

EE copy

SETTLEMENT AGREEMENT

I.

PARTIES

This settlement agreement is made by and among the State Coastal Conservancy (hereinafter "Conservancy"), the Department of General Services (hereinafter "Department"), the Mountains Recreation and Conservation Authority (hereinafter "Authority"), Donahue Wildman (hereinafter "Wildman") and Frank Mancuso, Sr. (hereinafter "Mancuso") and Wildman and Mancuso's Related Entities¹

II.

EFFECTIVE DATE

The Effective Date of this Agreement is the date on which it is last executed by a party to this Agreement.

III.

DESCRIPTION OF DISPUTE

This Agreement is made with reference to the following facts:

1. The Conservancy is the holder of a recorded approximately 10 foot wide non-exclusive pedestrian easement which permits the public the right to pass and repass across the

1. For purposes of this Agreement, "Related Entities" shall be defined as Mancuso and Wildman's respective predecessors, successors, assignees, administrators, legal representatives, joint venturers, partners, agents, members, attorneys, officers, directors, employees, shareholders, affiliates, associates, parent entities, subsidiary entities (whether or not wholly owned), and their officers, directors, employees, shareholders and affiliates, and any other representative of Mancuso or Wildman.

real property located at 27910 and 27920 Pacific Coast Highway, Malibu, Los Angeles County, California from Pacific Coast Highway to the mean high tide line of the Pacific Ocean. (A copy of that recorded easement is attached hereto and incorporated by reference herein as Exhibit A, hereinafter the "Easement".)

2. Mancuso is the owner of the real property located at 27920 Pacific Coast Highway. A portion of the Mancuso property is burdened with the Easement.

3. Wildman is the owner of the real property located at 27910 Pacific Coast Highway. A portion of the Wildman property is burdened with the Easement. The Wildman and Mancuso properties are also burdened with a recorded offer to dedicate a portion of the property for public parking purposes. (A copy of that recorded offer to dedicate is attached hereto and incorporated by reference herein as Exhibit B, hereinafter the "Offer".)

4. Mancuso has filed a petition for writ of mandate (Los Angeles Superior Court No. BS 040197, hereinafter the "Action"). This action seeks a writ commanding the Conservancy to set aside a May 16, 1996 decision approving the expenditure of funds for a study of the cost of making the physical improvements necessary to allow the public to pass from Pacific Coast Highway along the Easement to the mean high tide line of the Pacific Ocean.

5. Mancuso alleges in the Action that the Conservancy in rendering this decision violated his due process rights, failed to adequately scope the study, violated statutory notice

requirements and the provisions of the California Environmental Quality Act (hereinafter "CEQA"). The Action also seeks to set aside a Conservancy decision approving the expenditure of funds for a 20 year property management agreement between the Conservancy and the Authority for management of the Easement on grounds the decision was improperly noticed and failed to properly comply with CEQA. Last, the Action alleges that the Conservancy and the Department failed to comply with Public Resources Code section 31107.1.

6. The Conservancy, the Authority and the Department deny that any of their actions described in paragraphs 4 and 5 supra violated Mancuso's due process rights, any statutory rights to notice or any provision of CEQA. The Conservancy and the Department, likewise, deny that they have in any way violated the provisions of Public Resources Code Section 31107.1.

7. On October 24, 1997, the Los Angeles County Superior Court entered a judgment denying Mancuso relief on all causes of action except the one alleging that the Conservancy and the Department failed to comply with Public Resources Code section 31107.1. The Conservancy and the Department have appealed this judgment.

8. Notwithstanding the existence of this dispute between the Conservancy, the Authority, the Department and Mancuso regarding the allegations in the Action, all parties ^{2/} to this

2. Wildman is not a party to the Action but is a necessary and proper party to implementing this Agreement.

Agreement wish to reach a full and final settlement of all matters, causes of action and claims which have been raised or which could have been raised, now or in the future, and which arise out of the facts set forth in paragraphs III.4 through 7 of this Agreement and nothing contained herein shall be construed as an admission of liability by any party nor of the validity of any claims or contentions which have been made or which could be have been made.

IV.

TERMS OF THE AGREEMENT

The parties to this Agreement, in consideration of the mutual covenants and agreements to be performed, as set forth below, agree as follows:

1. Settlement of the Action. Within ten (10) days of the execution of this Agreement, Mancuso shall provide the Conservancy with an executed satisfaction of judgment in the form attached as Exhibit C. Upon receipt of the Satisfaction of Judgment, the Conservancy and the Department shall file a dismissal of the Appeal in the Court of Appeal and the Satisfaction of Judgment in Los Angeles Superior Court.

2. Notice. From and after the Effective Date of this Agreement with respect to any proposed Conservancy action related to the development, enhancement, maintenance, restoration, or closing of public access on, over or across real property located between the first public road and the Pacific Ocean, the Conservancy shall give the owners of the subject real property

and the owners of record of real property located adjacent to the boundaries of the subject property ten (10) days direct mail notice of any meeting or action in which such matters will be considered by the Conservancy. In addition, such notice shall also be provided to the owners of record of the real property bordering the adjacent real properties. In addition, the Conservancy will give notice of any such proposed action to any individual or entity previously expressing any interest in access on, over or across the subject property. This obligation to provide notice shall survive the termination or consummation of this Agreement notwithstanding any other provision hereof.

3. Cost Analysis. Upon the Effective Date of this Agreement, the Conservancy shall complete an analysis (hereafter "Analysis") of the cost of constructing and maintaining the physical improvements (access and parking) necessary to allow the public to access and to move from Pacific Coast Highway to the mean high tide line on the Easement (hereafter "Improvements"). Mancuso and Wildman shall permit the Conservancy and its agents and consultants reasonable access to their properties during week day business hours upon 48 hours notice in order to facilitate timely completion of the Analysis under the terms and conditions described in the document attached hereto and incorporated by reference herein as Exhibit D. By June 30, 1998 or thirty (30) days after the completion of field work necessary to complete the Analysis on the Mancuso and Wildman properties whichever comes first, the Conservancy staff shall provide Mancuso and Wildman

with a progress report on the work that has been accomplished and the work which remains to be performed on the Analysis. That progress report shall be delivered to Mancuso and Wildman or their representatives at a meeting in the Conservancy's offices in which the Conservancy staff shall also provide any final objective results in its possession from the work on the Analysis. By September 30, 1998 or ten (10) days after their receipt of a final report from the Conservancy's consultants with respect to the Analysis, whichever comes first, the Conservancy staff shall provide Mancuso and Wildman with copies of that report.

