

HANA/Upper
Sawmill

REEL 2155 PAGE 912

RECORDED AT REQUEST OF

Recording Requested By
and
When Recorded Mail To:

California Coastal Commission
631 Howard Street
Fourth Floor
San Francisco, CA 94105

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C. C. C.
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OFFICE OF RECORDER
COUNTY OF MONTEREY
SALINAS, CALIFORNIA

62535

OFFER TO DEDICATE CONSERVATION EASEMENT
HUCKLEBERRY HILL OPEN SPACE

This Offer to Dedicate Conservation Easement ("Offer") is made this 21st day of July, 1987, by PEBBLE BEACH COMPANY, a California general partnership ("Grantor").

This Offer is made with reference to the following facts and circumstances:

A. Grantor is the owner of certain real property located in the Del Monte Forest Area, County of Monterey, State of California, more particularly described in Exhibit "A" attached hereto and incorporated by this reference herein (the "Huckleberry Hill Open Space"). A map showing the areas included within the Huckleberry Hill Open Space is attached hereto as Exhibit "B" and incorporated by this reference herein.

B. The Huckleberry Hill Open Space is presently substantially in an undisturbed natural state, and contains natural, scenic and open space qualities and features valuable for plant and wildlife habitat deemed worthy of protection and preservation.

C. The Monterey County Local Coastal Program Del Monte Forest Area Land Use Plan (the "Del Monte Forest LUP") designates the Huckleberry Hill Open Space as "Forest Open Space." The Huckleberry Hill Open Space, together with adjoining real property owned by the Del Monte Forest Foundation, a California non-profit corporation, comprises the "Huckleberry Hill Natural Habitat Area" designated in the Del Monte Forest LUP. One of the

objectives of the Del Monte Forest LUP is that the Huckleberry Hill Natural Habitat Area be preserved and maintained substantially as natural habitat open space.

D. Concurrent with the preservation of the Huckleberry Hill Open Space substantially as natural habitat open space, the Del Monte Forest LUP anticipates and allows certain development and uses within the Huckleberry Hill Open Space deemed necessary or convenient to achieve and carry out the planning and development objectives of the Del Monte Forest LUP. Such development and uses are deemed consistent and compatible with the preservation of the Huckleberry Hill Open Space as natural habitat open space.

E. Grantor has been granted and issued permits from the County of Monterey (the "County") and the California Coastal Commission (the "Commission") to undertake development consisting of a resort hotel, golf course, condominiums, road construction, sand extraction and associated improvements and activities, which development is collectively known and referred to herein as the "Spanish Bay Resort Project." The County, pursuant to applicable law, granted to Grantor Combined Development Permit DC-5202 on November 6, 1984 for the Spanish Bay Resort Project, which permit, as amended from time to time, is referred to herein as the "County Permit." The Commission, pursuant to the California Coastal Act of 1976 (Public Resources Code Section 30000 et seq.; the "Coastal Act"), granted to Grantor Coastal Permit No. 3-84-226, on March 28, 1985, for the Spanish Bay Resort Project, which permit, as amended from time to time, is referred to herein as the "Coastal Permit."

F. This Offer is for the purpose of carrying out the objectives of the Del Monte Forest LUP and satisfying and complying with Condition No. 31 of the County Permit and Condition No. 5 of the Coastal Permit.

NOW, THEREFORE, in consideration of the above recitals, and the granting and issuance of the County Permit and the Coastal Permit to Grantor, Grantor hereby offers to dedicate to a public agency or private association acceptable to the Executive

Director of the Commission ("Grantee"), a Conservation easement in perpetuity for the preservation of natural and scenic resources over the Huckleberry Hill Open Space.

This Offer consists of and shall be subject to the following terms and conditions.

I. PURPOSE AND INTENT OF THIS OFFER.

The primary purpose of this Offer is the permanent preservation of natural plant and wildlife habitat within the Huckleberry Hill Open Space. It is the intent of this Offer that, subject to and except for the development and uses permitted or reserved by Grantor in this Offer, the Huckleberry Hill Open Space shall remain predominantly as undeveloped forest open space in substantially its natural state. All of the development and uses permitted or reserved by Grantor in this Offer are expressly hereby declared to be consistent with the primary purpose and intent of this Offer.

II. RESTRICTIONS ON DEVELOPMENT AND USE.

Grantor covenants and agrees that the development and use of the Huckleberry Hill Open Space shall be limited to the following development and uses, each of which is hereby expressly declared and found to be consistent with the primary purpose and intent of this Offer. When under applicable law governmental permits or approvals are necessary to engage in a particular development or use, such governmental permits or approvals shall be obtained prior to commencement of the development or use. The development and uses permitted under this Offer are the following:

- A. Open space for plant and wildlife habitat protection.
- B. Management, maintenance and improvement activities for the conservation, protection and enhancement of the natural habitat.
- C. Public and private visitation and recreational uses and scientific study.
- D. The construction, maintenance, repair and use of public service and utility lines, pipes and minor transmission facilities (including those for gas, electricity, telephone,

water, sewer, and cable television), and facilities for drainage and erosion and sedimentation control.

E. The construction, maintenance, repair and use of minor structural facilities related to the maintenance or incidental use of the Huckleberry Hill Open Space for natural habitat protection and outdoor recreation.

F. The maintenance, repair and use of existing fire roads, pedestrian and equestrian trails, and construction, maintenance, repair and use of new pedestrian and equestrian trails.

G. Maintenance, repair and use of the development and uses existing on the date of this Offer as specified in Exhibit "C" attached hereto and incorporated by this reference herein, subject to modification as provided for by Condition No. 28 of the Coastal Permit.

H. The construction, maintenance, repair and use of the development and uses authorized by the County Permit and the Coastal Permit.

I. The construction, maintenance, repair and use of those public and private roads generally shown in the Del Monte Forest LUP and additions and improvements related thereto, including structural support, interchanges, entrance gates and parking areas, subject to the limitations and requirements of the Del Monte Forest LUP.

J. Within Areas 3 and 6 as described in Exhibits "A" and "B," in addition to the development and uses described above, the construction, maintenance, repair, and use of facilities for plant propagation and general forestry activities (including facilities for firewood processing and storage) and facilities for active outdoor recreational pursuits (such as parks and picnic areas, but excluding tennis courts, off-road vehicle use or similar activities inconsistent with the primary purpose of this Offer).

K. Such future construction, development and uses as may be permitted under the Del Monte Forest LUP consistent with the primary purpose and intent to preserve and maintain the Huckle-

berry Hill Open Space substantially as natural habitat open space under the provisions of this Offer.

