

2019031253

Stephen L. Vagnini
Monterey County Clerk-Recorder

07/26/2019 09:27 AM

Recorded at the request of:
MONTEREY COUNTY RESOURCE MAN

Titles: 1 Pages: 34

Fees: \$121.00
Taxes: \$0.00
AMT PAID: \$121.00



When recorded return to:
MONTEREY COUNTY RESOURCE
MANAGEMENT AGENCY
PLANNING DEPARTMENT
Attn: Jacqueline Nickerson
1441 Schilling Place, Salinas, CA 93901
(831) 755-5025

Space above for Recorder's Use

Permit No.: PLN140910-AMD1
Resolution No.: 17-008
Kerry Kevin Straine and Olivia
Dee McLeod, Trustees of the
Kerry Kevin Straine and Olivia
Dee McLeod Trust established
Owner Name: October 7, 2009
Project Planner: Jacqueline Nickerson
APN: 008-012-005-000

*No fee document pursuant to
Government Code Section 27383*

No monetary value exchanged for easement

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

[Signature]
Signature of Declarant or Agent

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

JUNE 3

THIS DEED made this ___ day of 2019 by and between Kerry Kevin Straine and Olivia Dee McLeod, Trustees of the Kerry Kevin Straine and Olivia Dee McLeod Trust established October 7, 2009, 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:
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MANAGEMENT AGENCY
PLANNING DEPARTMENT
Attn: Jacqueline Nickerson
1441 Schilling Place, Salinas, CA 93901
(831) 755-5025

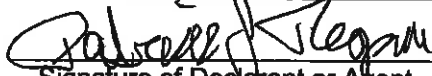
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[X] Exempt from transfer tax,
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WITNESSETH:

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, an Amendment to previously-approved Coastal Administrative (File Number **PLN140910-AMD1**) (hereinafter referred to as the "Permit") was granted on **February 9, 2017** by the Monterey County **Zoning Administrator** pursuant to the Findings, Evidence and Conditions contained in Resolution No. **17-008**, attached hereto as Exhibit "B" and hereby incorporated by reference, (hereinafter the "Resolution") subject to the following condition:

9. "The Restoration Plan, submitted as part of the project biological assessment ("Biological Resource Assessment" (LIB140091) by Zander Associates, San Rafael, CA, dated February 20, 2014 and revised January 30, 2015 and March 20, 2015), shall be implemented. As part of the implementation, the Owner/Applicant shall hire a qualified coastal biologist to monitor all restoration activities, including three-years of monitoring after restoration work is complete, and ensure the restoration plan is completely implemented. To ensure protection of the restoration in perpetuity, a Conservation and Scenic Easement shall be conveyed to the Del Monte Forest Foundation over the defined restoration area. The easement shall be developed in consultation with a certified professional and the Del Monte Forest Foundation. These instruments shall be subject to approval by the County as to form and content, shall provide for enforcement, if need be, by the County or other appropriate agency, and name the County as beneficiary in event the Foundation is unable to adequately manage these easements for the intended purpose of scenic

and visual resource protection. An easement deed shall be submitted to the Director of the RMA - Planning Department for review and approval. (RMA - Planning)”

WHEREAS, the specific resources being protected are dune and coastal scrub habitat restored as part of the Permit; 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”) 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 and the people of the



State of California an estate, interest, and easement 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 easement shall be over that 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 incorporated herein by this reference ("the Conservation and Scenic Easement Area"). 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 except: No exceptions.
2. That no advertising of any kind or nature shall be located on or within the Conservation and Scenic Easement Area except: No exceptions.
3. That the Grantor shall not plant, nor permit to be planted, any vegetation upon the Conservation and Scenic Easement Area, except as approved in the Dune Restoration Plan 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, 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.

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 restored dune 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 use and occupancy of the Conservation and Scenic Easement Area not inconsistent with the conditions and restrictions herein imposed.

2 Management of vegetation within the Conservation and Scenic Easement Area in accordance with the Restoration Plan approved with the Permit on file with Monterey County RMA-Planning.

3 The construction, maintenance, repair and use of public service and utility lines, pipes and minor transmission facilities (including without limitation those for gas, electricity, telephone, water, sewer, and cable television), and facilities for drainage and erosion and sedimentation control, as allowed for in Deed 1080 Recorded on February 21, 1930 in Volume 2389 of Official Records Page 483; a 5 foot wide utilities easement on the rear and sides of the property; provided such uses are consistent with the Restoration Plan. An advance notice is required from Grantor to Grantee whenever maintenance or repair will occur within or immediately adjacent to the Easement.

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. SEVERABILITY. 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 3rd day of JUNE, 2019 at SACRAMENTO, California.

The Kerry Kevin Straine and Olivia Dee McLeod Trust established October 7, 2009

By: Kerry Kevin Straine
(Signature)

Kerry Kevin Straine, Trustee
(Print or Type Name and Title)

aka Kerry Straine
KKS

By: Olivia Dee McLeod
(Signature)

Olivia Dee McLeod, Trustee
(Print or Type Name and Title)

aka Olivia McLeod
ODM

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Sacramento)

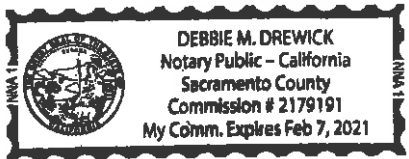
On June 3, 2019 before me, Debbie M. Drewick, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Kerry Straine
Name(s) of Signer(s)

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 [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

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 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
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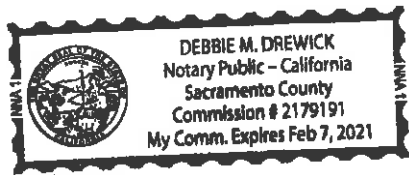
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Sacramento)
On June 3, 2019 before me, Debbie M. Drewick, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Olivia McLeod
Name(s) of Signer(s)

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.

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WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____

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 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer is Representing: _____

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 _____ 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)

Document Form/Content Acceptable:

Charles J. McKee, County Counsel

By:  _____

DATED: _____

Type/Print Name: _____

Deputy County Counsel



**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: 5-28-19

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.

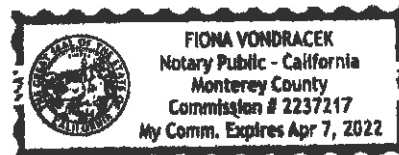
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS.
COUNTY OF MONTEREY)

On May 28, 2019 before me, Fiona Vondracek, a Notary Public, personally appeared Ned Van Roekel, 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 Fiona Vondracek

(Seal)

[Handwritten mark]

RECEIVED
JAN 10 1964
U.S. DEPARTMENT OF AGRICULTURE
WASHINGTON, D.C.