4. Public Access Program Study. Upon the Effective Date of this Agreement, the Conservancy shall complete a feasibility study of a public access program for Malibu (hereafter "Access Program"). It is intended that the Access Program study will survey the entire range of public access opportunities in Malibu with a view towards the opening of beachfront properties currently owned by the public (such as Dan Blocker) and/or easements either owned by, offered to, or available to, the Conservancy and other public entities. Though it is acknowledged by Mancuso and Wildman that the Conservancy retains complete discretion in determining what access opportunities shall be included in the Access Program and the standards to be utilized in making that determination, the Conservancy acknowledges that Mancuso and Wildman believe that access opportunities should be selected for the Access Program

that have the potential to provide significant public benefit and can be pragmatically expected to be implemented given available resources. It is expressly understood by the parties, however, that the Conservancy may determine at the conclusion of the study that it is not feasible to open any easement or any of the publicly owned beachfront properties. The study shall take into account the fact, as more fully described below, that the sum of \$987,000.00 plus funds in the Black Tor Account and the California Coastal Commission's Malibu Access Account may be made available through the implementation of this Agreement towards accomplishment of the Access Program. The Conservancy shall provide Mancuso and Wildman with two progress reports concerning the access program feasibility study. One report shall be provided by May 31, 1998 and the other by September 30, 1998. The reports shall indicate what the Conservancy staff has accomplished during the proceeding period and what tasks remain to be accomplished. Those progress reports shall be delivered to Mancuso and Wildman or their representatives at a meeting in the Conservancy's offices in which the Conservancy staff shall also provide any final objective information in its possession from the work on the Access Program.

5. Materials to be Provided. No later than ten (10) days prior to a Conservancy meeting regarding the determinations described in paragraph 6 below, Wildman shall deliver to the Conservancy two complete and fully executed applications which the Conservancy shall be authorized to file with the California

Coastal Commission. Wildman shall be responsible for obtaining and providing to the California Coastal Commission any information which that agency reasonably requests in order to process the applications. The first application shall be to amend Coastal Development Permit No. 81-35 to delete the condition requiring the Offer and to record a withdrawal of the Offer. The second shall be to amend Coastal Development Permit No. 5-89-1197 ("Black Tor") to modify condition 1(b) to that permit to allow the Conservancy to apply the funds in the Black Tor account to the development and maintenance of public accessways in areas of Malibu apart from Escondido Beach. The Black Tor application shall be accompanied by a document which adequately demonstrates that Wildman has been given the right to seek the amendment on behalf of the beneficiaries of the Black Tor permit. The cost of submitting these permits to the California Coastal Commission shall be borne by Wildman and a check payable to the California Coastal Commission in the amount of the fees required by the Commission for processing these applications shall be given to the Conservancy at the time these applications are provided to the Conservancy.

6. Access Program Feasibility and Public Resources

Code Section 31404 Determination. No sooner than January 7, 1999 and no later than January 31, 1999, the Conservancy shall by formal resolution determine whether the Access Program is feasible. No later than thirty (30) days before the meeting at which the Conservancy is to make this determination, the

Conservancy staff shall provide Mancuso and Wildman with its draft staff report, proposed action items and proposed findings regarding the Access Program. If made in writing and received by the Conservancy no later than fifteen (15) days prior to the Conservancy's scheduled meeting, Mancuso shall be entitled to request and receive one thirty (30) day continuance of the meeting at which the Conservancy is to make this determination; provided, however, that if Mancuso requests such a continuance, the Conservancy shall also continue the meeting on the Public Resources Code Section 31404 action described below as well. If the Conservancy determines that the Access Program is not feasible, this Agreement shall be terminated automatically and the parties shall have no further obligations under this Agreement, except as expressly provided herein.

If the Conservancy determines that the Access Program is feasible, it shall determine, pursuant to Public Resources Code section 31404, whether the benefits of public use of the Easement are currently outweighed by the cost of constructing and maintaining the Improvements to the Easement. Except as provided below, no sooner than January 7, 1999 and no later than January 31, 1999, the Conservancy, pursuant to Public Resources Code Section 31404, shall by formal resolution determine whether the costs of constructing and maintaining the Improvements to the Easement are currently outweighed by the public benefits of use of the Easement. No later than thirty (30) days before the meeting at which the Conservancy is to make this determination,

the Conservancy staff shall provide Mancuso and Wildman with its draft staff report and proposed findings regarding this determination. If made in writing and received by the Conservancy no later than fifteen (15) days prior to the Conservancy's scheduled meeting, Mancuso shall be entitled to request and receive one 30 day continuance of the meeting at which the Conservancy is to make this determination; provided, however, that if a continuance of this meeting is requested by Mancuso, the Conservancy shall also continue the meeting regarding the Access Program determination. If the Conservancy finds that the benefits of public use of the Easement currently outweigh the cost of constructing and maintaining the Improvements, this Agreement shall be terminated automatically and no party shall have any further obligations under this Agreement, except as expressly provided herein.

7. Access Program. If the Conservancy finds by formal resolution that the Access Program is feasible and that the benefits of public use of the Easement do not currently outweigh the cost of constructing and maintaining the Improvements, then no later than January 31, 1999, the Conservancy shall approve the initiation of a Conservancy project proposal to implement the Access Program, and in connection therewith shall direct the Conservancy staff to conduct, at its sole cost and expense, the analysis required by the California Environmental Quality Act

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("CEQA") prior to the Conservancy's consideration of the approval or disapproval of the Access Program as an authorized course of action.

The Conservancy shall schedule a meeting to consider the CEQA analysis and approve or disapprove of the Access Program as an authorized course of action no later than January 31, 2000. If prior to January 31, 2000, the Conservancy determines by formal resolution to approve the Access Program as an authorized course of action, the parties shall complete the actions described in paragraph IV.8 hereof. If the Conservancy does not approve the Access Program prior to January 31, 2000, this Agreement shall be terminated automatically and the parties shall have no further obligations under this Agreement, except as expressly provided herein.

