

# Attachment A

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**RECORDING REQUESTED BY  
WHEN RECORDED, RETURN TO:**

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**DEED OF CONSERVATION EASEMENT**

(Openlands of The Santa Lucia Preserve, Phase A and Phase B)  
(Combined Development Permit PC94-067, Condition No. 109;  
Map Amendment Permit, Board of Supervisors  
Resolution No.13-340, Condition No. 5)

THIS DEED OF CONSERVATION EASEMENT ("Deed") is made by THOMAS A. and ANDREA M. VARDELL both as individuals and as Trustees of the Vardell Living Trust dated May 31, 2002 (collectively "Grantor"), to SANTA LUCIA CONSERVANCY, a California Nonprofit Public Benefit Corporation (referred to herein as "Grantee").

**RECITALS**

A. Grantor is the owner in fee simple of certain real property in Monterey County, California, more particularly described as Parcel 2 on that certain Record of Survey filed for record in Volume 30 Surveys Page 70, Office of the Recorder, County of Monterey, and further shown as that certain 16.38 acre parcel on the Amending Final Map filed for record in Volume \_\_\_\_ of Cities and Towns, at Page \_\_\_\_ Office of the Recorder, County of Monterey, attached hereto as **Exhibit "A"** and incorporated herein by this reference (the "Subject Property").

B. The Subject Property is a part of a phased project known generally as The Santa Lucia Preserve, consisting of approximately 18,000 acres of Preserve Lands and approximately 2,000 acres of Settled Lands as those terms are used and described in the Comprehensive Development Plan (April 1994, "the Plan"), the Combined Development Permit Application (Revised November 14, 1994, "the Application") 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. Grantor's predecessor in title, the Rancho San Carlos Partnership, L.P., a California Limited Partnership (hereinafter "RSCP") received entitlements from the County of Monterey (Resolution No. 96-060, Resolution No. 96-061 and Resolution No. 97-360) for the creation on The Santa Lucia Preserve of a project consisting of

residential, recreational, open space and agricultural uses ("the Approved Project"), subject to conditions of approval imposed by the Monterey County Board of Supervisors pursuant to Resolution No. 96-060, Resolution No. 96-061 and Resolution No. 97-360 ("the Conditions of Approval"). In addition, Grantor has received entitlements from the County of Monterey (Resolution No. 13-340) for an Amendment (Vardell/PLN130466) of the Santa Lucia Preserve Phase A Subdivision Map ("the Amending Map"), subject to conditions of approval imposed by the Monterey County Board of Supervisors pursuant to Resolution No. 13-340 ("the Lot 65 Conditions of Approval").

C. The Approved Project created by RSCP consists of "Settled Lands" (lands to be developed with residential and recreational uses) and "Preserve Lands" (lands to be preserved and used for agricultural, recreational, open space and conservation activities). The Preserve Lands of The Santa Lucia Preserve are comprised of Wildlands conveyed incrementally to Grantee in fee, or Openlands consisting of portions of the residential lots in the Approved Project (the "Lot" or "Lots") conveyed in fee to the individual purchasers of such lots, including Grantor as the owner of Lot 65 (sometimes hereinafter referred to as "Owner" or "Owners"), but subject to conservation easements in favor of Grantee. The meaning of the term "Approved Project" as used herein does not include the use and development of Lot 65 by Grantor. The Preserve Lands are restricted in perpetuity 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 Santa Lucia Preserve are comprised of either Homelands, which will be used for residences, or Rancholands, which will be used for visitor accommodations, resident-serving commercial, and recreational uses.

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

E. Condition No. 109 of the Conditions of Approval imposed by the Monterey County Board of Supervisors pursuant to Resolution No. 96-060, Resolution No. 96-061, and Resolution No. 97-360 requires that conservation easements over the Openlands areas of each phase of the Approved Project be granted to the Santa Lucia Conservancy or other appropriate non-profit land trust organization concurrently with the filing of final maps for each phase of the Approved Project, and that such conservation easements restrict the permitted uses of the Openlands in perpetuity and grant to the County of Monterey the non-exclusive right to enforce said restrictive use covenants.

F. Condition No. 5 of the Lot 65 Conditions of Approval imposed by the Monterey County Board of Supervisors pursuant to Resolution No. 13-340 requires that Owner grant to the Conservancy a conservation easement over the portion of the Subject Property (Lot 65) shown as Openlands on the Map Amendment Authorized by Resolution No.13-340.

G. Grantee Santa Lucia Conservancy 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.

H. SONORAN INSTITUTE is a publicly supported, tax-exempt nonprofit organization qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code, whose primary purposes include the acquisition of public open lands devoted to the preservation of native plants or animals, biotic communities, geological or geographical formations of scientific interest, or recreation and scenic beauty; and 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.

I. Grantor intends, as Owner of the Subject Property, to convey easement rights to Grantee providing for the exclusive right to actively manage in perpetuity the ranching, recreational, research, education and resource management activities on that portion of the Openlands of the Subject Property more particularly shown and described as "PORTION OF LOT 65 (PARCEL 2) FROM VOLUME 30 SURVEYS, PAGE 70 7.73 ACRES" on **Exhibit "B"**, attached hereto and incorporated by reference herein, in order that the Protected Values of the Openlands of the Subject Property be managed and protected in perpetuity for public benefit, and that the requirements of said Condition No.109 be satisfied thereon.

J. Grantee intends, by acceptance of the grant made hereby, forever to honor the intentions of Grantor and RSCP to protect the public interest in the Protected Values of the Openlands of the Subject Property by actively monitoring the ranching, recreational, research, educational and resource management activities as well as other permitted uses on the Openlands of 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 Deed.

**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 an exclusive Conservation Easement in gross in perpetuity over that portion of the Openlands of the Subject Property as more particularly described and shown as "PORTION OF LOT 65 (PARCEL 2) FROM VOLUME 30, SURVEYS, PAGE 70 7.73 ACRES" on **Exhibit "B"**, of the nature and character and to the extent hereinafter set forth (the "Easement").

**SUBJECT TO** the following CONDITION SUBSEQUENT, to wit, that if Grantee ceases to exist, ceases to qualify as a tax-exempt non-profit organization under Section 501(c)(3) of the Internal Revenue Code, or ceases to manage and protect the Protected Values of the Subject Property, or attempts to transfer, dedicate to the public or to any public entity, assign,

convey, hypothecate, encumber or otherwise alienate any interest in the Openlands of the Subject Property in violation of the restriction upon transfer set forth below, all right title and interest of Grantee shall terminate automatically and without reentry by Grantor, and shall thereupon vest immediately and automatically in SONORAN INSTITUTE, an Arizona non-profit public benefit corporation, or in such successor organization as shall have been substituted for SONORAN INSTITUTE, whereupon SONORAN INSTITUTE or such successor organization shall be treated as "Grantee" for all purposes of this Deed; provided, however, that Grantee's interest shall not terminate automatically on the ground of Grantee's ceasing to manage and protect the Protected Values of the Subject Property in accordance with the applicable covenants, conditions and restrictions unless Grantor or SONORAN INSTITUTE has first recorded in the office of the County Recorder of Monterey County, California, and served upon Grantee by certified mail at the address shown on the latest equalized county assessment roll, a Notice of Default as hereinafter provided, and Grantee fails to cure all of the defaults specified in the Notice of Default within ninety (90) days after the date of mailing the Notice of Default to Grantee, or, in the case of defaults which cannot be fully cured within ninety (90) days, to promptly commence and diligently and in good faith pursue the cure of such defaults within ninety (90) days after the date of mailing the Notice of Default to Grantee. The Condition Subsequent set forth herein is intended to create a power of termination as defined in California Civil Code Section 885.010(a), and the remainder in favor of SONORAN INSTITUTE, is intended to create a conditional limitation as defined in California Civil Code Section 778. In the event that SONORAN INSTITUTE, succeeds to the interest of SANTA LUCIA CONSERVANCY pursuant to the provisions of this CONDITION SUBSEQUENT, SONORAN INSTITUTE shall have the right, but not the obligation, to assign its interest to another nonprofit organization qualified under California Civil Code Section 815.3 to accept conservation easements and otherwise fulfilling the qualifications provided in Section 10(d) (i) and (ii) of this Deed.

**SUBJECT ALSO TO** the following restriction upon transfer, to wit, that except as expressly provided herein, Grantee shall not transfer, assign, convey, hypothecate, encumber or otherwise alienate any interest in the Subject Property except to SONORAN INSTITUTE, an Arizona nonprofit public benefit corporation, or to such successor organization as shall have been substituted for SONORAN INSTITUTE. It is the express intention and understanding of the Grantor in making this grant to Grantee, and of the Grantee in accepting title to the Subject Property pursuant to this Deed, that the foregoing restriction on transfer is a lawful and reasonable restraint on alienation, directly related to the primary purposes for which this grant is made and the public benefit purposes for which Grantee is formed, and consistent with and supportive of the resource protection and conservation policies of the parties, the County of Monterey and the State of California, and therefore is not repugnant to the interest created or violative of the provisions of California Civil Code Section 711.

1. **Purpose.** It is the purpose of the Easement in perpetuity a) to assure the preservation, management, and protection of the Protected Values of the Subject Property, as described in the Plan and the RMP, in accordance with the terms and conditions of this Easement; b) to prevent any use of the Subject Property that would materially impair or interfere with the Protected Values; c) to promote the public interest in accordance with Article 13,

Section 8 of the California Constitution, the Open-Space Easement Act of 1974 (Government Code Section 51070 et seq.), and the provisions of Title II, Chapter 4 of the California Civil Code (Section 815 et seq.) by retaining the land as open space as defined in Section 65560 of the California Government Code or predominately in its natural, scenic, historic, agricultural, forested or openspace condition, thereby adding to the amenities of living in neighboring urbanized areas and preserving the rural character of the area in which the land is located; and (d) to assure that any accessory or ancillary uses of the Subject Property in connection with the private use and development of the Settled Lands of The Santa Lucia Preserve are subordinate and incidental to the primary public interest in the preservation, management, and protection of the Protected Values of the Subject Property. To the extent that Grantor's and Grantee's activities on and uses of the Subject Property are consistent with prudent management of the Protected Values of the Subject Property, and with the terms and conditions of the Conditions of Approval, Lot 65 Conditions of Approval, and this Easement, it is within the purpose of this Easement to permit the continuance of such activities and uses.

2. **Affirmative Rights and Interests Conveyed.** To accomplish the purpose of this Easement, the following rights and interests are conveyed to the Grantee:

(a) To preserve, protect and manage in perpetuity the Protected Values of the Subject Property.

(b) To enter upon, inspect, and observe the Subject Property for the purpose of monitoring the uses of and activities and practices upon the Subject Property to determine whether they are consistent with this Easement, to mitigate impacts upon the Protected Values of the Subject Property, and to enforce the covenants, conditions and restrictions contained herein. Such entry shall be permitted upon reasonable prior notice to the Owner of the Subject Property, and shall be made in a manner that will not unreasonably interfere with the Owner's use, management, and comfortable enjoyment of the Subject Property.

(c) To prevent any activity on or use of the Subject Property that is inconsistent with the purpose of this Easement and to require the restoration or rehabilitation of such areas or features of the Subject Property that may be damaged by any inconsistent activity or use.

(d) Subject to the prior written approval of the Owner of the Subject Property, to carry on, and to license others to carry on, and to regulate, public education and interpretation programs, wildlife management programs and activities and scientific research and experimentation, and livestock activities, including grazing, fencing, loading, boarding and feed storage facilities, consistent with the terms and conditions of the Conditions of Approval and the Lot 65 Conditions of Approval.

3. **Uses and Practices.** Subject to the reserved rights set forth in this Deed if any, this Easement shall confine the uses of the Openlands of the Subject Property to the following:

(a) Uses consistent with and supportive of the preservation, protection and management in perpetuity of the Protected Values;

(b) Research, educational and resource management and facilities;

(c) Ranching activities and facilities as described in the Revised Rancho San Carlos Cattle Grazing and Livestock Management Plan (Sage Associates, February 1994, Revised October 1998, August, 1999, August 2000 and May 2005) ("The Grazing Plan"), as amended from time to time, referred to in Condition #25 of the Conditions of Approval, excepting equestrian uses;

(d) Outdoor recreation and facilities; and

(e) Project infrastructure and uses described in the Plan and in subsequent entitlements approved pursuant to the Plan.

3.1 Prohibited Uses. Specifically, and without limiting the generality of the foregoing, the following itemized uses and activities are deemed inconsistent with the purpose of this Easement, and are hereby expressly prohibited by this Deed:

(a) Inconsistent Uses and Activities. Any use of or activity on the Openlands of the Subject Property not expressly permitted and which is inconsistent with the purpose of this Easement, or which threatens or compromises the Protected Values, is prohibited.

(b) Subdivision & Development. The legal or de facto further subdivision of the Subject Property.

(c) Residences & Commercial & Industrial Uses. Residential, commercial and industrial uses, including viticulture and wineries, golf, and commercial harvesting of timber.

(d) Mineral Exploration & Development. Exploration, excavation, or surface extraction of any mineral resources.

(e) Dumping & Disposal. The dumping or disposal of all non-biodegradable refuse or vegetative materials composed of non-native plant species, with the exception of composting sites for bio-degradable materials supervised and managed by the Conservancy in accordance with the Monterey County Solid Waste Management Plan.

(f) Motorized Vehicles. The use of motorized vehicles on all unimproved roads, trails, and off-road areas, except by Grantor and Grantee, or others under authorization of the Conservancy, for construction, repair or maintenance of the Approved Project infrastructure or accessory facilities and for permitted uses and emergency purposes. No trailer, camper, motor home, recreational vehicle, truck, boat, inoperable automobile, or similar vehicle or equipment



shall be permitted upon any area within the Openlands of the Subject Property, except as necessary in connection with construction, repair or maintenance permitted by this subparagraph. No person shall construct, repair, service or maintain any motor vehicle within the Openlands of the Subject Property except for emergency repairs.

(g) Water Development. The impoundment, pumping or removal of water beyond that necessary or appropriate for the development and maintenance of the Approved Project and the conduct of Permitted Uses as provided in Section 3.2 below, to the extent that such impoundment, pumping or removal would have or be likely to have a potentially significant adverse impact on aquatic life or creek, stream, spring, seep or other natural resources.

(h) Agricultural. The tilling, terracing or other use of the Openlands of the Subject Property for agricultural purposes, including viticulture, other than livestock grazing and native plant cultivation and use as specifically provided herein.

(i) Structures, Billboards & Signs. The construction, erection or placement of any structures, billboards or of markers or signs, other than Permitted Uses and Practices enumerated in Article 3 which are accessory to the Approved Project, such as street, directional, warning, safety, informational and hiking signs, structures accessory to permitted recreational uses, such as lean-tos, campgrounds and picnic facilities, and fencing, boarding and feed storage facilities accessory to permitted livestock maintenance.

(j) Native Vegetation Removal. Direct disturbance or removal of non-toxic and non-invasive native vegetation within the Openlands of the Subject Property except to the extent necessary for the installation, maintenance, repair and replacement of Approved Project infrastructure, construction and maintenance of fuel breaks and fire-safe areas, and creation and maintenance of view corridors. Any non-toxic or non-invasive native vegetation disturbed or removed as a result of necessary installation of Approved Project infrastructure shall be revegetated with non-toxic and non-invasive native vegetation.

(k) Non-Native Plants and Vegetation. The planting, growing or maintenance of non-native plants or vegetation on the Openlands of the Subject Property.

3.2. Permitted Uses. Specifically, and without limiting the generality of the foregoing, the following itemized uses and activities of the Openlands of the Subject Property are deemed consistent with the purpose of this Easement, and are hereby expressly permitted by this Deed; provided, however, that such uses shall be conducted in such a manner as to not materially impair or interfere with the Protected Values, or materially impair or interfere with the safety, security and comfortable enjoyment of the Owners of the Lots:

(a) Fuel & Fire Management. The conduct of reasonable and prudent management of fuel and fire conditions on the Openlands of the Subject Property, including vegetation management, maintenance of fuel breaks, fire-safe areas, fire suppression and, with the prior written consent of the Owner of the Subject Property, prescribed burns. Management of

fuel and fire conditions consistent with any fuels management plan adopted by Grantee shall be presumed to be reasonable and prudent management for the purposes of this provision.

(b) Native Plant Cultivation & Use. The propagation, cultivation and transplantation of native plants and seeds for nursery development, habitat restoration and enhancement purposes exclusive to the Approved Project.

(c) Wildlife & Habitat Management. The conduct of reasonable and prudent wildlife and habitat management activities on the Openlands of the Subject Property, including, but not limited to, the restoration, enhancement, reintroduction, exotics-control, and other forms of management useful to support, sustain and enjoy the native biodiversity of the Preserve, provided, however, that hunting or fishing shall not be permitted on the Openlands without the prior written consent of the Owner of the Subject Property.

(d) Education, Recreation & Research. Subject to the prior written consent of the Owner of the Subject Property, resource-oriented education, interpretation, and other managed and passive uses, such as camping, picnicking, hiking, horseback riding; and scientific and academic training and research programs.

(e) Trails & Trail Access. With the prior written consent of the Owner of the Subject Property, the construction, maintenance, repair and replacement of trails and trail access in connection with permitted recreational uses of the Openlands of the Subject Property.

(f) Tree & Wood Removal. The selective and limited removal of live trees in accordance with the Forest Management Plan for the Potrero Area Subdivision of the Santa Lucia Preserve (Ralph Osterling Consultants, Inc., August 17, 2000, hereinafter referred to as "the FMP"), the Conditions of Approval, any Fuel Management Plan adopted by Grantee in effect for the Subject Property, and selective and limited removal of downed trees and wood, provided that in all cases such removal does not increase erosion, sedimentation or adversely impact the Protected Values in any potentially significant way.

(g) Livestock Maintenance. On the Openlands of the Subject Property, the grazing of cattle exclusively by Grantee, subject to the express written permission of the Owner, which shall be granted in Owner's sole discretion. For the purposes of this sub-section (g), the term "grazing of cattle" shall include, but not be limited to, the construction and maintenance of pasture fencing and structures appurtenant and accessory thereto, in accordance with subsection (C)(ii)(k) of Article III, Section 1 of the Declaration of Protective Restrictions for the Homelands and Openlands of the Santa Lucia Preserve, recorded November 24, 1998, as Document No. 9882399, and re-recorded on December 4, 1988, as Document No. 9885190, Official Records of Monterey County, California ("the CC&Rs"), and subject to the regulations and standards contained in the Revised Rancho San Carlos Cattle Grazing and Livestock Management Plan (Sage Associates, February 1994, Revised October 1998, August 1999, August 2000 and May 2005).

(h) Approved Infrastructure and Accessory Uses. The use and maintenance of existing dirt ranch roads located within the Subject Property for public safety and emergency ingress and egress purposes; construction, operation and maintenance of Approved Project infrastructure, including roads, utilities (including, but not limited to, water wells, storage tanks, treatment facilities and pipelines), driveways, bridges, trails, culverts, drainage and erosion control structures and facilities, which is exclusively accessory to and in accordance with the Plan and the uses permitted hereby.

(i) Utilities. The right to construct, maintain, repair and replace facilities for the conveyance of utility services, including but not limited to, water (including, but not limited to, water wells, storage tanks, treatment facilities and pipelines), approved septic disposal systems, natural gas, electricity and communications and appurtenances thereto approved or required by the County of Monterey for the approved use and development of the Approved Project; and non-exclusive easements as necessary or appropriate over, under and across the Openlands of the Subject Property for such facilities.

3.3. Interpretation. The uses and practices set forth above are not intended to be, and shall not be construed to be, exhaustive recitals of consistent and inconsistent uses and practices, respectively, but are intended to establish specific permitted and prohibited activities and uses, and to provide guidance in determining the consistency of other uses and practices with the purpose of the Easement. Except for the performance of the activities pursuant to Section 2 (a), (b), (c) and (d) and Section 3.2(c) above, nothing contained in this Deed shall constitute a covenant by Grantor or Grantee to perform any of the activities which are Permitted Uses described in Section 3.2 above or in Section 2 above.

#### 4. **Baseline Documentation; Current Practices and Conditions.**

a) Grantee's Inspection. Grantee acknowledges by acceptance of this Easement that Grantee has inspected the natural resources of the Openlands of the Subject Property and is familiar with the condition of the Openlands of the Subject Property as of the date of this conveyance.

b) Resource Reports. Grantee further acknowledges by acceptance of this Easement that Grantee has received from the subdivider of Lot 65, the Rancho San Carlos Partnership, copies of the resource reports, studies and other documentation of the resource values of the Openlands of the Subject Property as listed in **Exhibit "C"** attached hereto.

c) Updated Report. Grantee further acknowledges by acceptance of this Easement that Grantee has previously had access to the Geographic Information System data base known as The Rancho San Carlos Natural Resources Inventory accessible at the offices of Robert Lamb Hart, 30 Hotaling Place, San Francisco, California, and has further conducted its own investigations of the Openlands of the Subject Property, which investigations are summarized and attached hereto as **Exhibit "D"**, and incorporated by reference herein.

d) Accuracy of Reports. Grantee further acknowledges by acceptance of this Easement that the information contained in the materials supplied by the Rancho San Carlos Partnership as set forth in sub-paragraphs b) and c) of this Section 4, and as supplemented by **Exhibit "D"** hereto (collectively the "Baseline Documentation"), provide collectively an accurate representation of the condition of the resources of the Openlands of the Subject Property as of the time of this conveyance and which are intended to serve as an objective, though non-exclusive, information baseline for monitoring compliance with the terms of this grant. The execution of this Deed by Grantor and Grantee shall constitute the acknowledgment by both parties that the Baseline Documentation accurately represents the condition of the Openlands of the Subject Property at the time of the transfer as required by Treasury Regulation §1.170A-14(g)(5)(i).

e) Change in Conditions. Grantor and Grantee recognize and acknowledge that the condition of the Openlands of the Subject Property will change over time as a result of ecologic and climatic conditions, ranch management practices, recreation practices, and the development of the Approved Project, and that such changes are consistent with the purpose of this Easement and do not threaten or impair the Protected Values so long as the Openlands of the Subject Property are managed and used in a matter consistent with the terms of this Easement and with the Conditions of Approval.

## **5. Remedies and Enforcement.**

### **5.1. Enforcement by Grantee.**

(a) Grantee shall have and exercise powers of enforcement of the covenants, conditions and restrictions contained in this Deed, including the power to commence and maintain in its own name on behalf of itself, actions and suits to restrain and enjoin the breach or threatened breach of the covenants, conditions and restrictions contained in this Deed, and to recover from the defaulting party the reasonable costs of such enforcement. The Grantee may bring an action against the person or entity violating the terms of this Deed at law or in equity in a court of competent jurisdiction to enforce the terms of this Deed, to enjoin the violation, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Deed, including damages for the loss of scenic, ecological or scientific values, and to require the restoration of the Openlands to the condition existing prior to any such violation.

(b) Grantee shall have the power and authority to impose reasonable monetary penalties as appropriate discipline for violation of or failure to comply with any of the covenants, conditions and restrictions contained in this Deed or in any rules, regulations, guidelines or procedures duly adopted and promulgated by Grantee pertaining to the use and occupancy of the Openlands of the Subject Property pursuant to this Deed.

(c) The powers of enforcement created in Grantee shall also vest in SONORAN INSTITUTE or such successor organization as shall have been substituted for

SONORAN INSTITUTE as provided herein upon succession to the interest of SANTA LUCIA CONSERVANCY pursuant to the provisions of the Condition Subsequent contained herein.

5.2. Enforcement by Grantor.

(a) Subject to the provisions of sub-section b) of this Section 5.2, Grantor, or its successor or successors in interest, and without limitation any Owner of any lands in the Approved Project shall be entitled to enforce any and all conditions, covenants and restrictions contained in this Deed relative to the use and occupancy of the Openlands of the Subject Property as provided in Section 3 of this Deed, in the manner provided by law for enforcing equitable servitudes.

(b) If any Owner determines that the Grantee and County has failed to enforce the provisions of this Deed, such Owner shall give the Grantee written notice of such failure and demand corrective action sufficient to prevent any use of or activity on the Subject Property inconsistent with the provisions of this Deed. If the Grantee fails to enforce the provisions of this Deed as specified in such written notice within thirty (30) days after receipt of such written notice, such Owner may bring an action against the person or entity violating the terms of this Deed, including the Grantee or its successor entity or entities, at law or in equity in a court of competent jurisdiction to enforce the terms of this Deed, to enjoin the violation, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Deed, including damages for the loss of scenic, ecological or scientific values, and to require the restoration of the Subject Property to the condition existing prior to any such violation.

5.3. Enforcement by County.

(a) Subject to the provisions of sub-section b) of this Section 5.3, the County of Monterey shall have the non-exclusive right to enforce the covenants, conditions and restrictions contained in this Deed relative to the use and occupancy of the Openlands as provided in Section 3 of this Deed, including the power to commence and maintain in its own name on behalf of itself, or on behalf of the public, actions and suits to restrain and enjoin the breach or threatened breach of such covenants, conditions and restrictions, and to recover from the defaulting party the reasonable costs of such enforcement.

(b) If the County determines that the Grantee has failed to enforce the provisions of this Deed, the County shall give the Grantee written notice of such failure and demand corrective action sufficient to prevent any use of or activity on the Subject Property inconsistent with the provisions of this Deed. If the Grantee fails to enforce the provisions of this Deed as specified in such written notice within thirty (30) days after receipt of such written notice, the County may bring an action against the person or entity violating the terms of this Deed, including the Grantee or its successor entity or entities, at law or in equity in a court of competent jurisdiction to enforce the terms of this Deed, to enjoin the violation, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the

terms of this Deed, including damages for the loss of scenic, ecological or scientific values, and to require the restoration of the Openlands of the Subject Property to the condition existing prior to any such violation.

5.4. Violation as Nuisance. Every act or omission whereby any restriction, condition or covenant in this Deed set forth or to which the Subject Property or any portion is subject, is violated in whole or in part is declared to be and shall constitute a nuisance and may be enjoined or abated, subject to the provisions of sub-Sections 5.1, 5.2 and 5.3 of this Section 5, by the Grantee, the County or any Owner. The rights of enforcement granted by this Section 5 apply equally in the event of either actual or threatened violations of the terms of this Deed. In any action or proceeding to enforce the provisions of this Deed it shall be conclusively presumed that remedies at law for any violation of the terms of this Deed are inadequate and that the enforcing party shall be entitled to the injunctive relief described in this Section, both prohibitory and mandatory, in addition to such other relief to which such party may be entitled, including specific performance of the terms of this Deed, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. The remedies described in this Section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

5.5. Costs of Enforcement. Any costs incurred by any party in enforcing the terms of this Deed, including, without limitation, costs of suit and attorneys' fees, and any costs of restoration necessitated by a violation of the terms of this Deed shall be borne by the violating party.

5.6. Forbearance. Any forbearance by any party to exercise its rights under this Deed in the event of any breach or violation of any term of this Deed shall not be deemed or construed to be a waiver by such party of such term or of any subsequent breach or violation of the same or any other term of this Deed or of any other rights under this Deed. No delay or omission in the exercise of any right or remedy upon any breach or violation by any party shall impair such right or remedy or be construed as a waiver.

5.7. Acts Beyond Control. Nothing contained in this Deed shall be construed to entitle any party to bring any action against any other party for any injury to or change in the Openlands of the Subject Property resulting from causes beyond such party's control, including, without limitation, fire, flood, storm or earth movement, or from any prudent action taken by such party under emergency conditions to prevent, abate or mitigate significant injury to the Openlands of the Subject Property or the other Preserve Lands or Settled Lands of the Santa Lucia Preserve resulting from such causes.

6. **Costs of Upkeep.** Grantee shall bear all costs and liabilities of any kind related to the exercise of its rights granted by this Deed, including the maintenance of adequate comprehensive general liability insurance coverage for its activities in furtherance of the rights granted by this Deed. Except as thus specifically provided, Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related generally to the ownership, operation,

upkeep and maintenance of the Subject Property of which the Openlands are a part, including the maintenance of adequate comprehensive general liability insurance coverage. Grantor shall keep the Openlands of the Subject Property free of any material man's or laborer's lien arising out of any work performed for, or materials furnished to, or obligations incurred by Grantor.

7. **No Access.** Nothing contained in this Deed shall be construed or interpreted to convey or authorize any express or implied public dedication or any right of public access to the Openlands of the Subject Property.

8. **Taxes.** Grantor and, upon conveyance of the Subject Property, Grantor's successors in interest, shall pay before delinquency all taxes, assessments and charges of whatever description levied on or assessed against the Openlands of the Subject Property by competent authorities (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Deed, and shall furnish Grantee upon demand with satisfactory evidence of payment.

9. **Assignment of Grantee's Interest.**

(a) To a Sonoran Institute Successor. Notwithstanding anything to the contrary contained in this Deed, SONORAN INSTITUTE or such successor organization as shall have been substituted for SONORAN INSTITUTE shall have the unconditional right to convey all of its right title and interest as Grantee under the operation of the Condition Subsequent contained in this Deed to a successor Grantee possessing the characteristics set forth in Section 10 (d) of this Deed.

(b) Licensing by Grantee. Notwithstanding anything to the contrary contained in this Deed, Grantee shall have the right to license any of the permitted uses listed in Section 3.2 above, not otherwise reserved to Grantor, to other persons, organizations or entities, subject to the terms and conditions of this Deed and subject to the regulation and control of Grantee.

(c) No Other Assignment. Except as expressly provided herein, any assignment by Grantee of its interests under this Deed is expressly prohibited.

10. **Termination.** If SANTA LUCIA CONSERVANCY shall cease, after determination by the Internal Revenue Service that it is described under Internal Revenue Code Section 501(c)(3), to be authorized to acquire and hold conservation easements under California law, or ceases to manage and protect the Protected Values of the Openlands of the Subject Property, or attempts to transfer, assign, convey, hypothecate, encumber or otherwise alienate any interest in the Openlands of the Subject Property in violation of the restriction upon transfer set forth herein, or otherwise fails or refuses to discharge its obligations under this Deed, then Grantor shall have the right to terminate the rights of SANTA LUCIA CONSERVANCY under this Deed in accordance with the following procedure:

(a) If Grantor contends that ground for revocation of the easements granted by this Deed exists, Grantor shall serve written Notice of Default on SANTA LUCIA CONSERVANCY containing a statement identifying the ground or grounds for revocation of the easements, and stating that if each ground or grounds for revocation is not cured within ninety (90) days after the date of the notice, that the easements will be revoked.

(b) If SANTA LUCIA CONSERVANCY contends that grounds set forth in the Notice of Default do not exist, or that such grounds have been or will be cured within the ninety (90) day reinstatement period, SANTA LUCIA CONSERVANCY shall serve written Notice of Dispute on Grantor, setting forth the facts upon which SANTA LUCIA CONSERVANCY bases its contention that grounds for revocation do not exist or have been cured.

(c) If Grantor, upon receipt of the SANTA LUCIA CONSERVANCY's Notice of Dispute, nevertheless wishes to proceed with the revocation of the Easement, the matter shall be submitted to binding arbitration as provided herein.

(d) If the rights of SANTA LUCIA CONSERVANCY under this Deed are terminated as provided above, all right title and interest of SANTA LUCIA CONSERVANCY shall terminate automatically and without reentry by Grantor, and shall thereupon vest immediately and automatically in SONORAN INSTITUTE, an Arizona nonprofit public benefit corporation, or in such successor organization as shall have been substituted for SONORAN INSTITUTE, whereupon SONORAN INSTITUTE or such successor organization shall be treated as "Grantee" for all purposes of this Deed. If SONORAN INSTITUTE has succeeded SANTA LUCIA CONSERVANCY as the Grantee hereunder by operation of the Condition Subsequent contained in this Deed, SONORAN INSTITUTE shall have the right, but not the obligation, to appoint a successor Grantee possessing the characteristics set forth in this sub-Section (d) and to convey its interest as Grantee to such organization, subject to the consent of Grantor, which consent maybe withheld by Grantor only upon a reasonable determination by Grantor that the proposed successor Grantee is not qualified to actively monitor and enforce the provisions of this Deed, provided, however, that the consent of the Grantor shall not be required if Grantor or its successors in interest are in material default of its obligations under the terms of the Endowment Agreement between Grantor and the SANTA LUCIA CONSERVANCY. If SONORAN INSTITUTE has ceased to exist and no successor organization shall have been substituted for SONORAN INSTITUTE, the successor Grantee shall be appointed by arbitration as provided herein. No matter how appointed, the successor Grantee shall possess the following minimum characteristics:

(i) The successor Grantee shall be a tax-exempt nonprofit organization qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code, whose primary purpose is the preservation and protection of ecologically significant, open-space and scenic lands.



(ii) The successor Grantee shall have an established track record demonstrating that such successor Grantee is qualified to monitor and enforce the covenants, conditions and restrictions contained in this Deed with respect to ecologically significant, open-space and scenic lands.

11. **Arbitration.** Any and all disputes or controversy relative to either party's performance under this Deed shall be submitted to binding arbitration in accordance with the provisions of Part II, Title 9 of the California Code of Civil Procedure (Sections 1280 - 1294.2). The party seeking arbitration shall serve written notice to arbitrate upon the other party or parties, which notice shall include i) identification of the issue or issues to be submitted to arbitration, ii) the name and address of the requesting party's arbitrator and iii) the names and addresses of three (3) nominees to serve as a neutral arbitrator. The responding party shall respond in writing within five (5) days, which response shall include i) identification of any additional issue or issues to be submitted to arbitration, ii) the name and address of the responding party's arbitrator, and iii) either acceptance of one of the requesting party's nominees as the neutral arbitrator or the names and addresses of three (3) nominees to serve as neutral arbitrator. If the parties are unable to agree upon a neutral arbitrator within five (5) days after service of the responding party's response, the neutral arbitrator shall be selected by the presiding judge of the Superior Court for Monterey County from among the persons nominated by the parties. The prevailing party in any such arbitration proceedings, determined in accordance with the provisions of California Civil Code Section 1717(b), shall be entitled to recover its costs and reasonable attorneys fees incurred in connection with the arbitration proceedings.

12. **Protection of Mortgages or Deeds of Trust; Grantor Subordination.**

(a) Upon request, Grantee agrees to subordinate its rights under this Easement to the valid claims of any future mortgage holders or beneficiaries of Deeds of trust to the proceeds of any sale, condemnation proceedings, or insurance involving the Subject Property, or to the leases, rents and profits thereof and likewise to subordinate its rights under any lien that may be created by Grantee's exercise of any of its rights under this Deed after the date of such subordination; PROVIDED, that any such mortgage or Deed of trust shall remain subordinate and junior to the Easement to the extent necessary to permit Grantee to enforce the purpose of this Deed in perpetuity and to prevent any modification or extinguishment of the Easement by the exercise of any rights of such mortgage holder or trust Deed beneficiary. Grantee agrees to execute any documents required to effect a subordination pursuant to the terms of this Section.

(b) Grantor, for itself and its successors in title to the Subject Property, hereby subordinates all of Grantor's right, title and interest, if any, arising from or under the restrictive covenant, condition and restriction number 2, as set forth on page 3 of that certain Grant Deed filed for record on March 3, 2000 in the Office of the Recorder, County of Monterey as Document Number

20000020151 (the "Golf Course Covenant"). The Golf Course Covenant provides that:

*"The real property conveyed hereby shall be developed, used and improved solely for purposes of a golf course and related facilities in perpetuity after the transfer Date as said date is defined in the Club Transfer Agreement between grantor and Grantee dated as of December 1, 1999, and not for any other uses."*

(c) Grantor covenants, for itself and its successors in title to the Subject Property:

(i) Not to assert the Golf Course Covenant in any manner as a means to invalidate this Deed or to impair or defend against its enforcement, and agrees to execute any documents required to effect a subordination pursuant to the terms of this Section; and

(ii) Not to use or permit anyone to use the portion of Subject Property burdened by this Deed as a golf course or a related facility.

### 13. Environmental Compliance.

13.1 Representations and Warranties. Grantor represents and warrants that, to the best of its knowledge:

(a) No substance defined, listed, or otherwise classified as hazardous, toxic or polluting pursuant to any federal, state, or local law, regulation, or requirement regulating the use, storage, discharge or disposal of hazardous, toxic or polluting substances (hereinafter referred to as "Environmental Laws"), exists or has been released, generated, treated, stored, used, disposed of, deposited, abandoned, or transported in, on, from, or across the Subject Property;

(b) There are not now any underground storage tanks located on the Subject Property, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Subject Property in a manner not in compliance with Environmental Laws;

(c) Grantor and the Subject Property are in compliance with all Environmental Laws; and

(d) No civil or criminal proceedings or investigations have been instigated at any time or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any Environmental Laws, nor do there exist any facts or circumstances that Grantors might reasonably expect to form the basis for any such proceedings, investigations, notices, claims, demands, or orders.

13.2 Remediation. If, at any time, there occurs, or has occurred, a release in, on or about the Subject Property of any substance now or hereafter defined, listed or otherwise classified pursuant to any Environmental Laws as hazardous, toxic, polluting, Grantor agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by Grantee, in which case Grantee shall be responsible therefor.

13.3 Control. Nothing in this Deed shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Subject Property, or any of Grantors' activities on the Subject Property, or otherwise to become an operator with respect to the Subject Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA").

13.4 Hold Harmless. Grantor hereby releases and agrees to hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorneys' fees, arising from and in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Subject Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the violation or alleged violation of, or other failure to comply with, any Environmental Laws, by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Subject Property; (3) the presence or release in, on, from or about the Subject Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to the Environmental Laws as hazardous, toxic or polluting; and (4) the representations and warranties of Section 13.1.

14. **Subsequent Transfers**. Grantor agrees to incorporate the terms of this Easement in any Deed or other legal instrument by which Grantor divests itself of any interest in all or a portion of the Subject Property, including, without limitation, a leasehold interest. The failure of Grantor to perform any act required by this Section 14 shall not impair the validity of this Easement or limit its enforceability in any way.

15. **General Provisions.**

(a) Controlling Law. This Deed shall be governed and construed in accordance with California law.

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

(c) Severability. All of said restrictions, conditions, covenants and reservations contained in this 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.

(d) Entire Agreement. This 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.

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

(f) Further Assurances. Whenever requested to do so by the other party, each party shall execute, acknowledge, and deliver all further instruments of further assurance, approvals, consents, and all further instruments and documents as may be necessary, expedient, or proper in order to carry out the intent and purpose of this Deed.

(g) Time. Time is of the essence of this Deed and of each and every provision thereof.

(h) Amendments. The restrictive use covenants contained in this Deed shall not be amended without the prior written consent of a) the Santa Lucia Preserve Association, b) the Conservancy, c) the SONORAN INSTITUTE or such successor organization as shall have been substituted for SONORAN INSTITUTE, and d) 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.

(i) Counterparts. This Deed maybe executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Deed.

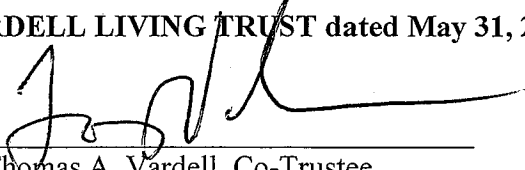
[signatures appear on next pages]

IN WITNESS WHEREOF, the Grantor and the Grantee have caused this instrument to be executed by their duly authorized officers.

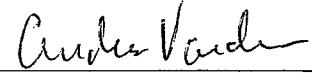
**GRANTOR**

**VARDELL LIVING TRUST** dated May 31, 2002

Dated: 9-5, 2014

By:   
Thomas A. Vardell, Co-Trustee  
of the Vardell Living Trust dated May 31, 2002

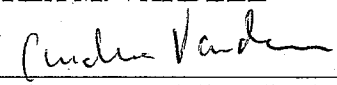
Dated: 9-5, 2014

By:   
Andrea M. Vardell, Co-Trustee  
of the Vardell Living Trust dated May 31, 2002

Dated: 9-5, 2014

**THOMAS A. VARDELL**  
By:   
Thomas A. Vardell, Individually

Dated: 9-5, 2014

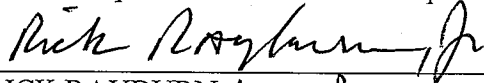
**ANDREA M. VARDELL**  
By:   
Andrea M. Vardell, Individually

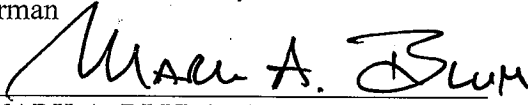
**ACCEPTANCE BY SANTA LUCIA CONSERVANCY**

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

Dated: 8/14 2014

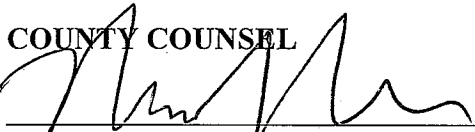
**SANTA LUCIA CONSERVANCY**  
A California Nonprofit Public Benefit Corporation

By:   
RICK RAYBURN AKA RICHARD G. RAYBURN, JR.  
Its: Chairman


And by:   
MARK A. BLUM  
Its: Assistant Secretary

**APPROVED AS TO FORM:**

**COUNTY COUNSEL**

  
Print Name: Michael J. Whilden  
Deputy County Counsel

**MONTEREY COUNTY  
PLANNING AND BUILDING INSPECTION DEPARTMENT**

By:   
Print Name: Mike Novo  
Director, Planning Department

Date: 9/30/14 2014

**CONSENT BY SANTA LUCIA PRESERVE ASSOCIATION**

Santa Lucia Preserve Association hereby consents to the  
Conservation Easement set forth above.

Date: August 21, 2014

**SANTA LUCIA PRESERVE ASSOCIATION**

By: [Signature]  
Print Name: SUSAN J. PASSOVAN  
Title: President

By: X  
Print Name: N/A syp  
Title: X

This is to certify that the interest in real property conveyed by the deed or grant dated \_\_\_\_\_ from \_\_\_\_\_ 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 authority conferred by resolution of the Board of Supervisors adopted on \_\_\_\_\_,) and the grantee consents to recordation thereof by its duly authorized officer.

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

Type/Print Name: \_\_\_\_\_  
Chair, Monterey County Board of Supervisors

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)



STATE OF CALIFORNIA  
COUNTY OF Sacramento

On 14th of August 2014, before me Christine Shimada  
Notary Public, personally appeared Rick Rayburn aka Richard G. Rayburn Jr - us  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) 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.

\_\_\_\_\_  
Notary Public

(Seal)



STATE OF CALIFORNIA  
COUNTY OF Monterey

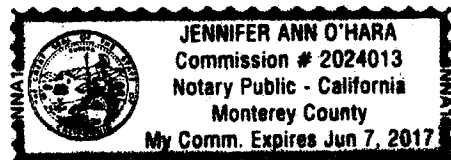
On August 21 2014, before me Jennifer Ann O'Hara  
Notary Public, personally appeared Susan J. Passovoy  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
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.

\_\_\_\_\_  
Notary Public

(Seal)



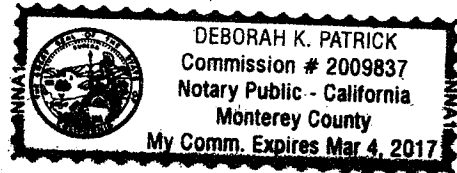
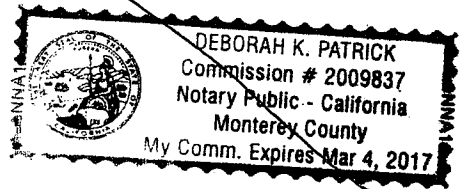
STATE OF CALIFORNIA  
COUNTY OF Monterey

On August 26, 2014, before me Deborah K. Patrick  
Notary Public, personally appeared Mark A. Blum  
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.

Deborah K. Patrick (Seal)  
Notary Public



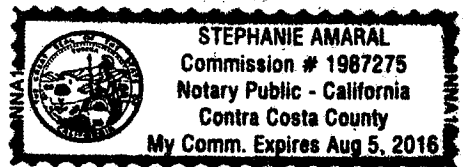
STATE OF CALIFORNIA  
COUNTY OF Contra Costa

On 9/5/14, before me Stephanie Amaral  
Notary Public, personally appeared Thomas A. Vardell and Andrea M. Vardell  
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.

Stephanie Amaral (Seal)  
Notary Public



STATE OF CALIFORNIA  
COUNTY OF Contra Costa

On 9/5/14, before me Stephanie Amaral  
Notary Public, personally appeared Thomas A. Vardell and Andrew M. Vardell  
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)  
Notary Public



STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 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.

\_\_\_\_\_  
Notary Public (Seal)

**OWNERS' STATEMENT:**

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF, OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO, THE LAND DESCRIBED HEREIN, AND WE ARE NOT PROVIDING ANY INFORMATION THAT WE BELIEVE TO BE UNTRUE OR MISLEADING. WE HEREBY CERTIFY THAT WE HAVE THE FULL AND SOLE AUTHORITY TO EXECUTE THIS INSTRUMENT AND TO CONSENT TO ANY NECESSARY CORRECTIONS TO THIS INSTRUMENT. WE HEREBY CERTIFY THAT WE HAVE THE FULL AND SOLE AUTHORITY TO PREPARE AND RECORD THIS INSTRUMENT AND TO CONSENT TO ANY NECESSARY CORRECTIONS TO THIS INSTRUMENT.

OWNER: THOMAS A. VARDELL, TRUSTEE OF THE VARDELL LIVING TRUST, DATED MAY 31, 2002

THOMAS A. VARDELL

OWNER: ANDREA M. VARDELL, TRUSTEE OF THE VARDELL LIVING TRUST, DATED MAY 31, 2002

ANDREA M. VARDELL

**NOTARY ACKNOWLEDGMENT:**

STATE OF CALIFORNIA }  
COUNTY OF MONTEREY } s.s.

ON \_\_\_\_\_ BEFORE ME (INSERT NAME AND TITLE OF THE OFFICER) \_\_\_\_\_ 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 THE HE/SHE/HEY/THEY EXECUTED THE SAME IN HIS/HER/HEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/HEIR 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

NOTARY SIGNATURE \_\_\_\_\_ (SEAL)

PRINTED NOTARY'S NAME \_\_\_\_\_  
NOTARY'S PRINCIPAL PLACE OF BUSINESS (COUNTY) \_\_\_\_\_  
COMMISSION NO. \_\_\_\_\_  
COMMISSION EXPIRES \_\_\_\_\_

**SURVEYOR'S STATEMENT**

I, FRANK LUCIDO JR., A LICENSED LAND SURVEYOR, HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A FIELD SURVEY MADE BY ME OR UNDER MY DIRECTION DURING AUGUST OF 2013 AT THE REQUEST OF THE VARDELL FAMILY LIVING TRUST; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THEY WILL BE SET IN SUCH POSITIONS ON OR BEFORE ONE YEAR AFTER THE RECORDATION OF THIS MAP BY THE MONTEREY COUNTY RECORDER; AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO EMBLE THE SURVEY TO BE RETRACED.

FRANK LUCIDO JR.  
PLS 8368  
EXPIRES 12/31/15



**COUNTY SURVEYOR'S STATEMENT**

THIS IS TO CERTIFY THAT THE CORRECTIONS SHOWN ON THIS AMENDING MAP HAVE BEEN MADE IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION 66469 OF THE SUBDIVISION MAPS ACT, AND THAT THE ONLY CHANGES SHOWN HEREIN ARE CHANGES PROVIDED FOR IN SAID SECTION 66469.

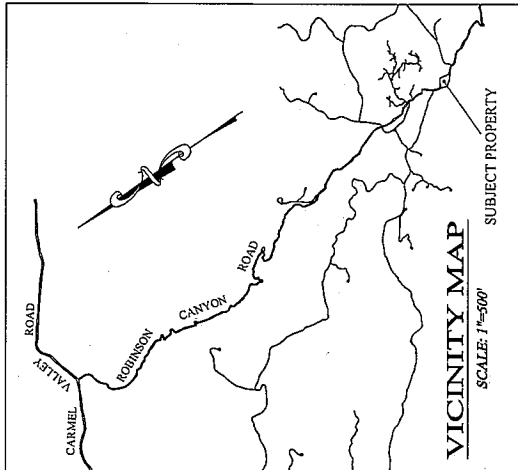
MICHAEL K. GOETZ  
REGISTERED  
COUNTY SURVEYOR

DATE \_\_\_\_\_

**COUNTY RECORDER'S STATEMENT**

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014, AT \_\_\_\_\_, M  
IN VOLUME \_\_\_\_\_ OF CITIES AND TOWNS, AT PAGE \_\_\_\_\_ AT THE REQUEST OF  
L&S ENGINEERING AND SURVEYING, INC.

STEPHEN L. VAGNINI  
COUNTY RECORDER  
BY: \_\_\_\_\_  
DEPUTY  
SERIAL NO. \_\_\_\_\_  
FEE \_\_\_\_\_



**BASIS OF BEARINGS:**

THE BEARING OF NORTH 05°40'58" EAST BETWEEN MONUMENTS ALONG THE WESTERLY LINE OF THE LOT 65 BEARING MONUMENTS SHOWN ON SHEET 28, VOLUME 20 OF CITIES AND TOWNS AT PAGE 8, SHEET 28, AS FOUND MONUMENTED AND SHOWN HEREON, IS THE BASIS OF BEARINGS FOR THIS SURVEY.

**TRACT NO.**

**AMENDING FINAL MAP**

**SANTA LUCIA PRESERVE, PHASE A**

AND

**SANTA LUCIA PRESERVE, PHASE B**

A PRIVATE ROAD SUBDIVISION

RANCHO EL POTRERO DE SAN CARLOS RANCHO SAN FRANCISCO, ETC. SHOWING THE ADJUSTED HOMELAND BOUNDARY OF LOT 65 AS SHOWN IN VOLUME 20 CITIES AND TOWNS, AT PAGE 8 AND THE ADJUSTED HOMELAND BOUNDARY OF PARCEL 2 AS SHOWN IN VOLUME 20 CITIES AND TOWNS, AT PAGE 70 AS FOUND MONUMENTED AND SHOWN HEREON, IN THE RECORDS OF MONTEREY COUNTY, CALIFORNIA

PREPARED BY:



2480 Garden Road, Suite C  
Monterey, CA 93953  
P. 831.355.1200  
LandsEngineers.com

PREPARED FOR:

THE VARDELL FAMILY  
LIVING TRUST  
POST OFFICE BOX 1261  
ALAMO, CALIFORNIA 94507-7261

FEBRUARY 2014

SHEET 1 OF 2

PARCEL 1  
 VOLUME 30, SURVEYS AT PAGE 70

PARCEL 1  
 VOLUME 30, SURVEYS AT PAGE 70

PARCEL 2  
 VOLUME 30, SURVEYS AT PAGE 70

- ORIGINAL HOMELAND BOUNDARY LINE PER (R1) TO BE DELETED
- R1 VOLUME 20 OF CITIES & TOWNS AT PAGE 8
  - R2 VOLUME 30 OF SURVEYS AT PAGE 70
  - R3 VOLUME 20 OF CITIES & TOWNS AT PAGE 33
- OPENLANDS
- (OL) OPENLANDS
  - (HL) HOMELANDS
- PT&T PACIFIC TELEPHONE & TELEGRAPH
- PG&E PACIFIC GAS & ELECTRIC

### LEGEND

- PROPERTY LINE
- EXISTING HOMELAND BOUNDARY
- NEW HOMELAND BOUNDARY
- FAULT SETBACK LINE
- EASEMENT

ACREAGE TABLE	
ORIGINAL PARCEL (LOT 65)	AREA ACRES
ORIGINAL HOMELAND	8.35
ORIGINAL OPENLAND	2.82
ORIGINAL HOME AND	1.08
NEW ADDITIONAL OPENLAND	7.23
TOTAL HOMELAND	3.98
TOTAL OPENLAND	12.39


COURSE TABLE		
LINE/CURVE	BEARING/Delta	DISTANCE/LENGTH RADIUS
L1	N48°57'00"W	140.22
L2	N26°24'00"E	137.40
L3	S51°21'40"W	96.19
L4	N87°39'47"E	81.66
L5	N03°40'39"E	127.40
L6	N46°41'18"E	28.95
L7	N18°27'37"E	35.69
L8	S75°17'29"W	30.68
L9	N41°46'02"E	52.85
L10	S55°17'22"E	104.01
L11	S16°09'11"W	134.02
L12	S16°09'11"W	50.64
C1	07°08'43"E	61.46
C2	02°37'00"E	61.46
C3	02°37'00"E	300.00
C4	63°44'00"E	333.71
C5	16°12'00"E	141.37
C6	16°12'00"E	141.37
C7	16°12'00"E	141.37
C8	16°12'00"E	141.37
C9	16°12'00"E	141.37
C10	16°12'00"E	141.37
C11	16°12'00"E	141.37
C12	16°12'00"E	141.37
C13	16°12'00"E	141.37
C14	16°12'00"E	141.37
C15	16°12'00"E	141.37
C16	16°12'00"E	141.37
C17	16°12'00"E	141.37
C18	16°12'00"E	141.37
C19	16°12'00"E	141.37
C20	16°12'00"E	141.37
C21	16°12'00"E	141.37
C22	16°12'00"E	141.37
C23	16°12'00"E	141.37
C24	16°12'00"E	141.37
C25	16°12'00"E	141.37
C26	16°12'00"E	141.37
C27	16°12'00"E	141.37
C28	16°12'00"E	141.37
C29	16°12'00"E	141.37
C30	16°12'00"E	141.37

TRACT NO.

## AMENDING FINAL MAP OF SANTA LUCIA PRESERVE, PHASE A AND SANTA LUCIA PRESERVE, PHASE B

A PRIVATE ROAD SUBDIVISION  
 RANCHO EL POTRERO DE SAN CARLOS RANCHO SAN FRANCISCO, ETC.  
 SHOWING THE ADJUSTED HOMELAND BOUNDARY OF LOT 65  
 AS SHOWN IN VOLUME 20 CITIES AND TOWNS AT PAGE 8  
 AND THE ADJUSTED HOMELAND BOUNDARY OF PARCEL 2  
 AS SHOWN IN VOLUME 30 SURVEYS AT PAGE 70  
 RECORDS OF MONTEREY COUNTY, CALIFORNIA

PREPARED BY:



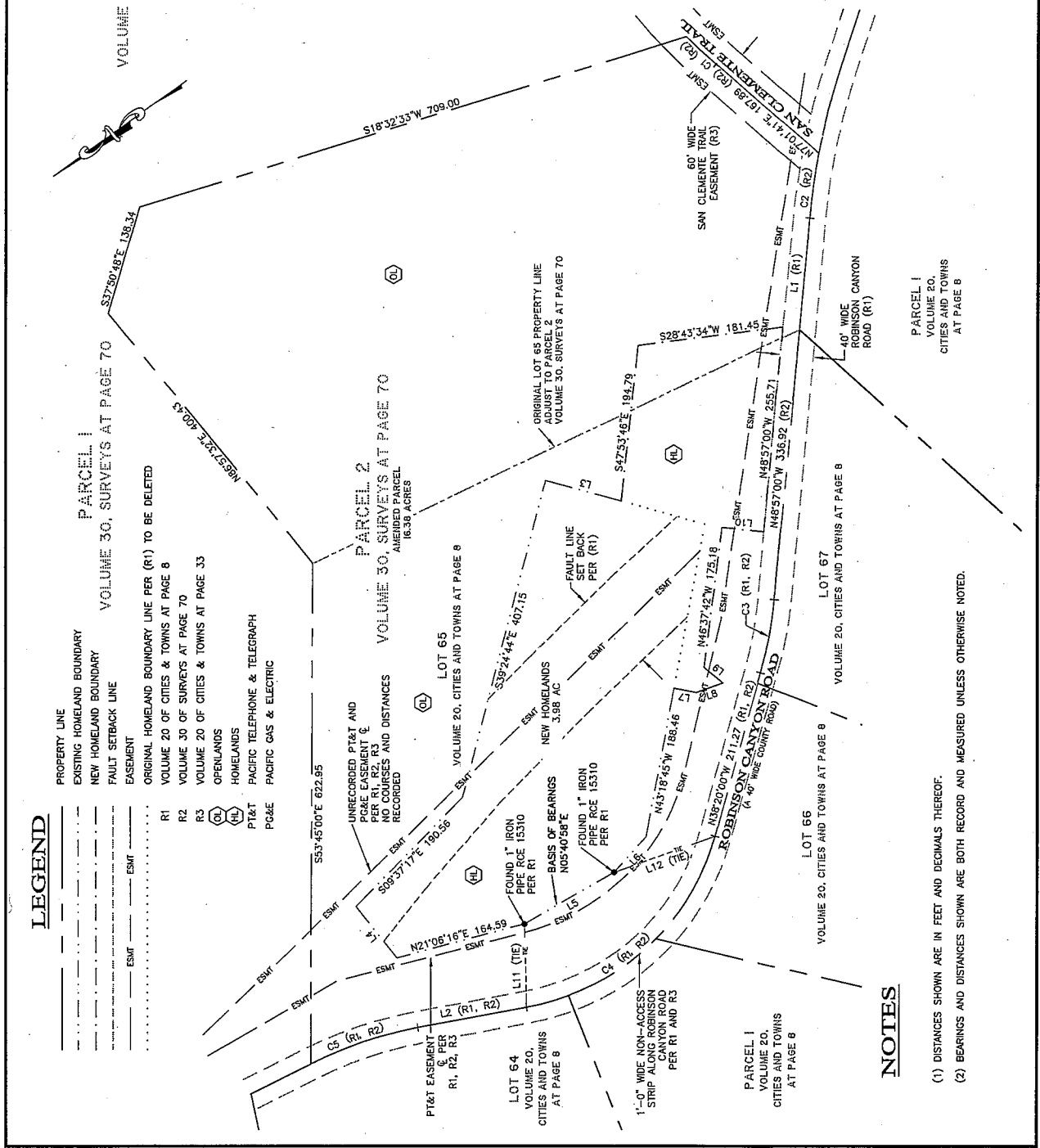
THE VARDELL FAMILY  
 LIVING TRUST  
 POST OFFICE BOX 1261  
 ALAMO, CALIFORNIA 94507-7261

SCALE: 1"=80'  
 SHEET 2 OF 2

PREPARED FOR:  
 THE VARDELL FAMILY  
 LIVING TRUST  
 POST OFFICE BOX 1261  
 ALAMO, CALIFORNIA 94507-7261

2480 Garden Road, Suite G  
 Monterey, California 93940  
 P. 831.555.7261  
 Lms@LsEngineering.com

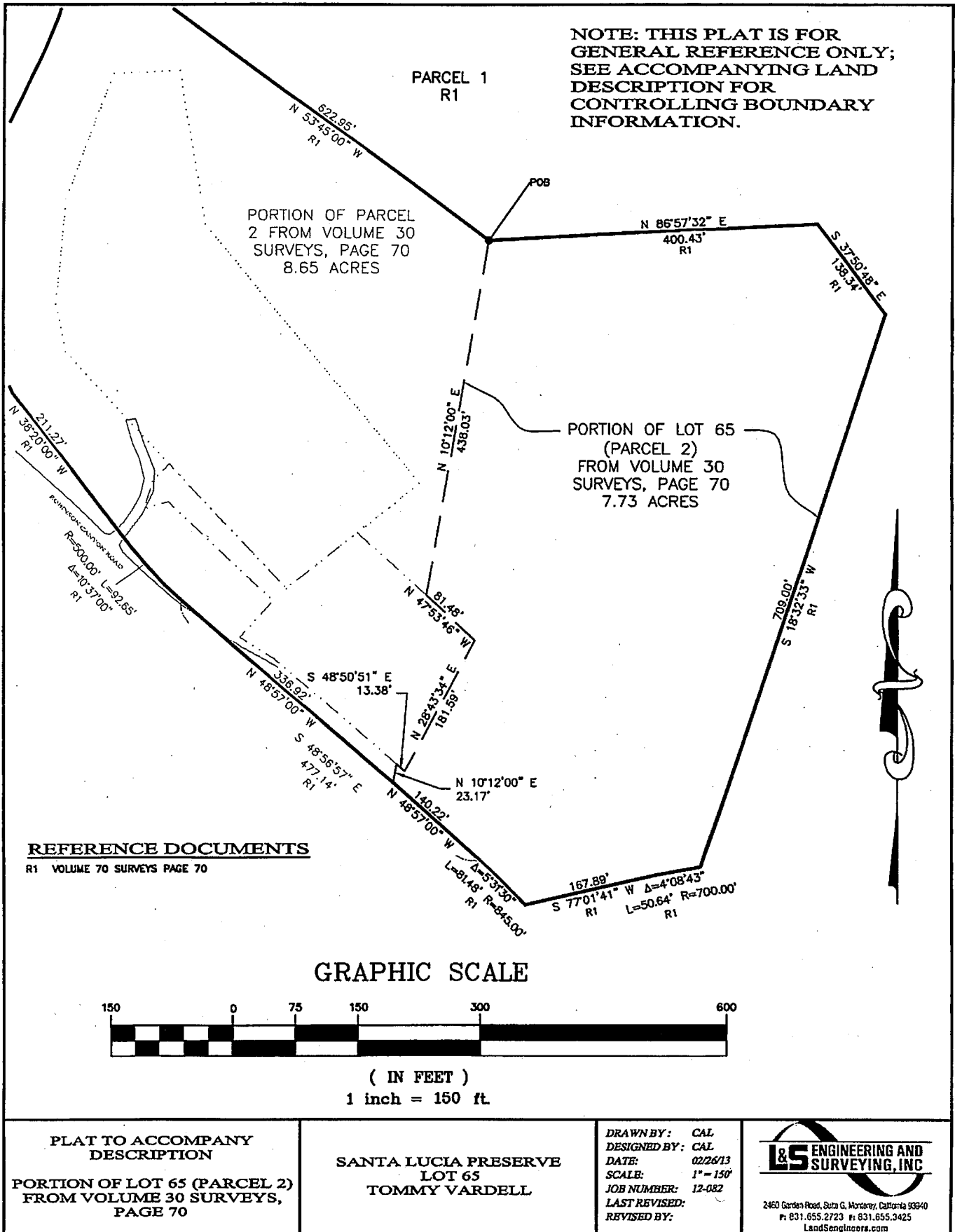
FEBRUARY 2014



### NOTES

- (1) DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.
- (2) BEARINGS AND DISTANCES SHOWN ARE BOTH RECORDED AND MEASURED UNLESS OTHERWISE NOTED.

