

DOCKETED

Docket Number:	25-AB-03
Project Title:	Assembly Bill 3 California Offshore Wind Advancement Act
TN #:	272367
Document Title:	Tom Hafer Comments - Morro Bay Offshore Wind High voltage cable sites are not viable
Description:	N/A
Filer:	System
Organization:	Tom Hafer
Submitter Role:	Public
Submission Date:	9/8/2026 2:51:00 PM
Docketed Date:	9/8/2026

Comment Received From: Tom Hafer
Submitted On: 9/8/2026
Docket Number: 25-AB-03

Morro Bay Offshore Wind High voltage cable sites are not viable

Dear California Energy Commissioners,

The property between Cayucos and Morro Bay known as Dog Beach was purchased by the California Coastal Conservancy in 2021 and is now protected by restrictive covenants that would NOT allow installation of high voltage cables. The restrictive covenants do not allow any residential or commercial development to protect the land and watershed habitat and spaces in the area.

There are high-end residential areas just north and south of Dog Beach that will not allow cable installation either. So, there needs to be more analysis of the offshore wind high voltage cable landing sites that are environmentally legal and safe and publicly vetted.

Both landing site areas that are planned by the wind developers at Dog Beach and Diablo Power plant will not work. Dog Beach is not possible because of above listed reasons and the Diablo Power Plant area is protected by a Marine Protected Area - Point Buchon MPA. There needs to be a realistic plan for landing sites before the Morro Bay wind energy lease area goes any further with OSW port planning.

Additional submitted attachment is included below.

2021068867

Helen Nolan
San Luis Obispo - County Clerk-Recorder
10/13/2021 09:34 AM

Recorded at the request of:
FIRST AMERICAN TITLE COMPANY

Titles: 2 Pages: 10

Fees: \$0.00
Taxes: \$0.00
Total: \$0.00

RECORDING REQUESTED BY:
FIRST AMERICAN TITLE COMPANY

4009-6192204-LB

RECORDING REQUESTED BY:
AND WHEN RECORDED RETURN TO:

State Coastal Conservancy
1515 Clay Street, Suite 1000
Oakland, CA 94612
Attn: Legal Counsel (JG)
Project: Toro Creek, Dog Beach

APN 073-075-016 & APN 065-022-008 (Portion)

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Exempt from recording fees per Govt Code §§ 6103,27383

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

Dog Beach Property San Luis Obispo County, California

This **IRREVOCABLE OFFER TO DEDICATE TITLE IN FEE AND
DECLARATION OF RESTRICTIVE COVENANTS ("Offer and Declaration")** is made this
12th day of Oct. 2021, by the City of Morro Bay, a municipal corporation organized
and existing under the laws of the State of California ("**Offeror**") to the State of California, acting by
and through the California State Coastal Conservancy Conservancy ("**Conservancy**").

Pertinent Facts:

- A. Offeror is the legal owner of the fee interest in real property commonly known as Dog Beach (County Assessor's Parcel No. 073-092-0515 and a portion of APN 065-022-008) in the County of San Luis Obispo legally described in Exhibit A attached hereto and incorporated herein by reference ("**Real Property**") and conveyed to Offeror under the grant deed recorded concurrently with this Offer and Declaration.
- B. Offeror is a municipal corporation organized and existing under the laws of the State of California.
- C. Offeror purchased the Real Property using funds provided in part by the California State Coastal Conservancy provided under Division 21 of the California Public Resources Code for grants to public entities for the acquisition of Real Property; and under unrecorded Grant Agreement No.19-131 ("**Grant Agreement**") between Offeror and the Conservancy, a copy of which is maintained in the offices of the Conservancy and Offeror. Specifically, the Conservancy provided funds the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) (hereinafter the "**Bond Act**"), adopted by the voters of California in November 2014, which authorizes the acquisition of real property to restore important species and habitat, protect water quality and develop a more resilient and sustainably managed water system, and the Habitat Conservation Fund ("**HCF**"), which was created by the California Wildlife Protection Act of 1990. HCF funds may be used for the acquisition, restoration, or enhancement of aquatic habitat for spawning and rearing of anadromous salmonids and riparian habitat. Acquisition of the subject property will serve to protect sensitive habitat for the federally threatened south-central California coast steelhead trout and will restore riparian habitat for the California red-legged frog and the federally endangered tidewater goby.

