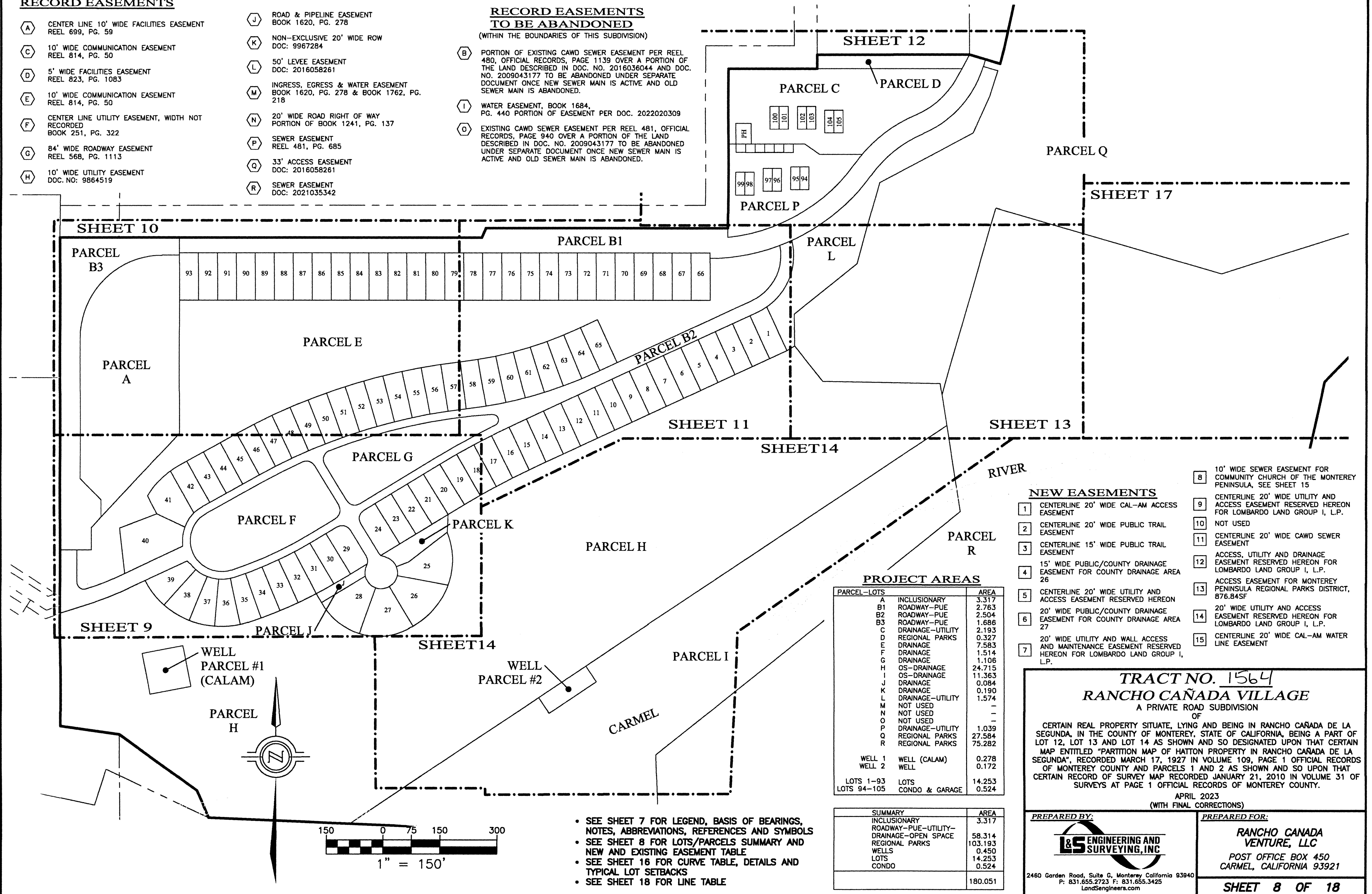
- (A) CENTER LINE 10' WIDE FACILITIES EASEMENT REEL 699, PG. 59
- (C) 10' WIDE COMMUNICATION EASEMENT REEL 814, PG. 50
- (D) 5' WIDE FACILITIES EASEMENT REEL 823, PG. 1083
- (E) 10' WIDE COMMUNICATION EASEMENT REEL 814, PG. 50
- (F) CENTER LINE UTILITY EASEMENT, WIDTH NOT RECORDED BOOK 251, PG. 322
- (G) 84' WIDE ROADWAY EASEMENT REEL 568, PG. 1113
- (H) 10' WIDE UTILITY EASEMENT DOC. NO: 9864519

- (J) ROAD & PIPELINE EASEMENT BOOK 1620, PG. 278
- (K) NON-EXCLUSIVE 20' WIDE ROW DOC: 9967284
- (L) 50' LEVEE EASEMENT DOC: 2016058261
- (M) INGRESS, EGRESS & WATER EASEMENT BOOK 1620, PG. 278 & BOOK 1762, PG. 218
- (N) 20' WIDE ROAD RIGHT OF WAY PORTION OF BOOK 1241, PG. 137
- (P) SEWER EASEMENT REEL 481, PG. 685
- (Q) 33' ACCESS EASEMENT DOC: 2016058261
- (R) SEWER EASEMENT DOC: 2021035342

RECORD EASEMENTS TO BE ABANDONED

(WITHIN THE BOUNDARIES OF THIS SUBDIVISION)

- (B) PORTION OF EXISTING CAWD SEWER EASEMENT PER REEL 480, OFFICIAL RECORDS, PAGE 1139 OVER A PORTION OF THE LAND DESCRIBED IN DOC. NO. 2016036044 AND DOC. NO. 2009043177 TO BE ABANDONED UNDER SEPARATE DOCUMENT ONCE NEW SEWER MAIN IS ACTIVE AND OLD SEWER MAIN IS ABANDONED.
- (I) WATER EASEMENT, BOOK 1684, PG. 440 PORTION OF EASEMENT PER DOC. 2022020309
- (O) EXISTING CAWD SEWER EASEMENT PER REEL 481, OFFICIAL RECORDS, PAGE 940 OVER A PORTION OF THE LAND DESCRIBED IN DOC. NO. 2009043177 TO BE ABANDONED UNDER SEPARATE DOCUMENT ONCE NEW SEWER MAIN IS ACTIVE AND OLD SEWER MAIN IS ABANDONED.



- SEE SHEET 7 FOR LEGEND, BASIS OF BEARINGS, NOTES, ABBREVIATIONS, REFERENCES AND SYMBOLS
- SEE SHEET 8 FOR LOTS/PARCELS SUMMARY AND NEW AND EXISTING EASEMENT TABLE
- SEE SHEET 16 FOR CURVE TABLE, DETAILS AND TYPICAL LOT SETBACKS
- SEE SHEET 18 FOR LINE TABLE

PROJECT AREAS		AREA
PARCEL - LOTS		
A	INCLUSIONARY	3.317
B1	ROADWAY-PUE	2.763
B2	ROADWAY-PUE	2.504
B3	ROADWAY-PUE	1.686
C	DRAINAGE-UTILITY	0.327
D	REGIONAL PARKS	7.583
E	DRAINAGE	1.514
F	DRAINAGE	1.106
G	OS-DRAINAGE	24.715
H	OS-DRAINAGE	11.363
I	DRAINAGE	0.084
J	DRAINAGE	0.190
K	DRAINAGE-UTILITY	1.574
L	NOT USED	-
M	NOT USED	-
N	NOT USED	-
O	NOT USED	-
P	DRAINAGE-UTILITY	1.039
Q	REGIONAL PARKS	27.584
R	REGIONAL PARKS	75.282
WELL 1	WELL (CALAM)	0.278
WELL 2	WELL	0.172
LOTS 1-93		14.253
LOTS 94-105	CONDO & GARAGE	0.524

SUMMARY	AREA
INCLUSIONARY	3.317
ROADWAY-PUE-UTILITY-DRAINAGE-OPEN SPACE	58.314
REGIONAL PARKS	103.193
WELLS	0.450
LOTS	14.253
CONDO	0.524
	180.051

NEW EASEMENTS

- 1 CENTERLINE 20' WIDE CAL-AM ACCESS EASEMENT
- 2 CENTERLINE 20' WIDE PUBLIC TRAIL EASEMENT
- 3 CENTERLINE 15' WIDE PUBLIC TRAIL EASEMENT
- 4 15' WIDE PUBLIC/COUNTY DRAINAGE EASEMENT FOR COUNTY DRAINAGE AREA 26
- 5 CENTERLINE 20' WIDE UTILITY AND ACCESS EASEMENT RESERVED HEREON
- 6 20' WIDE PUBLIC/COUNTY DRAINAGE EASEMENT FOR COUNTY DRAINAGE AREA 27
- 7 20' WIDE UTILITY AND WALL ACCESS AND MAINTENANCE EASEMENT RESERVED HEREON FOR LOMBARDO LAND GROUP I, L.P.

