Exhibit H

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RECORDED REQUESTED BY &
WHEN RECORDED, RETURN TO:

Santa Lucia Conservancy
Attn: Executive Director
5240 Carmel Valley Rd.
Carmel, CA 93923

Space Above This Line For Recorder's Use

APN: 239-051-007

The Undersigned Grantor(s) Declare(s):
DOCUMENTARY TRANSFER TAX $0.00.
[_____] 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;
[___x___] exempt from transfer tax.
Reason: RTC Section 11911: Value or consideration is less than $100.

AMENDMENT TO DEED OF CONSERVATION EASEMENT

(Modification of Homelands and Openlands)
(Santa Lucia Preserve, Lot 38)

THIS AMENDMENT TO DEED OF CONSERVATION EASEMENT (this "**Amendment to Deed**") is executed as of the last dated signature hereunder and is entered into by and among RICHARD S. GRIFFITH AND NANCY S. GRIFFITH, Trustees of the GRIFFITH FAMILY TRUST DATED NOVEMBER 26, 1986 (together with their successors and assigns, "**Grantor**"), and SANTA LUCIA CONSERVANCY, a California nonprofit public benefit corporation, (together with its successors and assigns. "**Grantee**") and amends that certain Deed of Conservation Easement made by Rancho San Carlos Partnership, LP., a California limited partnership ("**Original Grantor**") to Grantee more fully described below. This Amendment to Deed is acknowledged and consented to by THE SONORAN INSTITUTE, an Arizona nonprofit corporation, (together with its successors and assigns, "**Sonoran Institute**").

RECITALS

A. Grantor is the owner in fee simple of certain real property in Monterey county, California, more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (the "**Subject Property**").

B. The Subject Property constitutes a single lot referred to as Lot 38 within the phased project known generally as The Santa Lucia Preserve (the "**Project**"), consisting of approximately 18,000 acres of "**Preserve Lands**" (lands to be preserved and used for agricultural, recreational, open space and conservation activities) and approximately 2,000 acres of "**Settled Lands**" (lands to be developed with residential and recreational uses) as those terms are used and described in more

detail in the Comprehensive Development Plan for the Santa Lucia Preserve (Rancho San Carlos Partnership. April 1994, the "**Plan**") and the Resource Management Plan (the "**RMP**") for The Santa Lucia Preserve (Rancho San Carlos Partnership, April, 1994, rev. November, 1994) all of which are on file as File Number PC94067 in the office of the Monterey County Planning and Building Inspection Department. The Preserve Lands of the Project are comprised of "**Wildlands**" conveyed incrementally by Original Grantor to Grantee in fee, and **Openlands** consisting of portions of the parcels or plots in the Project (the "**Lot**" or "**Lots**") conveyed in fee to the individual purchasers thereof (hereinafter referred to as "**Owner**" or "**Owners**"), but subject to conservation easements in favor of Grantee. The Preserve Lands are restricted to a conservation program of scientific research and education, recreational activities and managed agricultural programs ensuring in perpetuity for the public benefit the protection and preservation of natural resources. The **Settled Lands** of the Project are comprised of either **Homelands**, which will be used for residences, or "**Rancholands**", which are used for visitor accommodation, resident-serving commercial, and recreational uses.

C. The Subject Property possesses natural, scenic, ecological, cultural, open space, agricultural, scientific and aesthetic values (the "**Protected Values**") of great importance to Original Grantor, Grantor, Grantee, the people of Monterey County and the people of the State of California.

D. The Subject Property is subject to that certain Deed of Conservation Easement recorded November 24, 1998, as Document No. 9882397 in the Official Records of Monterey County, California (the "**Conservation Easement**") which Conservation Easement is owned and held by Grantee.