YOUR COPY

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- D. The Grant Agreement requires that Offeror permanently dedicate the Real Property for specified purposes.
- E. Offeror is executing this Offer and Declaration to comply with the Grant Agreement and to protect the public's interest in the Real Property acquired with the assistance of the Bond Act.
- F. Offeror intends through this Offer and Declaration to bind itself and its assigns and successors in interest.

OFFEROR HEREBY IRREVOCABLY OFFERS TO DEDICATE fee title to the Real Property to Conservancy, and agrees to the restrictions on the use, encumbrance and transfer or conveyance of the Real Property, as follows, in light of the Pertinent Facts above (which are incorporated herein), and in consideration of the Conservancy's grant to Offeror for the acquisition of the Real Property and the preservation of the public's interest in the Real Property.

- 1. **OFFER TO DEDICATE FEE TITLE.** As of recordation of this Offer and Dedication in the Official Records of San Luis Obispo County ("**Effective Date**"), Offeror irrevocably offers to dedicate fee title to the Real Property to Conservancy and agrees to the covenants and restrictions on the use, encumbrance and transfer or conveyance of the Real Property in consideration of the funds provided to Offeror by the Grant Agreement for the acquisition of the Real Property and the preservation of the public's interest in the Real Property.

- a. **TERMS OF ACCEPTANCE.** This Offer and Declaration made by Offeror may be accepted only if Conservancy finds that the existence of Offeror has terminated or that termination of the existence of Offeror is imminent; or that Offeror or its successor in interest in the Real Property has violated one or more of the Restrictions (as defined below) set forth in this Offer and Declaration with respect to the Real Property, or any portion of it or interest in it.

In addition, the Conservancy may accept this Offer and Dedication when the Real Property is under threat of condemnation or condemnation proceedings have been initiated. Condemnation means a permanent taking through the exercise of any government power (by legal proceedings or otherwise) by any party having the right of eminent domain ("**Condemnor**"); or through a voluntary sale or transfer by Offeror to any Condemnor, either under threat of exercise of eminent domain by a Condemnor or while legal proceedings for eminent domain are pending. If the Conservancy or its designee ("**Accepting Party**") accepts the Offer and Declaration due to threat of condemnation or initiation of condemnation proceedings and receives proceeds following condemnation, the Accepting Party shall distribute a proportionate share to Offeror. If an Accepting Party accepts the Offer and Declaration due to threat or initiation of condemnation, and condemnation does not occur, then the Accepting Party shall convey the Real Property to Offeror, unless the Accepting Party and Offeror otherwise agree in writing.

- b. **PROCESS FOR ACCEPTANCE.** Upon a finding by the Conservancy, following written notice and a reasonable opportunity to cure, that (i) any of the restrictive covenants set forth in the Offer and Declaration has been violated; or (ii) the existence of Offeror has terminated for any reason prior to a transfer of the Real Property in compliance with the Offer; or (iii) the Real Property is under threat of condemnation or condemnation proceedings have been

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initiated, the Conservancy or another public agency or a nonprofit organization designated by the Conservancy and which has agreed to accept the obligations of Offeror may accept the Offer and Declaration made by Offeror in accordance with law, by recording in the Official Records of San Luis Obispo County a Certificate of Acceptance substantially in the form of Exhibit B, attached to this Offer and Dedication ("**Certificate of Acceptance**").

- c. **RECORDATION OF CERTIFICATE OF ACCEPTANCE.** This Offer and Declaration is irrevocable and coupled with an interest, and upon recordation of the Certificate of Acceptance, this Offer and Declaration shall have the effect of a grant of the Real Property to the State of California or other accepting entity designated by the Conservancy having executed a substantially similar acceptance as provided in this Offer and Dedication.
2. **DECLARATION OF RESTRICTIVE COVENANTS.** Offeror declares and covenants that the Real Property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold and improved subject to the following covenants and restrictions ("**Restrictions**"):
- a. **USE OF THE REAL PROPERTY.** The Real Property shall be used solely for the purposes of protection of open space, wildlife habitat, water quality and water supply and to provide public access consistent with these purposes (collectively, the "**Acquisition Purposes**"). No use of the Real Property inconsistent with the Acquisition Purposes is permitted. No development (as defined in California Public Resources Code Section 30106) shall be undertaken on the Real Property except development for and in furtherance of the Acquisition Purposes or for prudent and reasonable management and stewardship of the Property (such as development necessary to address hazards or avoidance of injury, or other similar activities).
- The Real Property shall be used, managed, operated and maintained as provided in this Offer and Dedication, the Grant Agreement and consistent with the Bond Act and the Acquisition Purposes.
- b. **USE OF THE REAL PROPERTY AS SECURITY FOR DEBT.** The Real Property shall not be used as security for any debt without the written approval of the Executive Officer of the Conservancy ("**Executive Officer**").
 - c. **TRANSFER OF THE REAL PROPERTY.** Any transfer of the Real Property, or portion of or interest in it, is subject to the prior written approval of the Executive Officer. The transferee (including any party accepting title to the Real Property pursuant to Section 1 above), shall be subject to all provisions of this Offer and Dedication, including, without limitation, the Restrictions. If the Conservancy deems necessary, prior to the approval of any transfer of the Real Property, the transferee and the Conservancy shall enter into a new agreement sufficient to protect the interest of the people of California.
 - d. **MITIGATION.** The Real Property shall not be used for mitigation (in other words, to compensate for adverse changes to the environment outside the boundaries of the Real Property) without the written permission of the Executive Officer. In providing permission, the Executive Officer may require that funds generated in connection with any authorized or allowable mitigation on the Real Property will be promptly remitted to the Conservancy.

