

## Exhibit B

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## Exhibit "B"

BOARD OF SUPERVISORS

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

RECORDED AT REQUEST OF  
BOARD OF SUPERVISORS

OCT 5 11 21 AM '87

Modification of Scenic Conservation )  
for Minor Subdivision MS-85-14, )  
Approved . . . . . )

61067

OFFICE OF RECORDER  
COUNTY OF MONTEREY  
SALINAS, CALIFORNIA

NO FEE

Upon motion of Supervisor Del Piero, seconded by Supervisor  
Shipnuck, and carried by those members present, the Board hereby:

1. Quitclaims to Trois Bois, Ltd., the scenic easement  
over the property which is the subject of minor subdivision  
MS-85-14.
2. Accepts a new scenic easement.

PASSED AND ADOPTED this 25th day of August, 1987, by the  
following vote, to-wit:

AYES: Supervisors Del Piero, Shipnuck, Petrovic & Strasser  
Kauffman.

NOES: None.

ABSENT: Supervisor Karas.

I, ERNEST K. MORISHITA, 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 at page \_\_\_ of  
Minute Book 59 on Aug. 25, 1987  
~~Aug. 25, 1937~~

ERNEST K. MORISHITA, Clerk of the Board  
of Supervisors, County of Monterey,  
State of California.

By

*Arne Arne*

Deputy

EXHIBIT	<u>B</u>
PAGE	<u>1</u> OF <u>13</u> PAGES

Recording requested by  
and when recorded mail to:  
Horan, Lloyd, Karchale  
& Dyer, Incorporated  
P. O. Box 3350  
Monterey, CA 93942-3350

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#### GRANT OF CONSERVATION EASEMENT

This Grant of Conservation Easement is made by TROIS BOIS, LTD. ("Grantor"), to and with the COUNTY OF MONTEREY, a political subdivision of the State of California ("Grantee").

#### FACTS AND OBJECTIVES

This Grant of Conservation Easement is made with reference to the following facts and objectives:

A. Grantor is the owner of the fee simple title and estate in and to that certain real property situate in El Pescadero Rancho, Monterey County, California, particularly described as follows: All of Parcels A and B (the "Property"), as said parcels are shown on that certain map entitled, "Parcel Map, Division of 4.82 Acre Parcel," etc., recorded in Book 17 of Parcel Maps at Page 50, Official Records of Monterey County, California, attached hereto as Exhibit "A" and herein incorporated by reference (the "Map").

B. Parcel A consists of two (2) areas, namely: (1) the "Parcel A Residence Site;" and (2) the "Open Space Property." The Parcel A Residence Site consists of the

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following areas: (1) those portions of the Property particularly described on the Map as located within Parcel A, and more particularly described on the Map as "Building Envelope" and "Driveway and Utilities Easement;" and (2) that portion of the Property particularly described on the Map as located within Parcel A, on which a caretaker's residence is presently located.

C. Parcel B consists of two (2) areas, namely: (1) the "Parcel B Residence Site;" and (2) the "Open Space Property." The Parcel B Residence Site consists of that portion of the Property particularly described on the Map as located within Parcel B, and more particularly described on the Map as "Building Envelope."

D. The Open Space Property consists of all of the area described on the Map as "Scenic Easement," with the exception of that portion of the Property hereinabove described upon which the caretaker's residence is located.

E. Grantor intends to construct a residential dwelling on the Parcel A Residence Site, and a residential dwelling on the Parcel B Residence Site, and has applied for a permit from the California Coastal Commission (No. 3-86-246) for permission to divide the Property into two (2) single family residential parcels as shown on the Map (Exhibit "A"), which permit requires a grant of scenic easement.

F. Grantor wishes to preserve the character of Parcels A and B by restricting subsequent owners of Parcels A

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and B from dividing the same into more than two (2) lots which can be separately owned.

G. The Open Space Property is currently in a substantially undisturbed natural and open state. The Open Space Property has significant and unique natural scenic beauty, provides a natural habitat for wildlife and plants, and possesses significant aesthetic and ecological values and characteristics. Grantor desires to preserve the open space and scenic beauty of the Open Space Property, to protect the Open Space Property as a relatively natural habitat for wildlife and plants, and to conserve and maintain the significant aesthetic and ecological values and characteristics of the Open Space Property, for the benefit of the public interest and pursuant to the policy of the State of California expressed in California Civil Code Section 815.

H. Grantee is a political subdivision of the State of California and as such is organized to protect and preserve the scenic, aesthetic and ecological values of land as open space and relatively natural habitat.

