

Recording Requested for the
Public Benefit by, and
When Recorded, Mail to:

Clerk, Board of Supervisors
P.O. Box 1728
Salinas, CA 93902

Bruce A. Reeves
Monterey County Recorder
Recorded at the request of
First American Title

CRCARMEN
7/09/1997
8:00:00

DOCUMENT: 9738325

Titles: 1 / Pages: 23



Fees..... 72.00
Taxes ..
Other...
AMT PAID 72.00

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THIS SPACE FOR RECORDER'S USE

DEED OF CONSERVATION AND SCENIC EASEMENT

This DEED OF CONSERVATION AND SCENIC EASEMENT is made this 4th day of June, 1997 by JAMES J. HILL, III, a married man ("Grantor" or "Owner" herein), and by the County of Monterey, a body politic ("County" or "Grantee" herein) with reference to the following facts and circumstances:

A. Grantor is the owner in fee of that certain real property situated in Monterey County, California, more particularly described in Exhibit "A", attached hereto and made a part hereof ("the servient tenement"). County has purchased a Conservation and Scenic Easement over a portion of the servient tenement, said portion being more particularly described in Exhibit "B", attached hereto and made a part hereof ("the Property"). All of the Property is deemed to be within the critical viewshed as defined herein.

B. County acquired said Conservation and Scenic Easement for the public benefit with funds obtained pursuant to the California Wildlife, Coastal, and Park Land Conservation Act (Public Resources Code § 5900 et seq., "the Act"), as part of County's implementation of critical viewshed policies of the Big Sur Coast Land Use Plan ("the Plan"), for the purpose of maintaining the Property as scenic open space in perpetuity.

C. On March 17, 1987, County's Board of Supervisors resolved by Resolution No. 87-151 that all lands purchased with funds obtained pursuant to the Act, and all lands from which or in which interests are purchased with funds obtained pursuant to the Act, shall have permanent irrevocable open space or conservation easements, deed restrictions, and/or other appropriate instruments recorded against said lands containing the following restrictions:

"All lands purchased with [the Act] monies, and all lands from which, or in which, interests have been purchased with these monies, shall remain as scenic open space in perpetuity and shall not be developed in any manner by any person or entity, public or private; except for those uses specified in the current certified Big Sur Coast [Land Use Plan], and with the exception that this prohibition on development shall not apply to Cal Trans projects which are essential to maintain Highway One for its existing use as a rural, two-lane, Scenic Highway."

"All lands purchased with [the Act] monies, and all lands from which, or in which, interests have been purchased with these monies, and all such interests, shall not be transferred to the United States Government, or any agency, subdivision or representative thereof by the County of Monterey, its representative, its successors in interest or assigns, or by any other person or entity, public or private."

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D. Owner desires to preserve and conserve for the public benefit the great natural scenic beauty and existing openness, natural condition, existing habitats, and existing state of use of the Property. Pursuant to critical viewshed and other appropriate policies of the Plan and objectives of the Act, Owner intends that the only public use of the Property authorized by this Deed of Conservation and Scenic Easement shall be to preserve the Property in its existing natural state in perpetuity for viewing from Highway One and other major public viewing areas specified in the Plan. Nothing in this Deed of Conservation and Scenic Easement shall be construed to restrict, require or authorize physical public access on or over the Property. The landowner reserves the right to deny or to permit public access, provided that any public access uses allowed shall be consistent with the Land Use Plan.

E. Pursuant to County Resolution No. 87-151 and expression of intent in the Act, Owner desires to ensure that the exceptional vistas of the Property as seen from Scenic Highway One along the Big Sur Coast will be preserved in a manner that ensures the continuation of existing state and local jurisdiction over the Big Sur area.

F. Owner intends that this Deed of Conservation and Scenic Easement is permanent and irrevocable and shall constitute enforceable restrictions.

