

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA

11:21 AM AUG 14 2000

SPACE ABOVE THIS LINE FOR RECORDERS USE





TITLE(S)

EE		D.T.T.
	FREE Z	•
ODE 20		
ODE 19		
ODE		

Assessor's Identification Number (AIN)
To Be Completed By Examiner OR Title Company In Black Ink

Number of Parcels Shown





00	1	26	PP	115
YY		4-12		

3P/TDC (12/95) RECORDING REQUESTED BY								
WHEN RECORDED MAIL TO:)							
CALIFORNIA COASTAL COMMISSION 45 FREMONT STREET, SUITE 2000 SAN FRANCISCO, CA 94105-2219 ATTENTION: LEGAL DEPARTMENT)							
Permi't No. <u>5-85-214-A3</u> (Goshn) APN 4455-021-060)							
(MRT-Johnson)	′							

IRREVOCABLE OFFER TO DEDICATE SCENIC EASEMENT

AND

DECLARATION OF RESTRICTIONS

THIS IRREVOCABLE OFFER TO DEDICATE SCENIC EASEMENT AND DECLARATION OF
RESTRICTIONS (hereinafter "Offer") is made this30th day ofNovember,
1999, by <u>Mountains Restoration Trust</u> , (hereinafter referred to as
"Grantor").

- I. WHEREAS, Grantor is the legal owner of a fee interest of certain real properties located in the County of Los Angeles, State of California and described in the attached Exhibit A (hereinafter referred to as the "Open Space Property"); and
- II. WHEREAS, all of the Open Space Property is located within the coastal zone as defined in Section 30103 of the California Public Resources Code (which code is hereinafter referred to as the "California Coastal Act of 1976"); and
- III. WHEREAS, the California Coastal Act of 1976 (hereinafter referred to as the "Act") creates the California Coastal Commission (hereinafter referred to as the Commission") and requires that any development approved by the Commission must be consistent with the policies of the Act set forth in Chapter 3 of Division 20 of the Public Resources Code; and

- IV. WHEREAS, Pursuant to the Act, Michel Goshn

 (hereinafter the "Applicant") applied to the Commission for a permit to undertake development as defined in the Act within the coastal zone of Los Angeles County (hereinafter the "Permit"); and
- V. MHEREAS, in its decision on the Permit (Permit No. <u>5-85-214-A3</u>, decided on <u>July 13</u>, ..., 1999), the Commission found that the development proposed by the Applicant would cause an increase in residential density thus contributing to adverse cumulative impacts on both coastal resources and public access to the coast within the Los Angeles County coastal zone, and that such density increase could not be permitted consistent with the policies of the Act without corresponding reductions in the number of existing undeveloped residential building sites in the vicinity for residential development so as to mitigate the adverse cumulative effects of the proposed development; and
- VI. WHEREAS, the Commission acting on behalf of the People of the State of California and pursuant to the Act, granted the Permit to the Applicant upon condition (hereinafter the "Condition") requiring inter alia that the Applicant cause Grantor to grant a scenic or open space easement over the Property and agree to restrict development on the Property so as to preserve the open space and scenic values present on the Property and so as to prevent the adverse cumulative effects on coastal resources and public access to the coast which would occur if the Property would be developed as building sites for residential use;
- VII. WHEREAS, the Commission has placed the Condition on the Permit because a finding must be made under Public Resources Code Section 30604(a) that the proposed development is in conformity with the provisions of Chapter 3 of the Act and that in the absence of the protections provided by the Condition said

finding could not be made: and

VIII. WHEREAS, THE Applicant has elected to comply with the Condition and has contracted with Grantor; and, in return for valuable consideration granted by Applicant to Grantor, receipt of which is hereby acknowledged, Grantor has agreed to execute this Offer so as to enable Applicant to fulfill the Condition thus allowing Applicant to undertake the development authorized by the permit; and

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

NOW, THEREFORE, in consideration of the mutual benefit and conditions set forth herein and substantial public benefits for the protection of coastal resources to be derived therefrom, the preservation of the Open Space Property in open space uses, the valuable consideration granted by Applicant to Grantor as a consequence of the grant of the Permit to the Applicant by the Commission, and the beneficial effect on the method of determining the assessed value of the Property including any reduction thereof due to the imposition of limitations on its use as set forth in this Offer. Grantor hereby irrevocably offers to dedicate to the State of California, a political subdivision of the State or a private association approved in writing by the Executive Director of the Commission as grantee (hereafter "Grantee") a conservation and scenic easement in gross and in perpetuity for light, air, view, and the preservation of scenic qualities over the Open Space Property, subject to the following terms, conditions, and restrictions.

