

Attachment E

This page intentionally left blank.

When recorded return to:
COUNTY OF MONTEREY HOUSING
AND COMMUNITY DEVELOPMENT
DEPARTMENT - PLANNING
Attn: **Fionna Jensen**
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901
(831) 755-4800

Space above for Recorder's Use

Owner Name: BIXBY ROCK LLC
Permit No.: PLN210228
Resolution No.:
APN: 418-121-051-000
Project Planner: Fionna Jensen

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
☒ Exempt from transfer tax,
Reason: Transfer to a governmental entity

Signature of Declarant or Agent

AMENDED CONSERVATION AND SCENIC EASEMENT DEED (COASTAL)

THIS AMENDMENT to the **CONSERVATION AND SCENIC EASEMENT** (the Amendment or Amended Easement) is made this ____ day of _____, _____, by and between BIXBY ROCK LLC as Grantor, and the *COUNTY OF MONTEREY*, a political subdivision of the State of California, as Grantee,

WITNESSETH:

WHEREAS, said Grantor is the owner in fee of the real property attached hereto and made a part hereof, situated in Monterey County, California (the Property); and

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

WHEREAS, on February 13, 1968, the Monterey County Board of Supervisors accepted a Conservation and Scenic Easement Deed (1968 Easement) conveyed over the Property (APN: 418-121-051-000) to “preserve and conserve for the public benefit the great natural scenic beauty and openness, natural condition, and present state of use of said property” (Resolution No. 68-52); and

WHEREAS, the 1968 Easement, which affects only the real property described and illustrated as Parcel II, was recorded on February 15, 1968, at Reel 543, Page 398, Official Records, attached hereto as “Exhibit A” and incorporated by reference; and

WHEREAS, Dorothy and Ralph Atkinson’s granting of the 1968 Easement to the County of Monterey appears to have been voluntary as it was not required as a Condition of Approval of either the 1959 single-family dwelling or 1967 guesthouse, and all existing development on the Property was constructed prior to the California Coastal Act (1972) and certification of the Big Sur Land Use Plan (1986); and

WHEREAS, the 1968 Easement boundaries cover the entirety of the Property, except for the existing development footprint and the 1968 Easement includes the following restrictions: prohibition of new structures in addition to those already in existence, restriction of advertising, and a requirement that all landscaping, vegetation, and topography remain in their then present conditions; and

WHEREAS, in March 2022, **BIXBY ROCK LLC** applied for a Combined Development Permit to County of Monterey Housing and Community Development (**Planning File No. PLN210228**) to allow demolition of the Property’s existing 4,952 square-foot single-family dwelling, construction of a 6,092 square-foot single-family dwelling and associated site improvements. The Combined Development Permit authorized development within 50 feet of a Coastal bluff, within the Critical Viewshed, and within 100 feet of Environmentally Sensitive Habitat Areas; and

WHEREAS, Big Sur Coastal Implementation Plan (CIP) section 20.145.030.A.2(f) requires all replacement structures to better conform to the intent of the CIP’s “Visual Resources Development Standards,” which is to preserve Big Sur scenic resources and to promote the restoration of visually degraded areas. This section requires that replacement structures be permitted on the original location on the site, provided no other less visible portion of the site is acceptable to the property owner, and provided the replacement does not increase the structure’s visibility; and

WHEREAS, although the replacement single family dwelling will be sited primarily within the existing residence's footprint, it would also be sited 10.5 feet west, and would therefore encroach into the 1968 Easement boundaries. However, when compared to the existing residence, the proposed siting, design, colors and materials of the proposed residence will result in a reduced visual impact when viewed from Highway 1; and

WHEREAS, reducing visibility of the property's development from Highway 1 is consistent with the intent of the 1968 Conservation and Scenic Easement; and

WHEREAS, **PLN210228** therefore includes an Amendment to the 1968 Easement deed and associated map to allow siting of the proposed residence in the most appropriate location to minimize visibility, invasive plant species removal, fuel management, placement of new utilities (including an alternative on-site wastewater treatment system) and related repairs, and restoration activities; and

WHEREAS, the Grantor is willing to grant the County of Monterey the conservation and scenic easement to protect habitat areas and visually sensitive portions by the restricted use and enjoyment of the Property by the Grantor through the imposition of the conditions described in the 1968 Easement and hereinafter expressed, and as amended below;

WHEREAS, the Amended Easement will ensures the protection of sensitive habitat and the public viewshed;

WHEREAS, Grantor and Grantee intend that this Amendment shall amend the 1968 Easement insofar as it revises restrictions and boundaries of the Easement on the Property, with all other terms to remain in effect; and

WHEREAS, it is intended that this Amended 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 California Revenue and Taxation Code, section 402.1.

NOW, THEREFORE, Grantor and Grantee agree as follows:

- i. This Amended Conservation and Scenic Easement Deed as described shall amend the Conservation and Scenic Easement Deed as recorded at Reel 543, Page 398, Official records the County of Monterey, and as shown on Exhibit "A".