L. Maintenance and repair activities necessary for all of the above-described development and uses; provided, however, that grading and vegetation removal, unless permitted under the Forest Maintenance Standard referred to in Paragraph IV or otherwise authorized by governmental approvals shall not be deemed "maintenance and repair" but shall require separate governmental approvals.

Nothing in this Offer shall preclude Grantor from subdividing the Huckleberry Hill Open Space into two or more separate parcels.

III. RESERVATIONS AND EXCEPTIONS.

Grantor reserves from this Offer the right to conduct and engage in all of the development and uses enumerated in Paragraph II above and such other development and uses as are consistent with the primary purpose and intent of this Offer. Such rights are reserved by Grantor for the benefit of Grantor and its successors and assigns and such rights shall continue as rights reserved to Grantor after a conveyance of title by Grantor.

Grantor hereby excepts from this Offer the location of the physical improvements of the new entrance gate and road contemplated by the Del Monte Forest LUP within the Huckleberry Hill Open Space as and when such location is finally established through construction of the entrance gate and road.

IV. MANAGEMENT AND MAINTENANCE.

Grantor, for as long as Grantor owns the Huckleberry Hill Open Space, and its successors and assigns in the ownership of the Huckleberry Hill Open Space, shall use reasonable and good faith efforts to manage and maintain the Huckleberry Hill Open Space in accordance with the standards of the Management Plan for Del Monte Forest Open Space Property prepared for Del Monte Forest Open Space Advisory Committee (OSAC) (hereinafter the "OSAC Plan"), adopted as a part of the Del Monte Forest LUP. Grantor agrees, at Grantor's expense, to cause to be prepared by OSAC a Forest Maintenance Standard for the Huckleberry Hill Open

Space pursuant to the OSAC Plan. The Forest Maintenance Standard shall specify the contemplated uses and the management, maintenance and improvement standards and activities to be carried out in furtherance of the preservation, protection and enhancement of the natural habitat of the Huckleberry Hill Open Space.

The Forest Maintenance Standard shall be reviewed and approved in writing by the Director of Planning of the County and the Executive Director of the Commission. Grantor covenants and agrees that it will cause the Forest Maintenance Standard to be prepared and submitted to the Director of Planning of the County and the Executive Director of the Commission not later than one year from the date of recording of this Offer.

V. PUBLIC ENTRY AND USE OF ROADS IN DEL MONTE FOREST.

Entry into Del Monte Forest is by permission of Grantor and subject to rules and regulations imposed by Grantor. The road system of Del Monte Forest is privately owned by Grantor and the use of the roads in Del Monte Forest is by permission of Grantor and subject to the payment of a fee for motor vehicle use and rules and regulations imposed by Grantor.

Grantor is required to enter into an agreement with the County prescribing the terms, conditions and regulations for entry into Del Monte Forest and the use of the roads in Del Monte Forest by the public by Policy 96 and Policy 145 of the Del Monte Forest LUP, Condition No. 35 of the County Permit and Condition No. 13 of the Permit. Said agreement is subject to the review and approval of the Executive Director of the Commission. Access to and the use of the Huckleberry Hill Open Space by members of the public is expressly subject and subordinate to the terms and conditions of said agreement and subject and subordinate to the rights of Grantor contained therein. Until such time as said agreement is entered into and becomes effective, access to and the use of the Huckleberry Hill Open Space by members of the public shall be subject and subordinate to Grantor's rights to regulate entry and use of the roads in Del Monte Forest consistent with Policy 96 of the LUP, a copy of which is attached hereto as Exhibit "D" and incorporated by reference herein.

VI. ENFORCEMENT.

Upon acceptance of this Offer by Grantee:

A. Grantee and its agents shall have the right to enter upon the Huckleberry Hill Open Space at all reasonable times to determine whether the terms of this Offer are being observed. If Grantee believes that Grantor is not carrying out the terms of this Offer, Grantee shall give written notice to Grantor specifying the respects in which Grantee believes that Grantor is not carrying out the terms of this Offer. If Grantor does not commence action to reasonably remedy the deficiencies specified in Grantee's notice within twenty (20) days after receipt of Grantee's notice, or if Grantor does not thereafter diligently pursue and complete such remedial action, Grantee may avail itself of the legal and equitable remedies provided in subparagraph B below. Grantor's failure to observe the terms of this Offer shall not, however, affect the effectiveness or validity of the County Permit or the Coastal Permit.

B. Grantee may bring any action in court necessary to enforce this Offer, including but not limited to injunction to terminate any use or activity contrary to the restrictions of this Offer and to force the restoration of all damage done by such use or activity, or an action to enforce the terms and provisions hereof by specific performance. It is understood and agreed that the enforcement proceeding provided in this paragraph is not exclusive and that Grantee may pursue any appropriate legal and equitable remedies. Any forbearance on the part of Grantee to enforce the terms and provisions hereof in the event of a breach shall not be deemed a waiver of Grantee's rights regarding any subsequent breach.

VII. RIGHTS OF THE COUNTY.

It is acknowledged that this Offer, when accepted by Grantee, has the purpose and effect of implementing the provisions and policies of the Del Monte Forest LUP with respect to the land use for the Huckleberry Hill Open Space, which is a matter of concern to the County. Consequently, upon acceptance of this Offer by Grantee, the restrictions and covenants of

Grantor under the terms of this Offer shall ~~be~~ for the benefit of the County as well as Grantee, and the County shall have the right to enforce the terms of this Offer in the same manner as Grantee (as specified in Paragraph VI) if enforcement by the County is necessary to insure that the terms of this Offer are carried out or if Grantee ceases or is unable to adequately carry out its responsibilities to effectuate the intended purpose of natural habitat preservation.

VIII. ACCEPTANCE OF OFFER.

The Del Monte Forest Foundation, a nonprofit corporation, shall have the exclusive right to accept this Offer for a period of five (5) years from the date of recording of this Offer, and no other public agency or private association shall have the power to accept this Offer within said five year period. If the Del Monte Forest Foundation has not accepted this Offer within said five year period, this Offer may thereafter be accepted by any public agency or private association acceptable to the Executive Director of the Commission and reasonably acceptable to Grantor.

This Offer may be accepted by Grantor only by the execution, acknowledgment and recording of the Certificate of Acceptance in the form of Exhibit "E" attached hereto and incorporated by reference herein, and delivery of a copy thereof to Grantor, the Executive Director of the Commission, and the County.

IX. AMENDMENT.

This Offer may be amended by the written agreement of Grantor and the Executive Director of the Commission at any time prior to acceptance of this Offer. After acceptance of this Offer, this Offer and the conservation easement may be amended by the written agreement of Grantor, Grantee, the County and the Executive Director of the Commission. Any such amendment shall be effective upon recording.

