

law offices of

JONATHAN S. HORNE**DRAFT**309
Santa
Monica
Boulevard

August 14, 1991

Suite
307David Saltman
Surfrider FoundationSanta
Monica
California
90401Re: Agreement to Acquire and Maintain
Public Parking Lot;
Escondido Beach, Malibu, California

Dear David:

As we discussed, this letter agreement sets forth the terms for the acquisition and maintenance of a small (five space) public parking lot upcoast from Escondido Beach. These are the salient terms of the agreement:

1. Site. The parking lot site is a parcel approximately 120 feet long and 25 feet wide situated approximately 200 yards upcoast from Escondido Creek on the landward side. The site is at the foot of the bluffs and adjacent to the entry road to the La Mer subdivision project. The site is generally flat and will require some degree of slope retention.

2. Title. The Surfrider Foundation ("Foundation") would agree to acquire and hold an easement in perpetuity over the Site. The cost for acquiring the easement will be paid by third parties and will involve no cost to the Foundation. The easement would be limited for use as a public parking facility.

3. Development. The Site would be developed with a five space public parking facility in accordance with applicable codes. The Site would include a small ingress and egress lane. Some slope retention improvements will be installed. Additional features are contemplated to include installation of signs, garbage cans and a method to secure the lot (e.g. a gate or chain). The cost for improving the Site will be paid by third parties and will involve no cost to the Foundation. The Foundation will cooperate in obtaining necessary permits and approvals for improving the Site.

4. Management. The Foundation would agree to operate and manage the parking facility. Management would include at least the following duties:

A. Posting a sign which informs the public of (i) the local telephone number of the Foundation, (ii)

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hours of operation of the parking lot (sunrise to sunset), directions to Escondido Beach (not across PCH), (iii) police and emergency services phone numbers, and (iv) funding acknowledgment of Coastal Conservancy and Coastal Commission.

B. Inspect the Site on a daily basis and open and close the gate according to the posted hours. Inspect the condition of the Site and take appropriate action to remedy any hazards.

C. Conduct general maintenance including trash pick-up and sweeping on an as-needed basis.

D. Keep records of all complaints and comments and how they were responded to and present this information to the Coastal Conservancy upon written request.

4. Parties. The parties to this agreement are the California Coastal Conservancy and the Surfrider Foundation. Agreement to the above terms and conditions is acknowledged by the signatures of authorized officers acting on behalf of each party.

Date: _____, 1991

SURFRIDER FOUNDATION

By: _____

Date: _____, 1991

CALIFORNIA COASTAL
CONSERVANCY

By: _____

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JONATHAN S. HORNE

FAX TRANSMITTAL

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TO: DAVID SALTMAN / BRENDA BUXTON
FAX NUMBER: 395-0477 415-464-0470

FROM: JS HORNE

DATE: 8/14

PAGES: 3

COMMENTS: DRAFT- Please call with your
comments.

JS

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