G. Nothing in this Deed of Conservation and Scenic Easement is intended to or shall in any manner abrogate or interfere with any rights of record or prescriptive rights (if any there be) existing on the Property described in Exhibit "B", attached hereto.

NOW, THEREFORE, for a valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants, transfers and conveys, and County as Grantee hereby accepts from Grantor, a Deed of Conservation and Scenic Easement over the entire Property described in Exhibit B; and for himself, his heirs, assigns, and successors in interest, Grantor hereby covenants and agrees as set forth below:

A. COVENANTS

1. Except as provided for in paragraph 9, below, the Property shall remain as scenic open space in perpetuity and shall not be developed in any manner by any person or entity, public or private, with the sole exception that this prohibition on development shall not apply to the following specific exceptions expressly stated in this paragraph, which are:

a. Projects of the California State Department of Transportation which are essential to the maintenance of Highway One in its existing state as a rural, two-lane Scenic Highway.

b. Projects of the Monterey County Department of Public Works which are essential to the maintenance of, in their existing states, existing County improvements, including existing roads, bridges and utilities.

c. Projects of Owner which consist of structures essential for ranching or similar agricultural uses (including, but not limited to, fencing, water and irrigation facilities essential for range or stock management in association with ranching and grazing of existing or historic grazing land), private highway improvements or utilities coming within the exceptions contained in Land Use Plan Sections 3.2.5.B, C.2 and D, and projects essential to the maintenance of, in their existing states, all existing private developments, structures and utilities, including, but not limited to, existing uninhabited buildings, fences, roads, bridges and utilities.

d. Maintenance or replacement of existing development, structures and utilities associated with ranching and grazing of existing or historic grazing land.

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e. Continuation of the uses of the Property associated with ranching and grazing of existing and historic grazing land; provided, however, that this subparagraph shall not be construed to permit any new development which is not expressly permitted in another subparagraph of Paragraph 1 of this Deed of Conservation and Scenic Easement. The uses for ranching and grazing permitted hereunder shall include the broadest scope and intensity thereof which has historically occurred; provided, however, that all grazing shall be practiced in a manner consistent with Paragraph 5 of this Deed of Conservation and Scenic Easement.

f. Maintenance of all other existing development, structures and utilities, including inhabitable buildings; replacement in the same location of existing buildings and structures, provided that no such replacement shall increase the internal floor area of a structure by more than 10%; underground replacement of existing development, structures and utilities; and relocation of existing aboveground development, structures and utilities and the maintenance thereof, provided the relocated facilities are located as close as possible to their original location and are less visually intrusive on the viewshed than the existing facilities, specifically including, but not limited to, relocation of the existing access route to the Lighthouse State Park to an alternate location approved by Owner and the California Department of Parks and Recreation; construction and maintenance of new electrical power and telecommunications lines necessary for extending service to unserved areas, provided said power lines shall be installed in a manner consistent with maintaining the Property as scenic open space and in a manner sensitive to the protection of existing habitats; new development, structures and utilities installed underground in a manner which does not result in any permanent adverse alteration of the existing appearance of the critical viewshed.

g. Demolition and removal of existing development, structures, or utilities.

h. Restoration and/or stabilization of eroded or similarly adversely impacted land; provided, however, that said restoration and/or stabilization shall be performed in the least visually intrusive manner (consistent with maintaining the Property as critical viewshed land) which will accomplish its purpose.

i. Removal of invasive, nonindigenous plant species; and/or revegetating with indigenous species.

j. Management of annual and perennial grasses in conjunction with grazing and in conformance with Paragraph 5 of this Deed of Conservation and Scenic Easement.

k. Fire management measures which are required to be performed by an agency with enforcement jurisdiction; or other fire management practices which are in conformance with the purposes and provisions of the other paragraphs/subparagraphs of this Deed of Conservation and Scenic Easement, including but not limited to fire trails, cleaning, burning, herbicide spraying, and mowing.

l. Use of the Property for continued access to and in connection with the use and enjoyment of those portions of any properties not subject to this Deed of Conservation and Scenic Easement, including but not limited to the Lighthouse State Park and the servient tenement, in a manner and to the extent which is consistent with the Land Use Plan.

m. Projects of the Owner which consist of coastal dependent uses coming within the exceptions contained in Land Use Plan Sections 3.2.5.H.a., b., c. and d.

