

Attachment F

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When recorded return to:
Monterey County
Resource Management Agency
Planning Department
Attn: Nadia Garcia
1441 Schilling Place
2nd Floor
Salinas, CA 93901
(831) 755-5000

Space above for Recorder's Use

**IRREVOCABLE OFFER TO DEDICATE
(AND DECLARATION OF RESTRICTIONS)**

This Irrevocable Offer to Dedicate and Declaration of Restrictions ("Offer") is made by and between **CARMEL RESERVE, LLC**, a Delaware limited liability company ("Carmel Reserve"), sometimes referred to in this Offer as "Developer", and the **COUNTY OF MONTEREY**, a political subdivision of the State of California referred to as "County", and their respective successors and assigns

WHEREAS, Carmel Reserve is the legal owner of a fee interest of certain real property located in the County of Monterey, State of California, commonly referred to as September Ranch, more particularly described in Exhibit "A", attached hereto, and said property is referred to herein as the "Property"; and,

WHEREAS, the County is the owner of certain real property known as Jacks Peak Park, which is adjacent to the Property; and

WHEREAS, on November 10, 2010, County's Board of Supervisors approved a tentative subdivision map for September Ranch, subject to Condition Nos. 100, 101, and 106 stated in Board of Supervisors Resolution No. 10-312, which provide for access to Jacks Peak Park and dedication of a trail and certain other land; and

WHEREAS, Condition Nos. 100, 101, and 106 of Resolution 10-312 provide as follows:

A. Condition No. 100.

Parcel C (3.2 acres) shall be cleared of all construction materials and debris and shall be dedicated to the Monterey County Parks Department for park and recreational purposes. (Parks Department).

B. Condition No. 101.

Prior to recordation of the first Final Map, the Applicant shall offer to dedicate a twenty (20) foot public recreational trail easement over the subdivided property, generally along the westerly boundary of the September Ranch Subdivision, for the purpose of providing public access from Carmel Valley Road to Jacks Peak County Park. The trail easement shall be offered to the County through an Irrevocable Offer to Dedicate Agreement, which shall set forth the terms, conditions, restrictions and subsequent use and location of the public recreational trail. The specific trail alignment shall be located entirely within the trail easement as described and shown on the Applicant's Final Map. The Director of Parks and the Director of Planning shall approve the final alignment for the trail easement, which will generally follow the alignment shown on the Vesting Tentative Map. The trail easement shall not be opened to the public for trail access until such time as the County accepts the trail easement under the terms and conditions of the Irrevocable Offer to Dedicate, and thereafter assumes the responsibility for the public trail. (Parks Dept.)

C. Condition No. 106.

The applicant shall dedicate Parcel D to a non-profit land conservation or land trust organization which shall in turn enter into an agreement with the Monterey County Parks Department to lease back the land to be managed as part of Jacks Peak Park. The cost for the lease shall be at a minimum charge to the County. If the applicant is unable to identify a non-profit for the purpose of completing this transaction, then the applicant shall dedicate Parcel D to the County of Monterey. The term of the dedication of Parcel D shall be in perpetuity. (Parks Dept.)

WHEREAS, the County has placed the foregoing conditions on the approval of the tentative subdivision map for the September Ranch Subdivision because a finding must be made under the law that the proposed subdivision is in conformity with the provisions of the County's General Plan and the Greater Monterey Peninsula Area Plan and that in the absence of the protections provided by the aforesaid conditions said finding could not be made.

WHEREAS, Developer has elected to comply with the conditions recited above and executes this Offer for a strip of land ("Trail"), the location of which is generally illustrated in Exhibit "B", attached hereto, as well as Parcels C and D as they appear on the tentative map and are generally illustrated in Exhibit "C", so as to enable Developer to undertake the subdivision of the Property; and

WHEREAS, it is intended that this Offer shall thereby qualify as enforceable restrictions within the meaning of Article XIII, Section 8 of the California Constitution, and under the provisions of the California Revenue and Taxation Code Section 402.1;

NOW, THEREFORE, in consideration of the above, the mutual benefits and conditions set forth herein and the substantial public benefits to be derived from the Offer, County and Developer and their successors and assigns hereby agree as follows:

A) DEDICATION OF TRAIL

I. Developer hereby irrevocably offers to dedicate to the County fee title to the Trail, which Trail shall be held in perpetuity for recreational hiking and equestrian purposes, generally following the alignment illustrated in Exhibit "B", reserving therefrom to Grantor a non-exclusive easement for installation, maintenance and repair of drainage improvements and utilities and access for maintenance of Grantor's property and improvements located thereon adjacent to said Trail. The Trail shall be up to twenty (20) feet in width and the specific Trail alignment shall be subject to approval by County's Director of Planning with the concurrence of the County's Director of Parks.

