

2020032708

Stephen L. Vagnini
Monterey County Clerk-Recorder

07/07/2020 01:08 PM

Recorded at the request of:
LLOYD HARON LAW OFFICE

Titles: 1 Pages: 18

Fees: \$73.00
Taxes: \$0.00
AMT PAID: \$73.00



When recorded return to:
MONTEREY COUNTY RESOURCE
MANAGEMENT AGENCY
PLANNING DEPARTMENT
Attn: RICHARD "CRAIG" SMITH
1441 Schilling Pl, South 2nd Floor
Salinas, CA 93901
(831) 755-5025

Space above for Recorder's Use

Permit No.: PLN060430
Resolution No.: 060430
Peter K. Barker and Robin B. Barker, Trustee of the Peter and Robin Barker Living Trust dated November 8, 2003
Owner Name:
Project Planner: Richard "Craig" Smith
APN: 008-281-027-000

The Undersigned Grantor(s) Declare(s):
DOCUMENTARY TRANSFER TAX OF \$ 0
[] 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

Mark Sum

Signature of Declarant or Agent

**CONSERVATION AND SCENIC EASEMENT DEED
(DEL MONTE FOREST - COASTAL)**

THIS DEED made this 6th day of December 2019, by and between Peter K. Barker and Robin B. Barker, Trustee of the Peter and Robin Barker Living Trust dated November 8, 2003 as Grantor, and the DEL MONTE FOREST CONSERVANCY, a California non-profit corporation, as Grantee, on behalf of the County of Monterey (hereinafter "County")

WITNESSETH:

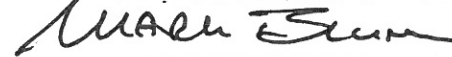
WHEREAS, said Grantor is the owner in fee of the real property more particularly described in Exhibit "A" attached hereto and made a part hereof, situated in Monterey County, California (hereinafter the "Property"); and

When recorded return to:
MONTEREY COUNTY RESOURCE
MANAGEMENT AGENCY
PLANNING DEPARTMENT
Attn: **RICHARD "CRAIG" SMITH**
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THIS DEED made this 6th day of December 2019, by and between **Peter K. Barker and Robin B. Barker, Trustee of the Peter and Robin Barker Living Trust dated November 8, 2003** as Grantor, and the **DEL MONTE FOREST CONSERVANCY**, a California non-profit corporation, as Grantee, on behalf of the County of Monterey (hereinafter "County")

WITNESSETH:

WHEREAS, said Grantor 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 (hereinafter the "Property"); and

WHEREAS, the Property of said Grantor has certain natural scenic beauty and existing openness; and

WHEREAS, the Grantor and the Grantee desire to preserve and conserve for the public benefit the great natural scenic beauty and existing openness, natural condition and present state of use of the Property of the Grantor; and

WHEREAS, the California Coastal Act of 1976, (hereinafter referred to as the "Act") requires that any coastal development permit approved by the County must be consistent with the provisions of the certified Local Coastal Program (LCP); and

WHEREAS, pursuant to the Act, and the LCP, Grantor applied to the County for a permit to undertake development as defined in the LCP; and

WHEREAS, a **Minor and Trivial Amendment to a Combined Development Permit** consisting of **Coastal Development Permits, a Coastal Administrative Permit and Design Approval** (File Number **PLN060430**) (hereinafter referred to as the "Permit") was granted on **February 18, 2016** by the Monterey County **Director of RMA - Planning** pursuant to the Findings, Evidence and Conditions contained in Resolution No. **060430**, attached hereto as Exhibit "B" and hereby incorporated by reference, (hereinafter the "Resolution") subject to the following condition(s):

Condition No. 31

A Scenic and Conservation Easement shall be granted to the County of Monterey for the areas comprising environmentally sensitive habitat outside of the approved driveway access and the house footprints. The easement shall be submitted to and approved by the Director of the Planning and Building Inspection Department.