X. NO RECOURSE.

No recourse shall be had against any partner of Grantor or any partner or subpartner of a partner of Grantor, or any legal representative, heir, successor or assign of any thereof, on

account of any obligation or for any claim arising out of or in respect to this Offer, or any act or omission with respect to the performance of this Offer or in the course thereof. Recourse for any such obligation or claim shall be limited solely to Grantor and the assets of Grantor (a deficit capital account of any partner of Grantor or other funding obligation of a partner under the partnership agreement of Grantor shall not be deemed an asset or property of Grantor), and no judgment, order or execution entered in any suit, action or proceeding, whether legal or equitable, on any such obligation or claim shall be sought, obtained or enforced against any partner or heir, successor or assign, or against their respective individual assets.

XI. DURATION OF OFFER AND BINDING EFFECT.

The terms, covenants, conditions, restrictions and reservations contained in this Offer constitute covenants running with the land described in Exhibit "A" and shall be binding upon and inure to the benefit of Grantor and its successors and assigns in the ownership of the land described in Exhibit "A" for a period of twenty-one (21) years from the date of recording of this Offer. If this Offer is accepted by Grantee in accordance with its terms within said twenty-one (21) year period, all of the terms, covenants, conditions, restrictions and reservations contained in this Offer shall constitute covenants running with the land described in Exhibit "A" in perpetuity and shall burden the land and be binding upon and inure to the benefit of Grantor and its successors and assigns in the ownership of the land described in Exhibit "A" as a conservation easement in perpetuity for the benefit of Grantee and the County.

XII. TRANSFER OF TITLE.

Grantor shall have the absolute right to transfer its right, title and interest in and to all or any portion of the Huckleberry Hill Open Space, and upon such a transfer the transferee, by acceptance of the deed (whether or not so stated in the deed), shall have assumed and be obligated to perform all of the covenants of Grantor under this Offer, and shall have all of the rights and obligations of and be deemed the "Grantor" for

all purposes under this Offer (except as otherwise provided in Paragraph III), with respect to the land transferred; and upon such a transfer Grantor shall be fully relieved and discharged from all of Grantor's obligations under this Offer with respect to the land transferred.

XIII. ASSIGNMENT.

A. Grantor shall have the right to assign its rights or delegate its obligations under this Offer, in whole or in part. No such assignment or delegation by Grantor, however, shall relieve the owner or owners of the Huckleberry Hill Open Space from the obligation to perform the covenants of this Offer as covenants running with the land as specified in Paragraph XI above.

B. Grantee shall have the right to assign its rights and delegate its obligations under this Offer, but only to a public agency or private association which agrees in writing to accept such rights and assume such obligations and is approved in writing in advance by the Executive Director of the Commission and Grantor. Grantee shall not abandon the conservation easement once accepted, but may assign the conservation easement in accordance with the preceding sentence.

XIV. SUCCESSORS AND ASSIGNS.

Subject to the foregoing provisions of this Offer, this Offer and all of its terms shall be binding upon and inure to the benefit of Grantor and its successors and assigns and Grantee and its successors and assigns.

IN WITNESS WHEREOF, Grantor has executed this Offer on the 21st day of July, 1987.

PEBBLE BEACH COMPANY,
a California General Partnership,

By MKDG II, a Colorado General
Partnership, a General Partner

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By 3M Investment Co., a General
Partnership, a General Partner
of MKDG II

By *Myron M. Miller*
MYRON M. MILLER, a General
Partner

By MKDG IV, a Colorado General
Partnership, a General Partner

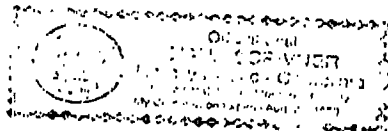
By 3M Investment Co., a General
Partnership, a General Partner
of MKDG IV

By *Myron M. Miller*
MYRON M. MILLER, a General
Partner

ACKNOWLEDGMENT

STATE OF California)
COUNTY OF Monterey) ss.

On this 21st day of July, 1987, before me, a Notary Public in and for said State, duly commissioned and sworn, personally appeared MYRON M. MILLER, personally known to me (or proved to me on the basis of satisfactory evidence) to be a General Partner of 3M Investment Co., a general partnership, the general partnership that executed the within instrument, said general partnership being a General Partner of MKDG II and MKDG IV, each Colorado general partnerships which are the general partners of Pebble Beach Company, a California general partnership, and acknowledged to me that said general partnership first above named executed the same as a General Partner of the general partnerships which are the partners of the last named general partnership, and that said last named general partnership executed the same.



Diana Scribner
Notary Public, State of
California

August 31, 1990
My Commission expires:

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This is to certify that the Offer to Dedicate set forth above, dated July 21, 1987, and signed by PEBBLE BEACH COMPANY, is hereby acknowledged by the undersigned officer on behalf of the California Coastal Commission pursuant to authority conferred by the California Coastal Commission when it granted Coastal Development Permit No. 3-84-226 on March 28, 1985, and the California Coastal Commission consents to recordation thereof by its duly authorized officer.

DATED: Aug. 11, 1987

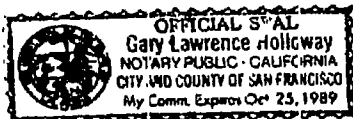
Peter Douglas, Executive Director

Peter Douglas
California Coastal Commission

State of California
County of San Francisco

SS.

On this 11th day of August, in the year 1987, before me, Gary Lawrence Holloway, Notary Public, personally appeared Peter Douglas, personally known to me (or proved to me on the basis of satisfactory evidence) to be the authorized representative of the California Coastal Commission and the person whose name is subscribed to this instrument and acknowledged that he executed it.
IN WITNESS WHEREOF I hereunto set my hand and official seal.



Gary Lawrence Holloway
Notary Public

EXHIBIT "A"
 TO OFFER TO DEDICATE CONSERVATION EASEMENT
 DESCRIPTION OF PARCELS IN GOWEN CYPRESS - HUCKLEBERRY HILL AREA
 BEING ALL OF PARCEL 5, PORTION OF PARCEL 6
 (VOL. 15, C & T PAGE 52), AND APN 008-041-03
 (REEL 1904 OR 541) FOR PEBBLE BEACH COMPANY

CERTAIN real property situate in El Pescadero Rancho, County of Monterey, State of California, particularly described as follows:

AREA 1 (326.310 ACRES)

BEGINNING at the corner common to Parcels 4, 5 and 6, as said corner and parcels are shown and so designated on that certain map entitled "Tract No. 1003, Poppy Hills Golf Course Subdivision, etc.," filed 24 October 1984 in Volume 15 of Cities and Towns, at Page 52, Records of Monterey County, California; thence along the westerly boundary of said Parcel 6, as said boundary is shown and designated as Courses numbered (1) through (8) on said map.