- 8 10' WIDE SEWER EASEMENT FOR COMMUNITY CHURCH OF THE MONTEREY PENINSULA, SEE SHEET 15
- 9 CENTERLINE 20' WIDE UTILITY AND ACCESS EASEMENT RESERVED HEREON FOR LOMBARDO LAND GROUP I, L.P.
- 10 NOT USED
- 11 CENTERLINE 20' WIDE CAWD SEWER EASEMENT
- 12 ACCESS, UTILITY AND DRAINAGE EASEMENT RESERVED HEREON FOR LOMBARDO LAND GROUP I, L.P.
- 13 ACCESS EASEMENT FOR MONTEREY PENINSULA REGIONAL PARKS DISTRICT, 876.84SF
- 14 20' WIDE UTILITY AND ACCESS EASEMENT RESERVED HEREON FOR LOMBARDO LAND GROUP I, L.P.
- 15 CENTERLINE 20' WIDE CAL-AM WATER LINE EASEMENT

TRACT NO. 1564 RANCHO CAÑADA VILLAGE A PRIVATE ROAD SUBDIVISION OF

CERTAIN REAL PROPERTY SITUATE, LYING AND BEING IN RANCHO CAÑADA DE LA SEGUNDA, IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, BEING A PART OF LOT 12, LOT 13 AND LOT 14 AS SHOWN AND SO DESIGNATED UPON THAT CERTAIN MAP ENTITLED "PARTITION MAP OF HATTON PROPERTY IN RANCHO CAÑADA DE LA SEGUNDA", RECORDED MARCH 17, 1927 IN VOLUME 109, PAGE 1 OFFICIAL RECORDS OF MONTEREY COUNTY AND PARCELS 1 AND 2 AS SHOWN AND SO UPON THAT CERTAIN RECORD OF SURVEY MAP RECORDED JANUARY 21, 2010 IN VOLUME 31 OF SURVEYS AT PAGE 1 OFFICIAL RECORDS OF MONTEREY COUNTY.

APRIL 2023
(WITH FINAL CORRECTIONS)

PREPARED BY:



2480 Garden Road, Suite C, Monterey California 93940
P: 831.655.2723 F: 831.655.3425
LandEngineers.com

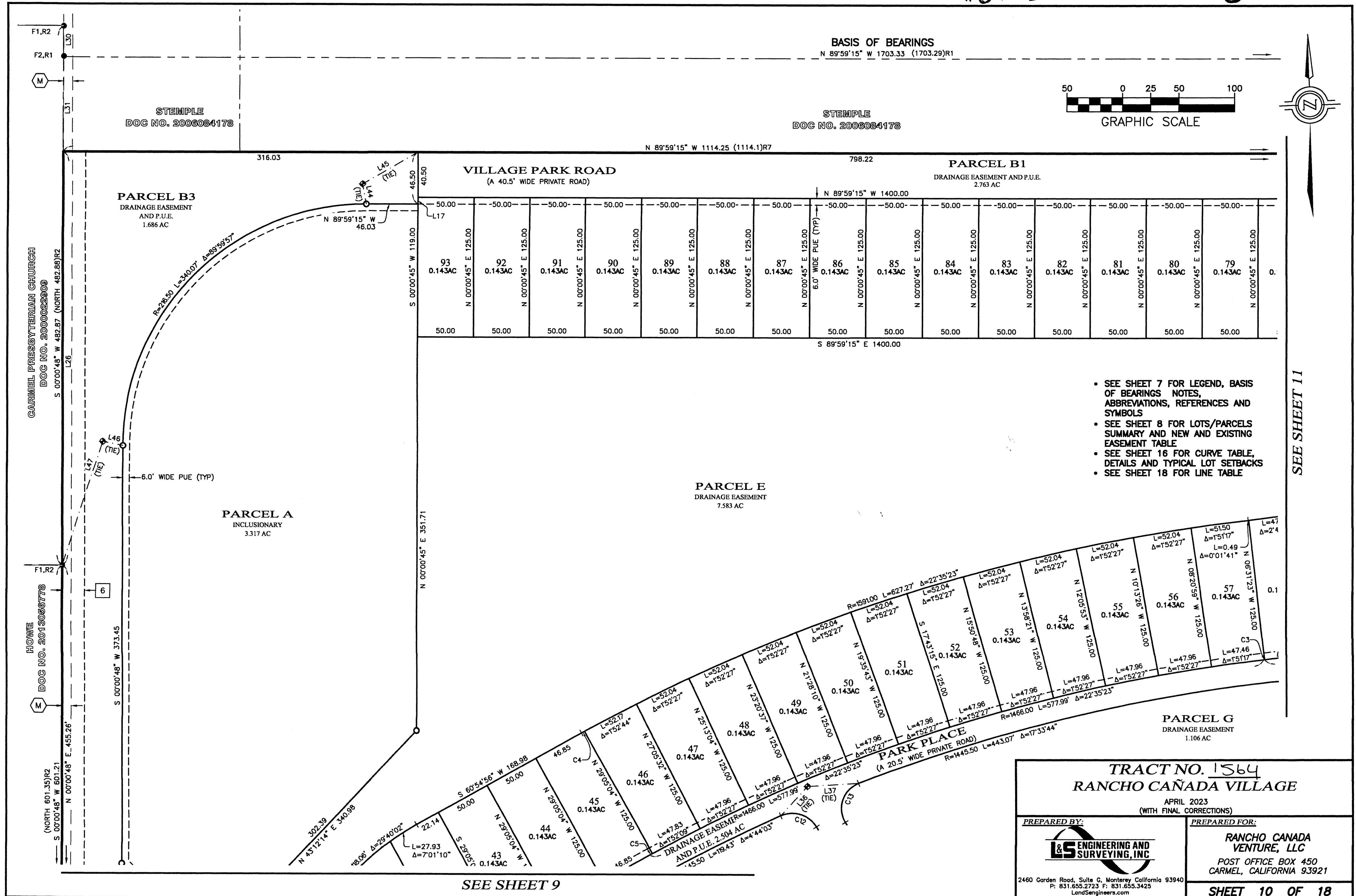
PREPARED FOR:

RANCHO CANADA
VENTURE, LLC
POST OFFICE BOX 450
CARMEL, CALIFORNIA 93921

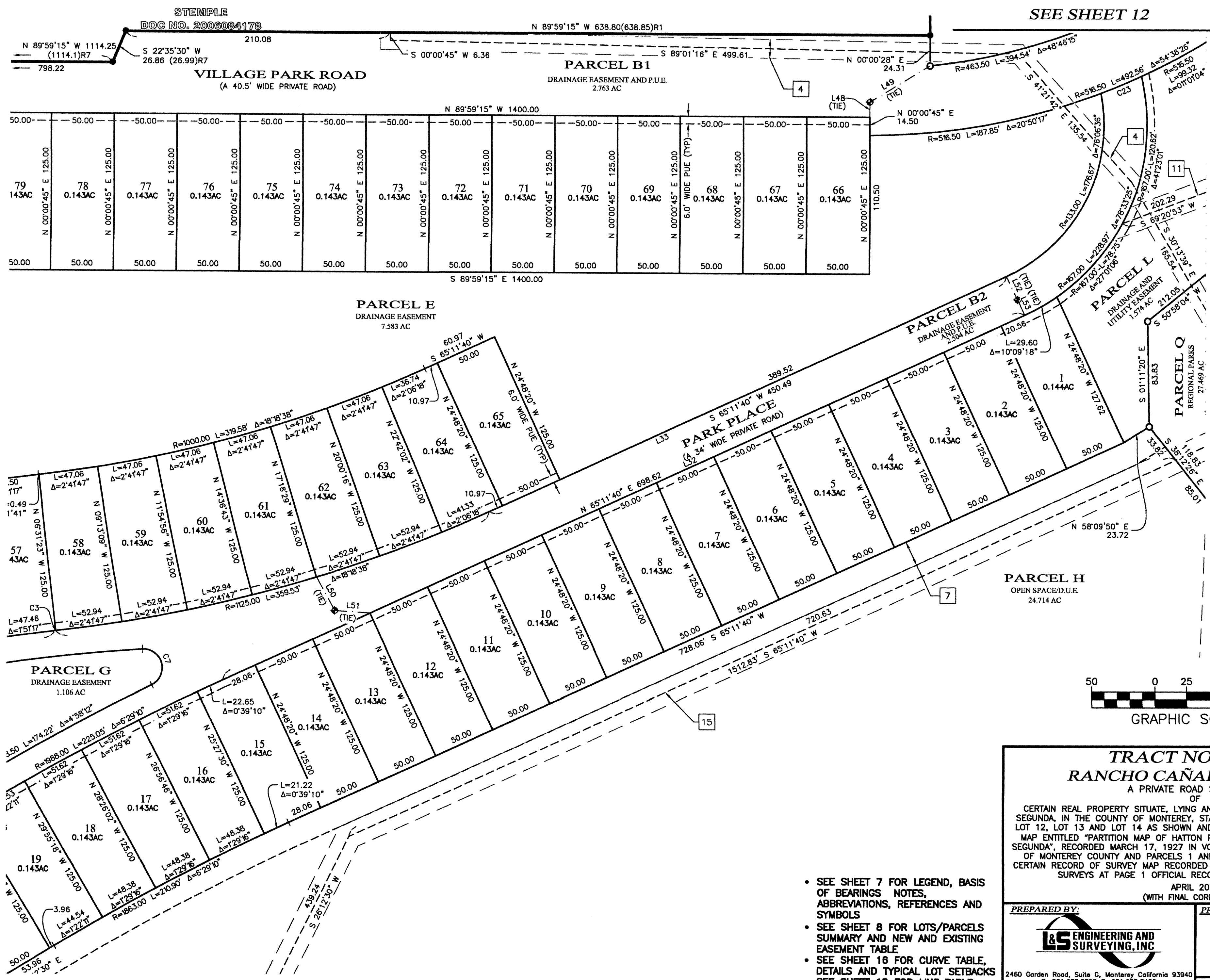
SHEET 8 OF 18

11
SEE SHEET 14

Vol 24 C&T PS 87



Vol 24 C&T pg 87



SEE SHEET 10

SEE SHEET 9

SEE SHEET 13

TRACT NO. 1564
RANCHO CAÑADA VILLAGE
A PRIVATE ROAD SUBDIVISION
OF

CERTAIN REAL PROPERTY SITUATE, LYING AND BEING IN RANCHO CAÑADA DE LA SEGUNDA, IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, BEING A PART OF LOT 12, LOT 13 AND LOT 14 AS SHOWN AND SO DESIGNATED UPON THAT CERTAIN MAP ENTITLED "PARTITION MAP OF HATTON PROPERTY IN RANCHO CAÑADA DE LA SEGUNDA", RECORDED MARCH 17, 1927 IN VOLUME 109, PAGE 1 OFFICIAL RECORDS OF MONTEREY COUNTY AND PARCELS 1 AND 2 AS SHOWN AND SO UPON THAT CERTAIN RECORD OF SURVEY MAP RECORDED JANUARY 21, 2010 IN VOLUME 31 OF SURVEYS AT PAGE 1 OFFICIAL RECORDS OF MONTEREY COUNTY.

APRIL 2023
(WITH FINAL CORRECTIONS)

PREPARED BY:
LS ENGINEERING AND SURVEYING, INC.
2460 Garden Road, Suite G, Monterey California 93940
P: 831.655.2723 F: 831.655.3425
LandEngineers.com

PREPARED FOR:
RANCHO CANADA VENTURE, LLC
POST OFFICE BOX 450
CARMEL, CALIFORNIA 93921

SHEET 11 OF 18

- SEE SHEET 7 FOR LEGEND, BASIS OF BEARINGS, NOTES, ABBREVIATIONS, REFERENCES AND SYMBOLS
- SEE SHEET 8 FOR LOTS/PARCELS SUMMARY AND NEW AND EXISTING EASEMENT TABLE
- SEE SHEET 16 FOR CURVE TABLE, DETAILS AND TYPICAL LOT SETBACKS
- SEE SHEET 18 FOR LINE TABLE



- SEE SHEET 7 FOR LEGEND, BASIS OF BEARINGS NOTES, ABBREVIATIONS, REFERENCES AND SYMBOLS
- SEE SHEET 8 FOR LOTS/PARCELS SUMMARY AND NEW AND EXISTING EASEMENT TABLE
- SEE SHEET 16 FOR CURVE TABLE, DETAILS AND TYPICAL LOT SETBACK
- SEE SHEET 18 FOR LINE TABLE

CERTAIN REAL PROPERTY SITUATE, LYING AND BEING IN RANCHO CANADA DE LA SEGUNDA, IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, BEING A PART OF LOT 12, LOT 13 AND LOT 14 AS SHOWN AND SO DESIGNATED UPON THAT CERTAIN MAP ENTITLED "PARTITION MAP OF HATTON PROPERTY IN RANCHO CANADA DE LA SEGUNDA", RECORDED MARCH 17, 1927 IN VOLUME 109, PAGE 1 OFFICIAL RECORDS OF MONTEREY COUNTY AND PARCELS 1 AND 2 AS SHOWN AND SO UPON THAT CERTAIN RECORD OF SURVEY MAP RECORDED JANUARY 21, 2010 IN VOLUME 31 OF SURVEYS AT PAGE 1 OFFICIAL RECORDS OF MONTEREY COUNTY.

APRIL 2023
(WITH FINAL CORRECTIONS)

PREPARED BY:



L&S ENGINEERING AND SURVEYING, INC.

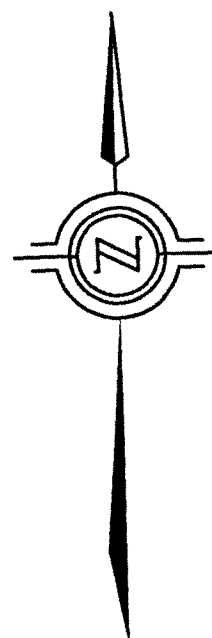
2460 Garden Road, Suite G, Monterey California 93940
P: 831.655.2723 F: 831.655.3425
LandSengineers.com

PREPARED FOR:

**RANCHO CANADA
VENTURE, LLC**

POST OFFICE BOX 450
CARMEL, CALIFORNIA 93921

SHEET 12 OF 18



SCALE: 1" = 10'

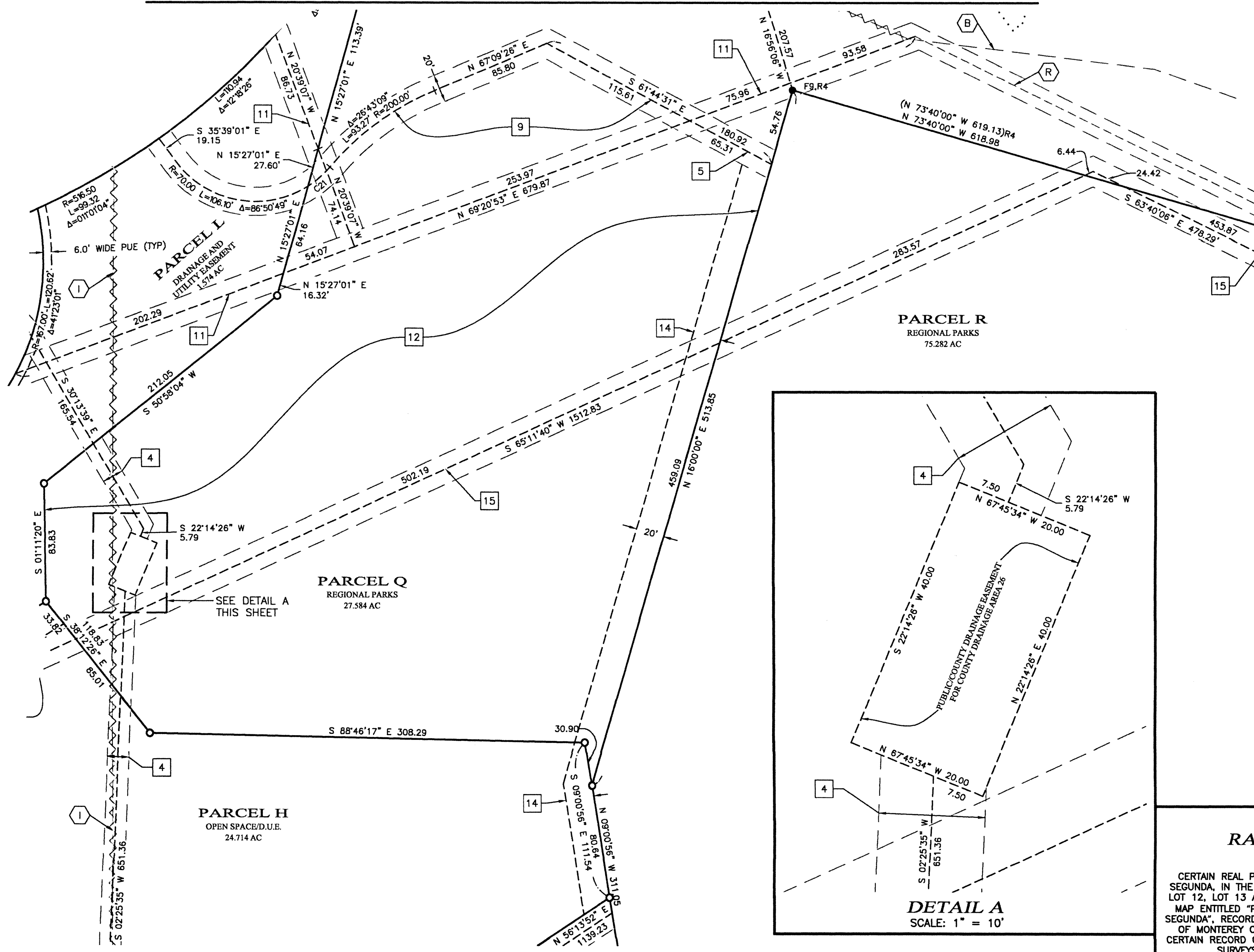


SCALE: 1" = 10'