EXHIBIT A

The land referred to is situated in the unincorporated area of the County of Monterey, State of California, and is described as follows:

Beginning at a point distant 40 feet North $86^{\circ} 29'$ East, from Monument No. 4221, which monument is shown on the "Licensed Surveyor's Map of el Pescadero and Point Pinos Ranchos", filed at Page 3, Volume 3 of Surveys, Monterey County Records, and running thence

(1) Northerly curving to the right 115.37 feet on the arc of a curve of 520 feet radius (long chord bear N. $2^{\circ} 52'$ E., 115.63 feet) thence

(2) S. $80^{\circ} 45'$ E., 206.87 feet; thence

(3) S. $8^{\circ} 10'$ W., 227.09 feet; thence

(4) Westerly curving to the right 95.17 feet on the arc of a curve of 400 feet radius (long chord bears N. $85^{\circ} 51' 03''$ W., 94.94 feet); thence

(5) tangentially curving to the right 133.84 feet on the arc of a curve of 100 feet radius; thence

(6) tangentially curving to the left, 41.68 feet on the arc of a curve of 2040 feet radius to the point of beginning, and being a portion of El Pescadero Rancho.

APN: 008-012-005

Exhibit A

Before the Zoning Administrator in and for the
County of Monterey, State of California

In the matter of the application of:
STRAINE KERRY K & MCLEOD OLIVIA DEE (PLN140910-AMD1)
RESOLUTION NO. 17-008

Resolution by the Monterey County Zoning
Administrator:

- 1) Finding the project Categorical Exempt per Section 15303; and
- 2) Approving an Amendment to a previously approved Coastal Administrative Permit and Design Approval (PLN140910) to allow an 803 square foot attached accessory dwelling unit.

[PLN140910-AMD1, Straine Kerry K & McLeod Olivia Dee, 1145 Spyglass Road, Pebble Beach, Del Monte Forest Land Use Plan (APN: 008-012-005-000)]

The STRAINE application (PLN140910-AMD1) came on for public hearing before the Monterey County Zoning Administrator on February 9, 2017. Having considered all the written and documentary evidence, the administrative record, the staff report, oral testimony, and other evidence presented, the Zoning Administrator finds and decides as follows:

FINDINGS

1. **FINDING:** **CONSISTENCY/SITE SUITABILITY** – The Project, as conditioned, is consistent with the applicable plans and policies which designate this area as appropriate for development.
- EVIDENCE:**
- a) The application for an Accessory Dwelling Unit (ADU) was submitted on October 18, 2016, and deemed complete by all departments on November 18, 2016. During the course of review of this application, the project has been reviewed for consistency with the text, policies, and regulations in:
 - the 1982 Monterey County General Plan;
 - Del Monte Forest Land Use Plan;
 - Monterey County Coastal Implementation Plan Part 5;
 - Monterey County Zoning Ordinance (Title 20);
 No conflicts were found to exist. No communications were received during the course of review of the project indicating any inconsistencies with the text, policies, and regulations in these documents.
 - b) The property is located at 1145 Spyglass Road, Pebble Beach (Assessor’s Parcel Number 008-012-005-000), Del Monte Forest Land Use Plan. The parcel is zoned Low Density Residential [“LDR/1.5-D(CZ)”] which allows residential development. The amendment proposes the construction of an attached 803 square foot accessory dwelling unit (ADU), which will be constructed to match the existing main structure. The project is consistent with the uses allowed (Section 20.14.040.F,

Zoning Ordinance) and site development standards (Section 20.14.060, Zoning Ordinance) of the "LDR" Zoning District. Therefore, the project is an allowed land use for this site.

- c) **Tree Removal:** Pursuant to the Coastal Implemental Plan, Section 20.147.050.A. removal of the 10 inch diameter Monterey Cypress tree does not require a Coastal Development Permit because the tree is "planted" and not native, and does not provide a visual buffer or habitat to an environmentally sensitive area. The Tree Resource Assessment report identified this tree as "planted" based on its location and size. The tree does not provide habitat to the historic dune system and is not connected to the forest system. Pursuant to the Arborist recommendation, tree replanting/replacement will be on a 3:1 basis (Condition 6).
- d) **ESHA:** The amendment does not significantly change the dune restoration plan approved as part of the original permit (PLN140910). The original project included 24,269 square feet of restoration to an historic dune system. The biological memorandum prepared by Zander Associates (dated October 17, 2016) concludes that the ADU addition and driveway modifications do not substantially change the nature and extent of impacts to the dune system on property, and would actually result in a beneficial increase of restoration area by approximately 296 square feet in total (161 sq ft-Coastal Scrub; 135 sq ft-dune habitat) by reconfiguring the driveway, removing one parking pullout and reducing paved parking areas along the northern boundary of the property.
- e) **Viewshed:** The addition of the ADU does not conflict with the visual sensitivity polices of the Del Monte Forest Land Us Plan and Coastal Implementation Plan, Figure No. 3, which identifies the property as "viewshed from 17-Mile Drive and vista points". Development standards for visually sensitive areas require structures to maintain a setback of 50 feet from 17-Mile Drive and be designed not to distract from the scenic values of the forest, stream courses, ridgelines, or shoreline (Section 20.147.B.1 and 3, Coastal Implementation Plan). The proposed ADU addition is located to the rear of the property (away from 17-Mile Drive) and will be screened from view by the existing residence. Furthermore, the ADU location exceeds the required 20 foot rear setback and maintains a distance of 31 feet from the property line. The ADU does not distract, restrict or detract from the views of the forest, any stream courses, ridgelines, or shoreline(s).
- f) The following reports have been prepared:
 - "Tree Resource Assessment 1145 Spyglass Hill Road, Pebble Beach" (LIB160358) prepared by Frank Ono, Urban Forester, Pacific Grove, California, October 14, 2016.
 - "Dune/Coastal Scrub Memorandum" (LIB160359) prepared by Zander Associates (Michael Zander), Berkeley, California, October 17, 2016.

The reports stated above indicate that there are no physical or environmental constraints that would make the site unsuitable for the use proposed. County staff has independently reviewed these reports and concurs with their conclusions.

- g) The project was referred to the Del Monte Forest Land Use Advisory

Committee (LUAC) for review. Based on the LUAC Procedure guidelines adopted by the Monterey County Board of Supervisors, this application warranted referral to the LUAC because the project requires a public hearing before the Zoning Administrator. On November 17, 2016, the LUAC recommended approval of the project as proposed based on a 6-0 vote (2 members absent).

