

# Exhibit I

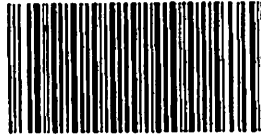
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Stephen L. Vagnini  
Monterey County Recorder  
Recorded at the request of  
**County of Monterey**

RANJELIQUE  
10/19/2016  
9 17 49

When recorded return to  
MONTEREY COUNTY RESOURCE  
MANAGEMENT AGENCY  
PLANNING DEPARTMENT  
Attn Elizabeth Gonzales  
168 West Alisal St , 2<sup>nd</sup> Floor  
Salinas, CA 93901  
(831) 755-5025

DOCUMENT: **2016063254**



Titles 1/ Pages 24  
Fees  
Taxes  
Other  
AMT PAID

Space above for Recorder's Use

Permit No : PLN160414  
Resolution No.: Resolution Number  
JOHN E VAN  
VALKENBURGH, Trustee  
of Van Valkenburgh  
Owner Name: Revocable Trust  
Project Planner: Elizabeth Gonzales  
APN 008-371-025

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 of Declarant or Agent

## **AMENDMENT TO GRANT OF CONSERVATION EASEMENT (COASTAL)**

**THIS AMENDMENT TO GRANT OF CONSERVATION EASEMENT**  
(hereinafter, "Amendment") is made this 28 day of September 2016, by and  
between JOHN E VAN VALKENBURGH, Trustee of The Van Valkenburgh Revocable  
Trust dated January 14, 1988, as Successor Grantor, and the COUNTY OF  
MONTEREY, a political subdivision of the State of California, as Grantee,

### **WITNESSETH:**

WHEREAS, Successor Grantor is the owner of the fee simple title and estate in  
and to that certain real property situate in El Pescadero Rancho, Monterey County,  
California, 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 herein incorporated by reference (the "Map"),

WHEREAS, the Property comprises a separate and legal parcel resulting from a Minor Subdivision approved by the County pursuant to Resolution M S 85-14 and confirmed by the filing of the Map in the Official Records of Monterey County, 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, in 1998, Original Grantor and County amended the Grant of Conservation Easement with respect to Parcel A (Amendment to Conservation and Scenic Easement Deed, recorded on June 22, 1998 as Document no 9840220 in the Official Records of Monterey County), and said amendment was recorded only against Parcel A, and

WHEREAS, in 1999, Original Grantor sold Parcel B while retaining ownership of Parcel A, and

WHEREAS, Successor Grantor is the current owner of Parcel B and desires to amend the Grant of Conservation Easement with respect to Parcel B, and

WHEREAS, the 1987 Easement partitions the Property into two (2) areas, namely (1) the "Parcel B Residence Site," and (2) the "Open Space Property " The Parcel B Residence Site consists of that portion of the Property particularly described on the Map as "Building Envelope" The Open Space Property consists of that portion of the Property particularly described on the Map as "Scenic Easement", and

WHEREAS, the 1987 Easement regulates development permitted in the Open Space Property portion of the Property, and

WHEREAS, the conservation objectives of the 1987 Easement include public viewshed protection from Seventeen Mile Drive and the protection of potential biological and cultural resources on the Property, and

WHEREAS, a main residence was subsequently constructed within the Parcel B Residence Site along with landscape improvements within both the Parcel B Residence Site and the Open Space Property areas and this development is detailed in the Site Plan attached hereto and incorporated herein as Exhibit "C" (the "Landscaping Improvements"), and

WHEREAS, the Landscaping Improvements were authorized by County issued permits without the 1987 Easement being shown on the plans, and

WHEREAS, the development detailed in the Site Plan including the Landscaping Improvements were constructed consistent with County approved plans but said Landscaping Improvements encroach into the Open Space Property, and

WHEREAS, on September 27, 2016, a Minor and Trivial Amendment was approved to amend conditions of MS85014 allowing the Landscape Improvements within the Open Space Property as shown on Exhibit C , and

WHEREAS, the parties desire to amend the 1987 Easement to allow the afore-referenced Landscaping Improvements within the legally described Parcel B Open Space Property

**NOW, THEREFORE**, the parties do hereby amend the 1987 Easement as follows

**A REVISED RESTRICTIONS ON PARCEL B OPEN SPACE PROPERTY**

The Parcel B Open Space Property established by the original 1987 Easement is hereby amended to allow the Landscape Improvements shown on the Site Plan attached hereto as Exhibit "C", attached hereto and incorporated herein