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- e. **CONDEMNATION.** If the Real Property is under threat of condemnation or has been condemned (as defined in Section 1.a above), Offeror shall promptly notify the Conservancy in writing, shall assert any applicable presumption regarding the use of the Real Property for the Acquisition Purposes as the highest and best use under Public Resources Code §5542.5(a), Code of Civil Procedure §1240.680 or any successor, subsequent or other legislation, and shall use its best efforts to obtain the maximum compensation possible. Upon receiving condemnation proceeds, Offeror shall promptly pay to the Conservancy a percentage of the condemnation proceeds, after deducting reasonable costs in defending the condemnation, equivalent to the respective percentage of the total acquisition cost originally contributed by the Conservancy.
 - f. **USE OF THE PROPERTY FOR THE CALIFORNIA COASTAL TRAIL.** On request of the Conservancy, Offeror shall permit alignment, designation or development of a segment of the California Coastal Trail ("Trail") on the Real Property, including the placement and maintenance of related signage, and, through an instrument acceptable to the Executive Officer, shall permanently dedicate the necessary portion of the Real Property for use as a segment of the Trail, as aligned.
3. **BASELINE DOCUMENTATION AND MANAGEMENT PLAN.** The parties acknowledge the need to document the natural and other physical attributes of the Real Property in an inventory of such attributes in a Baseline Documentation Report and Site Map ("**Baseline Report**") and the need to develop and implement a Management ("**Management Plan**") for the Real Property.
- a. The Baseline Report was prepared by Offeror's partner, the Land Conservancy of San Luis Obispo County, and is approved by Offeror and Conservancy as reflecting the baseline natural resource conditions of the Real Property. Offeror and Conservancy each have retained a copy of the Baseline Report. The parties agree that the Baseline Report contains an accurate representation of the conservation values of the Real Property at the time that the Offer and Declaration is recorded, and is intended to serve as an objective, though non-exclusive, information baseline for monitoring compliance with the terms of the Offer. The foregoing notwithstanding, if a dispute arises with respect to the nature and extent of the physical or biological condition of the Real Property, the parties shall not be foreclosed from utilizing any and all other relevant documents, surveys, or other evidence or information to assist in the resolution of the dispute.
 - b. Offeror shall develop a Management Plan within three (3) years of the date of acquisition of the Real Property. The Management Plan shall identify the resource management and public access goals and shall serve as a guide to adaptively manage the property, utilizing best management practices to achieve the Acquisition Purposes. All management activities on the Real Property shall be conducted in a manner that is consistent with the Acquisition Purposes and shall ensure that public use does not materially impair or interfere with the natural and scenic resources identified in the Baseline Report. The Management Plan and any future updates or amendments will be subject to review and approval by Conservancy and will be approved by the Conservancy if consistent with the Acquisition Purposes.
4. **MONITORING AND INSPECTION OF THE PROPERTY.** Offeror shall comply with the Conservancy's requests for information regarding Offeror's compliance with the restrictive

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covenants and essential terms of this Offer and Declaration ("**Monitoring Information**"). The Conservancy has the discretion to determine when and what Monitoring Information to request. Unless directed otherwise by the Conservancy, Offeror shall, in the manner specified by the Conservancy, return written responses to the Conservancy within sixty (60) days of Offeror's receipt of a request for Monitoring Information. Offeror shall inspect the Real Property regularly and take other actions as necessary to ensure that Monitoring Information is accurate.

