

Exhibit C

This page intentionally left blank.

When recorded return to:

MONTEREY COUNTY PLANNING AND
BUILDING INSPECTION DEPARTMENT
240 CHURCH STREET, ROOM 116
P. O. BOX 1208
SALINAS, CA 93901
(831) 755-5025

Joseph F. Pitta
Monterey County Recorder
Recorded at the request of
County of Monterey

CRKATHLEEN
4/28/2000
15:15:51

DOCUMENT: **2000027123**



2000027123

Titles: 1 / Pages: 29

Fees..... 179.00

Taxes...

Other...

AMT PAID 179.00

Space above for Recorder's Use

RECEIVED

JUL 22 2016

MONTEREY COUNTY
PLANNING & BUILDING
INSPECTION DEPT.

Permit No.: PLN990291
Applicant Name: Risdell Inc.
Project Planner: Douglas Garrison

*AMENDMENT TO CONSERVATION AND SCENIC
EASEMENT DEED, APPLICABLE TO LOT 32,
QUAIL MEADOWS SUBDIVISION, (INLAND)*

THIS AMENDMENT made this 4 day of 28, 2000, by and between
RISDEL INC. as Grantor, and the COUNTY OF MONTEREY, a political subdivision of the
State of California, as Grantee,

WITNESSETH:

WHEREAS, on July 12, 1989 the Quail Meadows Subdivision (Planning File SB 00843) was
approved as part of a Combined Development Permit (Planning File PC7012); and,

WHEREAS, Condition No. 1 of said permit required that a Scenic Easement be conveyed to the
County over those portions of the property where the slope exceeds 30%; and,

WHEREAS, on August 20, 1991 the Board accepted the Conservation and Scenic Easement
Deed, recorded on August 28, 1991, attached hereto and incorporated by this reference, as
Exhibit A; and,

WHEREAS, on October 18, 1994 the Director of Planning approved a Site Plan for Lot 32,
establishing a designated building envelope which protects thirty percent slopes, trees, and the

public viewshed, said "Site Plan" is attached hereto and incorporated by this reference, as Exhibit B; and,

WHEREAS, the Applicant's Representative, Todd Bessire representing the owner of Lot 32 requested that the Board of Supervisors amend a portion of said Conservation and Scenic Easement in order to allow proposed grading work; and

WHEREAS, staff of the Monterey County Planning and Building Inspection Department reviewed the request and determined based on findings and evidence that the proposed Amendment to the Conservation and Scenic Easement does not conflict with the original intent and purpose of said Conservation and Scenic Easement; and

WHEREAS, this Amendment to the subject Conservation and Scenic Easement applies only to Lot 32 and specifically to Item 4, "Excavation and Topographic Changes," contained in Section B. Restrictions, which is fully set forth in the original Conservation and Scenic Easement Deed, (Exhibit A, attached hereto and incorporated herein by this reference) for Quail Meadows;

NOW, THEREFORE, the Conservation and Scenic Easement Deed, insofar as it affects Lot 32 only, shall be amended to allow the grading and improvements shown on the site plan for permit No. PLN990291, attached hereto and incorporated by this reference, as Exhibit "D". This Amendment to the Conservation and Scenic Easement, shall apply only to a specific portion of Lot 32, as shown in "Site Plan", attached hereto and incorporated by this reference as Exhibit "C". This Amendment does not alter the existing deed restrictions concerning structures, advertising or vegetation within the subject area, nor does it allow excavation or grading work beyond what is shown on the site plan for permit No. PLN990291. The recitals and terms of the original Conservation and Scenic Easement Deed shall continue to apply, in full force and effect, to the remaining portion the Conservation and Scenic Easement that is outside the area shown on Exhibit "C". Further, with the exception of this specific Amendment to Section B. Restrictions, Item No. 4 "Excavation and Topographic Changes", the original recitals, terms, provisions, in their entirety, contained in the Conservation and Scenic Easement Deed, attached hereto as Exhibit "A" and incorporated by this reference as though fully set forth herein, shall remain in full force and effect.