**B LIABILITY AND INDEMNIFICATION** This Amendment is made and accepted upon the express condition that the Grantee, its agencies, departments, officers, agents, and employees are to be free from all liability and claim for damage by reason of any injury to any person or persons, including Grantor, or property of any kind whatsoever and to whomsoever belonging, including Grantor, from any cause or causes whatsoever, except matters arising out of the sole negligence of the Grantee, while in, upon, or in any way connected with the Property. Successor Grantor hereby covenanting and agreeing to indemnify and hold harmless the Grantee, its agencies, departments, officers, agents, and employees from all liability, loss, cost, and obligations on account of or arising out of such injuries or losses however occurring. In addition, Successor Grantor and its successors and assigns agree to defend, indemnify, and hold harmless the County and its agents, officers, and employees from any and all claims, actions, or proceedings against the County or its agents, officers, and employees to attack, set aside, void or annul the approval of this Amendment to Grant of Conservation Easement and/or the afore-referenced Minor and Trivial Amendment. The Grantee shall have no right of control over, nor duties and responsibilities with respect to the Property which would subject the Grantee to any liability occurring upon the Property by virtue of the fact that the right of the Grantee to enter the Property 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 for the purposes of correcting any "dangerous condition" as those terms are defined by California Government Code Section 830

**C CONTINUING FORCE OF EASEMENT** Except as previously amended and amended herein, all other terms and conditions of the 1987 Easement remain in full force and effect

**D SUCCESSORS AND ASSIGNS** The terms, covenants, conditions, exceptions, obligations, and reservations contained in the 1987 Easement, as

previously amended and as herein amended, shall be binding upon and inure to the benefit of the successors and assigns of both the Successor Grantor and the Grantee, whether voluntary or involuntary

E SEVERABILITY If any provision of the 1987 Easement as previously amended and as herein amended or any provision this Amendment is held to be invalid or for any reason becomes unenforceable, no other provision shall be thereby affected or impaired

Executed this 23 day of September<sup>2016</sup>, at Carmel, California

JOHN E VAN VALKENBURGH, Trustee of The Van Valkenburgh Revocable Trust dated January 14, 1988

By John E Van Valkenburgh Date 9-23-2016  
(Signature)  
John E Van Valkenburgh, as Trustee

**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)  
COUNTY OF MONTEREY)

On 9-23-16 before me, Lisa M. Connally, a Notary Public, personally appeared John E. Van Valkenburgh, 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 Lisa M. Connally





This is to certify that the interest in real property conveyed by this amendment to the 1987 Easement from John E Van Valkenburgh, Trustee of The Van Valkenburgh Revocable Trust dated January 14, 1988 to the County of Monterey, a political corporation and governmental agency, is hereby accepted by order of the Board of Supervisors on September 28, 2016, (or by the undersigned officer or agent on behalf of the County of Monterey pursuant to authority conferred by Resolution No 75-39 of the Board of Supervisors of the County of Monterey adopted on February 4, 1975,) and the Grantee consents to recordation thereof by its duly authorized officer

DATED 9-28-16

Jane B. Parker

Type/Print Name AKA Jane B. Parker  
Jane Parker, Chair  
Monterey County Board of Supervisors

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 September 28, 2016 before me, Denise Hancock, a Notary Public, personally appeared Jane B. Parker, 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 Denise Hancock

(Seal)

Document Form/Content Acceptable

Charles, J McKee, County Counsel

By Wendy S. Strimling  
Type/Print Name Wendy S. Strimling  
Senior Deputy County Counsel

DATED 9/20/16

MAP 01

N 0462000

E 1140000 SN 19768

VOL 17 PAR PG. 50

**RANGE OF GRANTING.**

The Granting of 8 3/4' x 1/4' W on the northwesterly boundary of Parcel 2, an odd parcel as shown on the certain map entitled "Parcel Map of 4.82 Acre Parcel", recorded in Volume 17 of Parcel Maps at Page 50, as found in the original, and taken as the basis of bearings shown on this map.

**NOTE.**

Underground Utilities are required in this subdivision in accordance with Chapter 13 1/2 151243 of the Monterey County Code.

**LEGEND.**

- = Round 1 1/2" Rubber with plastic plug, L53213
- = Round 2" x 2", Tag as shown
- = Set 1 1/2" Pins, R.C.E. 12223

All other corners to corners herein, nothing found or set

**ENGINEER'S CERTIFICATE**

This map was prepared by me or under my direction and is based upon a field survey by me personally with the requirements of the Subdivision Map Act and local ordinances at the request of Charles Davis in April 1987. I hereby certify that this parcel map substantially conforms to the approved or conditionally approved tentative map if any. I hereby state that all the necessary care of the situation and survey the positions indicated and that such statements are sufficient to enable the survey to be retraced.

