

Attachment C

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2022008941

Stephen L. Vagnini
Monterey County Clerk-Recorder

02/22/2022 03:26 PM

Recorded at the request of:
CONSERVANCY FOR THE RANGE OF

Titles: 1 Pages: 12

Fees: \$55.00
Taxes: \$0.00
AMT PAID: \$55.00



When recorded return to:
COUNTY OF MONTEREY
HOUSING AND COMMUNITY
DEVELOPMENT PLANNING
DEPARTMENT
Attn: Fionna Jensen
1441 Schilling Place, 2nd Floor
Salinas, CA 93901
(831) 796-6407

Space above for Recorder's Use

~~No fee document pursuant to Government Code Section 27383~~ J.L.

Permit No.: PLN210263

The Conservancy for the Range
of the Condor

Project Planner: Jensen

418-132-009-000 and

APNs: 418-132-010-000

The Undersigned Grantor(s) Declare(s):
DOCUMENTARY TRANSFER TAX OF \$ Q
[] computed on the consideration or full value of
property conveyed, OR
[] computed on the consideration or full value less
value of liens and/or encumbrances remaining at
time of sale,
[] unincorporated area; and
[X] Exempt from transfer tax,
Reason: Transfer to a governmental entity

Signature of Declarant or Agent

**AMENDED CONSERVATION AND SCENIC
EASEMENT DEED
(COASTAL)**

This Amendment to the Conservation and Scenic Easement (hereinafter "Amendment") is made this 31st day of JAN, 2022 by and between The Conservancy for the Range of the Condor, a California Corporation, as Grantor, and the County of Monterey, a political subdivision of the State of California, as Grantee.

WITNESSETH:

WHEREAS, said Granter is the owner in fee of the real property more particularly described in Exhibit A attached hereto and made a part hereof, situated in Monterey County, California (the "Property"), in the Big Sur Coast Land Use Plan area; and

WHEREAS, Grantor's predecessor in interest, Marshal Rothman, granted a Conservation and Scenic Easement recorded February 4, 1994, at Reel 3063, Page 369, Official Records of Monterey County (the "1994 Easement"); and

WHEREAS, Grantors applied to the County for an Amended Conservation and Scenic Easement (PLN210263), (the "Amended Easement") to amend the existing 1994 Easement to voluntarily grant to the County a conservation and scenic easement over the entirety of Lots 1 and 8, as shown on the map filed January 6, 1994, in the Office of the County Recorder of Monterey County, Volume 18, Page 92; and

WHEREAS, said Grantors are willing to grant to the County of Monterey the conservation and scenic use to protect the present scenic beauty and existing openness by the restricted use and enjoyment of the Property by the Grantors through the imposition of the conditions described in the 1994 Easement (Document No. 9783, recorded February 4, 1994) and hereinafter expressed; and

WHEREAS, the revised boundaries of the Amended Easement are to include the entire property as described in Exhibit A, and apply to Lots 1 and 8 only;

WHEREAS, Grantors and Grantee intend that this Amendment shall amend the 1994 Easement insofar as the location of the easement on the Property, with all other terms to remain in effect; and

WHEREAS, it is intended that this Amended Easement is irrevocable and shall constitute enforceable restrictions within the meaning of Article XIII, Section 8, of the California Constitution and that said easement shall thereby qualify as an enforceable restriction under the provision of the California Revenue and Taxation Code, section 402.1.

NOW, THEREFORE, Grantors and Grantee agree as follows:

1. The boundaries and description of this Amended Conservation and Scenic Easement Deed as described on Exhibit A shall amend the Conservation and Scenic Easement Deed as recorded previously as to Lots 1 and 8 only.
2. Paragraph A LAND SUBJECT TO EASEMENT is amended to include the following: ...made a part hereof, "and is the Conservation Area, consisting of that portion of the Property (Lot 1) that contains an archaeological easement, as depicted on that Map filed January 6, 1994 in the Office of the County

as depicted on that Map filed January 6, 1994 in the Office of the County Recorder of Monterey County, State of California, in Volume 18, Surveys, Page 92.”

3. Paragraph B RESTRICTIONS subsection 1 is amended to state: “That no structures will be placed or erected upon said Conservation and Scenic Easement Area except: None” Language thereafter deleted.
 4. Paragraph B RESTRICTION subsection 3 is amended to state: “That the Grantor shall not plant nor permit to be planted any vegetation upon said premises, except: None”
 5. Paragraph C EXCEPTIONS and RESERVATIONS is amended by adding paragraph 3 as follows: “Management of vegetation within the Amended Easement area in accordance with future Fuel Management Plan that may be approved by and retained on file with the Monterey County Planning Department.”
6. All other terms and conditions of the original Conservation and Scenic Easement Deed shall remain in full force and effect and are incorporated herein by this reference.
 7. This Amended Conservation and Scenic Easement Deed shall run with the land and burden the property, and all obligations, terms, conditions, and restrictions hereby imposed shall be deemed to be covenants and restrictions running with the land and shall be effective limitations on the use of the property from the date of recordation of this document and shall bind the Grantors and all its successors and assigns. This grant shall benefit the County of Monterey and its successors and assigns forever.
 8. The Grantee shall not be obligated to maintain, improve, or otherwise expend any funds in connection with the property or any interest or easement created by this grant of easement. All costs and expenses for such maintenance, improvement use, or possession shall be borne by the Grantors, except for costs incurred by Grantee for monitoring compliance with the terms of this easement.
 9. This conveyance is made and accepted upon the express condition that the Grantee, its agencies, departments, officers, agents, and employees are to be free from all liability and claim for damage by reason of any injury to any person or persons, including Grantors, or property of any kind whatsoever and to whomsoever belonging, including