- 1. <u>USE OF PROPERTY</u>. The use of the Open Space Property shall be limited to natural and private open space for habitat protection, resource conservation, public private recreation, and <u>educational purposes</u>, in accordance with the following limitations. No development as defined in Public Resources Code, Section 30106, attached hereto as Exhibit B and incorporated herein by this reference, including but not limited to removal of trees and other major vegetation, grading, paving or installation of structures such as signs, buildings, etc., shall occur or be allowed on the Open Space Property with the exception of the following, subject to applicable governmental regulatory requirements:
- a) the removal of hazardous substances or conditions or non-native or diseased plants or trees:
- b) the removal of any vegetation which constitutes or contributes to a fire hazard to residential use of neighboring parcels, and which vegetation lies within 100 feet of existing or permitted residential development;
- c) the installation of repair of underground utility lines and septic systems.
- d) the posting of signs to prevent trespass of no greater than the minimum size specified by law
- e) signage consistent with the uses described in paragraph 1 above.

 including educational display panes, information kiosk, visitor station and/or

 maintenance/storage shed.
- 2. <u>RIGHT OF ENTRY</u>. The Grantee or its agents may, at times reasonably acceptable to Grantor, enter onto the Open Space Property to ascertain whether the use restrictions set forth above are being observed by the Grantor. No right of access for the public or persons other than the Grantee or its agents is

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created by this provision.

- 3. <u>BENEFIT AND BURDEN</u>. This Offer shall run with and burden the Open Space Property, and all obligations hereby imposed shall be deemed to be covenants and restrictions running with the land, shall be effective limitations on the use of the Open Space Property from the date of recordation of this document and shall bind the Grantor and all successors and assigns.

 This Offer shall benefit the State of California.
- 4. <u>CONSTRUCTION OF VALIDITY</u>. If any provision of these restrictions shall be held to be invalid or for any reason become unenforceable, no other provision shall be thereby affected or impaired.
- 5. ENFORCEMENT. Any act or any conveyance, contract, or authorization whether written or oral by the Grantor which uses or would cause to be used or would permit use of the Open Space Property contrary to the terms of this Offer will be deemed a breach hereof. The Grantee may bring any action in court necessary to enforce this Offer, including, but not limited to, injunction to terminate a breaching activity, or any action to enforce the terms and provisions hereof by specific performance. It is understood and agreed that the enforcement proceedings provided in this paragraph are not exclusive and that the Grantee may pursue any appropriate legal and equitable remedies. The Grantee shall have sole discretion to determine under what circumstances an action to enforce the terms and conditions of this Offer shall be brought in law or in equity. Any forbearance on the part of 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.
- 6. TAXES AND ASSESSMENTS. Grantor agrees to pay or cause to be paid all real property taxes and assessment levied or assessed against the Open Space

Property.

- 7. MAINTENANCE. The Grantee shall not be obligated to maintain, improve or otherwise expend any funds in connection with the Open Space Property or any interest or easement created by this Offer. All costs and expenses for such maintenance improvement, use or possession shall be born by the Grantor, except for maintaining compliance with the terms of this Offer.
- 8. <u>LIABILITY AND INDEMNIFICATION</u>. This conveyance is made and accepted upon the express condition that the Grantee, its agencies, departments, officers, agents and employees are to be free from all liability and claim for damage by reason of any injury to any person or persons, including Grantor, or property of any kind whatsoever and to whomsoever belonging, including Grantor, from any cause or causes whatsoever, except matters arising out of the sole negligence of the Grantee, while in, upon, or in any way connected with the Open Space Property, Grantor hereby covenanting and agreeing to indemnify and hold harmless the Grantee, its agencies, departments, officers, agents and employees from all liability, loss, cost, and obligations on account of or arising out of any such injuries or losses however occurring. The Grantee shall have no right of control over, nor duties and responsibilities with respect to the Open Space Property which would subject the Grantee to any liability occurring upon the land by virtue of the fact that the right of the Grantee to enter the land is strictly limited to preventing uses inconsistent with the interest granted and does not include the right to enter the land for the purpose of correcting any dangerous condition as defined by California Government Code Section 830.
- 9. <u>SUCCESSORS AND ASSIGNS</u>. The terms, covenants, conditions, exceptions, obligations and reservations contained in this Offer shall be binding upon and insure to the benefit of the successors and assigns of both the Grantor and the

