

Recording requested by and when  
recorded please return to:

Conservancy Coastal Conservancy  
1330 Broadway, Suite 1300  
Oakland, CA 94612

Attn: Legal Counsel: J. Kyle Nast

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(Space above this line reserved for Recorder's use)

## IRREVOCABLE OFFER TO DEDICATE A PUBLIC ACCESS TRAIL EASEMENT

APN No. 243-221-019-000, Monterey County

This IRREVOCABLE OFFER TO DEDICATE A PUBLIC ACCESS TRAIL EASEMENT ("the Offer") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ ("the Offeror").

### **BACKGROUND**

- A. Property.** The undersigned Offeror warrants and represents that it is the sole owner in fee simple of the property identified below and more fully described in **Exhibit "A"** (the "Property"), which is incorporated by reference, located in the County of Monterey, in the State of California. The Property is also referenced as Assessor's Parcel Number 243-221-019-000.
- B. Trail Easement.** The portion of the Property that is subject to this Irrevocable Offer to Dedicate a Public Access Trail Easement is a strip of land 30 feet in width described and mapped in **Exhibit "B"** ("Easement Area"), which is incorporated by reference.
- C. Purpose.** The purpose of this Offer is to offer to dedicate to the People of the State of California (1) a non-exclusive, public, pedestrian, equestrian and bicycle easement upon, under, over, and across the Property to make the Public Right of Way a part of the public trail system connected to what is currently Garrapata State Park and Monterey County public trails systems and (2) the right of entry described below.
- D. Acceptance.** This Offer may only be accepted on behalf of the People of the State of California by a Public Agency. Public Agencies include, but are not limited to, cities, counties, districts, associations of governments, or joint powers agencies, state agencies, federal agencies, public colleges and universities, intergovernmental bodies, and federally recognized Indian tribes.
- E. Consideration.** The undersigned Offeror acknowledges receipt of valuable consideration for this Offer to the People of the State of California.

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1. **OFFER OF DEDICATION.** Offeror, for itself, its heirs, successors and assigns, hereby grants and conveys this offer to grant and convey to the People of the State of California (“People”) consistent with the conditions, rights, and obligations set forth below, a public access trail easement (“Trail Easement”) over the Property.
  
2. **PUBLIC ACCESS EASEMENT AND RIGHT OF ENTRY.** Upon acceptance of this Offer, Offeror grants and conveys the following Trail Easement with respect to the Property:
  - a. A non-exclusive, public, pedestrian, equestrian and bicycle trail easement upon, under, over, and across the Property to make the Trail Easement a part of the State and County’s public trails system open to public use from sunrise until sunset; and
  
  - b. A right of entry to survey, design, construct, use, repair, manage, maintain and monitor the Trail Easement, including but not limited to the right to install, maintain, repair, and replace steps, trail surfacing, bridges, culverts, and other structures and improvements, in accordance with all laws and regulations. Once constructed, maintenance and upkeep of the Trail Easement is the duty of the Public Agency. Trail maintenance shall include, but is not limited to clearing brush and removal of dead, dying or diseased vegetation within the Trail Easement which pose a safety risk to trail users; and
  
  - c. A right to construct fences, gates, and barriers to control access, provided that such facilities do not interfere with Offeror’s use of the property for grazing or passive recreation; and
  
  - d. A right to erect signs to mark the Trail Easement, to provide information related to the trail, and for interpretive purposes.
  
3. **PRECONDITIONS TO ACCEPTANCE OF OFFER.** Rights of public access shall be exercised only after the following conditions have been met as solely determined by the Conservancy:
  - a. A Public Agency with sufficient assets, management capability, resources, and liability insurance to carry out the obligations of the Trail Easement, has accepted full responsibility for the construction, operation and maintenance of the Trail Easement.
  
  - b. The connecting public trails in Garrapata State Park to the south and the Monterey County Open Space Land to the north have been constructed or are currently under construction.
  
  - c. A written plan for a system of secure trail access across the Property has been developed by the accepting Public Agency in consultation with the Offeror and is ready to be implemented by the accepting Public Agency or its successors and assigns. The plan may include, but is not limited to, a system of fencing and gates.

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4. **INSPECTION OF THE PROPERTY**. On reasonable prior notice to the Offeror, a Public Agency on behalf of the People of California, with prior approval in writing by the Executive Officer of the State Coastal Conservancy, shall have the right to inspect the real property to ascertain compliance with this offer. After the Offer is accepted no notice is required.
5. **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 People of the State of California.
6. **CONDITION OF TRAIL EASEMENT**. The area of the Trail Easement is to be kept open and free from any modifications or improvements or uses that would interfere with the uses contemplated by this Offer from the date this Offer is recorded.
7. **PUBLIC AGENCY OBLIGATIONS**. Upon acceptance of this Offer, the accepting Public Agency undertakes the following rights and obligations:
  - a. Any trail design and construction shall be consistent with the generally accepted principles and practices for the design and construction of pedestrian trails. This shall include the incorporation of techniques for the mitigation of erosion to surrounding properties.
  - b. The Trail Easement shall be maintained by the Public Agency in a safe and adequate condition for the uses permitted hereunder. Maintenance shall include but is not limited to repair of user induced erosion, gates and fencing (if any).
  - c. The Public Agency shall install signage it determines is reasonably necessary to discourage public access to portions of the Property not included within the Easement Area.
  - d. The Public Agency shall take all necessary steps to make the Trail Easement compatible with grazing operations (including, but not limited to, fencing and cattle guards) if the Offeror grazes the property.
  - e. All costs and expenses associated with the construction and maintenance of the Trail Easement are to be borne by the Public Agency.
  - f. The Public Agency shall have the right to temporarily close the Trail Easement at any time that the Public Agency determines that there has been a violation of the terms of the easement or the closure is warranted in order to protect health or safety of the

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public or residents or animals on the Property including, but not limited to, times of high fire danger, closures of connecting trails, or risk of landslide.