II. The following declaration of restrictions subjects the Trail illustrated in Exhibit "B" to the following terms, conditions, and restrictions which shall be effective from the time of recordation of this instrument:

(a.) **CONSTRUCTION AND USE OF TRAIL.**

(1) The specific alignment and use of the Trail shall be consistent with any and all of the proposed residential or subdivision uses of the Property and shall follow the alignment generally illustrated in Exhibit "B". Use of the Trail shall be consistent with the uses allowed within the Jacks Peak Park. Except as set forth in paragraph II(a)(5), below, motorized vehicles shall be prohibited.

(2) In the event that the Trail is accepted by the County, development, including, but not limited to, the removal of trees and other major vegetation, grading, paving, or installation of structures, shall not occur or be allowed on the Trail with the exception of the following, subject to applicable governmental regulatory requirements;

(i) the removal of hazardous substances or conditions, or non-native and diseased plants or trees;

(ii) the removal of any vegetation which constitutes or contributes to a fire hazard to residential use of neighboring properties;

(iii) the installation, maintenance, and repair of underground utility lines;

(iv) the installation of flood control, drainage, or access improvements subject to prior review and approval of County's Director of Planning;

(v) the installation of appurtenant structures, improvements and facilities to the trail system, including fences, subject to the review and approval of the Director of Planning and Building Inspection and the Parks Department.

(vi) the removal of trees and other vegetation as required to construct the trail.

(3) Prior to the County's acceptance of this Offer, County or its agent may enter onto the Trail at times reasonably acceptable to Developer, to ascertain whether the use restrictions set forth above are being observed, but the interest offered herein shall not confer any right of entry or use of the property except as set forth herein. Upon the County's acceptance of this Offer of the Trail, the County and its agent shall have an unrestricted right to enter onto said Trail and the public shall have a restricted right to use the Trail for hiking and equestrian uses during the hours of daylight over the Trail alignment.

(4) Developer shall have the sole responsibility for the Trail until acceptance of the Offer.

(i) General. Upon acceptance of this Offer, Developer shall be obligated to construct the trail improvements in the location generally illustrated in Exhibit "B" herein. Said trail shall consist of a 6- to 8-foot wide trail of native materials as available and appropriate or as required for erosion control per engineered plans or County specifications, as approved by the Parks Department or its Designee, which approval shall not be unreasonably withheld. The County shall be obligated to obtain any permits required for construction of said trail. Thereafter, when the trail is complete and open to public use, the County, through the Parks Department, shall assume the cost of ongoing maintenance..

(ii) Prevailing Wage. Developer agrees that pursuant to Labor Code section 1771, not less than the general prevailing rate of per diem wages shall be paid to all workers employed to construct the trail improvements. The prevailing wage shall be based upon the most recent California Department of Industrial Relations (DIR); General Prevailing Wage Determination. The effective date of each Determination is 10 days after the issue date (8 CCR § 16000.) The General Determinations are issued twice a year (February 22 and August 22) and go into effect ten days thereafter (March 3 in a leap year and March 4th I a non-leap year for determinations issued on February 22, and September 1 for determinations issued on August 22.) Copies of the prevailing rate of per diem wages are on file at the County of Monterey Department of Public Works, 168 W. Alisal Street, Salinas, CA, which shall be made available to any interested party upon request. The project is subject to compliance monitoring and enforcement by the DIR.

(5) Developer or Developer's successors in interest may install a fence to limit public access to areas within the Trail and may install gates limiting the use of the Trail to daylight hours consistent with the times and uses allowed within Jacks

Peak Park, subject to the approval of the Monterey County Parks Department, which approval shall not be unreasonably withheld. Motorized vehicle use of the Trail shall be limited to such access as is necessary for the construction and maintenance of the trail, fences and adjacent property.

