

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

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

DOCUMENT: **2009079550**



Titles: 1/ Pages: 7

Fees....	48.00
Taxes...	
Other...	6.00
AMT PAID	\$54.00

PARTNERSHIP GRANT DEED
(Reserved Rights in Deed of Conservation Easement)

The undersigned grantor declares:

Documentary transfer tax is -0-. No consideration paid.

Right to Easement

[x] Unincorporated area

RECITALS

A. Grantor transferred certain real property pursuant to "Deed of Conservation Easement (The Openlands of the Santa Lucia Preserve)" in, Document No. 9882397, Record Date 11/24/1998; Document No. 9989940, Record Date 12/07/1999; Document No. 2000080516, Record Date 12/07/2000; Document No. 2000038665, Record Date 6/16/2000; Document No. 2000069605, Record Date 10/24/2000; Document No. 2001010858, Record Date 2/15/2001; Document No. 2005071049, Record Date 7/13/2005; Document No. 2003144994, Record Date 11/26/2003 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 4 a), 4 b), 4 d), and 4 e) of "Deed of Conservation Easement (The Openlands of the Santa Lucia Preserve)" in Document No. 9882397, Record Date 11/24/1998; Document No. 9989940, Record Date 12/07/1999; Document No. 2000080516, Record Date 12/07/2000; Document No. 2000038665, Record Date 6/16/2000; Document No. 2000069605, Record Date 10/24/2000; Document No. 2001010858, Record Date 2/15/2001; Document No. 2005071049, Record Date 7/13/2005; Document No. 2003144994, Record Date 11/26/2003 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 assignees, 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 Subject 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 interest in such a manner as reasonably to minimize damage to the Protected Values. Without limiting 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 Easement 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 fire-safe zones (hereinafter referred to as "Project Improvements") necessary or appropriate for the full development of the Settled Lands of the Santa Lucia Preserve in accordance with the Conditions of Approval.
- 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 Approved Project; and non-exclusive easements as necessary or appropriate over, under and across the Subject Property for such facilities.
-
- 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 Approved Project in accordance with the FMP and the Conditions of Approval, and selective and limited removal of downed trees and wood exclusive to use on the Approved Project, 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 interests in, on, under, or appurtenant to the Subject Property, provided that such water rights are exercised within the Approved Project, are used in a manner consistent with the purpose of this Easement and in compliance with the Conditions of Approval, and the exercise of such water rights

and the use of the water does not preclude or adversely affect the Protected Values."

Date: December 10, 2009

RANCHO SAN CARLOS PARTNERSHIP, LP
A California limited partnership

By: Don Wilcoxon
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

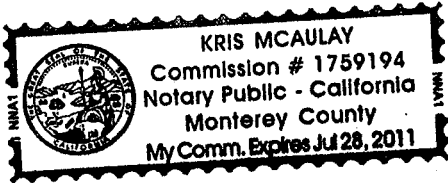
personally appeared Don Wilcoxon
Name(s) of Signer(s)

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 Kris McAulay
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