8. **ENFORCEMENT.** The Public Agency may, in addition to other remedies available at law or in equity, compel Offeror to make the Trail Easement available for the purposes set forth in this Offer or accepted Easement by exercising any one or more of the following remedies, without any need to show that a civil action for damages is not available to furnish compensation:
- a. **Injunctive Relief.** Seek injunctive relief to specifically enforce the terms of this Offer or accepted Easement; to restrain present or future violations of this Offer or accepted Easement; and/or to compel restoration of Trail Easement or other resources destroyed or altered as a result of the violation.
  - b. **Self Help.** Enter the Property to remove any barrier to the access provided under this Offer and do such other things as are reasonably necessary to protect and preserve the rights of the State under this Offer.
9. **LIABILITY & INDEMNIFICATION.** The Public Agency or its successors and assigns shall indemnify, protect, defend and hold harmless the Offeror and its successors and assigns from and against all liabilities, costs, losses, orders, liens, penalties, claims, demands, damages, expenses, or causes of action or cases, including without limitation reasonable attorneys' fees, arising out of or in any way proximately connected with or relating to the authorized use of the Trail Easement. The Public Agency or its successors and assigns shall be solely liable to the extent allowed by limits to liability under state law for injury or the death of any person, or physical damage to any property, or any other costs or liabilities resulting from any act, omission, condition, or other matter related to or occurring on or about the Trail Easement, regardless of cause, unless due to the negligence or willful misconduct of the Offeror.

The Offeror shall have no responsibility for the operation of the Easement, monitoring of hazardous conditions on it or the protection of the public or any third parties from risks relating to conditions on the Trail Easement. Without limiting the foregoing, neither the Public Agency, nor its successors and assigns shall be liable to the Offeror or other person or entity in connection with consents given or withheld, or in connection with any entry upon the Trail Easement occurring pursuant to this Offer or subsequent accepted Easement, or on account of any claim, liability, damage or expense suffered or incurred by or threatened against the Offeror or any other person or entity, except as the claim, liability, damage, or expense is the result of the gross negligence or intentional misconduct of the Public Agency or its successors and assigns.

10. **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 accepting Public Agency, whether voluntary or involuntary.

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11. **AMENDMENT**. No change in this Offer shall be valid unless made in writing, signed by the Offeror and the Executive Officer of the State Coastal Conservancy, and recorded in the official records of Monterey County, California. All amendments shall be consistent with the Purposes of this Offer.
12. **ASSIGNMENT**. After acceptance, the Public Agency may assign the Easement in whole or in part to any other Public Agency as defined by sections 31010 and 31017 of the Public Resources Code.
13. **NOTICES**. Any notices required by this Agreement or correspondence between the parties shall be addressed as follows, unless the parties shall provide written notice of a change:

To Owner: [ADDRESS]

To the Conservancy: Executive Officer  
Coastal Conservancy  
1330 Broadway, 13<sup>th</sup> Floor  
Oakland, California 94612-2530

14. **ENTIRE AGREEMENT**. This Agreement together with the exhibits hereto, each of which are incorporated herein by this reference, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements with respect thereto.
15. **CONTROLLING LAW**. This Offer is made in the State of California and shall be construed and interpreted in accordance with the laws of said State. Paragraph headings and captions contained herein are for convenience of reference only and are not to be used in the interpretation of this Offer.
16. **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.
17. **TERM**. This Offer is irrevocable and shall be binding on successors and assigns in perpetuity.

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18. **ACCEPTANCE OF OFFER.** This Offer may be accepted by any Public Agency as defined by sections 31010 and 31017 of the Public Resources Code, upon approval in writing by the Executive Officer of the State Coastal Conservancy. Such acceptance shall be effectuated by the recordation of an acceptance in the form of **Exhibit "C"**. Upon recordation of the acceptance, this Offer and its terms and conditions and restrictions shall have the effect of a grant of a Public Access Trail Easement in gross and perpetuity that shall run with the land and be binding on the heirs, assigns and successors of the Offeror.

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

\_\_\_\_\_, the Offeror

By: \_\_\_\_\_

\_\_\_\_\_  
Type or print name

\_\_\_\_\_  
Title

STATE OF CALIFORNIA } ss  
COUNTY OF                }

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public of the State of California, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name 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.

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Signature \_\_\_\_\_

Exhibits

Exhibit A – The Real Property Description

Exhibit B – Legal Description and Map of Public Access Trail Easement

Exhibit C – Sample Certificate of Acceptance