B) DEDICATION OF PARCEL C

I. Developer hereby irrevocably offers to dedicate to the County fee title to Parcel C, which shall be held in perpetuity for park and recreation purposes, as depicted in Exhibit "C", reserving therefrom to Grantor a non-exclusive easement for installation, maintenance and repair of drainage improvements and utilities and access for maintenance of Grantor's property and improvements located thereon adjacent to Parcel C.

II. The following declaration of restrictions subjects Parcel C as depicted in Exhibit "C" to the following terms, conditions, and restrictions which shall be effective from the time of recordation of this instrument:

a. USE OF PARCEL C.

1. The specific use of Parcel C shall be consistent with any and all of the proposed residential or subdivision uses of the Property.
2. In the event that Parcel C is accepted by the County, development, including, but not limited to, the removal of trees and other major vegetation, grading, paving, or installation of structures, shall not occur or be allowed on Parcel C with the exception of the following, subject to applicable governmental regulatory requirements:
 - i. the removal of hazardous substances or conditions, or non-native and diseased plants or trees;
 - ii. the removal of any vegetation which constitutes or contributes to a fire hazard to residential use of neighboring properties;
 - iii. the installation, maintenance, and repair of underground utility lines;
 - iv. the installation of flood control, drainage, or access improvements subject to prior review and approval of County's Director of Planning;
 - v. the installation of appurtenant structures, improvements and facilities to the park and recreational use of the property, including fences, subject to the review and approval of the Director of Planning and Building Inspection and the Parks Department.
3. Prior to the County's acceptance of this Offer, County or its agent may enter onto Parcel C at times reasonably acceptable to Developer, to ascertain whether the use restrictions set forth above are being observed, but the interest offered herein shall not confer any right of entry or use of the property except as set forth herein. Upon the County's acceptance of this Offer, the County

and its agent shall have an unrestricted right to enter onto said Parcel C and the public shall have a restricted right to use Parcel C for park and recreational uses during daylight hours.

Except for costs incurred by County and monitoring compliance with the terms of this offer, Developer shall have the sole responsibility for Parcel C until acceptance of the Offer.

C) DEDICATION OF PARCEL D

- I. Developer hereby irrevocably offers to dedicate to the County fee title to Parcel D, which shall be held in perpetuity for use as part of Jacks Peak Park, as depicted in Exhibit "C", reserving therefrom to Grantor a non-exclusive easement for installation, maintenance and repair of drainage improvements and utilities and access for maintenance of Grantor's property and improvements located thereon and adjacent to Parcel D. Such improvements and maintenance contemplated by this non-exclusive easement include, but are not limited to, tree replacement on Parcel D as part of the program required by the Conditions of Approval for the Subdivision, maintenance and improvement of Grantor's water tanks and pumps located on Parcel D, maintenance and improvement of Grantor's emergency access roads and the installation of fences, gates and signs on trails that lead to the subdivision site as required by Condition of Approval 102.
- II. The following declaration of restrictions subjects Parcel D as depicted in Exhibit "C" to the following terms, conditions, and restrictions which shall be effective from the time of recordation of this instrument:
 - a. **USE OF PARCEL D.**
 1. The specific use of Parcel D shall be consistent with any and all of the proposed residential or subdivision uses of the Property.
 2. In the event that Parcel D is accepted by the County, development, including, but not limited to, the removal of trees and other major vegetation, grading, paving, or installation of structures, shall not occur or be allowed on Parcel D with the exception of the following, subject to applicable governmental regulatory requirements:
 - i. the removal of hazardous substances or conditions, or non-native and diseased plants or trees;
 - ii. the removal of any vegetation which constitutes or contributes to a fire hazard to residential use of neighboring properties;
 - iii. the installation, maintenance, and repair of underground utility lines;
 - iv. the installation of flood control, drainage, or access improvements subject to prior review and approval of County's Director of Planning;

- v. the installation of appurtenant structures, improvements and facilities to the park and recreational use of the property for Jacks Peak Park, including fences, subject to the review and approval of the Director of Planning and Building Inspection and the Parks Department.
 - vi. the improvements and maintenance activities detailed in the reserved easement described in Section I of this Offer.
3. Prior to the County's acceptance of this Offer, County or its agent may enter onto Parcel D at times reasonably acceptable to Developer, to ascertain whether the use restrictions set forth above are being observed, but the interest offered herein shall not confer any right of entry or use of the property except as set forth herein. Upon the County's acceptance of this Offer, the County and its agent shall have an unrestricted right to enter onto said Parcel D and the public shall have a restricted right to use Parcel D for park and recreational uses during daylight hours, however said right shall not extend to Grantor's private trails.

