

Attorney

DOCUMENT: **9882398**



0009882398

Titles: 1 / Pages: 16

Fees....	53.00
Taxes...	
Other...	
AMT PAID	53.00

Recording requested by:

BRIAN FINEGAN

When recorded, mail copy to:

Monterey County Planning and
Building Inspection Department
Post Office Box 1208
Salinas, California 93902

**ARCHAEOLOGICAL/WETLANDS/CONSERVATION/
SCENIC EASEMENT DEED
(The Santa Lucia Preserve - Phase A)
(Combined Development Permit PC94-067)
(Conditions No. 37d and 124)
(Section 401 Certification Condition No. 5)**

THIS DEED made this 17th day of November,
1998, by and between RANCHO SAN CARLOS PARTNERSHIP, L.P., a
California limited partnership, as Grantor, and the COUNTY OF
MONTEREY, a political subdivision of the State of California, and
SANTA LUCIA CONSERVANCY, a California Nonprofit Public Benefit
Corporation, as Grantees;

WITNESSETH:

WHEREAS, the said Grantor is the owner in fee of the real
property described in Exhibit "A" attached and incorporated by
reference, situate in Monterey County, California (the "Subject
Property"); and

WHEREAS, a Combined Development Permit, Permit No. PC94-067 was granted on February 6, 1996, by the Monterey County Board of Supervisors pursuant to Resolution No. 96-060 for the development of a residential, recreational and open-space project known as The Santa Lucia Preserve on the lands of which the Subject Property is a part ("the Project"); and

WHEREAS, Combined Development Permit No. PC94-067 was subject to certain conditions of approval ("the Project Conditions") including but not limited to the following:

"37d. That an Archaeological/Scenic easement be conveyed to the County of Monterey over areas where significant archaeological resources are located. Archaeological/Scenic easement deed to be submitted to and approved by the Director of Planning and Building Inspection and recorded prior to filing of the final map."

"124. That a conservation easement be conveyed to the County of Monterey and the Santa Lucia Conservancy, or other qualified tax-exempt nonprofit organization approved by the County over those portions of the property where the slope exceeds 30 percent. Portions of the property for which a use permit for development on slopes in excess of 30% has been approved shall be excepted from the conservation easement. Conservation easement deed to be submitted to and approved by the Director of Planning and Building Inspection and recorded prior to filing of the final map."

WHEREAS, the Grantor and the Grantees agree that portions of the Subject Property contain certain sites with archaeological value, which sites are more particularly described in that certain Inventory of Prehistoric Cultural Resources and Preliminary Mitigation Plan for Rancho San Carlos (Archaeological Consulting,

February 18, 1994, on file with the Monterey County Planning and Building Inspection Department and incorporated by reference (the "Archaeological Sites"); and

WHEREAS, the Grantor and the Grantees desire to preserve and conserve for the public benefit the Archaeological Sites; and

WHEREAS, other portions of the Subject Property consist of lands where the slope exceeds 30% ("the 30% Slopes"); and

WHEREAS, the 30% Slopes (with the exception of those portions of the property already developed with existing roads, utilities or other structures and those portions of the property for which a use permit for development on slopes in excess of 30% has been approved) are described in Exhibit "B" attached hereto; and

WHEREAS, the 30% Slopes have certain natural scenic beauty and existing openness; and

WHEREAS, the Grantor and the Grantees 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 the 30% Slopes; and

WHEREAS, portions of the Subject Property consist of jurisdictional wetlands which wetlands are more particularly described in Exhibit "C" attached and incorporated by reference (the "Wetlands"); and

WHEREAS, the State Water Resources Control Board has granted conditional certification of the Project under Section 401 of the Clean Water Act; and

WHEREAS, said conditional certification was subject to certain

conditions including but not limited to the following:

"5. Wetlands not directly filled within the preserve boundaries shall be held in a conservation easement deeded in perpetuity to a holding entity."

