

Attachment B

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Recording Requested by:

The Law Office of Aengus L. Jeffers
215 West Franklin Street, 5th Floor
Monterey, CA 93940

When recorded return to:

Office of the County Surveyor
Monterey County PWFP
1441 Schilling Place, 2nd Floor
Salinas, CA 93901

CERTIFICATE OF CORRECTION
(PLN200124)

Pursuant to Section 66472.1 of the Government Code of the State of California (Subdivision Map Act) and Section 19.08.015(A)(7) of the Monterey County Code:

NOTICE IS HEREBY GIVEN that the map entitled "M.S. 85-14, Parcel Map, Division of 4.82 Acre Parcel", filed in the Office of the County Recorder of the County of Monterey on June 10, 1987 in Volume 17 of "Parcel Maps" at Page 50 is modified in accordance with Resolution No. 22-03 of the Monterey County Planning Commission, dated March 9, 2022, as follows:

The driveway and utility easement on Parcel "A" is deleted.

The building envelopes on Parcel "A" and Parcel "B" are adjusted. For adjusted building envelope, see Exhibit "A" and Exhibit "B", attached hereto.

Following are the names of the present fee owners of real property affected by such corrections:

- 3175 Del Ciervo, LLC a California Registered Limited Liability Company

-Del Ciervo Revocable Trust dated September 2, 2016
William S. Bloomer III and Geraldine A. Bloomer, Trustees

SURVEYOR'S CERTIFICATE

I certify that the above Certificate of Correction was prepared by or under the direction and control of the undersigned professional land surveyor.



Dave Edson PLS4974

Date 3/7/24



COUNTY SURVEYOR'S CERTIFICATE

I, Michael K. Goetz, County Surveyor, County of Monterey, State of California, certify that I have examined the foregoing Certificate of Correction and find that the only changes shown hereon are changes provided for by Section 66472.1 of the Government Code of the State of California (Subdivision Map Act) and Section 19.08.015 of the Monterey County Code and that this Certificate of Correction is technically correct.

Michael K. Goetz, PLS 5667
County Surveyor
County of Monterey

Date

When recorded return to:
COUNTY OF MONTEREY HOUSING &
COMMUNITY DEVELOPMENT –
PLANNING
Attn: **SUMMER OBLEDO**
1441 Schilling Pl, South 2nd Floor
Salinas, CA 93901
(831) 755-5025

Space above for Recorder's Use

Permit No.: PLN200124
Resolution No.: 22-003
3175 Del Ciervo, LLC, a
California Limited Liability
Owner Name: Company
Project Planner: Summer Obledo
APN: 008-371-024-000

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
 Exempt from transfer tax,
Reason: Transfer to a governmental entity

Signature of Declarant or Agent

CONSERVATION AND SCENIC EASEMENT DEED

THIS CONSERVATION AND SCENIC EASEMENT DEED (the "CSE Deed")
made this ____ day of _____, _____, by and between **3175 Del Ciervo, LLC, a
California Limited Liability Company** as Grantor, and the COUNTY OF MONTEREY ,
a political subdivision of the State of California, as Grantee,

WITNESSETH:

WHEREAS, said Grantor is the owner in fee of the real property more particularly
described as follows: All of Parcel A (the "Property"), as said parcel is shown on that
certain map entitled, "Parcel Map, Division of 4.82 Acre Parcel," etc., recorded in Book
17 of Parcel Maps at Page 50, Official Records of Monterey County, California, attached
hereto as Exhibit "A"; and

WHEREAS, Trois Bois Ltd., a California Corporation (the "Original Grantor"), was
the owner of the land that was subdivided into Parcel A and Parcel B, as shown on the
above-referenced Map; and

WHEREAS, pursuant to the approval of Resolution M.S. 85-14, Original Grantor granted a Grant of Conservation Easement to the County over portions of Parcels A and B, which Grant of Conservation Easement was recorded on June 10, 1987 at Reel 2108 at Page 857 Official Records of Monterey County (hereinafter the "Quitclaimed Easement"); and

WHEREAS, the County subsequently quitclaimed the Quitclaimed Easement in favor of a new Grant of Conservation Easement recorded on October 5, 1987 at Reel 2153 at Pages 268-281 Official Records of Monterey County, attached hereto as Exhibit "B" and incorporated herein by this reference (hereinafter the "1987 Easement"); and