2. Except for the exceptions expressly stated in Paragraphs A.1.a.-m. of this Deed of Conservation and Scenic Easement, new structures will not be placed or constructed upon the Property, nor shall uninhabitable buildings or structures be converted to inhabitable buildings or structures.

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3. Except for the exceptions expressly stated in Paragraphs A.1.a.-m. of this Deed of Conservation and Scenic Easement, no use of the Property which will or does alter the landscape or other attractive scenic features of the Property shall be done or suffered. All other uses not constituting development as defined herein are expressly permitted hereunder.

4. Any development of the Property which may be permitted by Paragraphs A.1.a.-m. of this Deed of Conservation and Scenic Easement shall be subject to County's land use regulations and carried out in a manner sensitive to the use of the Property for preservation of scenic open space on the Property, and shall seek to minimize adverse impacts on these uses. Compliance with the applicable policies of the Land Use Plan, or any amendments thereto, shall be the test of compliance with this paragraph.

5. Where grazing is permitted by this Deed of Conservation and Scenic Easement, grazing must be conducted so as to preclude overgrazing resulting in soil erosion. Grazing shall be conclusively presumed to be consistent with this requirement if conducted in accordance with the "Guidelines for Residue Management on Annual Range", Leaflet 21327 of the Cooperative Extension of the Division of Agricultural Sciences, University of California, or subsequent or amended version of said Guidelines; provided, however, that deviation from the Guidelines in consideration of other factors shall not create any presumption of overgrazing.

6. The only public use of the Property authorized by this Deed of Conservation and Scenic Easement shall be to preserve the Property in its existing state in perpetuity, for viewing from Highway One and other major public viewing areas specifically named in Section 3.2.2.1 of the Land Use Plan. Nothing in this Deed of Conservation and Scenic Easement shall be construed to restrict, require or authorize physical public access on or over the Property. The landowner reserves the right to deny or to permit public access, provided that any public access uses allowed shall be consistent with the Land Use Plan.

7. Transfer Development Credits and/or other development rights acquired from or with the Property are hereby extinguished and may not be sold or otherwise transferred to any other person, entity or property.

8. The conservation and scenic easement acquired by the County in the Property shall not be sold or otherwise transferred to the United States Government, or any agency, subdivision or representative thereof.

9. If all or any portion of the Property upon which this Conservation and Scenic Easement has been imposed is sought to be condemned by governmental taking for public use, this Deed of Conservation and Scenic Easement shall terminate as of the time of the filing of any complaint in condemnation, but only as to the Property or any portion thereof or any right therein sought to be taken for public use, and the Owner shall be entitled to such compensation for the taking as the Owner would have been entitled to had the Property (or applicable portion thereof) not been burdened by this Deed of Conservation and Scenic Easement, subject to a credit in favor of the Condemnor for the allocable and adjusted amount of consideration paid to Owner by the County of Monterey for this Deed of Conservation and Scenic Easement over the Property or the portion thereof sought to be condemned. If less than all of the Property is sought to be condemned, then the percentage of the total consideration to be repaid shall be equivalent to the percentage which the area sought to be condemned comprises of the entire Property.

B. COVENANTS RUNNING WITH THE LAND

This Deed of Conservation and Scenic Easement shall run with and burden the Property, and all obligations, terms, conditions, and restrictions hereby imposed shall be deemed to be covenants and

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restrictions running with the land and shall be effective limitations on the use of the Property from the date of recordation of this document and shall bind and benefit the Owner and all of its heirs, successors in interest and assigns as owners of the Property.