Except for costs incurred by County and monitoring compliance with the terms of this offer, Developer shall have the sole responsibility for Parcel D until acceptance of the Offer.

D) GENERAL TERMS

(a) **BENEFIT AND BURDEN.**

The Offer to Dedicate shall run with and burden the property, and all obligations, terms, conditions, and restrictions hereby imposed shall be deemed to be covenants and 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 the Developer, the County and all successors and assigns.

(b) **TAXES AND ASSESSMENTS.**

The Developer agrees to pay or cause to be paid all real property taxes and assessments levied or assessed against the Trail until such time as the Trail is conveyed to the County.

(c) **CONSTRUCTION OF VALIDITY.**

If any provision of these restrictions is held to be invalid or for any reason becomes unenforceable, no other provision shall thereby be affected or impaired.

(d) **ENFORCEMENT.**

Any act or any conveyance, contract, or authorization whether written or oral by Developer or County which uses, would cause to be used or would permit the use of the protected land contrary to the terms of this Offer will be deemed a breach thereof. Either party may bring any action in court necessary to enforce this Offer, including but not limited to, an injunction to terminate a breaching activity and to force the restoration of all damage done by such activity, or an action to enforce the terms and provisions hereof by specific performance. It is understood and agreed that both parties may pursue any appropriate legal and equitable remedies. The complaining party shall have the sole discretion to determine under what circumstances an action to enforce the terms and conditions of this Offer shall be brought in law or in equity. Any forbearance on the part of either party to enforce the terms and provisions hereof in the event of a breach shall not be deemed a waiver of that party's rights regarding any subsequent breach.

(e) **LIABILITY AND INDEMNIFICATION.**

Except as otherwise provided herein, this Offer is made upon the express condition that until acceptance of this Offer by the County, the County, its agencies, departments, officers, agents, and employees are to be free from all liability and claims for damage by reason of any injury to any person or property of any kind, from any cause, except in matters arising out of the negligence of the County, while in, upon, or in any way connected with the Trail. Developer hereby covenants and agrees to indemnify and hold the County, its agencies, departments, officers, agents, and employees harmless from all liability, loss, cost, and obligation on account of or arising out of such injuries or losses. County shall have no right of control over, nor duties and responsibilities with respect to, the Trail by virtue of the fact that the right of the County to enter the land subject to the Offer is strictly limited to preventing uses inconsistent with the interest granted and does not include the right to enter the land for the purposes of correcting any dangerous condition as defined by California Government Code section 830. Developer's obligation to indemnify the County shall be construed as a covenant running with the land and shall terminate upon the County's acceptance of the Offer.

(f) **SUCCESSORS AND ASSIGNS.**

Subject to the terms set forth in paragraph (D)(h), below, the terms, covenants, conditions, exceptions, obligations, and reservations contained in this Offer shall be binding upon and inure to the benefit of the successors and assigns of both the Developer and the County, whether voluntary or involuntary.

(g) **TERM.**

The Irrevocable Offer to Dedicate herein shall be binding upon the Developer and the heirs, assigns, or successors in interest to the property in perpetuity and may be accepted by the County or its successors in interest in part or in its entirety.

Upon recordation and acceptance of this Offer by the County in the form attached hereto as Exhibit "D", this Offer and its terms, conditions, and restrictions shall have the effect of a grant of the Trail in perpetuity and the terms, conditions or restrictions herein shall run with the land and be binding on the party's heirs, assigns, and successors. Acceptance of the Offer is subject to a covenant which runs with the land, providing that any offeree of the Offer may not abandon it but must instead offer the Trail to other public agencies or private associations mutually acceptable to the County Board of Supervisors and Developer and their successors in interest for the duration of the term of the original Offer. In the event that this Offer expires prior to acceptance by County, this Offer, together with all of the terms, conditions, covenants and restrictions contained herein, shall terminate and be of no further force and effect.


(h) **SATISFACTION OF CONDITIONS.**

This Agreement shall satisfy Condition Nos. 100, 101, and 106 of Board of Supervisors Resolution No. 10-312, approved on November 10, 2010 for the September Ranch Subdivision.

The parties have executed this Agreement on the date set forth beside their respective signatures.

**CARMEL RESERVE, LLC,
A Delaware Limited Liability Company**

DATED: 11/27/2020


Authorized Signatory
Wei Huang

COUNTY OF MONTEREY

DATED: _____

Chris Lopez, Chair, Board of Supervisors

ATTEST:

DATED: _____

Valerie Ralph, Clerk, Board of Supervisors

ACKNOWLEDGMENT

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
County of Los Angeles

On November 27, 2020 before me, Jennifer Kalinowski, Notary
(insert name and title of the officer)

personally appeared Wei Huang
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 J Kalinowski (Seal)



LEGAL DESCRIPTION

The land referred to herein below is situated in the unincorporated area of Monterey County, State of California and is described as follows:

A portion of Lot 8, as said Lot is shown and designated on the "Partition Map of Hatton Property in Rancho Canada De La Segunda, Monterey County, California, surveyed by H.F. Cozzens and WM. Davies, Salinas, California 1926", which is annexed to the order of the Superior Court in and for the County of Monterey, made on the 17th day of March 1927 in the matter of the guardianship of the persons and Estate of (Various Mcaulays) in proceedings No. 3911, a certified copy of which is recorded in Volume 109 of Official Records at Page 1", more particularly described as follows:

Beginning at a 4" by 4" wood post scribed "AR CS 26" and marking the northwest corner of said Lot 8 as shown on said Partition Map, scribing now only partially legible; thence along the northerly boundary of Lot 8

1. South 72°28'01" East, 5974.76 feet to a 50-inch diameter oak stump, shown as a 50-inch oak tree on that certain map entitled "Tract No. 1398 Tehama Phase 1" filed September 9, 2003 in Volume 22 of Cities and Towns, at Page 35, Records of Monterey County, California; and marking the northwest corner of said Tract; thence continuing along the westerly boundary of said Map and Tract the following five courses as shown on said Map of Tract No.1398
2. South 19°38'36" West, 380.85 feet to a 2-inch diameter iron pipe; thence
3. South 37°15'21" West, 388.66 feet to a 30-inch oak tree as shown on said Map of Tract No.1398; thence
4. South 26°56'01" West, 2,855.85 feet to a 60-inch oak tree; thence
5. South 21°20'46" West, 2,669.67 feet to a 38-inch oak tree; thence
6. South 07°03'25" West, 254.22 feet to the northeast corner of that certain 1.427-acre parcel shown on that map filed January 19, 1966 in Volume X-4 of Surveys at page 9 Records of Monterey County, California; thence along the northerly boundary of said 1.427-acre parcel and the northerly boundary of "Parcel B" as shown and designated on that map filed September 2, 1966 in Volume X-4 of Surveys at Page 49, Records of said County
7. North 79°24'49" West, 689.53 feet to a 3/4-inch diameter iron pipe with no tag marking the northwest corner of said "Parcel B"; thence along the westerly sideline of said "Parcel B"
8. South 13°27'36" West, 713.65 feet to a point on the northerly line of the right of way of Carmel Valley Road as shown on that map entitled "Right of Way Map Carmel Valley

Road" filed November 20, 1992 in Book A at Page 93 of the County Surveyor Maps, also being a point on the northerly line of that certain 5.94 acre parcel as described in deed from Irene M. Hatton to County of Monterey, dated August 1, 1950, and recorded November 10, 1950 in Book 1258 of Official Records at Page 395, Monterey County Records; thence along said northerly line of said right of way of Carmel Valley Road

