

Joseph F. Pitta
Monterey County Recorder
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2/15/2001
13:16:26

Recording requested by:

When recorded, mail copy to:

The Santa Lucia Conservancy
The Giles Building
591 Lighthouse Avenue, Suite 15
Pacific Grove, California 93950

DOCUMENT: 2001010859



2001010859

Titles: 1/ Pages: 15

Fees....	50.00
Taxes...	
Other...	15.00
AMT PAID	\$65.00

**ARCHAEOLOGICAL/WETLANDS/CONSERVATION/
SCENIC EASEMENT DEED
(The Santa Lucia Preserve - Phase D)**

THIS DEED made this 13TH day of FEBRUARY,
2001, by and between RANCHO SAN CARLOS PARTNERSHIP, L.P., a
California limited partnership, as Grantor, and SANTA LUCIA
CONSERVANCY, a California Nonprofit Public Benefit Corporation, as
Grantee;

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, the Grantor and the Grantee 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 Grantee 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 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 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 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 Grantor and the Grantee desire to preserve and conserve for the public benefit the Wetlands; and

WHEREAS, the said Grantor is willing to grant 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 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 Santa Lucia Conservancy conservation easements over the Wetlands;

NOW, THEREFORE, for and in consideration of the premises, the Grantor does hereby grant and convey unto the Santa Lucia Conservancy, a California Nonprofit Public Benefit Corporation, 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 Grantee, its 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 Grantee.

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 their 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.

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 Grantee, its 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 Grantee, its 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 infrastructure, including roads, driveways, bridges, trails, camp sites, culverts, drainage and erosion control structures and facilities, which have received the prior approval of the Grantee and the County of Monterey.

3.2. That no advertising of any kind or nature shall be located on or within the 30% Slopes except signs accessory to the development of the Santa Lucia Preserve project, such as street,

directional, warning, safety and informational 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 Santa Lucia Preserve 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 infrastructure, including roads, driveways, bridges, public roads, 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, 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.

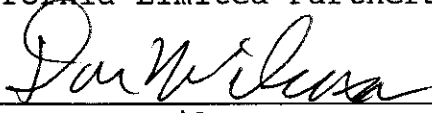
4.2. The use and occupancy of the Subject Property not inconsistent with the conditions and restrictions herein imposed.

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 recorded on Feb 15, 2001, as Document No. 2001010858, 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 re-recorded on December 4, 1998, as Document No. 9885190, Official Records of Monterey County, California.

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

DATE: February 13, 2001

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

By 

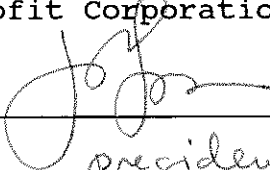
Don Wilcoxon

Its: Authorized Representative

"Grantor"

ACCEPTANCE

SANTA LUCIA CONSERVANCY
A Nonprofit Corporation

By 
Its president

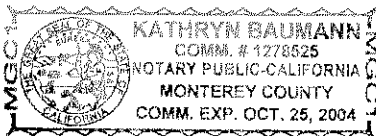
And by MARSH A. BLUM
Its Assistant Secretary

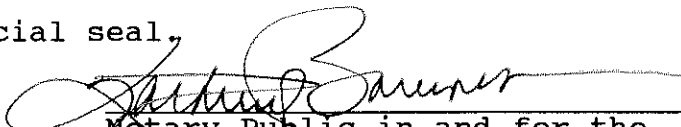
"Grantee"

STATE OF CALIFORNIA)
) ss
COUNTY OF MONTEREY)

On this 12th day of FEBRUARY, 2001, before me, the undersigned, personally appeared JEFFREY FROKE, 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.

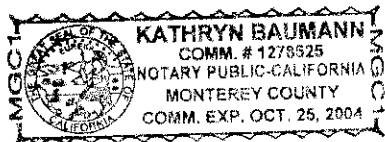



Notary Public in and for the
State of California

STATE OF CALIFORNIA)
) ss
COUNTY OF MONTEREY)

On this 12th day of FEBRUARY, 2001, before me, the undersigned, personally appeared MARK R. BLUM, 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.



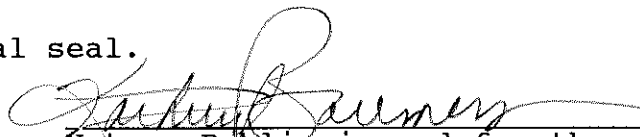

Notary Public in and for the
State of California

EXHIBIT "A"

Parcels D-1 through D-20, inclusive, as shown on the Record of Survey map filed for record on February 8, 2001, in Volume 24 of Survey Maps, at Page 55, Official Records of Monterey County, California, ("the Subject Property").