C. ENFORCEMENT

Monterey County, Owner and/or any member of the public, or any group or organization thereof, may seek to enforce this Deed of Conservation and Scenic Easement.

D. SEVERABILITY

If any provision of this Deed of Conservation and Scenic Easement is held to be invalid or for any reason becomes unenforceable, no other provision shall thereby be affected or impaired.

E. DEFINITIONS

For the purposes of this Deed of Conservation and Scenic Easement the following definitions shall apply:

1. **Critical Viewshed** -- shall mean those lands so designated in the Land Use Plan which are visible from Scenic Highway One and other major public viewing areas specifically named in Section 3.2.2.1. of the Land Use Plan. Critical Viewshed shall not include those views of Pico Blanco specified in Section 3.8.4.4. of the Land Use Plan.

2. **Big Sur Coast Land Use Plan -- (the "Land Use Plan")** -- shall mean, except as otherwise specified herein, the Big Sur Coast Land Use Plan as certified by the California Coastal Commission on April 10, 1986, not including any amendments adopted thereto.

3. **Development** -- shall mean, on land, in or under water, the placement, construction or erection of any solid material or structure; discharge or disposal of any dredged material or of any gaseous, liquid, solid, or thermal waste; grading, removing, dredging, mining, or extraction of any materials; increase in the density or intensity of use of land, including, but not limited to, subdivision pursuant to the Subdivision Map Act (commencing with Section 66410 of the Government Code), and any other division of land, including lot splits; construction, reconstruction, demolition, or alteration of the size of any structure, including any facility of any private, public, or municipal utility; and the removal of significant vegetation.

4. **Existing** -- when applied to development(s) or other uses(s) shall mean, in existence as of the date this Deed of Conservation and Scenic Easement is executed by the Owner in fee of the Property.

5. **Interest acquired from, in or with the Property** -- the following examples are included for clarification but not by way of limitation: Transfer Development Credits are an interest which may be split off and acquired from the Property, or they may be acquired along with the Property; Deed of Conservation and Scenic Easement is an interest remaining with and acquired in the Property. Interest acquired may include, but not by way of limitation, Transfer of Development Credit, development rights, conservation and scenic easement, leasehold, and other interests.

6. **Less visually intrusive** -- shall be determined by the Director of Planning and Building Inspection for the County, acting in his official capacity. Any determination by the Director that new or proposed development is more visually intrusive than former development shall be subject to appeal to the Board of Supervisors of the County.

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7. Maintenance -- shall include repair and replacement, provided that the replacement shall be no more than 10% larger than the existing development at the effective date of this instrument; structures or utilities to be replaced shall be substantially the same as, and shall not be more visually intrusive on the Critical Viewshed than, the development, structure or utilities being replaced.

8. Owner -- shall mean the owner in fee of the Property.

9. The Property -- shall include, the real property described in Exhibit "B", and any interest(s) purchased therefrom, therein or therewith with funds obtained pursuant to the Act.

10. Structure -- shall include, but is not limited to, any: building, road, trail, parking lot, sign, pipe, flume, conduit, siphon, aqueduct, fence, telephone line, cable television line, and electrical power transmission and distribution line.

11. Utilities -- shall be limited to the following: electrical power lines, telecommunication lines and facilities, cable television lines and facilities, water systems and water system components, gas lines, sewerage and septic disposal lines and systems.

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Executed by the Grantor this 4th day of June, 1997, at Monterey, Monterey County, California.

[Signature]
JAMES J. HILL, III

Accepted by the Grantee this 3rd day of July, 1997, at Salinas, Monterey County, California.

COUNTY OF MONTEREY

By [Signature]
Chair, Board of Supervisors

ATTEST:

[Signature]
Clerk of said Board
Dated: 7/3/97

ACKNOWLEDGMENTS

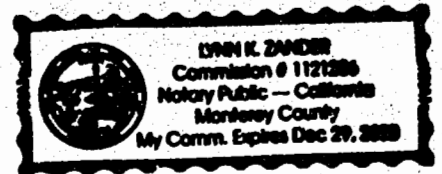
STATE OF CALIFORNIA)
) ss.
COUNTY OF MONTEREY)

On June 4, 1997, before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES J. HILL, III, known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) (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.

WITNESS my hand and official seal.

Signature [Signature]

(Seal)



STATE OF CALIFORNIA
COUNTY OF MONTEREY

)
ss

REEL 3541 PAGE 914

On this 3rd day of July, 19 97, before me, Ernest K. Morishita, clerk of the Board of Supervisors, in and for said County and State, personally appeared SIMON SALINAS known to me to be the Chairperson of said 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 political subdivision, and acknowledged to me that such County of Monterey executed the same.

ERNEST K. MORISHITA, Clerk of the Board
of Supervisors of Monterey County, State
of California

By: Anne Arii
Anne Arii Deputy Clerk

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STATE OF CALIFORNIA)
) ss.
COUNTY OF MONTEREY)

On _____, 1997, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, 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.

Signature _____ (Seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF MONTEREY)

On _____, 1997, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, 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.

Signature _____ (Seal)

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EXHIBIT B: DESCRIPTION OF CONSERVATION AND SCENIC EASEMENT

LEGAL DESCRIPTION:

CONSERVATION AND SCENIC EASEMENT:

ALL OF THAT PORTION OF THAT CERTAIN REAL PROPERTY AS DESCRIBED IN A GRANT DEED FROM OLD CALIFORNIA TITLE COMPANY, A CALIFORNIA CORPORATION, TO JAMES J. HILL, III, RECORDED NOVEMBER 21, 1984, IN REEL 1788, PAGE 606, OFFICIAL RECORDS, COUNTY OF MONTEREY, CALIFORNIA, LYING WESTERLY OF THE FOLLOWING LINE, DESCRIBED HEREIN AS TWO SEGMENTS WITH A COMMON POINT OF BEGINNING, THE BASIS OF BEARINGS AND COORDINATE VALUES OF SAID LINE BEING THE MERIDIAN OF THE CALIFORNIA COORDINATE SYSTEM OF 1983, ZONE 4, THE AVERAGE CONVERSION FACTOR OF GRID DISTANCES TO GROUND DISTANCES BEING 1.00004518.

SEGMENT ONE (TO SOUTH)

BEGINNING AT A POINT IN PARCEL I AS SAID PARCEL IS DESCRIBED AND SO DESIGNATED IN THE AFOREMENTIONED GRANT DEED, SAID POINT OF BEGINNING HAVING CALIFORNIA STATE PLANE COORDINATES OF NORTHING: 2,013,031.94 FEET AND EASTING: 5,715,387.46 FEET, LYING DISTANT S 71° 42' 01" E, 6,730.63 FEET FROM UNITED STATES GEODETIC SURVEY (U.S.G.S.) STATION "VENTURA" AND DISTANT N 10° 37' 34" W 15,044.39 FEET FROM U.S.G.S. STATION "MOLERA"; THENCE FROM SAID POINT OF BEGINNING

1. SOUTH 26° 49' 40" EAST 356.89 FEET; THENCE
2. SOUTH 06° 02' 44" EAST 1657.21 FEET; THENCE
3. SOUTH 20° 02' 23" EAST 395.52 FEET; THENCE
4. SOUTH 4° 20' 59" WEST 158.28 FEET; THENCE
5. NORTH 67° 07' 13" WEST 297.52 FEET; THENCE
6. SOUTH 17° 08' 44" WEST 270.00 FEET; THENCE
7. SOUTH 1° 32' 00" WEST 146.12 FEET; THENCE
8. SOUTH 47° 50' 08" EAST 88.10 FEET; THENCE
9. SOUTH 29° 43' 51" EAST 77.69 FEET; THENCE
10. SOUTH 7° 51' 05" WEST 353.64 FEET; THENCE
11. SOUTH 3° 57' 48" WEST 361.80 FEET; THENCE

