



LEAD SHEET

00 1269318

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)

FEE

D.T.T.

FREE Z

24

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

Grid for Assessor's Identification Number (AIN)

Grid for Number of Parcels Shown

THIS FORM IS NOT TO BE DUPLICATED

DB's

2

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

00 1269318

WHEN RECORDED MAIL TO: )

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

Permit No. 5-85-214-A3 )  
(Goshn)  
APN - 4455-022-011 )  
(MRT - Hughes)

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 30th day of November, 1999, by 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 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. WHEREAS, in its decision on the Permit (Permit No. 5-85-214-A3, decided on July 13, \_\_\_\_\_, 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. USE OF PROPERTY. The use of the Open Space Property shall be limited to natural and private open space for habitat protection, resource conservation, private recreation, and accessory residential enjoyment, 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) construction of spas, horse corrals, fencing, including wood, stone and chain link, tool sheds, chicken coops, aviaries, gazebos, green houses, gardens, decorative fish ponds, trails, and irrigation systems.

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 agents 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 insure to the benefit of the successors and assigns of both the Grantor and the

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Grantee, whether voluntary or involuntary.

10. TERM. This Offer shall be binding upon the Grantor and the owner and his 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. 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 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 executed this Offer on the 7th day of August, 2000. 19.

By   
Stephen A. Harris, President  
Mountains Restoration Trust

Grantor (Type or Print Name)

\_\_\_\_\_  
\_\_\_\_\_

Grantor (Type or Print Name)



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STATE OF CALIFORNIA

COUNTY OF Los Angeles

On August 7, 2000,, before me, Maggie Abichaker, 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 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 Maggie Abichaker



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 \_\_\_\_\_

Consent to Recordation

This is to certify that the Offer to Dedicate set forth above is hereby acknowledged by the undersigned officer on behalf of the California Coastal Commission when it granted Coastal Development Permit No. 5-85-214-A3 on July 13, 1999 and the California Coastal Commission consents to recordation thereof by its duly authorized officer.

Dated: August 4, 2000

John Bowers

John Bowers, Staff Counsel

California Coastal Commission

STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

On 8/4/00, 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 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



## EXHIBIT A

00 1269318

## OPEN SPACE PROPERTY

## Description

THOSE PORTIONS OF THE NORTHWEST-QUARTER OF SECTION 10, TOWNSHIP 1 SOUTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE AUGUST 31, 1896 WITHIN THE FOLLOWING DESCRIBED BOUNDARIES:

BEGINNING AT A POINT IN THE EASTEALY BOUNDARY OF SAID NORTHWEST QUARTER SOUTH 0 DEGREES 34 MINUTES 42 SECONDS EAST 350.15 FEET THEREON FROM THE NORTHEAST CORNER THEREOF; THENCE SOUTH 50 DEGREES 49 MINUTES 20 SECONDS WEST 1376.58 FEET, MORE OR LESS, TO A POINT IN THE NORTHEASTERLY BOUNDARY OF A STRIP OF LAND 60 FEET WIDE, DESCRIBED IN ROAD DEED TO THE COUNTY OF LOS ANGELES, RECORDED IN BOOK 18551 PAGE 35, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, SAID POINT BEING AT THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1030.00 FEET, A RADIAL LINE OF SAID CURVE TO SAID LAST MENTIONED POINT HAVING A BEARING OF NORTH 65 DEGREES, 44 MINUTES 00 SECONDS EAST; THENCE SOUTHEASTERLY ALONG SAID CURVE BEING THE NORTHEASTERLY BOUNDARY OF LAND DESCRIBED IN SAID ROAD DEED 266.41 FEETS; THENCE SOUTH 9 DEGREES 26 MINUTES 50 SECONDS EAST 168.12 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 470.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE 296.77 FEET; THENCE SOUTH 45 DEGREES 31 MINUTES 30 SECONDS EAST 133.31 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 630.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE 664.64 FEET; MORE OR LESS, TO APOINT IN THE SOUTHERLY LINE OF SAID NORTHWEST QUARTER; THENCE ALONG SAID SOUTHERLY LINE NORTH 80 DEGREES 29 MINUTES 17 SECONDS EAST 586.57 FEET TO THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE ALONG THE EASTERLY LINE OF SAID NORTHWEST QUARTER NORTH 0 DEGREES 34 MINUTES 42 SECONDS WEST 2237.87 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION OF SAID NORTHWEST QUARTER LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE SOUTH 0 DEGREES 10 MINUTES 16 SECONDS WEST 481.66 FEET; THENCE SOUTH 56 DEGREES 05 MINUTES 00 SECONDS EAST 50.24 FEET TO THE TRUE POINT OF BEGINNING: SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 45.00 FEET, A RADIAL LINE OF SAID CURVE TO SAID POINT OF BEGINNING HAVING A BEAING OF NORTH 33 DEGREES 05 MINUTES 00 SECONDS EAST; THENCE WESTERLY ALONG SAID CURVE 75.54 FEET; THENCE SOUTH 26 DEGREES 54 MINUTES 00 SECONDS WEST 40.51 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE 48.06 FEET; THENCE SOUTH 12 DEGREES 54 MINUTES 10 SECONDS WEST 53.69 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 100.00 FEET;