WHEREAS, the 1987 Easement is identical to the Quitclaimed Easement except that it includes a reservation for driveway improvements to access a residence on the Property and expands the restricted portion of the Property; and

WHEREAS, the County accepted an amendment to the 1987 Easement in favor of an Amendment to Conservation and Scenic Easement recorded on June 22, 1998, as Document #9840220 in the Official Records of Monterey County (hereinafter the "1998 Amendment"); and

WHEREAS, the 1998 Amendment was conveyed to the County pursuant to a Coastal Development Permit (Permit Number 970138) approved by the Zoning Administrator on December 18, 1997, in Zoning Administrator Resolution Number 970138, which permitted the construction of a two story single family dwelling addition to the existing single family dwelling on the Property; and

WHEREAS, one of the objectives of this CSE Deed is to quitclaim the 1987 Easement along with the 1998 Amendment in order to wholly replace these prior easements with this CSE Deed; 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 entire Property of the Grantor; and

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

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

WHEREAS, a **Coastal Development Permit for a Lot Line Adjustment** (File Number **PLN200124**) (the “Permit”) was granted on **March 9, 2022** by the Monterey County **Planning Commission** pursuant to the Findings, Evidence, and Conditions contained in Resolution No. **22-003** (the “Resolution”). The Resolution is attached hereto as Exhibit “C” (without plans) and hereby incorporated by reference, subject to the following condition(s):

10. PDSP003 – SCENIC EASEMENT DEEDS

Responsible Department: Planning Department

Condition/Mitigation Monitoring Measure: Prior to recordation of deeds for the amended property configurations, issuance of certificates of compliance, and expiration of the entitlement, the Conservation & Scenic Easement recorded on County of Monterey Recorder Reel 2153 Pages 268 through 281, and as subsequently amended, shall be removed and replaced with two new Conservation and Scenic Easements (one for amended Parcel A and one for Amended Parcel B). These easements shall be processed concurrently with the Certificate of Correction (or Amending Parcel Map) required by Condition No. 6, and shall accomplish the following:

1. Adjust the easement configurations to align with the amended property boundaries, which a legal description and survey plat for each easement.
2. Align the easement configurations to align with the final building envelope boundaries depicted on the Certificate or Correction (or Amending Parcel Map).
3. Specify in the text of the easement the specific resources intended for protection.

A conservation and scenic easement shall be conveyed to the County over those portions of the property where (insert resources to be protected) exist(s). The easement shall be developed in consultation with certified professional. An easement deed shall be submitted to, reviewed and approved by the Director of RMA - Planning and accepted by the Board of Supervisors prior

WHEREAS, the resources being protected by this CSE Deed are viewshed protection from Seventeen Mile Drive and the protection of biological and cultural resources on the Property; 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 (the "Condition") described above requiring inter alia, that the Grantor replace the 1987 Easement, and as subsequently amended, with a new recorded conservation and scenic easement (this CSE Deed) which extends across the entire Property, except for those areas approved for development pursuant to the Resolution, and as legally and graphically described in Exhibit "D", attached hereto and incorporated herein (the CSE Area), to restrict development on and use of the Property to preserve the open space, scenic, and/or natural resource values present on the Property and to prevent the adverse direct and cumulative effects on coastal resources that 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 conforms 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 CSE Deed to enable Grantor to undertake the development authorized by the Permit; and

WHEREAS, it is intended that this CSE Deed 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, Grantor is willing to grant to the Grantee this CSE Deed and thereby protect the present scenic beauty and existing openness of the Property by the restricted use and enjoyment of the Property by the Grantor through the imposition of the amended conditions hereinafter expressed;

NOW, THEREFORE, the Grantor does hereby grant and convey unto the Grantee an estate, interest, and expanded CSE Area of the nature and character and to the extent hereinafter expressed, which estate, and interest, 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 AMENDED EASEMENT. The portion of the 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 "D", attached hereto, and made a part hereof, and is the CSE Area (as previously defined). At the request of Grantee, angle points of easement boundaries shall be permanently marked or monumented with surveyors' pipe or similar prior to commencement of grading so that the CSE 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 CSE Area by the Grantor and the acts which Grantor shall refrain from doing upon the CSE Area in connection herewith are, and shall be, as follows:

1. That no structures will be placed or erected upon said CSE Area.
2. That no advertising of any kind shall be located on or within the CSE Area except directional, warning, traffic, and for sale or rent signs.
3. That the Grantor shall neither plant nor permit to be planted any vegetation in the CSE Area, except plants both native to Del Monte Forest and approved by the County and Grantee. Periodic efforts to control invasive non-native plants within the easement area are encouraged.
4. That except for maintenance of existing roads and 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 Grantor shall not materially alter the landscape or other attractive scenic features of the CSE Area other than the uses specified above.
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 CSE Area. Grantor shall provide Grantee with advance notice whenever maintenance or construction activities will occur within or immediately adjacent to the Easement. At least 30 days prior to starting construction activities within or immediately adjacent to the CSE Area, Grantor

shall hand deliver or mail Grantee, at Grantee's official place of business, plans describing the scope and location of the proposed construction sufficient for Grantee to determine whether the construction work is likely to impact the CSE Area.

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 native habitat, the cultural resources, the public viewshed from Seventeen Mile Drive, and the natural vegetation and topography. Additionally, 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 use, maintain and repair existing driveways, existing walls, existing landscape improvements, utility and other service connections as are necessary to serve the property.

2. The use and occupancy of the CSE Area consistent with the conditions and restrictions herein imposed.

3. Management and removal of vegetation within the CSE Area in accordance with Public Resources Code Section 4291 and any approved and applicable permit on file with County HCD, including any applicable Forest Management Plan, Mitigation Monitoring Agreement, Fuel Management Plan, Landscape Plan, Erosion Control Plan, and the removal of any sick, diseased, dead, or non-native vegetation. Prospective new owners are encouraged to carefully review the above described plans and agreements.

4. Restoration and/or stabilization of eroded or similarly adversely impacted land, provided that said restoration and/or stabilization shall be performed in a manner which is consistent with maintaining the CSE Area's habitat value and pursuant to an approved Coastal Development Permit.

5. Non-habitable accessory development limited to utilities and civil improvements in accordance with a future approved permit on file with County HCD and approved by Grantee pursuant to Paragraph B.6 above which are constructed in a manner which does not unreasonably compromise the habitat values of the CSE Area.

6. Low intensity recreational uses such as hiking and picnicking in the CSE Area which is not inconsistent with the habitat goals of this CSE Deed.

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

E. BENEFIT AND BURDEN. This grant of this CSE Deed 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 or all its successors and assigns. This grant shall benefit Grantee on behalf of the County and its successors and assigns forever. This grant shall further benefit the County of Monterey in the event that the Grantee 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 CSE 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 easement. All costs and expenses for such maintenance, improvement use, or possession shall be borne by the Grantor, except for

costs incurred by the 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 CSE 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 CSE 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.

L. QUITCLAIM OF PRIOR SCENIC EASEMENTS. Subject to execution of this CSE Deed, Grantee hereby quitclaims those certain Scenic Easement Deeds recorded in the Official Records of Monterey County on October 5, 1987 at Reel 2153 at Pages 268-281 to Grantor and on June 22, 1998, as Document #9840220 to Grantor, in favor of this CSE Deed.

Executed this ____ day of _____, ____, at _____, California.

3175 Del Ciervo, LLC, a California Limited Liability Company

By: _____
(Signature)

Sonny F. Miller, Manager

(Print or Type Name and Title)

By: _____
(Signature)

(Print or Type Name and Title)

When recorded return to:
COUNTY OF MONTEREY HOUSING &
COMMUNITY DEVELOPMENT –
PLANNING
Attn: **SUMMER OBLEDO**
1441 Schilling Pl, South 2nd Floor
Salinas, CA 93901
(831) 755-5025

Space above for Recorder's Use

Permit No.: PLN200124
Resolution No.: 22-003
William S. Bloomer and
Geraldine A. Bloomer,
Trustees of The Del Ciervo
Revocable Trust dated
Owner Name: September 2, 2016
Project Planner: Summer Obledo
APN: 008-371-025-000

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
 Exempt from transfer tax,
Reason: Transfer to a governmental entity

Signature of Declarant or Agent

CONSERVATION AND SCENIC EASEMENT DEED

THIS CONSERVATION AND SCENIC EASEMENT DEED (the "CSE Deed")
made this ____ day of _____, _____, by and between **William S. Bloomer and
Geraldine A. Bloomer, Trustees of the Del Ciervo Revocable Trust dated September
2, 2016** as Grantor, and the COUNTY OF MONTEREY , a political subdivision of the
State of California, as Grantee,

WITNESSETH:

WHEREAS, said Grantor is the owner in fee of the real property more particularly
described as follows: All of Parcel B (the "Property"), as said parcel is shown on that
certain map entitled, "Parcel Map, Division of 4.82 Acre Parcel," etc., recorded in Book
17 of Parcel Maps at Page 50, Official Records of Monterey County, California, attached
hereto as Exhibit "A"; and

WHEREAS, Trois Bois Ltd., a California Corporation (the "Original Grantor"), was

the owner of the land that was subdivided into Parcel A and Parcel B, as shown on the above-referenced Map; and

WHEREAS, pursuant to the approval of Resolution M.S. 85-14, Original Grantor granted a Grant of Conservation Easement to the County over portions of Parcels A and B, which Grant of Conservation Easement was recorded on June 10, 1987 at Reel 2108 at Page 857 Official Records of Monterey County (hereinafter the "Quitclaimed Easement"); and

WHEREAS, the County subsequently quitclaimed the Quitclaimed Easement in favor of a new Grant of Conservation Easement recorded on October 5, 1987 at Reel 2153 at Pages 268-281 Official Records of Monterey County, attached hereto as Exhibit "B" and incorporated herein by this reference (hereinafter the "1987 Easement"); and

WHEREAS, the 1987 Easement is identical to the Quitclaimed Easement except that it includes a reservation for driveway improvements to access a residence on the Property and expands the restricted portion of the Property; and

WHEREAS, the County accepted an amendment to the 1987 Easement in favor of an Amendment to Grant of Conservation Easement recorded on October 19, 2016, as Document #2016063254 in the Official Records of Monterey County (hereinafter the "2016 Amendment"); and

WHEREAS, the 2016 Amendment was conveyed to the County pursuant to a Minor and Trivial Amendment, Permit Number PLN160414 approved by the Director of Planning on September 27, 2016, in Director of Planning Resolution Number 16-050, which permitted modifications to an existing scenic easement to include landscaping improvements that were permitted within the scenic easement on the Property; and

WHEREAS, one of the objectives of this CSE Deed is to quitclaim the 1987 Easement along with the 2016 Amendment in order to wholly replace these prior easements with this CSE Deed; 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 entire Property of the Grantor; and

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

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

WHEREAS, a **Coastal Development Permit for a Lot Line Adjustment** (File Number **PLN200124**) (the “Permit”) was granted on **March 9, 2022** by the Monterey County **Planning Commission** pursuant to the Findings, Evidence, and Conditions contained in Resolution No. **22-003** (the “Resolution”). The Resolution is attached hereto as Exhibit “C” (without plans) and hereby incorporated by reference, subject to the following condition(s):

10. PDSP003 – SCENIC EASEMENT DEEDS

Responsible Department: Planning Department

Condition/Mitigation Monitoring Measure: Prior to recordation of deeds for the amended property configurations, issuance of certificates of compliance, and expiration of the entitlement, the Conservation & Scenic Easement recorded on County of Monterey Recorder Reel 2153 Pages 268 through 281, and as subsequently amended, shall be removed and replaced with two new Conservation and Scenic Easements (one for amended Parcel A and one for Amended Parcel B). These easements shall be processed concurrently with the Certificate of Correction (or Amending Parcel Map) required by Condition No. 6, and shall accomplish the following:

1. Adjust the easement configurations to align with the amended property boundaries, which a legal description and survey plat for each easement.
2. Align the easement configurations to align with the final building envelope boundaries depicted on the Certificate or Correction (or Amending Parcel Map).
3. Specify in the text of the easement the specific resources intended for protection.

A conservation and scenic easement shall be conveyed to the County over those portions of the property where (insert resources to be protected) exist(s). The easement shall be developed in consultation with certified professional. An easement deed shall be submitted to, reviewed and approved by the Director of RMA - Planning and accepted by the Board of Supervisors prior

WHEREAS, the resources being protected by this CSE Deed are viewed protection from Seventeen Mile Drive and the protection of biological and cultural resources on the Property; 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 (the "Condition") described above requiring inter alia, that the Grantor replace the 1987 Easement, and as subsequently amended, with a new recorded conservation and scenic easement (this CSE Deed) which extends across the entire Property, except for those areas approved for development pursuant to the Resolution, and as legally and graphically described in Exhibit "D", attached hereto and incorporated herein (the CSE Area), to restrict development on and use of the Property to preserve the open space, scenic, and/or natural resource values present on the Property and to prevent the adverse direct and cumulative effects on coastal resources that 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 conforms 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 CSE Deed to enable Grantor to undertake the development authorized by the Permit; and