Signed: Charles W. Hinkle  
 Title: Engineer  
 Exp. Date: March 31, 1993

**COUNTY SURVEYOR'S CERTIFICATE**

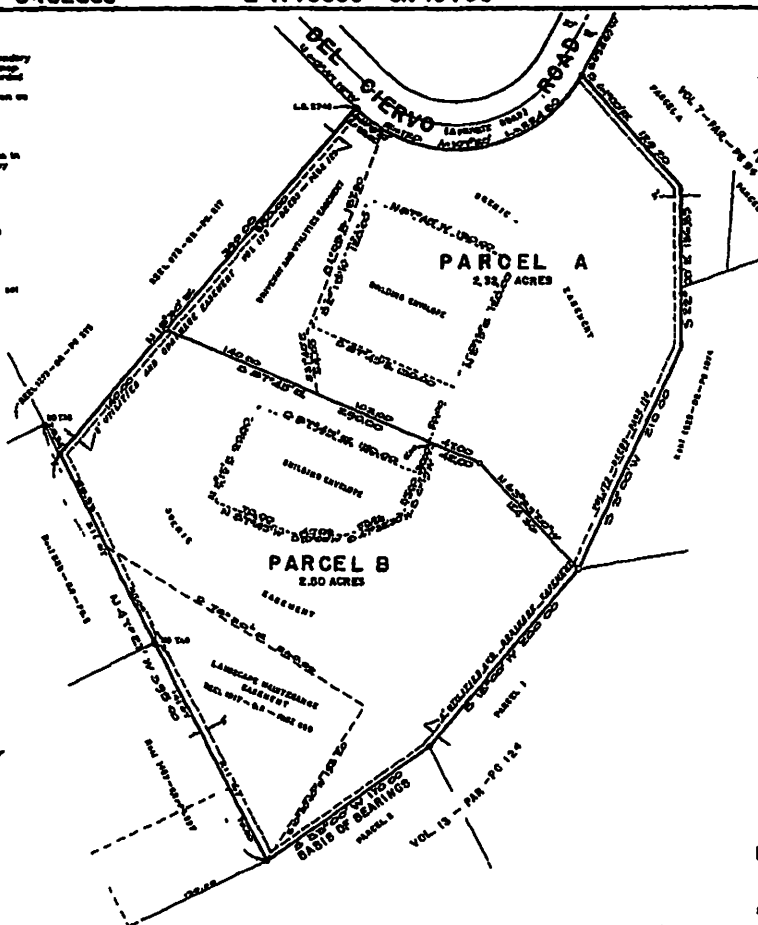
This map conforms with the requirements of the Subdivision Map Act and local ordinances.

Dated: MAY 28, 1987  
BRUCE W. McCLAIN  
 County Surveyor  
 By: Donald L. Bradford Deputy

**COUNTY RECORDER'S CERTIFICATE**

Filed for 1/4 of Section 18 of Township 12N Range 12E of San Benito County, California, at the request of Charles W. Hinkle of Survey and Subdivisions Co.

Barbara A. Hinkle  
 County Recorder  
 By: Barbara Hinkle Deputy  
 Serial No. 28302 File No. 12E



**OWNER'S CERTIFICATE**

We hereby certify that we are the owners of the real property included within the subdivision shown upon this map and we consent to the preparation and recording of said map and subdivision as shown within the subdivision boundary here.

Trust Bets Ltd. A New York Corporation  
 By: John J. Bets Assistant Secretary

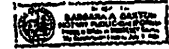
**NOTARY CERTIFICATE**

STATE OF CALIFORNIA  
 COUNTY OF MONTEREY

On May 28, 1987 before me the undersigned, a Notary Public in and for the State, personally appeared John J. Bets known to me to be the Assistant Secretary of the corporation that executed the within instrument known to me to be the person who executed the within instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature: Barbara A. Hinkle  
 Title: Notary Public



- NOTE.**
- Signatures of the following are not required as they hold only certain interests which cannot ripen into a fee:
- (1) Lucille Huntington, holder of easement rights by document recorded in Book 1817 at Page 641, Official Records of Monterey County, California.
  - (2) Del Monte Properties Company or their successors in interest, holder of easement rights by document recorded in Volume 172 of Deeds at Page 121, records of Monterey County, California.

Exhibit "A"

M.S. 85-14

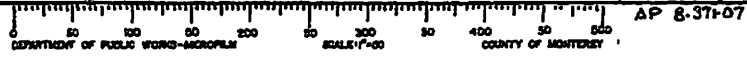
NEILL ENGINEERS, INC. CAROL MONTEREY

**PARCEL MAP**

DIVISION OF 4.82 ACRE PARCEL  
 IN EL PESCADERO RANCHO  
 MONTEREY COUNTY, CALIFORNIA

MAY 1987 SCALE: 1"=50' W D 6276

LOG 4786



Before the Board of Supervisors in and for the County of Monterey, State of California

RECORDED AT REQUEST OF BOARD OF SUPERVISORS

Oct 5 11 21 AM '87

Modification of Scenic Conservation )  
for Minor Subdivision MS-85-14, )  
Approved . . . . . )

61067

OFFICE OF RECORDER  
COUNTY OF MONTEREY  
SALINAS, CALIFORNIA

NO FEE

Upon motion of Supervisor Del Piero, seconded by Supervisor Shipnuck, and carried by those members present, the Board hereby:

- 1. Quitclaims to Trois Bois, Ltd., the scenic easement over the property which is the subject of minor subdivision MS-85-14.
- 2. Accepts a new scenic easement.