00 1269318

THENCE SOUTHERLY ALONG SAID CURVE 32.24 FEET; THENCE SOUTH 5 DEGREES 34 MINUTES 15 SECONDS EAST 23.16 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE 59.80 FEET; THENCE SOUTH 39 DEGREES 50 MINUTES 05 SECONDS EAST 4.86 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE 44.75 FEET; THENCE SOUTH 14 DEGREES 11 MINUTES 45, SECONDS EAST 58.31 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE 41.65 FEET THENCE SOUTH 9 DEGREES 40 MINUTES 10 SECONDS WEST 29.63 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 75.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE 59.57 FEET; THENCE SOUTH 35 DEGREES 50 MINUTES 30 SECONDS EAST 12.40 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 100.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE 84.10 FEET.

THE ABOVE DESCRIBED CURVES ARE TANGENT TO THE STRAIGHT LINES WHICH THEY JOIN.

FOR THE WESTERLY LINE OF THE EXCEPTION HEREINABOVE DESCRIBED REFERENCE IS HEREBY MADE TO COUNTY SURVEYOR'S MAP NO. 8-1052, ON FILE IN THE OFFICE OF THE SURVEYOR OF SAID COUNTY.

4455-022-011 - MRT HUGHES - 1.8

Permit: 5-85-214-A3 - Ghosn

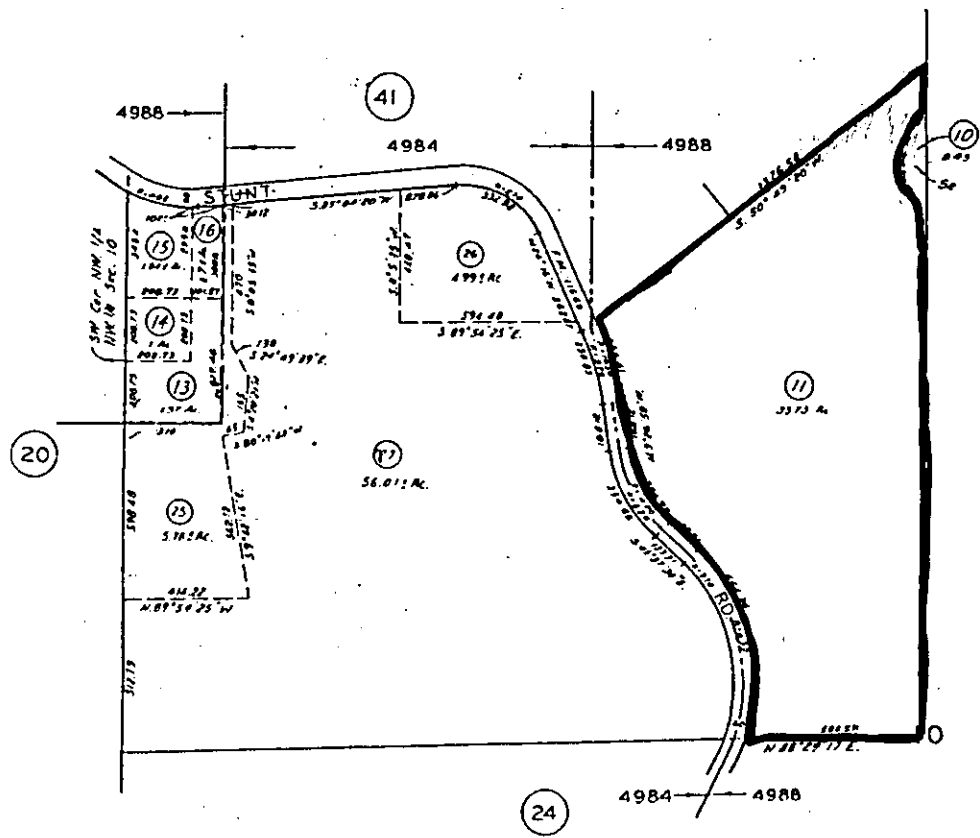
13

EXHIBIT A (Cont.)

00 1269318

Open Space Property

4455 22  
SCALE 1" = 400'



CODE  
4984  
4988

FOR PREV. ASSMT. SEE:  
4455-22

T. 15., R. 17W.

4455-022-011 - MRT-Hughes (1.8 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.

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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 \_\_\_\_\_ hereby accepts the  
Offer to Dedicate a Scenic 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 \_\_\_\_\_ 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 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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ACKNOWLEDGEMENT BY CALIFORNIA COASTAL COMMISSION

This is to certify that \_\_\_\_\_  
\_\_\_\_\_ is a public agency/private association acceptable to the  
Executive Director of the \_\_\_\_\_ Commission,  
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 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 \_\_\_\_\_



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

EXHIBIT D

00 1269318

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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 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

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) 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; (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 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 \_\_\_\_\_