- ii. This Deed shall amend Restriction Nos. 1 and 3 on Page 2 to state the following:
 - 1. *"That no structures will be placed or erected upon said Conservation and Scenic Easement Area."*
 - 3. *"That the Grantor shall not plant nor permit to be planted any vegetation upon the Conservation and Scenic Easement Area, except that vegetation necessary for removal (invasive species only) and for replanting/restoration (native plant species only) as prescribed in PLN210228 and subsequent Coastal development Permits."*
- iii. This Deed shall amend the Exceptions and Reservations on Page 3 to add Exception and Reservation Nos. 3, 4, and 5:
 - 3. *"Management of vegetation within the Conservation and Scenic Easement Area in accordance with the Restoration Plan, Landscape Plan, and/or Fuel Management Plan approved with the Permit on file with the Monterey County Planning Department."*
 - 4. *"Maintenance and repair of utilities, including water, electrical, and the on-site wastewater treatment system, within the Conservation and Scenic Easement Area."*
 - 5. *"Restoration and/or stabilization of eroded or similarly adversely impacted land, provided that said restoration and/or stabilization shall be performed in a manner which is consistent with maintaining the Conservation and Scenic Easement Area's habitat value and pursuant to an approved Coastal Development Permit. Shoreline armoring shall be prohibited."*
- iv. This Deed shall amend the 1968 Easement boundaries, as described and depicted in "Exhibit B."
- v. All other terms and conditions of the original Conservation and Scenic Easement Deed shall remain in full force and effect and are incorporated herein by this reference.
- vi. This Amended Conservation and Scenic Easement Deed shall run with the land 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. Additionally, this Amended Conservation and Scenic Easement Deed shall bind the Grantor and all its successors and assigns. This grant shall benefit the County of Monterey and its successors and assigns forever.

- vii. The Grantee or its agent may enter onto the property to ascertain whether the use restrictions set forth above are being observed at times reasonable acceptable to the Grantor. The public may not enter onto the property.
- viii. Any act or conveyance, contract, or authorization whether written or oral, by the Grantor, which uses, cause to be used, or permit use of, the property contrary to the terms of this offer 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, obtaining an injunction to terminate a breaching activity and to enforce 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 it shall bring an action in law or equity to enforce the terms and conditions of this grant of easement. Any forbearance on the part of the Grantee to enforce the terms and provisions hereof in the event of breach shall not be deemed a waiver of Grantee's rights regarding any subsequent breach.
- ix. The Grantee shall not be obligated to maintain, improve, or 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 Grantors, except for costs incurred by Grantee for monitoring compliance with the terms of this easement.
- x. 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 obligation on account, 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.

- xi. 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.
- xii. 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 ____ day of _____, ____, at _____, California.

BIXBY ROCK LLC

By: _____
(Signature)
(Print or Type Name and Title)

By: _____
(Signature)
(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 _____ 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)

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 _____

(Seal)

ACCEPTANCE AND CONSENT TO RECORDATION

This is to certify that the interest in real property conveyed by the deed or grant dated **July 25, 2023** from **BIXBY ROCK LLC** 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: _____.

Luis A. Alejo

Chair, County of Monterey 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.

[illegible]

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)

Document Form/Content Acceptable:
Leslie J. Girard, County Counsel

By: _____

DATED: _____

Type/Print Name: _____, Deputy County Counsel

***EXHIBITS TO BE ATTACHED TO:
CONSERVATION AND SCENIC EASEMENT DEED***

1. **EXHIBIT "A"**: 1968 Easement Deed, accompanied by description and diagram of the affected Property.
2. **EXHIBIT "B"**: An official surveyor's map, parcel map or plot plan showing the exact location of the easement on the property.

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

This page intentionally left blank

Exhibit "A"

G 04297

REEL 543 PAGE 398

RECORDED AT REQUEST OF
COUNTY OF MONTEREY

REEL 543 PAGE 398

FEB 15 8 AM '68

CONSERVATION AND SCENIC EASEMENT DEED

OFFICE OF RECORDER
COUNTY OF MONTEREY
SALINAS, CALIFORNIA

THIS DEED made this 1st day of February, 1968 by and between
DOROTHY B. ATKINSON and RALPH B. ATKINSON as Grantor, and the
COUNTY OF MONTEREY, a political subdivision of the State of
California, as Grantee;

WITNESSETH:

WHEREAS, the said Grantor is the owner in fee of the real
property hereinafter described, situate in Monterey County,
California; and

WHEREAS, the said land 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, the said Grantor is willing to grant to the County
of Monterey the scenic use as hereinafter expressed of the said
land, and thereby protect the present scenic beauty and exist-
ing openness by the restricted use and enjoyment of said
property by the Grantor through the imposition of the condi-
tions hereinafter expressed;

NOW, THEREFORE, for and in consideration of the premises, 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 purpose 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 said property the various acts hereinafter mentioned.

The restrictions hereby imposed upon the use of said property of the Grantor and the acts which said Grantor shall refrain from doing upon their said property in connection therewith are, and shall be, as follows:

1. That no structures will be placed or erected upon said described premises in addition to those now in existence or in the process of construction as of the date hereof.
2. That no advertising of any kind or nature shall be located on or within said property.
3. That the Grantor shall not plant nor permit to be planted any vegetation upon said premises, except wherein the same is in keeping with the existing landscape and consisting of vegetation indigenous to the area.
4. That the general topography of the landscape shall be maintained in its present condition and no excavation or topographic changes shall be made.
5. That no use of said described property which will or does materially alter the landscape or other attractive scenic features of said land other than those specified above shall be done or suffered.

The land of the Grantor hereinabove referred to and to which

the provisions of this instrument apply is situate in the County of Monterey, State of California, and is particularly described in Exhibit "A", attached hereto, and made a part hereof.