WHEREAS, the specific resources being protected are environmentally sensitive habitat; and

WHEREAS, the County, acting on behalf of the People of the State of California and pursuant to the Act, and in accordance with the findings contained in the Resolution granted the Permit to the Grantor upon condition (hereinafter the "Condition") described above requiring inter alia, that the Grantor record a conservation and scenic easement (hereinafter "easement") affecting a portion of the Property as shown in Exhibit "C" attached hereto and hereby incorporated by reference (the "Conservation and Scenic Easement Area"), and agree to restrict development on and use of the Property so as to preserve the open space, scenic, and/or natural resource values present on the Property and so as to prevent the adverse direct and cumulative effects on coastal

resources and public access to the coast which could occur if the Property were not restricted in accordance with this easement; and

WHEREAS, the County has placed the Condition on the permit because a finding must be made under the law that the proposed development is in conformity with the provisions of the certified Local Coastal Program and that in the absence of the protections provided by the Condition said finding could not be made; and

WHEREAS, Grantor has elected to comply with the Condition and execute this easement so as to enable Grantor to undertake the development authorized by the Permit; and

WHEREAS, it is intended that this 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; and

WHEREAS, the said Grantor is willing to grant to the Del Monte Forest Conservancy the conservation and scenic use as herein expressed of the Property, and thereby protect the present scenic beauty and existing openness by the restricted use and enjoyment of the Property by the Grantor through the imposition of the conditions hereinafter expressed;

NOW, THEREFORE, the Grantor does hereby grant and convey unto the Del Monte Forest Conservancy on behalf of the County of Monterey an estate, interest, and Conservation and Scenic Easement Area of the nature and character and to the extent hereinafter expressed, which estate, interest, and easement will result from the restrictions hereby imposed upon the use of said Property by said Grantor, and to that end and for the purposes of accomplishing the intent of the parties hereto, said Grantor covenants on behalf of itself, its heirs, successors, and assigns, with the said Grantee, its successors and assigns, to do and refrain from doing severally and collectively upon the Grantor's Property the various acts hereinafter mentioned.

A. **PROPERTY SUBJECT TO EASEMENT.** The portion of Property of the Grantor hereinabove referred to and to which the provisions of this instrument apply is situated in the County of Monterey, State of California, and is particularly described and depicted in Exhibit "C", attached hereto, and made a part hereof, and is the Conservation and Scenic Easement Area (as previously defined). Angle points of easement boundaries shall be permanently marked or monumented with surveyors'

pipe or similar prior to commencement of grading so that the Conservation and Scenic Easement Area can be easily identified both during and after construction.

B. RESTRICTIONS. Except as otherwise provided herein, the restrictions hereby imposed upon the use of the Conservation and Scenic Easement Area by the Grantor and the acts which said Grantor shall refrain from doing upon the Conservation and Scenic Easement Area in connection herewith are, and shall be, as follows:

1. That no structures will be placed or erected upon said Conservation and Scenic Easement Area.

2. That no advertising of any kind or nature shall be located on or within the Conservation and Scenic Easement Area.

3. That the Grantor shall not plant nor permit to be planted any vegetation upon the Conservation and Scenic Easement Area, except drought tolerant native plants and include Silver bush lupine, Tree lupine and Mock heather to improve habitat for the black legless lizard, as well as native vegetation to enhance Monterey cypress habitat, and approved by the County and the Grantee. Periodic efforts to control invasive non-native plants within the easement area are encouraged. No Exceptions.

4. That, except for the construction, alteration, relocation and maintenance of public roads, public and private pedestrian trails, the general topography of the landscape shall be maintained in its present condition and no excavation or topographic changes shall be made.

5. That no use of the Conservation and Scenic Easement Area which will or does materially alter the landscape or other attractive scenic features of said Property other than those specified above shall be done or suffered.

6. Grantor shall provide Grantee with copies of all Site and Construction Plans (e.g. Site, Grading, Utility, Drainage, Erosion Control and Landscape plans, etc.) showing the location of existing and proposed facilities of the materials and specifications for proposed grading and construction within and immediately adjacent to the Easement area. An advance notice is required from Grantor to Grantee whenever maintenance or construction activities will occur within or immediately adjacent to the Easement.

C. EXCEPTIONS AND RESERVATIONS. The following are excepted and reserved to the Grantor with the understanding that the purpose of the easement is to preserve to the most feasible extent the drought tolerant native plants, including Silver

bush lupine, Tree lupine and Mock heather, to improve habitat for the black legless lizard, as well as native vegetation to enhance Monterey cypress habitat and the natural vegetation and topography and that all exceptions and reservations of Grantor shall minimize disturbance to these features using the best available technologies and practices to be implemented consistent with the objectives, purposes and conditions of this easement in consultation with Grantee:

1. The right to maintain all existing private roads, bridges, trails and structures upon the Conservation and Scenic Easement Area.
2. The use and occupancy of the Conservation and Scenic Easement Area not inconsistent with the conditions and restrictions herein imposed.
3. Management of vegetation within the Conservation and Scenic Easement Area in accordance with the Fuel Management Plan approved with the Permit on file with Monterey County RMA-Planning.