5. **REMEDIES NOT EXCLUSIVE.** The remedies set forth in this Offer and Declaration are in addition to, and are not intended to displace, any other remedy available to the Conservancy by common law or any applicable local, state or federal law.
6. **BENEFIT AND BURDEN.** This Offer and Declaration shall run with and burden the Real Property. All obligations, terms, conditions, and restrictions imposed by this Offer and Declaration shall be deemed covenants and restrictions running with the land, shall be effective limitations on the use of the Real Property from the Effective Date, and shall bind the Offeror and all its successors and assigns. This Offer and Declaration shall benefit the State of California.
7. **SUCCESSORS AND ASSIGNS.** The provisions of this Offer and Declaration shall bind and inure to the benefit of the successors and assigns of both Offeror and Conservancy, whether voluntary or involuntary.
8. **CONSTRUCTION OF VALIDITY.** If a court in a final determination holds any provision of this Offer and Declaration invalid, or if, for any other reason it becomes unenforceable, no other provision shall be affected.
9. **AMENDMENT.** No change in this Offer and Declaration shall be valid unless made in writing, signed by the Offeror and Conservancy, and recorded in the Official Records of San Luis Obispo County, California.
10. **TERM.** This Offer and Declaration is irrevocable (except to the extent provided to the contrary in Section 2(c) above), and upon recordation of the Certificate of Acceptance, this Offer and Declaration shall have the effect of a grant of the Real Property to the State of California (or other accepting entity designated by the Conservancy and having executed a substantially similar Certificate of Acceptance), as provided in this Offer and Declaration.

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IN WITNESS WHEREOF, Offeror has executed this Offer and Dedication as of the day and year first above written.

CITY:

CITY OF MORRO BAY,
a municipal corporation

By: _____

John Heading, Mayor

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: Chris Neumeyer by HG
Christopher Neumeyer, City Attorney

ATTEST:

Heather Goodwin Deputy City Clerk
Dana Swanson, City Clerk Heather Goodwin

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 San Luis Obispo

On October 5, 2021 before me, Heather Suzanne Goodwin, Notary Public
(insert name and title of the officer)

personally appeared John Headding
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 Heather Suzanne Goodwin (Seal)

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EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY

That certain real property in the City of Morro Bay, County of San Luis Obispo, State of California, legally described as follows:

PARCEL 1 - Lot 6SW (PORTION OF 065-022-008 AND ALL OF 073-075-016)

That portion of the land described in Certificate of Compliances recorded November 2, 2012 in Document No. 2012063818 and Document No. 2012063819 in the County Recorder's Office, County of San Luis Obispo, State of California. described as follows:

Beginning at the intersection of the westerly line of the land described in the grant deed to the State of California recorded in Book 1090 at Page 258 of Official Records in the County Recorder's Office of said County (State Highway One) with the southerly line of Lot 31 according to the map of the subdivision of said Rancho filed in Book A of Maps at Page 160 of Maps in the County Recorder's Office of said County; thence northerly along said westerly line to a point being North 11°23'26" West, a distance of 612.98 feet from the southerly terminus of the line described as Course No. 4 (North 11°23'26" West, 817.99 feet) in said grant deed to the State of California; thence leaving said westerly line, South 78°36'34" West, a distance of 187.20 feet more or less to the mean high water line of Estero Bay; thence, Southerly along said mean high water line to the southwest corner of said Lot 31; thence, northeasterly along the southerly line of said Lot 31 to the Point of Beginning.

EXCEPTING THEREFROM, its successive owners and assigns, together with the right to grant and transfer all or a portion of same to the extent reserved by Chevron Land and Development Company pursuant to certain Grant Deed recorded on September 17, 2019 as Instrument No. 2019039329 as follows:

To the extent owned by Grantor on the date hereof, all minerals, unprocessed, oil, gas, petroleum, other hydrocarbon substances and geothermal resources in or under or which may be produced from the Property and the perpetual right of exploring and prospecting for, and developing, producing, extracting, and taking said minerals, unprocessed oil, gas, petroleum, other hydrocarbon substances and geothermal resources from the Property by means of mines, shafts, tunnels, wells, derricks or other equipment from surface locations on adjoining or neighboring land or lying outside of the Property, including the right to whipstock or directionally drill and mine from lands other than the Property, and to bottom such whipstocked or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits of the Property, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines, it being understood, however, that the owner of such minerals, unprocessed oil, gas, petroleum, other hydrocarbon substances and geothermal resources, as set forth above, shall have no right to enter upon the surface of the Property nor to use any of the Property or any portion thereof above a plane parallel to and 500 feet below the surface of the Property for any of the purposes specified herein, as reserved by Chevron Pipe Line Company, a Delaware corporation in deed recorded August 15, 2019 as Instrument No. 2019-033391 of Official Records.