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 \_\_\_\_\_

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 \_\_\_\_\_

23

00 1269318

EXHIBIT A

Subject Lands

4455

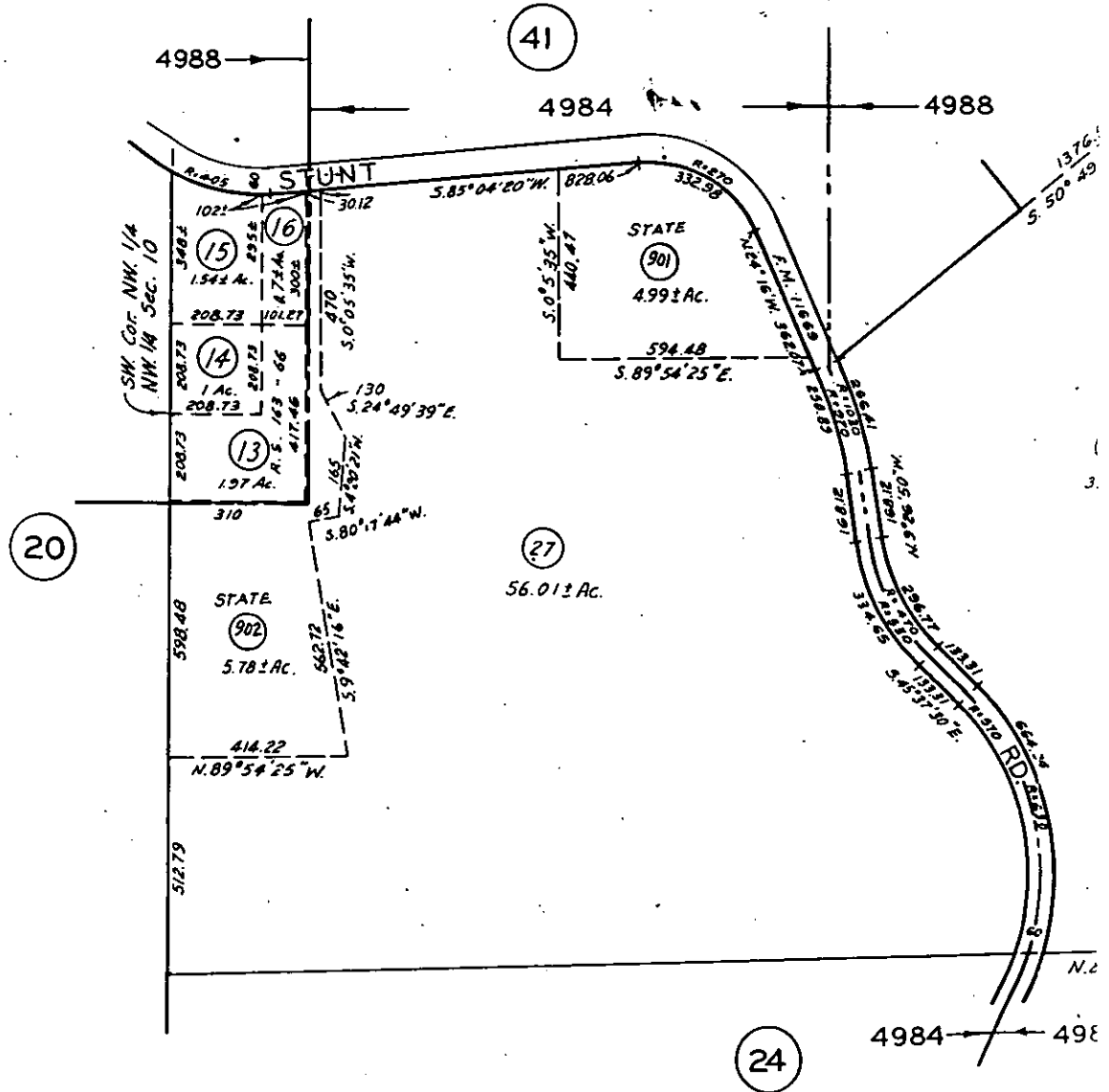
22

2000

SCALE 1" = 400'

