

2024024844

Xochitl Marina Camacho
Monterey County Clerk-Recorder

07/17/2024 10:50 AM

Recorded at the request of:
COUNTY OF MONTEREY

Titles: 1 Pages: 49

Fees: \$166.00
Taxes: \$0.00
AMT PAID: \$166.00

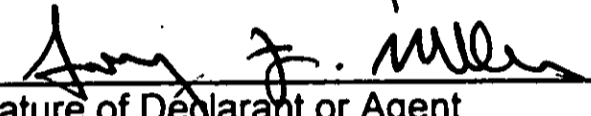


When recorded return to:
COUNTY OF MONTEREY HOUSING &
COMMUNITY DEVELOPMENT –
PLANNING
Attn: **SUMMER OBLEDO**
1441 Schilling Pl, South 2nd Floor
Salinas, CA 93901
(831) 755-5025

Space above for Recorder's Use

Permit No.: PLN200124
Resolution No.: 22-003
Owner Name: 3175 Del Ciervo, LLC, a
California Limited Liability
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
[X] 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 27 day of March, 2024, 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 of 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 27 day of March, 2024 at Minneapolis, Minnesota SM
~~California~~ SM

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)

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.

MINNESOTA 88
STATE OF CALIFORNIA)
HENNEPIN 88) SS.
COUNTY OF MONTEREY)

On March 27, 2024 before me, Brittany E. Bringgold, a Notary Public, personally appeared Sonny F. Miller, 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 Brittany E. Bringgold



ACCEPTANCE AND CONSENT TO RECORDATION

This is to certify that the interest in real property conveyed by the deed or grant dated June 25, 2024 from **3175 Del Ciervo LLC, a California Limited Liability Company** to the County of Monterey, a political corporation and/or governmental agency is hereby accepted by order of the Board of Supervisors on June 25, 2024, (or by the undersigned officer or agent on behalf of the County of Monterey pursuant to authority conferred by resolution of the Board of Supervisors adopted on June 25, 2024.) and the grantee consents to recordation thereof by its duly authorized officer.

DATED: 7/16/24
[Signature]
Glenn Warren Church
Chair, Monterey County Board of Supervisors

ATTEST:
DATED: 7/16/24
[Signature] **Emmanuel H. Santos**
for Valerie Ralph Clerk of Said Board
Valerie Ralph Deputy Board Clerk

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)

Approved as to form:
Susan K. Blitch, Acting County Counsel

By: [Signature] DATED: 4-8-24
Type/Print Name: Robert I. Brayer, Deputy County Counsel

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 008-371-024

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF MONTEREY, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel A, as shown on that certain map filed June 10, 1987 in Book 17 of Parcel Maps, at Page 50, in the Office of the County Recorder of the County of Monterey, State of California.

Exhibit "B"

BOARD OF SUPERVISORS

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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
and Aug. 25, 1987

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

By



Deputy

CLERK

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

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

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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

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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

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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

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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

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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 Dol 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

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 apportioned to the property) and for all persons entitled to use said

of consistent use and practices:

Grant of Conservation Easement, though not an exhaustive recital which are consistent with grantor's intentions and with this restrictions, conditions and limitations the following rights, land, grantor reserves for the foregoing grant and covenants, subject to the ordinances of grantee regulating the use of

2. Reservation of Rights.

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

of Conservation Easement. conditions, limitations and reservations of this grant stated purposes and covenants, restrictions, any purpose except as open space consistent with the use or permit the use of the Open Space Property for

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

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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).

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- 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.

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- 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

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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

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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.

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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.

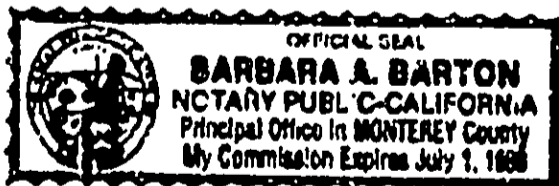
DATED: 7/27/87

GRANTOR:

TROI 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 TROI BOIS, LTD.

IN WITNESS WHEREOF I have hereunto set my hand and affixed
my official seal in the City and County of Monterey
California

Barbara A. Barton
Notary Public, State of California

My commission expires July 1, 1988

This document is only a general form which may be used for use in simple
instruments and is not to be used as a substitute for the
office of an attorney. The purchaser does not make any warranty or express or implied as to
the legal validity of any provision or the validity of these forms in any specific situation.
Comdery's Form No. 28 - Acknowledgment
to Notary Public - Corporation (C. C. Secs. 1190-1190.1)

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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: Ernest Morishita
 Deputy Clerk

Recording Requested by and when
recorded

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Return to: Horan, Lloyd, Karashale & 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 837. 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 4.62 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 Kaufman

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 KAUFMAN, 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 said County of Monterey executed the same.

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

By: Ernest Morishita
Deputy Clerk

By: _____
Deputy

EXHIBIT C
PAGE 1 OF 1 PAGES

END OF DOCUMENT

Exhibit "C"**Before the Planning Commission in and for the
County of Monterey, State of California**

In the matter of the application of:

3175 DEL CIERVO LLC AND DEL CIERVO REVOCABLE TRUST (PLN200124)

RESOLUTION NO. 22 - 003

Resolution by the Monterey County Planning
Commission:

- 1) Finding that the project qualifies as a Class 5 Categorical Exemption pursuant to CEQA Guidelines Section 15305 Minor Alterations in Land Use Limitations, and there are no exceptions pursuant to Section 15300.2, and there are no exceptions pursuant to Section 15300.2; and
- 2) Approving a Coastal Development Permit to allow a Lot Line Adjustment between two legal lots of record consisting of Parcel A (Assessor's Parcel Number 008-371-024-000; 2.32 acres) and Parcel B (Assessor's Parcel Number 008-371-025-000; 2.50 acres). The 0.60-acre lot line adjustment would result in two parcels of 1.72 acres (adjusted Parcel A) and 3.10 acres (adjusted Parcel B).

