



LEAD SHEET

00 0235507 /

RECORDED/FILED IN OFFICIAL RECORDS  
RECORDER'S OFFICE  
LOS ANGELES COUNTY  
CALIFORNIA  
FEB 16 2000 AT 8AM

SPACE ABOVE THIS LINE FOR RECORDERS USE



TITLE(S)

FEE

D.T.T.

FREE 1

10

CODE  
20

CODE  
19

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

2

Recording Requested by and  
When Recorded, Mail to

California Coastal Commission  
45 Fremont Street, Suite 2000  
San Francisco, CA 94105  
Attn Legal Department  
Permit No 5-91-436  
APN 4448-006-905

**Exempt From Recording Fees  
(Gov. Code §§ 6103 and 27383)**

DEDICATION OF SCENIC EASEMENT

AND

DECLARATION OF RESTRICTIONS

THIS DEDICATION OF SCENIC EASEMENT AND DECLARATION OF RESTRICTIONS (hereinafter "Dedication") is made this 14th day of August, 19 99, by the State Coastal Conservancy, and agency of the State of California (hereinafter referred to as, "Grantor")

I WHEREAS, Grantor 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 (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 Division 20 of the California Public Resources Code (which division 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 thereof, and

IV WHEREAS, pursuant to the Act, Anden/VMS Rancho Malibu Venture (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 5-91-436) decided on July 18, 1991, the Commission found that the development proposed by the Applicant would contribute to adverse cumulative impacts on both coastal resources and public access to the coast within the Los Angeles County coastal zone, and that such use could not be permitted consistent with the policies of the Act without a reduction in the number of existing undeveloped parcels 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 the grant of a scenic or open space easement over the qualifying property within the designated donor areas and agree to restrict development on such property so as to preclude further residential development and promote the open space and scenic values present on such property and so as to prevent the adverse direct and cumulative effects on coastal resources and public access to the coast which would occur if the Open Space 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,

VIII WHEREAS, the Applicant has elected to comply with the Condition and has contracted with the Grantor, and, in return for valuable consideration granted by the Applicant to the Grantor, receipt of which is hereby acknowledged, the Grantor has agreed to cause the Dedication to be executed under the terms and conditions of the Commission's approval, so as to enable the Applicant to fulfill the Condition, thus allowing the Applicant to undertake the development authorized by the Permit, and

IX WHEREAS, it is intended that this Dedication 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 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 without residential development and the promotion of open space uses thereon, Grantor, on behalf of Grantor and Grantor's successors and assigns, hereby irrevocably offers to dedicate to the State of California, to a political subdivision of the State, or to a private association approved in writing by the Executive Director of the Commission to serve as grantee, ("Grantee" herein), 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

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1 Use of Property The use of the Open Space Property shall be limited to natural and open-space purposes for habitat protection, resource management, conservation, research, and public recreation, in accordance with the following limitations No development 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 200 feet of existing or permitted residential development,
- c) the installation or repair of underground utility lines and septic systems,
- d) passive public recreational use, where appropriate, including the posting of directional and interpretive signs or signs for the prevention of trespass or for other regulatory purposes,
- e) the construction of fences as necessary for the protection of natural resources and/or private property, and
- f) the construction and maintenance of parking areas, staging areas, picnic benches and seating areas for ranger orientation sessions

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 Dedication 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 Dedication shall benefit all parcels of real property adjoining the Open Space Property and the People of the State of California

4 Construction of Validity 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

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 Dedication will be deemed a breach hereof

The Grantee may bring any action in court necessary to enforce this Dedication, including, but not limited to, injunction to terminate a breaching activity, or an 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 Dedication 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 to constitute a waiver of Grantee's right regarding any subsequent breach or an abandonment of any right or interest granted to Grantee hereunder.