SEE SHEET 12

SEE SHEET 17

SEE SHEET 11



SEE SHEET 14

DETAIL A
SCALE: 1" = 10'

- SEE SHEET 7 FOR LEGEND, BASIS OF BEARINGS, NOTES, ABBREVIATIONS, REFERENCES AND SYMBOLS
- SEE SHEET 8 FOR LOTS/PARCELS SUMMARY AND NEW AND EXISTING EASEMENT TABLE
- SEE SHEET 16 FOR CURVE TABLE, DETAILS AND TYPICAL LOT SETBACKS
- SEE SHEET 18 FOR LINE TABLE

<p align="center">TRACT NO. 1564 RANCHO CAÑADA VILLAGE A PRIVATE ROAD SUBDIVISION OF</p>	
<p>CERTAIN REAL PROPERTY SITUATE, LYING AND BEING IN RANCHO CAÑADA DE LA SEGUNDA, IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, BEING A PART OF LOT 12, LOT 13 AND LOT 14 AS SHOWN AND SO DESIGNATED UPON THAT CERTAIN MAP ENTITLED "PARTITION MAP OF HATTON PROPERTY IN RANCHO CAÑADA DE LA SEGUNDA", RECORDED MARCH 17, 1927 IN VOLUME 109, PAGE 1 OFFICIAL RECORDS OF MONTEREY COUNTY AND PARCELS 1 AND 2 AS SHOWN AND SO UPON THAT CERTAIN RECORD OF SURVEY MAP RECORDED JANUARY 21, 2010 IN VOLUME 31 OF SURVEYS AT PAGE 1 OFFICIAL RECORDS OF MONTEREY COUNTY.</p>	
<p align="center">APRIL 2023 (WITH FINAL CORRECTIONS)</p>	
<p>PREPARED BY: L&S ENGINEERING AND SURVEYING, INC. 2460 Garden Road, Suite G, Monterey California 93940 P: 831.655.2723 F: 831.655.3425 LandEngineers.com</p>	<p>PREPARED FOR: RANCHO CANADA VENTURE, LLC POST OFFICE BOX 450 CARMEL, CALIFORNIA 93921</p>
<p align="right">SHEET 13 OF 18</p>	

Vd 24 C&T pg 87

SEE SHEET 13

SEE SHEET 17

SEE SHEET 7

PARCEL H
OPEN SPACE/D.U.E.
24.714 AC

PARCEL I
OPEN SPACE/DRAINAGE
EASEMENT
11.363 AC

PARCEL R
REGIONAL PARKS
75.282 AC

PARCEL H
OPEN SPACE/D.U.E.
24.714 AC

DETAIL A
SCALE: 1" = 50'

TRACT NO. 1564
RANCHO CAÑADA VILLAGE
A PRIVATE ROAD SUBDIVISION
OF

CERTAIN REAL PROPERTY SITUATE, LYING AND BEING IN RANCHO CAÑADA DE LA SEGUNDA, IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, BEING A PART OF LOT 12, LOT 13 AND LOT 14 AS SHOWN AND SO DESIGNATED UPON THAT CERTAIN MAP ENTITLED "PARTITION MAP OF HATTON PROPERTY IN RANCHO CAÑADA DE LA SEGUNDA", RECORDED MARCH 17, 1927 IN VOLUME 109, PAGE 1 OFFICIAL RECORDS OF MONTEREY COUNTY AND PARCELS 1 AND 2 AS SHOWN AND SO UPON THAT CERTAIN RECORD OF SURVEY MAP RECORDED JANUARY 21, 2010 IN VOLUME 31 OF SURVEYS AT PAGE 1 OFFICIAL RECORDS OF MONTEREY COUNTY.

APRIL 2023
(WITH FINAL CORRECTIONS)

PREPARED BY:

LS ENGINEERING AND SURVEYING, INC.

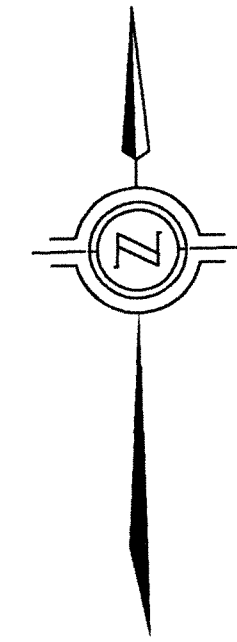
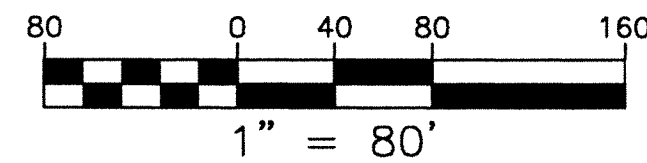
2460 Garden Road, Suite G, Monterey California 93940
P: 831.655.2723 F: 831.655.3425
LandEngineers.com

PREPARED FOR:

RANCHO CANADA VENTURE, LLC
POST OFFICE BOX 450
CARMEL, CALIFORNIA 93921

SHEET 14 OF 18

- SEE SHEET 7 FOR LEGEND, BASIS OF BEARINGS, NOTES, ABBREVIATIONS, REFERENCES AND SYMBOLS
- SEE SHEET 8 FOR LOTS/PARCELS SUMMARY AND NEW AND EXISTING EASEMENT TABLE
- SEE SHEET 16 FOR CURVE TABLE, DETAILS AND TYPICAL LOT SETBACKS
- SEE SHEET 18 FOR LINE TABLE



SEE SHEET 9

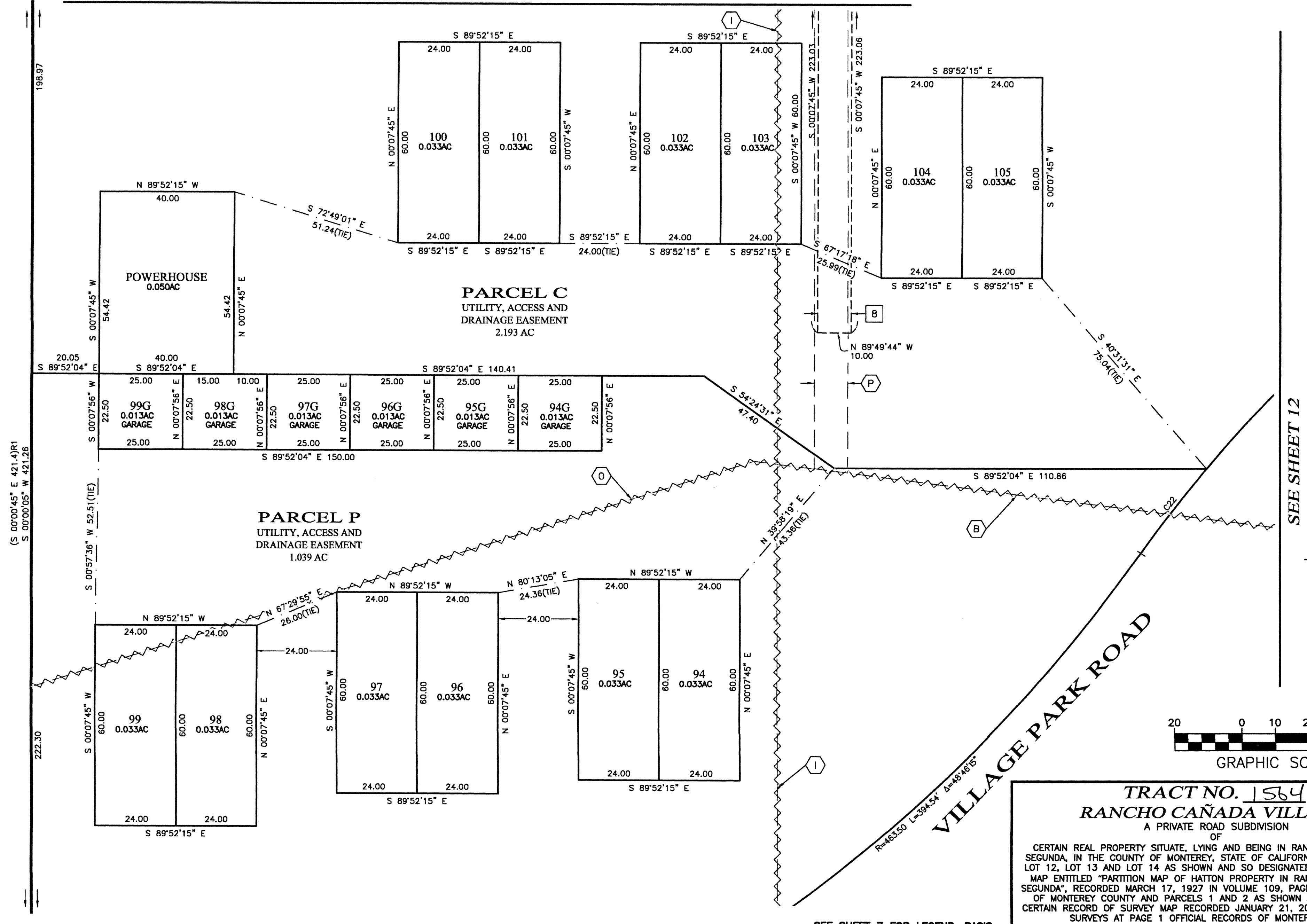
SEE SHEET 11

SEE SHEET 7

MONTEREY PENINSULA REGIONAL PARK DISTRICT R 2004-OR-1092

SEE SHEET 12

STEMPLE
DOC NO. 2006084178



SEE SHEET 12

TOWNHOUSES

SCALE: 1"=20'