Excepting and reserving to the Grantor:

1. The right to maintain all existing private roads, bridges, trails and structures upon said land, and the right to the exclusive possession, use and occupancy of all structures now upon said premises, including family residence and guest house which right shall inure to the benefit of the Grantor, their successors, heirs and assigns.

2. The use and occupancy of said land not inconsistent with the conditions and restrictions herein imposed.

If at any time the property herein described, or any portion thereof, shall be selected for condemnation by any agency possessing the power of eminent domain, this conveyance shall, as to the property selected, cease and determine, and revert to the Grantor. Selection of said property shall occur and be determined upon the filing of a proceeding in eminent domain for the taking of said property or portion thereof in a court possessing jurisdiction. Provided, however, that if after such proceeding is filed, it is dismissed or abandoned or otherwise terminated without some or all of the property described in the proceeding having been acquired or purchased, then Grantor covenants that it will re-execute and deliver to Grantee this same form of deed to reinstate all of the provisions hereof upon the property described in the eminent domain proceedings, except such portion as may have been acquired or purchased.

To have and to hold unto the said County of Monterey, its successors and assigns forever. This grant shall be binding upon the heirs and assigns of the said Grantor.

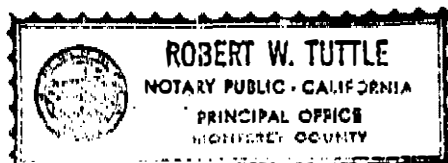
Dorothy B. Atkinson
Dorothy B. Atkinson, Grantor
Ralph B. Atkinson
Ralph B. Atkinson, Grantor

COUNTY OF MONTEREY.

By: *R. G. Wood*
Chairman, Board of
Supervisors, Grantor

STATE OF CALIFORNIA }
COUNTY OF MONTEREY } SS.

On January 30, 1968, before me, Robert W. Tuttle, a notary public in and for the said county and state, personally appeared DOROTHY B. ATKINSON and RALPH B. ATKINSON, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Robert W. Tuttle
Robert W. Tuttle, Notary Public
My Commission Expires: 8/31/69.

STATE OF CALIFORNIA }
COUNTY OF MONTEREY } SS

On this 13th day of February, 1968, before me, EMMET G. McMENAMIN, County Clerk in and for said County and State, personally appeared R. G. WOOD known to me to be the Chairman of the 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 public corporation, agency or political subdivision, and acknowledged to me that said political subdivision executed the same.

EMMET G. McMENAMIN, Clerk
By *Elizabeth L. Baker*
Deputy

DESCRIPTION

That certain real property situate in the County of Monterey, State of California, described as follows:

PARCEL I:

PARCEL A, containing 11.80 acres of land as shown upon "Record of Survey of the H. G. Sharpe Property located in the Northwest quarter of Section 17; Lot 1 and the Northeast quarter of the Northeast quarter of Fractional Section 18, all in Township 18 South, Range 1 East, M. D. B. & M., made for H. G. Sharpe by Monterey County Surveyors, Inc.," as shown on map filed in Volume 4 of Surveys at page 94, Monterey County Records.

EXCEPTING THEREFROM that portion described as: BEGINNING at an angle point on the boundary of said PARCEL A on the centerline of that certain State Highway right of way V-Mon-56-G (30.0 feet wide) granted by H. G. Sharpe et ux, to State of California, by deed dated July 1, 1930 and recorded in Volume 253 of Official Records at page 384, Monterey County Records, from which point of beginning Engineer's Station 192 plus 70.23 as said Station is shown and so designated on said filed map bears along said highway right of way centerline along the arc of a circular curve to the right (the center of which bears N. 35° 28½' E., 400.0 feet distant) for a distance of 347.03 feet; thence from said point of beginning and running along said right of way centerline:

- (1) along the arc of a circular curve to the left (the center of which bears N. 35° 28½' E., 400 feet distant) for a distance of 47.59 feet; thence leave said highway right of way centerline and running
- (2) N. 28° 39½' E., 40.0 feet to station in the northeasterly line of said State Highway right of way; thence leave last mentioned right of way line and running
- (3) N. 43° 26' E., 22.30 feet to station in the boundary of said PARCEL A; thence running along last mentioned boundary,
- (4) N. 52° 46½' W., 52.0 feet to a 1 inch pipe set in a rock mound in the northeasterly line of said State Highway right of way; thence leave last mentioned right of way line and running
- (5) S. 35° 28½' W., 40.0 feet to the place of beginning.

Courses all true.

ALSO EXCEPTING those portions deeded to State of California, by deed dated April 30, 1953 and recorded in Volume 1462 Official Records of Monterey County at page 366 and by deed dated July 1, 1930 and recorded in Volume 253 of Official Records of Monterey County at page 384.

