

Recording Requested By and
When Recorded Return to:

State Coastal Conservancy
1515 Clay Street, 10th Floor
Oakland, CA 94612
Attn: Legal Counsel: KJK

**EXEMPT FROM RECORDING FEES -- GOV. CODE SECTION 6103, GOV. CODE
SECTION 27383**

**IRREVOCABLE OFFER TO DEDICATE TITLE IN FEE
AND DECLARATION OF RESTRICTIVE COVENANTS**

Carmel Drive Property, Monterey County, California

This IRREVOCABLE OFFER TO DEDICATE TITLE IN FEE AND DECLARATION OF RESTRICTIVE COVENANTS (“the offer”) is made this ____ day of _____, 20___, by Monterey County (“the offeror”).

Pertinent Facts

A. The offeror is the legal owner of a real property interest (“the real property”) in the County of Monterey, State of California, created by the Irrevocable Offer to Dedicate a fee interest for future road or path improvements (“OTD”) recorded December 9, 1981 under recording number G-44028 and re-recorded on January 14, 1982 under recording number G-01365 in the Official Records of the County Monterey, California and by the Certificate of Acceptance (“Acceptance”), recorded December 6, 2002, under recording number 2002117650 in the Official Records of the County of Monterey, California and legally described in Exhibit A.

B. The offeror is a California municipal corporation.

- C. The offeror obtained the real property through a Quitclaim Deed from the State Coastal Conservancy recorded concurrently herewith.
- D. The real property was acquired as described in paragraph A above for the purpose of road or path improvements to that portion of the property described in the recorded documents.
- E. The offeror intends through this offer to bind itself and its assigns and successors in interest.

The offeror hereby irrevocably offers to dedicate fee title to the real property to the State of California, acting through the Conservancy, and agrees to the restrictive covenants, as follows, given the pertinent facts, above, and in consideration of the Conservancy's transfer of the real property to the offeror and to preserve the public's interest in the real property.

1. **ACCEPTANCE OF OFFER.** This offer may be accepted only if the Conservancy finds that the existence of the offeror has terminated or termination is imminent; or that the offeror has violated with respect to the real property or any portion of it or interest in it one or more of the following restrictive covenants of this offer pursuant to this section 1 (collectively, the "restrictive covenants"):
 - a. The offeror has acquired the real property for the purposes of road or path improvements (collectively, the "acquisition purposes"), as provided in the California Coastal Permit No. P-20-302 and no use of the real property inconsistent with the acquisition purposes is permitted. No development, as defined in California Public Resources Code section 30106, shall be permitted on the real property except as reasonably necessary for the acquisition purposes.
 - b. The offeror shall use, manage, operate and maintain the real property consistent with the acquisition purposes.
 - c. The real property may not be used as security for any debt, in violation of section 2(b), below.
 - d. The real property may not be transferred without the written approval of the Executive Officer of the Conservancy or its successor in violation of section 2(c), below.
 - e. The real property may not be used for mitigation in violation of section 2(d), below.

In addition, the Conservancy may accept this offer where the property is under threat of condemnation or has been condemned, subject to section 3, below.

Upon a finding by the Conservancy, following written notice and a reasonable opportunity to cure, that any of the restrictive covenants has been violated; or that the existence of the offeror has terminated for any reason prior to a transfer of the real property in compliance with this offer; or that the property is under threat of condemnation or has been condemned; the Conservancy, or another public agency or a nonprofit organization designated by the Conservancy and which has agreed to accept the obligations of the offeror under this offer, may accept this offer in accordance with law, by recording in the Official Records of Monterey County a Certificate of Acceptance substantially in the form of the attached Exhibit B.

2. **DECLARATION OF RESTRICTIONS**. The offeror declares that the real property shall be held, used, and conveyed subject to the following restrictions:
 - a. **Use of the real property**. The real property shall be used, managed, operated and maintained for the acquisition purposes.
 - b. **Use of the real property as security for debt**. The offeror shall not use the real property as security for any debt without the written approval of the Executive Officer of the Conservancy.
 - c. **Transfer of the real property**. Transfer of the real property is subject to the prior written approval of the Executive Officer of the Conservancy. The transferee shall be subject to all provisions of this offer, including, without limitation, the use restrictions. If the Conservancy deems necessary, prior to the Conservancy's approval of any transfer of the real property, the transferee and the Conservancy shall enter into a new agreement sufficient to protect the interest of the people of California.
 - d. **Mitigation**. The real property shall not be used for mitigation (in other words, to compensate for adverse changes to the environment elsewhere) without the written permission of the Executive Officer. In providing permission, the Executive Officer may require that, all funds generated in connection with any authorized or allowable mitigation on the real property shall be promptly remitted to the Conservancy.
3. **CONDEMNATION**. Condemnation means a permanent taking through the exercise of any government power (by legal proceedings or otherwise) by any party having the right of eminent domain ("condemnor"); or through a voluntary sale or transfer by the offeror to any condemnor, either under threat of exercise of eminent domain by a condemnor or while legal proceedings for eminent domain are pending. If the real property is under

threat of condemnation or has been condemned, the offeror shall promptly notify the Conservancy in writing, and shall use its best efforts to obtain the maximum compensation possible. Upon receiving condemnation proceeds, the offeror shall promptly pay to the Conservancy a percentage of the condemnation proceeds equivalent to the percentage of the total acquisition cost originally contributed by the Conservancy.

