

Stephen L. Vagnini
Monterey County Recorder
Recorded at the request of
Attorney

Ng Property

RALICIA
4/04/2005
9:20:13

**Recording Requested By:
When Recorded Return To:**

**Horan, Lloyd Law Offices
Attention Aengus L. Jeffers, Esq.
Post Office Box 3350
Monterey, California 93942-3350**

DOCUMENT: 2005032180



Titles: 1/ Pages: 14

Fees....	47.00
Taxes...	
Other...	2.00
AMT PAID	\$49.00

THIS SPACE FOR RECORDER'S USE ONLY

IRREVOCABLE OFFER TO DEDICATE TRAIL EASEMENT

PREAMBLE

This Irrevocable Offer to Dedicate Trail Easement ("OTD") is executed as of the last date appearing beside the signature lines hereunder, by and between, LIT NG OR HIS SUCCESSORS, AS TRUSTEE OF THE NG FAMILY TRUST, U/A DATED JUNE 1, 1993, hereinafter referred to as "Grantor" and THE COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter referred to as "Grantee".

RECITALS

WHEREAS, Grantor is the present owner of certain real property situated in an unincorporated area of Monterey County, California, hereinafter referred to as the "Property" and more particularly described in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, on May 13, 2004, the Minor Subdivision Committee of Monterey County adopted Resolution Number 04008, approving a minor subdivision of the Property ("Subdivision Approval"). The Subdivision Approval permitted the division of the 410 acre Property into four separate lots of record. Lot One is 10.10 acres, Lot Two is 10.20 acres, Lot Three is 190.18 acres and Lot Four is 204.28 acres.

WHEREAS, the purpose of the Subdivision Approval is to create parcels that may be transferred pursuant to Grantor's estate plan.

WHEREAS, pursuant to the Subdivision Approval, the filing of a parcel map vesting the Subdivision Approval is contingent on 35 conditions of approval.

WHEREAS, Condition 19 of the Subdivision Approval requires that Grantor:

IRREVOCABLE OFFER TO DEDICATE TRAIL EASEMENT; NG FAMILY TRUST AND COUNTY OF
MONTEREY; MINOR SUBDIVISION COMMITTEE RESOLUTION NO. 04008

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[S]hall offer to dedicate a twenty (20) foot public recreational trail easement over the subdivided property in accordance with the trails component of the applicable Land Use Plan and in conformance with Parks Department. 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 Applicant's Final Map. The Director of "Parks and Recreation" [sic] and the Director of Planning and Building Inspection shall approve the final alignment for the trail easement. The trail easement shall not be opened to the public for trail access until such times 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.

WHEREAS, the basis for the imposition of Condition 19 by Grantee was policy 51.1.4b of the Greater Monterey Peninsula Area Plan which provides:

Riding and hiking trails should be acquired and developed with the intent of creating a coordinated area wide trails system. All motorized vehicles shall be prohibited from using these trails. In supporting a coordinated area wide trails system, the County should give the highest priority to establishing the following trails system: . . . establish an easterly ridgeline trail from Jacks Peak Park to Laureles Grade.

WHEREAS, on July 8, 2004, Grantor timely appealed to the Monterey County Board of Supervisors the imposition of Condition 19 of the Subdivision Approval; and

WHEREAS, Grantor has elected to dismiss the pending appeal of the Subdivision Approval by executing this OTD in compliance with Condition 19 as approved.

WHEREAS, it is intended that this OTD is irrevocable and shall constitute enforceable restrictions within the meaning of Article XIII, Section 8 of the California Constitution and that said OTD when accepted shall thereby qualify as an enforceable restriction under the provision of the California Revenue and Taxation Code, section 402.1.

TERMS

NOW, THEREFORE, in consideration of and receipt of the mutual promises contained herein the parties agree as follows:

1. **Scope of OTD:** Grantor hereby grants, transfers and conveys and Grantee hereby accepts from Grantor this OTD as more particularly described below:
 - A. The OTD permits Grantee to designate a twenty (20) foot public recreational

trail easement within the area generally described on the map attached hereto and incorporated herein as Exhibit "B". The area graphically described on the map attached as Exhibit "B" shall hereafter be referred to as the "Trail Envelope".