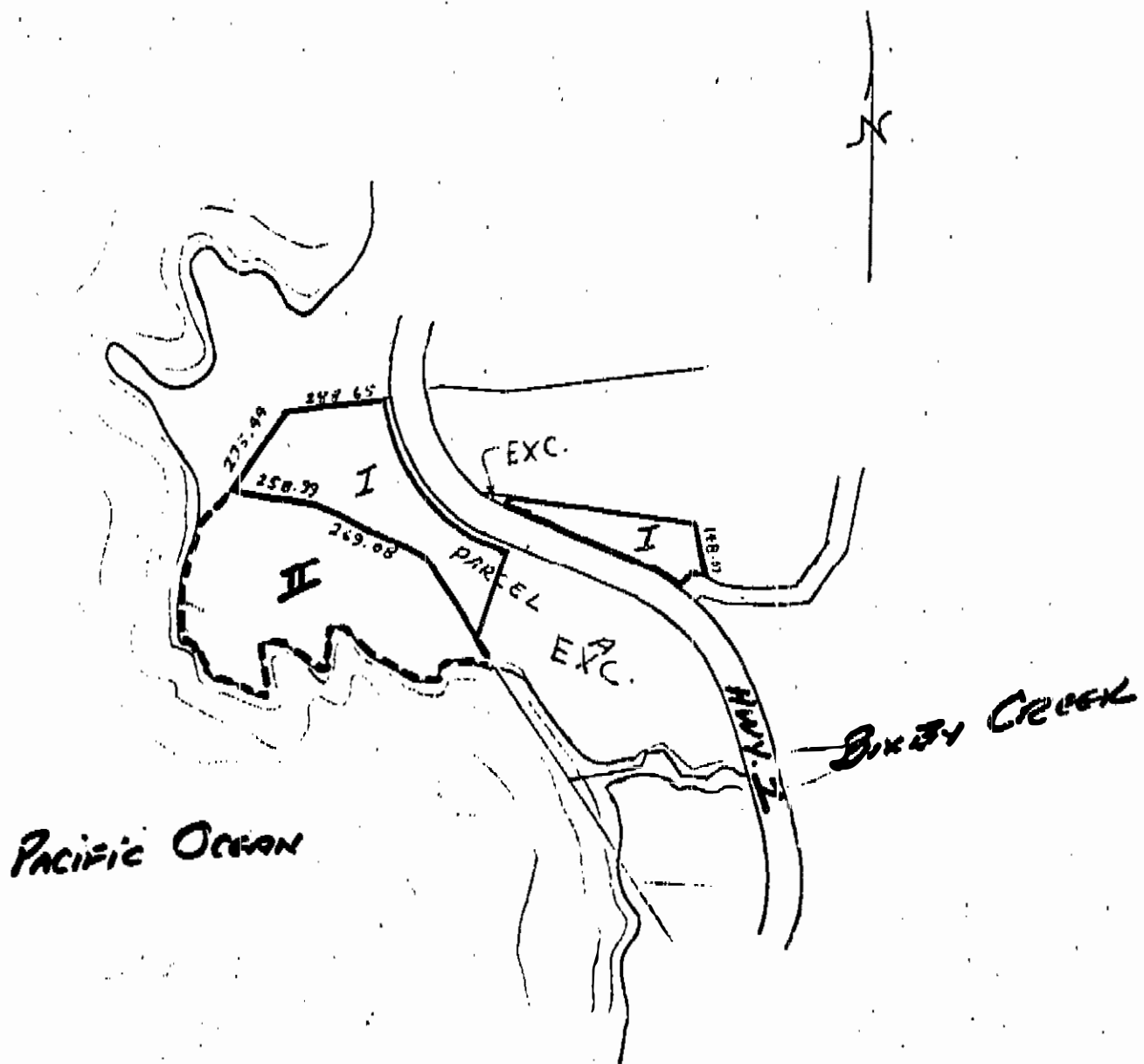
PARCEL II: THIS PROPERTY IS UNINSURABLE

All right, title and interest in and to that certain real property which lies between the westerly line of Parcel A as said Parcel A is shown on record of Survey filed in Volume 4 of Surveys at page 94 and the mean high tide of the Pacific Ocean.

It being the intent to convey any interest of the undersigned, in and to any land lying between the mean high tide meander line of the Pacific Ocean and the westerly boundary of said Parcel A.

EXHIBIT "A"

REEL 543 PAGE 403



THIS DIAGRAM FOR LOCATION PURPOSES ONLY
COAST COUNTIES LAND TITLE COMPANY

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

Resolution No. 68-52 -- Accepting)
Conservation and Scenic Easement)
Deed - Atkinson.)

REEL 543 PAGE. 404

BE IT RESOLVED that the Conservation and Scenic Easement Deed, dated February 1, 1968, executed by Dorothy B. Atkinson and Ralph B. Atkinson, as Grantor, is hereby accepted, the Chairman is authorized to execute said Deed and the Board consents to the recordation thereof. The Clerk is directed to write a letter of thanks to the Grantors.

PASSED AND ADOPTED this 13th day of February, 1968, upon motion of Supervisor Branson, seconded by Supervisor Smith, and carried by the following vote, to-wit:
AYES: Supervisors Church, Smith, Wood, Branson.
NOES: None.
ABSENT: Supervisor Atteridge.

COUNTY OF MONTEREY, } ss.
STATE OF CALIFORNIA. }

I, EMMET G. McMENAMIN, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a full, true and correct copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof at page -- of Minute Book 22, on the 13th day of February, 1968, and now remaining of record in my office.
Witness my hand and the seal of said Board of Supervisors this 13th day of February, 1968.

EMMET G. McMENAMIN,
County Clerk and ex-officio Clerk of the Board
of Supervisors, County of Monterey, State of
California.