- (1) Northeasterly, 1098.56 feet along the arc of a curve to the left (center bears N 20° 00' 25" E, 951.67 feet distant), through a central angle of 60° 08' 22" to a point of compound curvature; thence tangentially;
- (2) Northeasterly, 443.16 feet along the arc of a compound curve to the left having a radius of 1800.00 feet, through a central angle of 14° 06' 22"; thence non-tangentially
- (3) N 20° 25' 06" W, 1461.85 feet; thence
- (4) S 69° 49' 14" W, 623.26 feet; thence
- (5) N 30° 03' 07" W, 329.48 feet; thence
- (6) N 30° 00' 00" W, 300.00 feet; thence
- (7) N 27° 53' 31" W, 376.01 feet; thence
- (8) S 84° 41' 34" W, 8.35 feet; thence leaving last said course and running along a line drawn parallel with and 50 feet easterly of Course numbered (9) of said Parcel 6, as said course is also shown on said map.
- (9) Northwesterly, 100.28 feet along the arc of a non-tangent curve to the right (center bears N 69° 10' 03" E, 370.00 feet distant), through a central angle of 15° 31' 42" to a point on Course numbered (10) of said Parcel 6; thence along the following Courses numbered (10) through (22), as said courses are shown and so designated on said map.
- (10) N 84° 41' 34" E, 10.00 feet; thence
- (11) N 02° 47' 58" E, 140.30 feet; thence
- (12) N 86° 59' 14" E, 190.26 feet; thence

- (13) S 74° 17' 29" E, 664.83 feet; thence
- (14) S 40° 24' 00" E, 617.17 feet; thence
- (15) S 29° 14' 56" E, 286.53 feet; thence
- (16) S 54° 32' 40" E, 810.25 feet; thence
- (17) S 62° 56' 58" E, 263.87 feet; thence
- (18) Northeasterly, 370.78 feet along the arc of a non-tangent curve to the left, (center bears N 44° 11' 48" W, 800.00 feet distant) through a central angle of 26° 33' 18"; thence non-tangentially
- (19) N 62° 15' 00" W, 215.00 feet; thence
- (20) N 65° 46' 27" W, 603.40 feet; thence
- (21) N 60° 00' 00" W, 150.00 feet; thence
- (22) N 49° 30' 00" W, 200.00 feet; thence leaving said courses of said Parcel 6
- (23) N 47° 41' 00" E, 369.93 feet; thence
- (24) S 88° 48' 00" E, 683.27 feet; thence
- (25) N 36° 28' 30" E, 345.00 feet; thence
- (26) N 62° 05' 00" W, 366.00 feet; thence
- (27) N 83° 26' 30" W, 350.00 feet; thence
- (28) N 51° 41' 00" W, 520.00 feet; thence
- (29) N 47° 31' 46" W, 640.25 feet; thence
- (30) Northwesterly, 237.87 feet along the arc of a non-tangent curve to the right (center bears N 14° 27' 40" E, 730.00 feet distant), through a central angle of 18° 40' 10"; thence radially
- (31) N 33° 07' 50" E, 60.00 feet; thence
- (32) N 56° 52' 10" W, 100.54 feet to the southeasterly terminus of Course numbered (41) of said Parcel 6, as said course is shown on said map; thence along said course
- (33) N 59° 55' 00" E, 2173.44 feet; thence along the northeasterly boundary of said Parcel 6, shown and designated as Courses numbered (42) through (46) on said map
- (34) S 29° 53' 00" E, 66.16 feet; thence
- (35) S 78° 14' 55" E, 20.00 feet; thence

- (36) Southeasterly, 534.85 feet along the arc of a non-tangent curve to the left (center bears S 78° 14' 55" E, 480.00 feet distant), through a central angle of 63° 50' 35"; thence tangentially
- (37) S 52° 05' 30" E, 1241.83 feet; thence
- (38) S 33° 41' 00" E, 63.53 feet to the most northerly corner of that certain parcel described in deed recorded November 27, 1985 in Reel 1904 at page 541, Official Records of Monterey County, California; thence leaving said Course numbered (46) and running along northeasterly line of said parcel
- (39) S 52° 05' 30" E, 659.67 feet; thence
- (40) Southeasterly, 387.31 feet along the arc of a tangent curve to the right having a radius of 450 feet, through a central angle of 49° 18' 48" to a point on the boundary of the Presidio of Monterey; thence leaving said northeasterly line and running along last said boundary
- (41) S 47° 52' W, 169.29 feet to the intersection of the common boundary of Presidio of Monterey and City Lands of Monterey with the Rancho Line of El Pescadero Rancho, as said intersection is shown and so designated as "Granite Monument numbered 5507" on that certain map entitled "Licensed Surveyor's Map of El Pescadero and Point Pinos Ranchos... etc.", filed January 12, 1922 in Volume 3 of Surveys at Page 3, Records of Monterey County, California; thence leaving said boundary and line
- (42) N 69° 04' 07" W., 30.00 feet; thence
- (43) Southerly, 574.80 feet along the arc of a tangent curve to the left having a radius of 300.00 feet through a central angle of 109° 46' 45"; thence tangentially
- (44) S 1° 09' 08" W., 848.41 feet to a point on Course numbered (51) of said Parcel 6; thence along the following Courses numbered (51) through (62), as said courses are shown and so designated on first said map
- (45) Southeasterly, 137.70 feet along the arc of a tangent curve to the left having a radius of 330.42 feet, through a central angle of 23° 52' 38" to a point of reverse curvature; thence tangentially
- (46) Southwesterly, 290.44 feet along the arc of a reverse curve to the right having a radius of 276.12 feet, through a central angle of 60° 16' 00" to a point of reverse curvature; thence tangentially
- (47) Southwesterly, 687.63 feet along the arc of a reverse curve to the left having a radius of 328.01 feet, through a central angle of 120° 06' 47"; thence non-tangentially