- B. The public shall have no right of entry onto the Property until such time as the County accepts the OTD under the terms and conditions of this OTD and such public access conforms with the trail easement conditions contained in this OTD.
- C. During the term of the OTD, the Trail Envelope shall remain as scenic open space 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 express exceptions provided in Paragraph 2 of this OTD.
- D. This OTD shall be binding upon Grantor and Grantor's heirs, assigns or successors in interest to the Property for a period of twenty-one (21) years after the last date appearing beside the signature lines hereunder. Upon acceptance of this offer by Grantee, Grantor and Grantee shall execute a mutually acceptable trail easement pursuant to and consistent with the terms and conditions of this OTD.
- E. Grantee or its agent may enter onto the Property to investigate potential trail alignments within the Trail Envelope. Grantee shall provide Grantor with seventy-two (72) hours written notice prior to entering the Property. Notice shall be forwarded to the owner of the land subject to the OTD at the mailing address provided in the latest assessment roll of the Monterey County Assessor. Grantee will defend, indemnify and hold harmless Grantor from and against any loss, damage, cost, liability or expense arising out of, resulting from, or in any way connected with the Grantee's use (including but not limited to use by any employees, agents or contractors associated with the Grantee) of the right of entry provided by the OTD. Notwithstanding the above, any obligation under this Paragraph shall not apply to the extent that any loss, damage, cost, or liability is caused by the other party's negligence.
- F. At no time shall Grantor be obligated to maintain, improve or otherwise expend any funds in connection with the OTD or any interest or easement created by this OTD. All costs and expenses for such maintenance, improvements or use shall be borne by the Grantee.

2. **Allowed Uses in Trail Envelope:** The prohibition on development provided in

provision 1(D) of this OTD shall not apply to the following express exceptions stated in this paragraph, which are:

- A. 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 Trail Envelope as scenic open space) which will accomplish its purpose.
- B. Management of annual and perennial grasses in conjunction with properly managed grazing.
- C. Removal of hazardous substances or conditions.
- D. 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/provisions/subparagraphs of this OTD, including but not limited to fire trails, cleaning, burning, herbicide spraying and mowing.
- E. The installation or repair of underground utilities and septic systems in conformance with applicable laws and regulations.
- F. This OTD does not prohibit Grantor's execution of any type of conservation easement burdening the Trail Envelope which does not interfere with the rights provided by this OTD.

3. **Manner of Acceptance of OTD:** The acceptance of the OTD shall be subject to the following conditions:

- A. Prior to the twenty-one (21) year term of this OTD, Grantee shall deliver to Grantor a written acceptance of the OTD executed by the Board of Supervisors for the County of Monterey. The written acceptance of the OTD shall contain each of the following items:
 - I. A map and legal description of Grantee's proposed trail alignment within the Trail Envelope.
 - ii. Evidence of the legal entitlements permitting continuous public recreational trail use from the Property to Jacks Peak Park and Laureles Grade.
- B. Following delivery of the written acceptance of the OTD as described above,

Grantor shall have thirty (30) days to, in writing, approve the proposed trail alignment or disapprove the proposed trail alignment for reasonable cause ("Approval Period"). Reasonable cause shall be limited to the ability to realign the trail in a manner which better protects the privacy, safety and security of the Property without materially increasing the cost or utility of providing public access through the Trail Envelope.

4. **Execution of Trail Easement Following OTD Acceptance:** Upon the valid acceptance of this OTD by Grantee and the agreement by all parties on the trail alignment, Grantor shall execute and record a binding trail easement subject to the following terms and conditions ("Trail Easement"):
- A. The Trail Easement shall be non-exclusive.
 - B. The Trail Easement shall benefit the County of Monterey.
 - C. The Trail Easement shall be limited to public non-motorized hiking, biking and equestrian travel across the Trail Envelope. Public use of the Trail Easement shall not dead-end on the Property. Incidental to the public use of the Trail Easement, Grantee may develop, maintain and repair access improvements pursuant to a trail management plan adopted by Grantee.
 - D. All use of the Trail Easement shall be restricted to daylight hours.
 - E. There shall be no public use of the Trail Easement until Grantee has adopted and implemented a management plan which at a minimum addresses the following: (1) seasonal restrictions, if any; (2) improvements needed for trail construction; (3) security; (5) trail maintenance and (6) avoidance of trespass on adjacent private lands.
 - F. Grantee shall at all times maintain the Trail Easement in a neat, safe, sanitary and orderly condition.
 - G. Grantee will defend, indemnify and hold harmless Grantor from and against any loss, damage, cost, liability or expense arising out of, resulting from, or in any way connected with Grantee's or the public's use (including use by any employees, contractors, tenants, guests or licensees associated with the Grantee) of the Trail Easement. Notwithstanding the above, any obligation under this Paragraph shall not apply to the extent that any loss, damage, cost, or liability is caused by the other party's negligence.
 - H. Grantor shall not be obligated to maintain, improve, or otherwise expend any