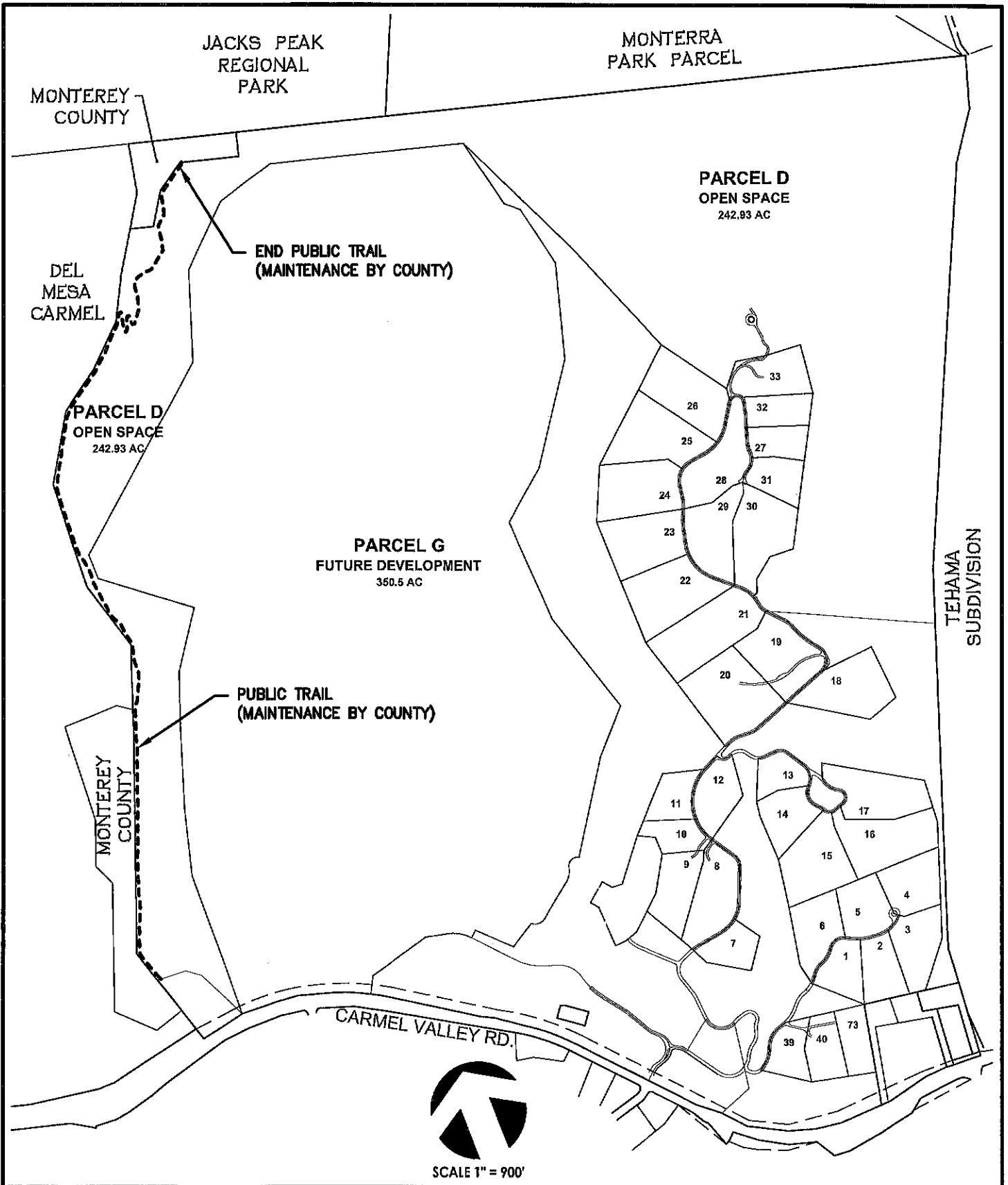
9. South 89°58'03" West, 315.64 feet; thence
10. North 80°07'27" West, 190.93 feet; thence
11. North 70°29'38" West, 191.86 feet; thence
12. North 60°06'28" West, 290.14 feet to a 3/4-inch iron pipe as shown on said Right of Way map; thence
13. North 39°09'26" West, 203.03 feet; thence
14. North 48°47'52" West, 191.76 feet; thence
15. North 39°48'42" West, 948.48 feet; thence
16. Northwesterly 400.32 feet along the arc of a tangent curve to the left having a radius of 1,532.48 feet, through a central angle of 14°58'01"; thence from said curve but not tangent thereto
17. North 52°01'27" West, 208.06 feet; thence
18. North 60°29'29" West, 100.44 feet; thence
19. North 54°46'43" West, 657.19 feet; thence
20. Northwesterly 552.60 feet along the arc of a tangent curve to the left having a radius of 1,629.71 feet, through a central angle of 19°25'40"; thence from said curve but not tangent thereto
21. North 70°24'48" West, 100.69 feet; thence
22. North 82°20'21" West, 153.53 feet; thence
23. North 85°24'30" West, 256.17 feet; thence
24. South 80°59'17" West, 323.72 feet to a point on the westerly boundary of said Lot 8, said point also being on the easterly boundary of Lot 7 as shown on said Partition Map, and also being on the easterly boundary of "Tract No. 506 Del Mesa Carmel" as shown on that map filed January 26, 1966 in Volume 8 of Cities and Towns, at Page 75, Records of Monterey County, California; thence along said westerly boundary