8. Implementing Actions.

a. If the Conservancy approves the Access Program as an authorized course of action prior to January 31, 2000, in accordance with paragraph IV.7 hereof, Mancuso and Wildman shall open, within ten (10) days of the Conservancy's determination, escrow by deposition with First American Title Company ("Escrow Agent") the sum of \$987,000.00 to an interest bearing account, along with copies of escrow instructions which are mutually executed by Mancuso, Wildman, the Escrow Agent and the Conservancy. Such escrow instructions shall be consistent with the terms of this Agreement, shall provide that the cost of any title insurance policy or policies shall be borne by Mancuso and

Wildman and that escrow and recording fees shall be borne equally by Mancuso and Wildman, on the one hand, and by the Conservancy on the other. These instructions shall also assure that the terms of paragraphs IV.8.a, IV.8.d, VII.1 and V.II.2 are duly implemented by the Escrow Agent and Mancuso, Wildman and the Conservancy. In the event Mancuso and Wildman fail to open escrow as required by the terms of this paragraph, the time for any party to perform a subsequent obligation under this Agreement shall be stayed until Mancuso and Wildman actually performs said obligation; provided, however, that if Mancuso and Wildman fail to open escrow by June 30, 2000, this Agreement shall be terminated automatically, without any party being deemed in breach, and the Parties shall have no further obligations under this Agreement except as expressly provided herein. The escrow shall secure Mancuso and Wildman's agreement to pay the sum of \$987,000.00 in exchange for the Conservancy's relinquishment of the Easement in accordance with the terms and conditions of this Agreement.

The Escrow Agent shall close the escrow at the earliest date when and only when it is unconditionally prepared to issue ALTA policies of title insurance to Mancuso and Wildman or supplements or endorsements to existing policies (if requested by Mancuso or Wildman) insuring their respective ownerships free and clear of the Easement and the Offer but not sooner than one hundred twenty (120) days after the Department's approval of the relinquishment of the Easement as provided in subparagraph (c) of this paragraph.

below, except in the event of litigation as described in Paragraph VII.2 of this Agreement.

The Escrow Agent shall close the escrow (the "Close of Escrow") by:

- (1) paying the sum of principal and accrued interest in the escrow account to the Conservancy or its designated assignee;
- (2) recording executed quitclaim deeds conveying to Mancuso and Wildman, as the case may be, the Conservancy's entire interest in the Easement burdening their respective properties in the form attached hereto as Exhibits E and F; and
- (3) recording an instrument(s) revoking the Offer.

Except as specifically provided in Paragraph VII.2 of this Agreement, in the event that the Close of Escrow does not occur on or before December 31, 2000, the escrow and this Agreement shall be terminated automatically and the principal and accrued interest in the escrow account shall be disbursed to Mancuso and Wildman. In such event, any instruments in escrow shall be returned to the Conservancy, and the parties shall have no further obligations under this Agreement, except as expressly provided herein.

b. Within ten (10) days of the opening of the escrow described in subparagraph (a) above, the Conservancy shall submit

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to the California Coastal Commission an application for approval of the following:

- i. Relinquishment of the Easement;
- ii. Transfer of the balance of the Black Tor Account (established by Coastal Development Permit No. 5-89-1197) into an endowment account to be used by the Conservancy to implement the above described Access Program.
- iii. Transfer of \$82,000.00 in the Coastal Commission's Malibu Access Account into the endowment account to be used by the Conservancy to implement the above described Access Program.

In addition, the Conservancy shall submit the applications described in paragraph IV.5 of this Agreement to the California Coastal Commission.

c. Within ten (10) days of the opening of escrow described in subparagraph (a) above, the Conservancy shall submit to the Director of General Services a request for approval to relinquish the Easement. The Department, however, shall not act on the Conservancy's request if the California Coastal Commission has not approved the applications described in subparagraph (b).

d. If by June 30, 2000, the California Coastal Commission has not approved the applications described in subparagraph (b) without the requirement of further consideration by Mancuso or Wildman in a manner which allows the Close of Escrow to occur on

or before December 31, 2000, or the Department has not approved relinquishment of the Easement within sixty (60) days of a Commission decision approving relinquishment of the Easement, then except as otherwise provided in subparagraph (a) of this paragraph, escrow shall be terminated and the principal and interest in the escrow account shall be disbursed to Mancuso and Wildman and any quitclaim deeds shall be returned to the Conservancy. In addition, this Agreement shall be terminated automatically and the parties shall have no further obligations under this Agreement except as expressly provided herein.

9. It is acknowledged and agreed by the parties that paragraph IV.8 refers to certain decisions and actions of the Conservancy by specific dates and refers to decisions and actions of the California Coastal Commission and the Department. It is further acknowledged and agreed by the parties that notwithstanding the Conservancy's obligation under this Agreement to make a decision by a specific date, nothing in this Agreement compels the Conservancy, the Commission or the Department to make a decision in any particular way and that each such decision constitutes an exercise of the independent discretion of the Conservancy, the Commission and the Department under the laws of the State of California.

V.

MUTUAL RELEASE

1. The parties agree that, upon the filing of the satisfaction of judgment in the Action, all claims and causes of

action of any nature whatsoever whether known, unknown, suspected or unsuspected, contingent or fixed arising out of the alleged notice, CEQA, and Public Resources Code Section 31107.1 violations specifically alleged in the Action shall be released, relieved and discharged.

VI.

REPRESENTATIONS AND WARRANTIES

1. Independent Legal Advice. Each of the parties represents, warrants and agrees that it has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement.

2. No Other Representation. Each of the parties represents, warrants and agrees that in executing this Agreement it has relied solely on the statements expressly set forth herein. Each of the parties further represents, warrants and agrees that in executing this Agreement it has placed no reliance whatsoever on any statement, representation or promise of any other party or any other person or entity not expressly set forth herein or upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of anything whatsoever. The parties have included this clause: (i) to preclude any claim that any party was in any way fraudulently induced to execute this Agreement and (ii) to preclude the introduction of parol evidence to vary, interpret, supplement or contradict the terms of this Agreement.

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3. Factual Investigation. Each of the parties represents, warrants and agrees that it has made such investigation of the facts that in any way relate to or arise out of or are connected in any way with the matters or events which were specifically alleged in the Action as it deemed necessary or desirable.

4. No Assignment. Each of the parties represents and warrants that there has been no assignment, transfer, or subrogation of any interest in any claims or causes of action which are the subject matter hereto and which are released by that party pursuant to this Agreement. The parties agree to indemnify and hold each other harmless from any liabilities, losses, claims, demands, costs and expenses (including, but not limited to, attorney fees) incurred by them as a result of any person or entity, including, but not limited to, underwriters and insurance carriers asserting such assignment, transfer or subrogation.