Grantee, whether voluntary or involuntary.

- 10. TERM. This Offer shall be binding upon the Grantor and the owner and h is and/or her heirs, assigns or successors in interest to the Open Space Property described above for a period of 21 years. Upon recordation of an acceptance of this offer by the Grantee in the form attached hereto as Exhibit C, this Offer shall have the effect of a grant of open space and scenic easement in gross and perpetuity for light, air, view, and the preservation of scenic qualities over the Open Space Property that shall run with the land and be binding on the parties heirs, assigns and successors in accordance with the terms and conditions of this office.
- 11. <u>RECOMBINATION</u>. In making this Offer, the Grantor agrees on behalf of itself and its successors in interest that it is subject to a covenant which runs with the land that if any time Grantor desires to transfer ownership of the Property to a person or entity other than a state or federal governmental agency or a political subdivision of the State of California, it shall concurrently with such transfer recombine the Property with one or more parcels, contiguous to the Property and not subject to any restriction similar to that represented by this Offer, owned by the transferee. Such recombination shall be effectuated by the recordation of a declaration of restrictions in the form attached hereto as Exhibit D.

	IN WITNESS WHEREOF, Grantor has exe	cuted this Offer on the 17 day of
	MAY 200 0	· · · · · · · · · · · · · · · · · · ·
Ву	S((_a) Hairi	
υ	Stephen A. Harris, President Mountains Restoration Trust	
	Grantor (Type or Print Name)	Grantor (Type or Print Name)

COUNTY OF Los Angeles On May 2000, before me, MAGGGE & BICHAKEK a Notary Public, personally appeared <u>Stephen A. Harris</u>, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(a) 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. Commission # 1180101 STATE OF CALIFORNIA COUNTY OF _____ _____, before me, _______, a Notary Public, personally appeared ____ _____, 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. Signature _____

STATE OF CALIFORNIA

Consent to Recordation

This	is to c	ertify ti	nat the	Offer t	o Dedica	ate set	forth above	is	hereby
acknow1edged	by th	e unders	igned o	fficer o	n behalt	f of the	California	Coa	stal
Commission v	when it	granted	Coasta	l Develo	pment Pe	ermit No	5-85-214	-A3	_ on
July 13, 19	99	_ and th	ne Cali	fornia C	oastal (Commissi	on consents	to	
recordation			•	uthorize	d office	er.			
Dated: 🎉	ugus	t 4/2	2000						

John Bowers, Staff Counsel

California Coastal Commission

STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

On S/4/2000, before me, Deborah L. Bove, a Notary Public, personally appeared John Bowers, 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.

Signature Dellorah J. Bose



Open Space Property

PARCEL 11

That portion of the West helf of Section 9 Township 1 South, Range 17 West, San Bernardino Heridian in the County of Los Angeles, State of California, according to the Official Plat thereof described as follows:

Beginning at the intersection of the Westerly line of said Section 9, with the center line of Cold Canyon Road, as described in the Geed to the County of Los Angeles, recorded in Book 4044 Page 305 of Official Records, said intersection being a point in a curve concave to the South and having a radius of 100.00 feet a radial line to said last mantiaged point have Book 404 decree 54 line to said last mentioned point bears North 42 degrees 54 minutes 56 seconds West; thence Northeasterly along said center line and said curve a distance of 49.05 feet; thence continuing along said center line North 75 degrees 11 minutes 25 seconds East 138.84 feet to the intersection with the seconds. along said center line North 75 degrees 11 minutes 25 seconds East 138.84 feet to the intersection with that certain curve in the center line of Cold Canyon Road, described in the deed to the County of Los Angeles, recorded in Book 12212 Page 319 of Official Records, as being a curve concave to the Northwest and having a radius of 750.00 feet; thence Northeasterly along said last mentioned center line and said curve a distance of 456.33 feet; thence tangent to said last mentioned curve and continuing along said last mentioned center line of Cold Canyon Road North 40 degrees 19 minutes 45 seconds East 36.00 feet; thence leaving said last mentioned center line of Cold Canyon Road. South 28 degrees degrees 19 minutes 45 seconds East 36.00 feet; thence leaving said last mentioned center line of Cold Canyon Road, South 28 degrees 22 minutes 06 seconds East 111.70 feet; thence South 62 degrees 13 minutes 39 seconds East 362.01 feet; thence South 39 degrees 29 minutes 31 seconds East 397.82 feet; thence South 68 degrees 00 minutes 34 seconds East 112.16 feet; thence South 31 degrees 05 minutes 49 seconds East 147.15 feet; thence North 69 degrees 35 minutes 24 seconds East 137.64 feet; thence North 28 degrees 21 minutes 40 seconds East 128.41 feet; thence North 57 degrees 28 minutes 51 seconds East 128.41 feet; thence South 78 degrees 28 minutes 24 seconds East 183.57 feet; thence South 78 degrees 41 minutes 24 seconds East 183.57 feet; thence South 53 degrees 66 minutes 14 seconds East 125.21 feet; thence North 54 degrees 04 minutes 27 seconds East 241.43 feet to the South line of the Northwest Quarter of said Section 9; thence continuing along said South line, South 89 degrees 57 minutes 43 seconds East 60.00 feet Northwest Quarter of said Section 9; thence continuing along said South line, South 89 degrees 57 minutes 43 seconds Bast 60.00 feet to the true point of beginning of this description; thence continuing along said South line, South 69 degrees 57 minutes 43 seconds East 170.00 feet to the center line of said Section 9; thence along the Bast line of the North half of the Southwest Quarter of said Section 9, South 00 degrees 42 minutes 15 seconds West 1323.27 feet to the South line of the North half of the Southwest Quarter of said Section 9; thence along said last mentioned South line, North 89 degrees 59 minutes 15 seconds West 367.26 feet; thence leaving said last mentioned South line, North 09 degrees 10 minutes 00 seconds Bast 1340.32 feet to the true point of beginning of this description. paint of beginning of this description.

PARCEL 2:

A non-exclusive easement for road, utility, storm drain, and A non-excitative ensement for road, utility, storm drain, and sanitary sever purposes over that portion of the West half of Section 9. Township 1 South, Range 17 West, San Bernardino Meridian, in the County of Los Angeles, according to the Official Plat thereof including within a strip of land of uniform width 64 feet, the center lins of which is described in Parcel 2A and 2B in that certain deed recorded March 03, 1972 as Instrument No. 5923 in Book D-5379 Page 316 of Official Records.

PARCEL 31

A non-exclusive easement for road, utility, storm drain, and sanitary sever purposes over that portion of the West half of Section 9, Township 1 South, Range 17 West, San Bernardino Meridian in the County of Los Angeles, according to the Official Plat thereof included within a strip of land of uniform width 64 feet; the center line of which in described is described in Parcel 2A in that certain deed recorded March 03, 1972 as Instrument No. 5923 in Book D-5379 Page 316 of Official Records.

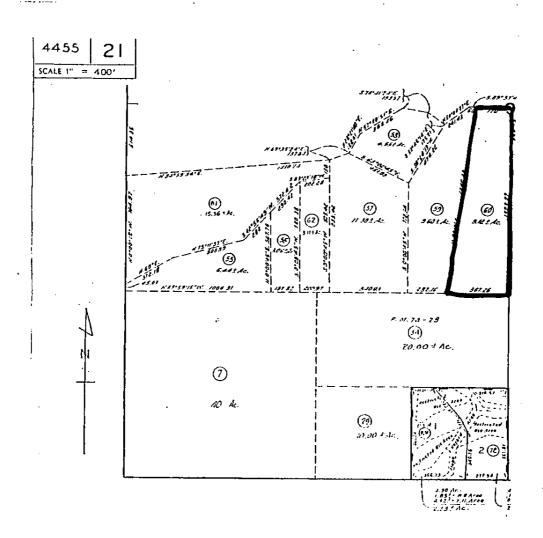
Permit # 5-85-214-A3 - Goshn 4455-021-060 - MRT-Johnson (1 TDC)

4455-021-060

EXHIBIT A (Cont.)