- (48) Southwesterly, 138.68 feet along the arc of a non-tangent curve to the right (center bears N 71° 32' 28" W, 170.00 feet distant), through a central angle of 46° 44' 28" to a point of reverse curvature; thence tangentially
- (49) Southwesterly, 68.79 feet along the arc of a reverse curve to the left having a radius of 235.99 feet, through a central angle of 16° 42' 01" to a point of compound curvature; thence tangentially
- (50) Southeasterly, 149.75 feet along the arc of a compound curve to the left having a radius of 330.00 feet, through a central angle of 26° 00' 00"; thence tangentially
- (51) S 22° 30' 00" W, 80.00 feet; thence
- (52) Southwesterly, 110.32 feet along the arc of a tangent curve to the right having a radius of 114.87 feet, through a central angle of 55° 01' 36" to a point of reverse curvature; thence tangentially
- (53) Southwesterly, 226.63 feet along the arc of a reverse curve to the left having a radius of 130.00 feet, through a central angle of 99° 53' 03" to a point of reverse curvature; thence tangentially
- (54) Southeasterly, 128.29 feet along the arc of a reverse curve to the right having a radius of 1000.00 feet, through a central angle of 7° 21' 01" to a point of compound curvature; thence tangentially
- (55) Southwesterly, 180.66 feet along the arc of a compound curve to the right having a radius of 150.00 feet, through a central angle of 69° 00' 26" to a point of reverse curvature; thence tangentially
- (56) Southerly, 196.65 feet along the arc of a reverse curve to the left having a radius of 230.00 feet, through a central angle of 48° 59' 15"; thence leaving last said Course numbered (62) and running radially
- (57) N 84° 59' 15" W., 72.05 feet; thence
- (58) North, 90.10 feet; thence
- (59) N 33° 34' 06" E., 64.31 feet; thence
- (60) N 11° 55' 49" W., 41.68 feet; thence
- (61) N 59° 38' 46" W., 45.90 feet; thence
- (62) N 82° 35' 59" W., 54.79 feet; thence
- (63) N 18° 49' 37" W., 42.17 feet; thence
- (64) N 49° 41' 29" W., 68.90 feet; thence

- (65) N 60° 46' 44" W., 99.69 feet; thence
- (66) S 12° 58' 09" W., 93.34 feet; thence
- (67) S 15° 23' 14" E., 63.89 feet; thence
- (68) S 18° 23' 10" E., 50.47 feet; thence
- (69) S 7° 54' 02" W., 46.52 feet; thence
- (70) S 62° 04' 53" W 35.10 feet; thence
- (71) S 86° 31' 35" W., 46.86 feet; thence
- (72) S 71° 25' 00" W., 13.40 feet; thence
- (73) S 53° 58' 24" W., 45.07 feet; thence
- (74) S 24° 18' 15" W., 48.50 feet; thence
- (75) S 8° 14' 00" E., 39.00 feet; thence
- (76) S 29° 27' 50" E., 77.40 feet; thence
- (77) S 67° 47' 00" E., 64.10 feet; thence
- (78) N 84° 42' 30" E., 70.50 feet; thence
- (79) N 65° 50' 00" E., 139.25 feet; thence
- (80) S 87° 55' 00" E., 43.50 feet; thence
- (81) S 67° 15' 00" E., 24.00 feet; thence
- (82) S 75° 18' 00" E., 78.00 feet to a point on Course numbered (63) of said Parcel 6; thence along said course numbered (63) through (68) on the southeasterly boundary of said Parcel 6
- (83) Southeasterly, 200.26 feet along the arc of a curve to the left (center bears N 75° 39' 06" E., 710.00 feet distant), through a central angle of 16° 09' 38" to a point of reverse curvature; thence tangentially
- (84) Southwesterly, 200.68 feet along the arc of a reverse curve to the right having a radius of 14.00 feet through a central angle of 82° 07' 47" to a point of reverse curvature; thence tangentially
- (85) Southwesterly, 192.73 feet along the arc of a reverse curve to the left having a radius of 310.00 feet, through a central angle of 35° 37' 15"; thence tangentially
- (86) S 16° 00' 00" W, 206.62 feet; thence

- (87) Southwesterly, 31.62 feet along the arc of a tangent curve to the right having a radius of 221.86 feet, through a central angle of $8^{\circ} 10' 00''$; thence tangentially
- (88) S $24^{\circ} 10' 00''$ W, 33.11 feet; thence leaving said Course numbered (68) and said boundary of said Parcel 6
- (89) N $72^{\circ} 30' 00''$ W., 165.00 feet; thence
- (90) S $35^{\circ} 53' 00''$ W., 121.00 feet; thence
- (91) S $54^{\circ} 10' 00''$ W., 133.00 feet; thence
- (92) N $83^{\circ} 44' 00''$ W., 81.00 feet; thence
- (93) N $37^{\circ} 08' 00''$ W., 81.00 feet; thence
- (94) N $43^{\circ} 03' 00''$ W., 197.00 feet; thence
- (95) N $45^{\circ} 43' 00''$ W., 140.00 feet; thence
- (96) N $26^{\circ} 08' 00''$ W., 199.00 feet; thence
- (97) N $31^{\circ} 13' 00''$ W., 190.00 feet; thence
- (98) N $34^{\circ} 08' 00''$ W., 135.00 feet; thence
- (99) N $28^{\circ} 56' 00''$ W., 131.80 feet; thence
- (100) S $54^{\circ} 30' 00''$ W., 435.13 feet; thence
- (101) N $35^{\circ} 30' 00''$ W, 254.70 feet; thence
- (102) N $45^{\circ} 00' 00''$ W, 180.00 feet; thence
- (103) S $55^{\circ} 00' 00''$ W, 190.00 feet; thence
- (104) N $70^{\circ} 00' 00''$ W, 270.00 feet; thence
- (105) S $85^{\circ} 56' 00''$ W, 367.81 feet; thence
- (106) S $12^{\circ} 15' 00''$ W, 330.00 feet; thence
- (107) S $41^{\circ} 30' 00''$ E, 410.00 feet; thence
- (108) S $48^{\circ} 44' 54''$ W, 314.54 feet to a point on Course numbered (85) of said Parcel 6, said point being 17.84 feet distant from the southeasterly terminus of said course, as said course is shown on said map; thence along said course and the southwesterly boundary of said Parcel 6
- (109) N $31^{\circ} 40' 00''$ W, 405.93 feet; thence continuing along last said boundary and Course numbered (86) through (88) of said Parcel 6

(110) Northwestery, 191.11 feet along the arc of a tangent curve to the left having a radius of 300.00 feet, through a central angle of $35^{\circ} 30' 00''$; thence tangentially

(111) N $68^{\circ} 10' 00''$ W, 433.00 feet; thence

(112) N $0^{\circ} 31' 03''$ W, 564.53 feet to the POINT OF BEGINNING.