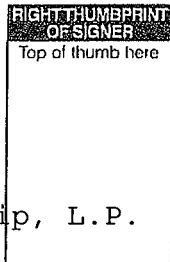
Signer(s) Other Than Named Above: _____

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: _____

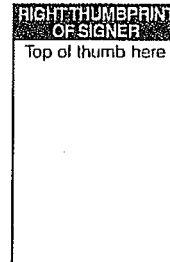


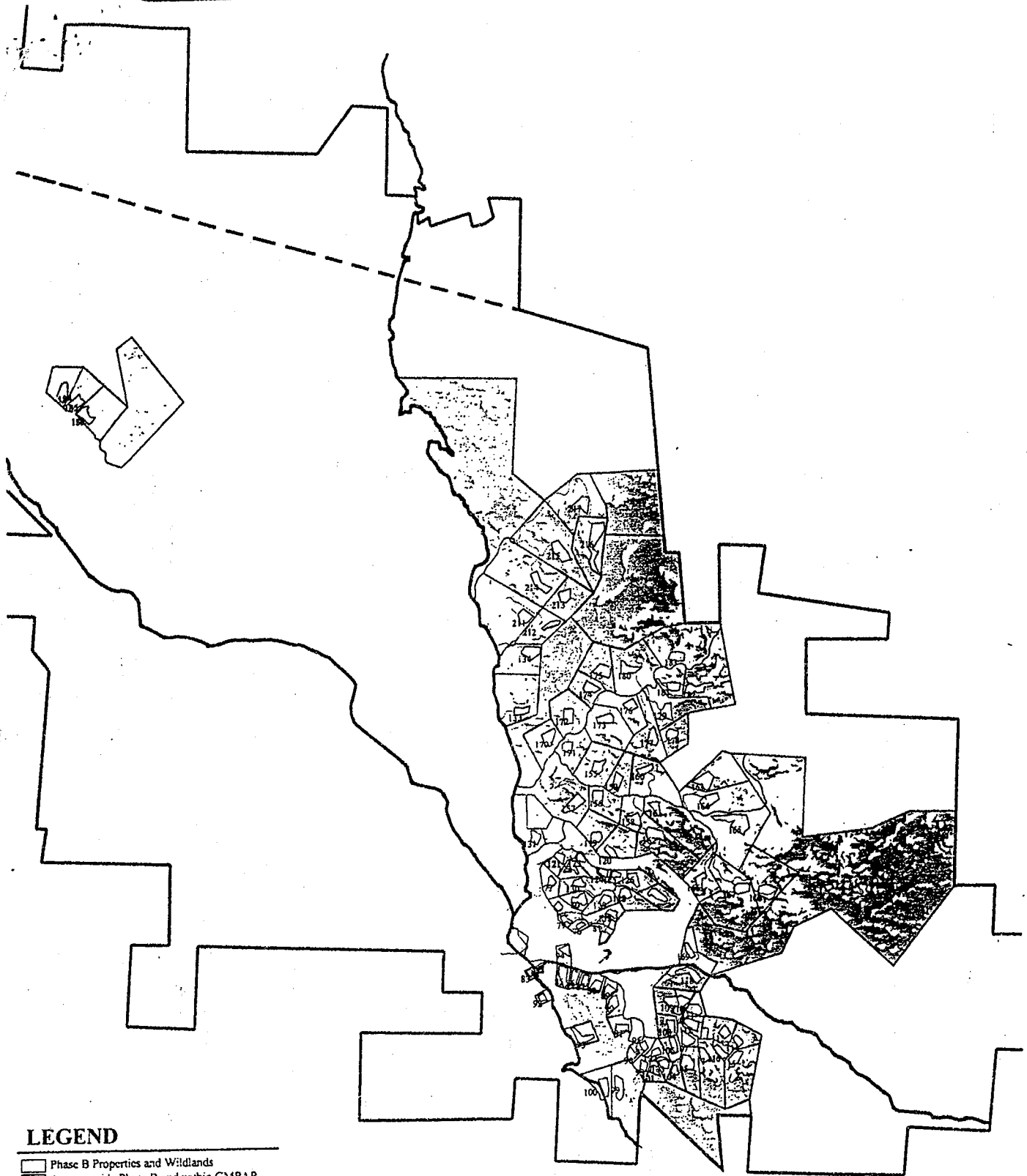
EXHIBIT "A"

That certain real property in the unincorporated area of Monterey County, California, described as follows:





Lots 76 through 134, inclusive, Lots 155 through 186, inclusive, Lots 211 through 217, inclusive, Lots 264 through 266, inclusive and Parcels GG, J, L, ^NO, P, T, and W as shown on the map of Tract No. 1333 "SANTA LUCIA PRESERVE PHASE B", filed for record DECEMBER 7, 1999, in Volume 20 of "Cities and Towns", at page 33, Official Records of Monterey County, California.

APN: 239-011-019 (portion)	417-041-001 (portion)
239-011-020 (portion)	417-041-002 (portion)
	417-041-003 (portion)
417-031-008	417-041-020
417-031-009 (portion)	
417-031-010 (portion)	
417-031-013 (portion)	

25X10
25X10



LEGEND

-  Phase B Properties and Wildlands
-  Areas outside Phase B and within GMPAP
-  Phase B Roads
-  Phase B 30% and Greater Slopes