- SEE SHEET 7 FOR LEGEND, BASIS OF BEARINGS, NOTES, ABBREVIATIONS, REFERENCES AND SYMBOLS
- SEE SHEET 8 FOR LOTS/PARCELS SUMMARY AND NEW AND EXISTING EASEMENT TABLE
- SEE SHEET 16 FOR CURVE TABLE, DETAILS AND TYPICAL LOT SETBACKS
- SEE SHEET 18 FOR LINE TABLE

TRACT NO. 1564 RANCHO CAÑADA VILLAGE A PRIVATE ROAD SUBDIVISION OF

CERTAIN REAL PROPERTY SITUATE, LYING AND BEING IN RANCHO CAÑADA DE LA SEGUNDA, IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, BEING A PART OF LOT 12, LOT 13 AND LOT 14 AS SHOWN AND SO DESIGNATED UPON THAT CERTAIN MAP ENTITLED "PARTITION MAP OF HATTON PROPERTY IN RANCHO CAÑADA DE LA SEGUNDA", RECORDED MARCH 17, 1927 IN VOLUME 109, PAGE 1 OFFICIAL RECORDS OF MONTEREY COUNTY AND PARCELS 1 AND 2 AS SHOWN AND SO UPON THAT CERTAIN RECORD OF SURVEY MAP RECORDED JANUARY 21, 2010 IN VOLUME 31 OF SURVEYS AT PAGE 1 OFFICIAL RECORDS OF MONTEREY COUNTY.

APRIL 2023
(WITH FINAL CORRECTIONS)

PREPARED BY:

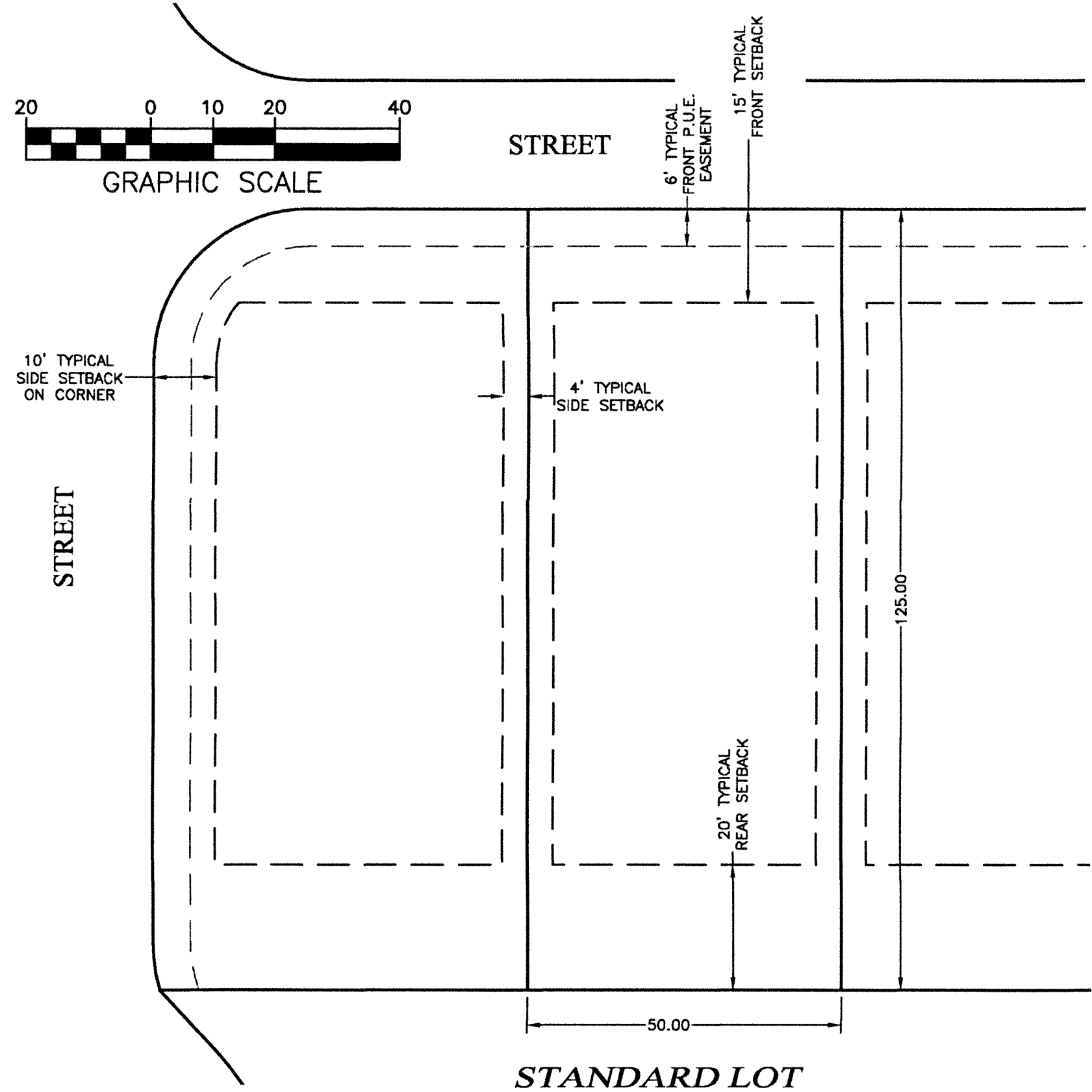
L&S ENGINEERING AND
SURVEYING, INC.

2460 Garden Road, Suite G, Monterey California 93940
P: 831.655.2723 F: 831.655.3425
LandEngineers.com

PREPARED FOR:

**RANCHO CANADA
VENTURE, LLC**
POST OFFICE BOX 450
CARMEL, CALIFORNIA 93921

SHEET 15 OF 18



TYPICAL LOT SETBACKS

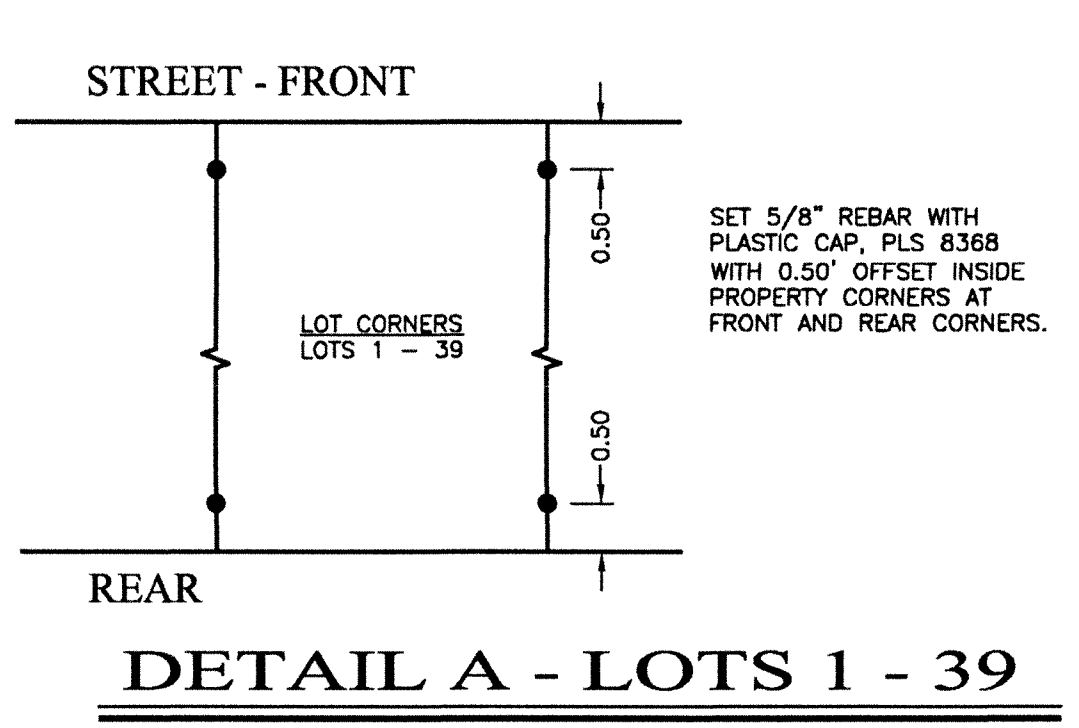
SCALE: 1"=20'