WHEREAS, the Grantor and the Grantees desire to preserve and conserve for the public benefit the Wetlands referred to in said Condition No. 5; and

WHEREAS, the said Grantor is willing to grant to the County of Monterey and to the Santa Lucia Conservancy the conservation use as hereinafter expressed of the said Archaeological Sites and to protect the Archaeological Sites by the restricted use and enjoyment of the Archaeological Sites by the Grantor through the imposition of the conditions hereinafter expressed; and

WHEREAS, the said Grantor is willing to grant to the County of Monterey and to the Santa Lucia Conservancy the scenic use as hereinafter expressed of the 30% Slopes, and thereby protect the present scenic beauty and existing openness by the restricted use and enjoyment of the 30% Slopes by the Grantor through the imposition of the conditions hereinafter expressed; and

WHEREAS, the said Grantor is willing to grant to the County of Monterey and to the Santa Lucia Conservancy conservation easements over the Wetlands not directly filled;

NOW, THEREFORE, for and in consideration of the premises, the Grantor does hereby grant and convey unto the County of Monterey, a political subdivision of the State of California, and to the Santa Lucia Conservancy, a California Nonprofit Public Benefit

Corporation, jointly, as tenants in common, the following interests:

1. Archaeological Easement. An estate, interest, and archaeological easement in the Archaeological Sites 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 the Archaeological Sites by 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 Grantees, their successors and assigns to do and refrain from doing severally and collectively upon the Archaeological Sites the following acts:

1.1. That no structures will be placed or erected upon the Archaeological Sites, except in accordance with Section 1.6 below.

1.2. That no advertising of any kind or nature shall be located on or within the Archaeological Sites.

1.3. That the Grantor shall not plant nor permit to be planted any vegetation upon the Archaeological Sites except in accordance with plans approved by the Monterey County Planning and Building Inspection Department.

1.4. That, except for the maintenance of existing roads, fire breaks, agricultural and ranching facilities and public and private trails, the general topography of the Archaeological Sites shall be maintained in its present condition and no excavation (other than excavation carried out under the supervision of a

qualified archaeological consultant pursuant to the Project Conditions) or topographic changes shall be made, except in accordance with Section 1.6 below.

1.5. That no use of the Archaeological Sites which will or does materially alter the archaeological features of the Archaeological Sites other than those specified above shall be done or suffered.

1.6. That no building permit or grading permit for a road or any other structure shall be issued on the Archaeological Sites except as permitted under Permit Nos. 94-067 and 94-218.

1.7 The land of the Grantor hereinafter referred to and which the provisions of this Archaeological Easement apply is those portions of the land described in Exhibit "A" attached hereto more particularly described in that certain Inventory of Prehistoric Cultural Resources and Preliminary Mitigation Plan for Rancho San Carlos (Archaeological Consulting, February 18, 1994, on file with the Monterey County Planning and Building Inspection Department and incorporated by reference, and made a part hereof.

2. Wetlands Conservation Easement. An estate, interest, and conservation and scenic easement in the Wetlands 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 the Wetlands 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 Grantees, their successors

and assigns to do and refrain from doing severally and collectively upon the Wetlands the following acts:

2.1. That no structures will be placed or erected upon the Wetlands.

2.2. That the general topography of the landscape of the Wetlands shall be maintained in its present condition and no excavation or topographic changes shall be made.

2.3. That no use of the Wetlands which will or does materially alter the wetlands values of the Wetlands shall be done or suffered.

2.4. The Wetlands hereinabove referred to and to which the provisions of this Section 2 apply are situated in the County of Monterey, State of California, and are particularly described in Exhibit "C", attached hereto and made a part hereof.

3. Conservation and Scenic Easement. An estate, interest, and conservation and scenic easement in the 30% Slopes 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 the 30% Slopes 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 Grantees, their successors and assigns to do and refrain from doing severally and collectively upon the 30% Slopes the following acts:

3.1. That no structures will be placed or erected upon the 30% Slopes except the construction, operation and maintenance

of approved Project infrastructure, including roads, driveways, bridges, trails, camp sites, culverts, drainage and erosion control structures and facilities, which are exclusively accessory to and in accordance with the approved Project.

3.2. That no advertising of any kind or nature shall be located on or within the 30% Slopes except signs accessory to the approved Project, such as street, directional, warning, safety, informational and hiking signs.

3.3. That the Grantor shall not plant nor permit to be planted any vegetation upon the 30% Slopes except for the propagation, cultivation and transplantation of native plants and seeds for nursery development, habitat restoration and enhancement purposes exclusive to the Project, and the planting of such native plants for slope stabilization and erosion control purposes.

3.4. That, except for the construction, alteration, relocation and maintenance of approved Project infrastructure, including roads, driveways, bridges, public roads, public and private trails, utilities, culverts, drainage and erosion control structures and facilities, construction and maintenance of fuel breaks and fire-safe areas, all of which are exclusively accessory to permitted uses and in accordance Project Conditions, the general topography of the landscape of the 30% Slopes shall be maintained in its present condition and no excavation or topographic changes shall be made.

3.5. That no use of the 30% Slopes which will or does materially alter the landscape or other attractive scenic features

of the 30% Slopes other than those specified above shall be done or suffered.