EXHIBIT B

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LEGAL DESCRIPTION -- PAGE 2:

12. NORTH 36° 26' 34" EAST 259.94 FEET; THENCE
13. NORTH 41° 25' 21" EAST 673.68 FEET; THENCE
14. NORTH 33° 49' 00" EAST 456.86 FEET; THENCE
15. SOUTH 73° 47' 29" EAST 375.58 FEET; THENCE
16. SOUTH 66° 30' 54" EAST 812.62 FEET; THENCE
17. SOUTH 1° 03' 59" EAST 2142.81 FEET; THENCE
18. SOUTH 25° 31' 54" EAST 294.84 FEET; THENCE
19. NORTH 82° 03' 41" EAST 346.53 FEET; THENCE
20. NORTH 2° 38' 09" EAST 845.02 FEET; THENCE
21. NORTH 12° 33' 31" EAST 243.61 FEET; THENCE
22. NORTH 67° 05' 20" EAST 578.57 FEET; THENCE
23. SOUTH 84° 21' 26" EAST 365.42 FEET; THENCE
24. NORTH 89° 02' 03" EAST 404.00 FEET TO A POINT DISTANT NORTH 06° 28' 49" EAST 10,815.95 FEET FROM SAID U.S.G.S. STATION "MOLERA"; THENCE
25. NORTH 72° 47' 15" EAST 880 FEET MORE OR LESS TO THE EASTERLY BOUNDARY LINE OF SAID PARCEL I; THENCE SOUTHWESTERLY ALONG SAID EASTERLY BOUNDARY LINE 6,080 FEET, MORE OR LESS, TO THE WESTERLY SIDELINE OF CALIFORNIA STATE HIGHWAY NO. 1; THENCE SOUTHEASTERLY ALONG SAID WESTERLY SIDELINE TO THE EASTERLY BOUNDARY LINE OF PARCEL NUMBERED II (2) AS SAID PARCEL IS DESCRIBED AND SO DESIGNATED IN THE AFOREMENTIONED GRANT DEED; THENCE SOUTHERLY ALONG SAID EASTERLY BOUNDARY LINE, TO THE POINT OF MEAN HIGH TIDE.

SEGMENT TWO (TO NORTH)

BEGINNING AT THE POINT PREVIOUSLY DESCRIBED HEREIN AS THE POINT OF BEGINNING OF SEGMENT ONE; THENCE NORTHERLY FROM SAID POINT OF BEGINNING

1. NORTH 09° 06' 48" EAST 459.56 FEET; THENCE

EXHIBIT B

Page 2 of 4

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LEGAL DESCRIPTION -- PAGE 3:

2. NORTH 71° 00' 29" EAST 287.92 FEET; THENCE
3. NORTH 20° 40' 41" EAST 683.82 FEET; THENCE
4. NORTH 8° 23' 37" EAST 261.76 FEET; THENCE
5. NORTH 74° 00' 00" EAST 780.00 FEET; THENCE
6. NORTH 32° 52' 08" WEST 2085.19 FEET; THENCE
7. NORTH 7° 11' 30" EAST 934.53 FEET; THENCE
8. NORTH 21° 10' 00" WEST 710.00 FEET; THENCE
9. SOUTH 66° 00' 00" WEST 1450.00 FEET; THENCE
10. NORTH 66° 30' 00" WEST 1299.87 FEET; THENCE
11. NORTH 11° 10' 00" WEST 911.06 FEET; THENCE
12. NORTH 56° 45' 00" EAST 1930.00 FEET; THENCE
13. NORTH 37° 05' 16" WEST 245.59 FEET; THENCE
14. SOUTH 84° 59' 27" WEST 1060.51 FEET; THENCE
15. NORTH 35° 38' 33" WEST 101.68 FEET; THENCE
16. NORTH 29° 33' 26" EAST 261.47 FEET; THENCE
17. NORTH 74° 16' 38" EAST 442.42 FEET; THENCE
18. NORTH 54° 40' 40" EAST 557.46 FEET; THENCE
19. NORTH 12° 22' 43" WEST 233.15 FEET; THENCE
20. SOUTH 86° 40' 34" WEST 375.30 FEET; THENCE
21. NORTH 39° 42' 58" WEST 257.69 FEET; THENCE
22. SOUTH 75° 02' 29" WEST 216.84 FEET; THENCE
23. SOUTH 49° 23' 16" WEST 317.02 FEET; THENCE