I. Grantor desires to transfer the right to protect and preserve the scenic, open space, natural habitat, aesthetic and ecological values and characteristics of the Open Space Property to Grantee, and Grantee desires to accept such responsibility, on the terms and conditions hereinafter set forth, the purpose of said transfer being to benefit the public by the preservation of such natural habitat, aesthetic and

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ecological values."

GRANT

NOW, THEREFORE, Grantor hereby voluntarily grants and conveys to Grantee, its successors and assigns, in perpetuity, a Conservation Easement, pursuant to California Civil Code Section 815 et seq., on, over and across the Open Space Property. Said Conservation Easement consists of the rights, covenants, restrictions, conditions and limitations enumerated hereinafter, subject to the reservations of rights hereinafter set forth, all of which rights, covenants, restrictions, conditions, limitations and reservations shall operate as covenants running with the land in perpetuity and shall bind Grantor and all of Grantor's successors in ownership to the Property in perpetuity. It is the intention and objective of Grantor that this Grant of Conservation Easement shall impose restrictions on the use of the Open Space Property which shall limit such use to activities which will not cause or threaten impairment of the scenic, open space, natural habitat, aesthetic or ecological characteristics of the Open Space Property, and that Grantee shall have the right to prevent the use or development of the Open Space Property for any purpose or in any manner that would conflict with the preservation and maintenance of the Open Space Property as open space and in a natural state, subject to the rights reserved by Grantor herein. This Grant of Conservation Easement conveys no rights in the Parcel A or Parcel B Residence Sites; nor does it contain any covenants or limitations affecting the

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same.

TERMS AND CONDITIONS

1. Restrictions on Use.

Grantor covenants and agrees for himself, his successors and assigns that Grantor, his successors and assigns shall not:

- A. Erect, place or maintain, or permit erection, placement or maintenance of any improvement, building, or structure on the Open Space Property other than those specifically described or permitted under the rights reserved herein;
- B. Cut, uproot or remove, or permit the cutting, uprooting or removal, of live trees or any other native vegetation on the Open Space Property except that required for fire prevention, eradication of non-native vegetation, elimination of diseased growth or similar preventive measures, or as required to exercise the rights reserved herein, and all in accordance with Policies 31 and 32 of the Dol Monte Forest Area Land Use Plan;
- C. Excavate or grade, or permit excavation or grading, except as such rights are specifically reserved herein, or for such archaeological research under the supervision of the State Historic Preservation Office as has been approved by Grantor and Grantee;
- D. Explore for or extract minerals, hydrocarbons, soils or other materials except as such rights are reserved



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herein;

- E. Use or allow any use of the Open Space Property that will materially alter the landscape or topography thereof, or permit damage from overuse by livestock,
- F. Use or permit the use of the Open Space Property for any purpose except as open space consistent with the stated purposes and covenants, restrictions, conditions, limitations and reservations of this Grant of Conservation Easement.

Grantor agrees that all land uses excepted and reserved herein from the restrictions of paragraph 1. shall be subject to the ordinances of Grantee regulating the use of land.

2. Reservation of Rights.

Subject to the ordinances of Grantee regulating the use of land, Grantor reserves from the foregoing grant and covenants, restrictions, conditions and limitations the following rights, which are consistent with Grantor's intentions and with this Grant of Conservation Easement, though not an exhaustive recital of consistent use and practices:

- A. The right to use, maintain and repair the existing roads and water, utility and other service facilities located on or within the Open Space Property, and the right to replace said roads and facilities in the event of destruction thereof. Said rights are reserved for the benefit of Grantor (as appurtenant to the Property) and for all persons entitled to use said

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roads and facilities pursuant to easements granted or conveyed by Grantor or Grantor's predecessors in interest in the Property.

- B. The right to construct, install, use, maintain, and repair a driveway and water, utility or other service facilities on or within the Open Space Property for the purpose of serving with access, parking, fire truck turnaround, water, utilities, and other services, each of the single-family residences to be constructed within those areas described on the Map as "Building Envelope," and the right to replace said driveway and facilities in the event of destruction thereof. Said rights are reserved for the benefit of Grantor (as appurtenant to the Property) and for all persons entitled to use said driveway and facilities pursuant to easements which may be granted or conveyed by Grantor, its successors or assigns.
- C. The right to enter upon and use the Open Space Property for passive recreational purposes (such as hiking, picnicking, and nature observation or use by domestic animals) in a manner consistent with the conservation and preservation of the Open Space Property as scenic open space and wildlife and plant habitat. Said rights are reserved for the benefit of Grantor (as appurtenant to the Property).