AREA 2 (5.946 ACRES)

BEGINNING at the intersection of the common boundary between City Lands of Monterey and Presidio of Monterey with the Rancho line of El Pescadero Rancho, as said intersection is shown and so designated as "Granite Monument Numbered 5507" on that certain map entitled "Licensed Surveyor's Map of El Pescadero and Point Pinos Ranches, etc..." filed January 12, 1922 in Volume 3 of Surveys at Page 3, Records of Monterey County, California; thence leaving said boundary and running along said rancho line

(1) S $33^{\circ} 50' 30''$ E., 42.10 feet (described as Course Numbered (47) of that certain 472.12 acre parcel shown and designated as "Parcel 6" on that certain map entitled "Tract No. 1003, Poppy Hills Golf Course Subdivision, etc...", filed 24 October 1984 in Volume 15 of Cities and Towns, at Page 52, Records of Monterey County, California); thence leaving said rancho line and running along the easterly boundary of said Parcel 6, as said boundary is shown and designated as Courses numbered (48) through (51) on last said map

(2) S $20^{\circ} 55' 53''$ W., 517.62 feet; thence

(3) Southwesterly, 83.31 feet along the arc of a tangent curve to the right having a radius of 507.22 feet, through a central angle of $9^{\circ} 24' 37''$; thence tangentially

(4) S $30^{\circ} 20' 30''$ W., 414.78 feet; thence

(5) Southeasterly, 168.33 feet along the arc of a tangent curve to the left having a radius of 330.42 feet through a central angle of $29^{\circ} 11' 22''$; thence leaving said boundary and course, and running tangentially

(6) N $1^{\circ} 09' 08''$ E., 848.41 feet; thence

(7) Northerly, 574.80 feet along the arc of a tangent curve to the right having a radius of 300.00 feet, through a central angle of $109^{\circ} 46' 45''$; thence tangentially

(8) S $69^{\circ} 04' 07''$ E., 30.00 feet to the POINT OF BEGINNING and being a portion of said Parcel 6.

AREA 3 (2.566 ACRES)

COMMENCING at a point on the southeasterly boundary of that certain 472.12 acre parcel shown and designated as "Parcel 6" on that certain map entitled "Tract No. 1003, Poppy Hills Golf Course

Subdivision, etc.," filed October 24, 1984 in Volume 15 of Cities and Towns, at Page 52, Records of Monterey County, California, said point also being the northeasterly terminus of Course numbered (62) as said course is shown on said map; thence along said course

- (a) Southerly, 196.65 feet along the arc of a curve to the left (center bears S 36° 00' 00" E., 230.00 feet distant), through a central angle of 48° 59' 15" to the TRUE POINT OF BEGINNING; thence continuing along said course
- (1) Southeasterly, 74.31 feet along the arc of a curve to the left (concentric to above said curve) having a radius of 230.00 feet, through a central angle of 18° 30' 45" to a point of compound curvature; thence tangentially along Course numbered (63), of said Parcel 6
- (2) Southeasterly, 10.51 feet along the arc of a compound curve to the left having a radius of 710.00 feet, through a central angle of 0° 50' 54" to a point of compound curvature; thence leaving last said course
- (3) N 75° 18' 00" W., 78.00 feet; thence
- (4) N 67° 15' 00" W., 24.00 feet; thence
- (5) N 87° 55' 00" W., 43.50 feet; thence
- (6) S 65° 50' 00" W., 139.25 feet; thence
- (7) S 64° 42' 30" W., 70.50 feet; thence
- (8) N 67° 47' 00" W., 64.10 feet; thence
- (9) N 29° 27' 50" W., 77.40 feet; thence
- (10) N 8° 14' 00" W., 39.00 feet; thence
- (11) N 24° 18' 15" E., 48.50 feet; thence
- (12) N 53° 58' 24" E., 45.07 feet; thence
- (13) N 71° 25' 00" E., 13.40 feet; thence
- (14) N 86° 31' 35" E., 46.86 feet; thence
- (15) N 62° 04' 53" E., 35.10 feet; thence
- (16) N 7° 54' 02" E., 46.52 feet; thence
- (17) N 18° 23' 10" W., 50.47 feet; thence
- (18) N 15° 23' 14" W., 53.89 feet; thence
- (19) N 12° 58' 09" E., 93.34 feet; thence

- (20) S 60° 46' 44" E., 99.69 feet; thence
- (21) S 49° 41' 29" E., 68.90 feet; thence
- (22) S 18° 49' 37" E., 42.17 feet; thence
- (23) S 82° 35' 59" E., 54.79 feet; thence
- (24) S 59° 38' 46" E., 45.90 feet; thence
- (25) S 11° 55' 49" E., 41.68 feet; thence
- (26) S 33° 34' 06" W., 64.31 feet; thence
- (27) South, 90.10 feet; thence
- (28) S 84° 59' 15" E., 72.05 feet to the TRUE POINT OF BEGINNING and being a portion of said Parcel 6.

AREA 4 (9.332 ACRES)

Parcel numbered 5, as said parcel is shown and so designated on that certain map entitled "Tract No. 1003, Poppy Hills Golf Course Sub-division, etc..." filed 24 October 1984 in Volume 15 of Cities and Towns at Page 52, Records of Monterey County, California.

AREA 5 (10.957 ACRES)

BEGINNING at the most southerly corner of that certain tract shown on that certain map entitled "Tract No. 669, Skyline Crest No. 2" filed 2 August 1972 in Volume 11 of Cities and Towns at Page 47, Records of Monterey County, California; thence along the westerly boundary of said tract

- (1) N 21° 55' W, 82.00 feet to the most westerly corner of said tract; thence
- (2) N 10° 20' E, 345.00 feet (at 266.44 feet, the most westerly corner of that certain tract shown on that certain map entitled "Tract No. 562, Skyline Crest No. 1" filed 13 December 1967 in Volume 9 of Cities and Towns, at Page 41, Records of Monterey County, California) to an angle point on the westerly boundary of last said tract; thence along said westerly boundary
- (3) N 28° 17' 13" E, 267.00 feet (shown as N 28° 12' 43" E, 267.19 feet on last said map) to the intersection of last said boundary with the boundary of Rancho El Pescadero; thence along said rancho boundary
- (4) N 33° 50' 30" W, (shown as N 33° 50' 19" W, on that certain map entitled "Tract No. 639, Skyline Forest No. 7" filed 18 August 1971 in Volume 11 of Cities and Towns at Page 15, Records of Monterey County, California), 363.43 feet to the intersection of said rancho boundary with the easterly line of

Holman Highway (a 60 foot wide road, formerly known as Carmel-Pacific Grove Highway); thence leaving said rancho boundary and running along said highway line