D. SUBJECT TO APPLICABLE LAWS. Land uses permitted or reserved to the Grantor by this instrument shall be subject to all applicable laws regulating the use of land.

E. BENEFIT AND BURDEN. This grant of conservation and scenic easement shall run with 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 Grantor and all of its successors and assigns. This grant shall benefit the Del Monte Forest Conservancy on behalf of the County of Monterey and its successors and assigns forever. This grant shall further benefit the County of Monterey in the event that the Del Monte Forest Conservancy is unable to adequately manage the conservation and scenic easement for the intended purpose of scenic and visual resource protection.

F. RIGHT OF ENTRY. The Grantee or its agent may enter onto the Property to ascertain whether the use restrictions set forth above are being observed at times reasonably acceptable to the Grantor. The public may not enter onto the Property.

G. ENFORCEMENT. Any act or any conveyance, contract, or authorization whether written or oral by the Grantor which uses or would cause to be used or would permit use of the Conservation and Scenic Easement Area contrary to the terms of this grant of easement will be deemed a breach hereof. The Grantee or the County may

bring any action in court necessary to enforce this grant of easement, including, but not limited to, injunction to terminate a breaching activity and to force the restoration of all damage done by such activity, or an action to enforce the terms and provisions hereof by specific performance. It is understood and agreed that the Grantee or the County may pursue any appropriate legal and equitable remedies. The Grantee or the County shall have sole discretion to determine under what circumstances an action to enforce the terms and conditions of this grant of easement shall be brought in law or in equity. Any forbearance on the part of the Grantee or the County to enforce the terms and provisions hereof in the event of a breach shall not be deemed a waiver of Grantee's or the County's rights regarding any subsequent breach.

H. MAINTENANCE. The Grantee or the County 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 Grantor, except for costs incurred by Grantee or the County for monitoring compliance with the terms of this easement.

I. LIABILITY AND INDEMNIFICATION. This conveyance is made and accepted upon the express condition that the Grantee, the County, and their 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 Grantor, or property of any kind whatsoever and to whomsoever belonging, including Grantor, from any cause or causes whatsoever, except matters arising out of the sole negligence of the Grantee or the County, while in, upon, or in any way connected with the Property, Grantor hereby covenanting and agreeing to indemnify and hold harmless the Grantee, the County, and their 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 and the County shall have no right of control over, nor duties and responsibilities with respect to the Property which would subject the Grantee or the County to any liability occurring upon the Property by virtue of the fact that the right of the Grantee to enter the Property or Conservation and Scenic Easement Area 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 Property or Conservation and Scenic Easement Area for

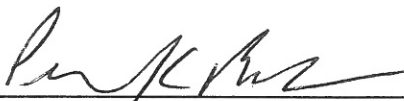


the purposes of correcting any "dangerous condition" as those terms are defined by California Government Code Section 830.

J. SUCCESSORS AND ASSIGNS. 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 Grantor and the Grantee and the County, whether voluntary or involuntary.

K. CONSTRUCTION OF VALIDITY. 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 6TH day of December, 2019, at Carmel, California.

The Peter and Robin Barker Living Trust dated November 8, 2003

By:  (Signature)
By:  (Signature)

Peter K. Barker, Trustee (Print or Type Name and Title)
Robin B. Barker, Trustee (Print or Type Name and Title)

**CONSERVATION AND SCENIC EASEMENT DEED
SIGNATURE CONTINUATION PAGE**

GRANTEE:

Accepted and Authorized to be Recorded by the Del Monte Forest Conservancy:

DEL MONTE FOREST CONSERVANCY, INC.

A Nonprofit California Corporation

By: Ned Van Roekel

Dated: 4-13-2020

Print Name: NED VAN ROEKEL

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.