3.6 The 30% Slopes hereinabove referred to and to which the provisions of this Section 3 apply are situated in the County of Monterey, State of California, and are particularly described in Exhibit "B", attached hereto and made a part hereof.

4. Exceptions and Reservations. Excepting and reserving to the Grantor:

4.1. The right to maintain all existing private roads, bridges, trails, fences, structures and other improvements upon the Subject Property, including facilities for agricultural production, ranching and fire protection.

4.2. The use and occupancy of the Subject Property not inconsistent with the conditions and restrictions herein imposed.

4.3. Land uses permitted, or reserved to the Grantor by this instrument shall be subject to a) the ordinances of the County of Monterey regulating the use of land; b) the covenants, conditions and restrictions contained in the Deed of Conservation Easement from Grantor to the Santa Lucia Conservancy and The Trust for Public Land recorded on NOVEMBER 24, 1998, as Document No. 9882397, Official Records of Monterey County, California; c) the covenants, conditions and restrictions regulating the use of Openlands as contained in the Declaration of Protective Restrictions for the Homelands and Openlands of the Santa Lucia Preserve recorded on NOVEMBER 24, 1998, as Document No. 9882399, Official Records of Monterey County, California; and d)

the covenants, conditions and restrictions regulating the use of Wildlands as contained in the Partnership Grant Deed from Grantor to the Santa Lucia Conservancy recorded on NOVEMBER 24, 1998, as Document No. 9882404, Official Records of Monterey County, California.

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


DATE: Nov. 17, 1998

RANCHO SAN CARLOS PARTNERSHIP, L.P.
A California Limited Partnership

By: Las Garzas Associates, L.P.,
A California Limited Partnership
Its: General Partner

By: Chamisal Developers, L.P.,
A California Limited Partnership
Its: General Partner

By: Pacific Union of Monterey, Inc.,
A California corporation
Its: General Partner

By: 
Thomas A. Gray
Its: President

By: WB/OLY San Carlos, L.L.C., a Delaware
Limited Liability Company
Its: General Partner

By: *James A. Gray*
Its: *Attorney-in-fact*
"Grantor"

ACCEPTANCE

SANTA LUCIA CONSERVANCY
A Nonprofit Corporation

By: *John B. Forth*
Its: *President*

And by *Don Wilcox*
Its: *Treasurer*

"Grantee"

This is to certify that the Easement Deed set forth above is hereby acknowledged by the Board Chair on behalf of the Monterey County Board of Supervisors pursuant to its action granting Combined Development Permit No. 94067 on February 6, 1996, and the Monterey County Board of Supervisors consents to recordation thereof by its duly authorized officer.

COUNTY OF MONTEREY

By: *Dave Poth*
Chair, Board of Supervisors

Attested By:

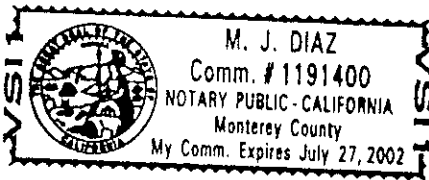
Date *11/24/98*

Anne Aric
Clerk of the Board of Supervisors

STATE OF CALIFORNIA)
) ss
COUNTY OF MONTEREY)

On this 17th day of November, 1998, before me, the undersigned, personally appeared Thomas A. Gray, personally known to me or 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.

Witness my hand and official seal.

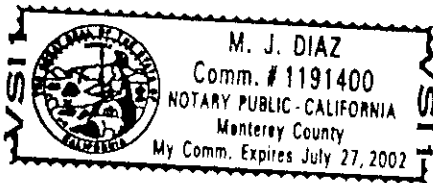


M. J. Diaz
Notary Public in and for the
State of California

STATE OF CALIFORNIA)
) ss
COUNTY OF MONTEREY)

On this 17th day of November, 1998, before me, the undersigned, personally appeared Thomas A. Gray, personally known to me or 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.

Witness my hand and official seal.

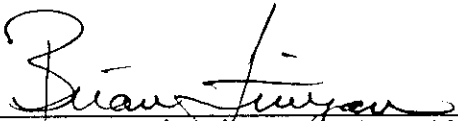


M. J. Diaz
Notary Public in and for the
State of California

STATE OF CALIFORNIA)
) ss
COUNTY OF MONTEREY)

On this 23rd day of November, 1998, before me, the undersigned, personally appeared JEFFREY B. FROKE and DON WILCOXON, personally known to me or 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.

