## Attachment B

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PLN: 19025.	2	RECORPED ST REQUEST OF BOARD OF SUPERVISORS
BOARD OF SUPERVISORS	G 34351 CONSERVATION AND SCENIC EASEMENT DE	ED AUG 2 11 SI AM '83 OFFICE OF RECORDER
	le this day of	SALINAS ONLITORE
19 <u>83</u> , by and between	WILLIAM OATES, JAY ANSBERRY, DAN	IEL STEVENSON and

as Grantor, and the COUNTY OF MONTEREY, a political subdivision of the State of California, as Grantee;

### WITNESSETH:

WHEREAS, the said Grantor is the owner in fee of the real property hereinafter described, situate in Monterey County, California; and

WHEREAS, the said land 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 said property of the Grantor; and

WHEREAS, the said Grantor is willing to grant to the County of Monterey the scenic use as hereinafter expressed of the said land, and thereby protect the present scenic beauty and existing openness by the restricted use and enjoyment of said property by the Grantor through the imposition of the conditions hereinafter expressed;

NOW, THEREFORE, for and in consideration of the premises, the Grantor does hereby grant and convey unto the County of Monterey an estate, interest, and conservation and scenic easement in said real property of Grantor 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 said property by said Grantor, and to that end and for the purpose of accomplishing the intent of the parties hereto, said Grantor convenants 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 said property the various acts hereinafter mentioned.

### REEL 1656 PAGE 23

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

1.	. Th	at no	s truc tures	w111	be	placed	or	erected	upon	said	described
premises exc	ept		NONE						9 <b>.</b>	•	
			1								

the general topography of the landscape shall be maintained in its present condition and no excavation or topographic changes shall be made.

5. That no use of said described property which will br does materially alter the landscape or other attractive scenic features of said land other than those specified above shall be done or suffered.

The land of the Grantor hereinabove referred to and to which the provisions of this instrument apply is situate in the County of Monterey, State of California, and is particularly described in Exhibit A, attached hereto, and made a part hereof.

Excepting and reserving to the Grantor:

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(1) The right to maintain all existing private roads, bridges, trails and structures upon said land<sup>\*</sup>

- 2 -

(2) The use and occupancy of said land not inconsistent with the condition and restrictions herein imposed.

#### 24 REEL 1656 PAGE

Land uses permitted, or reserved to the Grantor by this instrument shall be subject to the ordinances of Grantee regulating the use of land.

To have and to hold unto the said County of Monterey, its successors and assigns forever. This grant shall be binding upon the heirs and assigns of the said Grantor.

ian Oates Board of GRANTEE tever son

COUNTY OF MONTEREY

Bγ Chairman.

(To be followed by appropriate acknowledgement of signature of Grantor)

CAT. NO. NN00627 TO 1944 CA (1-83) **M**TICOR TITLE INSURANCE (Individual) STATE OF CALIFORNIA COUNTY OF MONTEREY June 13, 1983 On before me, the undersigned, a Notary Public in and for said State, personally appeared . WILLIAM OATES. JAY ANSBERRY DANIEL STEVENSON and DIANE STEVENSON ., personally known to me or proved to me on the basis of satisfactory evidence to be the person\_\_\_ whose name S ARE\_\_\_ subscribed to the within instrument and acknowledged that \_\_\_\_\_\_ exe-OFFICIAL SEAL cuted the same. CATHY TOSTO WITNESS my hand and official seal. NOTARY FUBLIC - CALIFORNIA FRINCIFAL OFFICE IN MONTEREY COUNTY My Commission Expires October 28, 1983 Signature CATHY TOSTO (This area for official notarial seal)

### STATE C T C T ITORNIA ) COUNTA OF NONTEREY ) SS.

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## REEL 1656 PAGE 25

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On this 28th day of JUNE , 19 83, before me, ERNEST A MAGGINT County Clerk of the County of Monterey, and ex-officio clerk of the joint of Supervisors and of the Superior Court, in and for said County and State, personally appeared WILLIAM PETERS , known to me to be the Chairman of said Board of Supervisors of the County of Monterey, and known to me to be the person who executed the state in instrument on behalf of said political subdivision and acknowledged to me that such Chairman of Monterey executed the same.

