

Exhibit B

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Permit No.: _____

Recording Requested By and
When Recorded Return To:

Applicant Name: _____
Project Planner: _____

MONTREY COUNTY PLANNING AND
BUILDING INSPECTION DEPARTMENT
Post Office Box 1208
Salinas, CA 93902-1208

COUNTY OF MONTEREY

AUG 28 3 25 PM '91

50749

OFFICE OF RECORDER
COUNTY OF MONTEREY
SALINAS, CALIFORNIA

NO FEE

CONSERVATION AND SCENIC EASEMENT DEED

THIS DEED is made by and between QUAIL LODGE, INC., a California corporation, as Grantor, and the COUNTY OF MONTEREY, a political subdivision of the State of California, as Grantee;

W I T N E S S E T H:

WHEREAS, the Grantor is the owner of certain real property located in Monterey County, California, commonly known as Quail Meadows and more particularly described in Exhibit "A," attached hereto and made a part hereof (the "Quail Meadows Subdivision"); and

WHEREAS, the Quail Meadows Subdivision 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 certain portions of the Quail Meadows Subdivision; and

WHEREAS, a combined development permit (PC 07012) was approved for the Quail Meadows Subdivision on August 29, 1989, by Grantee's Board of Supervisors in accordance with Staff Recommendations and Findings contained in Board Resolution No. 89-469; and

WHEREAS, the approval of the combined development permit for the Quail Meadows Subdivision was subject to the following conditions:

1. That a scenic easement be conveyed to the County over those portions of the property slopes exceed 30%. Scenic easement deed to be submitted to and approved by the Director of Planning and Building Inspection prior to the filing of the final map.
94. That a scenic easement be conveyed to the County over those portions of the property where the slope exceeds 30%. Scenic easement deed to be submitted to and approved by Director of Planning and Building Inspection prior to filing of (the final map, parcel map or issuance of building permits).

WHEREAS, Grantee has placed the Conditions on the permit because a finding must be made under the law that the proposed development is in conformity with the provisions of the Monterey County General Plan and the Carmel Valley Master Plan and that in the absence of the protections provided by the Conditions said finding could not be made; and

WHEREAS, Grantor has elected to comply with the Conditions and executes this easement so as to enable Grantor to undertake the development authorized by the permit; and

WHEREAS, it is intended that this easement 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 the scenic use, as hereinafter expressed, over and across the portions of the Quail Meadows Subdivision designated "S.E." on the final subdivision map referenced in Exhibit "A" for scenic easements

(hereinafter collectively referred to as the "Scenic Easement Property"), and thereby protect the scenic beauty and existing openness of the Scenic Easement Property by the restrictive use and enjoyment thereof by the Grantor through the imposition of the conditions hereinafter expressed;

NOW, THEREFORE, for and in consideration of the premises, the Grantor hereby grants and conveys to Grantee an estate, interest, and conservation and scenic easement over and across the Scenic Easement Property of the nature and character and to the extent hereinafter expressed, which estate, interest, and easement will result from the restrictions hereby imposed upon the use of the Scenic Easement Property by the Grantor, and to that end and for the purpose of accomplishing the intent of the parties hereto, 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 Scenic Easement Property the various acts hereinafter mentioned.

The restrictions hereby imposed upon the use of Scenic Easement Property of the Grantor and the acts which said Grantor shall refrain from doing upon the Scenic Easement Property in connection herewith are, and shall be, as follows:

1. Structures. No structures will be placed or erected upon the Scenic Easement Property except fences, gates, animal feed and water troughs, drainage facilities and improvements not constituting a structure, detention ponds, wells, pumps, underground pipelines, water tank and entrance gates, all subject to review and

(approval of County's Director of Planning and Building Inspection and subject to applicable County discretionary permit regulations.

2. Advertising. No advertising of any kind or nature shall be located on or within the Scenic Easement Property except signs serving solely to designate property addresses or homeowners' names, to identify structures, common facilities, roads, trails, and to provide direction.

3. Vegetation. The Grantor shall not plant nor permit to be planted any vegetation upon the Scenic Easement Property, except such planting as may be necessary for erosion control, to replace dead or diseased plants or trees, and such other planting as approved by County pursuant to a landscape plan.

(4. Excavation/Topographical Changes. The general topography of the landscape of the Scenic Easement Property shall be maintained in its present condition and no excavation or topographic changes shall be made, except for the following:

a. Construction, alteration, relocation and maintenance of (i) private pedestrian and riding trails, (ii) underground utilities, and (iii) service and access roads as may be approved by the Director of Planning;

b. the removal of hazardous substances or conditions; the removal of dead or diseased plants or trees; the removal of any vegetation which constitutes or contributes to a fire hazard to residential use of neighboring properties; the removal of plants or trees within 50 feet of a roadway which constitute a restriction on sight distance or a fire hazard;

c. construction, alteration, relocation and maintenance of entry roads, firebreaks, driveways, and underground utilities serving individual lots, as may be approved by the Director of Planning and Building Inspection;

d. installation, repair, maintenance of sanitary sewer easement facilities, including but not limited to sanitary sewer mains, laterals, and manholes, as may be approved by the Director of Planning and Building Inspection.

e. installation, repair and maintenance of (i) drainage easements and improvements for drainage control including, but not limited to, detention ponds, and (ii) other minimal access improvements, as may be approved by the Director of Planning and Building Inspection;

f. excavation, topographic changes, repairs and construction necessary or appropriate in connection with a permitted use described herein.

