



01-1756898

RECORDED FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
SEP 18 2001 AT 8 A.M.

SPACE ABOVE THIS LINE FOR RECORDERS USE

TITLE(S)

FEE

D.T.T.

FREE D
21

CODE
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CODE
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CODE
9__

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

Number of Parcels Shown

THIS FORM IS NOT TO BE DUPLICATED

2001A150

J

3P/TDC (5/01)

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RECORDING REQUESTED BY:

California Coastal Commission

WHEN RECORDED MAIL TO:

CALIFORNIA COASTAL COMMISSION
45 FREMONT STREET, SUITE 2000
SAN FRANCISCO, CA 94105-2219
ATTENTION: LEGAL DEPARTMENT

Permit No. 4-01-046 (Tyler-Associates, LLC)
APN 4453-027-009 & 4455-018-033

ACCOMMODATION ONLY

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 this 7th day of May, 2001, by the
Mountains Restoration Trust, (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 described in attached Exhibit A and Exhibit
A-1 incorporated herein by reference, (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 Division 20 of the Public Resources Code; and

This document filed for recording
by Chicago Title Insurance and trust
as an accommodation only. It has not
been examined as to its execution or
as its effect upon the title.

IV. WHEREAS, pursuant to the Act, PHC-Tyler Associates, LLC, (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. WHEREAS, in its decision on the Permit (Permit No. 4-01-046) decided July 10, 2001, 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 one, 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; 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, 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

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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 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. USE OF PROPERTY. The use of the Open Space Property shall be limited to natural and private open space for habitat protection, resource conservation, and private recreation 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. removal of hazardous substances or conditions or non-native or diseased plants or trees;
- b. 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. installation or repair of underground utility lines and septic systems;

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d. posting of signs to prevent trespass of no greater than the minimum size specified by law; and

e. construction of spas, horse corrals, horse barns, tool sheds, chicken coops, aviaries, gazebos, green houses, gardens, decorative fish ponds, trails, irrigation systems and fencing, including wood, stone and chain link.

2. RIGHT OF ENTRY. 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 agent is created by this provision.

3. BENEFIT AND BURDEN. 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. CONSTRUCTION OF VALIDITY. 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. LIABILITY AND INDEMNIFICATION. 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. SUCCESSORS AND ASSIGNS. The terms, covenants, conditions, exceptions, obligations and reservations contained in this Offer shall be binding upon and inure 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/or his/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 a Conditions of this office.

11. RECOMBINATION. 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 at any time Grantor desires to transfer ownership of the Property to a person or entity other than a state or federal governmental agency or 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 THEREOF, Grantor has executed this Offer on the ^{14 September}~~7th of May~~, 2001.

MOUNTAINS RESTORATION TRUST

By: 
Stephen A. Harris, President

NOTARY ON NEXT PAGE

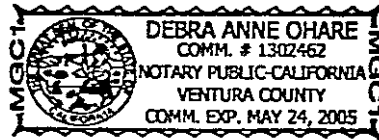
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STATE OF CALIFORNIA
Los Angeles
COUNTY OF ~~SAN FRANCISCO~~

On September 14, 2001, before me, Debra Anne Ohare, a
Notary Public, personally appeared Stephen A. Harris, 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 within the 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 signatures(~~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 Debra Anne Ohare



STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

On _____, 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 within the 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 signatures(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 _____

This is to certify that the Offer to Dedicate set forth above is hereby acknowledged by the undersigned officer on behalf of the Commission pursuant to authority conferred by the Commission when it granted Permit No. 4-01-046, on July 10, 2001, and the Commission consents to recordation thereof by its duly authorized officer.