PARCEL 2: Lot 6NW (PORTION OF APN 065-022-008)

That portion of the land described in Certificate of Compliance's recorded November 2, 2012 in Document No. 2012-063818 and Document No. 2012-063819 in the County Recorder's Office, County of San Luis Obispo, State of California, described as follows:

Beginning at a point on the westerly line of the land described in the grant deeds to the State of California recorded in Book 1090 at Page 258 of Official Records and Book 1090 at Page 263 of Official

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Records in the County Recorder's Office of said County (State Highway One) being an arc distance of 696.64 feet from the northerly terminus of the curve described as Course No. 9 (curve to the left with a radius of 4879 feet through an angle of 11°45'32" for a distance of 1001.32 feet) in said grant deeds to the State of California;

thence, Leaving said westerly line, South 80°34'29" West, a distance of 26.67 feet;

thence, North 73°38'47" West, a distance of 36.70 feet;

thence, North 38°30'11" West a distance of 75.80 feet;

thence, North 80°39'34" West, a distance of 95.21 feet;

thence, South 72°39'00" West a distance of 106.64 feet more or less to the mean high water line of Estero Bay;

thence, Northerly along said mean high water line to the intersection with the westerly prolongation of the centerline of Toro Creek Road (County Road);

thence, Easterly along said centerline prolongation to the westerly line of the land described in said grant deeds to the State of California;

thence, Southerly along said westerly line to the Point of Beginning.

EXCEPTING THEREFROM, its successive owners and assigns, together with the right to grant and transfer all or a portion of same to the extent reserved by Chevron Land and Development Company pursuant to certain Grant Deed recorded on September 17, 2019 as Instrument No. 2019039327 as follows:

To the extent owned by Grantor on the date hereof, all minerals, unprocessed, oil, gas, petroleum, other hydrocarbon substances and geothermal resources in or under or which may be produced from the Property and the perpetual right of exploring and prospecting for, and developing, producing, extracting, and taking said minerals, unprocessed oil, gas, petroleum, other hydrocarbon substances and geothermal resources from the Property by means of mines, shafts, tunnels, wells, derricks or other equipment from surface locations on adjoining or neighboring land or lying outside of the Property, including the right to whipstock or directionally drill and mine from lands other than the Property, and to bottom such whipstocked or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits of the Property, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines, it being understood, however, that the owner of such minerals, unprocessed oil, gas, petroleum, other hydrocarbon substances and geothermal resources, as set forth above, shall have no right to enter upon the surface of the Property nor to use any of the Property or any portion thereof above a plane parallel to and 500 feet below the surface of the Property for any of the purposes specified herein, as reserved by Chevron Pipe Line Company, a Delaware corporation in deed recorded August 15, 2019 as Instrument No. 2019-033391 of Official Records.

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EXHIBIT B

CERTIFICATE OF ACCEPTANCE FORM

SAMPLE ONLY. NOT FOR SIGNATURE OR RECORDATION

**Recording Requested By and
When Recorded Return to:**

State Coastal Conservancy
1515 Clay St., 10th Floor
Oakland, CA 94612
Attn: Legal Counsel: [JAG]
Project: Toro Creek, Dog Beach

**EXEMPT FROM RECORDING FEES –
GOV. CODE SECTION 6103**

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in Real Property offered to the State of California, acting by and through the State Coastal Conservancy, in the IRREVOCABLE OFFER TO DEDICATE TITLE IN FEE AND DECLARATION OF RESTRICTIVE COVENANTS (“Offer”) executed by the City of Morro Bay on _____, 2020, and recorded on _____, 2020 as Instrument No. _____ in the Official Records of the County of San Luis Obispo, State of California, is hereby accepted by the undersigned officer on behalf of the State of California, pursuant to the authorization of the State Coastal Conservancy, State of California, adopted on _____, 20__ on the basis of findings made in accordance with Section 1 of the Offer.

STATE OF CALIFORNIA
Resources Agency
State Coastal Conservancy

By: XXXXXX
Executive Officer

Date