5. Uses Prohibited. No use of the Scenic Easement Property which will or does materially alter the landscape or other attractive scenic features of said Property other than those specified above shall be done or suffered.

Excepting and reserving to the Grantor, the use and occupancy of the Scenic Easement Property not inconsistent with the conditions and restrictions herein imposed.

Uses permitted, or reserved to the Grantor by this instrument shall be subject to the ordinances of Grantee regulating the use of the Scenic Easement Property.

6. 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.

7. 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 property contrary to the terms of this offer will be deemed a breach hereof. The Grantee 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 may pursue any appropriate legal and equitable remedies. The Grantee 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 to enforce the terms and provisions hereof in the event of a breach shall not be deemed a waiver of Grantee's rights regarding any subsequent breach.

8. Maintenance: The Grantee 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 grant of easement. All costs and expenses for such maintenance, improvement use, or possession shall be borne by the Grantor, except for costs

incurred by Grantee for monitoring compliance with the terms of this easement.

9. Liability and Indemnification: This conveyance is made and accepted upon the express condition that the Grantee, its agencies, departments, officers, agents, and employees are to be free from all liability and claim for damage by reason of any injury to any person or persons, including Grantor, or property of any kind whatsoever and to whomsoever belonging, including Grantor, from any cause or causes whatsoever, except matters arising out of the sole negligence of the Grantee, while in, upon, or in any way connected with the property, Grantor hereby covenanting and agreeing to indemnify and hold harmless the Grantee, its agencies, departments, officers, agents, and employees from all liability, loss, cost, and obligations on account of or arising out of such injuries or losses unless such injuries or losses occur as a result of Grantee conducting monitoring pursuant to paragraph six. The Grantee shall have no right of control over, nor duties and responsibilities with respect to the property which would subject the Grantee to any liability occurring upon the land by virtue of the fact that the right of the Grantee to enter the land is strictly limited to preventing uses inconsistent with the interest granted and does not include the right to enter the land for the purposes of correcting any dangerous condition as defined by California Government Code Section 830.

10. 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, whether voluntary or involuntary.

11. 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.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Conservation and Scenic Easement Deed as of the dates set beside their respective signatures.

QUAIL LODGE, INC., a California corporation

DATED: 5/3/91

By [Signature]
EDGAR H. HABER
President

COUNTY OF MONTEREY

DATED: 8/20/91

By [Signature]
Chair, Board of Supervisors

STATE OF CALIFORNIA)
) ss.
COUNTY OF MONTEREY)

On this 3rd day of April, 1991, before me, the undersigned a Notary Public, personally appeared EDGAR H. HABER, known to me (or proved to me on the basis of satisfactory evidence) to be the president of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.



[Signature]
Notary Public

The undersigned owner, Quail Lodge, Inc., a California corporation is the owner in fee of that certain real property described as:

Tract 1161 Quail Meadows Subdivision filed August 28, 1991 in volume 17, Cities and Towns, Page 42, Official Records, Monterey County, California.

Owner desires to create a building envelope on each lot within the above subdivision known as "Quail Meadows". Each building envelope is shown and designated on the "Site Plan" attached hereto as Exhibit "A". The Site Plan designates a "Building Envelope" on Lots 1 through 56 inclusive and Lot 58. No structures shall be allowed on any portion of a Lot unless within a "Building Envelope", subject to that Declaration of Covenants, Conditions and Restrictions for the Quail Meadows Subdivision executed by owner and recorded concurrently herewith.

This declaration of Site Plan shall be incorporated and become a part of the Declaration of Restrictions for the Quail Meadows Subdivision

R	60
M	1
RF	58
TC	57
T	176

Dated: 1/7/92

Quail Lodge, Inc.,
a California corporation

BY: Lawson Little
Lawson Little,
Vice President

(General Acknowledgement)

State of California)
County of Monterey) ss

On Jan 7 1992 before me, the undersigned, a Notary Public in and for said state, personally appeared Lawson Little

personally known to me (or 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.

WITNESS my hand and official seal.

Signature Brenda Handy

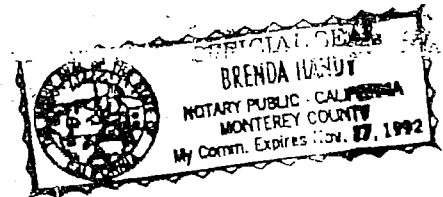


EXHIBIT A

All that certain real property situated in the County of Monterey, State of California, as shown on that certain final subdivision map for the Quail Meadows Subdivision, Tract No. 1161, filed for record on AUGUST 28, 1991, in the Office of the Recorder for the County of Monterey, California at Volume 17 of Cities and Towns at Page 42.

EXCEPTING THEREFROM, Lot 57 as shown on the above referenced final subdivision map.