Witness my hand and official seal



Notary Public in and for the
State of California

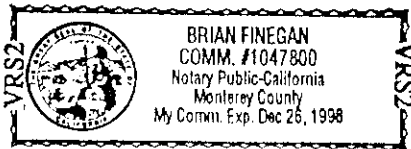
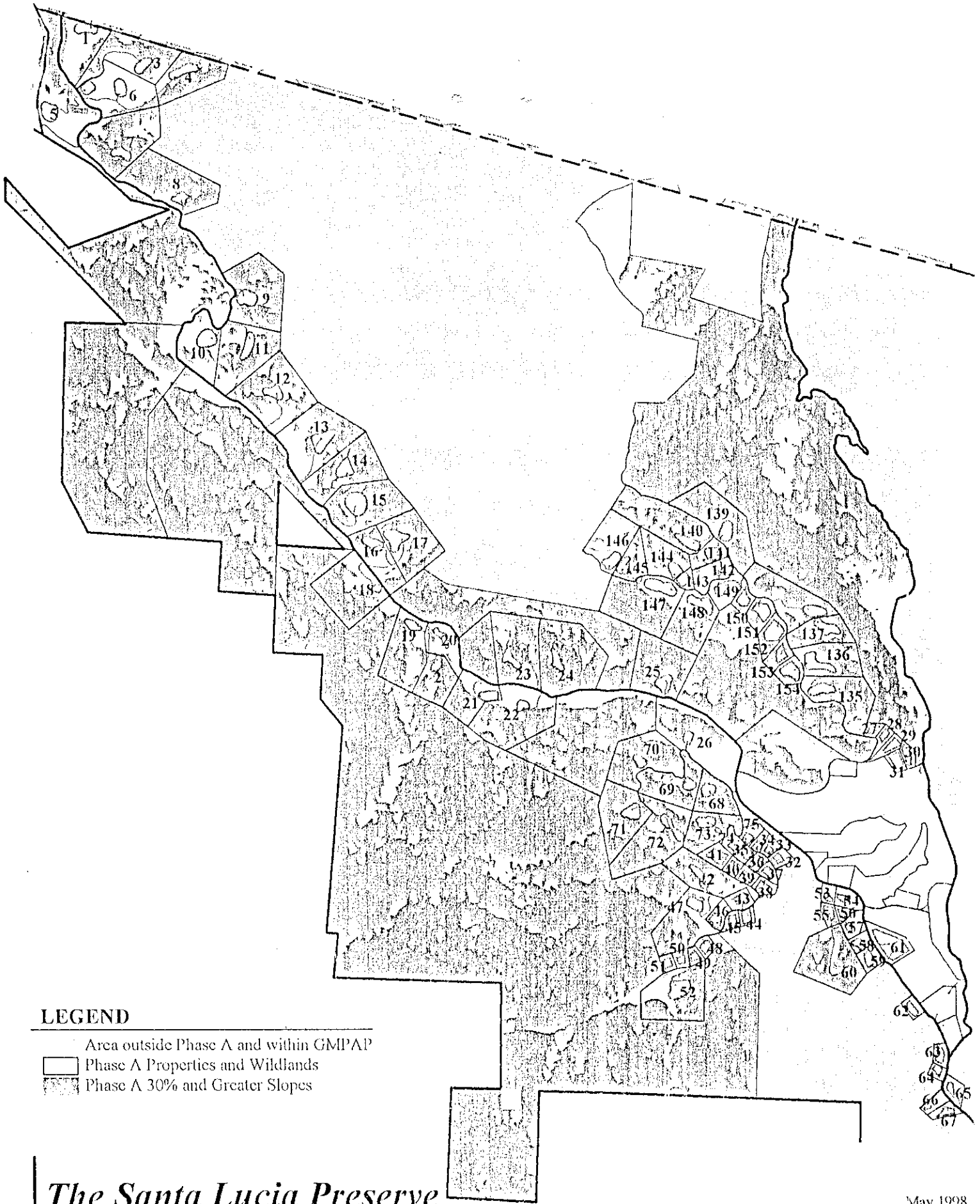





EXHIBIT "A"

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

Lots 1 through 75, inclusive; Lots 135 through 154, inclusive; and Lots 255 through 263, inclusive; and Parcels A, B, C, CC, D, DD, E, EE, F, G, H, I, K and M, all as shown on that certain subdivision map of Tract No. 1308, SANTA LUCIA PRESERVE PHASE A, recorded on NOVEMBER 24, 1998, in Volume 20 of Maps, "Cities and Towns", at page 8, Official Records of Monterey County, California.