Dated: August 22, 2001

CALIFORNIA COASTAL COMMISSION

John Bowers
John Bowers, Staff Counsel

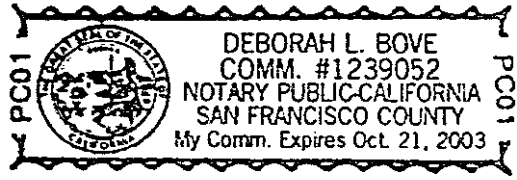
STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

On 8/22/01, 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 Deborah L. Bove



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EXHIBIT A

Subject Lands

Legal Description

EXHIBIT "A"

Page 1 of 2

Parcel 1: Open Space Property

That portion of the west half of Section 9, Township 1 South, Range 17 West, San Bernardino meridian, 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 Deed to the County of Los Angeles recorded in Book 4844, page 305, Official Records, in the Office of the Los Angeles County Recorder, said intersection being a point in the curve concave to the South and having a radius of 100.00 feet, a radial line to said last mentioned point bears north $42^{\circ}54'56''$ West; thence Northeasterly along said center line and said curve a distance of 49.05 feet; thence continuing along said center line, and said curve a distance of 49.05 feet; thence continuing along said center line North $75^{\circ}11'25''$ 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, 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 $40^{\circ}19'45''$ East 38.00 feet; thence leaving said last mentioned centerline of Cold Canyon Road, South $28^{\circ}22'06''$ East 111.70 feet; thence South $62^{\circ}13'39''$ East 382.01 feet; thence South $39^{\circ}29'31''$ East 397.62 feet; thence South $68^{\circ}00'34''$ East 112.16 feet; thence South $31^{\circ}05'49''$ East 147.15 feet; thence North $69^{\circ}35'24''$ East 137.64 feet; thence North $28^{\circ}21'40''$ East 128.41 feet; thence North $57^{\circ}28'51''$ East 366.46 feet to the true point of beginning of this description; thence North $11^{\circ}31'07''$ East 430.67 feet to the southerly line of the land described in Deed recorded in Book D-5356, Page 153, Official Records of Los Angeles County; thence along said Southerly line North $77^{\circ}53'16''$ East 226.24 feet; thence south $21^{\circ}00'26''$ East 469.41 feet; to the South line of the Northwest Quarter of said Section 9, Thence South $54^{\circ}04'27''$ West 241.43 feet to the Northeasterly line of the land described in Deed to W. Scott Husted Jr., recorded in Book D-5379, Page 328, Official Records of Los Angeles County; thence along said Northeasterly line as follows:

North $53^{\circ}46'14''$ West 125.21 feet; North $78^{\circ}41'24''$ West 183.57 feet to the true point of beginning of this description.

Parcel 2:

A non-exclusive easement for road, utility, storm drain, and sanitary sewer 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, State of California, according to the Official Plat thereof included within a stip of land of uniform width of 66 feet, the centerline of which is described in parcel 2A and 2B in that certain Deed recorded in Book D-5379, Page 316, Official Records.

Parcel 3:

A non-exclusive easement for road, utility, storm drain, and sanitary sewer 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, State of California, according to the Official Plat thereof included within a stip of land of uniform width of 64 feet, the centerline of which is described in Parcel 2A in that certain Deed recorded in Book D-5379, Page 316, Official Records.

