

Stephen L. Vagnini
Monterey County Recorder
Recorded at the request of

RANJELIQUE
12/14/2009
13:28:23

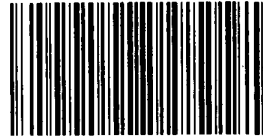
RECORDED AT THE REQUEST OF:

WHEN RECORDED, RETURN TO:

Santa Lucia Community Services District
One Rancho San Carlos Road
Carmel, CA 93923

First American Title

DOCUMENT: **2009079549**



Titles: 1/ Pages: 6

Fees.....	45.00
Taxes.....	
Other.....	4.00
AMT PAID	\$49.00

PARTNERSHIP GRANT DEED

(Reserved Rights in Deed of Conservation Easement - Animus)

The undersigned grantor declares:

Documentary transfer tax is -0-. No consideration paid. *Right to Easement*
 Unincorporated area

RECITALS

A. Grantor transferred certain real property pursuant to "DEED OF CONSERVATION EASEMENT" in Document No. 2000049858, Record Date 8/14/09 Official Records of Monterey County, California, pursuant to which Grantor retained certain Reserved Rights (the "Reserved Rights").

B. Grantor intends to transfer and grant certain of these Reserved Rights to Grantee.

GRANT

NOW, THEREFORE, for adequate consideration, the sufficiency of which is hereby acknowledged, RANCHO SAN CARLOS PARTNERSHIP, LP, a California limited partnership ("Grantor") hereby grants to the SANTA LUCIA COMMUNITY SERVICES DISTRICT, A California Special District, ("Grantee") the reserved rights contained in section 4a), 4b), 4d), 4e), 4f) and 4h) of the "DEED OF CONSERVATION EASEMENT" in Document No. 2000049858, Record Date 8/04/2000 Official Records of Monterey County, California Official Records of Monterey County, California, more particularly described as follows: *EXHIBIT A*

"4. Interests and Rights Reserved.

Grantor reserves to itself, and to its successors and assigns in title to the Property, all rights accruing from its ownership of the Property that are not inconsistent with the rights granted by this Easement, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement, which rights shall be exercised by Grantor and Grantor's successors in title to the Property in such a manner as reasonably to minimize damage to the Protected Values caused by such exercise and in such a manner as to best preserve and protect the Protected Values. Without limited the generality of the foregoing, the following rights are expressly reserved to Grantor:

a) **Approved Infrastructure and Accessory Uses.** The right to use and maintain existing dirt ranch roads located within the Openlands for public safety and emergency ingress and egress purposes; to develop, construct, install, improve, maintain, repair, relocate and replace approved public or private roads, driveways and bridges approved or required by the County of Monterey for ingress to and egress from the Homelands of the Santa Lucia Preserve, minor encroachments for landscaping and improvements (other than buildings) appurtenant and accessory to the Homelands of a Lot, drainage and flood control facilities, utilities (including, but not limited to, water wells, storage tanks, treatment facilities and pipelines), approved septic tank drainfields, pedestrian, hiking, bicycle and equestrian trails, fences, recreation and camping facilities, fuel management zones, firebreaks, and firesafe zones (hereinafter referred to as "Project Improvements") necessary or appropriate for the full development of the Property.

b) **Utilities.** The right to construct, maintain, repair and replace facilities for the conveyance of utility services, including but not limited to, water (including, but not limited to, water wells, storage tanks, treatment facilities and pipelines, sewer, natural gas, electricity and communications and appurtenances thereto approved or required by the County of Monterey for the approved use and development of the Preserve; and non-exclusive easements as necessary or appropriate over, under and across the Property for such facilities; provided, however that any domestic water wells and appurtenances constructed and maintained in connection with Preserve Infrastructure (i) shall be utilized only as part of the water system operated by the Santa Lucia Community Services District; (ii) the amount of groundwater withdrawn through such wells and appurtenances on the Property shall not exceed forty (40) acre feet in any calendar year or result in any significant adverse impact to the Property; and (iii) the construction, operation, maintenance, repair and replacement of such wells and necessary appurtenances on the Property shall be located and operated so as to maintain and not adversely affect the quiet and private enjoyment of the Property, and in no event shall be placed closer than 1,000 feet to any Homeland on the Property.

...

d) **Tree & Wood Removal.** The selective and limited removal of standing live trees due to the construction of infrastructure (roads, driveways, utilities, etc.) for the Property in accordance with the FMP, and selective and limited removal of downed trees and wood exclusive to use on the Property, provided that in all cases such removal does not increase erosion, sedimentation or adversely impact the protected Values in any potentially significant way and shall otherwise be in accordance with the RMP.

e) **Water Rights.** All right, title, and interest without limitation or restriction in and to tributary and non-tributary water, water rights (including, but not limited to riparian rights), and related interest in, on, under, or appurtenant to the Property,

provided that such water rights are exercised within the Preserve, are used in a manner consistent with the purpose of this Easement, and the exercise of such water rights and the use of the water does not preclude or adversely affect the Protected Values.

f) Equestrian Uses. Maintenance, raising breeding, boarding and keeping of horses and cattle, and the construction, maintenance and use of fencing, barns, paddocks, stalls, storage and other facilities appurtenant thereto, in accordance with the regulations and standards contained in the Rancho San Carlos Cattle Grazing and Livestock Management Plan as it shall be revised by Grantor and/or Grantee to permit such activity on the Property pursuant to the terms of the Purchase Agreement.