- (5) S 20° 55' 53" W, 475.23 feet; thence
- (6) Southwest-ly, 93.16 feet along the arc of a tangent curve to the right having a radius of 567.22 feet, through a central angle of 9° 24' 37"; thence tangentially
- (7) S 30° 20' 30" W, 414.78 feet; thence
- (8) Southeasterly, 250.46 feet along the arc of a tangent curve to the left having a radius of 270.42 feet, through a central angle of 53° 04' 00" to a point of reverse curvature; thence tangentially
- (9) Southwest-ly, 353.55 feet along the arc of a reverse curve to the right having a radius of 336.12 feet, through a central angle of 60° 16' 00" to a point of reverse curvature; thence tangentially
- (10) Southeasterly, 562.75 feet along the arc of a reverse curve to the left having a radius of 268.01 feet, through a central angle of 120° 18' 22" to a point of intersection of said highway line with the westerly line of Los Altos Drive (a 60 foot wide road, commonly known as Scenic Drive), as said intersection and road are shown on that certain map entitled "Trac" No. 169, Del Monte Forest Subdivision No. 2" filed 3 August 1943 in Volume 5 of Cities and Towns at Page 21, Records of Monterey County, California; thence leaving said highway line and running along said westerly line
- (11) Northwest-ly, 86.08 feet along the arc of a curve to the left (center bears S 88° 07' 39" W, 170.00 feet distant), through a central angle of 29° 00' 41" to a point of reverse curvature; thence tangentially
- (12) Northeasterly, 259.64 feet along the arc of a reverse curve to the right having a radius of 260.00 feet, through a central angle of 57° 13' 02"; thence tangentially
- (13) N 26° 20' 00" E, 208.00 feet; thence
- (14) Northeasterly, 131.13 feet along the arc of a tangent curve to the left having a radius of 490.00 feet, through a central angle of 15° 20' 00"; thence tangentially
- (15) N 11° 00' 00" E, 130.00 feet; thence
- (16) Northeasterly, 210.75 feet along the arc of a tangent curve to the right having a radius of 150.00 feet, through a central angle of 80° 30' 00" to a point of reverse curvature; thence tangentially

- (17) Northeasterly, 79.56 feet along the arc of a reverse curve to the left having a radius of 290.00 feet, through a central angle of $15^{\circ} 43' 11''$; thence, and running radially
- (18) N $14^{\circ} 13' 11''$ W, 40.94 feet to the POINT OF BEGINNING.

AREA 6 (17.271 ACRES)

BEGINNING at a point on the northwesterly boundary of that certain 472.12 acre parcel shown and designated as "Parcel 6" on that certain map entitled "Tract No. 1003, Poppy Hills Golf Course Subdivision, etc.," filed October 24, 1984 in Volume 15 of Cities and Towns, at Page 52, Records of Monterey County, California, said point also being the southeasterly terminus of Course numbered (23) as said course is shown on said map; thence along said course

- (1) N $27^{\circ} 01' 04''$ W, 143.20 feet; thence continuing along said boundary and, Courses numbered (24) and (25), as said courses are shown on said map
- (2) N $25^{\circ} 00' 00''$ W, 150.00 feet; thence
- (3) N $37^{\circ} 59' 58''$ W, 332.33 feet; thence leaving said boundary and last said course
- (4) N $38^{\circ} 36' 45''$ E, 666.12 feet; thence
- (5) S $51^{\circ} 41' 00''$ E, 520.00 feet; thence
- (6) S $83^{\circ} 26' 30''$ E, 350.00 feet; thence
- (7) S $62^{\circ} 05' 00''$ E, 366.00 feet; thence
- (8) S $36^{\circ} 28' 30''$ W, 345.00 feet; thence
- (9) N $88^{\circ} 48' 00''$ W, 683.27 feet; thence
- (10) S $47^{\circ} 41' 00''$ W, 369.93 feet to the POINT OF BEGINNING and being a portion of said Parcel 6.

RAMON M. NIERVA
Registered Civil Engineer #21618
State of California
Expires: 30 September 1989

17 June 1987
W.O. 3542.11
RMN/cb
0576R

EXHIBIT "B"
TO OFFER TO DEDICATE CONSERVATION EASEMENT.