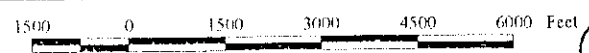
LEGEND

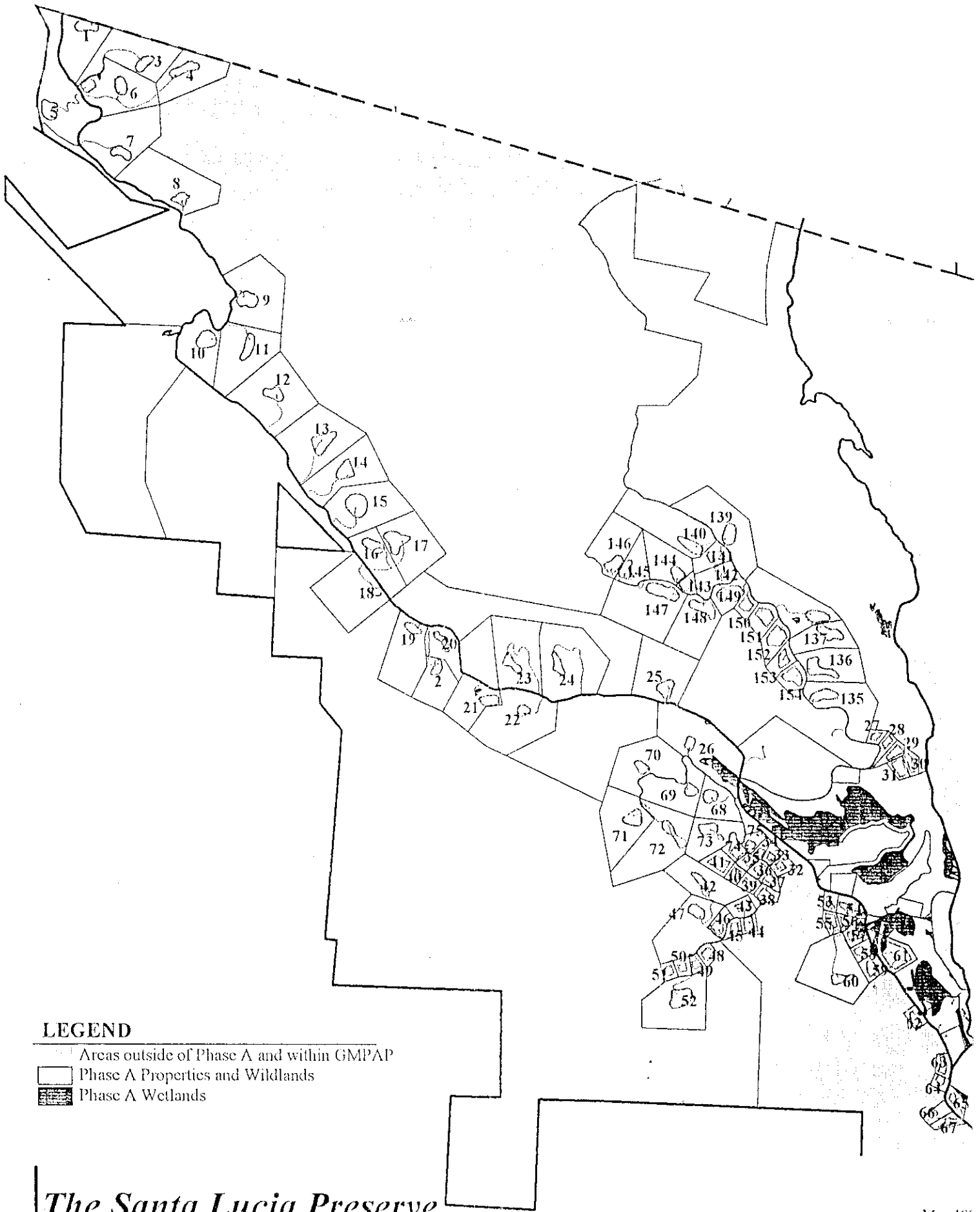
-  Area outside Phase A and within GMPAP
-  Phase A Properties and Wildlands
-  Phase A 30% and Greater Slopes

The Santa Lucia Preserve




Monterey, California

May 1998





LEGEND

-  Areas outside of Phase A and within GMPAP
-  Phase A Properties and Wildlands
-  Phase A Wetlands

The Santa Lucia Preserve

Monterey, California



May 199

EXHIBIT "C" ROBERT LAMB HART Planners and Architects



FIND OUT MORE AT...