The Santa Lucia Preserve

Monterey, California

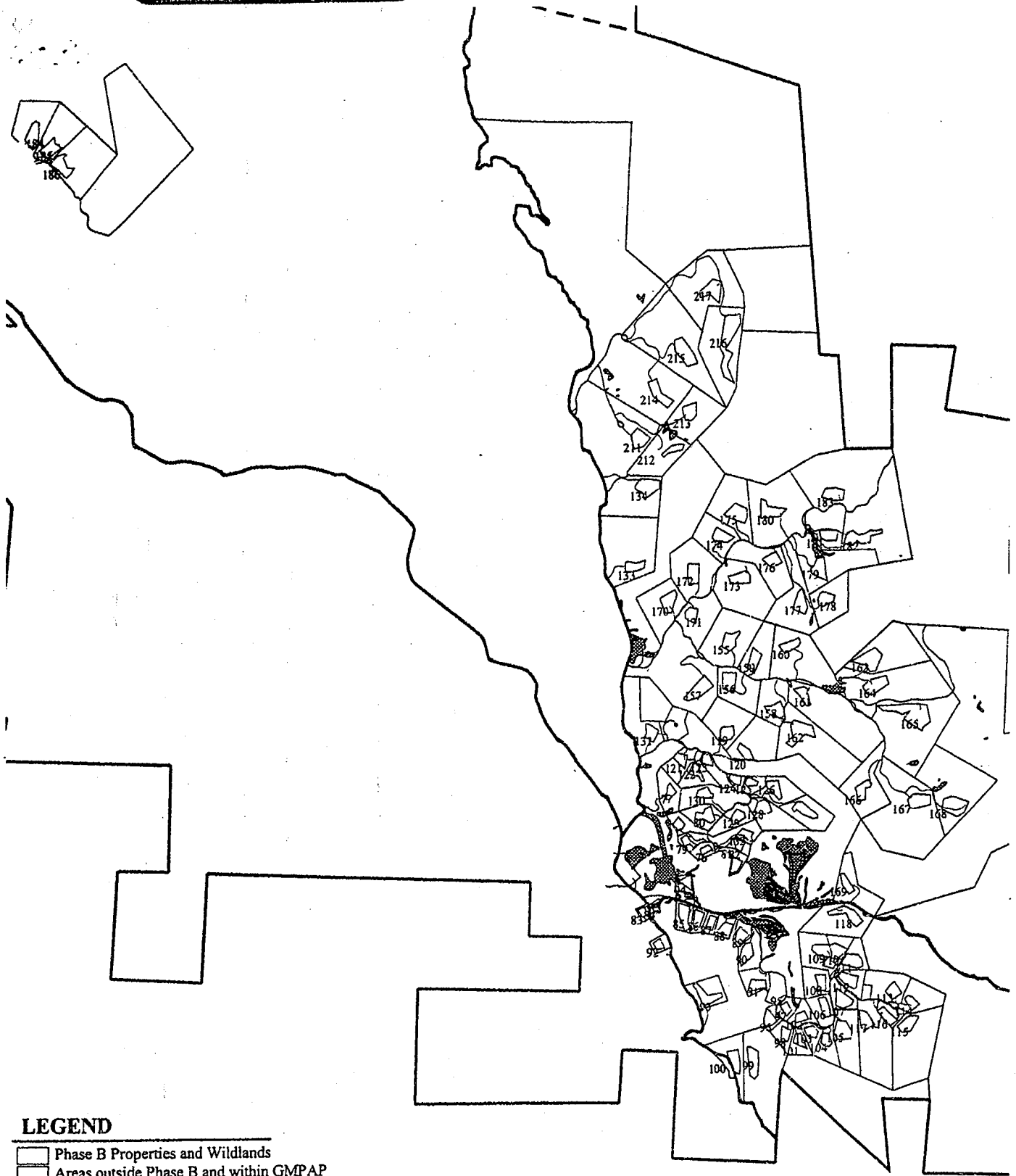
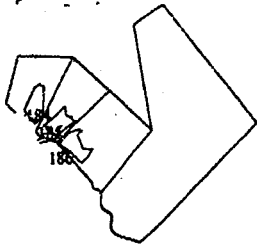
September 1999

0 4000 8000 Feet




HART | HOWERTON Planners and Architects



25X17



LEGEND

-  Phase B Properties and Wildlands
-  Areas outside Phase B and within GMPAP
-  Phase B Wetlands

The Santa Lucia Preserve

September 1999

Monterey, California



HART | HOWERTON Planners and Architects

END OF DOCUMENT
END OF DOCUMENT

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

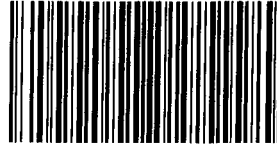
RANJELIQUE
12/14/2009
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RECORDED AT THE REQUEST OF:

WHEN RECORDED, RETURN TO:

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

DOCUMENT: **2009079546**



Titles: 1/ Pages: 5

Fees	42.00
Taxes	
Other	2.00
AMT PAID	\$44.00

PARTNERSHIP GRANT DEED
(Reserved Rights in the Wildlands of the Santa Lucia Preserve)

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 "Partnership Grant Deed (The Wildlands of the Santa Lucia Preserve)" in Document No.9989943, Record Date 12/07/1999; Document No. 2000069613, Record Date 10/24/2000; Document No. 2002053447, Record Date 6/05/2002; Document No. 2005071050, Record Date 7/13/2005; Document No. 2003144993, Record Date 11/26/2003 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 tot he SANTA LUCIA COMMUNITY SERVICES DISTRICT, a California Special District, ("Grantee") the reserved rights contained in section 3.1, 3.2, 3.3, 3.4, 3.4.1, 3.4.2, 3.4.3 and 3.6 of Document No. 9989943, Record Date 12/07/1999; Document No. 2000069613, Record Date 10/24/2000; Document No. 2002053447, Record Date 6/05/2002; Document No. 2005071050, Record Date 7/13/2005; Document No. 2003144993, Record Date 11/26/2003 Official Records of Monterey County, California Official Records of Monterey County, California, more particularly described as follows: *EXHIBIT A*