E. The primary purpose of this Amendment to Deed is to amend the boundary lines of the Homelands and Openlands on the Subject Property only, a single lot referred to as Lot 38 within the Project, as depicted in **Exhibit B**, attached and incorporated herein, in order to increase and enhance protection of the Protected Values present on the Subject Property, including the preservation of dense oak woodland with multiple landmark oak trees ("**Depiction of Amendment**").

F. Grantee is a non-profit public benefit corporation qualified under Section 501(c)(3) of the Internal Revenue Code, whose primary purpose is the preservation of areas of significant biological diversity through acquisitions of natural areas, acceptance or creation of conservation easements, creation of managed and interpretive public access to areas of special ecological, aesthetic and educational value and the establishment of demonstration conservation projects.

G. THE SONORAN INSTITUTE, successor to the interests of the Trust for Public Land identified in the Conservation Easement, is a publicly supported, tax-exempt nonprofit organization qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code, whose primary purpose is to seek, develop, and demonstrate practical ways to insure an ecologically balanced use of the nation's land resources which promotes optimum human living conditions in a biologically healthy environment.

H. Grantee intends, by acceptance of the amendment and grant made hereby, to honor the intentions of Original Grantor to protect the public interest in the Protected Values of the Subject Property in perpetuity by actively monitoring the Subject Property, research and resource management activities as well as other permitted uses on the Subject Property in a manner consistent with the protection and preservation of the Protected Values, and by enforcing the covenants, conditions and restrictions contained in this Amendment to Deed, which shall amend the Conservation Easement in the manner set forth below.

I. Grantor and Grantee have received the prior written consents necessary to amend the Conservation Easement as provided in Paragraph 16(h) of the Conservation Easement.

J. For clarity, nothing contained in this Amendment to Deed shall be deemed to amend, modify, waive or release any rights, duties or obligations of Original Grantor, Grantee, the current owner of the Subject Property, or any of their respective successors in interest under the Conservation Easement insofar as the Subject Property is concerned.

NOW, THEREFORE, and in consideration of the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of California including, inter alia. Sections 815-816 of the California Civil Code, Grantor, does hereby voluntarily grant to Grantee, and Grantee accepts, this Amendment to Deed in gross in perpetuity over the Openlands of the Subject Property, which amends the terms of the Conservation Easement to adjust the boundary lines of the Homelands and Openlands in order to increase and enhance protection of the Protected Values present on the Subject Property.

1. Amendment. Grantor and Grantee agree that the Conservation Easement is hereby amended as follows:

a. Homelands. The Homelands graphically depicted on **Exhibit B**, attached hereto and incorporated herein, and legally described in **Exhibit C**, attached hereto and incorporated herein, shall amend and replace the original depiction and description of the Homelands for the Subject Property.

b. Openlands. The Openlands graphically depicted on **Exhibit D**, attached hereto and incorporated herein, and legally described in **Exhibit E,** attached hereto and incorporated herein, shall amend and replace the original depiction and description of the Openlands for the Subject Property. The Openlands, as depicted and described herein, are subject to all the terms of the Conservation Easement in perpetuity.

2. General Provisions.

a. Capitalized Terms. All capitalized terms herein shall have same meaning as set forth in the Conservation Easement unless otherwise stated.

b. Controlling Law. This Amendment to Deed shall be governed and construed in accordance with California law.

c. Liberal Construction. This Amendment to Deed shall be liberally construed in order to carry out the express intentions of the parties as set forth in this Amendment to Deed.

d. Severability. All of said restrictions, conditions, covenants and reservations contained in this Amendment to Deed shall be construed together; but if it shall at any time be held that any one or more of these restrictions, conditions, covenants, or reservations, or any part thereof, is invalid or for any reason becomes unenforceable, no other restrictions, conditions, covenants or reservations or any part thereof shall be thereby affected or impaired.

e. Entire Agreement. Except as modified by this Amendment to Deed, the Conservation Easement, shall remain in full force and effect. The Conservation Easement, as modified by this Amendment to Deed, contains the entire agreement between the parties respecting the matter set forth, and expressly supersedes all previous or contemporaneous agreements, understandings, representations, or statements between the parties respecting this matter.