3175 and 3177 Del Ciervo Road, Pebble Beach
(Assessor's Parcel Numbers 008-371-024-000 and
008-371-025-000)

The 3175 Del Ciervo LLC and Del Ciervo Revocable Trust (PLN200124) was scheduled to come before the County of Monterey Planning Commission on February 23, 2022 at a public hearing. As this meeting was cancelled due to a lack of quorum, the matter it was re-scheduled and considered at a public hearing before the County of Monterey Planning Commission on March 9, 2022. Having considered all the written and documentary evidence, the administrative record, the staff report, oral testimony, and other evidence presented, the Planning Commission finds and decides as follows:

FINDINGS

1. **FINDING:** **CONSISTENCY** – The project, as conditioned, is consistent with the applicable plans, regulations, policies of the 1982 Monterey County General Plan, Del Monte Forest Land Use Plan, Monterey County Coastal Implementation Plan, Part 5 Regulations for Development in the Del Monte Forest Land Use Plan Area; the requirements of the applicable subdivision and zoning ordinances (Titles 19 and 20); and other County health, safety, and welfare ordinances related to land use development.
- EVIDENCE:** a) 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; Regulations for Development in the Del Monte Forest Land Use Plan Area
- Monterey County Zoning Ordinance – Coastal (Title 20); and
- Monterey County Subdivision Ordinance – Coastal (Title 19).

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) Project Scope. The project involves a Lot Line Adjustment between two legal lots of record: Parcel A containing 2.32 acres (Assessor's Parcel Number 008-371-024-000) and Parcel B containing 2.50 acres (Assessor's Parcel Number 008-371-025-000). The lot line adjustment would transfer 0.6 acres from Parcel A to Parcel B, resulting in two parcels of 1.72 acres (adjusted Parcel A) and 3.10 acres (adjusted Parcel B).

A Driveway and Utilities Easement is recorded on Parcel A which provides Parcel B access to Del Ciervo Road. The purpose of the project is to adjust the parcel boundaries to provide Parcel B ownership over their driveway. The would also result in a larger setback between the defined building envelope of Parcel B and it's northern property line. At this time, the County is only authorizing and granting a Coastal Development Permit for a lot line adjustment. Future structural development on the adjusted parcels would be required to conform to applicable MCC requirements in effect at the time of the proposed development.

- c) Allowable Use. The properties are located at 3175 and 3177 Del Ciervo Road, Pebble Beach (Assessor's Parcel Numbers 008-371-024-000 and 008-371-025-000). The parcels are zoned Low Density Residential with a density of 1.5 acres a unit and a Design Control overlay, in the coastal zone (LDR/1.5-D[CZ]), which allows lot line adjustments with the granting of a Coastal Development Permit. Therefore, as proposed, the project involves an allowed land use for this site.
- d) Lot Legality. The Monterey County Minor Subdivision Committee (File MS-85-14) and California Coastal Commission (File 3-86-246) approved a minor subdivision to create the subject properties in the mid 1980's. In conformance with the Subdivision Map Act, a Parcel Map memorializing the subdivision was filed with the Monterey County Recorder in Volume 17 Parcel Maps Pg. 50. As such, the County recognizes the subject properties as legal lots of record.
- e) Map Act Consistency. Pursuant to Section 66412(d) of the Subdivision Map Act (SMA), the SMA is inapplicable to the lot line adjustments between four or fewer parcels, and a greater a greater number of parcels is not being created. The project is a lot line adjustment between two parcels, which would not create any additional parcels. See also Finding No. 7 and supporting evidence.
- f) Site Development Standards/Density. The site development standards for this zoning district are found in Title 20 Section 20.14.060. The minimum building site is 1 acre, while the proposed lots are 1.72 and

3.10 acres, respectively. The allowable density as shown in the section district map is 1.5 acres a unit. As both properties will be greater than 1.5 acres contain a single-family dwelling, they would be within the allowable density. The building site coverage maximum is 15%, and the floor area ratio maximum 17.5%, respectively. As shown in the tables below, the proposed lots would comply with these requirements:

<i>Parcel A</i>	<i>Allowable</i>	<i>Proposed</i>
Building Site Coverage	11,240 sq ft.	1,536 sq ft.
Floor Area Ratio	13,113 sq ft.	1,815 sq ft.
<i>Parcel B</i>	<i>Allowable</i>	<i>Proposed</i>
Building Site Coverage	20,237 sq ft.	4,959 sq ft.
Floor Area Ratio	23,610 sq ft.	11,255 sq ft.

Therefore, both resulting parcels would be consistent with the density and site development standards for minimum lot size, building site coverage, and floor area ratio. Legal nonconforming conditions exist which are discussed in Evidence “g” and “h” below.

- g) Site Development Standards – Setbacks (Building Envelopes). Title 20 Section 20.14.060.E. indicates that in subdivisions where lots have a designated building envelope, the dwelling unit and accessory structures shall be wholly within the envelope.

As one of the conditions of approval for PLN970138, the applicant was required to amend the Conservation and Scenic Easement on Parcel A to remove the residence from the scenic easement. The scenic easement deed which was prepared and approved by the Board of Supervisors amended the easement, and included an exhibit which indicated that both the scenic easement and the building envelope area were being amended. Although the amended Conservation and Scenic Easement on Parcel A removed the residence from the easement area, and despite the exhibit of that easement indicating both a modified scenic easement and a modified building envelope location; the building envelope on Parcel A was never formally amended, as this would require either a Certificate of Correction or amendment of the Parcel Map, pursuant to The Subdivision Ordinance Section 19.08.015. As such, the residence and a small, detached shed outside of the building envelope are considered existing nonconforming conditions on Parcel A.

Additionally, although the amended Conservation and Scenic Easement on Parcel B allowed landscaping, retaining walls, surface hardscape, a bocce ball court, and a shed in the easement area, the building envelope was similarly not modified. With the exception of the shed, these improvements are not considered “structures” and would therefore be allowable outside of the building envelope. As such, the shed outside of the building envelope is considered an existing nonconforming condition on Parcel B.

In order to address these oversights, Condition of Approval No. 6 is incorporated, which requires the applicant to submit for, and secure

approval of, a Certificate of Correction which re-configures the building envelopes on both properties prior to the recordation of deeds memorializing the amended lot configurations. An amendment to the Parcel Map may also satisfy this requirement, although this cannot be required as a condition of a lot line adjustment, as specified in the Subdivision Map Act Section 6412.(d). The exact location and configuration of the new building envelopes would be at the discretion of the Board of Supervisors, who would consider the Certificate of Correction (or amendment of the Parcel Map) at a public hearing.

