

Attachment B

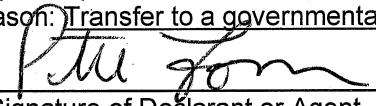
This page intentionally left blank.

When recorded return to:
COUNTY OF MONTEREY HOUSING
AND COMMUNITY DEVELOPMENT
DEPARTMENT - PLANNING
ATTN: **KAYLA NELSON**
1441 SCHILLING PL 2ND FLOOR
SALINAS, CA 93901
(831) 755-5025

Space above for Recorder's Use

Owner Name: Conservancy for the Range of
the Condor, a California
corporation
Permit No.: PLN230225
APNs: 189-411-010-000 &
189-411-009-000
Project Planner: Kayla Nelson

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 (INLAND)

THIS DEED made this 2ND day of MAY, 2025 by and between **The Conservancy for the Range of the Condor, a California Corporation**, as Grantor, and the **COUNTY OF MONTEREY**, a political subdivision of the State of California (County), as Grantee.

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 (the Property), in the Carmel Valley Master Plan; and

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

WHEREAS, the Grantor and the Grantee desire to preserve and conserve for the public benefit the great natural scenic beauty and existing openness, natural condition and present state of use of said Property of the Grantor; and

WHEREAS, 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 said Grantor is willing to grant to 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 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, its successors and assigns, to do and refrain from doing severally and collectively upon the Grantor's Property the various acts hereinafter mentioned.

A. PROPERTY SUBJECT TO EASEMENT. The Property 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 "A", attached hereto, and made a part hereof, hereinafter referred to as the "Conservation and Scenic Easement Area."

B. RESTRICTIONS. The restrictions hereby imposed upon the use of the 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 residential or commercial structures will be placed or erected upon the Conservation and Scenic Easement Area except small maintenance structures for the sole purpose of managing the land.

2. That no advertising of any kind or nature shall be located on or within the Conservation and Scenic Easement Area except for educational and informational signs along pedestrian walking and hiking trails.

3. That the Grantor shall not plant any agricultural crops including vineyards nor permit to be planted any vegetation upon the Conservation and Scenic Easement Area, except California native plant species beneficial to the land being protected for restoration purposes.

4. That, except for the construction, alteration, relocation, and maintenance of existing public roads, utility easements, access easements, and 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 except shaded fuel breaks in strategic locations, principally around neighboring properties.

5. That no livestock or grazing operations be allowed upon said easement except for the use of resident or rented goats for the purpose of fuel management practices and fire control.

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

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

1. The right to maintain all existing private roads, bridges, utility and access easements, trails and structures upon the Conservation and Scenic Easement Area, and the right to create new pedestrian trails as desired.

2. The use and occupancy of the Conservation and Scenic Easement Area shall be consistent with the conditions and restrictions herein imposed.

3. Management of vegetation within the Conservation and Scenic Easement Area in accordance with the fuel management practices as required by California fire prevention standards.

4. The gathering and harvesting of downed trees for firewood at the owner's discretion, and the gathering of indigenous plants that are not species-status protected species, and other appropriate cultural heritage activities. For purposes of this

Easement, *Cultural Heritage Activities* shall mean traditional, ceremonial, spiritual, educational, and stewardship practices conducted by members of local Native American Tribes with historical and cultural ties to the Carmel Valley region, including but not limited to the Esselen and Rumsen Ohlone peoples. These activities may include, without limitation:

- Seasonal gathering and use of native (non-protected) plants for food, medicine, or ceremonial use;
- Conducting ceremonies and spiritual practices in accordance with tribal customs;
- Traditional ecological knowledge-based land stewardship practices (e.g., controlled burns, tending native plant habitats);
- Educational visits or programs led by tribal members to teach tribal youth and others about tribal history, culture, and traditional lifeways;
- Construction or use of temporary, non-permanent structures (e.g., shade shelters, altars) related to ceremonial or educational use; and
- Access to sacred sites for prayer, song, and other forms of spiritual expression.

All such activities shall be carried out in a manner that is consistent with the conservation purposes of this Easement, does not involve commercial exploitation of natural resources, and does not result in significant alteration of the landscape or harm to protected species or habitats. The Grantor and Grantee may collaborate with Tribal representatives to establish protocols or guidelines to ensure that such uses are respectful, safe, and aligned with the conservation values protected herein.

D. SUBJECT TO APPLICABLE LAWS. Land uses permitted or reserved to the Grantor by this instrument shall be subject to all applicable laws 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 County of Monterey and its successors and assigns forever.

F. RIGHT OF ENTRY. The Grantee or its agent may enter onto the Property to ascertain whether the use restrictions set forth above are being observed 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 Property contrary to the terms of this grant of easement will be deemed a breach hereof. The Grantee may bring any action in court necessary to enforce this grant of easement, including, but not limited to, injunction to terminate a breaching activity and to 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 may pursue any appropriate legal and equitable remedies. The Grantee 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 to enforce the terms and provisions hereof in the event of a breach shall not be deemed a waiver of Grantee's rights regarding any subsequent breach.