By Elizabeth S. Lavin
Deputy

END OF DOCUMENT

EXHIBIT "B"

LEGAL DESCRIPTION

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

A Conservation Easement situate in the unincorporated area of the County of Monterey, State of California, over all that certain real property which lies between the westerly line of "Parcel A", as said Parcel A is shown on Record of Survey filed in Volume 4 of Surveys at Page 94 in the Monterey County Recorder's Office, State of California, and the mean high tide of the Pacific Ocean. Excepting any portion lying on the seaward side of the ordinary high water line where it is located prior to any artificial or avulsive changes in the location of the shoreland.

Excepting therefrom:

Beginning at a point on the southerly boundary of said Parcel A, from which a concrete "C" monument on the westerly sideline of California State Highway 1 bears South 76° 20' 27" East, 657.68 feet, also from which the southwesterly corner of said Parcel A bears North 80° 48' 30" West, 57.07 feet; thence

- 1) Along a curve to the left with a radius of 427.41 feet and a delta angle of 4° 45' 13", the center of which bears South 17° 23' 58" East, an arc distance of 35.46 feet; thence tangentially
- 2) Along a curve to the left with a radius of 82.13 feet and a delta angle of 45° 27' 19", an arc distance of 65.16 feet; thence tangentially
- 3) Along a curve to the left with a radius of 158.01 feet and a delta angle of 15° 35' 50", an arc distance of 43.01 feet; thence tangentially
- 4) Along a curve to the left with a radius of 34.31 feet and a delta angle of 32° 52' 34", an arc distance of 19.68 feet; thence tangentially
- 5) Along a curve to the left with a radius of 25.97 feet and a delta angle of 32° 16' 11", an arc distance of 14.63 feet; thence tangentially
- 6) Along a curve to the left with a radius of 23.31 feet and a delta angle of 37° 06' 03", an arc distance of 15.10 feet; thence
- 7) North 26° 02' 19" East, 13.05 feet; thence
- 8) North 61° 44' 41" East, 17.47 feet; thence
- 9) North 77° 49' 09" East, 6.19 feet; thence

- 10) South 88° 28' 11" East, 4.66 feet; thence
- 11) North 71° 43' 24" East, 10.28 feet; thence
- 12) South 18° 16' 36" East, 2.42 feet; thence
- 13) North 71° 43' 24" East, 15.91 feet; thence
- 14) South 18° 16' 36" East, 10.50 feet; thence
- 15) North 71° 43' 24" East, 3.09 feet; thence
- 16) South 18° 16' 36" East, 23.51 feet; thence
- 17) South 71° 43' 24" West, 5.11 feet; thence
- 18) South 18° 16' 36" East, 5.75 feet; thence
- 19) South 71° 43' 24" West, 4.34 feet; thence
- 20) South 18° 16' 36" East, 3.24 feet; thence
- 21) South 71° 43' 24" West, 5.33 feet; thence
- 22) South 18° 16' 36" East, 3.54 feet; thence
- 23) South 71° 43' 24" West, 21.93 feet; thence
- 24) North 18° 16' 36" West, 4.61 feet; thence
- 25) South 71° 43' 24" West, 23.90 feet; thence
- 26) South 62° 58' 57" East, 47.06 feet; thence
- 27) North 27° 01' 03" East, 2.68 feet; thence
- 28) South 62° 58' 57" East, 11.32 feet; thence
- 29) South 27° 01' 03" West, 3.61 feet; thence
- 30) South 53° 39' 15" East, 1.25 feet; thence
- 31) South 06° 04' 53" East, 8.74 feet; thence
- 32) South 49° 02' 55" East, 27.87 feet; thence
- 33) South 41° 55' 54" East, 11.06 feet; thence
- 34) South 20° 23' 11" West, 34.21 feet; thence
- 35) North 89° 51' 12" West, 45.39 feet; thence
- 36) North 68° 14' 51" West, 90.24 feet; thence
- 37) North 05° 06' 26" West, 24.46 feet; thence
- 38) North 70° 22' 33" West, 10.61 feet; thence
- 39) North 13° 11' 16" East, 12.92 feet; thence
- 40) North 05° 08' 13" East, 18.87 feet; thence
- 41) North 22° 35' 24" East, 35.78 feet; thence
- 42) Along a curve to the right with a radius of 66.24 feet and a delta angle of 31° 11' 34",
the center of which bears North 65° 36' 06" East, an arc distance of 36.06 feet; thence
tangentially
- 43) Along a curve to the right with a radius of 173.13 feet and a delta angle of 15° 35' 50",
an arc distance of 47.13 feet; thence tangentially
- 44) Along a curve to the right with a radius of 94.61 feet and a delta angle of 53° 12' 42", an
arc distance of 87.87 feet, more or less, to the southerly boundary of said Parcel A;
thence easterly along said boundary
- 45) South 80° 48' 30" East, 28.72 feet to the Point of Beginning.

Also excepting therefrom:

Beginning at a point on the southerly boundary of said Parcel A, from which a concrete "C" monument on the westerly sideline of California State Highway 1 bears South 75° 04' 13" East, 512.38 feet, also from which the southwesterly corner of said Parcel A bears North 80° 48' 30" West, 202.94 feet; thence

- 1) South 16° 17' 42" West, 18.86 feet; thence
- 2) North 78° 45' 53" West, 45.56 feet; thence
- 3) North 15° 08' 01" East, 17.18 feet to the southerly boundary of said Parcel A; thence easterly along said boundary
- 4) South 80° 48' 30" East, 46.09 feet to the Point of Beginning.

