

Attachment A

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

Space above for Recorder's Use

Permit No.: PLN160366
Owner Name: Risdell, Inc., a California Corporation
Project Planner: Elizabeth Gonzales
APN: 157-171-032-000

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

AMENDMENT NUMBER 2 TO CONSERVATION AND SCENIC EASEMENT DEED

THIS AMENDMENT NUMBER 2 TO GRANT OF CONSERVATION AND SCENIC EASEMENT (hereinafter, "Amendment No. 2") is made this ____ day of _____, _____, by and between RISDEL, INC. a California Corporation, as **Grantor** and the *COUNTY OF MONTEREY*, a political subdivision of the State of California, as **Grantee**,

WITNESSETH:

WHEREAS, GRANTOR is the owner of that certain real property located in Monterey County, California, commonly known as Lot 32 of the Quail Meadows

subdivision and more particularly described in Exhibit A, attached hereto and incorporated herein by reference (“Property”);

WHEREAS, on August 29, 1989 the Quail Meadows Subdivision (Planning File SB00843) was approved as part of a Combined Development Permit (Planning File PC7012); Condition Nos. 1 and 94 of said permit required that a Scenic Easement be conveyed to the County over those portions of the property where the slope exceeds 30%; and, on August 20, 1991 the Board accepted the Conservation and Scenic Easement Deed, recorded on August 28, 1991, (Document No. 50749) and attached hereto and incorporated by this reference, as Exhibit B;

WHEREAS, a previous “Amendment to the Conservation and Scenic Easement Deed Applicable to Lot 32, Quail Meadows Subdivision, (Inland)” (hereafter Amendment No. 1) was approved by the Board of Supervisors on or about February 22, 2000 and recorded on April 28, 2000 in the Office of the Recorder of the County of Monterey (Document #2000027123), allowing grading and improvements shown on the site plan for Permit Number PLN990291 on Lot 32.. Amendment No. 1, without its exhibits, is attached hereto and incorporated by this reference, as Exhibit C (see recorded Amendment No. 1 for complete copy with exhibits); and

WHEREAS, on November 2, 2016, the Director of County Resource Management Agency-Planning approved an Administrative Permit and Design Approval to allow the construction of a 1687 square foot underground home theater addition with 524 square feet of above ground stairwells (Resolution No. 16-052.). Although the Administrative Permit approved a larger stairwell, the proposed stairwell is actually 234 square feet, and this Amendment No. 2 does not allow an above-ground stairwell larger than 234 square feet. Resolution No. 16-052, except for the site plans, is attached hereto as Exhibit D and incorporated herein by reference (the complete resolution inclusive of site plans is on file with RMA at PLN160366);

WHEREAS, approximately 448 square feet of the proposed underground home theater and a 234 square foot stairwell will encroach in the scenic easement area, but the Director approved the project upon finding that the improvements are not located on any 30 percent slope areas, that the underground home theater addition will not be seen above ground, and that the stairwell is behind trees and vegetation, and upon the

condition that the Conservation and Scenic Easement, as previously amended, be amended to allow only these additional encroachments into the easement area.

WHEREAS, it is the intent of the parties that: the approximately 448 square feet of the proposed underground home theater and 234 square foot stairwell shall not intrude beyond the “new development limits” denoted on Site Plan for Lot 32, attached hereto as Exhibit E and incorporated herein by reference; that the encroachment shall be circumscribed and limited as described herein; and that all other restrictions and terms of the Conservation and Scenic Easement Deed, as previously amended, shall remain in full force and effect; and

WHEREAS, this limited encroachment within the restrictions of Resolution No. 16-052 and restrictions of this amendment is consistent with the purpose of the Conservation and Scenic Easement to protect the scenic beauty and existing openness of the scenic easement area and shall be interpreted narrowly to minimize the encroachment and maximize the purposes of the Conservation and Scenic Easement.