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- D. The right to enter upon the Open Space Property as necessary in order to inspect the Open Space Property and to prevent use of the Open Space Property in a manner inconsistent with public safety needs, the need to protect public rights and the rights of other owners in the immediate area where the Property is situated, and the need to protect natural resource areas from overuse, as prescribed in Public Resources Code Sections 30210 and 30212.
- E. The right to construct, erect and install fencing (e.g., split-rail or wire) which is open in an amount sufficient to allow free passage of native wildlife.
- F. The right to enter upon and use the Open Space Property as necessary for the proper exercise of all rights reserved hereunder.

3. Rights and Responsibilities of Grantee.

As a material part of this grant, Grantor grants to Grantee, and Grantee accepts from Grantor, the right and responsibility to preserve and protect in perpetuity the scenic, open space, natural habitat, aesthetic and ecological values and qualities of the Open Space Property, in connection with such grant and acceptance of such rights and responsibilities.

- A. Grantor grants Grantee the right to identify, to preserve and protect in perpetuity, and to enhance where feasible the natural, open space, aesthetic and ecological values of the Open Space Property.

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- B. Grantor grants to Grantee, its successors and assigns, in perpetuity, the right to enter on the Open Space Property on reasonable written notice to Grantor, his successors and assigns, to observe and enforce compliance with the terms of this Grant.
- C. Grantee shall have the right to remove any building, structure, improvement or other thing, built, erected or placed on the Open Space Property contrary to the purposes of this Conservation Easement and the reservations of this Conservation Easement, and shall have the right to prevent or prohibit any activity which is contrary to the stated purposes, terms, conditions, restrictions and covenants of this Conservation Easement that may impair or destroy the scenic, open space, natural habitat, aesthetic and ecological values and qualities of the Open Space Property. Grantee may enforce the terms of this agreement by proceedings in the Superior Court of the State of California, including injunctions, specific performance, and all other available remedies.
- D. Should Grantor, his successors or assigns, undertake any activity in violation of this Conservation Easement, Grantee and its successors and assigns shall have the right to compel the restoration of that portion of the Open Space Property affected by such activity to the condition that existed prior to the

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undertaking of such unauthorized activity. In such case, the costs of such restoration and Grantee's expenses and costs of suit, including attorney's fees, shall be borne by Grantor or those of his successors or assigns against whom judgment is entered, or, in the event that Grantee secures redress without a completed judicial proceeding, by Grantor or those of his successors or assigns who are otherwise determined to be responsible for the unauthorized activity.

- F. Any forbearance by Grantee to exercise any of Grantee's rights hereunder in the event of any breach hereof by Grantor, his successors and assigns shall not be deemed or construed to be a waiver of Grantee's rights hereunder in the event of any subsequent breach.

4. Grantor's Responsibilities:

Grantor, his successors and assigns, agree to bear all costs and liabilities of operation, upkeep and maintenance of the Open Space Property including but not limited to all property taxes and assessments and public liability insurance, and do hereby agree to indemnify and hold harmless Grantee and its successors and assigns from any and all liability arising out of the use and ownership of the Open Space Property by Grantor, Grantor's agents, employees and invitees. Grantor, his successors and assigns further agree to pay any and all real property taxes and assessments levied by competent authority on

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the Property; reserving, however, to Grantor, his successors and assigns, the right to challenge the propriety of any property tax or assessment levied on the Open Space Property.

5. Subject to Conditions of Record.

This grant is subject to all rights, covenants, conditions, easements and other matters of record and shall not abrogate, impair or otherwise affect any rights that persons other than Grantor may have to use the Open Space Property pursuant to any such rights, covenants, conditions, easements and other matters of record provided, however, that this grant shall be senior to all liens created by any mortgage or deed of trust on said Open Space Property.

6. Notice.

In the event of the exercise of any of the rights reserved herein in a manner which involves any work or construction on or affecting the Open Space Property (other than routine maintenance and repair of the existing roads, driveway, gate and other appurtenances, and water, utility and services facilities), Grantor, his successors and assigns, agree to advise Grantee in writing ten (10) days prior to filing applications for any necessary governmental permits and, in any event, to give Grantee thirty (30) days written notice prior to commencement of any such work or construction.

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7. Public Access Not Authorized.