ERNEST County Clerk and Board of Supervisor State of California# By .

REEL 1656 PAGE 26

#### EXHIBIT "A"

That certain real property situated in the County of Monterey, State of California, described as follows:

That area designated as "scenic easement" as shown on that Parcel Map filed the 20 day of  $\underline{SULY1983}$  in Volume 15 of Parcel Maps at page 154, Monterey County Records.

### EXHIBIT A

### REEL 1656 PAGE 27

More particularly described as follows:

BEGINNING at the southwest corner of that certain Lot 13, Block 150, as said lot and block are shown on that certain map entitled "Carmel Woods", filed June 9, 1922, in Volume 3 of Cities and Towns at Page 21, Records of Monterey County, California, said point of beginning also lying on the southerly boundary of said Carmel Woods Subdivision; thence leaving said boundary and continuing along the westerly line of said lot

- NORTH, 101.14 feet, to the northwest corner of said lot 13; thence along the northerly boundary of said lot
- (2) N. 61° 00' E., 83.94 feet; thence leaving said northerly boundary
- (3) S. 19° 00' W., 131.84 feet to the southerly boundary of said lot; thence along said boundary
- (4) S. 60° 36' 30" W., 35.00 feet to the point of beginning, containing 5245 square feet and lying entirely within the boundary of said Lot 13.

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

## REEL 1656 PAGE 28

Conservation a Deed in Connec	nd Scer tion v	nic Eag with Wi	seme [LLI	nt AM			
OATES, JAY ANS and DIANE STEV	BERRY, ENSON,	DANIEI Minor	L ST Sub	EVEN divi	sion	L	
No. MS 82-05,	Carmel	Area,	Dis	tric	t No	•	
5, ACCEPTED.	<b>.</b> .	•		•	٠	•	

Upon motion of Supervisor SHIPNUCK, seconded by Supervisor MOORE and unanimously carried, the Board hereby accepts the Conservation and Scenic Easement Deed in connection with WILLIAM OATES, JAY ANSBERRY, DANIEL STEVENSON and DIANE STEVENSON, Minor Subdivision MS 82-05, Carmel Area, District No. 5, and directs the Clerk to record said deed.

PASSED AND ADOPTED this 28th day of JUNE, 1983.

Dated: JUNE 28, 1983

ERNEST A. MAGGINI, contry clark and ex-officio Clerk of the Board of Superisors, County of Monterey, State pf California.

By Deputy. END OF DOCUMENT

CLERK #41

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Attachment B.1 Amended Conservation and Scenic Easement Deed

## PLN190252

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When recorded return to: MONTEREY COUNTY HOUSING AND COMMUNITY DEVELOPMENT <b>PLANNING</b> DEPARTMENT Attn: Fionna Jensen 1441 Schilling Place South, 2 <sup>nd</sup> Floor, Salinas, CA 93901 (831) 755-5025	
	Space above for Recorder's Use
Permit No.: PLN190252 Resolution No.: Owner Name: KOSTIGEN GREGORY & DONNA STARKS TRS	The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX OF \$Q_ [] computed on the consideration or full value of property conveyed, OR
Project Planner:Fionna JensenAPN:009-122-026-000	<ul> <li>[] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of sale,</li> <li>[] unincorporated area; and</li> <li>[X] Exempt from transfer tax, Reason: <u>Transfer to a governmental entity</u></li> </ul>