PASSED AND ADOPTED this 25th day of August, 1987, by the following vote, to-wit:

AYES: Supervisors Del Piero, Shipnuck, Petrovic & Strasser Kauffman.

NOES: None.

ABSENT: Supervisor Karas.

I, ERNEST K MORISHITA, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof at page   --   of Minute Book   59  , on   Aug. 25, 1987    
Dated Aug. 25, 1987

ERNEST K MORISHITA, Clerk of the Board of Supervisors, County of Monterey, State of California.

By   Anne Arce    
Deputy

EXHIBIT <u>B</u>
PAGE <u>1</u> OF <u>13</u> PAGES

Recording requested by  
and when recorded mail to:  
Moran, Lloyd, Karachale  
& Dyer, Incorporated  
P. O. Box 3350  
Monterey, CA 93942-3350

REEL 2153 PAGE 268

### GRANT OF CONSERVATION EASEMENT

This Grant of Conservation Easement is made by TROIS BOIS, LTD. ("Grantor"), to and with the COUNTY OF MONTEREY, a political subdivision of the State of California ("Grantee").

#### FACTS AND OBJECTIVES

This Grant of Conservation Easement is made with reference to the following facts and objectives:

A. Grantor is the owner of the fee simple title and estate in and to that certain real property situate in El Pescadero Rancho, Monterey County, California, particularly described as follows: All of Parcels A and B (the "Property"), as said parcels are 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 herein incorporated by reference (the "Map").

B. Parcel A consists of two (2) areas, namely: (1) the "Parcel A Residence Site;" and (2) the "Open Space Property." The Parcel A Residence Site consists of the

following areas: (1) those portions of the Property particularly described on the Map as located within Parcel A, and more particularly described on the Map as "Building Envelope" and "Driveway and Utilities Easement;" and (2) that portion of the Property particularly described on the Map as located within Parcel A, on which a caretaker's residence is presently located.

C. Parcel B consists of two (2) areas, namely: (1) the "Parcel B Residence Site;" and (2) the "Open Space Property." The Parcel B Residence Site consists of that portion of the Property particularly described on the Map as located within Parcel B, and more particularly described on the Map as "Building Envelope."

D. The Open Space Property consists of all of the area described on the Map as "Scenic Easement," with the exception of that portion of the Property hereinabove described upon which the caretaker's residence is located.

E. Grantor intends to construct a residential dwelling on the Parcel A Residence Site, and a residential dwelling on the Parcel B Residence Site, and has applied for a permit from the California Coastal Commission (No. 3-86-246) for permission to divide the Property into two (2) single family residential parcels as shown on the Map (Exhibit "A"), which permit requires a grant of scenic easement.

F. Grantor wishes to preserve the character of Parcels A and B by restricting subsequent owners of Parcels A

and B from dividing the same into more than two (2) lots which can be separately owned.

G. The Open Space Property is currently in a substantially undisturbed natural and open state. The Open Space Property has significant and unique natural scenic beauty, provides a natural habitat for wildlife and plants, and possesses significant aesthetic and ecological values and characteristics. Grantor desires to preserve the open space and scenic beauty of the Open Space Property, to protect the Open Space Property as a relatively natural habitat for wildlife and plants, and to conserve and maintain the significant aesthetic and ecological values and characteristics of the Open Space Property, for the benefit of the public interest and pursuant to the policy of the State of California expressed in California Civil Code Section 815.

H. Grantee is a political subdivision of the State of California and as such is organized to protect and preserve the scenic, aesthetic and ecological values of land as open space and relatively natural habitat.

I. Grantor desires to transfer the right to protect and preserve the scenic, open space, natural habitat, aesthetic and ecological values and characteristics of the Open Space Property to Grantee, and Grantee desires to accept such responsibility, on the terms and conditions hereinafter set forth, the purpose of said transfer being to benefit the public by the preservation of such natural habitat, aesthetic and

ecological values."