- h) The project has been reviewed for site suitability by the following departments and agencies: RMA- Planning, Pebble Beach Community Fire Protection District, RMA-Public Works, RMA-Environmental Services, Environmental Health Bureau, and Water Resources Agency. There has been no indication from these departments/agencies that the site is not suitable for the proposed development. Conditions recommended have been incorporated.
- i) The project planner verified that the project on the subject parcel conforms to the plans listed above.
- j) The application, project plans, and related support materials submitted by the project applicant to Monterey County RMA-Planning for the proposed development found in Project File PLN140910-AMD1.

2. **FINDING:** **HEALTH AND SAFETY** - The establishment, maintenance, or operation of the project applied for will not under the circumstances of this particular case be detrimental to the health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood of such proposed use, or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the County.

- EVIDENCE:**
- a) The project was reviewed by the RMA - Planning, RMA – Environmental Services, Pebble Beach Community Fire Protection District, Public Works, Environmental Health Bureau, and Water Resources Agency. The respective agencies have recommended conditions, where appropriate, to ensure that the project will not have an adverse effect on the health, safety, and welfare of persons either residing or working in the neighborhood.
 - b) Necessary public facilities are on-site. Wastewater services are provided by the Pebble Beach Community Services District. Water services are provided by Cal-Am Water through Pebble Beach Company water entitlements.
 - c) See preceding and following Findings and Evidence.

3. **FINDING:** **NO VIOLATIONS** - The subject property is in compliance with all rules and regulations pertaining to zoning uses, subdivision, and any other applicable provisions of the County's zoning ordinance. No violations exist on the property.

- EVIDENCE:**
- a) Staff reviewed Monterey County RMA - Planning and Building Services Department records and is not aware of any violations existing on subject property.
 - b) See preceding and following Findings and Evidence.

Form 1041
2009

4. **FINDING:** **CEQA (Exempt):** - The project is categorically exempt from environmental review and no unusual circumstances were identified to exist for the proposed project.
- EVIDENCE:**
- a) California Environmental Quality Act (CEQA) Guidelines Section 15303(a) categorically exempts a second dwelling unit in a residential zone. The proposed project involves the construction of an Accessory Dwelling Unit (ADU) within a residential zoned area/property.
 - b) None of the exceptions under CEQA Guidelines Section 15300.2 apply to this project. The project does not involve a designated historical resource, a hazardous waste site, development located near or within view of a scenic highway, unusual circumstances that would result in a significant effect or development that would result in a cumulative significant impact.
 - c) The application, project plans, and related support materials submitted by the project applicant to Monterey County RMA-Planning for the proposed development found in Project File PLN140910-AMD1.
5. **FINDING:** **APPEALABILITY** - The decision on this project may be appealed to the Board of Supervisors and the California Coastal Commission
- EVIDENCE:**
- a) Section 20.86.030.A of the Monterey County Zoning Ordinance states that the proposed project is appealable to the Board of Supervisors.
 - b) Section 20.86.080.A.1 of the Monterey County Zoning Ordinance states that the proposed project is subject to appeal by/to the Coastal Commission because the project site is located between the sea and the first public road paralleling the sea.

DECISION

NOW, THEREFORE, based on the above findings and evidence, the Zoning Administrator does hereby:

1. Find the project Categorical Exempt per Section 15303;
2. Approve an Amendment to a previously approved Coastal Administrative Permit and Design Approval (PLN140910) to allow an 803 square foot attached accessory dwelling unit, in general conformance with the attached sketch and subject to the attached 12 conditions of approval, all being attached hereto and incorporated herein by reference.



Mike Novo, Zoning Administrator

COPY OF THIS DECISION MAILED TO APPLICANT ON FEB 09 2017

THIS APPLICATION IS APPEALABLE TO THE BOARD OF SUPERVISORS.

IF ANYONE WISHES TO APPEAL THIS DECISION, AN APPEAL FORM MUST BE COMPLETED AND SUBMITTED TO THE CLERK TO THE BOARD ALONG WITH THE APPROPRIATE FILING FEE ON OR BEFORE FEB 21 2017

THIS PROJECT IS LOCATED IN THE COASTAL ZONE AND IS / IS NOT APPEALABLE TO THE COASTAL COMMISSION. UPON RECEIPT OF NOTIFICATION OF THE FINAL LOCAL ACTION

NOTICE (FLAN) STATING THE DECISION BY THE FINAL DECISION MAKING BODY, THE COMMISSION ESTABLISHES A 10 WORKING DAY APPEAL PERIOD. AN APPEAL FORM MUST BE FILED WITH THE COASTAL COMMISSION. FOR FURTHER INFORMATION, CONTACT THE COASTAL COMMISSION AT (831) 427-4863 OR AT 725 FRONT STREET, SUITE 300, SANTA CRUZ, CA

This decision, if this is the final administrative decision, is subject to judicial review pursuant to California Code of Civil Procedure Sections 1094.5 and 1094.6. Any Petition for Writ of Mandate must be filed with the Court no later than the 90th day following the date on which this decision becomes final.

NOTES

1. You will need a building permit and must comply with the Monterey County Building 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 days after the mailing of notice of the granting of the permit by the appropriate authority, or after granting of the permit by the Board of Supervisors in the event of appeal.

Do not start any construction or occupy any building until you have obtained the necessary permits and use clearances from Monterey County RMA-Planning and RMA-Building Services Department office in Salinas.

2. This permit expires 3 years after the above date of granting thereof unless construction or use is started within this period.

Monterey County RMA Planning

Conditions of Approval/Implementation Plan/Mitigation Monitoring and Reporting Plan

PLN140910-AMD1

1. PD001 - SPECIFIC USES ONLY

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: This Permit Amendment (PLN140910-AMD1) allows the construction of a 803 square foot Accessory Dwelling Unit (ADU) and associated site grading. The property is located at 1145 Spyglass Hill Road, Pebble Beach (Assessor's Parcel Number 008-012-005-000), Del Monte Forest Land Use Plan. This permit was approved in accordance with County ordinances and land use regulations subject to the terms and conditions described in the project file. Neither the uses nor the construction allowed by this permit shall commence unless and until all of the conditions of this permit are met to the satisfaction of the Director of RMA - Planning. Any use or construction not in substantial conformance with the terms and conditions of this permit is a violation of County regulations and may result in modification or revocation of this permit and subsequent legal action. No use or construction other than that specified by this permit is allowed unless additional permits are approved by the appropriate authorities. To the extent that the County has delegated any condition compliance or mitigation monitoring to the Monterey County Water Resources Agency, the Water Resources Agency shall provide all information requested by the County and the County shall bear ultimate responsibility to ensure that conditions and mitigation measures are properly fulfilled. (RMA - Planning)

Compliance or Monitoring Action to be Performed: The Owner/Applicant shall adhere to conditions and uses specified in the permit on an ongoing basis unless otherwise stated.