Signature of Declarant of Agent

## AMENDED SCENIC AND CONSERVATION EASEMENT DEED (COASTAL)

This Amendment to the Scenic and Conservation Easement (hereinafter "Amendment") is made this \_\_\_\_\_\_day of \_\_\_\_\_\_\_, by and between KOSTIGEN GREGORY & DONNA STARKS TRS, as Granter, and the COUNTY OF MONTEREY, a political subdivision of the State of California, as Grantee,

## WITNESSETH:

WHEREAS, said Granter is the owner in fee of the real property situated in Monterey County, California (hereinafter the "Property"), in the Carmel Area Land Use Plan area;

WHEREAS, a Coastal Development Permit (Minor Subdivision Permit No. 82-5) was granted by the Monterey County Board of Supervisors on June 1, 1982 subject to the Findings and Evidence and Conditions of Approval contained in Planning Commission Resolution No. 82-43, including the following Conditions:

- 3. That a scenic easement be conveyed to the County over the area shown on the tentative map. Scenic easement deed to be submitted to and approved by the Director of Planning prior to filing of parcel map.
- 4. Applicant shall submit evidence to the Planning Department that the Coastal Commission has approved the Minor Subdivision

WHEREAS, the Coastal Commission approved the Minor Subdivision (MS 82-5) on October 27, 1982 (Resolution No. 82-48).

WHEREAS, as a condition of approval of permit number MS 82-5 Grantors' predecessor in interest, DIANE & DAN STEVENSON, previous property owners of subject lot, granted a Scenic and Conservation Easement to the County of Monterey recorded August 2, 1983, at Reel 1656, Page 22, Official records of Monterey County, attached hereto as Exhibit "A" incorporated herein by this reference (herein after the "1983 Easement");

WHEREAS, the natural drainage culvert that runs north to west through Parcel A of the Minor Subdivision (MS 82-5) is located primarily in the 1983 Easement;

WHEREAS, in September 2017, GREGORY KOTIGEN & DONNA STARKS TRS, trusties, constructed three retaining walls to help stabilize the foundation and installed a 24" double wall pipe with rock gabion energy dissipations systems to help control and slow the flow of the stormwater runoff, all without the benefit of a discretionary permit;

WHEREAS, on August 13, 2019, Monterey County Housing and Community Development staff received an application request consisting of an after-the-fact Coastal Development Permit and Design Approval to partially clear Code Enforcement violation (19CE00007) to allow development on slopes exceeding 30% and the construction of three retaining walls and installation of drainage culvert improvements (Planning Permit No. **PLN190252**);

WHERAS, it has also come to the attention of the Monterey County Planning

Department that a portion of retaining ("deflection") wall which was approved in conjunction with the existing single-family dwelling under Combined Development Permit (Resolution No. 94156), was built encroaching on the area of the recorded Scenic and Conservation Easement;

WHEREAS, the terms of the 1983 recorded Conservation and Scenic Easement deed do not allow construction of structures or maintenance of the existing deflection wall within the area subject to the easement;

WHEREAS, Planning Permit No. PLN190252 therefore proposes an Amendment of the 1983 Recorded Scenic and Conservation Easement (hereinafter referred to as the "Amended Easement") to amend Restriction No.1, page 2, of the existing 1983 Easement to allow "*repairs and maintenance to the drainage culvert for slope stability and conveyance of stormwater, subject to approval of an appropriate discretionary permit in each case*";

WHEREAS, the existing deflection wall meets the structure exception notated in the proposed amended easement deed language. The existing deflection wall provides erosion control measures by deflecting the runoff away from the single-family dwelling and by providing stability to single-family dwelling's foundation. Without this deflection wall, the runoff has the potential to be directed towards the single-family dwelling rather than away from it;

WHEREAS, the three retaining walls constructed without a permit below the deflection wall meet the proposed deed exception language by providing support to the deflection wall, the culvert, and the foundation of the single-family dwelling, as well as reducing the potential for erosion;

WHEREAS, the installation of the 24-inch pipe and two gabion energy dispersion systems are considered maintenance to the drainage culvert since they improve its functionality, and therefore meet the proposed amended exception requirement of the easement deed;

WHEREAS, Grantors are willing to grant the County of Monterey the conservation and scenic use to protect habitat areas and slopes exceeding 30% by the restricted use and enjoyment of the Property by the Grantors through the imposition of

the conditions described in the 1983 Easement and hereinafter expressed;

WHEREAS, no environmentally sensitive habitats or protected special status species were impacted during construction, nor will be affected by the Amended Easement;

**WHEREAS**, the Amended Easement will ensures the safety of the public and of the existing single-family dwelling;

WHEREAS, the boundaries of the 1983 Easement are not changed in the Amended Easement;

WHEREAS, Grantors and Grantee intend that this Amendment shall amend the 1983 Easement insofar as the revised restrictions of the Easement on the Property, with all other terms to remain in effect; and

**WHEREAS**, it is intended that this Amended 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.

NOW, THEREFORE, Grantors and Grantee agree as follows:

- This Amended Conservation and Scenic Easement Deed as described shall amend the Conservation and Scenic Easement Deed as recorded at Reel 1656, Page 22, Official records of Monterey County, and as shown on Exhibit "A".
- This Deed shall Amend subsection 1 (Restriction No.1) of Paragraph 1 on Page 2 to state: "repairs and maintenance to the drainage culvert for slope stability and conveyance of stormwater, subject to approval of an appropriate discretionary permit in each case."
- 3. The boundaries of the 1983 Easement shall remain unchanged for the Amended Conservation and Scenic Easement deed
- 4. All other terms and conditions of the original Conservation and Scenic Easement Deed shall remain in full force and effect and are incorporated herein by this reference.
- 5. This Amended Conservation and Scenic Easement Deed shall run with the land

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 Grantors and all of its successors and assigns. This grant shall benefit the County of Monterey and its successors and assigns forever.

- 6. The Grantee or its agent may enter onto the property to ascertain whether the use restrictions set forth above are being observed at times reasonable acceptable to the Grantor. The public may enter onto the property only for scientific research purposes authorized by a coastal development permit, and at times reasonably acceptable to the Grantor.
- 7. Any act or any conveyance, contract, or authorization whether written or oral, by the Granter, 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 enforce 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 it shall bring an action in law or equity to enforce the Grantee to enforce the terms and provisions hereof in the event of breach shall not be deemed a waiver of Grantee's rights regarding any subsequent breach.
- 8. The Grantee shall not be obligated to maintain, improve, or 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 Granters, except for costs incurred by Grantee for monitoring compliance with the terms of this easement.
- 9. 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 Grantors, or property of any kind whatsoever and to whomsoever belonging, including Granters, 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, Granters hereby covenanting and agreeing to indemnify and hold harmless the Grantee, its agencies, departments, officers, agents, and employees from all liability loss, cost, and obligation on account of or arising out of such injuries or losses however occurring. The Grantee shall have no right of control over, nor duties and responsibilities with respect to the property that would subject the Grantee to 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, 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 land for the purposes of correcting any "dangerous condition" as those terms are defined by California Government Code section 830.

- 10. 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 Granters and the Grantee, whether voluntary or involuntary.
- 11. 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.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_, at \_\_\_\_\_, California.

## **GREGORY KOSTIGEN & DONNA STARKS TRS**

By:	 By

sy: \_\_\_\_

(Signature)

(Signature)

(Print or Type Name and Title)

(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.