SETBACK REQUIREMENTS

SETBACK REQUIREMENTS ¹	
FRONT SETBACK - HOUSE	15 FEET, MINIMUM
FRONT SETBACK - GARAGE OR CARPORT ²	20 FEET, MINIMUM
SIDE SETBACK - FIRST STORY ³	4 FEET, MINIMUM, OR ZERO SETBACK ON COMMON LOT LINE
SIDE SETBACK - FIRST STORY CORNER	10 FEET MINIMUM TO HOUSE, 20 FEET TO GARAGE
SIDE SETBACK - FIRST STORY COMBINED ⁴	20% OF LOT WIDTH, MINIMUM
SIDE SETBACK - SECOND STORY INDIVIDUAL	7 FEET, MINIMUM
SIDE SETBACK - SECOND STORY CORNER	GREATER OF 25% OF LOT WIDTH OR 15 FEET, MINIMUM
SIDE SETBACK - SECOND STORY COMBINED ⁴	40% OF LOT WIDTH
REAR SETBACK	20 FEET MINIMUM
HEIGHT	2 STORIES AND 24 FEET, MAXIMUM
MAXIMUM LOT COVERAGE (PERCENTAGE)	40%
MAXIMUM FLOOR AREA RATIO (FAR)	40%

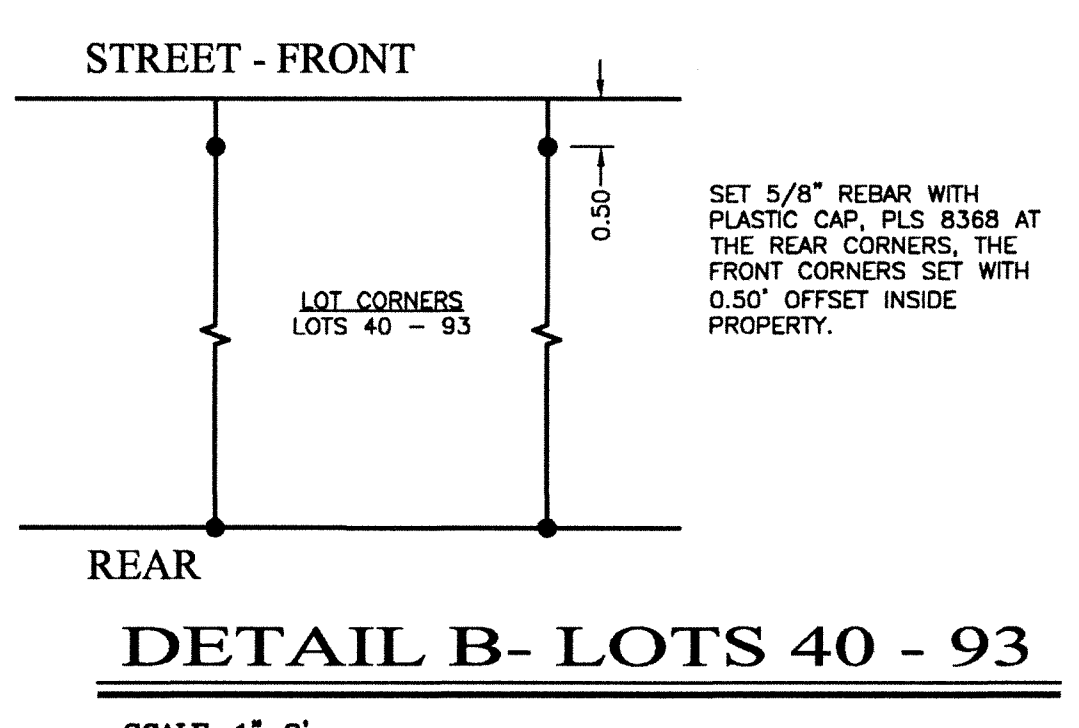
NOTES:

- VARIANCES TO THE SETBACKS MAY BE GRANTED TO ACHIEVE A VARIATION BETWEEN THE DWELLING AND UNITS ON ADJACENT LOTS THERETO, OR TO ACHIEVE DESIGN CONSIDERATIONS DESCRIBED BELOW.
- NO VARIANCE SHALL BE APPROVED UNTIL NOTICE IS GIVEN TO ALL ADJOINING OWNERS AND THE OWNERs ACROSS THE STREET.
- THE MINIMUM FRONT YARD SETBACK OF ANY GARAGE, CARPORT, OR PARKING PAD IS 20 FEET FROM THE FRONT PROPERTY LINE. THE SIDE YARD SETBACK FOR A SINGLE-FAMILY RESIDENCE SHALL BE NOT LESS THAN FOUR (4) FEET.
- FOR A HALF-PLEX ON A LOT OR A SINGLE-FAMILY RESIDENCE ON TWO ADJOINING LOTS, THERE SHALL BE A ZERO-MINIMUM SIDE YARD SETBACK ALONG THE COMMON LOT LINE, AND THE FOUR-FOOT MINIMUM SETBACK SHALL BE MEASURED FROM THE OPPOSITE SIDE PROPERTY LINE.
- A COMBINED TOTAL OF 40% OF THE LOT WIDTH MAY BE VARIED ALONG THE LENGTH OF A STRUCTURE, BUT NOT LESS THAN 7 FEET OR MORE THAN 15 FEET. COMBINED SIDE YARD SETBACKS SHALL BE MEASURED ALONG LINES PARALLEL TO THE FRONT PROPERTY LINE. SIDE YARD SETBACKS FOR NONRECTANGULAR SITES SHALL BE COMPUTED USING AN AVERAGE OF THE FRONT AND REAR PROPERTY LINES.
- UNCOVERED DECKS AND STAIRWAYS SHALL NOT BE COUNTED IN LOT COVERAGE. FLOOR AREA INCLUDES ALL SPACE WITHIN THE EXTERIOR DIMENSIONS OF THE STRUCTURE, EXCLUDING GARAGES OR BASEMENTS USED FOR STORAGE OR MECHANICAL USES (I.E., NOT HOME THEATERS OR LIVING AREAS).



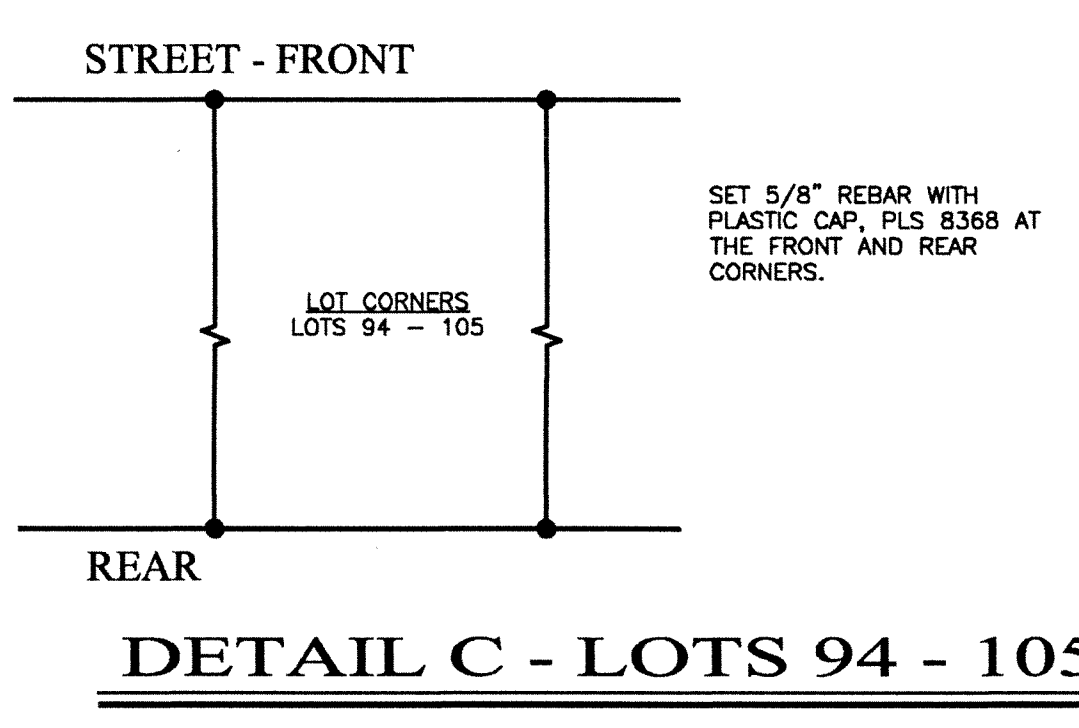
DETAIL A - LOTS 1 - 39

SCALE: 1"=2'



DETAIL B - LOTS 40 - 93

SCALE: 1"=2'



DETAIL C - LOTS 94 - 105

SCALE: 1"=2'