2. PD002 - NOTICE PERMIT APPROVAL

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: The applicant shall record a Permit Approval Notice. This notice shall state:
"A Permit Amendment (PLN140910-AMD1) (Resolution Number 17-009) was approved by the Monterey County Zoning Administrator for Assessor's Parcel Number 008-012-005-000 on February 9, 2017. The permit was granted subject to 11 conditions of approval which run with the land. A copy of the permit is on file with Monterey County RMA - Planning."

Proof of recordation of this notice shall be furnished to the Director of RMA - Planning prior to issuance of grading and building permits, Certificates of Compliance, or commencement of use, whichever occurs first and as applicable. (RMA - Planning)

Compliance or Monitoring Action to be Performed: Prior to the issuance of grading and building permits, certificates of compliance, or commencement of use, whichever occurs first and as applicable, the Owner/Applicant shall provide proof of recordation of this notice to the RMA - Planning.

3. PD006(A) - CONDITION COMPLIANCE FEE

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: The Owner/Applicant shall pay the Condition Compliance fee, as set forth in the fee schedule adopted by the Board of Supervisors, for the staff time required to satisfy conditions of approval. The fee in effect at the time of payment shall be paid prior to clearing any conditions of approval.

Compliance or Monitoring Action to be Performed: Prior to clearance of conditions, the Owner/Applicant shall pay the Condition Compliance fee, as set forth in the fee schedule adopted by the Board of Supervisors.

4. PD011 - TREE AND ROOT PROTECTION

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: Trees which are located close to construction site(s) shall be protected from inadvertent damage from construction equipment by fencing off the canopy driplines and/or critical root zones (whichever is greater) with protective materials, wrapping trunks with protective materials, avoiding fill of any type against the base of the trunks and avoiding an increase in soil depth at the feeding zone or drip-line of the retained trees. Said protection, approved by certified arborist, shall be demonstrated prior to issuance of building permits subject to the approval of RMA - Director of Planning. If there is any potential for damage, all work must stop in the area and a report, with mitigation measures, shall be submitted by certified arborist. Should any additional trees not included in this permit be harmed, during grading or construction activities, in such a way where removal is required, the owner/applicant shall obtain required permits. (RMA - Planning)

Compliance or Monitoring Action to be Performed: Prior to issuance of grading and/or building permits, the Owner/Applicant shall submit evidence of tree protection to RMA - Planning for review and approval.

During construction, the Owner/Applicant/Arborist shall submit on-going evidence that tree protection measures are in place through out grading and construction phases. If damage is possible, submit an interim report prepared by a certified arborist.

Prior to final inspection, the Owner/Applicant shall submit photos of the trees on the property to RMA-Planning after construction to document that tree protection has been successful or if follow-up remediation or additional permits are required.

5. PD014(A) - LIGHTING - EXTERIOR LIGHTING PLAN

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: All exterior lighting shall be unobtrusive, down-lit, harmonious with the local area, and constructed or located so that only the intended area is illuminated and off-site glare is fully controlled. The lighting source shall be shielded and recessed into the fixture. The applicant shall submit three (3) copies of an exterior lighting plan which shall indicate the location, type, and wattage of all light fixtures and include catalog sheets for each fixture. The lighting shall comply with the requirements of the California Energy Code set forth in California Code of Regulations Title 24 Part 6. The exterior lighting plan shall be subject to approval by the Director of RMA - Planning, prior to the issuance of building permits.
(RMA - Planning)

Compliance or Monitoring Action to be Performed: Prior to the issuance of building permits, the Owner/Applicant shall submit three copies of the lighting plans to RMA - Planning for review and approval. Approved lighting plans shall be incorporated into final building plans.

Prior to final/occupancy, the Owner/Applicant/Contractor shall submit written and photographic evidence demonstrating that the lighting has been installed according to the approved plan.

On an on-going basis, the Owner/Applicant shall ensure that the lighting is installed and maintained in accordance with the approved plan.

6. PD048 - TREE REPLACEMENT/RELOCATION

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: Within 60 days of construction permit final, the applicant shall replace each tree approved for removal as follows:
- Replacement ratio: 3:1 (Total replacement of 3 Monterey Cypress Trees)
- Replacement ratio recommended by arborist:3:1

Replacement tree(s) shall be located within the same general location as the tree being removed, or in another suitable area as determined by a certified Arborist/Forester. (RMA - Planning)

Compliance or Monitoring Action to be Performed: The Owner/Applicant shall submit evidence of tree replacement to RMA-Planning for review and approval. Evidence shall be a receipt for the purchase of the replacement tree(s) and photos of the replacement tree(s) being planted.

Six months after the planting of the replacement tree(s), the Owner/Applicant shall submit evidence demonstrating that the replacement tree(s) are in a healthy, growing condition.

One year after the planting of the replacement tree(s), the Owner/Applicant shall submit a letter prepared by a County-approved tree consultant reporting on the health of the replacement tree(s) and whether or not the tree replacement was successful or if follow-up remediation measures or additional permits are required.

10/10/10

7. PD032(A) - PERMIT EXPIRATION

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: The permit shall be granted for a time period of 3 years, to expire on February 9, 2020, unless use of the property or actual construction has begun within this period. (RMA-Planning)

Compliance or Monitoring Action to be Performed: Prior to the expiration date stated in the condition, the Owner/Applicant shall obtain a valid grading or building permit and/or commence the authorized use to the satisfaction of the RMA-Director of Planning. Any request for extension must be received by RMA-Planning at least 30 days prior to the expiration date.

8. PDSP01 - RESTORATION PLAN (NON-STANDARD)

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: The Revised Restoration Plan, as shown on Attachment A.2, Page A7 of the February 9, 2017 Zoning Administrator, and discussed in the memo submitted by Zander Associates, dated October 17, 2016 (LIB160359), shall be implemented. As part of the implementation, the Owner/Applicant shall hire a qualified coastal biologist to monitor all restoration activities, including three-years of monitoring after restoration work is complete, and ensure the restoration plan is completely implemented. To ensure protection of the restoration in perpetuity, a Conservation and Scenic Easement shall be conveyed to the Del Monte Forest Foundation over the defined restoration area. The easement shall be developed in consultation with a certified professional and the Del Monte Forest Foundation. These instruments shall be subject to approval by the County as to form and content, shall provide for enforcement, if need be, by the County or other appropriate agency, and name the County as beneficiary in event the Foundation is unable to adequately manage these easements for the intended purpose of scenic and visual resource protection. An easement deed shall be submitted to the Director of the RMA - Planning Department for review and approval. (RMA - Planning)

Compliance or Monitoring Action to be Performed: a) Prior to issuance of grading and building permits, the Owner/Applicant shall submit evidence that a qualified coastal biologist has been contracted to monitor all restoration activities.

b) Prior to final of the building permit, the Owner/Applicant shall submit the conservation and scenic easement deed and corresponding map, showing the exact location of the easement on the property along with the metes and bound description developed in consultation with a certified professional, to the Del Monte Forest Foundation for review and approval. After the deed is approved by the Del Monte Forest Foundation, the deed shall be submitted to the RMA- Planning Department for review and approval. Once approved, the deed and map showing the approved conservation and scenic easement shall be recorded. Submit a copy of the recorded deed and map to the RMA – Planning Department.

c) After three years of restoration monitoring, the qualified coastal biologist shall submit a monitoring report documenting that the restoration has been complete successfully, or if additional monitoring is required.