...
h) Uses Specified in Purchase Agreement. The use of the Property for equestrian use as Full-Time Sites as defined in the Declaration of Protective Restrictions for the Homelands and Openlands of the Santa Luca Preserve filed for record in the Office of Monterey County Recorder as Document No. 9885190 ("CC&R's"); helicopter flight over the Property for landing, storage and maintenance on the Homelands; and the right to use and maintain existing certified stock ponds on the Property for livestock watering and use incidental to livestock use."

Date: December 10, 2009

RANCHO SAN CARLOS PARTNERSHIP, LP
A California limited partnership

By: 
Don Wilcoxon

Its: Authorized Representative

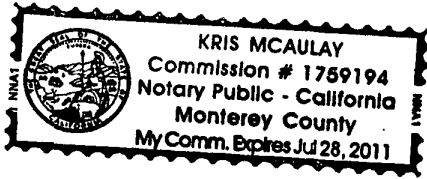
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Monterey

On 12/10/2009 before me, Kris McAulay, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Don Wilcoxon
Name(s) of Signer(s)

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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Partnership Grant Deed

Document Date: December 10, 2009 Number of Pages: 3

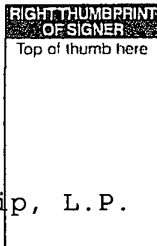
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Don Wilcoxon

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: Authorized

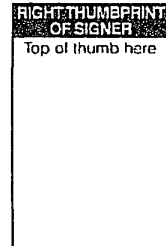
Representative
Signer Is Representing: Rancho San Carlos Partnership, L.P.



Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



2ND AMENDED

Order No. 175033-LG

Legal description:

EXHIBIT "A"

PARCEL I:

PARCEL ONE AS SHOWN AND DESIGNATED ON MAP FILED FOR RECORD JANUARY 6, 1994 IN VOLUME 18 OF SURVEYS AT PAGE 93, OFFICIAL RECORDS OF MONTEREY COUNTY, CALIFORNIA.

APN: 157-121-005 (portion)
157-131-008 (portion)

PARCEL II:

PARCEL 8A AS DESCRIBED IN A DEED FROM CARL H. ABBOTT, COMMISSIONER, TO GERALD F. HERMANN, ET AL DATED MAY 31, 1939 AND RECORDED IN VOLUME 620 OF OFFICIAL RECORDS AT PAGE 213 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

A PART OF THE RANCHO EL POTRERO DE SAN CARLOS, BEGINNING AT A 4" X 4" POST, MARKED NW8A, STANDING IN THE EASTERLY BOUNDARY OF THAT CERTAIN 552.03 ACRE TRACT CONVEYED BY RANCHO SAN CARLOS, INC. TO SIDNEY W. FISH ET UX BY DEED DATED JANUARY 27, 1933, RECORDED IN VOLUME 356 OF OFFICIAL RECORDS AT PAGE 228, RECORDS OF MONTEREY COUNTY, CALIFORNIA, FROM WHICH PATENT SURVEY CORNER SC NO. 5, OF THE RANCHO EL POTRERO DE SAN CARLOS BEARS S. 17° 37' 55" W., 2,377.3 FEET DISTANT, AND A 4" X 5" POST MARKED SFQ STANDING AT THE MOST SOUTHERLY CORNER OF THAT CERTAIN 150.00 ACRE TRACT OF LAND CONVEYED BY RANCHO SAN CARLOS, INC. TO SIDNEY W. FISH, BY DEED DATED MARCH 31, 1933, RECORDED IN VOLUME 361 OF OFFICIAL RECORDS AT PAGE 179, RECORDS OF MONTEREY COUNTY, CALIFORNIA BEARS N. 10° 08' 30" W., 1,356.2 FEET DISTANT; THENCE,

- (1) N. 79° 15' E., 715.3 FEET TO A 4" X 4" POST MARKED N8A; THENCE,
- (2) S. 45° 17' 40" E., 5,400.0 FEET; THENCE,
- (3) S. 44° 42' W., 828.0 FEET TO A 4" X 4" POST MARKED S8A, SWF, STANDING IN THE NORTHEASTERLY BOUNDARY OF THE ABOVE-MENTIONED 552.03 ACRE PARCEL; THENCE, ALONG THE NORTHEASTERLY BOUNDARY OF SAID 552.03 ACRE PARCEL WITH THE FOLLOWING 8 COURSES AND DISTANCES,
- (4) N. 75° 10' W., 307.00 FEET; THENCE,

2ND AMENDED

Order No. 175033-LG

LEGAL DESCRIPTION -- PAGE 2:

- (5) N. 24° 40' W., 608.0 FEET; THENCE,
- (6) S. 79° 05' W., 859.70 FEET; THENCE,
- (7) N. 52° 15' W., 1,819.50 FEET; THENCE,
- (8) N. 15° 35' W., 629.30 FEET; THENCE,
- (9) N. 68° 30' W., 568.10 FEET; THENCE,
- (10) N. 27° 45' W., 309.50 FEET; THENCE,
- (11) N. 10° 08' 30" W., 1,608.40 FEET TO THE POINT OF BEGINNING.

COURSES ALL TRUE.

APN: 157-131-002

Parcels I and II are commonly known as "The Animus".

END OF DOCUMENT

END OF DOCUMENT