While the building envelope concept allows greater flexibility in the siting and configurations of setbacks, staff are also recommending that the revised building envelopes include a front setback from the street for Parcel A, and a side setback from the section of driveway being conveyed to Parcel B for Parcel A. This would be in greater consistency with the site development standards of the base zoning district. Siting potential future development away from Del Ciervo Drive also advances the Scenic and Visual Resources Policies of the Del Monte Forest Land Use Plan, which indicate development should be sited and designed in a manner minimize visual intrusiveness and protect public views.

Satisfaction of this condition would bring the property into full conformance with the setback requirements.

- h) Pescadero Watershed. The property is located within the Pescadero Watershed and is subject to Del Monte Forest Land Use Plan Policy 77, which requires residential development on properties be limited to 9,000 square feet of impervious surface coverage. Both properties presently exceed this 9,000 square foot limit. The lot line adjustment would convey 3,841 square feet of hardscape (the existing driveway) from Parcel A to Parcel B, which would bring Parcel A into compliance with the requirement, but Parcel B would be further out of conformance. However, this is still supportable as the lot line adjustment would not result in any increase in the total area of impervious surface. Should future physical development be proposed on Parcel B, the owner would be required to reduce hardscape to the greatest extent feasible to be consistent with the policy, or otherwise seek approval of a variance.

<i>Parcel A</i>	<i>Existing</i>	<i>Proposed</i>
Building Site Coverage	1,536 sq ft.	1,536 sq ft.
Other Impervious Surface	8,317 sq ft.	4,476 sq ft.
Total Impervious Surface	9,853 sq ft.	6,012 sq ft.
<i>Parcel B</i>	<i>Existing</i>	<i>Proposed</i>
Building Site Coverage	4,959 sq ft.	4,959 sq ft.
Other Impervious Surface	6,260 sq ft.	10,101 sq ft.
Total Impervious Surface	11,219 sq ft.	15,060 sq ft.

- i) Scenic Easement. Approval of the Minor Subdivision incorporated a condition of approval requiring a conservation and scenic easement be placed over all portions of the property outside of the building envelopes other easements, excepting the existing caretaker's unit, for protection of both biological and visual resources. An easement to

satisfy this condition was recorded and subsequently quit claimed, as the text of the easement did not allow driveway access to the designated building envelope areas. A revised easement was recorded on October 5, 1987, in Monterey County Reel 2153 Pg. 268 to 281, which remains in effect and applies to both properties. The easement was recorded over all areas excepting other easements and the building envelopes, including the caretaker's residence, which appears to have been a procedural oversight.

In 1997, a Combined Development Permit (File No. PLN970138) was filed requesting conversion of an existing caretakers residence into a two-story single-family dwelling. During review of the application, it was identified that the caretaker's residence was located outside of the building envelope and within the Conservation and Scenic Easement conveyed as part of the Minor Subdivision. To correct this oversight, the Zoning Administrator's approval of the entitlement incorporated a condition of approval requiring the applicant remove the residence from easement area by amending the Conservation and Scenic Easement (Document No. 9840220 recorded on June 22, 1998 with the Monterey County Recorder).

A viewing deck, walking path, and retaining wall currently exists within the scenic easement area on Parcel A, connecting it with Parcel B. The exact date of construction of these improvements is unknown but the viewing deck is visible in satellite imagery from 1986, prior to the recordation of the easement. These improvements appear to have been the result of the deconstruction of previous improvements on the site, including a garage on the same pad and is present in satellite images in 1976 and 1970. Site improvements and alterations to topography are generally not allowable within scenic easement areas. However, Section (B.) Restrictions, Subsection (4.) of the amended Conservation and Scenic Easement provides an exception for construction and maintenance of private pedestrian trails. Therefore, these improvements are allowable, as long as they do not materially alter the landscape or other scenic features of the land, as indicated in Subsection (5.).

On Parcel B, several site improvements, including landscaping, retaining walls, surface hardscape, a bocce ball court, and a shed were permitted and constructed outside of the building envelope and within the scenic easement between the 1990's and early 2000's. On September 28, 2016, a Minor & Trivial Amendment capturing all these changes (PLN160414) was approved to modify the easement and allow these improvements within the easement area. The revised easement was recorded on October 10, 2016 as Monterey County Recorder Document #2016063254.

Condition of Approval No. 5 has been incorporated, which would require removal of the existing Conservation and Scenic Easement and subsequent amendments, and replacement with two new Conservation and Scenic Easement deeds, one for each property. This would align the legal description for the easements to each property, in accordance with

the Del Monte Forest Land Use Advisory Committees comments, and specify the exact nature of the resources being protected. These resources are further discussed in evidences “k)” and “l)”.

- j) Design. Pursuant to MCC Chapter 20.44, the proposed project parcels and surrounding area are designated as a Design Control Zoning District (“D” zoning overlay), which regulates the location, size, configuration, materials, and colors of structures and fences to assure the protection of the public viewshed and neighborhood character. The existing structures exterior finishes blend with the surrounding environment and are consistent with the surrounding residential neighborhood character, no new structural or hardscape development is proposed at this time, and any future proposed development would be evaluated for consistency with the criteria of the “D” district and the Del Monte Forest Land Use Plan Policies protecting Scenic and Visual Resources.
- k) Visual Resources. The property is mapped as being in an area which is potentially visible from Point Lobos, and the scenic easement recorded on the property includes a visual resource protection component, although it is not clearly defined by available records. The easement documents themselves discuss the natural scenic beauty and existing openness generally, while other approvals reference slopes in excess of 30%, Point Lobos, or 17-Mile Drive. A site visit was performed by staff on November 2, 2021, however, the conditions were foggy and did not allow for a thorough evaluation of the viewshed to Point Lobos. However, regardless of the visual resource in question, the proposed lot line adjustment would not affect visual resources. No structural or hardscape development is proposed at this time, and the subsequent the revised building envelopes and conservation and scenic easements would be evaluated for consistency with the Scenic and Visual Resources Policies of the Del Monte Forest Land Use Plan, based on the exact configuration proposed.
- l) Biological Resources. The report for the Coastal Development Permit allowing the subdivision (California Coastal Commission permit No. 3-86-246) describes the steep canyon running along the eastern portion of the property as a drainage swale and riparian habitat. This corresponds with the Del Monte Land Use Plan Figure 2a, which depicts an unnamed stream running east of the property and draining into the Carmel Bay. The driveway is on the opposite side of the property, over 200 feet from the top of the ravine, and the granting of this lot line adjustment wouldn’t permit any structural or hardscape development. Therefore, there’s no potential to impact biological resources.
- m) LUAC. The project was referred to the Del Monte Forest Land Use Advisory (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 it involves a lot line adjustment in the Coastal Zone.

The Del Monte Forest Land Use Advisory Committee (LUAC) reviewed the project at a duly-noticed public meeting on March 18, 2021, and voted 7 – 0, with 1 member absent to support the project as proposed. The LUAC commented that the legal descriptions of the scenic easements on the respective parcels may need to be updated. Staff is not recommending

a condition for to require amending the scenic easement deed to modify the legal descriptions at this time, as the boundaries of the scenic easement are not proposed to be altered by the lot line adjustment.

- n) HCD-Planning staff conducted a site inspection on November 2, 2021, to verify that the proposed project conforms to the applicable plans and Monterey County Code (MCC).
- o) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning for the proposed development found in Project File PLN200124.

2. **FINDING:** **SITE SUITABILITY** – The site is physically suitable for the use proposed.

- EVIDENCE:**
- a) The project has been reviewed for site suitability by the following departments and agencies: HCD-Planning, HCD-Development Services, HCD-Environmental Services, Pebble Beach CSD (fire), and the Environmental Health Bureau. County staff reviewed the application materials and plans, as well as the County's GIS database, to verify that the project conforms to the applicable plans, and that the subject property is suitable for the proposed development. There has been no indication from these departments/agencies that the site is not suitable for the proposed development.
 - b) The project planner reviewed the submitted plans and conducted a site visit on November 2, 2021, to verify that the project conforms to the plans listed above and that the project site is suitable for the proposed use. There are no physical or environmental constraints that would indicate that the property is not suitable for the use proposed. See also Finding Nos. 3 and 5, and supporting evidence.
 - c) The application, project plans, and related support materials submitted by the project applicant to the Monterey County HCD-Planning for the proposed development found in Project File PLN200124.

3. **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 HCD-Planning, HCD-Public Works, HCD-Environmental Services, Pebble Beach CSD (fire), and Environmental Health Bureau.
 - b) Necessary public facilities are currently existing, and will not be affected by this project. Both properties are presently served and would continue to be served by California American Water Company (Cal-Am) for domestic water service and Pebble Beach Community Services District (PBCS) for wastewater service.
 - c) Both parcels are currently developed with single-family uses and no intensification of use is proposed or planned at this time. Any future development will be subject to discretionary permit requirements and will be required to demonstrate adequate public facilities are available to serve the proposed development.

- d) Conditions have been incorporated to assure that the proposed lot line will not be injurious to the welfare future property owners. Condition No. 8 would require the portion of the driveway that connects to Parcel A from Parcel B be removed, and that area restored to a natural condition, to prevention contention regarding rights of access, and Condition No. 9 would require that Parcel A assume maintenance obligation of the retaining wall which principally runs through Parcel A to prevent controversy regarding future maintenance. Condition No. 9 would confer the property owner of Parcel A access to Parcel B in order to maintain the retaining wall.
- e) The project planner reviewed the submitted plans and conducted a site visit on November 2, 2021, to verify that the project, as proposed and conditioned, would not impact public health and safety.
- f) The application, project plans, and related support materials submitted by the project applicant to the Monterey County HCD-Planning for the proposed development found in Project File PLN200124.

4. **FINDING:** **NO VIOLATIONS** - The subject properties are 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 properties.

- EVIDENCE:**
- a) County staff reviewed Monterey County HCD-Planning Services and HCD-Building Services records, and the County is not aware of any violations existing on the subject properties.
 - b) The project planner conducted a site inspection on November 2, 2021, and researched County records to assess if any violations exist on the subject properties.
 - c) The application, plans and supporting materials submitted by the project applicant to Monterey County HCD-Planning for the proposed development are found in Project File PLN200124.

5. **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 15305 exempts minor alterations in land use limitations, which do not result in any changes to in land use or density. The lot line adjustment line would not alter the residential land use of the properties, and while the adjustment would increase the size of Parcel B such that a second unit could be placed on the property, the overall allowable density would remain within the existing base zoning district.
 - b) The Applicant proposes a minor lot line adjustment between two legal lots of record consisting of Parcel A (Assessor's Parcel Number 008-371-024-000; 2.32 acres) and Parcel B (Assessor's Parcel Number 008-371-025-000; 2.50 acres). The 0.60-acre lot line adjustment would result in two parcels of 1.72 acres (adjusted Parcel A) and 3.10 acres (adjusted Parcel B).
 - c) No new lots would be created by the lot line adjustment. No demolition, construction, or other type of development is proposed under this entitlement.

- d) No adverse environmental effects were identified during staff review of the development application or during a site visit on November 2, 2021.
- e) No exceptions to this categorical exemption apply to the project. The project would not impact any environmental resources of hazardous or critical concern which have been precisely mapped and officially adopted by a local, state, or federal agency, there isn't the potential that future projects of the same manner could have a significant cumulative effect. No unusual circumstances exist that would create the reasonable possibility of an environmental impact, the project would not cause damage to any scenic or historic resources, and is not located on listed hazardous waste site.
- f) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning for the proposed development found in Project File PLN200124.

6. **FINDING:** **PUBLIC ACCESS** – The project is in conformance with the public access and recreation policies of the Coastal Act (specifically Chapter 3 of the Coastal Act of 1976, commencing with Section 30200 of the Public Resources Code) and Local Coastal Program, and does not interfere with any form of historic public use or trust rights.
- EVIDENCE:**
- a) No access is required as part of the project as no substantial adverse impact on access, either individually or cumulatively, as described in Section 20.146.130 of the Monterey County Coastal Implementation Plan can be demonstrated.
 - b) The subject project site is not described as an area where the Local Coastal Program requires physical public access (Figure 8, Major Public Access and Recreational Facilities, in the Del Monte Forest Land Use Plan).
 - c) The subject project site not identified as an area where the Local Coastal Program requires visual public access (Figure 3, Visual Resources, in the Del Monte Forest Land Use Plan).
 - d) No evidence or documentation has been submitted or found showing the existence of historic public use or trust rights over this property.
 - e) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning for the proposed development found in Project File PLN200124.

7. **FINDING:** **LOT LINE ADJUSTMENT** – Section 66412(d) of the California Government Code (Subdivision Map Act) and Title 19 (Subdivision Ordinance – Coastal) of the Monterey County Code (MCC) allow a lot line adjustment that meets the following standards:
1. The lot line adjustment is between four or fewer existing adjoining parcels;
 2. A greater number of parcels than originally existed will not be created as a result of the lot line adjustment;
 3. The parcels resulting from the lot line adjustment conform to the County's general plan, any applicable specific plan, any applicable coastal plan, and zoning and building ordinances.

As proposed, the project meets these standards.

- EVIDENCE:**
- a) The parcels are zoned Low Density Residential, 1.5 units per acre, with a Design Control Overlay and in the Coastal Zone (LDR/1.5-D[CZ]).

- b) The lot line adjustment is between 2 adjoining parcels.
- c) The lot line adjustment will not create a greater number of parcels than originally existed. Two contiguous separate legal parcels of record will be adjusted, resulting in two contiguous separate legal parcels of record.
- d) The proposed lot line adjustment is consistent the 1982 General Plan, Del Monte Forest Land Use Plan, Zoning Ordinance (Title 20) and other applicable building and other County health, safety, and welfare ordinances related to land use and development. See Finding No. 1 and supporting evidence.
- e) The proposed lot line adjustment does not interfere with existing access and/or utility easements, which will remain unchanged.
- f) As an exclusion to the Subdivision Map Act, no map is recorded for a Lot Line Adjustment. To appropriately document the boundary changes, updated deeds and a Certificate of Compliance for each adjusted lot is required (Condition 5).
- g) The project planner conducted a site inspection on November 2, 2021, to verify that the project would not conflict with zoning or building ordinances.
- h) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning for the proposed development found in Project File PLN200124.

8. **FINDING:** **APPEALABILITY** - The decision on this project may be appealed to the Board of Supervisors and the California Coastal Commission.

- EVIDENCE:**
- a) Board of Supervisors. Section 19.01.050.A of the Monterey County Subdivision Ordinance (Title 19 – Coastal Zone) and Section 20.86.030 of the Monterey County Zoning Ordinance (Title 20) allow an appeal to be made to the Board of Supervisors by any public agency or person aggrieved by a decision of an Appropriate Authority other than the Board of Supervisors.
 - b) Coastal Commission. Section 20.86.080.A.3 of the Monterey County Zoning Ordinance (Title 20). The project is subject to appeal by/to the California Coastal Commission because it involves development that is permitted in the underlying zone as a conditional use. The subject parcels is also located between the sea and the first through public road paralleling the sea.

DECISION

NOW, THEREFORE, based on the above findings and evidence, the Planning Commission does hereby:

1. Find that the project qualifies as a Class 5 Categorical Exemption pursuant to CEQA Guidelines Section 15305 Minor Alterations in Land Use Limitations, and there are no exceptions pursuant to Section 15300.2; and
2. Approve a Coastal Development Permit to allow a Lot Line Adjustment between two legal lots of record consisting of Parcel A (Assessor's Parcel Number 008-371-024-000; 2.32 acres) and Parcel B (Assessor's Parcel Number 008-371-025-000; 2.50 acres). The 0.60-acre lot line adjustment would result in two parcels of 1.72 acres (adjusted Parcel A) and 3.10 acres (adjusted Parcel B), in general conformance with the attached Lot Line Adjustment Plan (attachment 2), HCD-Planning staff's markup of said Lot Line

Adjustment Plan (attachment 3) and subject to 9 conditions of approval (attachment 1), all being attached hereto and incorporated herein by reference.

PASSED AND ADOPTED this 9th day of March, 2022, upon motion of Diehl, seconded by Daniels, by the following vote:

AYES: Getzelman, Diehl, Roberts, Gonzalez, Monsalve, Coffelt, Daniels, Mendoza, Ambriz
 NOES: None
 ABSENT: None
 ABSTAIN: None

Craig Spencer

Craig Spencer, Planning Commission Secretary

COPY OF THIS DECISION MAILED TO THE APPLICANT ON **MAR 18 2022**.

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 **MAR 28 2022**.

THIS PROJECT IS LOCATED IN THE COASTAL ZONE AND IS 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.

NOTE

This permit expires 2 years after the above date of granting thereof unless certificates of compliance are recorded within this period.

Monterey County RMA Planning

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

PLN200124

1. PD001 - SPECIFIC USES ONLY

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: This Coastal Development Permit (PLN200124) allows a Lot Line Adjustment between two legal lots of record consisting of Parcel A (Assessor's Parcel Number 008-371-024-000; 2.32 acres) and Parcel B (Assessor's Parcel Number 008-371-025-000; 2.50 acres). The 0.60-acre lot line adjustment would result in two parcels of 1.72 acres (adjusted Parcel A) and 3.10 acres (adjusted Parcel B). The properties are located at 3175 and 3177 Del Ciervo Road, Pebble Beach (Assessor's Parcel Numbers 008-371-024-000 and 008-371-025-000), Del Monte Forest Land Use Plan, Coastal Zone. 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 HCD - 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. (HCD - Planning)

Compliance or Monitoring Action to be Performed: The Owner/Applicant shall adhere to conditions and uses specified in the permit on an on-going 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 Coastal Development Permit to allow a Lot Line Adjustment (Resolution Number 22-003) was approved by the County of Monterey Planning Commission for Assessor's Parcel Number 008-371-024-000 and Parcel Number Number 008-371-025-000 on March 9, 2022. The permit was granted subject to nine conditions of approval which run with the land. A copy of the permit is on file with Monterey County HCD - Planning."

Proof of recordation of this notice shall be furnished to the Director of HCD - Planning prior to issuance of grading and building permits, Certificates of Compliance, or commencement of use, whichever occurs first and as applicable. (HCD - 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 HCD - 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. CC01 INDEMNIFICATION AGREEMENT

Responsible Department: County Counsel-Risk Management

Condition/Mitigation Monitoring Measure: The property owner agrees as a condition and in consideration of approval of this discretionary development permit that it will, pursuant to agreement and/or statutory provisions as applicable, including but not limited to Government Code Section 66474.9, defend, indemnify and hold harmless the County of Monterey or its agents, officers and employees from any claim, action or proceeding against the County or its agents, officers or employees to attack, set aside, void or annul this approval, which action is brought within the time period provided for under law, including but not limited to, Government Code Section 66499.37, as applicable. The property owner will reimburse the County for any court costs and attorney's fees which the County may be required by a court to pay as a result of such action. The County may, at its sole discretion, participate in the defense of such action; but such participation shall not relieve applicant of his/her/its obligations under this condition. An agreement to this effect shall be recorded upon demand of County Counsel or concurrent with the issuance of building permits, use of property, filing of the final map, recordation of the certificates of compliance whichever occurs first and as applicable. The County shall promptly notify the property owner of any such claim, action or proceeding and the County shall cooperate fully in the defense thereof. If the County fails to promptly notify the property owner of any such claim, action or proceeding or fails to cooperate fully in the defense thereof, the property owner shall not thereafter be responsible to defend, indemnify or hold the County harmless. (County Counsel-Risk Management)

Compliance or Monitoring Action to be Performed: Upon demand of County Counsel or concurrent with the issuance of building permits, use of the property, recording of the final/parcel map, or recordation of Certificates of Compliance, whichever occurs first and as applicable, the Owner/Applicant shall submit a signed and notarized Indemnification Agreement to the Office of County Counsel-Risk Management for review and signature by the County.

Proof of recordation of the Indemnification Agreement, as outlined, shall be submitted to the Office of County Counsel-Risk Management

5. LOT LINE ADJUSTMENT DEED (NON-STANDARD CONDITION)

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: Prior to the expiration of the permit, owner(s)/Applicant(s) shall prepare, execute and record deeds that reflect the lot line adjustment as required by California Government Code §66412(d) and request an unconditional Certificate of Compliance for each of the adjusted parcels. (HCD-Planning)

**Compliance or
Monitoring
Action to be
Performed:**

1. An updated title report (current within 30 days) for each subject parcel of the lot line adjustment.
2. Draft legal descriptions, plats and closure calculations for each newly adjusted parcel of the lot line adjustment for which a Certificate of Compliance will be issued. The legal description, plat, and closure calculations shall be prepared by a professional land surveyor. The legal description shall be entitled "Exhibit A" and shall have the planning permit no. (PLN200124) in the heading. The plat may be incorporated by reference into Exhibit "A," or be entitled Exhibit "B."
3. Draft deeds for all adjustment parcels, being all areas being conveyed by Owners in conformance to the approved lot line adjustment. The deeds shall contain a legal description and plat of the areas to be conveyed in conformance to the approved lot line adjustment. The legal description, plat, and closure calculations shall be prepared by a professional land surveyor. The legal description shall be entitled "Exhibit A" and shall have the planning permit no. (PLN200124) in the heading. The plat may be incorporated by reference into Exhibit "A," or be entitled Exhibit "B." The deed shall comply with the Monterey County Recorder's guidelines as to form and content.
 - a. The Owner(s)/Applicant(s) shall be responsible for ensuring the accuracy and completeness of all parties listed as Grantor and Grantee on the deeds.
 - b. Each deed shall state in the upper left corner of the document the party requesting the recording and to whom the recorded document shall be returned.
 - c. The purpose of the deed shall be stated on the first page of the deed, as follows:
"The purpose of this deed is to adjust the parcel boundaries in conformance to the lot line adjustment approved by the County of Monterey, PLN200124. This deed is being recorded pursuant to §66412(d) of the California Government Code and shall reconfigure the subject parcels in conformance to said approved lot line adjustment."

PLEASE NOTE: Owner(s) is/are responsible for securing any reconveyance, partial reconveyance and/or subordination in connection with any loan, mortgage, lien or other financial obligation on all property being transferred between parties.
4. Following review and any corrections of the legal descriptions and plats by County Surveyor:
 - a. Owner/Applicant submit copies of the fully executed and acknowledged deed(s) for the adjustment parcels to the project planner for review & approval by County Surveyor
 - b. Owner/Applicant shall submit the legal description and plat for each Certificate of Compliance to HCD-Planning for final processing.
 - c. Using a title company, execute the deeds before a notary public, and have the deeds recorded.
 - d. Owner/Applicant shall submit copies of all recorded deeds to the project planner.

6. PDSP002 - CERTIFICATE OF CORRECTION (NON-STANDARD)

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: Prior to the recordation of grant deeds reflecting the amended property boundaries, issuance of certificates of compliance, and expiration of the entitlement, the owner/applicant shall submit for and secure approval of a Certificate of Correction for the Parcel Map shown in Volume 17 Parcel Maps Page 50, in accordance with Monterey County Code Section 19.08.015.A.7 which accomplishes the following:

- 1. Adjusts the Building Envelopes of both Parcels to incorporate the following existing structural development outside of the building envelopes: the "Two-Story Wood Frame & Stucco House" on Parcel A and the "Utility Shed" on Parcel B.
- 2. Removes the "Driveway & Utility Easement"
- 3. Adjusts the Building Envelope boundaries in a manner to create an appropriate front setback for Parcel "A", and driveway side setback for Parcel "B". The exact dimension such setbacks shall be at the discretion of the decision making authority, based on review and recommendation by HCD-Planning staff.

At the sole discretion of the owner/applicant, an Amending Parcel Map which accomplishes these objectives may be used to satisfy this condition. Approval of the Certificate of Corrector (or Amending Parcel Map) would be at the discretion of the Board of Supervisors.

Compliance or Monitoring Action to be Performed: Prior to the issuance of recordation of grant deeds reflecting the amended property boundaries, issuance of certificates of compliance, and expiration of the entitlement, the owner/applicant shall submit an application for a Certificate of Correction (or Amending Parcel Map) to HCD-Planning in accordance with 19.08.015.A.7.

Prior to the issuance of recordation of grant deeds reflecting the amended property boundaries, issuance of certificates of compliance, and expiration of the entitlement, the Certificate of Correction (or Amending Parcel Map) shall be considered and acted upon by the Board of Supervisors. Should the Board of Supervisors take action to approve the Certificate of Correction (or Amending Parcel Map), this condition shall be satisfied.

7. PDSP003 - SCENIC EASEMENT DEEDS (NON-STANDARD)

Responsible Department: RMA-Planning

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

Compliance or Monitoring Action to be Performed: Prior to issuance of grading and building permits, the Owner/Applicant/Certified professional shall submit the conservation and scenic easement amendment deed to HCD-Planning for review and approval.

Prior to issuance of grading and building permits, the Owner/Applicant shall submit a signed and notarized Subordination Agreement, if required, to HCD – Planning for review and approval.

Prior to any final inspection, the Owner/Applicant shall record the conservation and scenic easement amendment deed and submit a copy of the recorded deed to HCD – Planning.

8. PDSP004 - RESTORATION PLAN/DRIVEWAY REMOVAL (NON-STANDARD)

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: Prior to the recordation of deeds for the amended property boundaries, issuance of certificates of compliance, and expiration of the entitlements, the connective decomposed granite (DG) driveway connecting amended Parcel A to Amended Parcel B shall be removed, and restored to a natural condition similar to the surrounding environment.

Compliance or Monitoring Action to be Performed:

9. PDSP005 - RETAINING WALL MAINTENANCE AND ACCESS EASEMENT (NON-STANDARD)

Responsible Department: RMA-Planning

Condition/Mitigation Monitoring Measure: Prior to issuance of certificates of compliance and the expiration of the entitlement, an easement deed shall be recorded which confers maintenance obligation for the retaining wall which is principally on amended Parcel A, and extends into Parcel B. The easement deed shall specify that the owner of Parcel A has access as required to maintain the retaining wall.

Compliance or Monitoring Action to be Performed: Prior to the expiration of the entitlement, the owner/applicant shall submit an easement deed prepared by a qualified professional to HCD-Planning for Review and approval.

Prior to issuance of certificates of compliance the expiration of the entitlement, the owner/applicant shall record the deed, and provide evidence to HCD-Planning that it has been recorded. Evidence shall be the the form of a legible copy or scan of the deed document with the recorders stamp on the cover page.

Exhibit "D"**Adjusted Scenic & Conservation Easement Legal Description****Parcel "A"**

An adjusted scenic and conservation easement over and across a portion of Parcel "A" as shown on the map entitled, "Parcel Map, Division of 4.82 Acre Parcel in El Pescadero Rancho," filed in, Volume 17 of "Parcel Maps" at Page 50, Official Records of Monterey County and being more particularly described as follows:

Beginning at the most Northerly corner of said Parcel "A"; thence from said Point of Beginning along the Northeasterly boundary of said Parcel "A",

1. South 61°00'00" East 129.20 feet; thence,
2. South 22°00'00" East 136.88 feet; thence along the Easterly boundary of said Parcel "A",
3. South 03°00'00" West 210.00 feet; thence departing said Easterly boundary of said Parcel "A",
4. North 63°23'20" West 124.36 feet; thence,
5. North 87°45'00" West 290.00 feet to the most Westerly corner of said Parcel "A"; thence along the Westerly boundary of Parcel "A",
6. North 18°30'00" East 250.00 feet to a point on the Northwesterly boundary of said Parcel "A"; thence,
7. Non-Tangentially along the arc of a curve concave to the north, the center of which bears North 24°12'45" East, 120.00 feet through a central angle of 107°20'00", an arc length of 224.80 feet to the Point of Beginning.

Excepting therefrom;

An adjusted building envelope over and across Parcel "A" which parcel is shown on the map entitled, "Parcel Map, Division of 4.82 Acre Parcel in El Pescadero Rancho," filed in, Volume 17 of "Parcel Maps" at Page 50, Official Records of Monterey County and being more particularly described as follows:

Beginning at a point from which the most Northerly corner of said Parcel "A" bears North 28°45'11" West 85.07 feet; thence from said Point of Beginning,

1. South 26°41'57" East 11.71 feet; thence,
2. South 12°01'47" East 47.82 feet; thence,
3. South 03°09'22" West 23.00 feet; thence,

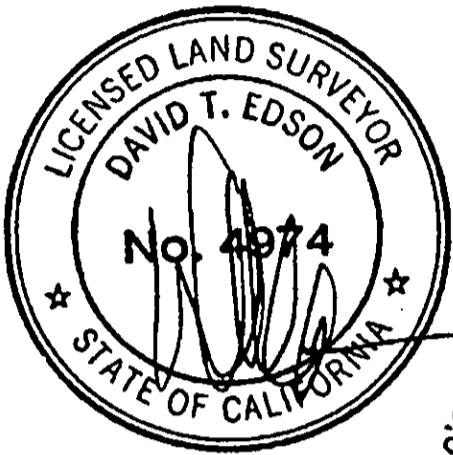
4. South $21^{\circ}38'06''$ East 17.28 feet; thence,
5. South $73^{\circ}24'34''$ West 62.74 feet; thence,
6. South $02^{\circ}15'00''$ West 75.38 feet; thence,
7. North $87^{\circ}45'00''$ West 114.02 feet; thence,
8. North $01^{\circ}08'00''$ West 124.00 feet; thence,
9. Non-Tangentially along the arc of a curve concave to the north, the center of which bears North $00^{\circ}21'04''$ West, 150.00 feet through a central angle of $32^{\circ}28'03''$, an arc length of 85.00 feet; thence,
10. North $57^{\circ}10'53''$ East 45.00 feet; thence
11. Tangentially along the arc of a curve concave to the south, the center of which bears South $32^{\circ}49'07''$ East, 80.00 feet through a central angle of $31^{\circ}05'07''$, an arc length of 43.40 feet to the Point of Beginning.

Containing 1.81 acres, more or less.

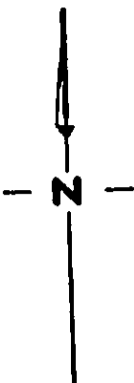


3/19/24

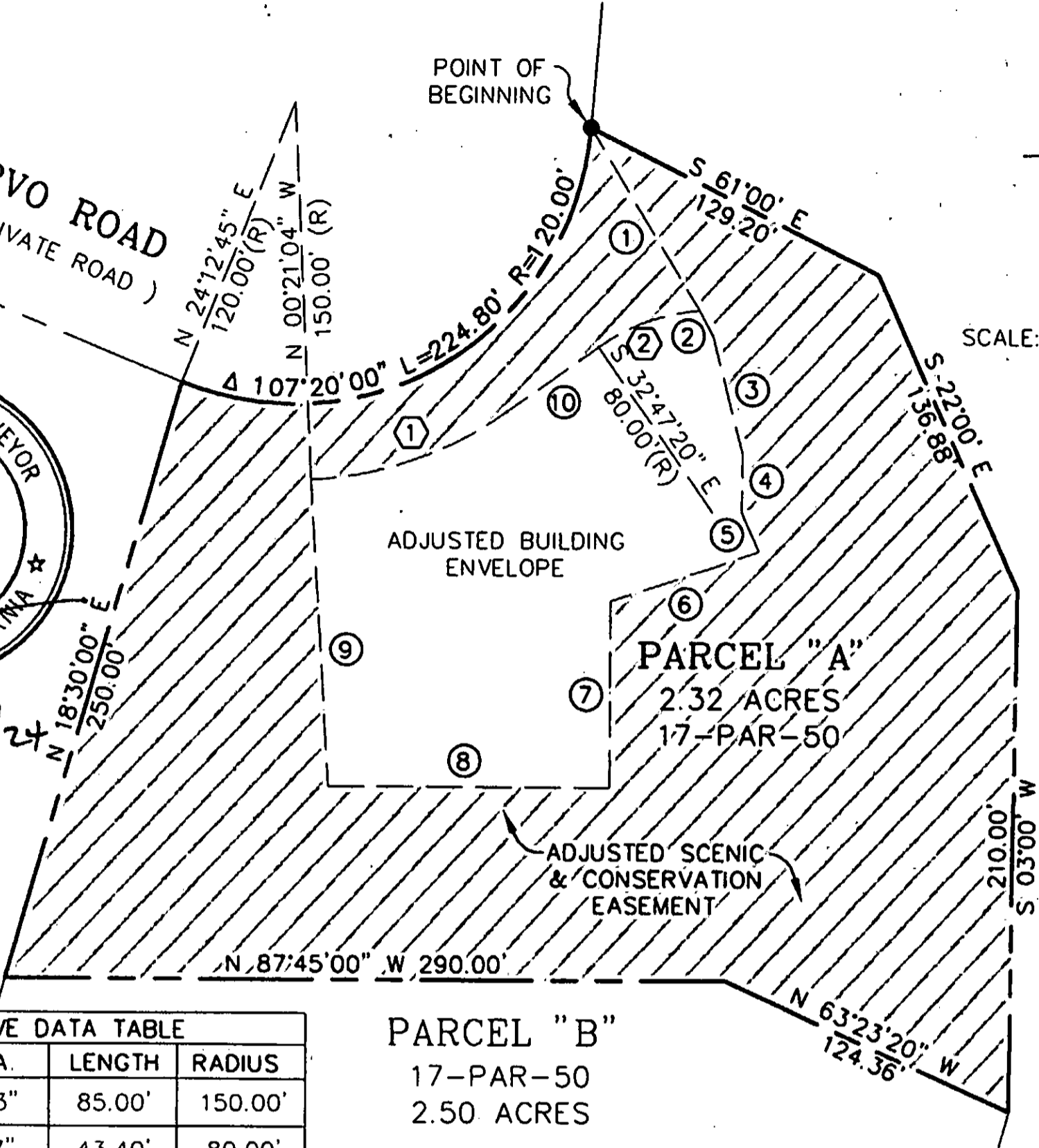
DEL CIERVO ROAD
(A 40' WIDE PRIVATE ROAD)



POINT OF BEGINNING



SCALE: 1" = 80'



CURVE DATA TABLE			
#	Δ DELTA	LENGTH	RADIUS
①	32°28'03"	85.00'	150.00'
②	31°05'07"	43.40'	80.00'

LINE DATA TABLE		
#	BEARING	LENGTH
①	N 28°45'11" W	85.07'
②	S 26°41'57" E	11.71'
③	S 12°01'47" E	47.82'
④	S 03°09'22" W	23.00'
⑤	S 21°38'06" E	17.28'
⑥	S 73°24'34" W	62.74'
⑦	S 02°15'00" W	75.38'
⑧	N 87°45'00" W	114.02'
⑨	N 01°08'00" W	124.00'
⑩	N 57°10'53" E	45.00'

PARCEL "B"
17-PAR-50
2.50 ACRES

EXHIBIT TO ACCOMPANY LEGAL
DESCRIPTION FOR ADJUSTED SCENIC
& CONSERVATION EASEMENT
OVER AND ACROSS A PORTION OF
PARCEL "A",
AS SHOWN ON THE MAP ENTITLED,
"PARCEL MAP, DIVISION OF 4.82 ACRE PARCEL
IN EL PESCADERO RANCHO" FILED IN,
VOL. 17 OF "PARCEL MAPS" AT PG. 50
OFFICIAL RECORDS OF MONTEREY COUNTY

PEBBLE BEACH COUNTY OF MONTEREY STATE OF CALIFORNIA
BY
CENTRAL COAST SURVEYORS
5 HARRIS COURT, SUITE N-11 MONTEREY, CALIFORNIA 93940
Phone: (831) 394-4930 Fax: (831) 394-4931
SCALE: 1" = 80' JOB No. 16-28 MARCH 2024
PREPARER: LLJS

NOTES & LEGEND:

////// DENOTES A CONSERVATION & SCENIC EASEMENT

1. ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.