funds in connection with the Trail Envelope or Trail Easement or any interest or easement created by this OTD. All costs and expenses for such maintenance, improvement, use or possession shall be borne by Grantee.

- I. Execution of the Trail Easement described herein shall extinguish Grantee's rights pursuant to this OTD to every portion of the Trail Envelope outside of the Trail Easement.
5. **Successors and Assigns:** This OTD 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 Trail Envelope from the date of recordation of this document and shall bind the Grantor and all successors and assigns.
6. **Execution in Counterparts:** This OTD may be signed in counterparts, and photocopies or facsimile copies of this Amendment may be used as originals.
7. **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.
8. **Compliance with Condition 19:** Grantor and Grantee's execution of this OTD constitutes conclusive evidence of Grantor's compliance with Condition 19 of the Subdivision Approval.

9. **Further Subdivision of the Property:** In the event that the Property is further subdivided, the fair market value of this OTD shall be credited against any and all exactions for trail purposes which may legally be required based on the Subdivision Approval and any subsequent subdivision approval.
10. **Integration:** This OTD contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this OTD shall be of no force and effect excepting a subsequent modification in writing, signed by both Grantor and Grantee.

IN WITNESS WHEREOF, the parties have executed this Irrevocable Offer to Dedicate Trail Easement effective as of the last date set forth below.

GRANTOR:

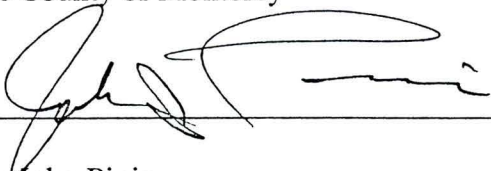
LIT NG, AS TRUSTEE OF THE NG FAMILY TRUST, U/A DATED JUNE 1, 1993

By: Lit Ng, as Trustee

Date: _____

GRANTEE:

The County of Monterey



By: John Pinio

Date: 1/13/05

Its: Director of the Monterey County Parks Department



Date: 1/14/05

By: Scott Hennessy

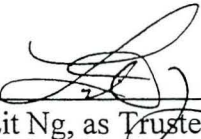
Its: Director of the Monterey County
Planning and Building Inspection Department

9. **Further Subdivision of the Property:** In the event that the Property is further subdivided, the fair market value of this OTD shall be credited against any and all exactions for trail purposes which may legally be required based on the Subdivision Approval and any subsequent subdivision approval.
10. **Integration:** This OTD contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this OTD shall be of no force and effect excepting a subsequent modification in writing, signed by both Grantor and Grantee.

IN WITNESS WHEREOF, the parties have executed this Irrevocable Offer to Dedicate Trail Easement effective as of the last date set forth below.

GRANTOR:

LIT NG, AS TRUSTEE OF THE NG FAMILY TRUST, U/A DATED JUNE 1, 1993



By: Lit Ng, as Trustee

Date: 1-18-05

GRANTEE:

The County of Monterey

Date: _____

By: John Pinio

Its: Director of the Monterey County Parks Department

Date: _____

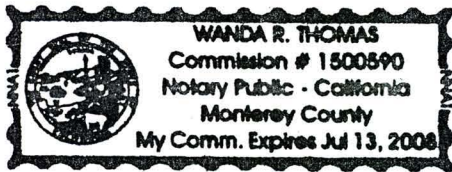
By: Scott Hennessy

Its: Director of the Monterey County
Planning and Building Inspection Department

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF MONTEREY)

On JANUARY 13, 2005, before me, WANDA R. THOMAS, a Notary Public,
personally appeared JOHN PINO
_____ 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.