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	RECORD
C1	37.04'	20.00'	106°07'24"	
C2	10.44'	28.00'	21°21'43"	
C3	0.55'	1125.00'	0°01'41"	
C4	3.15'	1591.00'	0°06'49"	
C5	3.15'	1466.00'	0°07'24"	
C6	7.90'	28.00'	16°10'26"	
C7	41.23'	15.00'	157°29'49"	
C8	6.03'	28.00'	12°19'53"	
C9	36.55'	1143.00'	1°49'56"	
C10	21.28'	228.00'	5°20'50"	
C11	39.27'	25.00'	90°00'00"	
C12	36.24'	25.00'	83°03'32"	
C13	41.85'	24.00'	99°54'40"	
C14	39.27'	25.00'	90°00'00"	
C15	39.27'	25.00'	89°59'55"	
C16	39.27'	25.00'	90°00'00"	
C17	15.39'	1143.00'	0°46'18"	
C18	20.29'	25.00'	46°29'43"	
C19	4.85'	25.00'	11°06'20"	
C20	28.79'	43.00'	38°21'47"	
C21	20.85'	70.00'	17°03'53"	
C22	31.80'	376.50'	4°50'23"	
C23	34.60'	516.50'	3°50'16"	
C24	472.52'	300.00'	90°14'41"	MR4
C25	5.78'	170.00'	1°56'59"	
C26	44.10'	642.00'	3°56'08"	MR4
C27	5.78'	170.00'	1°56'59"	
C28	40.57'	50.00'	46°29'25"	
C29	61.06'	40.00'	87°27'36"	
C30	63.23'	70.00'	51°45'24"	
C31	99.37'	65.08'	87°28'35"	
C32	115.63'	144.85'	45°44'12"	
C33	42.41'	144.85'	16°46'31"	
C34	139.66'	170.00'	47°04'14"	

TRACT NO. 1564 RANCHO CAÑADA VILLAGE

A PRIVATE ROAD SUBDIVISION
OF

CERTAIN REAL PROPERTY SITUATE, LYING AND BEING IN RANCHO CAÑADA DE LA SEGUNDA, IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, BEING A PART OF LOT 12, LOT 13 AND LOT 14 AS SHOWN AND SO DESIGNATED UPON THAT CERTAIN MAP ENTITLED "PARTITION MAP OF HATTON PROPERTY IN RANCHO CAÑADA DE LA SEGUNDA", RECORDED MARCH 17, 1927 IN VOLUME 109, PAGE 1 OFFICIAL RECORDS OF MONTEREY COUNTY AND PARCELS 1 AND 2 AS SHOWN AND SO UPON THAT CERTAIN RECORD OF SURVEY MAP RECORDED JANUARY 21, 2010 IN VOLUME 31 OF SURVEYS AT PAGE 1 OFFICIAL RECORDS OF MONTEREY COUNTY.

APRIL 2023
(WITH FINAL CORRECTIONS)

PREPARED BY:

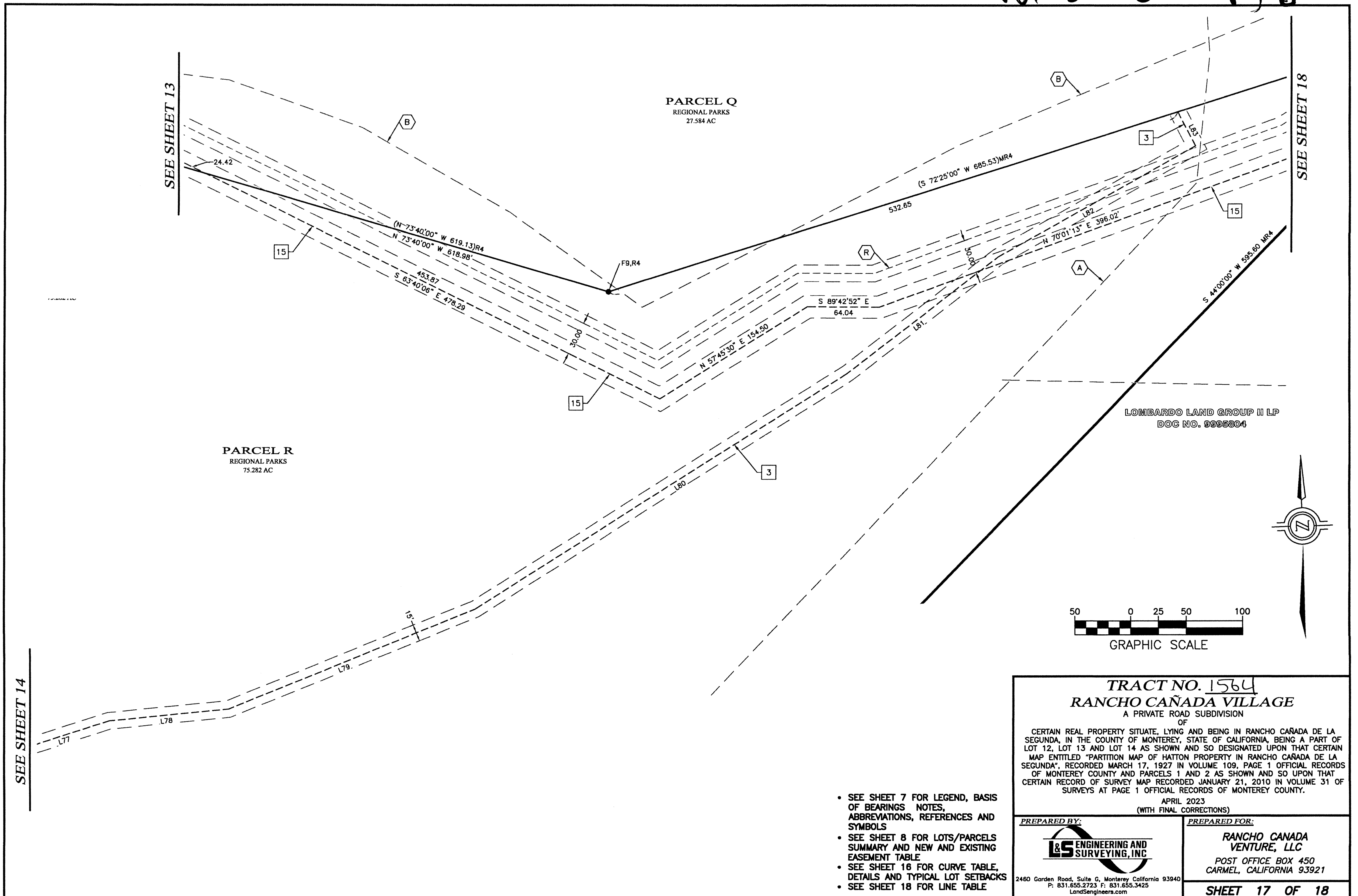
L&S ENGINEERING AND SURVEYING, INC.