GRANT

NOW, THEREFORE, Grantor hereby voluntarily grants and conveys to Grantee, its successors and assigns, in perpetuity, a Conservation Easement, pursuant to California Civil Code Section 815 et seq., on, over and across the Open Space Property. Said Conservation Easement consists of the rights, covenants, restrictions, conditions and limitations enumerated hereinafter, subject to the reservations of rights hereinafter set forth, all of which rights, covenants, restrictions, conditions, limitations and reservations shall operate as covenants running with the land in perpetuity and shall bind Grantor and all of Grantor's successors in ownership to the Property in perpetuity. It is the intention and objective of Grantor that this Grant of Conservation Easement shall impose restrictions on the use of the Open Space Property which shall limit such use to activities which will not cause or threaten impairment of the scenic, open space, natural habitat, aesthetic or ecological characteristics of the Open Space Property, and that Grantee shall have the right to prevent the use or development of the Open Space Property for any purpose or in any manner that would conflict with the preservation and maintenance of the Open Space Property as open space and in a natural state, subject to the rights reserved by Grantor herein. This Grant of Conservation Easement conveys no rights in the Parcel A or Parcel B Residence Sites; nor does it contain any covenants or limitations affecting the

same.

TERMS AND CONDITIONS

1. Restrictions on Use.

Grantor covenants and agrees for himself, his successors and assigns that Grantor, his successors and assigns shall not:

- A. Erect, place or maintain, or permit erection, placement or maintenance of any improvement, building, or structure on the Open Space Property other than those specifically described or permitted under the rights reserved herein;
- B. Cut, uproot or remove, or permit the cutting, uprooting or removal, of live trees or any other native vegetation on the Open Space Property except that required for fire prevention, eradication of non-native vegetation, elimination of diseased growth or similar preventive measures, or as required to exercise the rights reserved herein, and all in accordance with Policies 31 and 32 of the Del Monte Forest Area Land Use Plan;
- C. Excavate or grade, or permit excavation or grading, except as such rights are specifically reserved herein, or for such archaeological research under the supervision of the State Historic Preservation Office as has been approved by Grantor and Grantee;
- D. Explore for or extract minerals, hydrocarbons, soils or other materials except as such rights are reserved



herein;

- E. Use or allow any use of the Open Space Property that will materially alter the landscape or topography thereof, or permit damage from overuse by livestock;
- F. Use or permit the use of the Open Space Property for any purpose except as open space consistent with the stated purposes and covenants, restrictions, conditions, limitations and reservations of this Grant of Conservation Easement.

Grantor agrees that all land uses excepted and reserved herein from the restrictions of paragraph 1. shall be subject to the ordinances of Grantee regulating the use of land.

2. Reservation of Rights.

Subject to the ordinances of Grantee regulating the use of land, Grantor reserves from the foregoing grant and covenants, restrictions, conditions and limitations the following rights, which are consistent with Grantor's intentions and with this Grant of Conservation Easement, though not an exhaustive recital of consistent use and practices:

- A. The right to use, maintain and repair the existing roads and water, utility and other service facilities located on or within the Open Space Property, and the right to replace said roads and facilities in the event of destruction thereof. Said rights are reserved for the benefit of Grantor (as appurtenant to the Property) and for all persons entitled to use said

roads and facilities pursuant to easements granted or conveyed by Grantor or Grantor's predecessors in interest in the Property.

- B. The right to construct, install, use, maintain, and repair a driveway and water, utility or other service facilities on or within the Open Space Property for the purpose of serving with access, parking, fire truck turnaround, water, utilities, and other services, each of the single-family residences to be constructed within those areas described on the Map as "Building Envelope," and the right to replace said driveway and facilities in the event of destruction thereof. Said rights are reserved for the benefit of Grantor (as appurtenant to the Property) and for all persons entitled to use said driveway and facilities pursuant to easements which may be granted or conveyed by Grantor, its successors or assigns.
- C. The right to enter upon and use the Open Space Property for passive recreational purposes (such as hiking, picnicking, and nature observation or use by domestic animals) in a manner consistent with the conservation and preservation of the Open Space Property as scenic open space and wildlife and plant habitat. Said rights are reserved for the benefit of Grantor (as appurtenant to the Property).

- D. The right to enter upon the Open Space Property as necessary in order to inspect the Open Space Property and to prevent use of the Open Space Property in a manner inconsistent with public safety needs, the need to protect public rights and the rights of other owners in the immediate area where the Property is situated, and the need to protect natural resource areas from overuse, as prescribed in Public Resources Code Sections 30210 and 30212.
- E. The right to construct, erect and install fencing (e.g., split-rail or wire) which is open in an amount sufficient to allow free passage of native wildlife.
- F. The right to enter upon and use the Open Space Property as necessary for the proper exercise of all rights reserved hereunder.

3. Rights and Responsibilities of Grantee.

As a material part of this grant, Grantor grants to Grantee, and Grantee accepts from Grantor, the right and responsibility to preserve and protect in perpetuity the scenic, open space, natural habitat, aesthetic and ecological values and qualities of the Open Space Property, in connection with such grant and acceptance of such rights and responsibilities.