A. LAND SUBJECT TO AMENDMENT OF CONSERVATION AND SCENIC EASEMENT. The land of the Grantor hereinabove referred to and, to which the provisions of this Amendment to the Conservation and Scenic Easement apply, is situated in the County of Monterey, State of California, and is particularly described in Exhibit "C", attached hereto and incorporated by this reference.

B. SUBJECT TO ORDINANCES. Land uses permitted or reserved to the Grantor by this instrument shall be subject to the ordinances of Grantee regulating the use of land.

C. BENEFIT AND BURDEN. This Amendment to the Conservation and Scenic Easement Deed for Lot 32, 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 County of Monterey and its successors and assigns forever.

D. 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 enter onto the property for scientific research purposes at times reasonable acceptable to the Grantor.

E. 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 property contrary to the terms of this offer will be deemed a breach hereof. The Grantee 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 may pursue any appropriate legal and equitable remedies. The Grantee shall have sole discretion to determine under the 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 to enforce the terms and provisions hereof in the event of a breach shall not be deemed a waiver of Grantee's rights regarding any subsequent breach.

F. MAINTENANCE. 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 Grantor, except for costs incurred by Grantee for monitoring compliance with the terms of this easement.

G. LIABILITY AND INDEMNIFICATION. This Amendment to Conservation and Scenic Easement 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 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, while in, upon, or in

any way connected with the property, Grantor 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 be 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 here in 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.

H. 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, whether voluntary or involuntary.

I. CONSTRUCTION OF VALIDITY. If any provision of this Amendment to 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 28th day of March, 2000, at Hong Kong, California.

For and on behalf of
RISDEL INC.

Signed:

J. Silley X
Director

Type or print name of above - **GRANTOR**

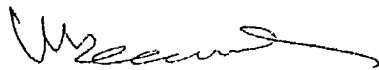
Signed:

Type or print name of above - **GRANTOR**

STATE OF CALIFORNIA)
) SS.
COUNTY OF MONTEREY)

On 28th March 2000, before me, HUMPHREY K. K. HEUNG, Notary Public, personally appeared JOHN W DILLEY, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

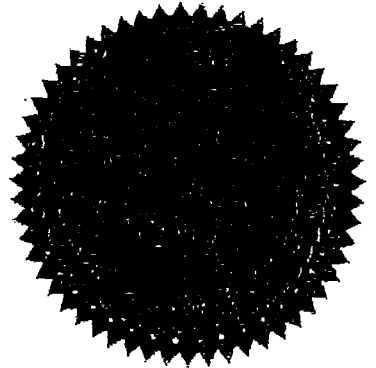
WITNESS my hand and official seal.



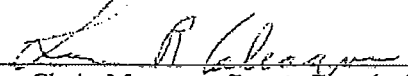
Signature _____

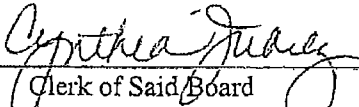
Humphrey Kwok Kee Heung
Notary Public,
Hong Kong SAR,
16th - 19th Floors,
Prince's Building,
Central, Hong Kong.

(Seal)





This is to certify that the Conservation and Scenic Easement Deed Amendment set forth above is hereby acknowledged by the Board Chair on behalf of the Monterey County Board of Supervisors pursuant to the action of the ZONING ADMINISTRATOR when it granted Permit No. 990291 on MARCH 9, 2000 and the Monterey County Board of Supervisors consents to recordation thereof by its duly authorized officer.

DATED: 2/22/00 
Chair, Monterey County Board of Supervisors

ATTEST:
DATED: 2/22/00 
Clerk of Said Board

Document Form/Content Acceptable:


Deputy County Counsel


Planning and Building Inspection Department
Chair

This page intentionally left blank