9. GEOTECHNICAL CERTIFICATION

Responsible Department: Environmental Services

Condition/Mitigation Monitoring Measure: The applicant shall provide certification from a licensed practitioner that all development has been constructed in accordance with the recommendations in the project geotechnical investigation. (RMA-Environmental Services)

Compliance or Monitoring Action to be Performed: Prior to final inspection, the owner/applicant shall provide RMA-Environmental Services a letter from a licensed practitioner.

10. INSPECTION - FOLLOWING ACTIVE CONSTRUCTION

Responsible Department: Environmental Services

Condition/Mitigation Monitoring Measure: The applicant shall schedule an inspection with RMA-Environmental Services to ensure all disturbed areas have been stabilized and all temporary erosion and sediment control measures that are no longer needed have been removed. This inspection requirement shall be noted on the erosion control plan. (RMA - Environmental Services)

Compliance or Monitoring Action to be Performed: Prior to final inspection, the owner/applicant shall schedule an inspection with RMA-Environmental Services.

11. WR049 - WATER AVAILABILITY CERTIFICATION

Responsible Department: Water Resources Agency

Condition/Mitigation Monitoring Measure: The applicant shall provide the Monterey County Water Resources Agency proof of water availability in the form of a complete Monterey Peninsula Water Management District Water Release Form. (Water Resources Agency)

Compliance or Monitoring Action to be Performed: Prior to issuance of any construction permit, the owner/applicant shall submit a Water Release Form to the Water Resources Agency for review and approval.

A copy of the Water Release Form can be obtained at the Monterey Peninsula Water Management District, the Water Resources Agency, or online at:
www.mcwra.co.monterey.ca.us.

EXHIBIT C

AN OPEN SPACE AND CONSERVATION EASEMENT over and across a portion of that certain real property in the unincorporated area of the County of Monterey, State of California, situate in Pebble Beach, California and described in that certain Grant Deed from Kerry K. Straine and Olivia Dee McLeod to Kerry K. Straine and Olivia Dee McLeod, Trustees of The Kerry K. Straine and Olivia Dee McLeod Trust, recorded January 25, 2013 in Document 2013004680, records of said County and State, said easement being more particularly described as follows:

Area 1

BEGINNING AT a point on the westerly line of said property, and the easterly sideline of Seventeen Mile Drive, a private road, distant along the arc of a curve to the left having a radius of 520 feet, through a central angle of 06°41'32" (the long chord of which bears South 05°53'39" West, 60.70 feet), an arc distance of 60.74 feet from the northwest corner of said property; thence from said Point of Beginning

- 1) South 71°58'23" East, 11.92 feet; thence
- 2) South 27°49'22" East, 14.37 feet; thence
- 3) South 81°58'23" East, 21.08 feet; thence
- 4) North 47°44'36" East, 11.69 feet; thence
- 5) South 80°43'23" East, 9.51 feet; thence
- 6) North 43°12'27" East, 11.61 feet; thence
- 7) North 10°58'23" West, 28.99 feet; thence
- 8) South 75°06'24" East, 9.16 feet; thence
- 9) South 05°57'03" East, 106.64 feet; thence
- 10) North 84°02'57" East, 14.46 feet; thence
- 11) South 05°57'03" East, 5.11 feet; thence

- 12) North 84°02'57" East, 2.56 feet; thence
- 13) South 05°57'03" East, 10.90 feet; thence
- 14) North 84°02'57" East, 7.75 feet; thence
- 15) South 05°57'03" East, 3.33 feet; thence
- 16) North 84°02'57" East, 5.03 feet; thence
- 17) South 05°57'03" East, 8.41 feet; thence
- 18) North 84°02'57" East, 20.32 feet; thence
- 19) North 05°57'03" West, 6.91 feet; thence
- 20) North 84°02'57" East, 6.77 feet; thence
- 21) South 05°57'03" East, 12.40 feet; thence
- 22) North 76°48'37" West, 7.46 feet; thence
- 23) South 77°11'49" West, 7.70 feet; thence
- 24) South 48°01'37" West, 7.58 feet; thence
- 25) South 15°01'37" West, 2.92 feet; thence
- 26) South 22°56'36" East, 13.68 feet; thence
- 27) South 46°58'23" East, 17.67 feet; thence
- 28) South 56°28'54" East, 16.41 feet; thence
- 29) South 02°02'34" West, 36.65 feet; thence
- 30) Along a tangent curve to the right with a radius of 22.35 feet, through a central angle of 21°06'07" (the long chord of which bears South 12°35'37" West, 8.18 feet), an arc distance of 8.23 feet, more or less to the northerly sideline of Spyglass Hill Road, a private road; thence along said sideline
- 31) Along a non-tangent curve to the right having a radius of 400.00 feet, through a central angle of 04°25'19" (the long chord of which bears North 85°59'11" West, 30.86 feet), an arc distance of 30.87 feet; thence leaving said sideline

- 32) North 30°02'53" East, 30.18 feet; thence
- 33) North 76°58'23" West, 2.35 feet; thence
- 34) South 44°06'02" West, 6.47 feet; thence
- 35) North 28°58'23" West, 10.33 feet; thence
- 36) North 61°58'23" West, 11.61 feet; thence
- 37) South 80°47'58" West, 12.04 feet; thence
- 38) South 50°01'37" West, 9.00 feet; thence
- 39) South 22°19'59" West, 14.48 feet; thence
- 40) South 38°13'38" East, 15.90 feet, more or less, to said sideline of Spyglass Hill Road; thence along said sideline the following four courses;
- 41) Along a non-tangent curve to the right having a radius of 400.00 feet, through a central angle of 01°38'57" (the long chord of which bears North 79°51'41" West, 11.51 feet), an arc distance of 11.51 feet; thence
- 42) Along a non-tangent curve to the right having a radius of 100.00 feet, through a central angle of 76°41'03" (the long chord of which bears North 40°41'56" West, 124.07 feet), an arc distance of 133.84 feet; thence
- 43) Along a tangent curve to the left with a radius of 2040.00 feet, through a central angle of 01°10'14" (the long chord of which bears North 02°56'31" West, 41.68 feet), an arc distance of 41.68 feet; thence
- 44) Along a tangent curve to the right with a radius of 520.00 feet, through a central angle of 06°04'31" (the long chord of which bears North 00°29'23" West, 55.11 feet), an arc distance of 55.14 feet to the Point of Beginning.