5. Authority. Each of the parties represents, warrants and agrees that it has the full right and authority to enter into this Agreement, and that the person executing this Agreement on its behalf has the full right and authority to fully commit and bind such party. The Conservancy represents, warrants and agrees that it has been advised by the California Coastal Commission staff that upon receipt of the approvals from the California Coastal Commission and the Department described in this Agreement, no other consents or authorizations are required from any other executive branch government agency to relinquish the

Easement to Mancuso and Wildman. These representations and warranties shall survive the close of escrow or termination of this Agreement.

VII.

GENERAL

1. Termination of Agreement. At any time after June 30, 1998, but no later than five (5) days prior to the Conservancy meeting described in Paragraph IV.6 of this Agreement, either Mancuso or Wildman may terminate this Agreement at his sole discretion, with or without cause, if written notice of that decision to terminate is in the Conservancy's possession no later than five (5) days prior to the Conservancy meeting described in Paragraph IV.6 of this Agreement. Should either Mancuso or Wildman choose to exercise this limited right to terminate, the parties shall have no further obligations under this Agreement except as expressly provided herein.

It is expressly understood by the parties that in the event this Agreement is terminated, the Conservancy need not make any finding or take any action contemplated by this Agreement except to perform the notice obligations provided in paragraph IV.2 (which obligations shall continue notwithstanding the termination or consummation of this Agreement). Should either Mancuso or Wildman choose to exercise the above described limited right to terminate this Agreement and the Conservancy elects to proceed with the determinations described in Paragraphs IV.6 and IV.7 of

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this Agreement, the Conservancy shall not conduct a meeting with respect to either determination before May 1, 1999.

2. Effect of Litigation.

a. Extension of Escrow. In the event that a lawsuit is filed in a court of competent jurisdiction challenging any or all of the California Coastal Commission decisions described in subparagraph (b) below or the decision of the Department described in subparagraph (c) below, escrow shall be extended until the earlier of: (i) a final non-appealable judgment by a court of competent jurisdiction determining that the California Coastal Commission decisions described in subparagraph (b) below are upheld and that the decision of the Department described in subparagraph (c) below is upheld, in which case the escrow shall be closed as described above; or (ii) a final non-appealable judgment by a court of competent jurisdiction determining that any or all of the California Coastal Commission decisions described in subparagraph (b) below or the Department's decision described in subparagraph (c) below are not upheld, in which case the escrow shall be automatically terminated and the principal and accrued interest in the escrow account shall be disbursed to Mancuso and Wildman, and any quitclaim deeds shall be returned to the Conservancy, whereupon this Agreement shall be terminated and the parties shall have no further obligations hereunder, except as expressly provided herein.

Notwithstanding the foregoing, should escrow fail to close for any reason by December 31, 2005, Mancuso or Wildman shall

have the right at his sole discretion, with or without cause, to terminate this Agreement and the escrow by a writing addressed to the Conservancy, the Department and the Escrow Agent. In the event of such a termination, any sums in the escrow account plus accumulated interest shall be returned to Mancuso and Wildman and the quitclaim deeds and other recorded instruments regarding the Easement shall be returned to the Conservancy.

b. Stay of Obligations. In addition, should litigation commence prior to the opening of escrow and that litigation result in an order or judgment from a court of competent jurisdiction which precludes a party from performing an obligation under this Agreement, the duty to perform that obligation shall be stayed while said order is in effect. Notwithstanding the foregoing, however, if the relinquishment of the Easement to Mancuso and Wildman fails to occur for any reason by December 31, 2005, Mancuso and Wildman shall have the right in their sole discretion to terminate this Agreement and, if it has been opened, the escrow, by a writing addressed to the Conservancy, the Department and the Escrow Agent. In the event of such a termination, any sums in the escrow account plus accumulated interest shall be returned to Mancuso and Wildman and the quitclaim deeds and other recorded instruments regarding the Easement shall be returned to the Conservancy.

3. Payment of Litigation and Administrative Costs. The parties agree that each of the parties will bear all of their own fees (including, but not limited to attorney fees) and costs in

connection with the Action and with the drafting, execution and implementation of this Agreement.

4. No Admissions. The parties agree and acknowledge that this Agreement represents a settlement of disputed claims and causes of action and that nothing in this Agreement constitutes or shall be construed as an admission of any facts in connection with any claims or causes of action or admission or acknowledgment of the existence of any liability or claim or wrongdoing on the part of any party.

5. Full Integration. This Agreement is the final written expression and the complete and exclusive statement of all of the agreements, conditions, promises representations and covenants between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, negotiations, representations, understanding and discussions between and among the parties, their respective representatives and any other person or entity with respect to the subject matter covered herein. Any amendment to this Agreement must be in writing and must specifically refer to this Agreement and must be signed by duly authorized representatives of each of the parties.

6. Survival of Warranties. All representations and warranties contained in this Agreement shall survive its execution, effectiveness and delivery. It is expressly understood and agreed by the parties that none of the releases set forth herein are intended to or do release any claims or rights arising out of this Agreement or the breach of it.

7. Benefits, Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of each of the parties and each of their respective heirs, beneficiaries, successors and assigns and each of them.

8. Attorney Fees. In any action brought under or pursuant to any of the terms and conditions of this Agreement, the prevailing party in any such proceeding shall be entitled, in addition to any other relief awarded by the Court, to its reasonable costs and expenses, including its reasonable attorney fees incurred in any such action.

9. Forum Selection. Any and all disputes between the parties which may arise pursuant to this Agreement will be heard and determined before a state court located in Los Angeles County, California.

10. California Law Governs. This Agreement shall be construed and enforced in accordance with and governed by the internal, substantive laws of the State of California.

11. No Presumption From Drafting. Given that all parties have had the opportunity to draft, review and edit the language of this Agreement, no presumption for or against any party arising out of drafting all or any part of this Agreement will be applied in any action relating to, connected with or involving this Agreement and each of the parties will be deemed to have participated equally in the drafting of every provision of this Agreement.

