

Attachment A

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

Space above for Recorder's Use

Permit No.: PLN160414
Resolution No.: Resolution Number
JOHN E. VAN
VALKENBURGH, Trustee
of Van Valkenburgh
Owner Name: Revocable Trust
Project Planner: Elizabeth Gonzales
APN: 008-371-025

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

AMENDMENT TO GRANT OF CONSERVATION EASEMENT (COASTAL)

THIS AMENDMENT TO GRANT OF CONSERVATION EASEMENT

(hereinafter, "Amendment") is made this ____ day of _____, _____, by and
between JOHN E. VAN VALKENBURGH, Trustee of The Van Valkenburgh Revocable
Trust dated January 14, 1988, as Successor Grantor, and the COUNTY OF
MONTEREY, a political subdivision of the State of California, as Grantee,

WITNESSETH:

WHEREAS, Successor 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 Parcel B (the "Property"), as said

parcel is 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");

WHEREAS, the Property comprises a separate and legal parcel resulting from a Minor Subdivision approved by the County pursuant to Resolution M.S. 85-14 and confirmed by the filing of the Map in the Official Records of Monterey County; and

WHEREAS, Trois Bois Ltd., a California Corporation (the "Original Grantor"), was the owner of the land that was subdivided into Parcel A and Parcel B, as shown on the above-referenced Map; and

WHEREAS, pursuant to the approval of Resolution M.S. 85-14, Original Grantor granted a Grant of Conservation Easement to the County over portions of Parcels A and B, which Grant of Conservation Easement was recorded on June 10, 1987 at Reel 2108 at Page 857 Official Records of Monterey County (hereinafter the "Quitclaimed Easement"); and

WHEREAS, the County subsequently quitclaimed the Quitclaimed Easement in favor of a new Grant of Conservation Easement recorded on October 5, 1987 at Reel 2153 at Pages 268-281 Official Records of Monterey County, attached hereto as Exhibit "B" and incorporated herein by this reference (hereinafter the "1987 Easement"); and

WHEREAS, the 1987 Easement is identical to the Quitclaimed Easement except that it includes a reservation for driveway improvements to access a residence on the Property and expands the restricted portion of the Property; and

WHEREAS, in 1998, Original Grantor and County amended the Grant of Conservation Easement with respect to Parcel A (Amendment to Conservation and Scenic Easement Deed, recorded on June 22, 1998 as Document no. 9840220 in the Official Records of Monterey County), and said amendment was recorded only against Parcel A; and

WHEREAS, in 1999, Original Grantor sold Parcel B while retaining ownership of Parcel A; and

WHEREAS, Successor Grantor is the current owner of Parcel B and desires to amend the Grant of Conservation Easement with respect to Parcel B; and

WHEREAS, the 1987 Easement partitions the Property into 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 "Building Envelope". The Open Space Property consists of that portion of the Property particularly described on the Map as "Scenic Easement"; and

WHEREAS, the 1987 Easement regulates development permitted in the Open Space Property portion of the Property; and

WHEREAS, the conservation objectives of the 1987 Easement include public viewshed protection from Seventeen Mile Drive and the protection of potential biological and cultural resources on the Property; and

WHEREAS, a main residence was subsequently constructed within the Parcel B Residence Site along with landscape improvements within both the Parcel B Residence Site and the Open Space Property areas and this development is detailed in the Site Plan attached hereto and incorporated herein as Exhibit "C" (the "Landscaping Improvements"); and

WHEREAS, the Landscaping Improvements were authorized by County issued permits without the 1987 Easement being shown on the plans; and

WHEREAS, the development detailed in the Site Plan including the Landscaping Improvements were constructed consistent with County approved plans but said Landscaping Improvements encroach into the Open Space Property; and

WHEREAS, on September 27, 2016, a Minor and Trivial Amendment was approved to amend conditions of MS85014 allowing the Landscape Improvements within the Open Space Property as shown on Exhibit C , and

WHEREAS, the parties desire to amend the 1987 Easement to allow the afore-referenced Landscaping Improvements within the legally described Parcel B Open Space Property.

NOW, THEREFORE, the parties do hereby amend the 1987 Easement as follows:

A. REVISED RESTRICTIONS ON PARCEL B OPEN SPACE PROPERTY.

The Parcel B Open Space Property established by the original 1987 Easement is hereby amended to allow the Landscape Improvements shown on the Site Plan attached hereto as Exhibit "C", attached hereto and incorporated herein.

B. LIABILITY AND INDEMNIFICATION. This Amendment is made and accepted upon the express condition that the Grantee, its agencies, departments, officers, agents, and employees are to be free from all liability and claim for damage by reason of any injury to any person or persons, including Grantor, or property of any kind whatsoever and to whomsoever belonging, including Grantor, from any cause or causes whatsoever, except matters arising out of the sole negligence of the Grantee, while in, upon, or in any way connected with the Property, Successor Grantor hereby covenanting and agreeing to indemnify and hold harmless the Grantee, its agencies, departments, officers, agents, and employees from all liability, loss, cost, and obligations on account of or arising out of such injuries or losses however occurring. In addition, Successor Grantor and its successors and assigns agree to defend, indemnify, and hold harmless the County and its agents, officers, and employees from any and all claims, actions, or proceedings against the County or its agents, officers, and employees to attack, set aside, void or annul the approval of this Amendment to Grant of Conservation Easement and/or the afore-referenced Minor and Trivial Amendment. The Grantee shall have no right of control over, nor duties and responsibilities with respect to the Property which would subject the Grantee to any liability occurring upon the Property by virtue of the fact that the right of the Grantee to enter the Property is strictly limited to preventing uses inconsistent with the interest granted, the Property is not "property of a public entity" or "public property," and Grantee's rights herein do not include the right to enter the Property for the purposes of correcting any "dangerous condition" as those terms are defined by California Government Code Section 830.

C. CONTINUING FORCE OF EASEMENT. Except as previously amended and amended herein, all other terms and conditions of the 1987 Easement remain in full force and effect.

D. SUCCESSORS AND ASSIGNS. The terms, covenants, conditions, exceptions, obligations, and reservations contained in the 1987 Easement, as

previously amended and as herein amended, shall be binding upon and inure to the benefit of the successors and assigns of both the Successor Grantor and the Grantee, whether voluntary or involuntary.

E. SEVERABILITY. If any provision of the 1987 Easement as previously amended and as herein amended or any provision this Amendment is held to be invalid or for any reason becomes unenforceable, no other provision shall be thereby affected or impaired.

Executed this ____ day of _____, ____, at _____, California.

JOHN E. VAN VALKENBURGH, Trustee of The Van Valkenburgh Revocable Trust
dated January 14, 1988

By: _____ Date: _____
(Signature)
John E. Van Valkenburgh, as Trustee

NOTE TO NOTARY PUBLIC: If you are notarizing the signatures of persons, signing on behalf of a corporation, partnership, trust, etc., please use the correct notary jurat (acknowledgment) as explained in your Notary Public Law Book.

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

STATE OF CALIFORNIA)

COUNTY OF MONTEREY)

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

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

WITNESS my hand and official seal.

Signature _____

DATED: _____

Monterey County Board of Supervisors

[illegible]

Signature _____

By: Wendy S. Strimling
Type/Print Name: Wendy S. Strimling
Senior Deputy County Counsel

DATED: 9/20/16

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