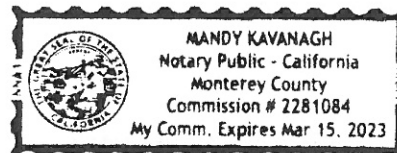
STATE OF CALIFORNIA)
) SS.
COUNTY OF MONTEREY)

On April 13, 2020 before me, Mandy Kavanagh, a Notary Public, personally appeared Ned Vanroekel, 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 Mandy Kavanagh



(Seal)

Exhibit A

PARCEL 2, IN THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, A SAID PARCEL IS SHOWN AND DESIGNATED ON THAT CERTAIN RECORD OF SURVEY MAP RECORDED NOVEMBER 8, 2001 IN VOLUME 25, PAGE 21 OF SURVEY MAPS, MONTEREY COUNTY RECORDS.

SUBJECT TO A NON-EXCLUSIVE EASEMENT FOR DRIVEWAY AND UTILITY PURPOSES OVER, UNDER AND ACROSS THAT CERTAIN STRIP OF LAND DESIGNATED "PROPOSED 20' WIDE DRIVEWAY EASEMENT" AS SHOWN ON THE MAP REFERRED TO ABOVE.

Exhibit A

Page 1 of 1 Pages

MIKE NOVO, DIRECTOR
RESOURCE MANAGEMENT AGENCY
PLANNING DEPARTMENT

STATE OF CALIFORNIA
COUNTY OF MONTEREY

FILE NO. PLN060430
Minor and Trivial Amendment to
Combined Development Permit PLN050090/BAKER
DEL MONTE FOREST LAND USE PLAN
FINDINGS AND DECISION

In the matter of the application by **Peter K. & Robin B. Barker Trust** for a Minor and Trivial Amendment to Combined Development Permit No. PLN050090 in accordance with Monterey County Code Title 20 (Zoning) Section 20.70.105 (Amendments to Coastal Development Permits), unless objections are received within 10 days of noticing, the amendment will be granted. The project consists of an amendment to a Combined Development Permit (PLN050090) consisting of: 1) Modifications to the driveway configuration/access; 2) Revision to condition number 12 (Planning Commission Resolution No. 06002) to include, the planting of 10 cypress trees from the native gene pool; 3) Revision to Condition Number 13 (Planning Commission Resolution No. 06002) to include, the planting of native vegetation to enhance the legless lizard and Monterey cypress habitat and; 4) The addition of a condition that would require a Scenic and Conservation Easement to protect the environmentally sensitive habitat areas. These modifications shall be in addition to the previously applied finding, evidence and conditions of Combined Development Permit (PLN050090). The property is located at 1125 Porque Lane, Pebble Beach (Assessor's Parcel Number 008-281-027-000), Del Monte Forest Land Use Plan, Coastal Zone.

The Director of Resource Management Agency Planning Department, having considered the application and the evidence presented relating thereto, finds:

FINDINGS OF FACT

1. FINDING: The County has solicited an amendment to a Combined Development Permit (PLN050090) consisting of: 1) A Coastal Development Permit to allow development within 750 feet of a known archaeological resource; 2) A Coastal Development Permit for the removal of 5 Monterey Pine and Cypress trees; and 3) Coastal Administrative Permit and Design Approval to construct a 4,862 square foot, one-story, single family residence, an attached 770 square foot two-car garage, driveway and motor court. The Minor & Trivial Amendment application seeks to: 1) Modify the driveway configuration/access; 2) Revise condition number 12 (Planning Commission Resolution No. 06002) to include the planting of 10 cypress trees from the native gene pool; 3) Revise condition number 13 (Planning Commission Resolution No. 06002) to include the planing of native vegetation to enhance the legless lizard and Monterey cypress habitats and; 4) add a condition that would require a Scenic and Conservation Easement to protect the environmentally sensitive habitat areas. These modifications shall be in addition to the previously applied finding,

- evidence and conditions of Combined Development Permit (PLN050090).
- EVIDENCE: Materials contained in Planning and Building Inspection File No. PLN060430
2. FINDING: The project as proposed is consistent with the previously approved use on the property.
EVIDENCE: The amendment was reviewed by staff; issues were identified that were not addressed in the original permit.
3. FINDING: Consideration of the request for the amendment has been carried out pursuant to Monterey County Code Sections 20. 70.105.
EVIDENCE: Materials in Planning and Building Inspection File No. PLN060430.
4. FINDING: Notice of the permit amendment has been carried out pursuant to Section 20.84.040(A) of Monterey County Code Title 20 (Zoning).
EVIDENCE: Documents in File No. PLN060430.
5. FINDING: The project, as approved, is appealable to the Board of Supervisors and to the California Coastal Commission.
EVIDENCE: Title 20, Chapter 20.86 (Appeals) of the Monterey County Coastal Implementation Plan.