00 1269315

Open Space Property



4455-021-060 - MRT-Johnson (1 TDC) Goshn - Permit #85-214-A3

EXHIBIT B

Public Resources Code Section 30106

30106. Development

"Development" means, on land, in or under water, the placement or erection of any solid material or structure; discharge or disposal of any dredged material or any gaseous, liquid, solid, or thermal waste; grading, removing dredging, mining, or extraction of any materials; change in the density or intensity of use of land, including, but not limited to, subdivision pursuant to the Subdivision Map Act (commencing with Section 66410 of the Government Code), and any other division of land, including lot splits, except where the land division is brought about in connection with the purchase of such land by a public agency for public recreational use; change in the intensity of use of water, or of access thereto; construction, reconstruction, demolition, or alteration of the size of any structure, including any facility of any private, public, or municipal utility; and the removal or harvesting of major vegetation other than for agricultural purposes, kelp harvesting, and timber operations which are in accordance with a timber harvesting plan submitted pursuant to the provisions of the Z'berg-Nejedly Forest Practice Act of 1973 (commencing with Section 4511).

As used in this section, "structure" includes, but is not limited to, any building, road, pipe, flume, conduit, siphon, aqueduct, telephone line, and electrical power transmission and distribution line.

Page 1 of 2

EXHIBIT C

Recording Requested By When Recorded Mail To: California Coastal Commission 45 Fremont Street, Suite 2000 San Francisco, California 94105-2219 Attention: Legal Department

CERTIFICATE OF ACCEPTANCE

OFFER AND DEDICATION OF SCENIC EASEMENT

This is to certify that		her	eby accepts the
Offer to Dedicate a Scen	nic Easement executed	by	
on,	1983 and recorded on	, 1983 in Book	, Page
of the Official Records	in the Office of the	Recorder of	County.
Dated		Ву	
		For	
STATE OF CALIFORNIA			
COUNTY OF	<u>—</u>		
On	, before me,		, a Notary
Public, personally appea	red	,	personally known
to me (or proved to me o	n the basis of satisf	actory evidence) to	be the person(s)
whose name(s) is/are sub	scribed to the within	instrument and ack	nowledged to me
that he/she/they execute	d the same in his/her	/their authorized c	apacity(ies), and
that by his/her/their si	gnature(s) on the ins	trument the person(s), or the entity
upon behalf of which the	person(s) acted, exe	cuted the instrumen	t.
WITNESS my hand an	d official seal.		
Signature			

Page 2 of 2

ACKNOWLEDGEMENT BY CALIFORNIA COASTAL COMMISSION

This is to certify that
is a public agency/private association acceptable to t
Executive Director of theCommission,
California Coastal Commission to be Grantee under the above described Offer
to Dedication.
Dated CALIFORNIA COASTAL COMMISSION
STATE OF CALIFORNIA
COUNTY OF
On, before me,, a Notary
Public, personally appeared, personally know
to me (or proved to me on the basis of satisfactory evidence) to be the person(
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), ar
that by his/her/their signature(s) on the instrument the person(s), or the entit
upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.
Signature

3P/TDC ((12)	(95)		
RECORDIA	IG F	REQUES	TED	BY

EXHIBIT D

00 1269315

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	Y

WHEN RECORDED MAIL TO CALIFORNIA COASTAL COMMISSION 45 FREMONT STREET, SUITE 2000 SAN FRANCISCO, CA 94105-2219 ATTENTION: LEGAL DEPARTMENT)))	
Permit No)	
APN	•	

DECLARATION OF RESTRICTIONS

	This	Declaration	of	Restrictions	is mad	e th	nts	day of		
19,	by_	·		· · · · · · · · · · · · · · · · · · ·	···			hereinafter	referred	to
as "De	eclara	ant."								