EXHIBIT "B"



**PLAT TO ACCOMPANY DESCRIPTION**  
**PORTION OF LOT 65 (PARCEL 2) FROM VOLUME 30 SURVEYS, PAGE 70**

**SANTA LUCIA PRESERVE**  
**LOT 65**  
**TOMMY VARDELL**

**DRAWN BY:** CAL  
**DESIGNED BY:** CAL  
**DATE:** 02/26/13  
**SCALE:** 1" = 150'  
**JOB NUMBER:** 12-082  
**LAST REVISED:**  
**REVISED BY:**

**LS ENGINEERING AND SURVEYING, INC**

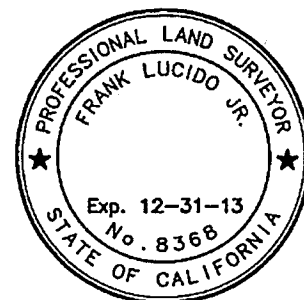
2460 Garden Road, Suite G, Monterey, California 93940  
 P: 831.655.2723 F: 831.655.3425  
 LandSenginc.com

**LEGAL DESCRIPTION FOR PORTION OF LOT 65 (PARCEL 2) FROM VOLUME 30  
SURVEYS, PAGE 70, COUNTY OF MONTEREY OFFICIAL RECORDS**

All that portion of that certain real property situate in the County of Monterey, State of California, lying within Rancho San Francisquito, Monterey County, described more particularly as follows:

**BEGINNING** at the Northeasterly corner of that certain 8.45 acre parcel of land designated as Lot 65 of Santa Lucia Preserve, Phase A, as recorded in Volume 20, Cities and Towns, Page 8, Official Records of Monterey County and as identified as "POB" on the attached exhibit (Northing 2055602.4767, Easting 5739537.9919 on said map); thence following the boundary line of that certain 16.38 acre parcel designated Parcel 2, recorded in Volume 30, Surveys, Page 70, Official Records of Monterey County, the following courses and distances:

- 1) North 86° 57' 32" East, 400.43 feet; thence
- 2) South 37° 50' 48" East, 138.34 feet; thence
- 3) South 18° 32' 33" West, 709.00 feet; thence
- 4) Along the arc of a curve to the left the center of which bears North 08° 50' 12" West 700.00 feet, through a central angle of 04° 08' 43", an arc distance of 50.64 feet; thence
- 5) South 77° 01' 41" West, 167.89 feet; to the centerline of Robinson Canyon Road, thence along the centerline of said road
- 6) Along the arc of a curve to the left the center of which bears North 46° 34' 30" East 845.00 feet, through a central angle of 05° 31' 30", an arc distance of 81.48 feet; thence
- 7) North 48° 57' 00" West, 140.22 feet; thence leaving said centerline and Parcel 2 boundary
- 8) North 10° 12' 00" East, 23.17 feet; thence
- 9) South 48° 50' 51" East, 13.38 feet; thence
- 10) North 28° 43' 34" East, 181.59 feet; thence
- 11) North 47° 53' 46" West, 81.48 feet; thence
- 12) North 10° 12' 00" East, 438.03 feet to the **POINT OF BEGINNING.**



Containing 336,915 square feet, being 7.73 acres more or less.

APN 239-061-011(portion)

**END OF DESCRIPTION**

**Exhibit B Page 2 of 4**

LOT 65 (PARCEL 2) VOL 30 SURV PG 70

North: 2055602.48' East: 5739537.99'

Segment #1 : Line

Course: N86°57'32"E Length: 400.43'  
North: 2055623.72' East: 5739937.86'

Segment #2 : Line

Course: S37°50'48"E Length: 138.34'  
North: 2055514.48' East: 5740022.74'

Segment #3 : Line

Course: S18°32'33"W Length: 709.00'  
North: 2054842.29' East: 5739797.27'

Segment #4 : Curve

Length: 50.64' Radius: 700.00'  
Delta: 004°08'43" Tangent: 25.33'  
Chord: 50.63' Course: S79°05'27"W  
Course In: S08°50'12"E Course Out: N12°58'55"W  
RP North: 2054150.59' East: 5739904.80'  
End North: 2054832.70' East: 5739747.55'

Segment #5 : Line

Course: S77°01'41"W Length: 167.89'  
North: 2054795.02' East: 5739583.95'

Segment #6 : Curve

Length: 81.48' Radius: 845.00'  
Delta: 005°31'30" Tangent: 40.77'  
Chord: 81.45' Course: N46°11'15"W  
Course In: S46°34'30"W Course Out: N41°03'00"E  
RP North: 2054214.16' East: 5738970.24'  
End North: 2054851.40' East: 5739525.17'



Segment #7 : Line

Course: N48°57'00"W Length: 140.22'  
North: 2054943.49' East: 5739419.42'

Segment #8 : Line

Course: N10°12'00"E Length: 23.17'  
North: 2054966.29' East: 5739423.53'

Segment #9 : Line

Course: S48°50'51"E Length: 13.38'  
North: 2054957.49' East: 5739433.60'

Segment #10 : Line

Course: N28°43'34"E Length: 181.59'  
North: 2055116.73' East: 5739520.88'

Segment #11 : Line

Course: N47°53'46"W Length: 81.48'  
North: 2055171.36' East: 5739460.43'

Segment #12 : Line

Course: N10°12'00"E Length: 438.03'  
North: 2055602.47' East: 5739537.99'

Perimeter: 2425.66' Area: 336915.39 Sq. Ft.  
Error Closure: 0.01 Course: S13°58'49"E  
Error North: -0.010 East: 0.002

Precision 1: 242565.00

## EXHIBIT "C"

### Resource Reports and Documentation of Resource Values for Phase B Openlands:

1. Rancho San Carlos Special Status Biological Resources Report, prepared by BioSystems Analysis, Inc., dated February 1994.
2. Santa Lucia Preserve Application Technical Appendices: 6.1 List of Plant Species by Habitat Encountered at Rancho San Carlos, 6.2 Rancho San Carlos Habitat List and Descriptions, and 6.3 Bird Species Observed on Rancho San Carlos during Spring Breeding Bird Surveys.
3. Inventory of Prehistoric Cultural Resources for Rancho San Carlos, prepared by Archeological Consulting, dated February 1994.
4. Revised Rancho San Carlos Cattle Grazing and Livestock Management Plan, prepared by Sage Associates, dated April 6, 1998.
5. Comprehensive Hydrological Study, prepared by Camp Dresser McKee et al., dated March 1994.
6. Santa Lucia Preserve Resource Management Plan, prepared by Rancho San Carlos Partnership, dated April 1994.
7. Rancho San Carlos Forest Management Plan, prepared by Ralph Osterling Consultants, Inc., dated February 16, 1994
8. Final Environmental Impact Report on the Santa Lucia Preserve Project, prepared by Jones & Stokes, dated September 14, 1995.
9. Baseline Conditions Map for the Santa Lucia Preserve Phase B Preserve Lands with Utilities Overlay and Camping/Trails Overlay, prepared by Hart Howerton, dated November 1999.
10. Geographic Information Systems (GIS) database for the Santa Lucia Preserve maintained by Hart Howerton in their offices in San Francisco, California.

**EXHIBIT "D"**

SUMMARY OF SANTA LUCIA CONSERVANCY

INVESTIGATIONS OF THE OPENLANDS OF LOT 65

That information contained in:

- 1) The Santa Lucia Preserve Lot 65 Current Conditions Report (and property condition certification) dated November 6, 2013, prepared by Jodi McGraw, Ph.D.; and
- 2) Google Earth and other available imaging, mapping and data archive content as it existed on the date of execution of the Deed to which this list is an exhibit.

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