THEREFORE, it is the decision of the Director of the Resource Management Agency – Planning Department to approve said amendment to Combined Development Permit (PLN050090) consisting of: 1) Modifications to the driveway configuration/access; 2) Revision to condition number 12 (Planning Commission Resolution No. 06002) to include, the planting of 10 cypress trees from the native gene pool; 3) Revision to condition number 13 (Planning Commission Resolution No. 06002) to include, the planting of native vegetation to enhance the legless lizard and Monterey cypress habitat and; 4) The addition of a condition that would require a Scenic and Conservation Easement to protect the environmentally sensitive habitat areas. These modifications shall be in addition to the previously applied finding, evidence and conditions of Combined Development Permit (PLN050090). Conditions of permit approval for the original application (Planning File No. PLN050090) remain in effect. Said conditions modified by this amendment are as documented and said amendment is granted subject to the attached conditions. The conditions of Combined Development Permit (PLN050090) have been incorporated.

PASSED AND ADOPTED THIS 18Th DAY OF FEBRUARY, 2016.



MIKE NOVO, DIRECTOR
RMA – PLANNING DEPARTMENT

COPY OF THIS DECISION WAS MAILED TO THE APPLICANT AND THE CALIFORNIA COASTAL COMMISSION ON FEBRUARY 19, 2016.

Exhibit B
Page 2 of 3 Pages

NOTE:

1. You may need a building and/or grading permit and must comply with the Monterey County Resource Management Agency-Building Services Department Ordinance in every respect.

Additionally, the Zoning Ordinance provides that no building permit shall be issued, nor any use conducted, otherwise than in accordance with the conditions and terms of the permit granted or until ten working days after the mailing of the notice of the granting of the permit by the appropriate authority, or after granting of the permit by the Planning Commission in the event of an appeal.

Do not start any construction or occupy any building until you have obtained the necessary permits and use clearances from the Monterey County Resource Management Agency - Planning Department.

2. This permit expires two years after the above date of granting thereof unless construction or use is started with this period.

Exhibit B

Page 3 of 3 Pages

Exhibit C

LEGAL DESCRIPTION

An easement for conservation and scenic purposes over & across a portion of Parcel 2 as shown on the map "Record of Survey for Lot Line Adjustment, Lots 3 & 3A in Block 151A, Assessor's Map of El Pescadero Rancho" filed November 8, 2001 in Volume 25 of "Surveys" at Page 21, Official Records of Monterey County, California, and being more particularly described as follows:

Beginning at a point from which the most Easterly common corner of said Parcel 2 and Parcel 1 as shown on said map bears North 55°26'00" East, 15.00 feet; thence,

- 1) South 6°24'00" East, 8.30 feet; thence,
- 2) South 72°46'00" West, 9.50 feet; thence,
- 3) South 24°17'00" West, 15.22 feet; thence,
- 4) South 14°08'30" East, 5.00 feet; thence,
- 5) North 81°51'00" West, 15.26 feet; thence,
- 6) North 6°21'40" West, 3.00 feet; thence non-tangentially,
- 7) Northwesterly along the arc of a curve concave to the Southwest, the center of which bears South 89°58'00" West, 15.00 feet, through a central angle of 94°58'00", an arc length of 24.86 feet; thence non-tangentially,
- 8) North 23°03'00" East, 11.77 feet; thence,
- 9) South 88°24'00" East, 40.34 feet to the Point of Beginning.

Together with the following portion of said Parcel 2:

Beginning at a point on the Easterly boundary of said Parcel 2 from which the most Easterly common corner of said Parcels 1 & 2 bears North 0°00'54" East, 47.55 feet; thence along said Easterly boundary,

- 10) South 0°00'54" West, 19.02 feet; thence departing said Easterly boundary,
- 11) West, 5.17 feet; thence,
- 12) South 25°36'00" West, 10.42 feet; thence,
- 13) South 28°41'00" East, 12.60 feet; thence,
- 14) South, 9.01 feet; thence,