24

00 1269318



CODE

4984  
4988

FOR PREV. ASSMT. SEE:  
4455 - 22

T. IS., R. 17W.

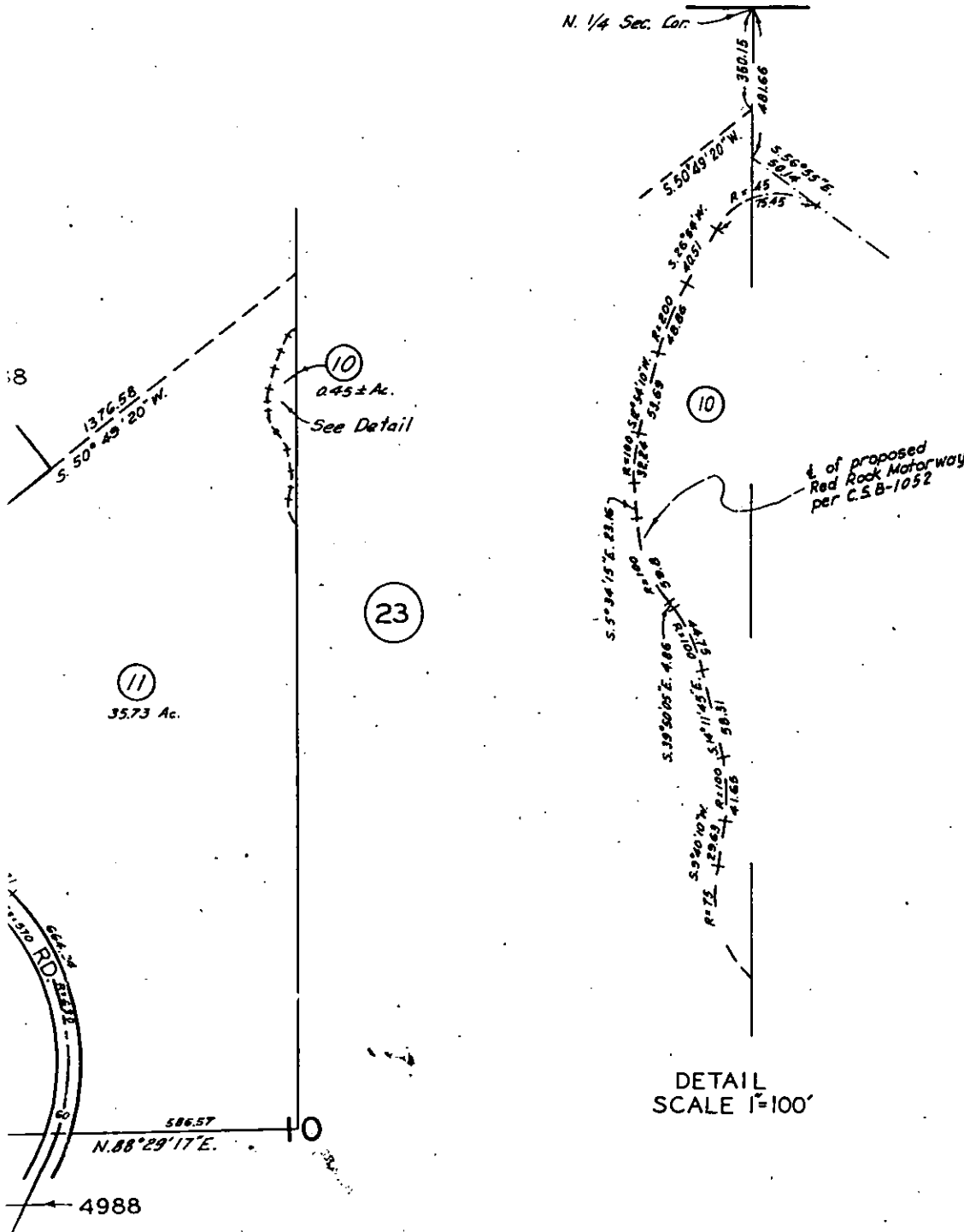


REVIS

6-11-65  
6-22-65  
10-26-65  
680822  
670802  
690128509  
690807002  
770329

91121902002001-02  
91121902002002-02  
1999112407002001-02

N. 1/4 Sec. Cor.



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# Property Detail Report

0000, CA

APN: 4455-022-029

Los Angeles County Data as of: 11/12/2020

## Owner Information

Owner Name: Mountains Restoration Trust  
Vesting: Trustee  
Mailing Address: 3815 Old Topanga Canyon Rd, Calabasas, CA 91302-1854  
Occupancy: Unknown

## Location Information

Legal Description: For Desc See Assessors Maps Por Of Nw 1/4 Of Sec 10 T1s R17w  
County: Los Angeles, CA  
APN: 4455-022-029  
Alternate APN:  
Munic / Twnshp: North /Calabasas Park  
Twnshp-Rng-Sec: 1S-17W-10  
Census Tract / Block:  
Subdivision:  
Tract #:  
Legal Lot / Block:  
Neighborhood: Santa Monica Mount...  
School District: Las Virgenes Unified School District  
Legal Book / Page:  
Elementary School: Chaparral Elementa...  
Middle School: Alice C. Stelle Mi...  