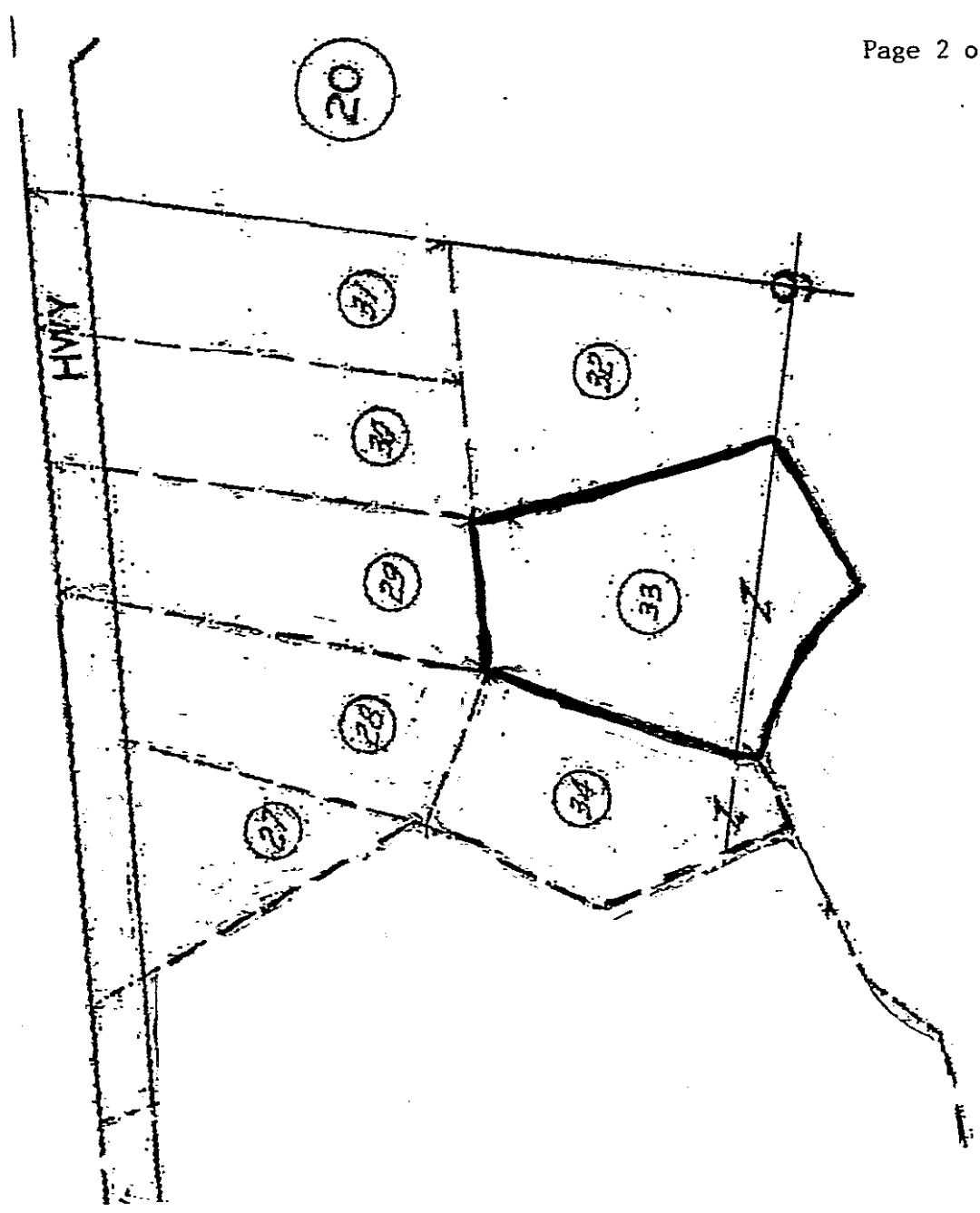
(Commonly known as vacant land in Calabasas, California 91302)