This grant does not authorize or permit, nor shall it be construed as authorizing or permitting access on or the use of the Open Space Property by members of the general public.

8. Partial Invalidity.

In the event any provision of this Grant of Conservation Easement is declared invalid in the future for one reason or another, the remaining provisions nonetheless shall remain in full force and effect.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Grant of Conservation Easement on the dates set forth immediately below.

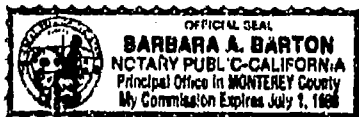
DATED: 7/27/87

GRANTOR:

TROIS BOIS, LTD.

By: Jane S. Banta  
Jane S. Banta  
Assistant Secretary

STATE OF CALIFORNIA  
COUNTY OF Monterey



On this 27 day of July in the year  
Nineteen Hundred Eighty-Seven before me  
BARBARA A. BARTON, a Notary Public, State of California,  
duly commissioned and sworn, personally appeared  
JANE S. BANTA

personally known to me (or proved to me on the basis of satisfactory evidence)  
to be the ASSISTANT SECRETARY of the corporation  
that executed the within instrument, and also known to me to be the  
person who executed the within instrument on behalf of the corpora-  
tion therein named, and acknowledged to me that such corporation executed  
the same TROIS BOIS, LTD.

IN WITNESS WHEREOF I have hereunto set my hand and affixed  
my official seal in the City and County of Monterey  
California on the date set forth above in the certificate.

Barbara A. Barton  
Notary Public, State of California

My commission expires July 1, 1988

This document is only a general form which may be proper for use in simple transactions and in no way shall it be intended to act as a substitute for the advice of an attorney. The publisher does not make any warranty express or implied as to the legal validity of any provision or the suitability of these forms in any specific transaction.  
County's Form No. 28 -- Acknowledgement  
to Notary Public -- Corporation (C. C. Secs. 1190-1190.1)

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DATED: August 25, 1987

GRANTEE:

THE COUNTY OF MONTEREY

By: Karin Strasser Kauffman  
Karin Strasser Kauffman  
Chair  
Board of Supervisors

STATE OF CALIFORNIA )  
COUNTY OF MONTEREY ) SS.

On this 25th day of August, 1987, before me, Ernest K. Morishita, Clerk of the Board of Supervisors, in and for said County and State, personally appeared KARIN STRASSER KAUFFMAN, known to me to be the Chairperson of said Board of Supervisors of the County of Monterey, and known to me to be the person who executed the within instrument on behalf of said political subdivision, and acknowledged to me that such County of Monterey executed the same.

ERNEST K. MORISHITA, Clerk of the  
Board of Supervisors of Monterey  
County, State of California

By: Anne Ari  
Deputy Clerk



Recording Requested by and when  
recorded

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Return to: Horan, Lloyd, Karashale & Dyer, Inc.  
Camino Aguajito at Fifth  
P.O. Box 3350  
Monterey, California 93942-3350

QUITCLAIM DEED

The COUNTY OF MONTEREY, a political subdivision of the State of California, under the authority of Government Code Section 25367, does hereby quitclaim unto Trois Bois, Ltd., a Corporation, all right, title and interest acquired by the County of Monterey pursuant to that certain conservation easement deed recorded June 10, 1987, on Reel 2108 of Official Records, at page 837. Said scenic easement deed affects all that certain real property situate in the County of Monterey, State of California, and described as follows:

All of Parcels A and B as said parcels are shown on that certain map entitled, "Parcel Map, Division of 4.62 Acre Parcel," etc., recorded in Book 17 of Parcel Maps at Page 50, Official Records of Monterey County, California.

Dated: August 25, 1987

COUNTY OF MONTEREY

By: Karin Strasser Kauffman

By: \_\_\_\_\_

STATE OF CALIFORNIA )  
COUNTY OF MONTEREY ) ss.

On this 25th day of August, 1987, before me, Ernest K. Morishita, Clerk of the Board of Supervisors, in and for said County and State, personally appeared KARIN STRASSER KAUFFMAN, known to me to be the Chairperson of said Board of Supervisors of the County of Monterey, and known to me to be the person who executed the within instrument on behalf of said political subdivision, and acknowledged to me that such County of Monterey executed the same.

ERNEST K. MORISHITA, Clerk of the  
Board of Supervisors of Monterey  
County, State of California

By: Arne Aris  
Deputy Clerk

By: \_\_\_\_\_  
Deputy

EXHIBIT C  
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END OF DOCUMENT