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12. Notices. All notices under this Agreement will be in writing and will be delivered by personal service or certified mail to such address as may be designated from time to time by the relevant party and which will initially be as set forth below. Any notice sent by certified mail will be deemed to have been given on the fifth day after the date on which it is mailed. All notices given by personal service will be deemed given when received. Notices will be addressed as follows:

a. If to Mancuso:

Mr. Frank Mancuso
c/o Allan J. Abshez, Esq.
Irell & Manella
1800 Avenue of the Stars, Suite 900
Los Angeles, California 90067

b. If to Wildman

Mr. Donahue Wildman
c/o Jonathan Horne
1158 26th Street, Suite 535
Santa Monica, California 90403

c. If to the Conservancy, the Authority or the Department:

State Coastal Conservancy
1330 Broadway, 11th Floor
Oakland, California 94612-2530

and

Peter H. Kaufman
Supervising Deputy Attorney General
P.O. Box 85266
San Diego, California 92186-5266

13. Severability. With the exception of the release provisions of this Agreement, if any other provisions of this Agreement are found to be unlawful, void or for any other reason unenforceable, such provisions shall be deemed severable from and

shall in no way affect the validity or enforceability of, the remaining provisions of this Agreement.

14. Headings. The headings to the paragraphs of this Agreement will not be deemed a part hereof or affect the construction or interpretation of the provisions hereof.

15. Counterparts. This Agreement may be executed in any number of counterparts by the parties and when each party has signed and delivered at least one such counterpart to the other party, each counterpart shall be deemed an original and taken together shall constitute one and the same Agreement that shall be binding and effective as to all of the parties.

16. Obligation for Return of Easement and Reimbursement.
In the event the Easement has been reconveyed to Mancuso and Wildman but it is subsequently determined by a court of competent jurisdiction in a final non-appealable judgment that the reconveyance is invalid, Mancuso and Wildman shall take whatever actions are necessary to restore the Easement to the Conservancy and the Conservancy take whatever actions are necessary to return any sums received from Mancuso and Wildman plus any interest earned on those sums from the date they were received by the Conservancy to Mancuso and Wildman.

17. No Joint Venture or Partnership. No actions or obligations hereunder shall be deemed to create a partnership or joint venture between any of the parties hereto. In addition, all actions, findings and applications made by any public agency

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pursuant to this Agreement are done or made in the exercise of the independent discretion and judgment of such agency.

18. Time of Performance of Obligations. Time is of the essence in this Agreement.

19. Further Assurances. Each of the parties agrees that it shall cooperate and take such additional steps and shall execute such additional instruments and documents as are reasonably necessary to effectuate this Agreement.

IN WITNESS WHEREOF, the parties hereto have approved and executed this Agreement on the dates set forth opposite their respective signatures.

EXECUTED by the parties as follows:

June 24
1998

MANCUSO
FRANK MANCUSO, SR.
By: *[Signature]*
Frank Mancuso, Sr.

7/16/1998

CONSERVANCY
STATE COASTAL CONSERVANCY
By: *William Ahearn*
William Ahearn

1998

DEPARTMENT
DEPARTMENT OF GENERAL SERVICES
By:

1998
July 1
1998

THE MOUNTAINS RECREATION AND
CONSERVATION AUTHORITY
By: Joseph Edmiston
Donahue WILDMAN
By: *Donahue Wildman*
Donahue Wildman

EXHIBITS

Exhibit A	Easement Description
Exhibit B	Offer to Dedicate
Exhibit C	Satisfaction of Judgment
Exhibit D	Terms of Access to Mancuso and Wildman Properties
Exhibit E	Mancuso Quitclaim Deed
Exhibit F	Wildman Quitclaim Deed

EXHIBITS

Exhibit A	Easement Description
Exhibit B	Offer to Dedicate
Exhibit C	Satisfaction of Judgment
Exhibit D	Terms of Access to Mancuso and Wildman Properties
Exhibit E	Mancuso Quitclaim Deed
Exhibit F	Wildman Quitclaim Deed

EXHIBIT A

83-108579

81-57943

1 Return Original To and
2 Recording Requested By:

STATE COASTAL CONSERVANCY
1330 BROADWAY, SUITE 1100
OAKLAND, CA 94612

RECORDED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
21 MIN. 4 P.M. DEC 23 1981

FREE C

FREE L

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4
5
6 IRREVOCABLE OFFER TO DEDICATE

7 I. WHEREAS, Dr. Roger S. Wolk, Kenneth R. Chiate, Jeanette Chiate, Marilyn
8 S. Wolk are the record owners, hereinafter referred to as "owners," of the
9 real property located at 27900 Pacific Coast Highway, Malibu, Los Angeles
10 County, California, legally described as particularly set forth in attached
11 Exhibit A hereby incorporated by reference and hereinafter referred to as the
12 "subject property"; and

13 II. WHEREAS, the California Coastal Commission, hereinafter referred to
14 as "the Commission," is acting on behalf of the People of the State of
15 California; and

16 III. WHEREAS, the People of the State of California have a legal interest
17 in the lands seaward of the mean high tide line; and

18 IV. WHEREAS, pursuant to the California Coastal Act of 1976, the owners
19 applied to the Commission for a coastal development permit for subdivision of
20 a 5.3-acre parcel into two parcels of 2.6 and 2.7 acres each on the subject
21 property; and

22 V. WHEREAS, a coastal development permit no. PE-80-2707 was granted on
23 April 9, 1980, and amended by 5-81-44(A1) on July 22, 1981, by the Commission
24 in accordance with the provisions of the Staff Recommendation and Findings
25 shown in attached Exhibit B and hereby incorporated by reference, subject to
26 the following condition:

27 //

RECORDED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
31 MIN. 9 A.M. JAN 26 1983

This document is being recorded to add a previously-omitted acknowledgment by notary public.

1 Return Original To and
Recording Requested By:
STATE COASTAL COMMISSION
1330 BROADWAY, SUITE 1100
OAKLAND, 94612
CA

82-108530
RECORDED IN OFFICIAL RECORDS
RECORDERS OFFICE
LOS ANGELES COUNTY
CALIFORNIA
17 MIN. 4 PAST. FEB 6 1982

5
6 IRREVOCABLE OFFER TO DEDICATE

FREE C
12

FREE C

7 I. WHEREAS, Dr. Roger S. Wolk, Kenneth R. Chiate, Jeanette Chiate,
8 Marilyn S. Wolk are the record owners, hereinafter referred to as "owners,"
9 of the real property located at 27900 Pacific Coast Highway, Malibu,
10 Los Angeles County, California, legally described as particularly set forth
11 in attached Exhibit A hereby incorporated by reference and hereinafter
12 referred to as the "subject property"; and

13 II. WHEREAS, the California Coastal Commission, hereinafter referred to
14 as "the Commission," is acting on behalf of the People of the State of
15 California; and

16 III. WHEREAS, the People of the State of California have a legal interest
17 in the lands seaward of the mean high tide line; and

18 IV. WHEREAS, pursuant to the California Coastal Act of 1976, the owners
19 applied to the Commission for a coastal development permit for construction
20 of a two-story, 6,800 -sq. ft. single-family residence with three-car garage,
21 two-car carport, swimming pool, and tennis court on the subject property; and

22 V. WHEREAS, a coastal development permit no. 5-81-35 was granted on
23 July 22, 1981, by the Commission in accordance with the provisions of the
24 Staff Recommendation and Findings shown in Exhibit B attached hereto and
25 hereby incorporated by reference, subject to the following conditions:

26 //
27 //

This document is being rerecorded to add a previously omitted acknowledgment by notary public.