STATE OF CALIFORNIA)

COUNTY OF MONTEREY)

On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

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

STATE OF CALIFORNIA)

COUNTY OF MONTEREY)

On	before me,	, a
Notary Public, perso	nally appeared	, who
proved to me on the	basis of satisfactory evidence to	be the person(s) whose name(s) is/are
subscribed to the wit	hin instrument and acknowledge	d to me that he/she/they executed the same
in his/her/their autho	rized capacity(ies), and that by h	is/her/their signature(s) on the instrument
the person(s), or the	entity upon behalf of which the r	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 \_\_\_\_\_

### ACCEPTANCE AND CONSENT TO RECORDATION

This is to certify that the interest in real property conve	eyed by the deed or grant dated <b>January</b>
25, 2022 from GREGORY KOSTIGEN & DONNA S	STARKS TRS to the County of Monterey,
a political corporation and/or governmental agency is	hereby accepted by order of the Board of
Supervisors on, (or	by the undersigned officer or agent on
behalf of the County of Monterey pursuant to authorit	
Supervisors adopted on	,) and the grantee consents to
recordation thereof by its duly authorized officer.	
DATED:	
Mary Adams	
Chair, Monterey (	County Board of Supervisors

ATTEST: DATED: \_\_\_\_\_

Julian Lorenzana Clerk of Said Board

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

STATE OF CALIFORNIA

COUNTY OF MONTEREY

On \_\_\_\_\_\_ before me, \_\_\_\_\_\_, a

) SS.

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 \_\_\_\_\_

Document Form/Content Acceptable: Charles, J. McKee, County Counsel

(Seal)

By:	DATED:
·	

Type/Print Name: , Deputy County Counsel

## EXHIBITS TO BE ATTACHED TO: CONSERVATION AND SCENIC EASEMENT DEED

- 1. **EXHIBIT "A":**1983 Easement Deed, accompanied by a metes and bounds description.
- 2. **EXHIBIT "B":** An official surveyor's map, parcel map or plot plan showing the exact location of the easement on the property.

"ANY EXHIBIT(S) MUST BE NO LARGER THAN 8 1/2" X 14"

## Attachment B.2 Recorded 1983 Final Map

PLN190252

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#### SN 17,865 NO, 460, 200 E1,141,700 MAP PG. 2

LOT 14

gist" Pt

557

CARMEL CITY LIMIT LINE

35.00

LOT

2

BLOCK

600,NO 272, LS 2369

7.47

G, 6 7

EASEMEN

e.Fr.

6 building set back line

30"E

81Z

.36

00' 0

6

LOT 1

07-W

159.23

39

OL. 15 PAR PG. 154

Y. HEIM

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### ACKNOWLEDGEMENTS

STATE OF CALIFORNIA.

STATE OF CALIFORNIA. COUNTY OF MONTEREY. W & 14-83 BEFORE ME, THE UNDER-SBANED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED KENNETH G. BAKKUM, KNOWN TO ME TO BE THE VICE PRESIDENT, AND ROBERT & GORTZ, KNOWN TO ME TO BE THE ASSISTANT SECRETARY OF THE CORPORATION THAT EXECUTED THE WITHIN MUTRUMENT, KNOWN TO ME TO BE THE OFERSTRE WID EXECUTED THE WITHIN WITHIN INSTRUMENT, ENOUND TO ME TO BE THE PERSONS WHO EXECUTED THE WITHIN MUTEUMENT ON BEHALF OF THE CORPOR-ATION THEREIN NAMED, AND ACKNOWLEGED TO ME THAT "UCH CORPORATION DIEUTED THE WITHIN INSTRUMENT RIRSUMNT TO ITS BY-LAWS OR A RESOLUTION OF ITS BOARD OF DIRECTORS.