EXCEPTING THEREFROM that portion of Parcel D-20 lying easterly of the following described line:

BEGINNING at the southeast corner of Parcel D-18, as shown on said Record of Survey map; thence South 26°31'07" West, 1333.94 feet to a point on the northerly line of Rancho San Francisquito, and a corner of Parcel M of Tract No. 1308, Santa Lucia Preserve, Phase A, filed in Volume 20 of maps, Cities and Towns, at Page 8, official records of Monterey County, California, and the POINT OF TERMINUS of this description.

ALL-PURPOSE ACKNOWLEDGMENT

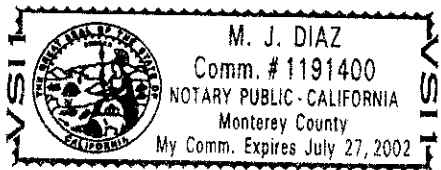
State of California

County of Monterey } ss.

On February 13th, 2001 before me, MJ DIAZ,
(DATE) (NOTARY)

personally appeared Don Wilcoxon
SIGNER(S)

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.

MJ Diaz
NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgment to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER
- _____ TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Archaeological/Wetlands/Conservation
Setback Easement Deed
TITLE OR TYPE OF DOCUMENT
(Ph. D)

19 + this acknowledgement
NUMBER OF PAGES

2/9/01
DATE OF DOCUMENT

OTHER _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

RIGHT THUMBPRINT
OF
SIGNER

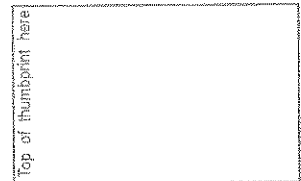
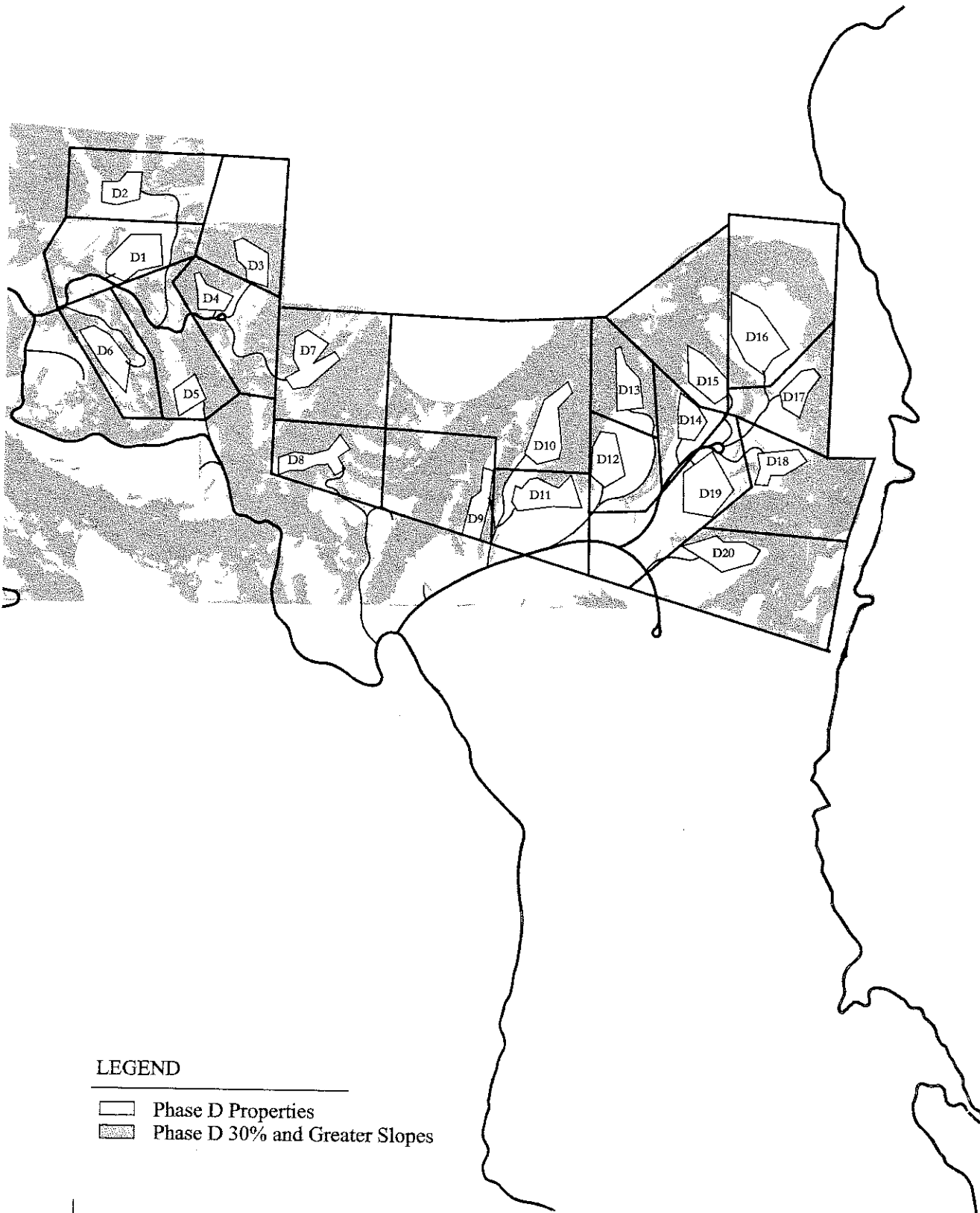