Grantors, from any cause or causes whatsoever, except matters arising out of the sole negligence of the Grantee, while in, upon, or in any way connected with the property, Grantors hereby covenanting and agreeing to indemnify and hold harmless the Grantee, its agencies, departments, officers, agents, and employees from all liability, loss, cost, and obligations on account of or arising out of such injuries or losses however occurring. The Grantee shall have no right of control over, nor duties and responsibilities with respect to the property which would subject the Grantee to any liability occurring upon the land by virtue of the fact that the right of the Grantee to enter the land is strictly limited to preventing uses inconsistent with the interest granted, the property is not "property of a public entity" or "public property," and Grantee's rights herein do not include the right to enter the land for the purposes of correcting any "dangerous condition" as those terms are defined by California Government Code Section 830.

10. The terms, covenants, conditions, exceptions, obligations, and reservations contained in this conveyance shall be binding upon and inure to the benefit of the successors and assigns of both the Grantors and the Grantee, whether voluntary or involuntary.

11. If any provision of this conservation and scenic easement is held to be invalid or for any reason becomes unenforceable, no other provision shall be thereby affected or impaired.

Executed this 31 day of January 2022, at Monterey, California.

Conservancy for the Range of the Condor

By: 
(Signature)

Don L. Gruber
(Print or Type Name and Title)

By: _____
(Signature)

(Print or Type Name and Title)

NOTE TO NOTARY PUBLIC: If you are notarizing the signatures of persons, signing on behalf of a corporation, partnership, trust, etc., please use the correct notary jurat (acknowledgment) as explained in your Notary Public Law Book.

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.

J.L.

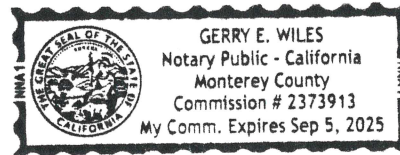
STATE OF CALIFORNIA)
COUNTY OF MONTEREY)

On 1-31-2022 before me, GERRY E. WILES, a Notary Public, personally appeared DON L. GRUBER, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Gerry E. Wiles



(Seal)

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)

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

(Seal)

ACCEPTANCE AND CONSENT TO RECORDATION

**EXHIBITS TO BE ATTACHED TO:
CONSERVATION AND SCENIC EASEMENT DEED**

1. **EXHIBIT "A"**: Full legal description of the entire property.

"ANY EXHIBIT(S) MUST BE NO LARGER THAN 8 1/2" X 14"

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Exhibit A

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EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 418-132-001 and 418-132-008

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF MONTEREY, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL I:

Lot 1, as shown on the Map filed January 6, 1994 in the Office of the County Recorder of Monterey County, State of California, in Volume 18, Surveys, Page 92, entirely subject to scenic easement.

Excepting unto the State of California on-sixteenth of all coal, oil, gas, and other mineral deposits contained in said lands, as provided by an act of the legislature approved May 25, 1921 (Chapter 303, Statutes of California, 1291), as reserved in the Patent to John Sassell, recorded May 16, 1927, in Volume 110, of Official Records of Monterey County, Page 445.

PARCEL I(A):

A non-exclusive easement, 30 foot wide, for road and utility purposes as shown and so designated on that certain Map filed January 6, 1994 in the Office of the County Recorder of Monterey County, State of California, in Volume 18, of Surveys, at Page 92.

Excepting therefrom that portion lying within Parcel I above, and that portion lying within Lot 10 as said lot is shown on the map referred to in Parcel I above.

PARCEL I(B):

A non-exclusive easement, 60 foot wide, for road and utility purposes as shown and so designated on that Map filed January 6, 1994 in the Office of the County Recorder of Monterey County, State of California, in Volume 18, Surveys, Page 92.

Excepting therefrom that portion lying within Parcel I above.

PARCEL II:

Lot 8, as shown on the Map filed January 6, 1994 in the Office of the County Recorder of Monterey County, State of California, in Volume 18, Surveys, Page 92, entirely subject to scenic easement.

Excepting unto the State of California on-sixteenth of all coal, oil, gas, and other mineral deposits contained in said lands, as provided by an act of the legislature approved May 25, 1921 (Chapter 303, Statutes of California, 1291), as reserved in the Patent to John Sassell, recorded May 16, 1927, in Volume 110, of Official Records of Monterey County, Page 445.

PARCEL II(A):

A non-exclusive easement, 30 foot wide, for road and utility purposes as shown and so designated on that certain Map filed January 6, 1994 in the Office of the County Recorder of Monterey County, State of California, in Volume 18, of Surveys, at Page 92.

Excepting therefrom that portion lying within Parcel II above.

PARCEL II(B):

A non-exclusive easement, 60 foot wide, for road and utility purposes as shown and so designated on that Map

EXHIBIT "A"
Legal Description
(continued)

filed January 6, 1994 in the Office of the County Recorder of Monterey County, State of California, in
Volume 18, Surveys, Page 92.

Excepting therefrom that portion lying within Parcel II above.