X Im SIGNATURE (NAME PRINTED)

TITLE INSURANCE AND TRUST COMPANY, A CALIFORNIA CORPORATION AS TRUSTER UNDER DEED OF TRUST RECORDED MAY 29, 1991 IN REEL MAY PAGE TTS. OFFICIAL RECORDS OF MONTEREY COUNTY. UNAUL & BANAUL VICE PRESIDENT

ILL FREQUENT
EVEN IN THE ACCT PERPERANCE
BERTH GORTZ ASST. SECRETARY

VOLUME I, CITIES & TOWNS, PAGE 46'Z STATE OF CALIFORNIA. POINTS NOT INDICATED AS FOUND OR SET ARE SHOWN FOR REFERENCE ONLY. COUNTY OF MONTEREY. ON 1-14-83 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SALD STATE, PERSONALLY APPEARED,\_\_\_\_\_ DISTANCES ARE EXPRESSED IN FEET AND DECIMALS THEREOF BASIS OF BEARINGS JAG ANSBERRY WILLIAM M DATES, DANIEL G. THE BEARING N 61 00'E AS SHOWN ON THE MAP OF CARMEL WOODS RECORDED IN VOLUME 3 OF CITLES & TOWNS AT PAGE 21, AS FOUND MONUMENTED, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN UPON THIS MAP. STEVENSON + DIANE STEVENSON KNOWN TO ME TO BE THE PERSONIS WHOSE OWNERS CERTIFICATION NAMES SUBSCRIBED TO THE WITHIN INSTRU-MENT AND RCKNOWLEDGED THAT THEY EXECUTED THE SAME. WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO, THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS MAP, AND THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID PROPERTY, AND WE CONSENT WITNESS MY HAND AND OFFICIAL SEAL. SIGN ATURE: 4. Nein TO THE PREPARATION AND RECORDATION OF SAID MAP AUD SUBDIVISION AS SHOWN WITHIN THE SUBDIVISION BOUNDARY SUES. AU INTER Million M. Dates PARCEL William M. Dates MAP Y. HER MWOR SUBDIVISION, M.J. 82-5 AS APPROVED BY THE MONTEREY COUNTY MINOR SUBDIVISION COMMITTEE BY RESOLUTION 82-93, OF LOT 13, BLOCK ISO, CHEMEL WOODS, RENCHO EL BESCADER: AS SHOWN ON THAT MAR FILED IN YOLUME 3 OF CITIES AND TOWNS AT PAGE 21, OFFICIAL RECORDS, MONTEREY COUNTY, CALIFORNIA. handy TODIDON UULLOK lan. SURVEYOR'S CERTIFICATE COUNTY SURVEYOR'S CERTIFICATE COUNTY RECORDER'S CERTIFICATE Filed this 20<sup>th</sup> day of <u>JULY</u>, 198 924 at <u>A</u>.m. in Book <u>15</u> of Parcel Maps at page <u>154</u> ~ SURVEYED FOR ~ 1983 This map was prepared by me or under my direction and is based upon a field survey in conformance with the require-ments of the Subdivision Map Act and local ordinonce of the request of This map conforms with the requirements of the Subdivision Map Act and local ordinance. DIANE STEVENSON DATED: July 18 at the request of TICOR TITLE INSURANCE CO. DIANE STEVENSON LICENSED SURVEYOR JON D. HAGEMEYER on URNUPRY 6\_\_\_\_\_, 1983\_\_\_\_. I hereby state that this parcel ERNEST A. MAGGINI CARMEL, CALIFORNIA. map substantially conforms to the approved or conditionally opproved By Santara Vandequip + Deputy Serial No. G 3176/ Fee \$6.00 1970 CANDARY 1983 SCALE: 1" = 20' tentative map, if onv. Land P. h BY DEP//TY (Signed the Offerency LS. No. 4.986 AP 9-122-06 109 4314 10 20 30 40 200 DEPARTMENT OF DURING WORKS-MICROFILM 100 150 SCAL F: 1"= 20 COUNTY OF MONTEREY

LOT 12

PARCEL

133.99

SET SIA" PIPE

B

building Setback Time PRUT OF W

6920 GROSS SQ FT.

158.42

74.48

Δ

16.0014

21.70

RIGHT OF WAY

3/9

LINCOLD

sterr

~ BASIS OF BEARINGS

6' building setback line

building setback line

PARCEL

7016 GROSS SQ. FT. 458 NET SQ.FT.

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