f. Successors. This Amendment to Deed shall be binding on and inure to the benefit of the parties, and their respective heirs, personal representatives, successors, and assigns.

g. Amendments. The restrictive use covenants contained in this Amendment to Deed shall not be amended without the prior written consent of a) Grantor, or the subsequent owners of the Subject Property, b) the Santa Lucia Preserve Association, (c) the Grantee, (d) The Sonoran Institute or such successor organization as shall have been substituted, and (e) the Monterey County Board of Supervisors. Any such amendment shall be consistent with the purpose of the Easement and shall not affect its perpetual duration. Consent may be withheld only upon a reasonable determination by the party whose consent is required that the proposed amendment would be inconsistent with the purpose of this Easement. Any such amendment shall be recorded in the official records of Monterey County, California.

h. Counterparts. This Amendment to Deed may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

i. Due Authorization. Each party hereto represent and warrants to the other parties hereto that (i) this Amendment to Deed has been duly authorized, executed and delivered by such party, (ii) this Amendment to Deed is the legal, valid and binding obligation of such party, and (iii) such party's execution and delivery of this Amendment to Deed does not, to the best of such party's knowledge, violate any provision of any agreement or judicial order to which such party is a party or to which such party is otherwise bound or subject.

[Signatures on following pages]

IN WITNESS WHEREOF, the Grantor and the Grantee have caused this Amendment to Deed of Conservation Easement to be executed by their duly authorized officers.

GRANTOR:

Date: DECEMBER 20, 2023

The Griffith Family Trust Dated November 26, 1986

By _____, TTEE
Richard S. Griffith, Trustee

By _____, TTEE
Nancy S. Griffith, Trustee

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

State of California)
County of Monterey) ss.

On 12/20, 2023 before me Maggie Morse, Notary Public, personally appeared Richard S. Griffith, 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.

MAGGIE MORSE
Notary Public - California
Monterey County
Commission # 2320108
My Comm. Expires Jan 30, 2024

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

State of California)
County of Monterey) ss.

On 12/20, 2023 before me Maggie Morse, Notary Public, personally appeared Nancy S. Griffith, 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.

MAGGIE MORSE
Notary Public - California
Monterey County
Commission # 2320108
My Comm. Expires Jan 30, 2024

ACCEPTANCE

The undersigned Grantee herein named accepts the foregoing Amendment To Deed Of Conservation Easement subject to all of the intentions, understandings, covenants, conditions, restrictions, reservations and remainders contained therein.

Date: 12/20/2023

GRANTEE:

Santa Lucia Conservancy,
a California Nonprofit Public Benefit Corporation

By _____

Name: Jamison Watts

Its: Executive Director

By _____

Name:

Its:

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

State of California)
County of Monterey) ss.

On 12/20, 2023 before me Maggie Morse, Notary Public, personally appeared Jamison Watts, 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.

MAGGIE MORSE
Notary Public - California
Monterey County
Commission # 2320108
My Comm. Expires Jan 30, 2024

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

State of California)
County of _____) ss.

On _____, 20___ before me _____, 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.

ACCEPTANCE

The undersigned herein named accepts the foregoing Amendment To Deed Of Conservation Easement subject to all of the intentions, understandings, covenants, conditions, restrictions, reservations and remainders contained therein.

Date: 11/21/2023

THE SONORAN INSTITUTE,
an Arizona nonprofit corporation,

By _____

Name: Richard A. Schaefer

Its:

By _____

Name:

Its:

State of Arizona

County of Pima

On this 21 day of November, 2023, before me personally appeared Richard A Schaefer (name of signer), whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed the above/attached document.

(seal)

Denise R Anderson

DENISE R ANDERSON
Notary Public - Arizona
Pima County
Commission # 650717
My Comm. Expires Jul 25, 2027

State of Arizona

County of _____

On this _____ day of _____, 20____, before me personally appeared _____(name of signer), whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed the above/attached document.