SEE EXHIBIT B FOR GRAPHIC DEPICTION OF THIS EASEMENT.

END OF DESCRIPTION

Prepared By:

Roger A. Peterson PLS 5958

November 18, 2022



Basis of Bearings:

The bearing of N68° 27' 18"W as calculated from 5 SURV 164 and as found monumented is taken as the basis of bearings.

●	Indicates monument found as noted.
— — — — —	Subject Parcel Boundary
— — — — —	Parcel Boundary
— — — — —	Right of Way
— — — — —	Right of Way Center Line
- - - - -	Exclusionary Area Boundary

LEGEND

APN - Assessor's Parcel Number
conc. - concrete
IP - iron pipe
mkd. - marked
mon. - monument
N.R.F. - no reference found
P.O.B. - Point of Beginning
Rad. - radial
RE - Registered Engineer

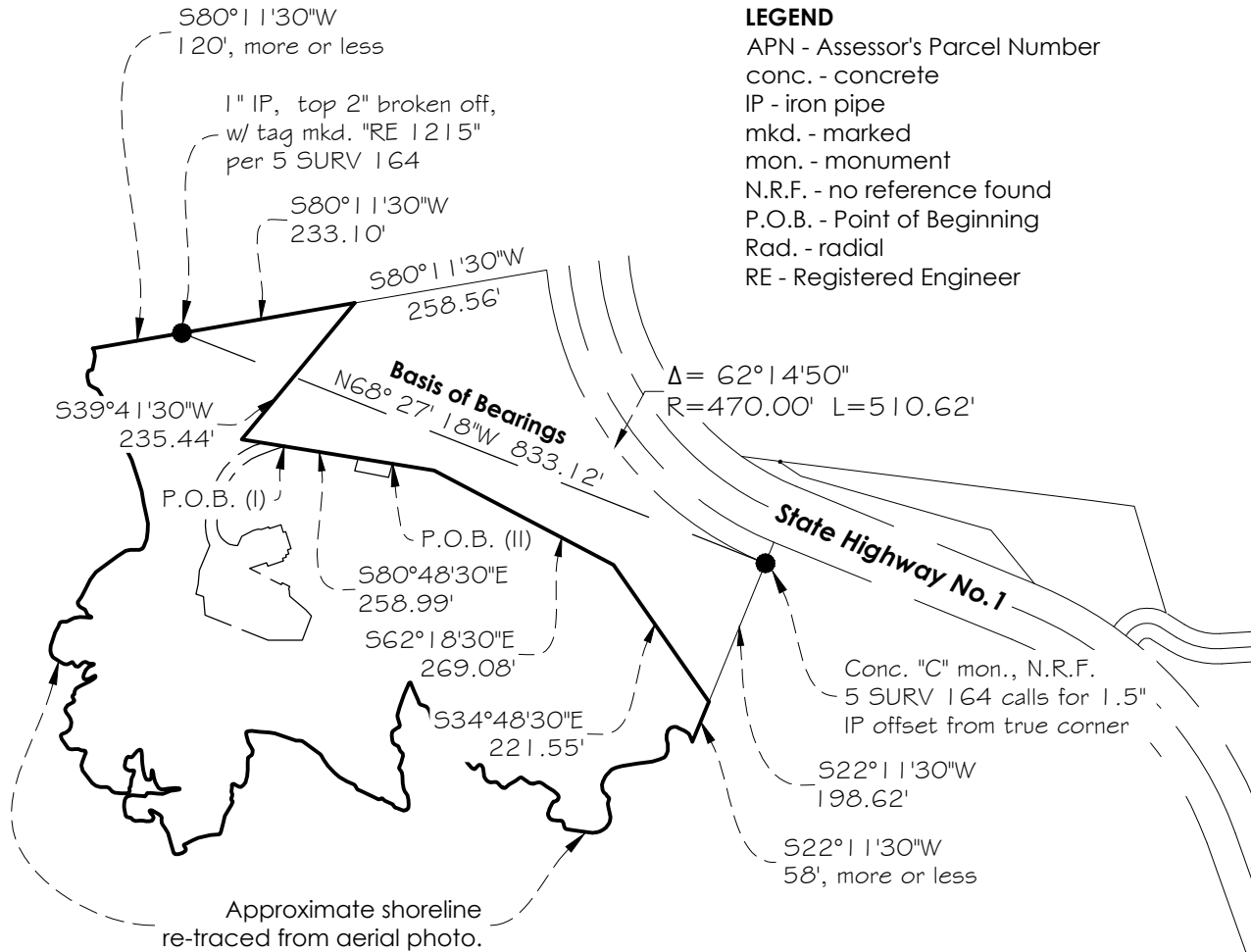
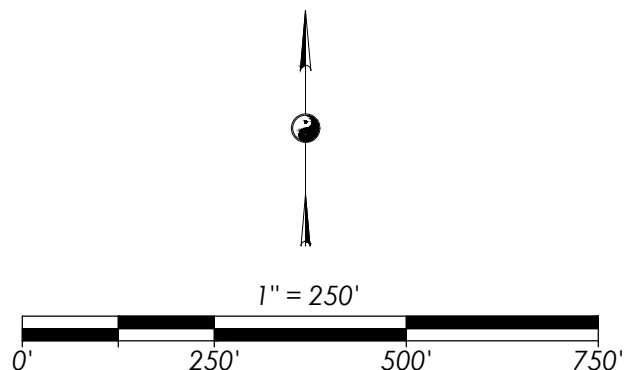