COURT PAPER
STATE OF CALIFORNIA
SFS. 113 REV. 8-72

RECORDED IN OFFICIAL RECORDS
RECORDERS OFFICE
LOS ANGELES COUNTY
CALIFORNIA
31 MIN. 9 PAST. 9 A.M. JAN 26 1983

RECEIVED
FEB 8 1982
CALIFORNIA
COASTAL COMMISSION

1 Prior to issuance of the permit, the applicant shall execute and record
 2 a document in a form and content approved by the Executive Director of the
 3 Commission irrevocably offering to dedicate an easement to be used for public
 4 parking to a public agency or private association acceptable to the Executive
 5 Director. The easement shall be 25 ft. wide and located adjacent to and
 6 parallel to the existing right-of-way within the area designated as "FUTURE
 7 STREET" on recorded parcel map "7543. The offer or the accepted easement
 8 shall be extinguished when construction of the street commences. The offer
 9 shall run for a period of 21 years from the date of recordation and shall
 10 be prior to all liens except tax liens and all encumbrances the Executive
 11 Director determines may affect the interest being conveyed.

12 VI. WHEREAS, the subject property is a parcel located between the first
 13 public road and the shoreline; and

14 VII. WHEREAS, under the policies of Sections 30210 through 30212 of
 15 the California Coastal Act of 1976, public access to the shoreline and along
 16 the coast is to be maximized, and in all new development projects located
 17 between the first public road and the shoreline shall be provided; and

18 VIII. WHEREAS, under the policy of Section 30223 of the California
 19 Coastal Act of 1976 upland areas necessary to support recreational uses
 20 shall be reserved for such uses where feasible.

21 IX. WHEREAS, the Commission found that but for the imposition of the
 22 above condition, the proposed development could not be found consistent with
 23 the public access policies of Section 30210 through 30212 and Section 30233
 24 of the California Coastal Act of 1976 and that therefore in the absence of such
 25 a condition, a permit could not have been granted;

26 //
 27 //

~~82- 11159~~

83- 108580

1 NOW, THEREFORE, in consideration of the granting of permit no. 5-81-35
 2 to the owners by the Commission, the owners hereby offer to dedicate to the
 3 People of California an easement for the purposes of public parking located
 4 on the subject property adjacent to and parallel to the existing highway
 5 and within the same area previously offered for dedication for future
 6 highway use and as specifically set forth by attached Exhibit C hereby
 7 incorporated by reference. The parking space is offered subject to the owners'
 8 right to subsequently locate reasonable access and egress to the subject
 9 property.

10 With the offering of this easement and the easements for vertical and
 11 lateral access as offered in Documents 80-1161953 and 80-1161952 recorded
 12 on November 18, 1980, in the County of Los Angeles, reasonable beach access
 13 shall be deemed to have been provided so that no further conditions regarding
 14 parking, access, or improvements thereon shall be imposed in connection with
 15 further improvements to the subject property as set forth in Exhibit A.

16 This offer of dedication shall be irrevocable for a period of twenty-one
 17 (21) years, measured forward from the date of recordation, and shall be
 18 binding upon the owners, their heirs, assigns, or successors in interest
 19 to the subject property described above. The People of the State of California
 20 shall accept this offer through the County of Los Angeles, the local government
 21 in whose jurisdiction the subject property lies, or through a public agency or
 22 a private association acceptable to the Executive Director of the Commission
 23 or its successor in interest. The easement shall not be improved, opened
 24 for public use, or posted until such time as it is accepted by the public
 25 agency or private association. The offer or accepted easement shall be
 26 extinguished when construction of the "FUTURE STREET" commences.

27 //

1 Acceptance of the offer is subject to a covenant which runs with the land
 2 providing that the offeree to accept the easement may not abandon it but
 3 must instead offer the easement to other public agencies or private association
 4 acceptable to the Executive Director of the Commission for the duration of
 5 the term of the original offer to dedicate. The grant of easement once made
 6 shall run with the land and shall be binding on the owners, their heirs, and
 7 assigns.

8 Executed on this 11 day of December, 1981, in the
 9 City of Los Angeles, County of Los Angeles, Cal

10 Signed: Kenneth R. Christie Dated: 12/11/81
 11 Kenneth R. Christie
 12 Type or Print Name of Above

Signed: Ray S. Walk by Kenneth R. Christie, attorney
 Type or Print Name of Above

13 Signed: Manuel S. Walk Type or Print Name of Above
 14 by Kenneth R. Christie, attorney
 15 Type or Print Name of Above Signed: Jeanette Christie by
 16 Kenneth R. Christie, attorney in fact
 Type or Print Name of Above

17 STATE OF CALIFORNIA
 18 COUNTY OF

19 On _____, before the undersigned, a
 20 Notary Public in and for said State, personally appeared _____
 21 _____

22 whose names are subscribed to the within instrument, and acknowledge that they
 23 executed the same.

Notary Public in and for said County and State

TO 444 C
(Attorney in Fact)

STATE OF CALIFORNIA

COUNTY OF Los Angeles } SS.

~~82- 11159~~ 83- 108580

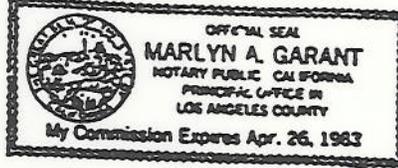
TI

STAPLE HERE

On December 11, 1981 before me, the undersigned, a Notary Public in and for said State, personally appeared Kenneth R. Christie known to me to be the person — whose name — subscribed to the within instrument, as the Attorney — in fact of Jacqueline Christie and acknowledged to me that he subscribed the name — of Kenneth R. Christie thereto as principal — and his own name — as Attorney — in fact.

WITNESS my hand and official seal.

Signature Marlyn A. Garant
MARLYN A. GARANT
Name (Typed or Printed)



TO 444 C
(Attorney in Fact)

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES } SS.