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 Dedication. All costs and expenses for such maintenance improvement, use or possession shall be born by the Grantor

8 Liability and Indemnification This conveyance is made and accepted upon the express condition that the Grantee, its directors, 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 directors, officers, agents and employees of Grantee 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 Costs of Suit If any action be commenced to enforce or interpret this Dedication, the prevailing party shall be entitled to recover, in addition to any other relief, all costs of suit, including reasonable attorneys fees

10 Successors and Assigns The terms, covenants, conditions, exceptions, obligations and reservations contained in this Dedication 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

11 Term This offer shall be binding upon the Grantor and its assigns or successors in interest to the Open Space Property described above for a period of twenty-one (21) years from date hereof

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Upon recordation of any acceptance of this Dedication, 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, its assigns and successors in perpetuity

IN WITNESS WHEREOF, Grantor has executed this Dedication on the date written below

CALIFORNIA STATE  
COASTAL CONSERVANCY

Dated 8/4/99

by M. A. \_\_\_\_\_  
Marcia Grimm,  
Senior Staff Counsel

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

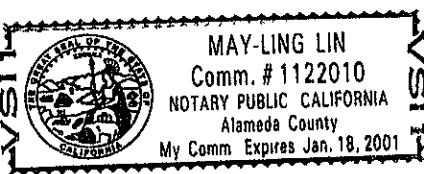
State of California

County of Alameda

On Aug 4, 1999 before me, May-Ling Lin  
Date Name and Title of Officer (e.g. Jane Doe, Notary Public)

personally appeared Marcia Grimm  
Name(s) of Signer(s)

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

May-Ling Lin  
Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

**Description of Attached Document**

Title or Type of Document Dedication of Scenic Basement - Healing

Document Date Aug 4, 1999 Number of Pages 7

Signer(s) Other Than Named Above N/A

**Capacity(ies) Claimed by Signer(s)**

Signer's Name Marcia Grimm

- Individual
- Corporate Officer  
Title(s) \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other Legal Counsel

Signer Is Representing SCC



RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

Signer's Name \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s) \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other \_\_\_\_\_

Signer Is Representing \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER  
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CONSENT TO RECORDATION

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This is to certify that the Dedication of Scenic Easement and Declaration of Restrictions set forth above dated April 4, 1999, and signed by the State Coastal Conservancy, Grantor, is hereby acknowledged by the undersigned officer on behalf of the California Coastal Commission pursuant to authority conferred by California Coastal Commission the when it granted Coastal Development Permit No 5-91-436 on July 18, 1991, and the California Coastal Commission consents to recordation thereof by its duly authorized officer

Dated February 2, 2000

CALIFORNIA COASTAL COMMISSION

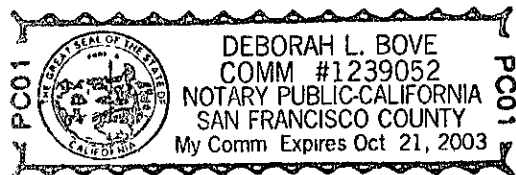
John Bowers  
John Bowers, Staff Counsel

STATE OF CALIFORNIA  
COUNTY OF SAN FRANCISCO

On 2/2/00, 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 persons(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





## EXHIBIT A

THE FOLLOWING DESCRIBED REAL PROPERTY SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA:

## PARCEL 1:

THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 16 WEST, SAN BERNARDINO MERIDIAN ACCORDING TO THE OFFICIAL PLAT THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER DISTANT THEREON SOUTH 0 DEGREES 04' 25" EAST 247.21 FEET FROM THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE ALONG SAID WEST LINE, SOUTH 0 DEGREES 04' 25" EAST 207.43 FEET; THENCE SOUTH 89 DEGREES 59' 06" EAST 525 FEET TO THE EASTERLY LINE OF THE WESTERLY 525 FEET; MEASURED AT RIGHT ANGLES, OF SAID SOUTHWEST QUARTER; THENCE ALONG SAID EASTERLY LINE, NORTH 0 DEGREES 04' 25" WEST 207.43 FEET TO A LINE BEARING SOUTH 89 DEGREES 59' 06" EAST FROM THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 59' 06" WEST 525 FEET TO THE POINT OF BEGINNING.

EXCEPT 52 PERCENT OF ALL GAS, OIL, HYDROCARBONS AND ALL MINERALS LYING IN, ON OR UNDER SAID LAND; HOWEVER, NO RIGHT OF ENTRY IS RESERVED UPON THE SURFACE FOR THE PURPOSE OF EXPLORING FOR OR EXTRACTING OIL, GAS, HYDROCARBONS OR MINERALS RESERVING, HOWEVER, THE RIGHT TO ENTER THE SUBSURFACE FOR THE PURPOSE OF EXTRACTING SAME AS RESERVED BY DEED RECORDED IN BOOK D-2685 PAGE 250, OFFICIAL RECORDS.