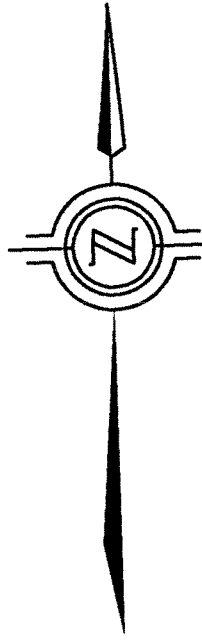
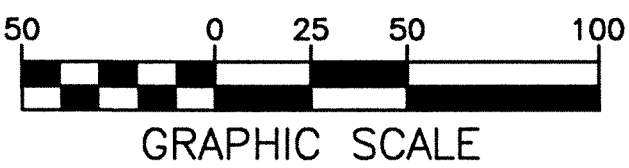
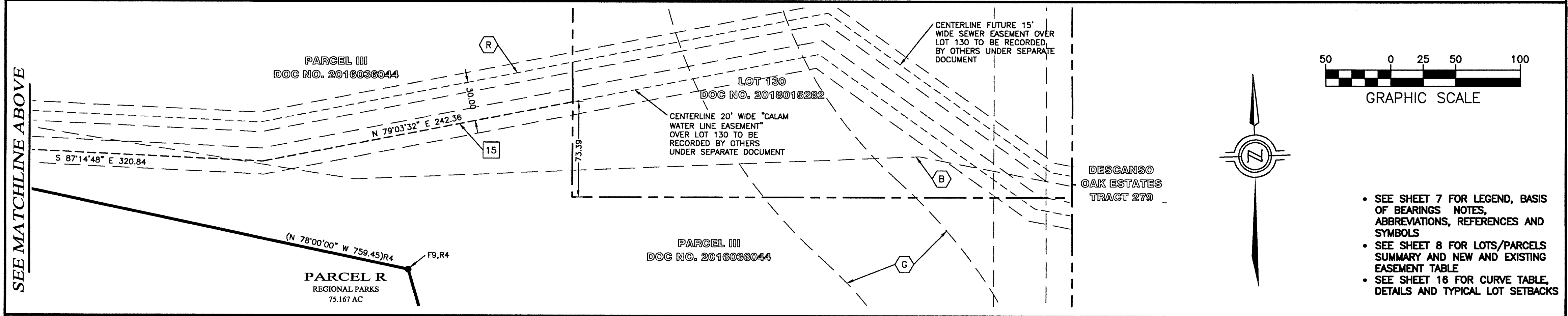
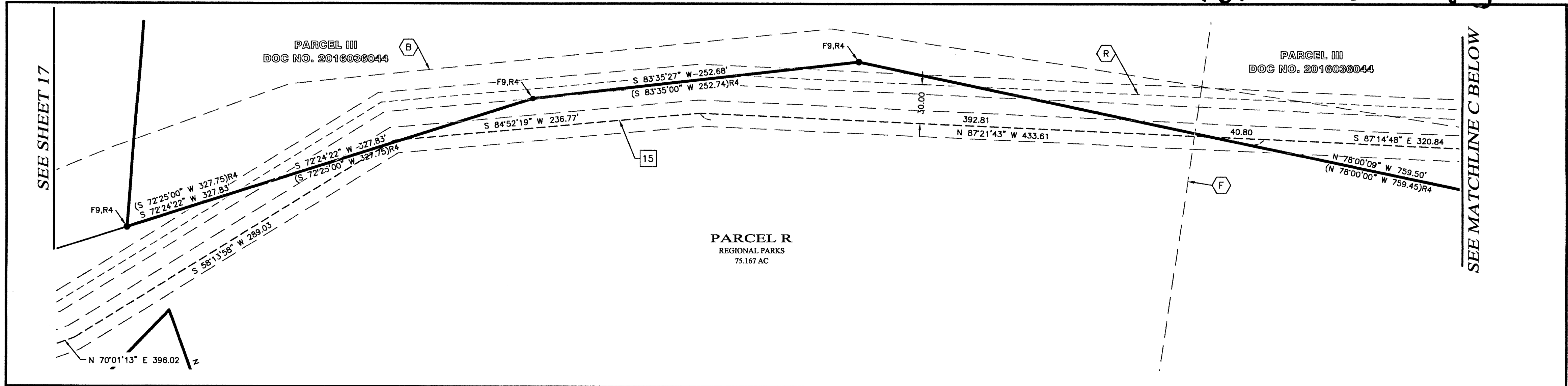
2460 Garden Road, Suite G, Monterey California 93940
P: 831.655.2723 F: 831.655.3425
LandEngineers.com

PREPARED FOR:

RANCHO CANADA VENTURE, LLC

POST OFFICE BOX 450
CARMEL, CALIFORNIA 93921





- SEE SHEET 7 FOR LEGEND, BASIS OF BEARINGS, NOTES, ABBREVIATIONS, REFERENCES AND SYMBOLS
- SEE SHEET 8 FOR LOTS/PARCELS SUMMARY AND NEW AND EXISTING EASEMENT TABLE
- SEE SHEET 16 FOR CURVE TABLE, DETAILS AND TYPICAL LOT SETBACKS

LINE TABLE			
LINE	LENGTH	DIRECTION	RECORD
L1	38.68'	S 89°59'15" E	
L2	27.16'	S 30°29'23" E	
L3	13.63'	S 74°15'53" E	
L4	69.38'	N 0°00'45" W	
L5	319.67'	S 0°00'48" W	319.67 NORTH R2
L6	4.26'	N 58°42'30" E	MR2
L7	158.33'	S 81°59'50" E	
L8	51.55'	N 36°32'06" W	
L9	8.50'	N 58°42'30" E	
L10	43.99'	N 89°59'15" W	
L11	34.72'	N 68°42'24" E	
L12	46.89'	N 3°50'44" E	
L13	67.67'	N 28°14'23" E	
L14	19.13'	N 16°11'34" E	173.96 N 16°15'00" E R4
L15	174.08'	N 16°15'06" W	
L16	37.53'	N 69°27'45" E	37.53 N 69°27'00" E R4
L17	6.00'	S 0°00'45" W	

L18	45.65'	S 0°00'45" W	MR8			
L19	84.00'	S 73°17'04" E				
L20	36.48'	S 0°04'57" E	35.50'	N 00°00'00" E	R4	
L21	232.59'	N 89°59'19" E	232.65'	N 89°59'45" W	R1	
L22	421.26'	N 0°00'05" E	421.4'	S 00°00'45" E	R1	
L23	638.80'	N 89°59'15" W	638.85'	N 89°59'15" W	R1	
L24	26.86'	S 22°35'30" W	26.99'	S 22°35'30" W	R7	
L25	1114.25'	N 89°59'15" W	1114.1'	N 89°59'15" W	R7	
L26	370.07'	N 0°00'48" E	400.44' N 90°00'00" E R4			
L27	400.47'	N 90°00'00" E				
L28	4.26'	N 58°42'30" E				
L29	8.50'	N 58°42'30" E				
L30	28.00'	N 0°00'48" E	84.92' NORTH R7			
L31	84.80'	N 0°00'48" E				
L32	43.00'	S 77°56'46" W				
L33	43.00'	S 15°44'07" W				
L34	39.74'	N 80°06'30" E				
L35	39.74'	N 37°18'31" E				
L36	35.45'	N 42°08'42" E				
L37	45.33'	N 86°25'29" E				

L38	20.21'	N 33°25'12" W	L39	21.71'	N 2°13'11" W	L58	47.73'	N 0°49'54" W	L78	106.90'	S 84°15'51" W
L40	20.00'	N 25°06'58" W	L41	20.00'	N 25°06'58" W	L59	51.55'	N 36°32'06" W	L79	237.80'	S 67°50'36" W
L42	58.16'	N 19°08'52" W	L43	49.25'	N 67°30'45" E	L60	62.49'	N 7°31'50" W	L80	392.69'	S 57°31'42" W
L44	18.30'	N 10°19'48" W	L45	56.96'	N 59°59'21" E	L61	65.35'	S 77°53'15" W	L81	170.23'	S 52°11'38" W
L46	18.15'	N 78°35'24" W	L47	116.28'	S 17°53'47" W	L62	45.05'	N 46°24'50" W	L82	202.47'	S 60°39'40" W
L48	12.00'	N 0°05'01" E	L49	55.49'	N 58°31'23" E	L63	82.43'	S 77°57'49" W	L83	34.27'	S 27°33'57" E
L50	30.19'	N 28°39'46" W	L51	28.14'	N 86°08'20" W	L64	113.55'	S 82°59'45" W	L84	229.79'	S 44°47'26" E
L52	20.50'	N 24°48'20" W	L53	13.50'	N 24°48'20" W	L65	97.91'	N 77°02'58" W	L85	50.27'	S 0°29'10" E
L54	26.50'	N 54°41'42" W	L55	26.50'	N 54°41'42" W	L66	478.45'	N 80°12'54" W	L86	88.70'	N 40°40'31" E
L56	26.50'	S 22°50'45" E	L57	26.50'	S 22°58'23" E	L67	37.98'	S 81°57'45" W	L87	89.76'	N 71°55'26" E
						L68	86.49'	N 71°13'41" W			
						L69	75.50'	S 36°44'13" W			
						L70	202.69'	S 41°10'12" W			
						L71	249.25'	S 52°42'56" W			
						L72	207.28'	S 56°29'26" W			
						L73	139.17'	S 79°55'54" W			
						L74	132.82'	S 54°20'58" W			
						L75	111.99'	S 83°15'06" W			
						L76	44.74'	S 9°43'25" W			
						L77	239.56'	S 71°59'18" W			

TRACT NO. 1564
RANCHO CAÑADA VILLAGE
A PRIVATE ROAD SUBDIVISION OF

CERTAIN REAL PROPERTY SITUATE, LYING AND BEING IN RANCHO CAÑADA DE LA SEGUNDA, IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, BEING A PART OF LOT 12, LOT 13 AND LOT 14 AS SHOWN AND SO DESIGNATED UPON THAT CERTAIN MAP ENTITLED "PARTITION MAP OF HATTON PROPERTY IN RANCHO CAÑADA DE LA SEGUNDA", RECORDED MARCH 17, 1927 IN VOLUME 109, PAGE 1 OFFICIAL RECORDS OF MONTEREY COUNTY AND PARCELS 1 AND 2 AS SHOWN AND SO UPON THAT CERTAIN RECORD OF SURVEY MAP RECORDED JANUARY 21, 2010 IN VOLUME 31 OF SURVEYS AT PAGE 1 OFFICIAL RECORDS OF MONTEREY COUNTY.

APRIL 2023
(WITH FINAL CORRECTIONS)

PREPARED BY:

L&S ENGINEERING AND SURVEYING, INC.

2460 Garden Road, Suite G, Monterey California 93940
P: 831.655.2723 F: 831.655.3425
LandEngineers.com

PREPARED FOR:

RANCHO CANADA VENTURE, LLC

POST OFFICE BOX 450
CARMEL, CALIFORNIA 93921

SHEET 18 OF 18

This page intentionally left blank