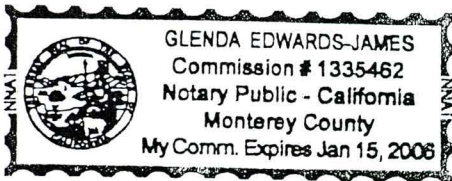
WITNESS my hand and official seal.

Wanda R. Thomas
Notary Public, State of California

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF MONTEREY)

On January 14, 2005, before me, Glenda Edwards-James, a Notary Public,
personally appeared Scott Hennessy
_____ 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.

Glenda Edwards-James
Notary Public, State of California

ACKNOWLEDGMENT

Notary Public, State of California

Notary Public, State of California

EXHIBIT "A"

All that certain real property situate in the County of Monterey, State of California, being a portion of the parcel of land described in Deed to T.A. Work, recorded May 15, 1933 in Book 363 of Official Records of Monterey County at Page 185 and a portion of the parcel of land described in Deed to Stephen Joseph Filed, recorded September 19, 1929, in Book 206 of Official Records of Monterey County at Page 261; and said real property being more particularly described as follows:

Beginning at a point on the Southerly right-of-way line of the Salinas-Monterey Highway (80 feet wide), also known as State Highway No. 68, said line also being the Southerly line of a strip of land 80 feet in width granted to the County of Monterey by Deed recorded April 30, 1929 in Book 191 of Official Records of Monterey County at Page 64; said point of beginning being a point of curvature, marked by a 4" X 4" wood post, from which point engineer's centerline station 418+69.15 E.C. bears N. 33° 42' 50" E., 40.00 feet, and the center of said curve bears N. 33° 42' 50" E., 1439.92 feet (N. 31° 59' E.. 1440.00 feet in said deed); and said point of beginning also being the most Northerly corner of the lands of Hidden Hills Land Company, a California Corporation, described in the deed from said point of beginning, leaving said highway, along the Northwesterly and Westerly line of said lands of Hidden Hills land Company the following courses: S. 40° 50' 47" W., 1438.25 feet to an iron pipe; South 980.58 feet to an iron pipe, South 1276.36 feet to an iron pipe; South 1589.29 feet to an iron pipe, South 404.40 feet to an iron pipe; South 85.47 feet to an iron pipe; and South 623.88 feet to an iron pipe in the Southerly line of the above described T.A. Work Parcel, which line is also the Northerly line of the James Meadows Tract, as patented, and last said point being the Southwest corner of said lands of Hidden Hills Land Company; thence along said line common to said T.A. Work Parcel and the James Meadows Tract, the following courses:

N. 87° 27' 26" W., 2099.14 feet to a 4" X 4" wood post; N. 87° 19' 58" W., 961.10 feet to a 4" X 4" wood post marked Lot 3 on the Southwesterly face and Lot 4 on the Southeasterly face; N. 87° 19' 25" W., 391.26 feet to a scribed stone marking the intersection of the herein described line with the range line between R 1 E and R 2 E, M.D.B. & M.; and N. 87° 19' 25" W., 371.71 feet to a point thereon; thence leaving said Southerly line of said T.A. Work Parcel North 6662.86 feet to a point on the said Southerly right-of-way line of the Salinas-Monterey Highway; thence along last said right-of-way line the following courses:

S. 74° 48' 00" E., 15.93 feet; N. 83° 23' 55" E., 53.85 feet; S. 74° 48' 00" E., 827.13 feet to a point of curvature from which point a 4" X 4" wood post bears N. 15° 12' 00" E., 80.00 feet; tangent to the proceeding course, Southeasterly

EXHIBIT "A"

along the arc of a curve to the left having a radius of 2038.38 feet and a central angel of $30^{\circ} 40' 00''$, an arc distance of 1091.07 feet to a 4" X 4" wood post; tangent to the preceding curve, N. $74^{\circ} 32' 00''$ E., 763.48 feet to a point of curvature, from which point a 4" X 4" post bears N. $15^{\circ} 28' 00''$ W., 80.00 feet; tangent to the preceding course, Northeasterly along the arc of a curve to the right having a radius of 1459.91 feet and a central angle of $49^{\circ} 10' 50''$, an arc distance of 1253.13 feet; tangent to the preceding curve, S. $56^{\circ} 17' 10''$ E., 1057.54 feet to the point of beginning.