If the Conservancy or its designee (an “accepting party”) accepts the offer due to threat of condemnation and receives proceeds following condemnation, the accepting party shall distribute a proportionate share to the offeror. If an accepting party accepts the OTD due to threat of condemnation, and condemnation does not occur, then the accepting party shall either reconvey the real property to the offeror or pay to the offeror the amount of the offeror’s contribution to the original acquisition, unless the accepting party and the offeror agree otherwise.

4. **MONITORING AND INSPECTION OF THE PROPERTY.** On reasonable prior written notice from the Conservancy, the offeror shall allow the Conservancy to inspect the real property to ascertain compliance with the restrictive covenants of this offer.

The offeror shall comply with the Conservancy’s requests for information regarding the offeror’s compliance with the restrictive covenants of this offer (“monitoring information”). The Conservancy has the discretion, which shall be exercised reasonably, to determine when to request monitoring information and which monitoring information to request. Unless directed otherwise by the Conservancy, the offeror shall, in the manner specified by the Conservancy, return written responses to the Conservancy within 60 days of offeror’s receipt of a request for monitoring information. The offeror shall inspect the real property regularly and take other actions as necessary to ensure that monitoring information is accurate.

5. **OTHER REMEDIES.** Notwithstanding any other provision of this offer, the Conservancy may use any remedy available in law or equity to enforce the covenants and restrictions contained in this offer.
6. **BENEFIT AND BURDEN.** This offer shall run with and burden the real property. All obligations, terms, conditions, and restrictions imposed by this offer shall be deemed covenants and restrictions running with the land, shall be effective limitations on the use of the real property from the date of recordation of this document, and shall bind the offeror and all its successors and assigns. This offer shall benefit the State of California.
7. **SUCCESSORS AND ASSIGNS.** The provisions of this offer shall bind and inure to the benefit of the successors and assigns of both the offeror and the Conservancy, whether voluntary or involuntary.

8. **CONSTRUCTION OF VALIDITY**. If a court in a final determination holds any provision of these restrictions invalid, or if, for any other reason it becomes unenforceable, no other provision shall be affected.
9. **TERM**. This offer is irrevocable and upon recordation of an acceptance in the form of Exhibit B, this offer shall have the effect of a grant of the real property to the State of California or other accepting entity designated by the Conservancy and having executed a substantially similar acceptance, as provided in this offer.
10. **AMENDMENT**. No change in this offer shall be valid unless made in writing, signed by the offeror and the Conservancy, and recorded in the official records of Monterey County, California.

The offeror executes this document on the date first written above.

County of Monterey, the offeror

Mary Adams - Chair
Monterey County Board of Supervisors

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA) SS
COUNTY OF _____)

On _____, before me,
_____ Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or 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 _____

This area for official notarial seal

EXHIBIT A
LEGAL DESCRIPTION OF REAL PROPERTY

The Real Property Interest is shown on the map attached as Exhibit C to the document described on the face of this Quitclaim Deed (that document dated January 14, 1982 under recording number G-01365 being recorded in Reel 1527, Page 325 in the Official Records of the County of Monterey, California) which is a portion of the following real property, situate in the County of Monterey:

Lot D, as said Lot is shown and so designated on that certain Parcel Map filed August 10, 1978 in Volume 12 of Parcel Maps, at Page 146, Monterey County Records.

EXHIBIT B

SAMPLE ONLY. NOT FOR SIGNATURE OR RECORDATION

Recording Requested By and
When Recorded Return to:

State Coastal Conservancy
1515 Clay Street, 10th Floor
Oakland, CA 94612

Attn: Legal Counsel: [initials]
Project:

EXEMPT FROM RECORDING FEES -- GOV. CODE SECTION 6103, GOV. CODE SECTION 27383

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property offered to the State of California, acting by and through the State Coastal Conservancy, in the IRREVOCABLE OFFER TO DEDICATE TITLE IN FEE AND DECLARATION OF RESTRICTIVE COVENANTS (“the offer”) executed by the _____ on _____, and recorded on _____ as Instrument No. _____ in the Official Records of the County of _____, State of California, is hereby accepted by the undersigned officer on behalf of the State of California, pursuant to the authorization of the State Coastal Conservancy, State of California, adopted on _____ on the basis of findings made in accordance with paragraph 1 of the offer.

STATE OF CALIFORNIA
State Coastal Conservancy

By: XXXXXX
Executive Officer

Date