- 15) South $41^{\circ}58'00''$ West, 10.91 feet; thence,
- 16) South $22^{\circ}16'00''$ West, 18.17 feet; thence,
- 17) South $11^{\circ}30'30''$ West, 9.27 feet to a point on the Southerly boundary of said Parcel 2; thence along said Southerly boundary,
- 18) South $59^{\circ}00'18''$ West, 96.62 feet; thence departing said Southerly boundary,
- 19) North $29^{\circ}43'00''$ West, 41.33 feet; thence,
- 20) South $61^{\circ}56'00''$ West, 16.91 feet; thence,
- 21) South $88^{\circ}49'00''$ West, 4.70 feet; thence,
- 22) North $40^{\circ}23'00''$ West, 4.70 feet; thence,
- 23) North $23^{\circ}42'00''$ East, 22.63 feet; thence,
- 24) North $31^{\circ}05'00''$ East, 25.54 feet; thence,
- 25) North $17^{\circ}42'00''$ East, 8.32 feet; thence,
- 26) South $27^{\circ}08'00''$ East, 17.51 feet; thence,
- 27) South $44^{\circ}05'00''$ East, 31.72 feet; thence,
- 28) South $83^{\circ}15'00''$ East, 11.26 feet; thence,
- 29) North $36^{\circ}08'00''$ East, 47.00 feet; thence,
- 30) North $35^{\circ}34'00''$ East, 10.78 feet; thence non-tangentially,
- 31) Northerly along the arc of a curve concave to the West, the center of which bears North $88^{\circ}06'00''$ West, 60.00 feet, through a central angle of $33^{\circ}06'00''$, an arc length of 34.66 feet; thence non-tangentially,
- 32) North $51^{\circ}49'00''$ East, 22.42 feet; thence,
- 33) South $87^{\circ}55'00''$ East, 11.67 feet; thence,
- 34) North $72^{\circ}38'00''$ East, 6.83 feet; thence,
- 35) South $35^{\circ}18'00''$ East, 6.36 feet; thence,

36) South 89°39'00" East, 14.77 feet to the Point of Beginning.

Together with the following portion of said Parcel 2:

Beginning at a point from which the most Southwesterly corner of said Parcel 2 bears South 2°52'00" West, 69.60 feet; thence,

37) North 14°03'00" West, 39.00 feet; thence tangentially,

38) Northeasterly along the arc of a curve concave to the Southeast, the center of which bears North 75°57'00" East, 15.00 feet, through a central angle of 95°02'00", an arc length of 24.88 feet; thence non-tangentially,

39) South 49°38'00" East, 4.95 feet; thence,

40) North 88°29'00" East, 12.90 feet; thence,

41) North 2°07'00" East, 5.30 feet; thence,

42) South 87°42'00" East, 6.00 feet; thence,

43) South 12°27'00" West, 8.73 feet; thence,

44) South 19°18'00" West, 14.12 feet; thence,

45) South 29°47'00" West, 25.80 feet; thence,

46) South 23°36'00" West, 15.54 feet to the Point of Beginning.

Containing 9,260 square feet, more or less.

TIE:
N 55°26'00" E
15.00'