- I. WHEREAS, Declarant is the legal owner of a fee interest of certain real property located in the County of Los Angeles. State of California and described in the attached Exhibit A, which is hereby incorporated by this reference, and is hereinafter referred to as the "Subject Lands"; and
- II. WHEREAS, all of the Subject Lands are located within the coastal zone as defined in Sections 30103 of the California Public Resources Code (which code is hereinafter referred to as the "Public Resources Code"); and
- III. WHEREAS, the California Coastal Act of 1976 (hereinafter referred to as the "Act") creates the California Coastal Commission (hereinafter referred to as "Commission") and requires that any development approved by the Commission must be consistent with the policies of the Act set forth in Chapter 3 Division 20 of the Public Resources Code; and
- IV. WHEREAS, pursuant to the Act, ______ (hereinafter the "Applicant") applied to the Commission for a permit to undertake development as defined in the Act within the coastal zone of Los Angeles County (hereinafter the "Permit"); and

VI. WHEREAS, in its decision on the Permit the Commission, acting on behalf of the People of the State of California and pursuant to the Act. granted the permit to the Applicant upon condition (hereinafter the "Condition") requiring inter alia that Applicant cause Declarant to recombine and unify the Subject lands into a single parcel for all purposes with respect to the lands included therein, including but not limited to sale, conveyance, development, taxation or encumbrance; and

VII. WHEREAS, the Commission has placed the Condition on the Permit because a finding must be made under Public Resources Code Section 30604(a) that the proposed development is in conformity with the provisions of Chapter 3 of the Act and that in the absence of the protections provided by the Condition, said finding could not be made; and

VIII. WHEREAS, Applicant has elected to comply with the Condition and has contracted with Declarant and, in return for valuable consideration granted by Applicant to Declarant, receipt of which is hereby acknowledged, Declarant has agreed to execute and record this Declaration of Restrictions so as to fulfill the Condition, thus allowing Applicant to undertake development authorized by the



Permit; and

- IX. WHEREAS, Declarant intends that this Declaration of Restrictions recombine and unify the Subject Lands in lieu of a more costly and lengthy map procedure pursuant to Government Code Section 66499.11 which would be undertaken but for costs and time delays; and
- X. WHEREAS, it is intended that this Declaration of Restrictions is perpetual and shall constitute enforceable restrictions within the meaning of Article XIII, Section 8 of the California Constitution and that said restrictions shall thereby qualify as an enforceable restriction under the provision of the California Revenue and Taxation Code, Section 402.1.

NOW, THEREFORE, in consideration of the benefit to the Declarant as a consequence of the grant of the Permit to the Applicant and Applicant's grant of valuable consideration to the Declaration, the ability of the Declarant to recombine and unify the Subject Lands without proceeding by the more lengthy and costly map procedure pursuant to the California Government Code Section 66499.11, and the beneficial effect on the method of determining the assessed value of the Subject Lands including any reduction thereof due to the imposition on its use as set forth in this Declaration of Restriction, the Declarant hereby agrees that: (1) All portions of the Subject Lands shall be recombined and unified, and shall henceforth be considered and treated as a single parcel of land for all purposes with respect to the lands included therein, including but not limited to sale, conveyance, development, taxation or encumbrance; (2) The single parcel created herein shall not be divided or otherwise alienated from the combined and unified parcel; (3) If the County of Los Angeles revises its procedures for recombination and unification of lands pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) such that the Subject Lands may be

recombined and unified, or otherwise merged pursuant to a map procedure without further cost to or effort by Declarant, Declarant hereby agrees and consents to such recombination and unification of the Subject Lands by map procedures; (4) Any breech of this Declaration of Restrictions shall constitute an abrogation of this contractual agreement which flows from the terms of the Permit and shall therefore render the Declarants or their successors liable pursuant to the provisions of Chapter 9 of Division 20 of the Public Resources Code; (5) This Declaration of Restrictions shall constitute a covenant running with the land, restricting the use and enjoyment of the Subject Land, benefitting and burdening all portions of the Subject Lands; and (6) This Declaration of Restrictions shall be attached to and become a part of the deed to the Subject Lands, shall bind the Declarants and their successors, heirs, and assigns in perpetuity and shall benefit the People of the State of California.