NOW, THEREFORE, the Conservation and Scenic Easement Deed, as previously amended by Amendment No. 1, and insofar as it affects Lot 32 only, shall be amended to allow approximately 448 square feet of the proposed underground home theater and a 234 square foot stairwell in the scenic easement area. This Amendment No. 2 to the Conservation and Scenic Easement shall apply only to the approximately 448 square feet of the proposed underground home theater and 234 square foot stairwell allowed by Resolution No. 16-052, and these encroachments shall not intrude beyond the “new development limits” denoted on the Site Plan for Lot 32, attached hereto as Exhibit E and incorporated herein by reference. This Amendment No. 2 does not alter the existing deed restrictions concerning structures, advertising or vegetation within the subject area, nor does it allow additional excavation or grading work beyond what is permitted by Resolution No. 16-052 or beyond the area shown on the Site Plan attached as Exhibit E. The recitals and terms of the original Conservation and Scenic Easement Deed shall continue to apply, in full force and effect, to the remaining portion the Conservation and Scenic Easement, except as amended by Amendment No. 1 and this Amendment No. 2. Further, with the exception of Amendment No. 1 and this Amendment No. 2 to paragraph 4 (“Excavation and Topographic Changes”) of the Conservation and Scenic Easement Deed, the original

recitals, terms, provisions, in their entirety, contained in the Conservation and Scenic Easement Deed, attached hereto as Exhibit B and incorporated by this reference as though fully set forth herein, shall remain in full force and effect.

A. LAND SUBJECT TO AMENDMENT OF CONSERVATION AND SCENIC EASEMENT. The Property of the Grantor to which the provisions of this Amendment No. 2 to the Conservation and Scenic Easement apply is situated in the County of Monterey, State of California, and is more particularly described in Exhibit "A" attached hereto and incorporated by this reference.

B. This Amendment No. 2 shall be interpreted narrowly to minimize the encroachment and maximize the purposes of the Conservation and Scenic Easement to protect the scenic beauty and existing openness of the scenic easement area.

C. LIABILITY AND INDEMNIFICATION. This Amendment No. 2 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 approval of this Amendment No. 2 or by reason of any injury to any person or persons, including Grantor, or property of any kind whatsoever and to whomsoever belonging, including Grantor, from any cause or causes whatsoever, except matters arising out of the sole negligence of the Grantee, while in, upon, or in any way connected with the Property, Grantor hereby covenanting and agreeing to indemnify and hold harmless the Grantee, its agencies, departments, officers, agents, and employees from all liability, loss, cost, and obligations on account of or arising out of such approval, injuries or losses however occurring. In addition, 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 No. 2 to Conservation Easement and Scenic Easement Deed and/or the afore-referenced Administrative Permit (Reso. No. 16-052). 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.

D. SUCCESSORS AND ASSIGNS. The terms, covenants, conditions, exceptions, obligations, and reservations contained in the Conservation and Scenic Easement, as previously amended and as herein amended, shall run with the land and be binding upon and inure to the benefit of the successors and assigns of both the Grantor and the Grantee, whether voluntary or involuntary.

E. AUTHORITY. The individual executing this Amendment No. 2 represents and warrants hereby that he or she has the requisite authority to enter into this amendment on behalf of the Grantor and bind the Grantor to the terms and conditions of this amendment.

F. SEVERABILITY. If any provision of the original Easement as previously amended and as herein amended or any provision of this Amendment No. 2 is held to be invalid or for any reason becomes unenforceable, no other provision shall be thereby affected or impaired.

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

RISDEL, INC., a California Corporation

By: _____ Date: _____
(Signature)

Print Name: _____

Title: _____

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.

| |
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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. |
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STATE OF CALIFORNIA)
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 _____

This is to certify that the interest in real property conveyed by this amendment to the 2000 Easement from Risdell, Inc., A California Corporation, to the County of Monterey, a political corporation and governmental agency, is hereby accepted by order of the Board of Supervisors on _____, (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: _____

Type/Print Name: _____

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 _____ 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 Acceptable:

Charles, J. McKee, County Counsel

By: _____

DATED: _____

Type/Print Name: _____
Deputy County Counsel

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