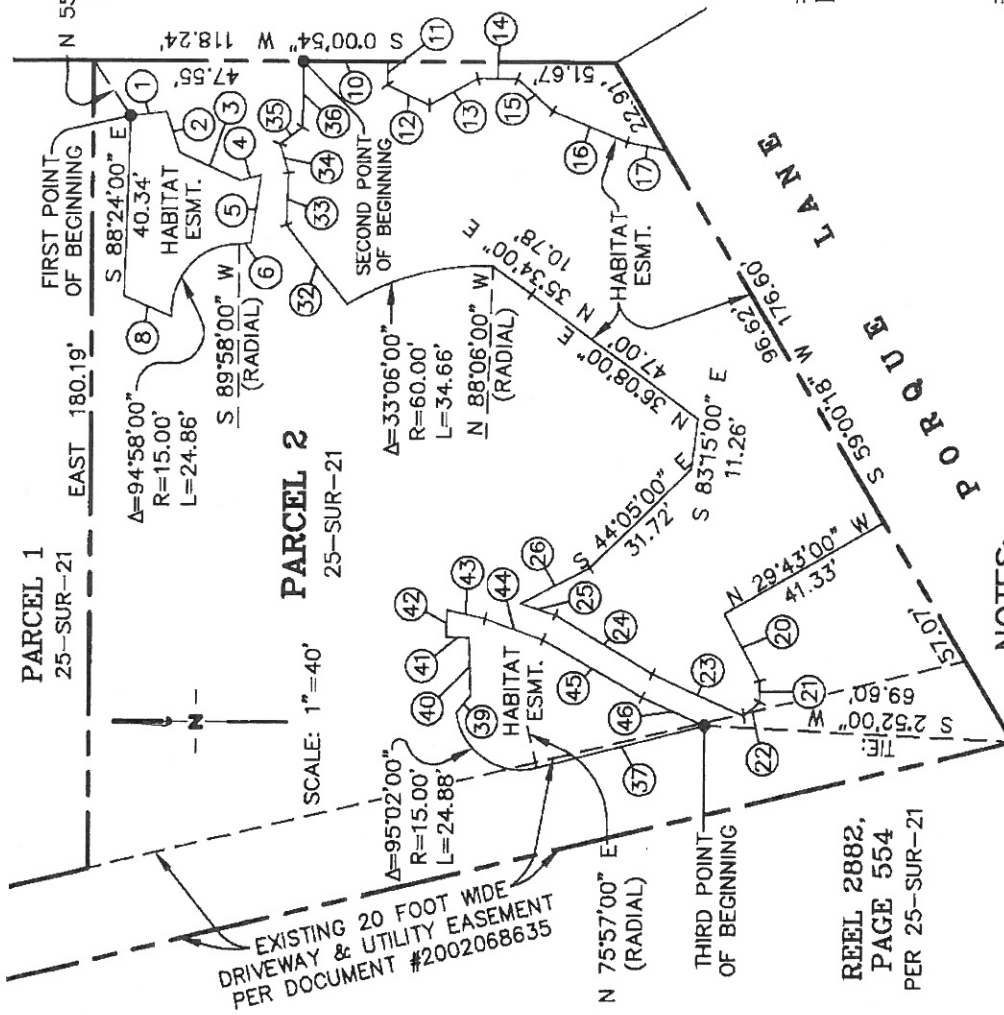


TABLE OF COURSES

1	S 6°24'00" E	8.30'	23	N 23°42'00" E	22.63'
2	S 72°46'00" W	9.50'	24	N 31°05'00" E	25.54'
3	S 24°17'00" W	15.22'	25	N 17°42'00" E	8.32'
4	S 14°08'30" E	5.00'	26	S 27°08'00" E	17.51'
5	N 81°51'00" W	15.26'	32	N 51°49'00" E	22.42'
6	N 6°21'40" W	3.00'	33	S 87°55'00" E	11.67'
8	N 23°03'00" E	11.77'	34	N 72°38'00" E	6.83'
10	S 0°00'54" W	19.02'	35	S 35°18'00" E	6.36'
11	WEST	5.17'	36	S 89°39'00" E	14.77'
12	S 25°36'00" W	10.42'	37	N 14°03'00" W	39.00'
13	S 28°41'00" E	12.60'	39	S 48°38'00" E	4.95'
14	SOUTH	9.01'	40	N 88°29'00" E	12.90'
15	S 41°58'00" W	10.91'	41	N 2°07'00" E	5.30'
16	S 22°16'00" W	18.17'	42	S 87°42'00" E	6.00'
17	S 11°30'30" W	9.27'	43	S 12°27'00" W	8.73'
20	S 61°56'00" W	16.91'	44	S 19°18'00" W	14.12'
21	S 88°49'00" W	4.70'	45	S 29°47'00" W	25.80'
22	N 40°23'00" W	4.70'	46	S 23°36'00" W	15.54'

**EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION OF
A NEW CONSERVATION AND SCENIC EASEMENT
OVER & ACROSS A PORTION OF PARCEL 2
AS SHOWN ON THE MAP FILED IN
VOLUME 25, "SURVEYS", PAGE 21**

OFFICIAL RECORDS OF MONTEREY COUNTY
PEBBLE BEACH COUNTY OF MONTEREY STATE OF CALIFORNIA

B Y
CENTRAL COAST SURVEYORS
5 HARRIS COURT, SUITE N-11
MONTEREY, CALIFORNIA 93940
Phone: (831) 394-4930 Fax: (831) 394-4931

SCALE: 1" = 40' JOB No. 16-33
PREPARED BY: DRZ
MAY 2016

APN 008-281-027

NOTES:

1. ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
2. COURSE NUMBERING IS MATCHED TO THE ACCOMPANYING LEGAL DESCRIPTION.
3. NO EASEMENTS ARE SHOWN EXCEPT ACCESS EASEMENTS BURDENING PARCEL 2.

REEL 2882,
PAGE 554
PER 25-SUR-21