~~82- 11159~~ 83-108590

TI

STAPLE HERE

On December 11, 1981 before me, the undersigned, a Notary Public in and for said State, personally appeared Kenneth R. Christie known to me to be the person — whose name — subscribed to the within instrument, as the Attorney — in fact of Roger S. Walk and Marlyn S. Walk and acknowledged to me that he subscribed the name — of Marlyn S. Walk thereto as principal — and his own name — as Attorney — in fact.

WITNESS my hand and official seal.

Signature Marlyn A. Garant
MARLYN A. GARANT
Name (Typed or Printed)



TO 1044 CA (10-74)
(Individual)

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } SS.

~~82- 11159~~

TITLE INSURANCE AND TRUST
A TRIST COMPANY

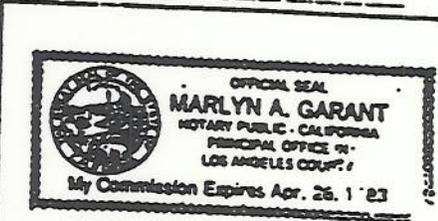
STAPLE HERE

On December 11, 1981 before me, the undersigned, a Notary Public in and for said State, personally appeared Kenneth R. Christie

known to me to be the person — whose name — is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

Signature Marlyn A. Garant



83- 108580

(This area for official notarial seal)

1 This is to certify that the offer of dedication set forth above dated
 2 Dec 11, 19 81, and signed by Kenneth R. Chiate for
 3 himself, Dr. Rogers Wolk,
 4 Marilyn S. Wolk & owner(s), is hereby acknowledged by the
 5 Jeanette Chiate
 6 undersigned officer on behalf of the California Coastal Commission pursuant
 7 to authority conferred by the California Coastal Commission when it granted
 8 Coastal Development Permit No. 5-81-35 on July 22, 1981 and the
 9 California Coastal Commission consents to recordation thereof by its duly
 10 authorized officer.

11 Dated: December 18, 1981

12 Cynthia K Long
 13 CYNTHIA K LONG LEGAL COUNSEL
 14 California Coastal Commission

15 STATE OF CALIFORNIA
 16 COUNTY OF SAN FRANCISCO

17 on December 18, 1981, before the undersigned, a Notary Public in
 18 and for said State, personally appeared Cynthia K. Long
 19 Legal Counsel known to me to be the authorized representative
 20 of the California Coastal Commission and known to me to be the person who
 21 executed the within instrument on behalf of said Commission, and acknowledged
 22 to me that such Commission executed the same.

23 Witness my hand and official seal.

24 Fay Thomas
 25 Notary Public in and for said County and
 26 State

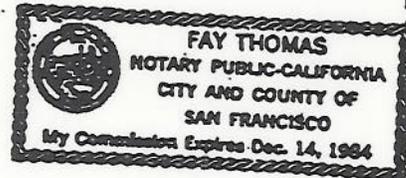


EXHIBIT A

County of Los Angeles, State of California,

Parcel 2 of Parcel Map No. 7543 as per map thereof filed
in Book 135 Pages 58 and 59 of Parcel Maps, in the Office
of the County Recorder of Said County.

~~82- 11159~~

83- 108580

EXHIBIT A

California Coastal Commission
SOUTH COAST DISTRICT
666 E. Ocean Blvd., Suite 3107
P.O. Box 1450
Long Beach, CA 90801
(213)590-5071

Filing Date 5-5-81
49th Day 6-23-81
Staff Report 8-6-81
Hearing Date 8/19/81
Staff Analyst Dixie Nowell

STAFF REPORT: CONSENT CALENDAR

PROJECT DESCRIPTION

APPLICANT: Kenneth Chiata and Roger Wol' AGENT: Cahill-Leese Architects

PERMIT NO.: 5-81-35

PROJECT LOCATION: 27900 Pacific Coast Hwy., Malibu, CA

PROJECT DESCRIPTION: Construction of a 2-story, 5-bedroom 6800 sq. ft. SFD with attached 3-car garage, 2-car carport, swimming pool and tennis court.

LOT AREA 2.7 acres ZONING R-1 20,000
BLDG. COVERAGE 6800 sq. ft. PLAN DESIGNATION G.P.
PAVEMENT COVERAGE 5500 sq. ft. G.P., LUP draft, LUP adopt, LUP cert., LCP
PROJECT DENSITY n/a
LANDSCAPE COVERAGE n/a HEIGHT ABV. FIN. GRADE 30'

LOCAL APPROVALS RECEIVED: Approval in Concept/ L.A. County

SUBSTANTIVE FILE DOCUMENTS

I. STAFF RECOMMENDATION

83- 108580

Approval with Conditions

The Commission hereby grants, subject to the conditions below, a permit for the proposed development on the grounds that the development, as conditioned, will be in conformity with the provisions of Chapter 3 of the California Coastal Act of 1976, will not prejudice the ability of the local government having jurisdiction over the area to prepare a Local Coastal Program conforming to the provisions of Chapter 3 of the Coastal Act, is located between the sea and the first public road nearest the shoreline and is in conformance with the public access and public recreation policies of Chapter 3 of the Coastal Act, and will not have any significant adverse impacts on the environment within the meaning of the California Environmental Quality Act.

~~82-11159~~

- 1 -

EXHIBIT B (continued)

STANDARD CONDITIONS

5-81-35

1. Notice of Receipt and Acknowledgement. The permit is not valid and construction shall not commence until a copy of the permit, signed by the permittee or authorized agent, acknowledging receipt of the permit and acceptance of the terms and conditions, is returned to the Commission office.
2. Expiration. If construction has not commenced, the permit will expire two years from the date on which the Commission voted on the application. Construction shall be pursued in a diligent manner and completed in a reasonable period of time. Application for extension of the permit must be made prior to the expiration date.
3. Compliance. All construction must occur in strict compliance with the proposal as set forth in the application for permit, subject to any special conditions set forth below. Any deviation from the approved plans must be reviewed and approved by the staff and may require Commission approval.
4. Interpretation. Any questions of intent or interpretation of any condition will be resolved by the Executive Director or the Commission.
5. Inspections. The Commission staff shall be allowed to inspect the site and the development during construction, subject to 24-hour advance notice.
6. Assignment. The permit may be assigned to any qualified person, provided assignee files with the Commission an affidavit accepting all terms and conditions of the permit.
7. Terms and Conditions Run with the Land. These terms and conditions shall be perpetual, and it is the intention of the Commission and the permittee to bind all future owners and possessors of the subject property to the terms and conditions.