(seal)

_____

ACCEPTANCE

The undersigned herein named accepts the foregoing Amendment To Deed Of Conservation Easement subject to all of the intentions, understandings, covenants, conditions, restrictions, reservations and remainders contained therein.

Date: 12/5/23

THE SONORAN INSTITUTE,
an Arizona nonprofit corporation,

By _____

Name:

Its:

By _____

Name: Michael Zellner

Its: CEO, Sonoran Institute

State of Arizona

County of _____

On this _____ day of _____, 20____, before me personally appeared

_____(name of signer), whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed the above/attached document.

(seal)

_____

State of Arizona

County of Pima

On this 5th day of December, 2023, before me personally appeared Michael Zellner (name of signer), whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed the above/attached document.

(seal)

Toni Lorraine Garcia-Bullington

TONI LORRAINE GARCIA-BULLINGTON
Notary Public - Arizona
Pima County
Commission # 630688
My Comm. Expires May 25, 2026

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

[Attached on the following page]

EXHIBIT A

LEGAL DESCRIPTION OF LOT 38

That certain real property designated as Lot 38, as shown on the Map of Tract No. 1308, "Santa Lucia Preserve Phase A", filed for record on November 24, 1998, in Volume 20 of "Cities and Towns", at Page 8, Official Records of Monterey County, California and by Certificate of Correction recorded September 24, 1999 as Recorder's Series No. 9971340.

END OF DESCRIPTION

Frank Lucido Jr., PLS 8368
October 2023
Project #23-43

EXHIBIT B

DEPICTION OF AMENDMENT OF HOMELANDS AND OPENLANDS

[Attached on the following page]