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APN: 4455-018-033



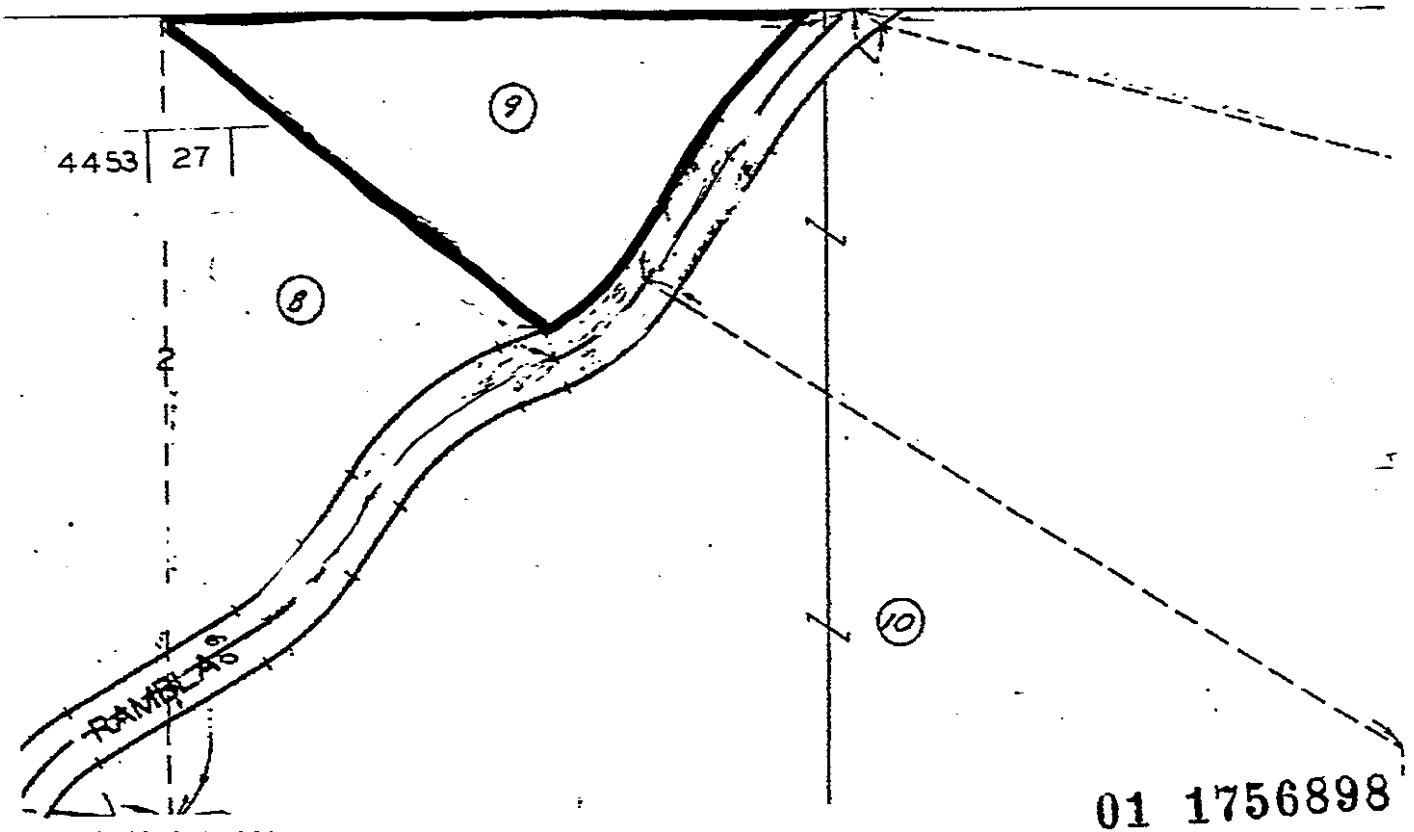
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EXHIBIT A-1

Open Space Property

A Parcel of land situated in the County of Los Angeles, State of California, being a portion of the Southeast quarter of fractional Section 27, Township 1 South, Range 17 West, San Bernardino Meridian, described as follows:

Beginning at a point on the South line of said Section 27, said point being opposite a set stone marked 1/40 on the North side and T.M. on the South face, said point being distant North 84° 19' 40" West 2013.09 feet from the Southeasterly corner of said Section 27; thence North 0° 43' 40" East along a line parallel to the West line of said Southeast quarter to an intersection of said parallel line with the North line of Lot 2 of said Southeast quarter said point of intersection being the true point of beginning; thence North 89° 53' 29" East along the last mentioned North line and prolongation thereof 708.47 feet more or less to an intersection with the center line of Rambla Pacifico 60 feet wide as described in deed to Los Angeles County recorded in Book 15065, Page 313 of Official Records of said County; thence Southwesterly along the center line of said Rambla Pacifico to the Northeasterly extremity of the course along said center line recited in said deed as having a bearing of North 68° 09' 00" East and a length of 51.51 feet, said course having a bearing of North 68° 20' 45" East for the purposes of this description; thence leaving said center line North 21° 39' 15" West 30.00 feet; thence North 50° 21' 02" West 509.94 feet more or less to the true point of beginning.



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EXHIBIT B

Section 30106

"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 of 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.

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EXHIBIT C

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
California Coastal Commission
45 Fremont Street, Suite 2000
San Francisco, CA 94105-2219

CERTIFICATE OF ACCEPTANCE

This is to certify that _____ hereby
accepts the Offer to Dedicate executed by

_____ on _____, _____, and
recorded on _____, _____, as Instrument No. _____ in the
Official Records of the Office of the Recorder of _____ County.

Dated: _____

By: _____

For: _____

STATE OF CALIFORNIA
COUNTY OF _____

On _____, before me, _____, a
Notary Public, personally appeared _____, personally
known to me (or proved to me on the basis of satisfactory evidence) to be the permits n (s) whose
Name(s) is/are subscribed to within the 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 signatures(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 _____

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ACKNOWLEDGMENT BY CALIFORNIA COASTAL COMMISSION

This is to certify that the Mountains Recreation and Conservation Authority is a public agency acceptable to the Executive Director of the California Coastal Commission to by Grantee under the Offers to Dedicate referenced in Exhibit A attached hereto and incorporated herein by reference and recorded in the office of the Recorder of Los Angeles County.

Dated: _____

CALIFORNIA COASTAL COMMISSION

STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

On _____, before me, _____, a

Notary Public, personally appeared _____, personally

known to me (or proved to me on the basis of satisfactory evidence) to be the permits n (s) whose

Name(s) is/are subscribed to within the 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 signatures(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 _____

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3P/TDC (12/95))
RECORDING REQUESTED BY) EXHIBIT D

WHEN RECORDED MAIL TO)
CALIFORNIA COASTAL COMMISSION)
45 FREMONT STREET, SUITE 2000)
SAN FRANCISCO, CA 95105-2219)
ATTENTION: LEGAL DEPARTMENT)

Permit No. _____)

APN _____)

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DECLARATION OF RESTRICTIONS

This Declaration of Restrictions is made this ____ day of _____, 19____, by _____, hereinafter referred to as "Declarant."

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

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V. WHEREAS, in its decision on the Permit (Permit No. _____, decided on _____, 19__) the Commission found that the development proposed by the Applicant would cause an increase in the residential density, thus contributing to adverse cumulative effects on coastal resources and on 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 building sites available in the vicinity for residential development, so as to mitigate the adverse cumulative effects of the proposed development; 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

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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) If at any time Declarant desires to transfer ownership of the Subject Lands to a person or entity other than a federal or state governmental agency, a political subdivision of the State of California, or a private non-profit organization acceptable to the executive director, Declarant hereby agrees and consents to, concurrently with such transfer, recombine the Subject Lands with one or more parcels owned by said person or entity, contiguous to the Subject Lands and not subject to any restriction similar to that represented by the offer(s) of dedication, recorded concurrently herewith, of a portion of the Subject Lands. Such recombination shall be effectuated by a declaration of restrictions in the form similar to this document; (5) Any breach 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; (6) 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; (7) 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.

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Executed on this _____ day of _____, 19____
at _____, California.

By _____

Declarant (Type or Print Name)

Declarant (Type or Print Name)

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 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 _____

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Approved on _____, 19__

California Coastal Commission

STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

On _____, 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 _____