## PARCEL 2:

AN EASEMENT FOR INGRESS, EGRESS AND UNDERGROUND UTILITY PURPOSES OVER THAT PORTION OF LOT 1 OF TRACT NO. 9492, AS PER MAP RECORDED IN BOOK 133 PAGES 63 AND 64 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND OVER THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 1 SOUTH, RANGE 16 WEST, SAN BERNARDINO MERIDIAN ACCORDING TO THE OFFICIAL PLAT THEREOF AND OVER THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN ACCORDING TO THE OFFICIAL PLAT THEREOF INCLUDED WITHIN THE LINES OF A STRIP OF LAND, 60 FEET WIDE, LYING 30 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE;

BEGINNING AT THE SOUTHEASTERLY TERMINUS OF THAT CERTAIN COURSE

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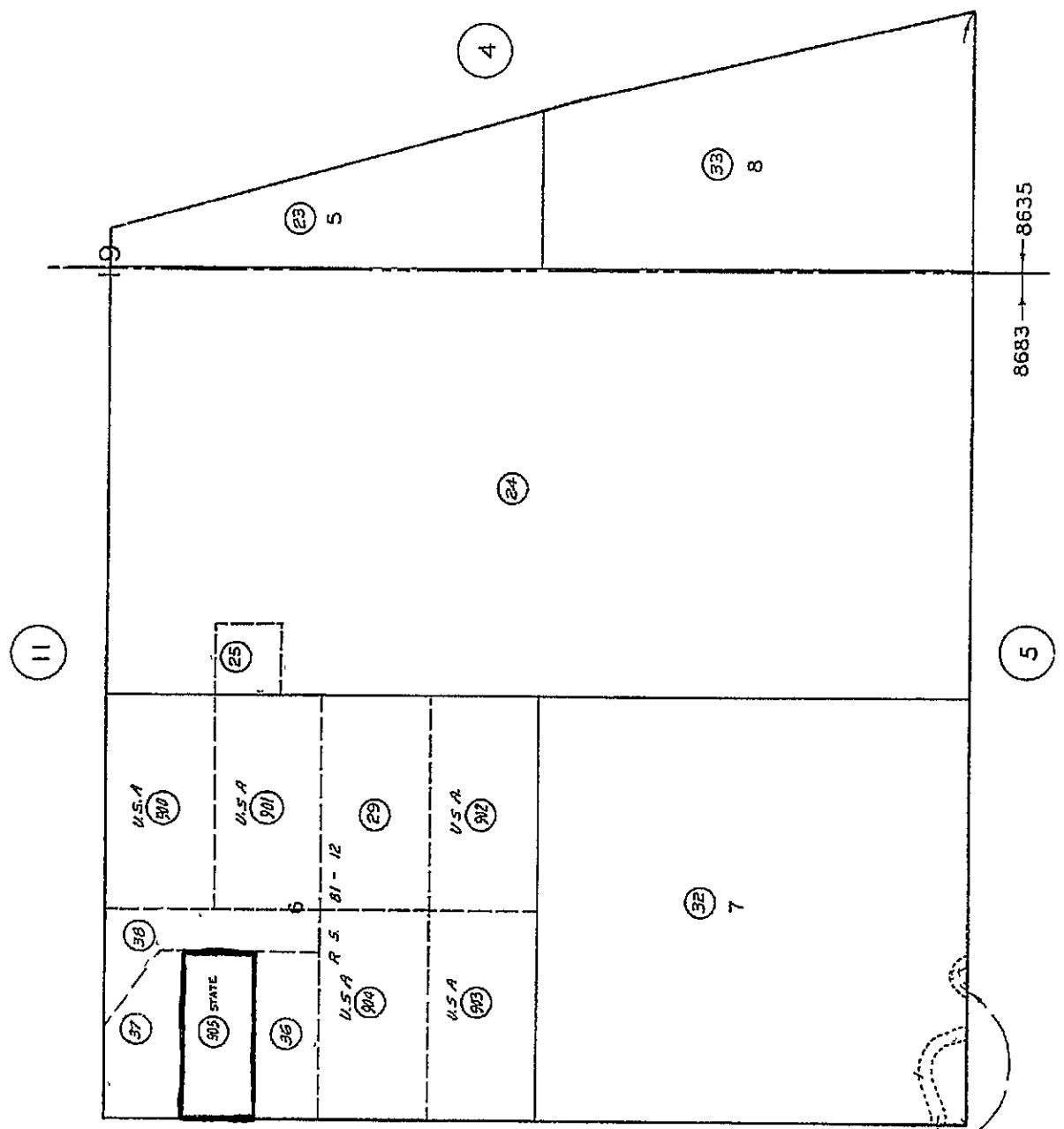
IN THE CENTER LINE OF TUNA CANON ROAD, 60 FEET WIDE, (NOW KNOWN AS TUNA CANYON ROAD) SHOWN ON SAID MAP OF TRACT 9492 AS HAVING A BEARING AND LENGTH OF "NORTH 40 DEGREES 53' 40" WEST 242.89 FEET", SAID POINT ALSO BEING THE NORTHEASTERLY TERMINUS OF THAT CERTAIN COURSE IN THE CENTER LINE OF THE STRIP OF LAND, 60 FEET WIDE, DESCRIBED IN PARCEL B OF DEED TO EVERDIN HIGHLANDS LTD. RECORDED ON NOVEMBER 10, 1969 AS INSTRUMENT NO. 2775, OFFICIAL RECORDS OF SAID COUNTY AS HAVING A BEARING AND LENGTH OF "NORTH 44 DEGREES 06' 20" EAST 56.08 FEET"; THENCE ALONG SAID LAST MENTIONED CENTER LINE AS FOLLOWS:

SOUTH 44 DEGREES 06' 20" WEST 56.08 FEET; SOUTHERLY ALONG A TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 100 FEET THROUGH A CENTRAL ANGLE OF 68 DEGREES 00' 00", AN ARC DISTANCE OF 118.68 FEET AND TANGENT TO SAID CURVE, SOUTH 23 DEGREES 53' 40" EAST 190.22 FEET TO A LINE PARALLEL WITH AND DISTANT NORTHWESTERLY 30 FEET, MEASURED AT RIGHT ANGLES, FROM THAT CERTAIN COURSE DESCRIBED IN PARCEL A OF DEED TO KENNETH L. BICE AND WIFE RECORDED DECEMBER 1, 1969 AS INSTRUMENT NO. 187 IN BOOK D-4568 PAGE 688 OF SAID OFFICIAL RECORDS AS HAVING A BEARING AND LENGTH OF "NORTH 46 DEGREES 03' 27" EAST 214.36 FEET", THENCE LEAVING SAID LAST MENTIONED CENTER LINE AND ALONG SAID PARALLEL LINE, SOUTH 46 DEGREES 03' 27" WEST 180.00 FEET; THENCE SOUTH 57 DEGREES 03' 27" WEST 85.70 FEET; THENCE NORTH 82 DEGREES 56' 33" WEST 35.95 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 50 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 81 DEGREES 30' 00", AN ARC DISTANCE OF 71.12 FEET; THENCE TANGENT TO SAID CURVE SOUTH 15 DEGREES 33' 27" WEST 157.65 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 100 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23 DEGREES 00' 00", AN ARC DISTANCE OF 40.14 FEET THENCE TANGENT TO SAID CURVE, SOUTH 38 DEGREES 33' 27" WEST 39.28 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE CONTINUING SOUTH 38 DEGREES 33' 27" WEST 200.05 FEET, MORE OR LESS, TO THE WESTERLY LINE OF SAID SECTION 19; THENCE SOUTHERLY ALONG SAID WESTERLY LINE TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 200 FEET AND BEING TANGENT AT ITS POINT OF ENDING TO THE SOUTHERLY LINE OF THE NORTHERLY 660 FEET, MEASURED AT RIGHT ANGLES, OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE SOUTHWESTERLY ALONG SAID CURVE TO SAID POINT OF ENDING.

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