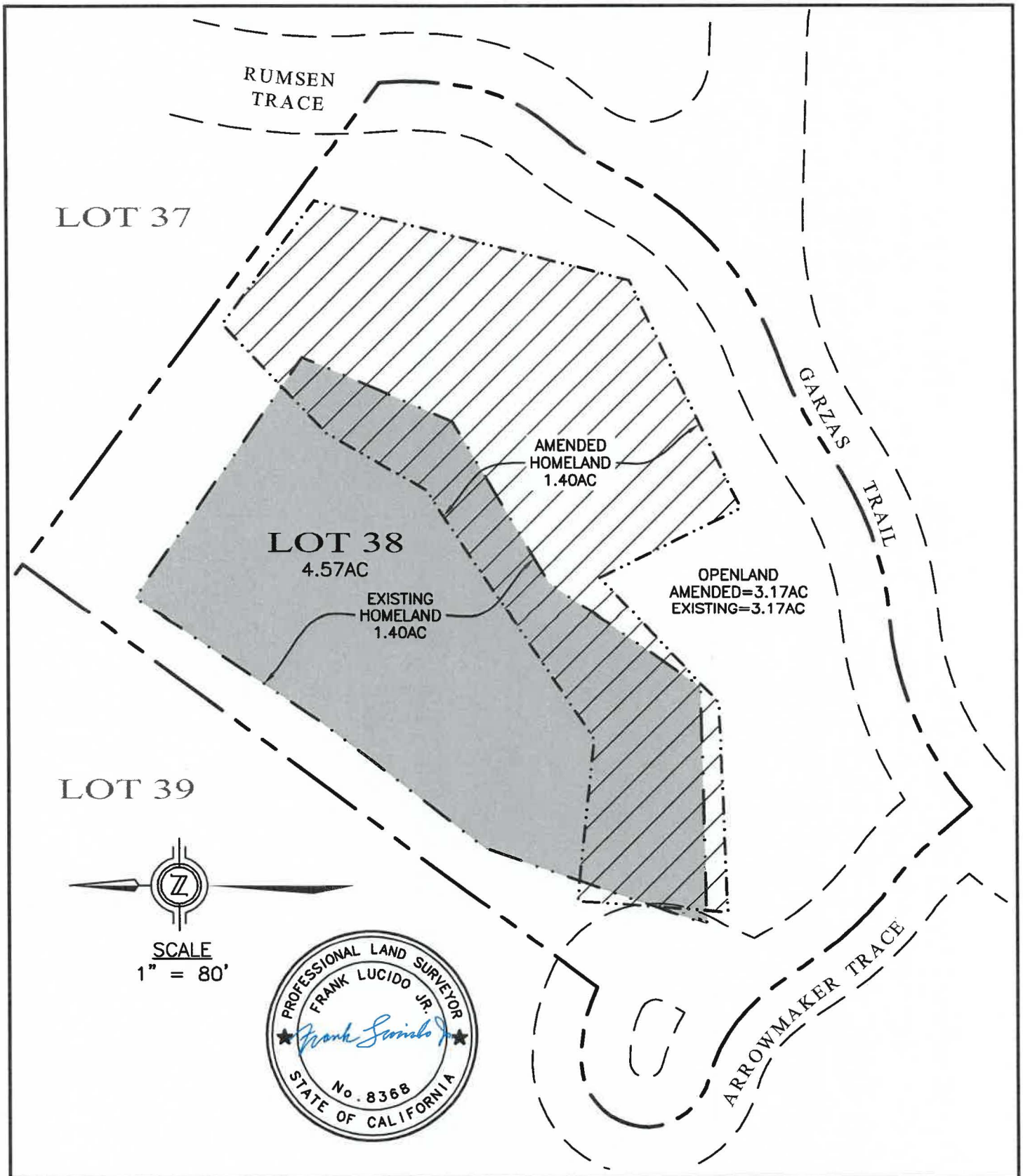


EXHIBIT "B"	LOT 38 SANTA LUCIA PRESERVE PHASE A VOLUME 20, CITIES & TOWNS, PAGE 8 APN: 239-051-007	DRAWN BY: PJM DESIGNED BY: N/A DATE: 10/16/23 SCALE: 1" = 80' JOB NUMBER: 23-43 LAST REVISED: REVISED BY:	L&S ENGINEERING AND SURVEYING, INC 2460 Garden Road, Suite G, Monterey, California 93940 P: 831.655.2723 F: 831.655.3425 LandSengineers.com

EXHIBIT C-1

DEPICTION OF HOMELANDS
(LOT 38 AMENDED HOMELANDS)

[Attached on the following page]