H. MAINTENANCE. The Grantee 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 for monitoring compliance with the terms of this easement.

I. LIABILITY AND INDEMNIFICATION. This conveyance is made and accepted upon the express condition that the Grantee, its agencies, departments, officers, agents, and employees are to be free from all liability and claim for damage by reason of any injury to any person or persons, including 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, 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. 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 or Conservation and Scenic Easement Area 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 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 and the Grantee, whether voluntary or involuntary.

K. SEVERABILITY. 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 2ND day of MAY, 2025, at Carmel Valley, California.

Conservancy for the Range of the Condor, a California corporation

By: Peter Fonken
(Signature)

PETER FONKEN Director
(Print or Type Name and Title)

By: Virginia Hanson
(Signature)

Virginia Hanson Director
(Print or Type Name and Title)

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

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

STATE OF CALIFORNIA)

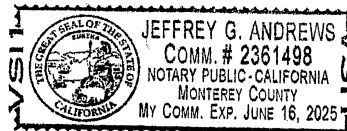
COUNTY OF MONTEREY)

On 05-02-2005 before me, Jeffrey G. Andrews, a Notary Public, personally appeared Peter Honken, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature



(Seal)

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

STATE OF CALIFORNIA)

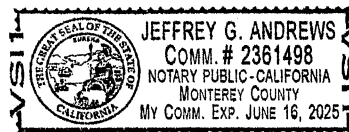
COUNTY OF MONTEREY)

On 05-02-2005 before me, Jeffrey G. Andrews, a Notary Public, personally appeared Virginia Hanson, 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)

ACCEPTANCE AND CONSENT TO RECORDATION

This is to certify that the interest in real property conveyed by the deed or grant from **Conservancy for the Range of the Condor, a California corporation** 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: _____

Chris Lopez
Chair, Monterey County Board of Supervisors

ATTEST:

DATED: _____

Valerie Ralph
Clerk of Said Board

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

STATE OF CALIFORNIA)
) 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)

Approved as to form:
Susan K. Blich, County Counsel

By: 

DATED: 8-7-25

Type/Print Name: Robert I. Brayer, Deputy County Counsel

EXHIBITS TO BE ATTACHED TO:

CONSERVATION AND SCENIC EASEMENT DEED

1. **EXHIBIT "A":** Full legal description of the entire property.

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

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 189-411-009 and 189-411-010

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF MONTEREY, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Certain real property situate in Rancho Los Laureles and Fractional Section 10, Township 17 South, Range 2 East, Mount Diablo Base and Meridian, County of Monterey, State of California, particularly described as follows:

Beginning at the most Northerly corner of that certain parcel described as "Parcel 4" in Deed to Genevieve de Dampierre, recorded October 24, 1979 in Reel 1367, Page 880, of Official Records; thence along the Westerly boundary of said parcel, as said boundary also being the Easterly boundary of that certain parcel described as "Parcel 1" in said Deed,

(1) S. 19° 17' 15" W., 636.0 feet to a point on the Southerly boundary of Rancho Los Laureles, distant 3835.51 feet, N. 79° 26' 30" W., (along said Southerly boundary) from a twin live oak tree standing at the Southeast corner of said Rancho Los Laureles, as shown on the "Licensed Surveyor's Map of Los Laureles Rancho and Vicinity", filed in Volume 3 of Surveys, at Page 115, Official Records of Monterey County, California; thence continuing along said common boundary between said Parcels 1 and 4,

(2) S. 1° 31' W., 1456.33 feet to the Southeasterly corner of said Parcel 1, as said corner also being the most Westerly corner of that certain 41.098 acre parcel shown and so designated on that certain Record of Survey Map filed September 28, 1977 in Volume 11 of Surveys, at Page 205, Official Records of Monterey County, California; thence leaving said common boundary and running along the Northerly boundary of said 41.098 acre parcel

(3) N. 85° 32' 34" E., 976.12 feet; thence

(4) N. 34° 01' 53" E., 104.28 feet; thence

(5) N. 24° 46' 51" E., 31.38 feet; thence

(6) S. 84° 42' 47" E., 86.76 feet; thence

(7) N. 75° 54' 30" E., 74.56 feet; thence

(8) N. 86° 39' 53" E., 108.24 feet; thence

(9) N. 76° 44' 22" E., 105.38 feet; thence

(10) S. 65° 47' 14" E., 41.48 feet; thence

(11) S. 75° 53' 07", 50.91 feet; thence

(12) N. 79° 18' 41" E., 37.70 feet; thence

(13) N. 77° 26' 20" E., 46.24 feet; thence

(14) N. 27° 38' E., 949.94 feet to the most Northerly corner of said 41.098 acre parcel, as said corner also being a point on the Northeasterly boundary of said Parcel 4; thence leaving said Northerly boundary and running along said Northwesterly boundary ,