CONTAINING: 16,545 square feet, more or less.

Area 2

BEGINNING AT a point lying East, 103.87 feet and South 153.00 feet from the northwest corner of said property; thence from said Point of Beginning

- 1) South 84°02'57" West, 5.28 feet; thence

- 2) North 05°56'59" West, 6.17 feet; thence
- 3) South 84°03'01" West, 2.06 feet; thence
- 4) North 05°56'59" West, 5.09 feet; thence
- 5) North 84°03'01" East, 0.82 feet; thence
- 6) North 05°56'59" West, 5.16 feet; thence
- 7) North 84°02'57" East, 6.52 feet; thence
- 8) South 05°57'03" East, 16.42 feet to the Point of Beginning.

CONTAINING: 104 square feet, more or less.

Area 3

BEGINNING AT the northwest corner of said subject property; thence along the northerly line of said property

- 1) South 80°45'00" East, 120.25 feet; thence leaving said northerly line
- 2) South 40°55'07" West, 9.89 feet; thence
- 3) North 52°16'13" West, 1.82 feet; thence
- 4) North 80°43'23" West, 50.77 feet; thence
- 5) South 09°16'37" West, 0.87 feet; thence
- 6) South 80°43'23" East, 5.68 feet; thence
- 7) South 09°16'37" West, 11.63 feet; thence
- 8) Along a tangent curve to the right with a radius of 4.50 feet through a central angle of 89°07'36" (the long chord of which bears South 53°50'25" West, 6.32 feet), an arc distance of 7.00 feet; thence
- 9) North 79°56'39" West, 3.67 feet; thence
- 10) North 09°23'19" East, 7.55 feet; thence

11) North 25°35'03" West, 12.78 feet; thence

12) North 79°49'36" West, 53.37 feet to the Point of Beginning.

CONTAINING: 819 square feet, more or less.

Area 4

BEGINNING AT a point lying West, 57.46 feet and South 88.22 feet from the northeast corner of said property; thence from said Point of Beginning

- 1) Along a curve to the right having a radius of 17.14 feet, through a central angle of 82°43'37" (the long chord of which bears South 55°05'14" East, 22.65 feet), an arc distance of 24.74 feet; thence
- 2) Along a tangent curve to the right with a radius of 45.21 feet, through a central angle of 28°19'49" (the long chord of which bears South 00°26'29" West, 22.13 feet), an arc distance of 22.35 feet; thence
- 3) Along a tangent curve to the right with a radius of 203.74 feet, through a central angle of 07°19'23" (the long chord of which bears South 18°16'05" West, 26.02 feet), an arc distance of 26.04 feet; thence
- 4) North 76°53'36" West, 4.64 feet; thence
- 5) North 64°33'04" West, 11.87 feet; thence
- 6) North 83°52'49" East, 12.20 feet; thence
- 7) North 05°57'03" West, 39.59 feet; thence
- 8) South 84°02'57" West, 1.66 feet; thence
- 9) North 05°57'03" West, 13.21 feet to the Point of Beginning.

CONTAINING: 757 square feet, more or less.

Area 5

BEGINNING AT a point distant South 13°13'12" West, 58.55 feet from the northeast corner of said subject property; thence

- 1) South 07°43'08" West, 80.31 feet; thence
- 2) South 21°56'15" West, 24.01 feet; thence
- 3) South 68°03'45" East, 1.29 feet; thence
- 4) North 21°56'15" East, 18.92 feet; thence
- 5) South 07°43'08" West, 32.62 feet; thence
- 6) South 78°19'15" West, 9.90 feet; thence
- 7) South 33°45'21" West, 6.36 feet; thence
- 8) Along a non-tangent curve to the right having a radius of 84.49 feet, through a central angle of 15°14'38" (the long chord of which bears North 15°46'43" East, 22.41 feet), an arc distance of 22.48 feet; thence
- 9) Along a non-tangent curve to the left having a radius of 218.34 feet, through a central angle of 09°09'57" (the long chord of which bears North 18°49'02" East, 34.89 feet), an arc distance of 34.93 feet; thence
- 10) Along a non-tangent curve to the left having a radius of 67.40 feet, through a central angle of 50°43'47" (the long chord of which bears North 11°07'49" West, 57.75 feet), an arc distance of 59.68 feet; thence
- 11) Along a non-tangent curve to the right having a radius of 24.78 feet, through a central angle of 46°19'59" (the long chord of which bears North 13°19'42" West, 19.50 feet), an arc distance of 20.04 feet; thence
- 12) South 53°58'52" East, 12.67 feet; thence
- 13) North 84°35'43" East, 17.23 feet to the Point of Beginning.

CONTAINING: 1,068 square feet, more or less.

Area 6

BEGINNING AT the southeasterly corner of said subject property; thence

- 1) Along the northerly sideline of said Spyglass Hill Road, being a curve to the right having a radius of 400.00 feet, through a central angle of 01°57'21" (the long

chord of which bears South 88°18'41" West, 13.65 feet), an arc distance of 13.65 feet; thence leaving said sideline

- 2) Along a non-tangent curve to the right having a radius of 801.66 feet, through a central angle of 02°28'22" (the long chord of which bears North 03°10'55" East, 34.60 feet), an arc distance of 34.60 feet; thence
- 3) Along a non-tangent curve to the left having a radius of 9.48 feet, through a central angle of 130°21'26" (the long chord of which bears South 64°47'17" East, 17.21 feet), an arc distance of 21.58 feet to a point on the easterly line of said subject property; thence along said easterly line
- 4) South 08°10'00" West, 27.08 feet to the Point of Beginning.

CONTAINING: 395 square feet, more or less.

TOTAL OPEN SPACE AREA: 19,688 square feet, more or less.

Together with and subject to any and all covenants and agreements of record.