- A. Grantor grants Grantee the right to identify, to preserve and protect in perpetuity, and to enhance where feasible the natural, open space, aesthetic and ecological values of the Open Space Property.

- B. Grantor grants to Grantee, its successors and assigns, in perpetuity, the right to enter on the Open Space Property on reasonable written notice to Grantor, his successors and assigns, to observe and enforce compliance with the terms of this Grant.
- C. Grantee shall have the right to remove any building, structure, improvement or other thing, built, erected or placed on the Open Space Property contrary to the purposes of this Conservation Easement and the reservations of this Conservation Easement, and shall have the right to prevent or prohibit any activity which is contrary to the stated purposes, terms, conditions, restrictions and covenants of this Conservation Easement that may impair or destroy the scenic, open space, natural habitat, aesthetic and ecological values and qualities of the Open Space Property. Grantee may enforce the terms of this agreement by proceedings in the Superior Court of the State of California, including injunctions, specific performance, and all other available remedies.
- D. Should Grantor, his successors or assigns, undertake any activity in violation of this Conservation Easement, Grantee and its successors and assigns shall have the right to compel the restoration of that portion of the Open Space Property affected by such activity to the condition that existed prior to the

undertaking of such unauthorized activity. In such case, the costs of such restoration and Grantee's expenses and costs of suit, including attorney's fees, shall be borne by Grantor or those of his successors or assigns against whom judgment is entered, or, in the event that Grantee secures redress without a completed judicial proceeding, by Grantor or those of his successors or assigns who are otherwise determined to be responsible for the unauthorized activity.

- E. Any forbearance by Grantee to exercise any of Grantee's rights hereunder in the event of any breach hereof by Grantor, his successors and assigns shall not be deemed or construed to be a waiver of Grantee's rights hereunder in the event of any subsequent breach.

4. Grantor's Responsibilities:

Grantor, his successors and assigns, agree to bear all costs and liabilities of operation, upkeep and maintenance of the Open Space Property including but not limited to all property taxes and assessments and public liability insurance, and do hereby agree to indemnify and hold harmless Grantee and its successors and assigns from any and all liability arising out of the use and ownership of the Open Space Property by Grantor, Grantor's agents, employees and invitees. Grantor, his successors and assigns further agree to pay any and all real property taxes and assessments levied by competent authority on

the Property; reserving, however, to Grantor, his successors and assigns, the right to challenge the propriety of any property tax or assessment levied on the Open Space Property.

5. Subject to Conditions of Record.

This grant is subject to all rights, covenants, conditions, easements and other matters of record and shall not abrogate, impair or otherwise affect any rights that persons other than Grantor may have to use the Open Space Property pursuant to any such rights, covenants, conditions, easements and other matters of record provided, however, that this grant shall be senior to all liens created by any mortgage or deed of trust on said Open Space Property.

6. Notice.

In the event of the exercise of any of the rights reserved herein in a manner which involves any work or construction on or affecting the Open Space Property (other than routine maintenance and repair of the existing roads, driveway, gate and other appurtenances, and water, utility and services facilities), Grantor, his successors and assigns, agree to advise Grantee in writing ten (10) days prior to filing applications for any necessary governmental permits and, in any event, to give Grantee thirty (30) days written notice prior to commencement of any such work or construction.

7. Public Access Not Authorized.

This grant does not authorize or permit, nor shall it be construed as authorizing or permitting access on or the use of the Open Space Property by members of the general public.

8. Partial Invalidity.

In the event any provision of this Grant of Conservation Easement is declared invalid in the future for one reason or another, the remaining provisions nonetheless shall remain in full force and effect.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Grant of Conservation Easement on the dates set forth immediately below.

DATED: 7/27/87

GRANTOR:

TROIS BOIS, LTD.

By: Jane S. Banta  
Jane S. Banta  
Assistant Secretary

STATE OF CALIFORNIA  
COUNTY OF Monterey

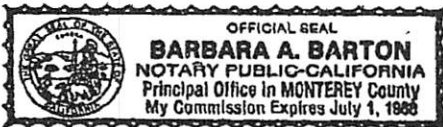
On this 27 day of July in the year  
Nineteen Hundred Eighty-Seven before me  
BARBARA A. BARTON, a Notary Public, State of California,  
duly commissioned and sworn, personally appeared  
JANE S. BANTA

personally known to me (or proved to me on the basis of satisfactory evidence)  
to be the ASSISTANT SECRETARY of the corporation  
that executed the within instrument, and also known to me to be the  
person who executed the within instrument on behalf of the corpora-  
tion therein named, and acknowledged to me that such corporation executed  
the same TROIS BOIS, LTD.