Excepting therefrom that portion of said land described in the Deed to Hidden Hills West Ltd., a limited partnership, recorded July 6, 1970 in Reel 657, Page 135, Official Records.

Also excepting therefrom that portio~~n~~ of said land described in the Deed to Edward F. Hogan, et ux, recorded July 6, 1970 in Reel 657, Page 144-147, Official Records.

Trail Envelope Legal Description

Said Trail Envelope being situated upon lands of the Ng Family Trust being a part of Monterey City Lands Tract No. 2 situated in Monterey County and more particularly described as follows:

Beginning at the northwest corner of Parcel A, as shown on the Record of Survey recorded in Volume 1, Page 107 of Surveys in the records of Monterey County, thence;

- 1) North, 557.48 feet along the west line of said Ng Family Trust; thence leaving said west line
- 2) East, 100.00 feet; thence
- 3) South $14^{\circ}18'46''$ East, 534.84 feet to a point being 50 feet perpendicular to the north line of said Parcel A; thence along a line being 50.00 feet north of and parallel with the north line of Parcels A, B, and C of said Record of Survey the following two courses;
- 4) South $87^{\circ}20'02''$ East, 2,370.46 feet ($N87^{\circ}19'58''W$ per record); thence North $70^{\circ}29'44''$ East, 162.35 feet ($N70^{\circ}30'09''W$ per record) to a point on the centerline of a 60.0' Road & Utility Easement recorded in Reel 642, Page 639 in the records of Monterey County, said point also being the beginning of a non-tangent curve concave to the Northwest having a radius of 300.00 feet, and to which a radial bears South $83^{\circ}24'48''$ East; thence
- 5) Southerly 57.48 feet along said curve through a central angle of $10^{\circ}58'38''$;
- 6) $S17^{\circ}51'50''W$, 1.39 feet; thence leaving said centerline and continuing along the north line of Parcels A, B, and C as shown on said Record of Survey the following two courses;
- 7) $S70^{\circ}29'44''W$, 141.23 feet ($N70^{\circ}30'09''W$ per record); thence
- 8) $N87^{\circ}20'02''W$, 2,610.42 feet ($N87^{\circ}19'58''W$, 2610.12 feet per record) returning to the **Point Of Beginning**.

Said Trail Envelope contains 222,930 square feet or 5.12 acres, more or less.

Bearings cited herein are referenced to grid north Zone 4 of the California Coordinate System, 1983 as determined by G. P. S. observation.

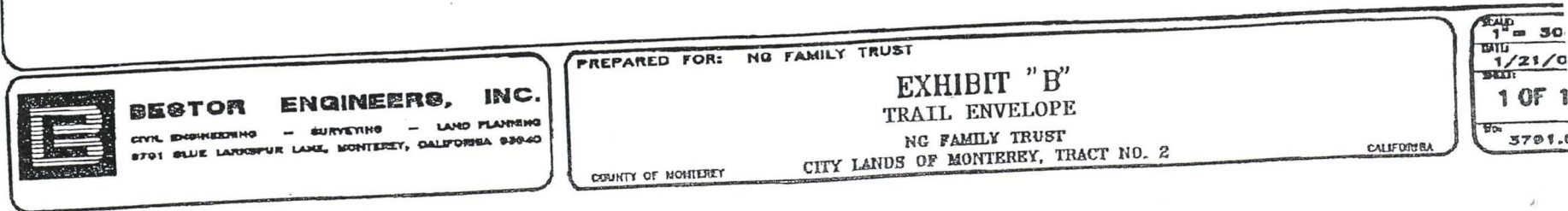
Dated: January 21, 2005

Bestor Engineers, Inc.

David Nachazel, PLS
LS 7866
Exp: 12/31/06



EXHIBIT "B"



VOL 13 PARCEL MAPS,
PAGE 134

SCALE
1" = 30'
DATE
1/21/0
SHEET
1 OF 1
No. 3791.0