Exhibit B



LEGEND

-  Phase D Properties
-  Phase D 30% and Greater Slopes

THE SANTA LUCIA PRESERVE

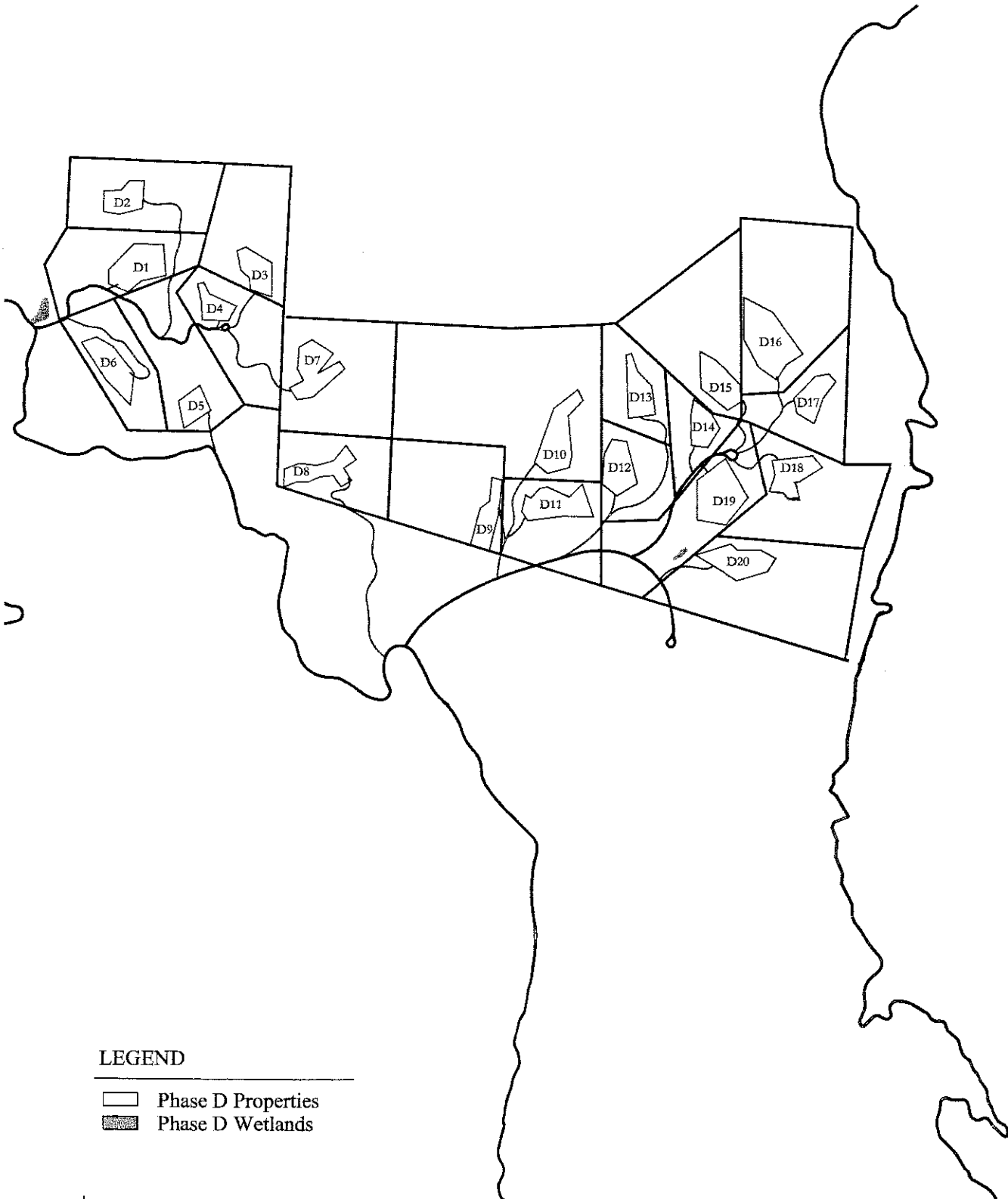
Monterey County, California



October 2000



Exhibit C



LEGEND

- Phase D Properties
- Phase D Wetlands

THE SANTA LUCIA PRESERVE

Monterey County, California

END OF DOCUMENT

0 1700 3400 6800'

October 2000