(15) N. 27° 31' 45" W., 315.00 feet; thence

(16) N. 30° 30' E., 32.27 feet; thence

EXHIBIT "A"
Legal Description
(continued)

(17) N. 68° 50' W., 98.77 feet; thence

(18) N. 88° 00' W., 73.1 feet; thence

(19) S. 2° 00' W., 28.55 feet; thence

(20) N. 65° 51' W., 1622.1 feet to the point of beginning and being a portion of Parcel 4.

EXCEPTING THEREFROM that portion of said lot conveyed to Merv Griffin, Trustee of the Merv Griffin Trust UTD June 20, 1986, in the Grant Deed recorded September 15, 1988 in Reel 2274, Page 881, of Official Records.

ALSO EXCEPTING THEREFROM that portion of said lot conveyed to Thomas Augustitus, et ux., in the Grant Deed recorded April 22, 1999, in Document No. 9930736, of Official Records.

This page intentionally left blank

Exhibit A

This page intentionally left blank.

EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): 189-411-009 and 189-411-010

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF MONTEREY, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Certain real property situate in Rancho Los Laureles and Fractional Section 10, Township 17 South Range 2 East, Mount Diablo Base and Meridian, County of Monterey, State of California, particularly described as follows:

Beginning at the most Northerly corner of that certain parcel described as "Parcel 4" in Deed to Genevieve de Dampierre, recorded 24 October 1979 in Reel 1367, at Page [880, Official Records](#) of Monterey County, California; thence along the Westerly boundary of said parcel, as said boundary also being the Easterly boundary of that certain parcel described as "Parcel 1" in said Deed,

(1) S. 19 ° 17' 15" W., 636.0 feet to a point on the Southerly boundary of Rancho Los Laureles, distant 3835.51 feet, N. 79 ° 26' 30" W., (along said Southerly boundary) from a twin live oak tree standing at the Southeast corner of said Rancho Los Laureles, as shown on the "Licensed Surveyor's Map of Los Laureles Rancho and Vicinity", filed in [Volume 3 of Surveys, at Page 115](#), Records of Monterey County, California; thence continuing along said common boundary between said Parcels 1 and 4

(2) S. 1 ° 31' W., 1456.33 feet to the Southeasterly corner of said Parcel 1, as said corner also being the most Westerly corner of that certain 41.098 acre parcel shown and so designated on that certain Record of Survey Map filed 28 September 1977 in [Volume 11 of Surveys, at Page 205](#), Records of Monterey County, California; thence leaving said common boundary and running along the Northerly boundary of said 41.098 acre parcel

(3) N. 85 ° 32' 34" E., 976.12 feet; thence

(4) N. 34 ° 01' 53" E., 104.28 feet; thence

(5) N. 24 ° 46' 51" E., 31.38 feet; thence

(6) S. 84 ° 42' 47" E., 86.76 feet; thence

(7) N. 75 ° 54' 30" E., 74.56 feet; thence

(8) N. 86 ° 39' 53" E., 108.24 feet; thence

(9) N. 76 ° 44' 22" E., 105.38 feet; thence

(10) S. 65 ° 47' 14" E., 41.48 feet; thence

(11) S. 75 ° 53' 07", 50.91 feet; thence

(12) N. 79 ° 18' 41" E., 37.70 feet; thence

(13) N. 77 ° 26' 20" E., 46.24 feet; thence

(14) N. 27 ° 38' E., 949.94 feet to the most Northerly corner of said 41.098 acre parcel, as said corner also being a point on the Northeasterly boundary of said Parcel 4; thence leaving said Northerly boundary and running along said Northwesterly boundary

(15) N. 27 ° 31' 45" W., 315.00 feet; thence

(16) N. 30 ° 30' E., 32.27 feet; thence

EXHIBIT "A"
Legal Description
(continued)

(17) N. 68 ° 50' W., 98.77 feet; thence

(18) N. 88 ° 00' W., 73.1 feet; thence

(19) S. 2 ° 00' W., 28.55 feet; thence

(20) N. 65 ° 51' W., 1622.1 feet to the point of beginning and being a portion of Parcel 4.

Excepting therefrom that portion of said lot conveyed to Merv Griffin, Trustee of the Merv Griffin Trust UTD June 20, 1986, in the Grant Deed recorded September 15, 1988, [Reel 2274, Page 881, Official Records](#).

Also excepting therefrom that portion of said lot conveyed to Thomas Augustitus, et ux, in the Grant Deed recorded April 22, 1999, [Instrument No. 9930736, Official Records](#).