Exhibit B - Conservation Easement

Site Address: 39140 State Highway No. 1
APN: 418-121-051

November 18, 2022

RLS WO # 2020-093 Bixby Rock LLC Sheet 1 of 4



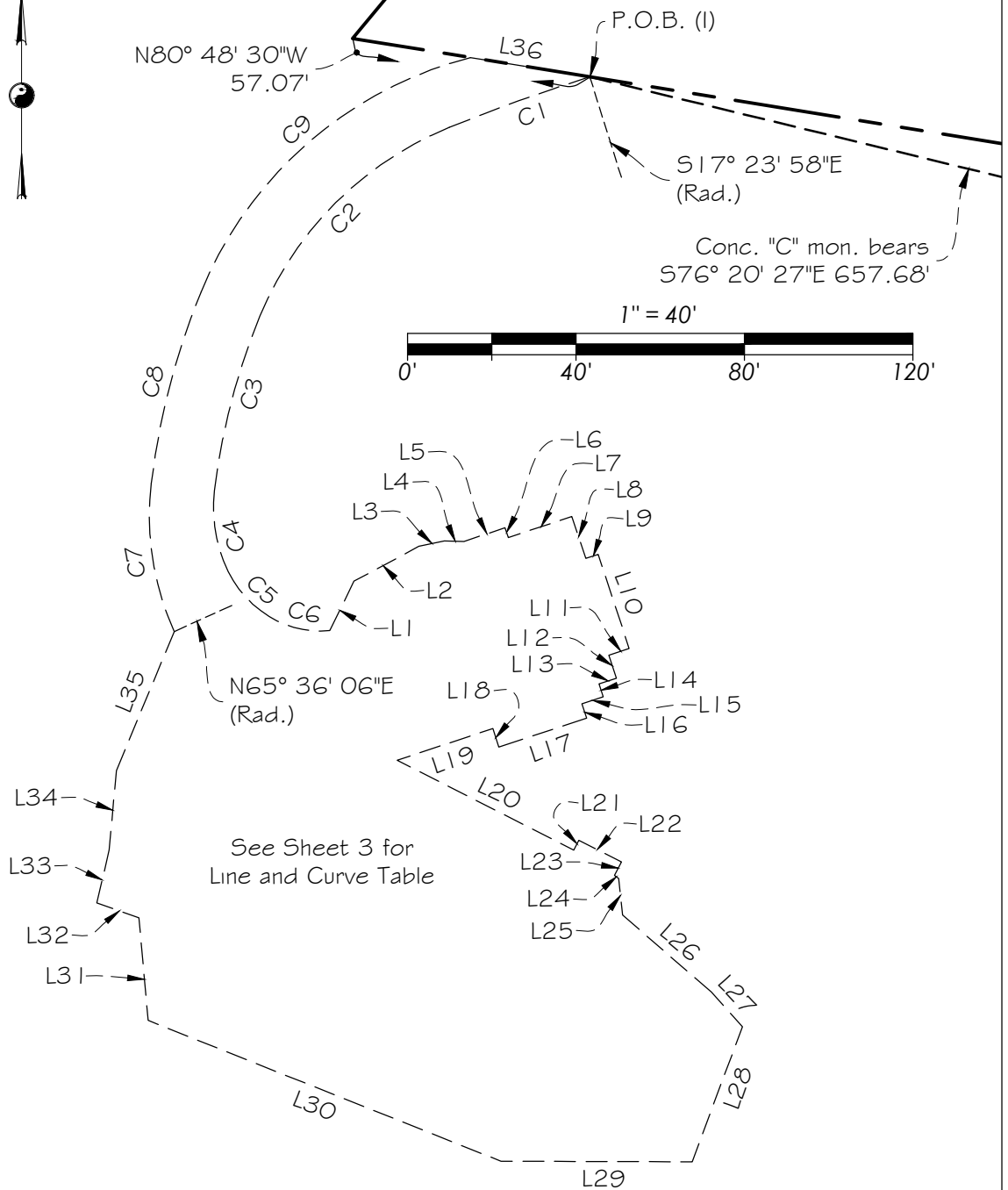


Exhibit B - Conservation Easement

Site Address: 39140 State Highway No. 1
APN: 418-121-051

November 18, 2022

Course Table

Line / Curve #	Radius	Bearing / Delta	Distance / Length
C1	427.41'	4°45'13"	35.46'
C2	82.13'	45°27'19"	65.16'
C3	158.01	15°35'50"	43.01'
C4	34.31	32°52'34"	19.68'
C5	25.97	32°16'11"	14.63'
C6	23.31	37°06'03"	15.10'
L1		N26° 02' 19"E	13.05'
L2		N61° 44' 41"E	17.47'
L3		N77° 49' 09"E	6.19'
L4		S88° 28' 11"E	4.66'
L5		N71° 43' 24"E	10.28'
L6		S18° 16' 36"E	2.42'
L7		N71° 43' 24"E	15.91'
L8		S18° 16' 36"E	10.50'
L9		N71° 43' 24"E	3.09'
L10		S18° 16' 36"E	23.51'
L11		S71° 43' 24"W	5.11'
L12		S18° 16' 36"E	5.75'
L13		S71° 43' 24"W	4.34'
L14		S18° 16' 36"E	3.24'
L15		S71° 43' 24"W	5.33'