25. North 15°09'43" West, 760.29 feet, at 87.12 feet a 3/4-inch iron pipe with illegible tag, at 253.15 a 3/4-inch iron pipe with illegible tag; thence
26. North 22°44'07" East, 1,554.55 feet; thence
27. North 21°28'52" East, 620.66 feet; thence
28. North 14°01'02" West, 508.16 feet; thence
29. North 05°10'32" East, 762.63 feet; thence
30. North 33°39'43" East, 521.09 feet; thence
31. North 57°03'11" East, 354.76 feet; thence
32. North 49°10'58" East, 371.83 feet; thence
33. North 29°47'35" East, 339.93 feet; thence
34. North 34°48'30" East, 579.75 feet; thence
35. North 13°12'47" East, 349.43 feet to the Point of Beginning.

EXCEPTING THEREFROM, all that certain piece or parcel of land granted to the County of Monterey, recorded December 23, 1991, in Reel 2734, Page 469, Official Records, more fully described as follows:

Beginning at the Northwesterly corner of that certain parcel described in that certain Grant Deed to September Ranch Partners, a partnership, recorded December 30, 1987 in Reel 2183, Page 788, Official Records of Monterey County, California, said corner also being a point on the Patent Survey boundaries of the Rancho Canada de la Segunda and the Rancho Aguajito; thence along said rancho boundary

1. South 72°28'01" East, 772.74 feet; thence leaving said boundary
2. South 17°31'59" West, 170.00 feet; thence
3. North 72°28'01" West, 422.74 feet; thence
4. South 58°16'10" West, 235.49 feet; thence
5. South 34°48'30" West, 260.00 feet; thence
6. North 72°28'01" West, 170.00 feet; thence
7. North 34°48'30" East, 260.00 feet; thence



T:\Monterey Projects\595\CIVIL\EXHIBITS\595-XBHT-LEGAL.dwg

EXHIBIT B

PLAT DEPICTING APPROXIMATE LOCATION OF
PUBLIC TRAIL

ONE CARMEL - CARMEL VALLEY, CALIFORNIA

NOVEMBER 13, 2020



Civil Engineering +
Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

EXHIBIT C

Description of Parcel "C"

All that certain property referred to as Parcel C as shown on the Map entitled "Tract No. ____, September Ranch Phase 1", filed _____, in Volume __ of Maps "Cities and Towns" at Page __, Monterey County Records.

Description of Parcel "D"

All that certain property referred to as Parcel D as shown on the Map entitled "Tract No. ____, September Ranch Phase 1", filed _____, in Volume __ of Maps "Cities and Towns" at Page __, Monterey County Records.