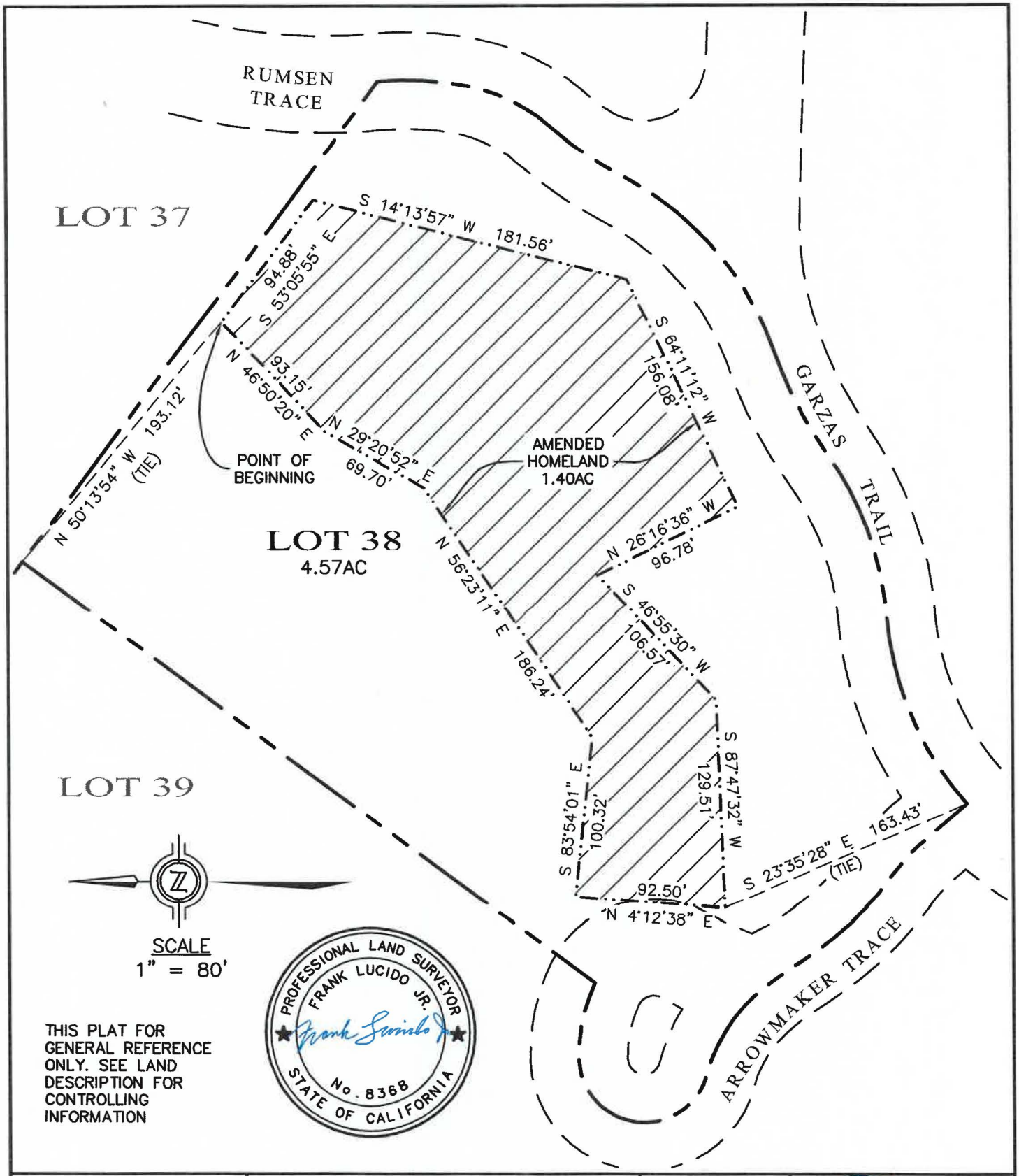


EXHIBIT "C-1"

AMENDED LOT 38 HOMELAND

SANTA LUCIA PRESERVE PHASE A
VOLUME 20, CITIES & TOWNS, PAGE 8

APN: 239-051-007

DRAWN BY:	PJM
DESIGNED BY:	N/A
DATE:	10/16/23
SCALE:	1" = 80'
JOB NUMBER:	23-43
LAST REVISED:	
REVISED BY:	

L&S ENGINEERING AND SURVEYING, INC
2460 Garden Road, Suite G, Monterey, California 93940
P: 831.655.2723 F: 831.655.3425
LandSengineers.com

EXHIBIT C-2

LEGAL DESCRIPTION OF HOMELANDS
(LOT 38 AMENDED HOMELANDS)

[Attached on the following page]

EXHIBIT C-2

AMENDED LOT 38 HOMELAND LEGAL DESCRIPTION

A portion of that certain real property designated as Lot 38, as shown on the Map of Tract No. 1308, "Santa Lucia Preserve Phase A", filed for record on November 24, 1998, in Volume 20 of "Cities and Towns", at Page 8, Official Records of Monterey County, California and by Certificate of Correction recorded September 24, 1999 as Recorder's Series No. 9971340, said portion being more particularly described as follows:

BEGINNING at a point South 50° 13' 54" East, 193.12 feet, from the Northerly most corner of said Lot 38 also being identified as Point of Beginning on the attached plat; thence the following courses and distances:

1) South 53° 05' 55" East, 94.88 feet; thence
2) South 14° 13' 57" West, 181.56 feet; thence
3) South 64° 11' 12" West, 156.08 feet; thence
4) North 26° 16' 36" West, 96.78 feet; thence
5) South 46° 55' 30" West, 106.57 feet; thence
6) South 87° 47' 32" West, 129.51 feet; thence
7) North 4° 12' 38" East, 92.50 feet; thence
8) South 83° 54' 01" East, 100.32 feet; thence
9) North 56° 23' 11" East, 186.24 feet; thence
10) North 29° 20' 52" East, 69.70 feet; thence
11) North 46° 50' 20" East, 93.15 feet to the **POINT OF BEGINNING**.

"Homeland" Containing 60,968 square feet, being 1.40 acres, more or less, as shown on Exhibit B attached hereto and made a part of.

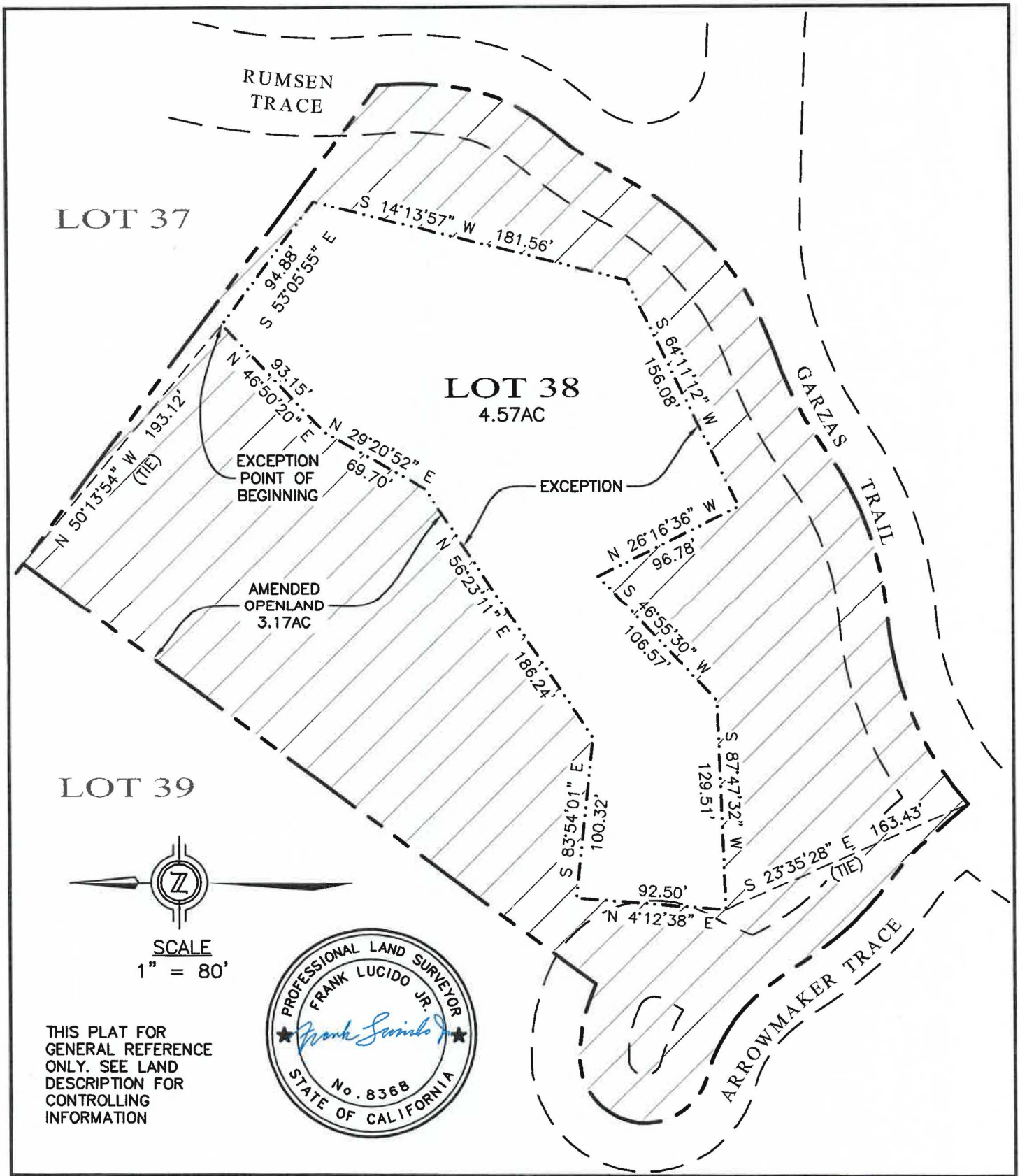
END OF DESCRIPTION

Frank Lucido Jr., PLS 8368
October 2023
Project #23-43

EXHIBIT D-1

DEPICTION OF OPENLANDS
(LOT 38 AMENDED OPENLANDS)

[Attached on the following page]



THIS PLAT FOR GENERAL REFERENCE ONLY. SEE LAND DESCRIPTION FOR CONTROLLING INFORMATION

EXHIBIT "D-1"

AMENDED LOT 38 OPENLAND

SANTA LUCIA PRESERVE PHASE A
VOLUME 20, CITIES & TOWNS, PAGE 8

APN: 239-051-007

DRAWN BY:	PJM
DESIGNED BY:	N/A
DATE:	10/16/23
SCALE:	1" = 80'
JOB NUMBER:	23-43
LAST REVISED:	
REVISED BY:	

L&S ENGINEERING AND SURVEYING, INC
2460 Garden Road, Suite G, Monterey, California 93940
P: 831.655.2723 F: 831.655.3425
LandSengineers.com

EXHIBIT D-2

LEGAL DESCRIPTION OF OPENLANDS