IN WITNESS WHEREOF I have hereunto set my hand and affixed  
my official seal in the City and County of Monterey  
California on the date set forth above in this certificate.

Barbara A. Barton  
Notary Public, State of California

My commission expires July 1, 1988



This document is only a general form which may be proper for use in simple transactions and in no way acts, or is intended to act, as a substitute for the advice of an attorney. The publisher does not make any warranty, express or implied, as to the legal validity of any provision or the suitability of these forms in any specific transaction.

DATED: August 25, 1987

GRANTEE:

THE COUNTY OF MONTEREY

By: *Karin Strasser Kauffman*  
Karin Strasser Kauffman  
Chair  
Board of Supervisors

STATE OF CALIFORNIA )  
COUNTY OF MONTEREY ) ss.

On this 25th day of August, 1987, before me, Ernest K. Morishita, Clerk of the Board of Supervisors, in and for said County and State, personally appeared KARIN STRASSER KAUFFMAN, known to me to be the Chairperson of said Board of Supervisors of the County of Monterey, and known to me to be the person who executed the within instrument on behalf of said political subdivision, and acknowledged to me that such County of Monterey executed the same.

ERNEST K. MORISHITA, Clerk of the  
Board of Supervisors of Monterey  
County, State of California

By: *Ernie Mori*  
Deputy Clerk



Recording Requested by and when recorded

REEL 2153 PAGE 281

Return to: Horan, Lloyd, Karachale & Dyer, Inc.  
Camino Aguajito at Fifth  
P.O. Box 3350  
Monterey, California 93942-3350

QUITCLAIM DEED

The COUNTY OF MONTEREY, a political subdivision of the State of California, under the authority of Government Code Section 25367, does hereby quitclaim unto Trois Bois, Ltd., a Corporation, all right, title and interest acquired by the County of Monterey pursuant to that certain conservation easement deed recorded June 10, 1987, on Reel 2108 of Official Records, at page 857. Said scenic easement deed affects all that certain real property situate in the County of Monterey, State of California, and described as follows:

All of Parcels A and B as said parcels are 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.

Dated: August 25, 1987

COUNTY OF MONTEREY

By: Karin Strasser Kauffman

By: \_\_\_\_\_

STATE OF CALIFORNIA )  
COUNTY OF MONTEREY ) SS.

On this 25th day of August, 1987, before me, Ernest K. Morishita, Clerk of the Board of Supervisors, in and for said County and State, personally appeared KARIN STRASSER KAUFFMAN, known to me to be the Chairperson of said Board of Supervisors of the County of Monterey, and known to me to be the person who executed the within instrument on behalf of said political subdivision, and acknowledged to me that such County of Monterey executed the same.

ERNEST K. MORISHITA, Clerk of the Board of Supervisors of Monterey County, State of California