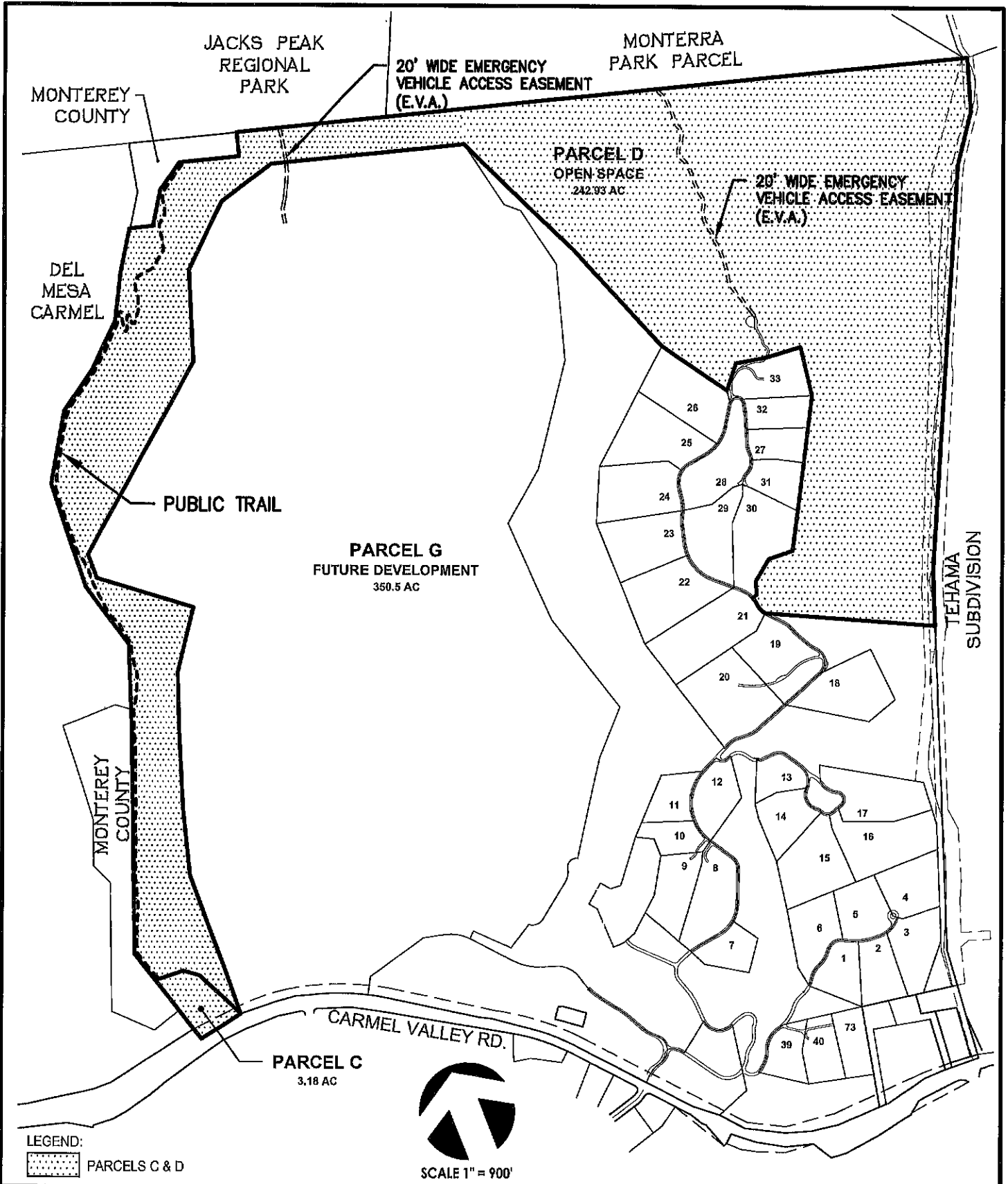


EXHIBIT C

PLAT DEPICTING
PARCELS C & D

ONE CARMEL - CARMEL VALLEY, CALIFORNIA
NOVEMBER 13, 2020



Whitson
ENGINEERS

Civil Engineering +
Land Surveying
6 Harris Court
Monterey, CA 93940
831.649.5225
whitsonengineers.com

EXHIBIT "D"

When recorded return to:
Monterey County
Resource Management Agency
Planning Department
Attn: Nadia Garcia
1441 Schilling Place
2nd Floor
Salinas, CA 93901
(831) 755-5000

Space above for Recorder's Use

ACCEPTANCE OF OFFER

WHEREAS, on November 10, 2010, the Board of Supervisors for the County of Monterey adopted Resolution No. 10-312 approving the September Ranch subdivision; and

WHEREAS, Condition Nos. 100, 101, and 106 of said Resolution required the Subdivider to irrevocably offer to dedicate certain public access and trail within an easement of up to twenty feet in width for the public benefit as well as certain other land identified as Parcels C and D on the approved tentative map; and

WHEREAS, on the ___ of _____, 2020, Developer tendered to the County of Monterey an Irrevocable Offer to Dedicate and Declaration of Restrictions ("Offer"), which Offer was recorded as Document No. _____ in the Office of the Recorder for the County of Monterey, State of California.

NOW, THEREFORE, in consideration of the above and the substantial public benefits to be derived from the public access and trail easements and Parcels C and D, the County of Monterey hereby accepts the terms, conditions and restrictions set forth in the Offer.

COUNTY OF MONTEREY

DATED: _____

Chair, Board of Supervisors

ATTEST:

Date: _____

By: _____
Chief Administrative Officer

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