LEGAL DESCRIPTION – PAGE 4:

24. NORTH 34° 35' 19" WEST 202.53 FEET TO A POINT DISTANT NORTH 34° 01' 36" EAST 7,159.03 FEET FROM SAID U.S.G.S. STATION "VENTURA"; THENCE

25. NORTH 16° 19' 03" WEST 432 FEET, MORE OR LESS TO THE NORTH LINE OF PARCEL VIII, AS SAID PARCEL IS DESCRIBED IN SAID GRANT DEED.

EXCEPTING THEREFROM THAT UNDIVIDED 1/20 INTEREST IN FEE SIMPLE IN AND TO THAT CERTAIN TRACT DESIGNATED AS "PARCEL III" IN SAID REEL 1788, PAGE 606 OF OFFICIAL RECORDS, MONTEREY COUNTY.

EXHIBIT B

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

APPROVE ACQUISITION OF A)
SCENIC CONSERVATION)
EASEMENT FOR PROPERTY IN)
THE CRITICAL VIEWSHED OF)
BIG SUR - EL SUR RANCH)

Upon motion of Supervisor Karas, seconded by Supervisor
Pennycook, and carried by those members present, the Board does
hereby

1. Utilize Proposition 70 funds from the Big Sur Preservation Trust Fund budgeted in Fund 5, Budget Unit 289, Line Item 6700 Land Acquisition, to approve the acquisition of a Scenic Conservation Easement on Parcel 1 of the El Sur Ranch, as defined in Exhibit B, for \$11,512,500 in Big Sur, California.
2. Authorize County Counsel and the Assistant County Administrative Officer - Intergovernmental Affairs to execute all of the necessary documents to complete the transaction including but not limited to escrow documents and title insurance.
3. Authorize staff to record the attached Scenic Conservation Easement on Parcel 1 of the El Sur Ranch, as defined in Exhibit B.
4. In approving the acquisition of a scenic easement on Parcel 1 of the El Sur Ranch, as described above, the Board of Supervisors expressly finds that the Lot Line Adjustment which created Parcel 1 is consistent with the Big Sur Local Coastal Plan and the County's Proposition 70 guidelines.

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5. In the event the validity of the Lot Line Adjustment is challenged, the Board of Supervisors finds that the acquisition of a scenic easement on Parcel 1 should be deemed approved and such acquisition is reaffirmed and ratified. The Board expressly finds that acquisition of a scenic easement on the subject property, regardless of whether a lot line adjustment is approved, is in substantial compliance with the Big Sur Local Coastal Plan and the County's Proposition 70 guidelines and to the extent there is any inconsistency with such guidelines, such inconsistency is expressly waived by the Board of Supervisors.

PASSED AND ADOPTED on this 3rd day of December, 1996, by the following vote, to-wit:

AYES: Supervisors Salinas, Pennycook, Perkins, Johnsen and Karas.

NOES: None.

ABSENT: None.

I, ERNEST K. MORISHITA, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof at page ___ of Minute Book 69 on December 3, 1996
Date: December 3, 1996

ERNEST K. MORISHITA, Clerk of the Board of Supervisors, County of Monterey, State of California.

By

Nancy Lukerbell

Deputy

END OF DOCUMENT

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