See attached Exhibits C-1 through C-4

End of Open Space Description



SEVENTEEN MILE DRIVE

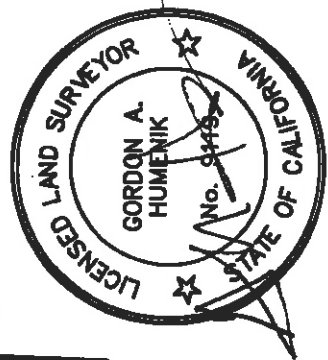
AREA 1 POB
R=520'
L=60.74 Δ=006°41'32" (TIE)

AREA 3 POB

AREA 3
819 SQ.FT. +/-

Note:

Instrument Deed recorded February 21, 1930 in Volume 239 of Official Records, at Page 483 reserves an easement over a strip of land 5 feet wide along the northern and eastern boundaries of the subject property for the purpose of pole lines, pipelines and open culverts.



AREA 1 POB
16,545 SQ.FT. +/-

AREA 2
104 SQ.FT. +/-

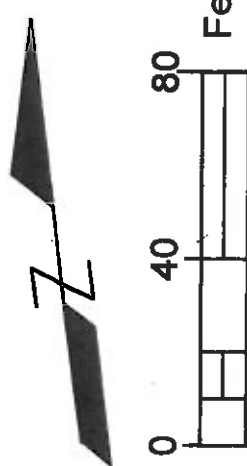
AREA 4
757.13 SQ.FT. +/-

AREA 5 POB
1,068 SQ.FT. +/-

AREA 6 POB
395 SQ.FT. +/-

1145 SPYGLASS HILL ROAD
APN 008-012-005-000
MONTEREY COUNTY, CA

EXHIBIT C-1



SPYGLASS HILL ROAD

EAST 103.87 (TIE)
N 80°45'00" W 206.89'

SOUTH 153.00 (TIE)

SOUTH 88.22 (TIE)

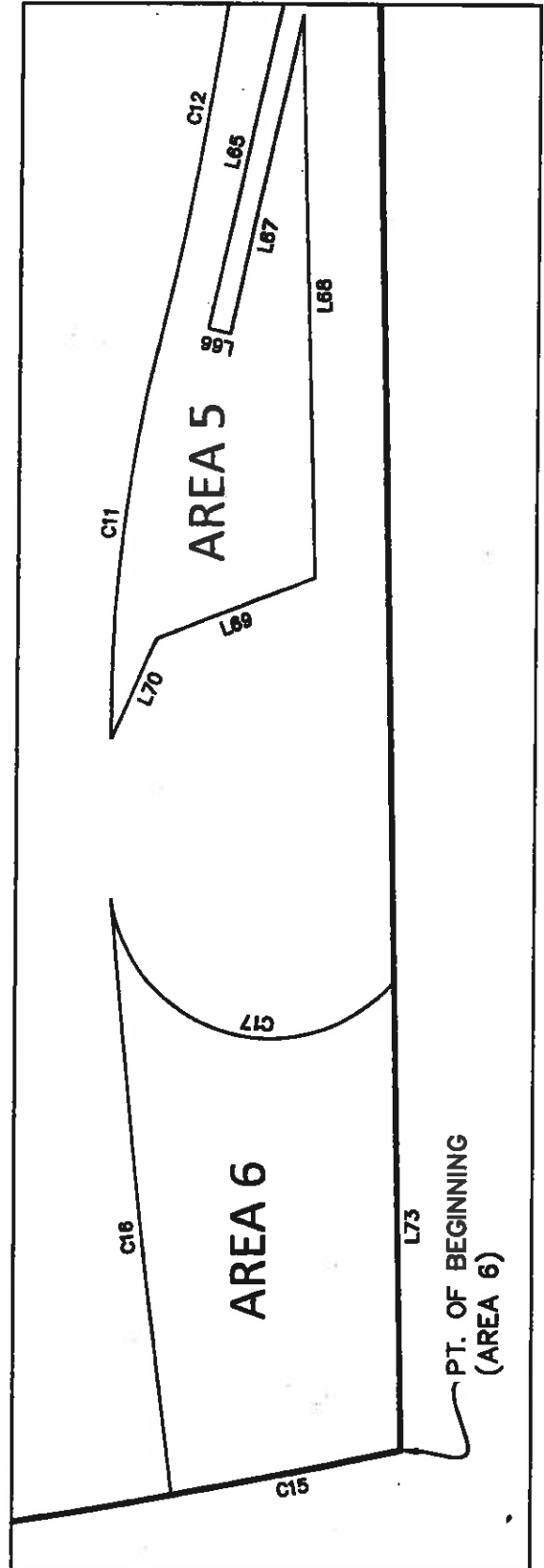
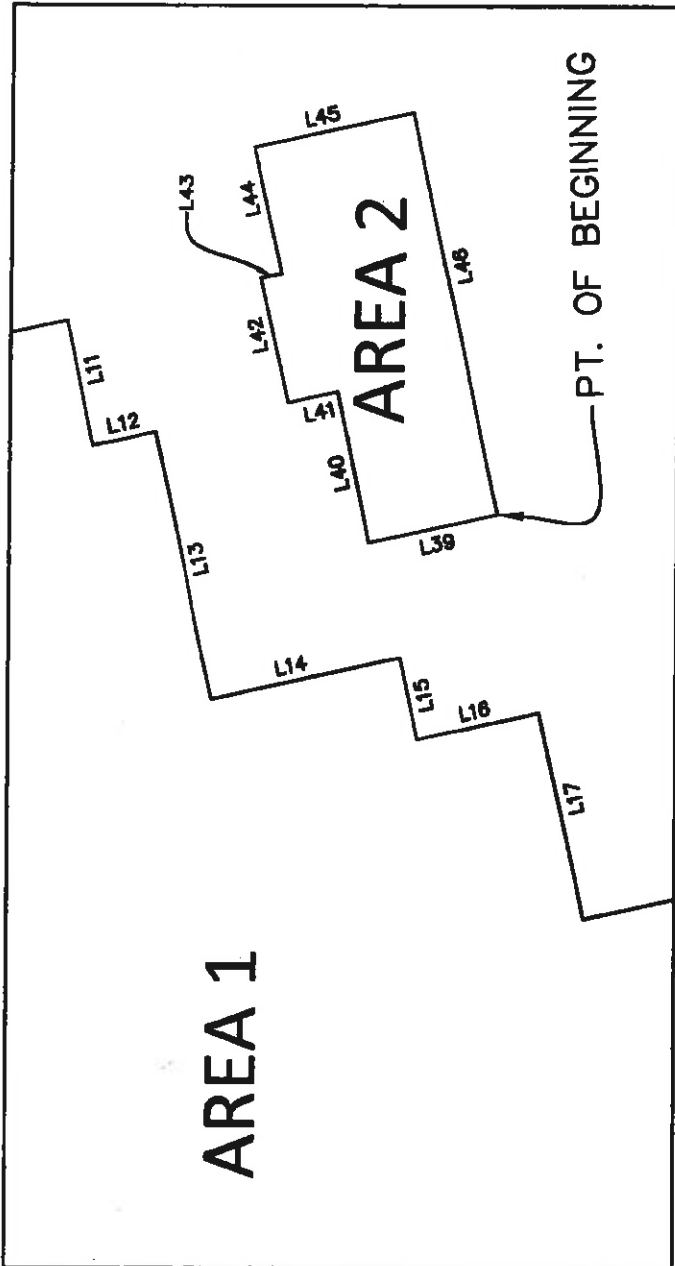
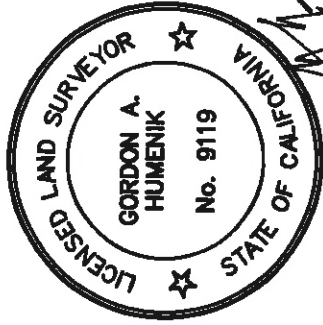
WEST 57.46 (TIE)