By: Ernest K. Morishita  
Deputy Clerk

By: \_\_\_\_\_  
Deputy

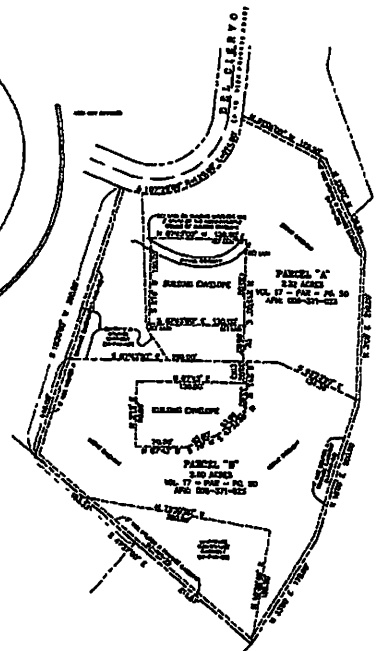
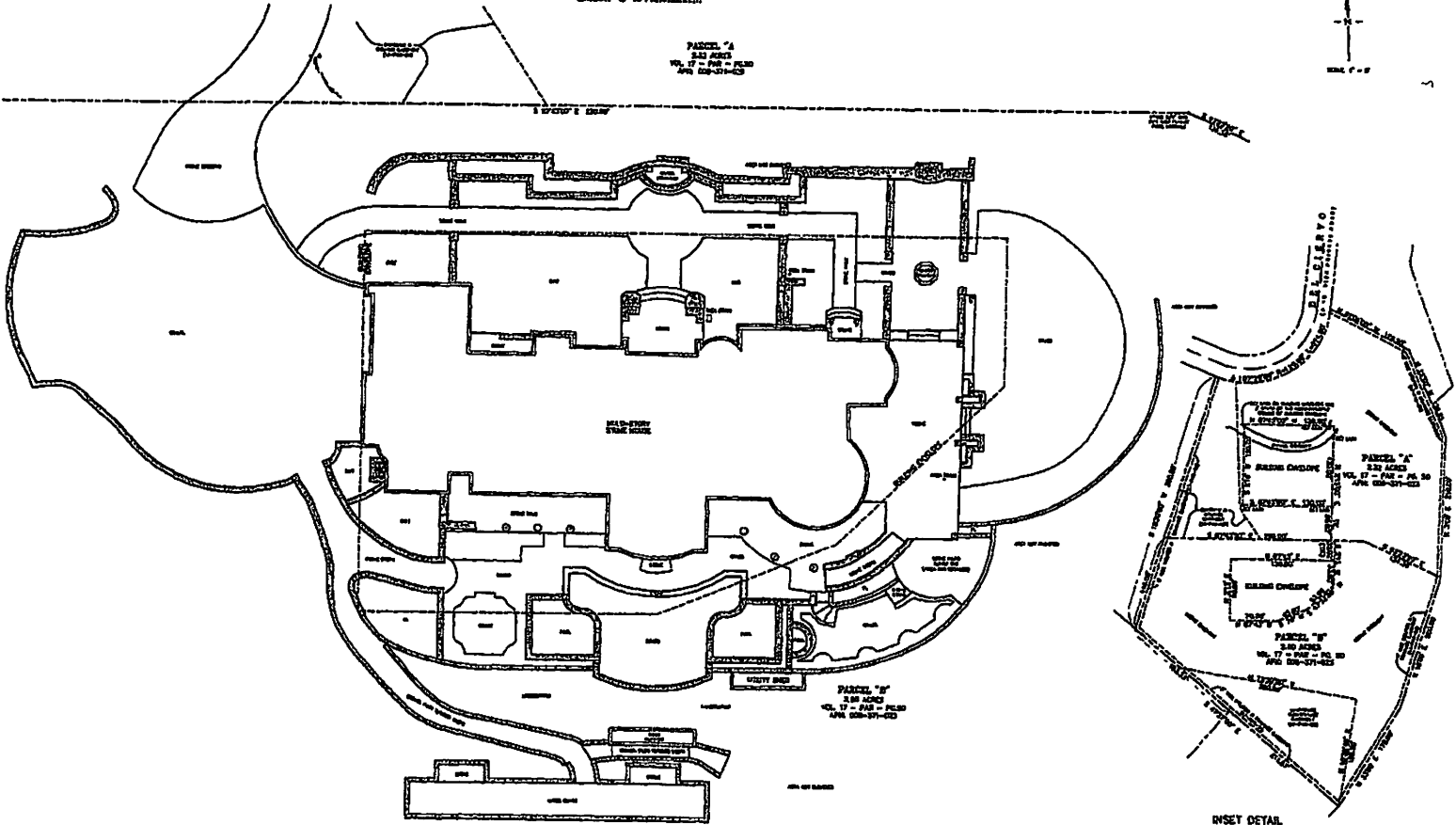
EXHIBIT C  
PAGE 1 OF 1 PAGES

END OF DOCUMENT

END OF DOCUMENT

Site Plan of Landscaping Improvements  
Exhibit "C" to Amendment

PARCEL "A"  
3.80 ACRES  
VOL. 17 - PAGE 1620  
APN 008-071-02



INSET DETAIL  
SHEET 7 - OF 7

NOTES:  
1. ALL DIMENSIONS SHOWN HEREIN ARE EXCEPT WHERE NOT OTHERWISE SPECIFIED.  
2. EXISTING CONDITIONS SHALL BE MAINTAINED UNLESS OTHERWISE SPECIFIED.  
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA CIVIL ENGINEERING BOARD'S SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF CONCRETE, METAL AND WOOD STRUCTURES.  
4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA CIVIL ENGINEERING BOARD'S SPECIFICATIONS FOR THE DESIGN AND CONSTRUCTION OF CONCRETE, METAL AND WOOD STRUCTURES.

LEGEND

- BY ACCESS WALL
- P PLANT
- PL PLANTING
- EXISTING DRIVE
- EXISTING SIDE OF ROAD
- EXISTING SIDEWALK
- EXISTING SIDEWALK



PLANGMETRIC MAP  
OF A PORTION OF  
PARCEL "B" AS SHOWN ON  
"PARCEL MAP DIVISION OF 4.81 ACRES  
PARCEL IN EL PASADERO RANCHO"  
VOL. 17 OF "PARCEL MAPS" AT PG. 90  
OFFICIAL RECORDS OF MONTEREY COUNTY  
PREPARED BY  
Stecker & Alsie General Contractors  
CENTRAL COAST SURVEYORS  
A PROFESSIONAL CORPORATION  
1000 J. C. F.  
APR 008-571-024