"3. Reserved Rights

RESERVING UNTO GRANTOR the following rights and interest in and to the Subject property, which rights shall not compromise the monitoring and enforcement authority of the Grantee and its successors in interest as provided herein, and which rights shall be

exercised by Grantor and Grantor's successors in interest 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:

3.1 Approved Infrastructure and Accessory Uses

The exclusive right to develop, construct, install, improve, maintain, repair, use, 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 and Rancholands of the Santa Lucia Preserve, drainage and flood control facilities, utilities, approved septic tank drainfields, pedestrian, hiking, bicycle and equestrian trails, recreation and camping facilities (hereinafter referred to as "Project Infrastructure"), and the non-exclusive right to construct, install, improve, maintain, repair, use, relocate and replace fences, fuel management zones, firebreaks, and fire-safe zones (hereinafter referred to as "accessory Uses"), all as necessary or appropriate for the full development of the Approved Project in accordance with the Conditions of Approval.

3.2 Utilities

The exclusive right to construct, maintain, repair, use 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 Approved Project; and non-exclusive easements as necessary or appropriate over, under and across the Subject Property for such facilities.

3.3 Removal of Natural Materials

The exclusive right to remove baserock and aggregate from Parcel K of the Subject Property exclusive to use on the Approved Project and limited to 425,000 cubic yards of material. Such removal shall be conducted in accordance with the grading permit issued by the County of Monterey, shall not have long-term, unmitigated, significant adverse impacts on the Protected Values, and the affected borrow, quarry or extraction site shall be restored at completion in accordance with the provisions of the approved Erosion and Sedimentation Control and Revegetation Plan (Bellinger & Foster Landscape Architects, 1998).

3.4 Tree & Wood Removal

The selective and limited removal of standing live trees due to the construction of infrastructure (roads, driveways, utilities, etc.) for the Project in accordance with the FMP and the Conditions of Approval, and selective and limited removal of downed trees and wood exclusive to use on the Approved Project, 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.

3.5 Water Rights

3.5.1 Except as specifically provided herein, all right, title and interest without limitation or restriction in and to water rights including, but not limited to,

tributary and non-tributary water, and specifically including the right to take and use water from Moore's Lake located on Parcel F for the beneficial uses on all or portions of the lands of the Santa Lucia Preserve as described in the Plan, and related water rights in, on, under, or appurtenant to the Subject Property, provided that such water rights are exercised within the Project and are used in compliance with the Conditions of Approval.

- 3.5.2 The exclusive right to construct, operate, maintain, repair and replace wells and necessary appurtenances (including, but not limited to, pumping stations, treatment and storage facilities, and pipelines) on the Subject Property for the purpose of providing domestic, irrigation and fire protection water for the permitted uses on the lands of the Santa Lucia Preserve as described in the Plan; and non-exclusive easements as necessary or appropriate over, under and across the Subject Property for such facilities, provided that such water rights are exercised in compliance with the Conditions of Approval.
- 3.5.3 Notwithstanding the provisions of Section 3.5.1 above, the following water rights appurtenant to the Subject Property are conveyed by this deed and not reserved therefrom: a) riparian rights which are hereby preserved in the Subject Property; b) rights to use and maintain existing certified stock ponds on the Subject Property for livestock watering use and use incidental to livestock use, subject to the provisions of Section 122 et seq. of the California Water Code; and c) the right to receive water service from the water system operated by the Santa Lucia Community Services District at no cost to Grantee.


...

3.7 Ranch Roads

The right to use and maintain existing dirt ranch roads located within the Subject Property for public safety and emergency ingress and egress purposes. "

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
Date

before me, Kris McAulay, Notary Public
Here Insert Name and Title of the Officer

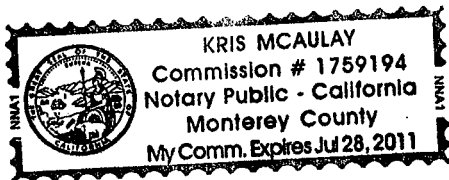
personally appeared Don Wilcoxon
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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 Kris McAulay
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

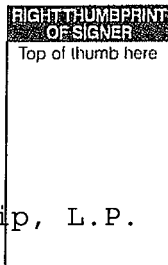
Signer(s) Other Than Named Above: _____

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: _____