L16		S18° 16' 36"E	3.54'
L17		S71° 43' 24"W	21.93'
L18		N18° 16' 36"W	4.61'
L19		S71° 43' 24"W	23.90'
L20		S62° 58' 57"E	47.06'
L21		N27° 01' 03"E	2.68'
L22		S62° 58' 57"E	11.32'
L23		S27° 01' 03"W	3.61'
L24		S53° 39' 15"E	1.25'
L25		S06° 04' 53"E	8.74'
L26		S49° 02' 55"E	27.87'
L27		S41° 55' 54"E	11.06'
L28		S20° 23' 11"W	34.21'
L29		N89° 51' 12"W	45.39'
L30		N68° 14' 51"W	90.24'
L31		N05° 06' 26"W	24.46'
L32		N70° 22' 33"W	10.61'
L33		N13° 11' 16"E	12.92'
L34		N05° 08' 13"E	18.87'
L35		N22° 35' 24"E	35.78'
C7	66.24'	31°11'34"	36.06'
C8	173.13'	15°35'50"	47.13'
C9	94.61'	53°12'42"	87.87'
L36		S80° 48' 30"E	28.72'

Exhibit B - Conservation Easement

Site Address: 39140 State Highway No. 1
APN: 418-121-051

November 18, 2022

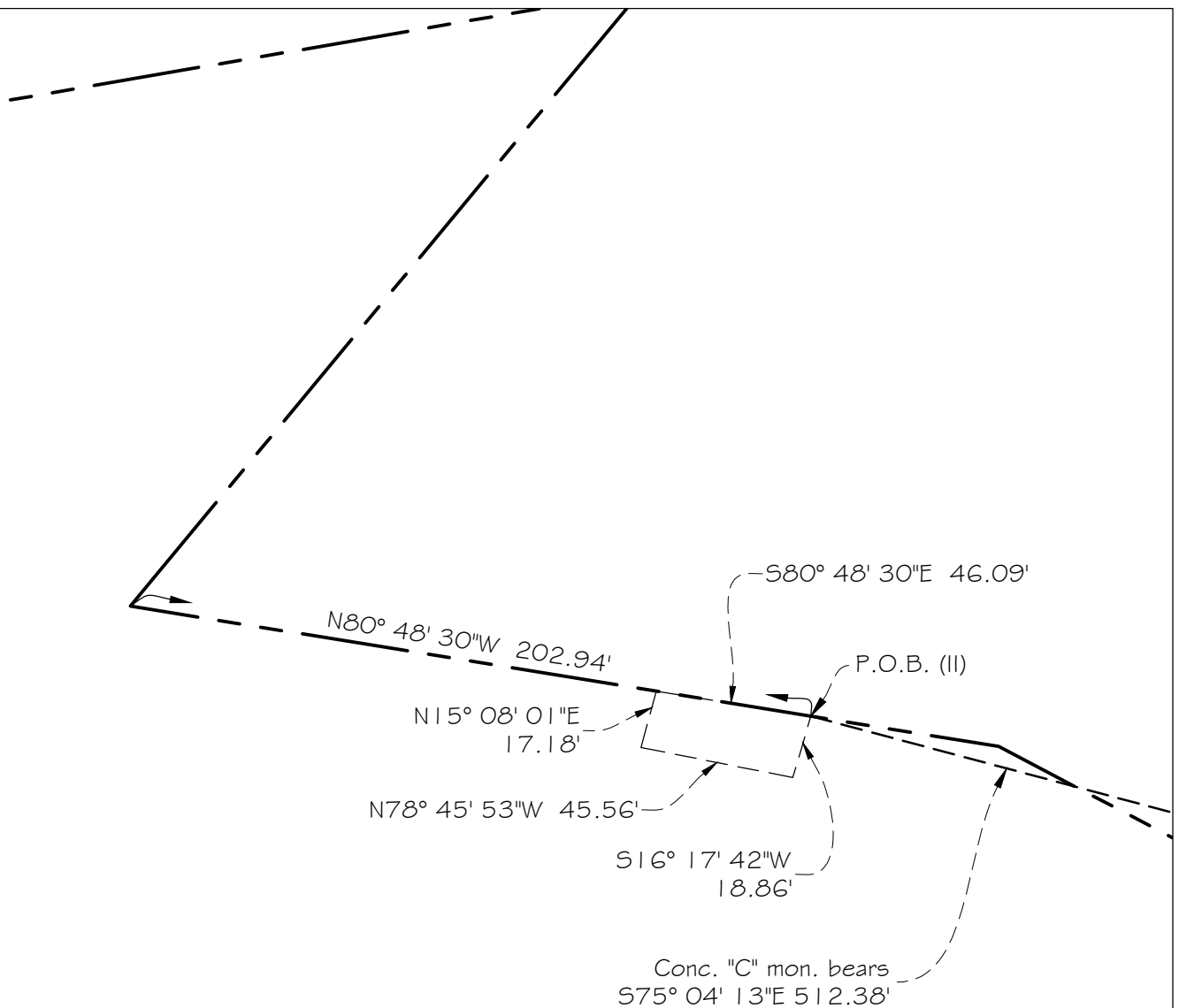


Exhibit B - Conservation Easement

Site Address: 39140 State Highway No. 1
APN: 418-121-051

November 18, 2022

RLS WO # 2020-093 Bixby Rock LLC

Sheet 4 of 4