High School: Calabasas High Sch...  
Latitude: 34.09861  
Longitude: -118.6541

## Last Transfer / Conveyance - Current Owner

Transfer / Rec Date:  
Buyer Name:  
Price:  
Seller Name:  
Transfer Doc #:  
Deed Type:

## Last Market Sale

Sale / Rec Date:  
Multi / Split Sale:  
1st Mtg Amt / Type:  
2nd Mtg Amt / Type:  
Seller Name:  
Lender:  
Sale Price / Type:  
Price / Sq. Ft.:  
1st Mtg Rate / Type:  
2nd Mtg Rate / Type:  
Deed Type:  
New Construction:  
1st Mtg Doc #:  
Sale Doc #:  
N/A  
N/A  
Title Company:

## Prior Sale Information

Sale / Rec Date:  
1st Mtg Amt / Type:  
Prior Lender:  
Sale Price / Type:  
1st Mtg Rate / Type:  
Prior Deed Type:  
Prior Sale Doc #:  
N/A

## Property Characteristics


Gross Living Area:  
Living Area:  
Total Adj. Area:  
Above Grade:  
Basement Area:  
Style:  
Foundation:  
Quality:  
Condition:  
Total Rooms: 0  
Bedrooms:  
Baths (F / H):  
Pool:  
Fireplace:  
Cooling:  
Heating:  
Exterior Wall:  
Construction Type:  
Year Built / Eff:  
Stories:  
Parking Type:  
Garage #:  
Garage Area:  
Porch Type:  
Patio Type:  
Roof Type:  
Roof Material:

## Site Information

Land Use: Vacant -Residential Land  
State Use:  
County Use: 010V - Single Family  
Residence - Vacant Land  
Lot Area: 4,028,731 Sq. Ft.  
Lot Width / Depth:  
Usable Lot: 4028731  
Zoning: LCA11\*  
# of Buildings:  
Res / Comm Units:  
Site Influence:  
Flood Zone Code: A  
Community Name: Los Angeles County  
Acres: 92.487  
Flood Map #: 06037C1532G  
Flood Panel #: 1532G  
Water / Sewer Type:  
Flood Map Date: 12/21/2018  
Inside SFHA: True

## Tax Information

Assessed Year: 2020  
Tax Year: 2020  
Tax Area: 04-984  
Property Tax: \$278.01  
Exemption:  
Assessed Value: \$2,080  
Land Value: \$2,080  
Improvement Value:  
Improved %:  
Delinquent Year: 2019  
Market Total Value:  
Market Land Value:  
Market Imprv Value:  
Market Imprv %:

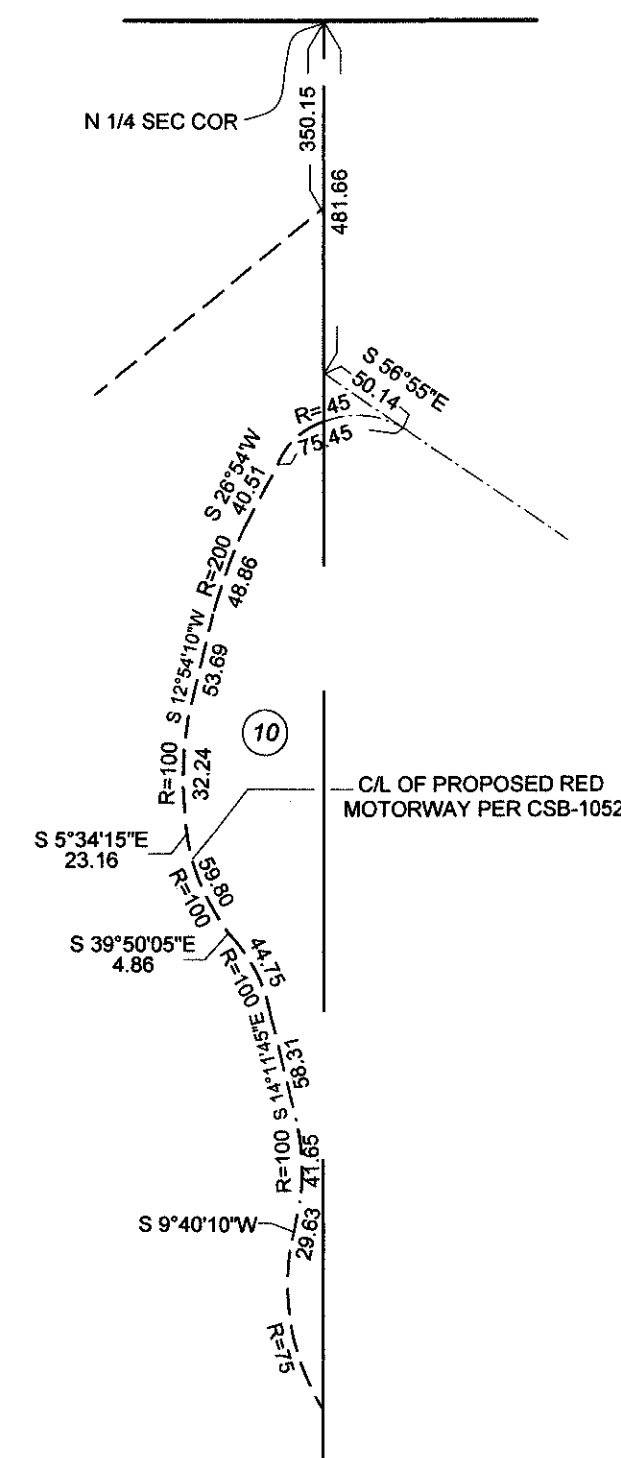
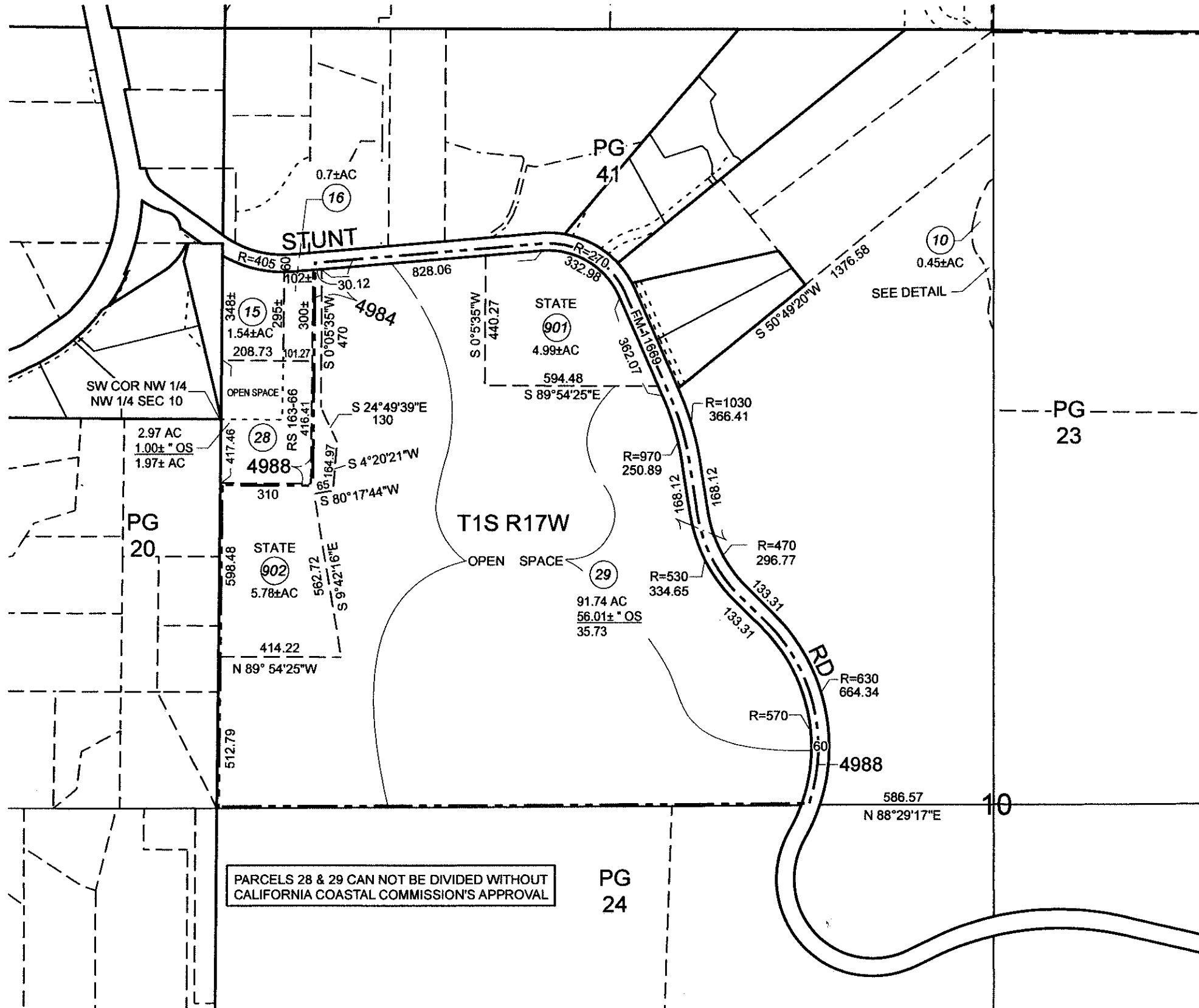
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2018



MAPPING AND GIS SERVICES SCALE 1" = 400'



DETAIL SCALE 1"=100'