(LOT 38 AMENDED OPENLANDS)

[Attached on the following page]

EXHIBIT D-2

AMENDED LOT 38 OPENLAND LEGAL DESCRIPTION

A portion of that certain real property designated as Lot 38, as shown on the Map of Tract No. 1308, "Santa Lucia Preserve Phase A", filed for record on November 24, 1998, in Volume 20 of "Cities and Towns", at Page 8, Official Records of Monterey County, California and by Certificate of Correction recorded September 24, 1999 as Recorder's Series No. 9971340.

EXCEPTING therefrom that portion of land described as the "AMENDED HOMELAND", said portion being more particularly described as follows:

BEGINNING at a point South 50° 13' 54" East, 193.12 feet, from the Northerly most corner of said Lot 38 also being identified as Point of Beginning on the attached plat; thence the following courses and distances:

1) South 53° 05' 55" East, 94.88 feet; thence
2) South 14° 13' 57" West, 181.56 feet; thence
3) South 64° 11' 12" West, 156.08 feet; thence
4) North 26° 16' 36" West, 96.78 feet; thence
5) South 46° 55' 30" West, 106.57 feet; thence
6) South 87° 47' 32" West, 129.51 feet; thence
7) North 4° 12' 38" East, 92.50 feet; thence
8) South 83° 54' 01" East, 100.32 feet; thence
9) North 56° 23' 11" East, 186.24 feet; thence
10) North 29° 20' 52" East, 69.70 feet; thence
11) North 46° 50' 20" East, 93.15 feet to the **POINT OF BEGINNING**.

"Openland" Containing 138,178 square feet, being 3.17 acres, more or less, as shown on Exhibit B attached hereto and made a part of.

END OF DESCRIPTION

Frank Lucido Jr., PLS 8368
October 2023
Project #23-43