REEL 2155 PAGE 936

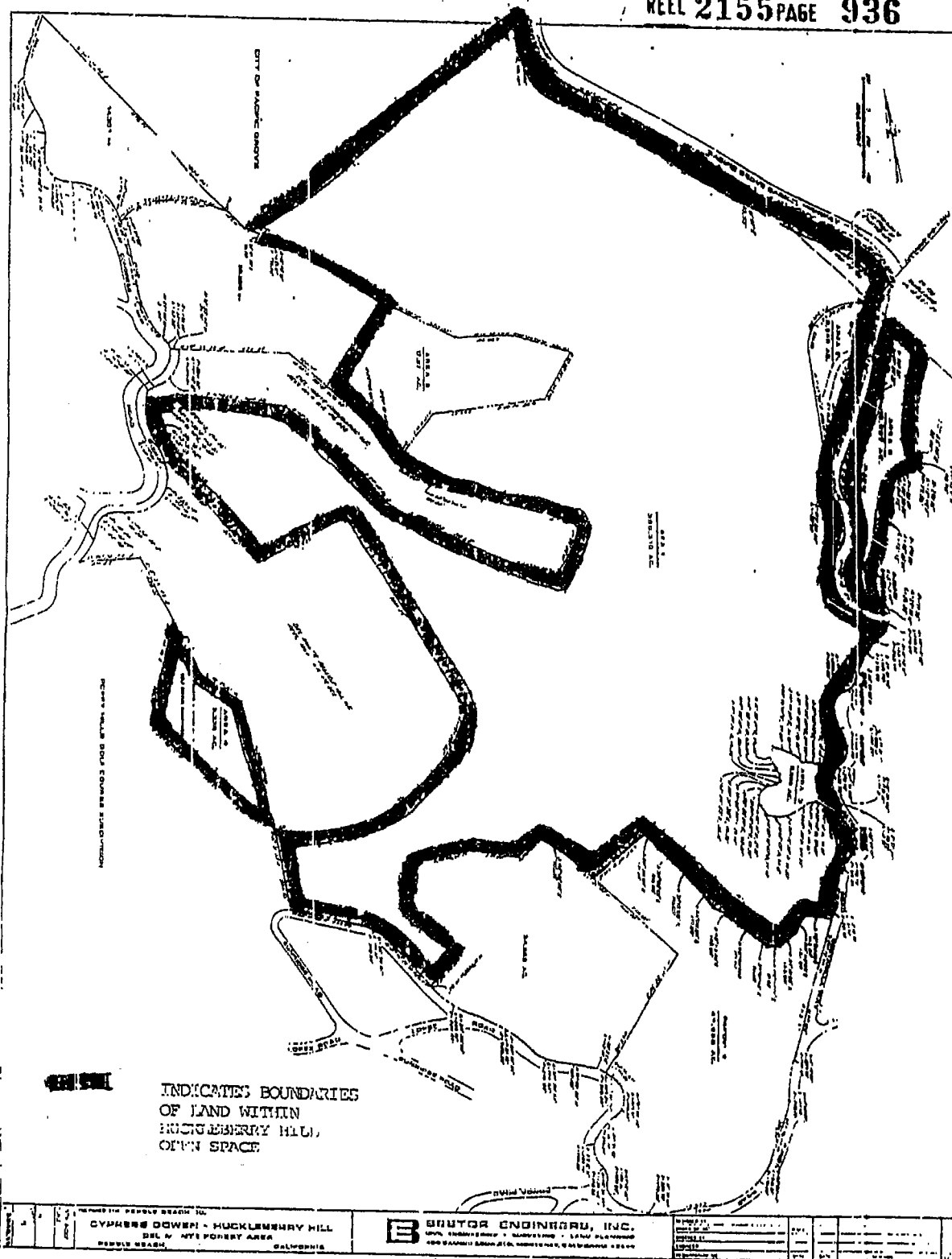


EXHIBIT C
TO OFFER TO DEDICATE CONSERVATION EASEMENT

EXISTING USES WITHIN HUCKLEBERRY HILL
NATURAL HABITAT AREA

1. Riding and hiking trails.
2. Picnic area off Los Altos Road.
3. Public service and utility lines and facilities and drainage and erosion and sedimentation control facilities.
4. Firebreaks and fire access roads.
5. The Haul Road between Highway 58 and the granite rock quarry for quarrying, special event and emergency uses.
6. Drainage.
7. Gates and fences.

EXHIBIT D
TO OFFER TO DEDICATE CONSERVATION EASEMENT

POLICY 96
DEL MONTE FOREST
LAND USE PLAN

Seventeen Mile Drive shall remain open to the public for recreational use and any entrance fee shall remain reasonable. The entrance fee in effect on the date of effective certification of this Land Use Plan may be increased subject to the following limitations. The first increase after the date of effective certification of this Land Use Plan shall not exceed, in percentage of increase, 25% of the amount of the fee in effect on the date of effective certification of this Land Use Plan. Any subsequent increase shall not exceed, in percentage of increase, the percentage of increase in the Consumer Price Index for All Urban Consumers, All Items, United States City Average, published by the United States Department of Labor, Bureau of Labor Statistics, between the date of such increase and the date of the immediately preceding increase; in no event, however, shall the percentage of increase exceed 5% per year applied on a cumulative basis between the date of such increase and the date of the immediately preceding increase.

The County shall require an agreement between the County and the owner of the road system (PBC) assuring public use of the road system in a manner consistent with the policies of this Land Use Plan, as a condition of approval of development of the Spanish Bay project or internal road improvements, whichever occurs first.

REEL 2155 PAGE 939

EXHIBIT E
TO OFFER TO DEDICATE CONSERVATION EASEMENT

Recording Requested By And
When Recorded Mail To:

CERTIFICATE OF ACCEPTANCE

OFFER TO DEDICATE CONSERVATION EASEMENT

This is to certify that _____
hereby accepts the Offer to Dedicate Conservation Easement
executed by Pebble Beach Company on _____, 1987,
and recorded on _____, 1987, in Reel _____,
Page _____, of the Official Records in the Office of the Recorder
of Monterey County.

DATED: _____

By _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF MONTEREY)

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

_____ (title), known to me to be the _____
of the _____ and known to me to
be the person who executed the within instrument on behalf of
_____, and acknowledged to me that such
_____ executed the same.

Witness my hand and official seal.

NOTARY PUBLIC IN AND FOR SAID
COUNTY AND STATE

ACKNOWLEDGMENT BY CALIFORNIA COASTAL COMMISSION

This is to certify that _____
is a public agency or private association acceptable to the
Executive Director of the California Coastal Commission to be
Grantee under the above described Offer to Dedicate.

DATED: _____

Executive Director
California Coastal Commission

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before the undersigned, a
Notary Public in and for said State, personally appeared
_____, known to me to be the
_____ (title) of the California Coastal
Commission and known to me to be the person who executed the
within instrument on behalf of said Commission, and acknowledged
to me that such Commission executed the same.

Witness my hand and official seal.

NOTARY PUBLIC IN AND FOR SAID
COUNTY AND STATE

END OF DOCUMENT

Recording Requested By And
When Recorded Mail To:
CALIFORNIA COASTAL COMMISSION
45 FREMONT STREET, SUITE 2000
SAN FRANCISCO, CA 94105-2219

R	4
M	1
RF	2
TC	1
T	8

Recorded at the Request of
CHICAGO TITLE

JUN 29 1992

8:00 A.M.
MONTEREY COUNTY RECORDER

45351

CERTIFICATE OF ACCEPTANCE

OFFER TO DEDICATE CONSERVATION EASEMENT

This is to certify that Del Monte Forest Foundation, Inc. hereby accepts the Offer to Dedicate Conservation Easement executed by Pebble Beach Company on July 21, 1987, and recorded on October 12, 1987, in Reel 2155, Page 912, of the Official Records in the Office of the Recorder of Monterey County.

DATED: Apr. 27, 1992

DEL MONTE FOREST FOUNDATION, INC.
By William C. Penick, President

STATE OF CALIFORNIA)
COUNTY OF MONTEREY) ss.

On April 27, 1992, before the undersigned, a Notary Public in and for said State, personally appeared William C. Penick, known to me to be the President of the Del Monte Forest Foundation and known to me to be the person who executed the within instrument on behalf of DMFF Foundation, and acknowledged to me that such William C. Penick, President executed the same.

Witness my hand and official seal.



Elizabeth Bush
NOTARY PUBLIC IN AND FOR SAID
COUNTY AND STATE

ACKNOWLEDGEMENT BY CALIFORNIA COASTAL COMMISSION
OF ACCEPTANCE OF OFFER TO DEDICATE

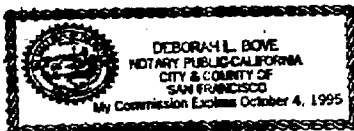
This is to certify that the Del Monte Forest Foundation
is a public agency/private association acceptable to the Executive
Director of the California Coastal Commission to be Grantee under the
Offer to Dedicate executed by the Pebble Beach Company
on July 21, 1987, and recorded on October 12, 1987
in the office of the County Recorder of Monterey County
as Instrument No. 62535 Reel 2155 Page 912
DATED: June 19, 1992

CALIFORNIA COASTAL COMMISSION

Peter M. Douglas
PETER M. DOUGLAS
EXECUTIVE DIRECTOR

State of California)
County of San Francisco)

On June 19, 1992, before Deborah L. Bove the undersigned Notary Public,
personally appeared Peter M. Douglas, personally known to me to be (or
proved to me on the basis of satisfactory evidence) the person who
executed this instrument as the Executive Director and authorized
representative of the California Coastal Commission and acknowledged to
me that the California Coastal Commission executed it.



Deborah L. Bove
Notary Public in and for
Said State and County

END OF DOCUMENT