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

	Executed on thisday of	, 19 <u></u>
a t	, California.	
Ву	•	
	Declarant (Type or Print Name)	Declarant (Type or Print Name)

20

STATE OF CALIFORNIA		
COUNTY OF		
On	, before me,	, a Notary
Public, personally appear	ed	, personally known
to me (or proved to me on	the basis of satisfactory ev	idence) to be the person(s)
whose name(s) is/are subs	cribed to the within instrume	ent and acknowledged to me
that he/she/they executed	the same in his/her/their au	ithorized capacity(ies), and
that by his/her/their sig	nature(s) on the instrument t	he person(s), or the entity
upon behalf of which the	person(s) acted, executed the	instrument.
WITNESS my hand and offic	ial seal.	
Signature		
STATE OF CALIFORNIA		
COUNTY OF		•
On	, before me,	, a Notary
Public, personally appear	ed	, personally known
to me (or proved to me on	the basis of satisfactory ev	ddence) to be the person(s)
whose name(s) is/are subs	cribed to the within instrume	ent and acknowledged to me
that he/she/they executed	the same in his/her/their au	thorized capacity(ies), and
that by his/her/their sign	nature(s) on the instrument t	he person(s), or the entity
upon behalf of which the	person(s) acted, executed the	instrument.
WITNESS my hand and offic	lal seal.	
Signature		.)

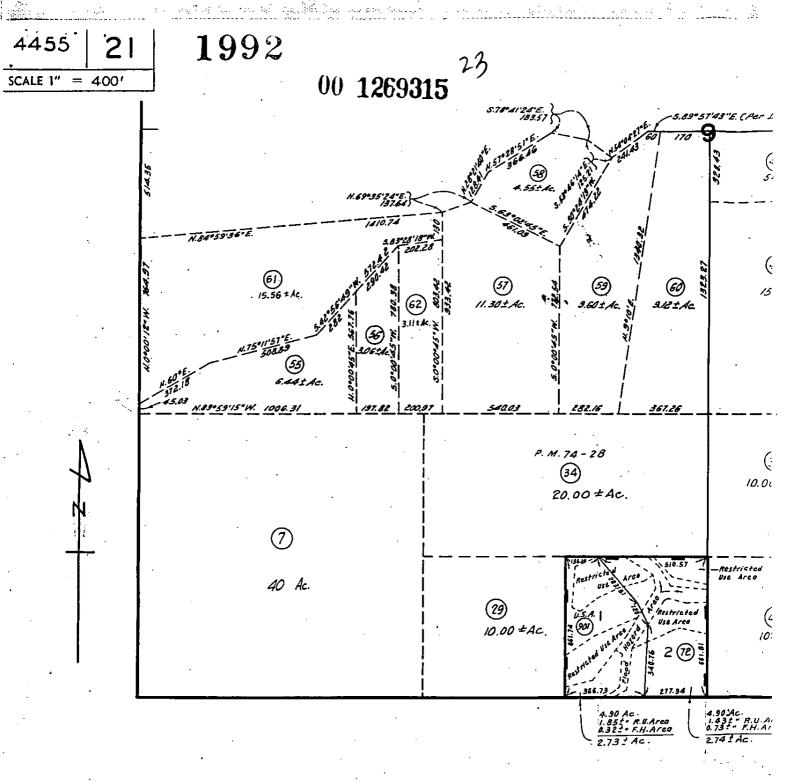
V

Approved on	19
. •	
	California Coastal Commission
CTATE OF CALLEONNIA	
STATE OF CALIFORNIA	
COUNTY OF SAN FRANCISCO	
	e me,, a Notary
Public, personally appeared	, personally known
to me (or proved to me on the basis of	satisfactory evidence) to be the person(s)
•	within instrument and acknowledged to me
	s/her/their authorized capacity(ies), and
	ne instrument the person(s), or the entity
upon behalf of which the person(s) acted	s, executed the instrument.
WITNESS my hand and official seal.	
Signature	• •

V

EXHIBIT A

Subject Lands



CODE 4988

T. I S.,R. 17 W.

PARCEL MAP P.M. 69-18

NO. 444 FOR PREV. ASSM'T. SEE:

