

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

- a. Accept the Conservation and Scenic Easement Deed)
for the Enea property;)
- b. Authorize the Chair of the Board of Supervisors to)
execute the Conservation and Scenic Easement Deed;)
- c. Direct the Clerk of the Board to submit the)
Conservation and Scenic Easement Deed and)
Subordination Agreement to the County Recorder for)
filing and recordation. (PLN070333/Enea))

Upon motion of Supervisor Potter, seconded by Supervisor Salinas, and carried by those members present, the Board hereby;

- a. Accepted the Conservation and Scenic Easement Deed for the Enea property;
- b. Authorized the Chair of the Board of Supervisors to execute the Conservation and Scenic Easement Deed;
- c. Directed the Clerk of the Board to submit the Conservation and Scenic Easement Deed and Subordination Agreement to the County Recorder for filing and recordation.

PASSED AND ADOPTED on this 17th day of May, 2011, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker, and Potter

NOES: None

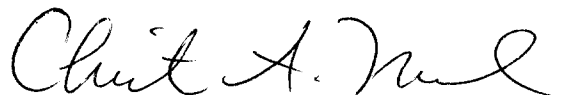
ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 75 for the meeting on May 17, 2011.

Dated: May 19, 2011

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By



Deputy

WHEN RECORDED MAIL TO:

Clerk to the Board Office, 1st Floor

Monterey County Government Center

Salinas, CA 93901

THIS SPACE FOR RECORDER'S USE ONLY

CONSERVATION AND SCENIC EASEMENT DEED (COASTAL)

PLN070333

Robert S. Enea, Carla A. Enea, and Enea Properties Company, LLC, Grantor

05-17-11 No. 34

When recorded return to:
MONTEREY COUNTY RESOURCE
MANAGEMENT AGENCY
PLANNING DEPARTMENT
168 West Alisal St 2nd Floor
Salinas, CA 93901
(831) 755-5025

Space above for Recorder's Use

Permit No.: PLN070333
Resolution No.: 09049
Owner Name: ROBERT S ENEA ET AL
Project Planner: BETTENCOURT
APN: 008-331-007-000

The Undersigned Grantor(s) Declare(s):
DOCUMENTARY TRANSFER TAX OF \$ 0
[] computed on the consideration or full value of
property conveyed, OR
[] computed on the consideration or full value less
value of liens and/or encumbrances remaining at
time of sale,
[] unincorporated area; and
[X] Exempt from transfer tax, Reason: Transfer to
a governmental entity



Signature of Declarant or Agent

CONSERVATION AND SCENIC EASEMENT DEED (COASTAL)

THIS DEED made this 17, May 2011, by and between
ROBERT S. ENEA, CARLA A. ENEA, AND ENEA PROPERTIES COMPANY, LLC as
Grantor, and the DEL MONTE FOREST FOUNDATION, a California non-profit
corporation, as Grantee, on behalf of the County of Monterey (hereinafter "County")

WITNESSETH:

WHEREAS, said Grantor is the owner in fee of the real property more particularly
described in Exhibit "A" attached hereto and made a part hereof, situated in Monterey
County, California (hereinafter the "property"); and

WHEREAS, the property of said Grantor has certain natural scenic beauty and
existing openness; and

WHEREAS, the Grantor, the County, 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 California Coastal Act of 1976, (hereinafter referred to as the “Act”) requires that any coastal development permit approved by the County must be consistent with the provisions of the certified Local Coastal Program (LCP); and

WHEREAS, pursuant to the Act, and the LCP, Grantor applied to the County for a permit to undertake development as defined in the LCP; and

WHEREAS, a combined development permit (Permit No. PLN070333) was granted on November 18, 2009, by the Monterey County Planning Commission in accordance with the provisions of the Staff Recommendation and Findings, attached hereto as Exhibit “B” and hereby incorporated by reference, subject in part to the following condition:

Condition #29 To insure the long term protection of sensitive resources, a conservation and scenic easement shall be conveyed to the Del Monte Forest Foundation over those portions of the property where habitats of rare, endangered and sensitive native plants exist. The easement shall be developed in consultation with a certified professional and the Del Monte Forest Foundation. These instruments shall be subject to approval by the County as to form and content, shall provide for enforcement, if need be, by the County or other appropriate agency, and name the County as beneficiary in event the Foundation is unable to adequately manage these easements for the intended purpose of scenic and visual resource protection. An easement deed shall be submitted to the Director of the RMA - Planning Department for review and approval prior to issuance of grading and building permits.

WHEREAS, the specific resources being protected are the Monterey pine forest habitat itself and the following listed and sensitive species: Yadon's piperia, Hickman's onion, pine rose, and Monterey pine.

WHEREAS, the County, acting on behalf of the People of the State of California and pursuant to the Act, and in accordance with the findings contained in Resolution No. 09049 attached hereto as Exhibit “C” and hereby incorporated by reference, granted the permit to the Grantor upon condition (hereinafter the “Condition”) requiring inter alia, that the Grantor record a conservation and scenic easement (hereinafter “easement”) over the property as shown in Exhibit “D” attached hereto and hereby incorporated by reference, and agree to restrict development on and use of the property so as to preserve the open space, scenic, and/or natural resource values present on the property and so as to prevent the adverse direct and cumulative effects on coastal

resources and public access to the coast which could occur if the property were not restricted in accordance with this easement; and

WHEREAS, the County has placed the Condition on the permit because a finding must be made under the law that the proposed development is in conformity with the provisions of the certified Local Coastal Program and that in the absence of the protections provided by the Condition said finding could not be made; and

WHEREAS, Grantor has elected to comply with the Condition and execute this easement so as to enable Grantor to undertake the development authorized by the Permit; and

WHEREAS, it is intended that this easement is irrevocable and shall constitute enforceable restrictions within the meaning of Article XIII, Section 8, of the California Constitution and that said easement shall thereby qualify as an enforceable restriction under the provision of the California Revenue and Taxation Code, Section 402.1; and

WHEREAS, the Grantor is willing to grant to the Del Monte Forest Foundation on behalf of the County of Monterey the conservation and scenic use as herein expressed of the property, and thereby protect the present scenic beauty and existing openness by the restricted use and enjoyment of the property by the Grantor through the imposition of the conditions hereinafter expressed;

NOW, THEREFORE, the Grantor does hereby grant and convey unto the Del Monte Forest Foundation on behalf of 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 purposes of accomplishing the intent of the parties hereto, said Grantor covenants on behalf of itself, its heirs, successors, and assigns, with the said Grantee, the County, their successors and assigns, to do and refrain from doing severally and collectively upon the Grantor's said property the various acts hereinafter mentioned.

A. LAND SUBJECT TO EASEMENT. The land of the Grantor hereinabove referred to and to which the provisions of this instrument apply is situated in the County of Monterey, State of California, and is particularly described in Exhibit "D", attached hereto, and made a part hereof, hereinafter referred to as the "Conservation and Scenic Easement Area". Angle points of easement boundaries shall be permanently marked or monumented with surveyor's pipe or similar prior to commencement of grading so that

the Conservation and Scenic Easement Area can be easily identified both during and after construction.

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

1. That no structures will be placed within or erected upon the Conservation and Scenic Easement Area. No Exceptions.

2. That no advertising of any kind or nature shall be located on or within said Conservation and Scenic Easement Area. No Exceptions.

3. That the Grantor shall make reasonable efforts to maintain and restore the native Monterey pine forest habitat within the Conservation and Scenic Easement Area. Such efforts shall include at least annual treatments to control invasive plants within and adjacent to the Conservation and Scenic Easement Area and shall not plant nor permit to be planted any vegetation upon said Conservation and Scenic Easement Area except plants native to Monterey pine forest habitat and approved by the County and Grantee. No Exceptions.

4. That, except for the construction, alteration, relocation and maintenance of public roads, public and private pedestrian trails, the general topography of the landscape shall be maintained in its present condition and no excavation or topographic changes shall be made. No Exceptions.

5. That no use of Conservation and Scenic Easement Area which will or does materially alter the landscape or other attractive scenic features of said Conservation and Scenic Easement Area other than those specified above shall be done or suffered.

6. Grantor shall provide Grantee with copies of all Site and Construction Plans (e.g., Site, Grading, Utility, Drainage, Erosion Control and Landscape plans, etc.) showing the location of existing and proposed facilities and materials and specifications for proposed grading and construction within and immediately adjacent to the Conservation and Scenic Easement Area.

C. EXCEPTIONS AND RESERVATIONS. The following are excepted and reserved to the Grantor to be implemented consistent with the objectives, purposes and conditions of this easement and in consultation with Grantee:

1. The right to maintain all existing private roads, bridges, trails and structures within Conservation and Scenic Easement Area.

2. The use and occupancy of said Conservation and Scenic Easement Area not inconsistent with the conditions and restrictions herein imposed.

D. SUBJECT TO ORDINANCES. Land uses permitted or reserved to the Grantor by this instrument shall be subject to the ordinances of the County of Monterey regulating the use of land.

E. BENEFIT AND BURDEN. This grant of conservation and scenic easement shall run with and burden the property, and all obligations, terms, conditions, and restrictions hereby imposed shall be deemed to be covenants and restrictions running with the land and shall be effective limitations on the use of the property from the date of recordation of this document and shall bind the Grantor and all of its successors and assigns. This grant shall benefit the Del Monte Forest Foundation on behalf of the County of Monterey and its successors and assigns forever. This grant shall further benefit the County of Monterey in the event that the Del Monte Forest Foundation is unable to adequately manage the Conservation and Scenic Easement for the intended purpose of scenic and visual resource protection.

F. RIGHT OF ENTRY. The Grantee, the County, and their agents may enter onto the Conservation and Scenic Easement Area to ascertain whether the use restrictions set forth above are being observed at times reasonably acceptable to the Grantor. The public may enter onto the Conservation and Scenic Easement Area for scientific research purposes at times reasonably acceptable to the Grantor.

G. ENFORCEMENT. Any act or any conveyance, contract, or authorization whether written or oral by the Grantor which uses or would cause to be used or would permit use of the Conservation and Scenic Easement Area contrary to the terms of this offer will be deemed a breach hereof. The Grantee or County may bring any action in court necessary to enforce this grant of easement, including, but not limited to, injunction to terminate a breaching activity and to force the restoration of all damage done by such activity, or an action to enforce the terms and provisions hereof by specific performance. It is understood and agreed that the Grantee or County may pursue any appropriate legal and equitable remedies. The Grantee or County shall have sole discretion to determine under what circumstances an action to enforce the terms and conditions of this grant of easement shall be brought in law or in equity. Any forbearance on the part of the Grantee or County to enforce the terms and provisions

hereof in the event of a breach shall not be deemed a waiver of Grantee's or County's rights regarding any subsequent breach.

H. MAINTENANCE. The Grantee or the County shall not be obligated to maintain, improve, or otherwise expend any funds in connection with the property, or any interest or easement created by this grant of easement. All costs and expenses for such maintenance, improvement use, or possession shall be borne by the Grantor, except for costs incurred by Grantee or the County for monitoring compliance with the terms of this grant of easement.

I. LIABILITY AND INDEMNIFICATION. This conveyance is made and accepted upon the express condition that the Grantee, the County, and their agencies, departments, officers, agents, and employees are to be free from all liability and claim for damage by reason of any injury to any person or persons, including Grantor, or property of any kind whatsoever and to whomsoever belonging, including Grantor, from any cause or causes whatsoever, except matters arising out of the sole negligence of the Grantee or the County, while in, upon, or in any way connected with the property, Grantor hereby covenanting and agreeing to indemnify and hold harmless the Grantee, the County, and their agencies, departments, officers, agents, and employees from all liability, loss, cost, and obligations on account of or arising out of such injuries or losses however occurring. The Grantee, and the County shall have no right of control over, nor duties and responsibilities with respect to the property which would subject the Grantee or the County to any liability occurring upon the property by virtue of the fact that the right of the Grantee or the County to enter the property is strictly limited to preventing uses inconsistent with the interest granted, the property or Conservation and Scenic Easement Area are not "property of a public entity" or "public property," and Grantee's rights herein do not include the right to enter the property or Conservation and Scenic Easement Area for the purposes of correcting any "dangerous condition" as those terms are defined by California Government Code Section 830.