S 08°10'00" W 227.09'

AREA 6 POB
(SEE INSET)



EXHIBIT C-2
(NOT TO SCALE)



Line Table		
Line #	Bearing	Distance
L1	S71°58'23"E	11.92
L2	S27°49'22"E	14.37
L3	S81°58'23"E	21.08
L4	N47°44'36"E	11.69
L5	S80°43'23"E	9.51
L6	N43°12'27"E	11.61
L7	N10°58'23"W	28.99
L8	S75°06'24"E	9.16
L9	S05°57'03"E	106.64
L10	N84°02'57"E	14.46
L11	S05°57'03"E	5.11
L12	N84°02'57"E	2.56
L13	S05°57'03"E	10.90
L14	N84°02'57"E	7.75
L15	S05°57'03"E	3.33
L16	N84°02'57"E	5.03
L17	S05°57'03"E	8.41
L18	N84°02'57"E	20.32
L19	N05°57'03"W	6.91
L20	N84°02'57"E	6.77

Line Table		
Line #	Bearing	Distance
L21	S05°57'03"E	12.40
L22	N76°48'37"W	7.46
L23	S77°11'49"W	7.70
L24	S48°01'37"W	7.58
L25	S15°01'37"W	2.92
L26	S22°56'36"E	13.68
L27	S46°58'23"E	17.67
L28	S56°28'54"E	16.41
L29	S02°02'34"W	36.65
L30	N30°02'53"E	30.18
L31	N76°58'23"W	2.35
L32	S44°06'02"W	6.47
L33	N28°58'23"W	10.33
L34	N61°58'23"W	11.61
L35	S80°47'58"W	12.04
L36	S50°01'37"W	9.00
L37	S22°19'59"W	14.48
L38	S38°13'38"E	15.90
L39	S84°02'57"W	5.28
L40	N05°56'59"W	6.17

Line Table		
Line #	Bearing	Distance
L41	S84°03'01"W	2.06
L42	N05°56'59"W	5.09
L43	N84°03'01"E	0.82
L44	N05°56'59"W	5.16
L45	N84°02'57"E	6.52
L46	S05°57'03"E	16.42
L47	S80°45'00"E	120.25
L48	S40°55'07"W	9.89
L49	N52°16'13"W	1.82
L50	N80°43'23"W	50.77
L51	S09°16'37"W	0.67
L52	S80°43'23"E	5.68
L53	S09°16'37"W	11.63
L54	N79°56'39"W	3.67
L55	N09°23'19"E	7.55
L56	N25°35'03"W	12.78
L57	N73°49'36"W	53.37
L58	N76°53'36"W	4.64
L59	N64°33'04"W	11.87
L60	N83°52'49"E	12.20

Line Table		
Line #	Bearing	Distance
L61	N05°57'03"W	39.59
L62	S84°02'57"W	1.66
L63	N05°57'03"W	13.21
L64	S07°43'08"W	80.31
L65	S21°56'15"W	24.01
L66	S88°03'45"E	1.29
L67	N21°56'15"E	18.92
L68	S07°43'08"W	32.62
L69	S78°19'15"W	9.90
L70	S33°45'21"W	6.36
L71	S53°58'52"E	12.67
L72	N84°35'43"E	17.23
L73	S08°10'00"W	27.08

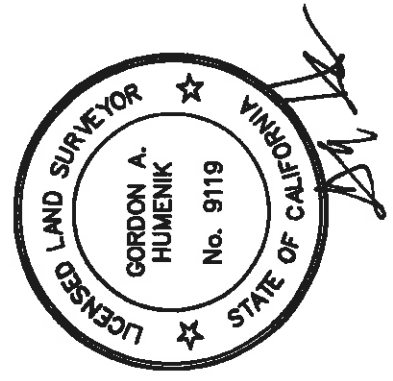


EXHIBIT C-3

Curve Table

Curve #	Radius	Distance	Delta	Chord Direction	Chord Length
C1	22.35	8.23	21°06'07"	S12°35'37"W	8.18
C2	400.00	30.87	4°25'19"	N85°59'11"W	30.86
C3	400.00	11.51	1°38'57"	N79°51'41"W	11.51
C4	100.00	133.84	76°41'03"	N40°41'56"W	124.07
C5	2040.00	41.68	1°10'14"	N02°56'31"W	41.68
C6	520.00	55.14	6°04'31"	N00°29'23"W	55.11
C7	4.50	7.00	89°07'36"	S53°50'25"W	6.32
C8	17.14	24.74	82°43'37"	S55°05'14"E	22.65
C9	45.21	22.35	28°19'49"	S00°26'29"W	22.13
C10	203.74	26.04	7°19'23"	S18°16'05"W	26.02
C11	84.49	22.48	15°14'38"	N15°46'43"E	22.41
C12	218.34	34.93	9°09'57"	N18°49'02"E	34.89
C13	67.40	59.68	50°43'47"	N11°07'49"W	57.75
C14	24.78	20.04	46°19'59"	N13°19'42"W	19.50
C15	400.00	13.65	1°57'21"	S88°18'41"W	13.65
C16	801.66	34.60	2°28'22"	N03°10'55"E	34.60
C17	9.48	21.58	130°21'26"	S64°47'17"E	17.21

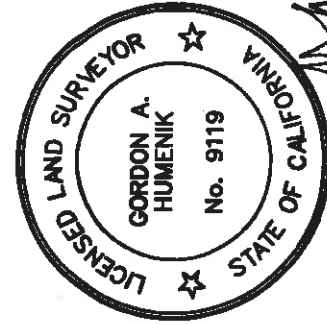


EXHIBIT C-4