WHEREAS, it is intended that this CSE Deed 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, Grantor is willing to grant to the Grantee this CSE Deed and thereby protect the present scenic beauty and existing openness of the Property by the restricted use and enjoyment of the Property by the Grantor through the imposition of the amended conditions hereinafter expressed;

NOW, THEREFORE, the Grantor does hereby grant and convey unto the Grantee an estate, interest, and expanded CSE Area of the nature and character and to the extent hereinafter expressed, which estate, and interest, 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 AMENDED EASEMENT. The portion of the 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 "D", attached hereto, and made a part hereof, and is the CSE Area (as previously defined). At the request of Grantee, angle points of easement boundaries shall be permanently marked or monumented with surveyors' pipe or similar prior to commencement of grading so that the CSE 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 CSE Area by the Grantor and the acts which Grantor shall refrain from doing upon the CSE Area in connection herewith are, and shall be, as follows:

1. That no structures will be placed or erected upon said CSE Area.
2. That no advertising of any kind shall be located on or within the CSE Area except directional, warning, traffic, and for sale or rent signs.
3. That the Grantor shall neither plant nor permit to be planted any vegetation in the CSE Area, except plants both native to Del Monte Forest and approved by the County and Grantee. Periodic efforts to control invasive non-native plants within the easement area are encouraged.
4. That except for maintenance of existing roads and 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 Grantor shall not materially alter the landscape or other attractive scenic features of the CSE Area other than the uses specified above.
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 CSE Area. Grantor shall provide Grantee with advance notice whenever maintenance or construction

activities will occur within or immediately adjacent to the Easement. At least 30 days prior to starting construction activities within or immediately adjacent to the CSE Area, Grantor shall hand deliver or mail Grantee, at Grantee's official place of business, plans describing the scope and location of the proposed construction sufficient for Grantee to determine whether the construction work is likely to impact the CSE Area.

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 native habitat, the cultural resources, the public viewshed from Seventeen Mile Drive, and the natural vegetation and topography. Additionally, 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 use, maintain and repair existing driveways, existing walls, existing landscape improvements, utility and other service connections as are necessary to serve the property.

2. The use and occupancy of the CSE Area consistent with the conditions and restrictions herein imposed.

3. Management and removal of vegetation within the CSE Area in accordance with Public Resources Code Section 4291 and any approved and applicable permit on file with County HCD, including any applicable Forest Management Plan, Mitigation Monitoring Agreement, Fuel Management Plan, Landscape Plan, Erosion Control Plan, and the removal of any sick, diseased, dead, or non-native vegetation. Prospective new owners are encouraged to carefully review the above described plans and agreements.

4. Restoration and/or stabilization of eroded or similarly adversely impacted land, provided that said restoration and/or stabilization shall be performed in a manner which is consistent with maintaining the CSE Area's habitat value and pursuant to an approved Coastal Development Permit.

5. Non-habitable accessory development limited to utilities and civil improvements in accordance with a future approved permit on file with County HCD and approved by Grantee pursuant to Paragraph B.6 above which are constructed in a manner which does not unreasonably compromise the habitat values of the CSE Area.

6. Low intensity recreational uses such as hiking and picnicking in the CSE Area which is not inconsistent with the habitat goals of this CSE Deed.

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

E. BENEFIT AND BURDEN. This grant of this CSE Deed 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 or all its successors and assigns. This grant shall benefit Grantee on behalf of the County and its successors and assigns forever. This grant shall further benefit the County of Monterey in the event that the Grantee 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 CSE 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 easement. All costs and expenses for such maintenance, improvement use, or possession shall be borne by the Grantor, except for costs incurred by the 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 CSE 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 CSE 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.

L. QUITCLAIM OF PRIOR SCENIC EASEMENTS. Subject to execution of this CSE Deed, Grantee hereby quitclaims those certain Scenic Easement Deeds recorded in the Official Records of Monterey County on October 5, 1987 at Reel 2153 at Pages

268-281 to Grantor and on October 19, 2016, as Document #2016063254 to Grantor, in favor of this CSE Deed.

Executed this ____ day of _____, ____, at _____, California.

Del Ciervo Revocable Trust dated September 2, 2016

By: _____
(Signature)

William S. Bloomer, Trustee
(Print or Type Name and Title)

By: _____
(Signature)

Geraldine A. Bloomer, Trustee
(Print or Type Name and Title)