J. SUCCESSORS AND ASSIGNS. The terms, covenants, conditions, exceptions, obligations, and reservations contained in this conveyance shall be binding upon and inure to the benefit of the successors and assigns of both the Grantor, the Grantee, and the County whether voluntary or involuntary.

K. CONSTRUCTION OF VALIDITY. If any provision of this conservation and scenic easement is held to be invalid or for any reason becomes unenforceable, no other provision shall be thereby affected or impaired.

Executed this 18 day of March, at Danville, California.

Signed:

Robert S. Enea

Robert S. Enea

Type or print name of above - **GRANTOR**

Signed:

Carla A. Enea

Carla A. Enea

Type or print name of above - **GRANTOR**

Signed:

Robert S. Enea, Member

Robert S. Enea, Member of Enea Properties Company, LLC

Type or print name of above - **GRANTOR**

STATE OF CALIFORNIA)

) SS.

COUNTY OF ~~MONTEREY~~

Contra Costa

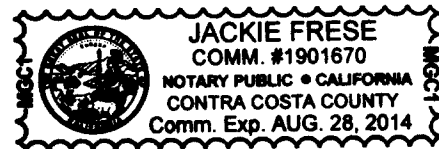
On 3-17-11 before me, Jackie Frese, Notary Public,
Notary Public, personally appeared Robert S. Enea & Carla A. Enea, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the
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

Jackie Frese



(Seal)

This is to certify that the interest in real *property* conveyed by the deed or grant dated December 23, 2004 from Robert S. Enea, Carla A. Enea, and Enea Properties Company, LLC to the County of Monterey, a political corporation and/or governmental agency is hereby accepted by order of the Board of Supervisors on May 17, 2011, (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: 5-17-11

Jane Parker
Jane Parker
Chair, Monterey County Board of Supervisors

ATTEST: 5-19-11
DATED: _____

Gail T. Borkowski
Gail T. Borkowski
Clerk of Said Board

Document Form/Content Acceptable:

Charles, J. McKee, County Counsel

By: Cynthia L. Hasson

DATED: 3-23-11

Type/Print Name: Cynthia L. Hasson
Deputy County Counsel

RMA: Planning Department

By: Cynthia Bettencourt

DATED: 4/21/11

Type/Print Name: CYNTHIA BETTENCOURT

**CONSERVATION AND SCENIC EASEMENT DEED
SIGNATURE CONTINUATION PAGE**

GRANTEE:

Accepted and Authorized to be Recorded by the Del Monte Forest Foundation:

DEL MONTE FOREST FOUNDATION, INC.

A Nonprofit, California Corporation

By: RD Verbanec

Dated: 18 March 2011

Print Name: RD VERBANEC

STATE OF CALIFORNIA)
COUNTY OF MONTEREY)

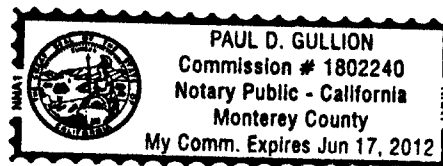
On 3-18-2011 before me, PAUL D. GULLION, a
Notary Public, personally appeared RD VERBANEC, who proved to
me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to
the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized 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

Paul D. Gullion



(Seal)

Exhibit A

LEGAL DESCRIPTION

Real property in the unincorporated area of the County of Monterey, State of California, described as follows:

PARCEL 1, AS SHOWN ON THE MAP FILED MARCH 19, 1973 IN THE OFFICE OF THE COUNTY RECORDER OF MONTEREY, STATE OF CALIFORNIA, IN VOLUME 4 OF PARCEL MAPS, AT PAGE 21.

APN: 008-331-007-000