II. SPECIAL CONDITIONS: Prior to issuance of the permit, the applicant shall execute and record a document in a form and content approved by the Executive Director of the Commission irrevocably offering to dedicate an easement to be used for public parking to a public agency or private association acceptable to the Executive Director. The easement shall be 25 feet wide and located adjacent to and parallel to the existing right-of-way within the area designated as "FUTURE STREET" on recorded parcel map "7543". The offer or the accepted easement shall be extinguished when construction of the street commences. The offer shall run for a period of 21 years from the date of recordation and shall be prior to all liens except tax liens and all encumbrances the Executive Director determines may effect the interest being conveyed.

III. FINDINGS

83- 108580

A. Project Description and History

The application is a request to construct a 2-story, 6800 sq. ft. SFD with attached garage swimming pool and tennis court on a 2.7 acre parcel. The subdivision of a 5.3 acre parcel into two

parcels of 2.6 acres and 2.7 (subject parcel) acres was approved under permit application P-2707 and PE-80-2707, with vertical and lateral access conditions which have been recorded.

B. Issues

1. Access

Section 30223 of the Coastal Act states:

Upland areas necessary to support recreational uses shall be reserved for such uses, where feasible.

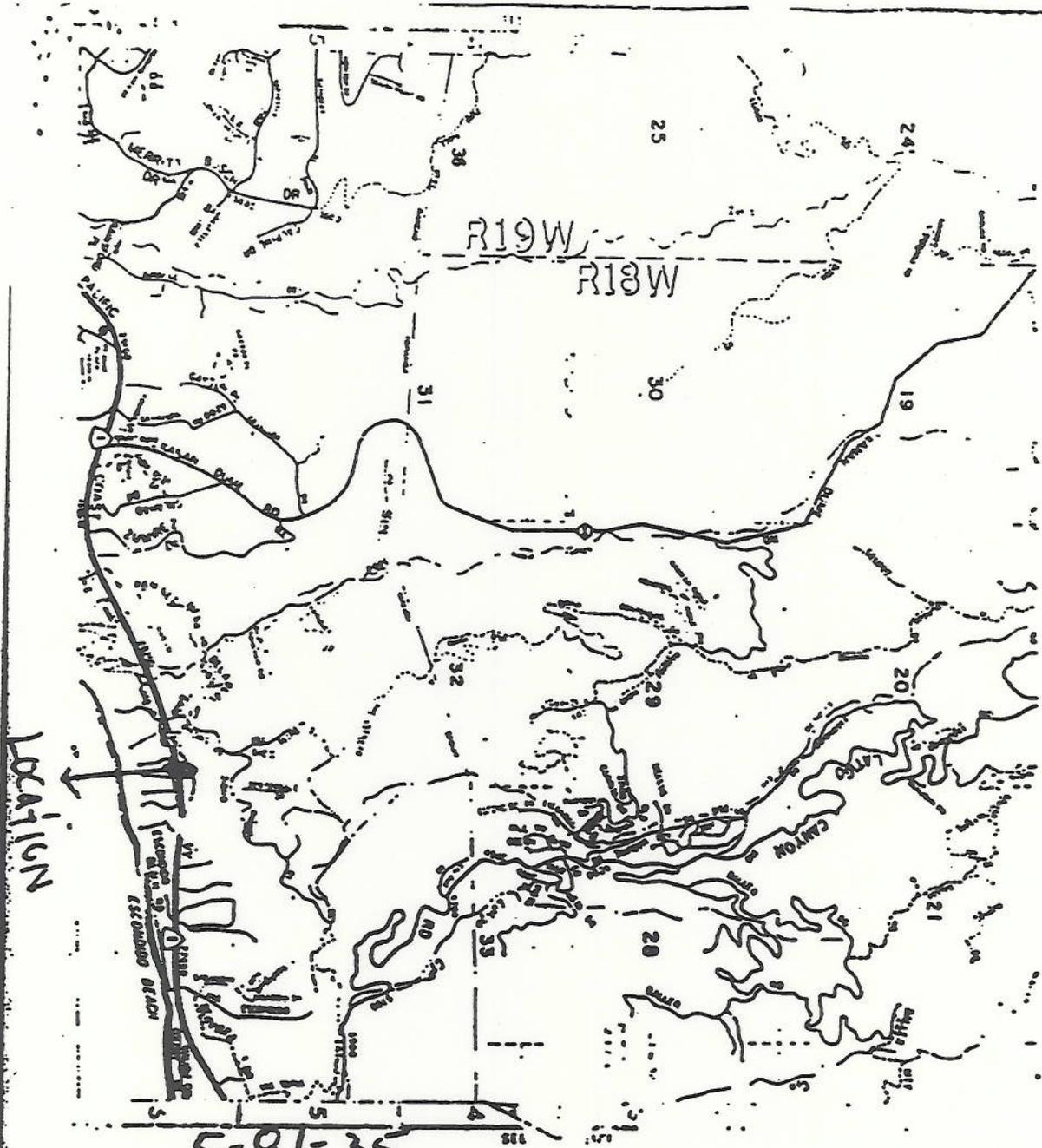
The area in which the applicant's parcel is located immediately abuts Pacific Coast Hwy. Due to the rural nature of this area, the traffic (both automobile and trucks) moves at a maximum rate of speed. Any public use of the recorded vertical access easement could be precluded by lack of off street parking facilities on the ocean side of Pacific Coast Hwy. Parking on the dirt shoulders on either the north or south side of Pacific Coast Hwy. could result in accidents to vehicles and possible pedestrian fatalities.

At a County requirement of the original subdivision, the applicant was required to dedicate a portion of his property for a "Future Street" to the County of Los Angeles.

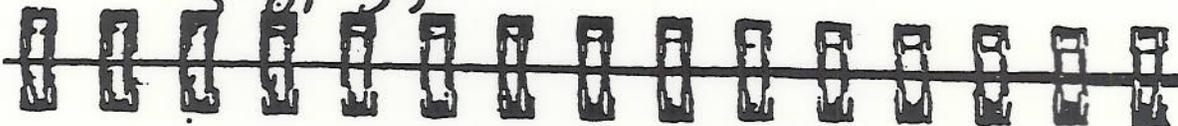
The Commission finds that the project, as conditioned, can be found consistent with Section 30223 of the Coastal Act of 1976.

RM

83- 108580



LOCATION



83-109580
 82-1159

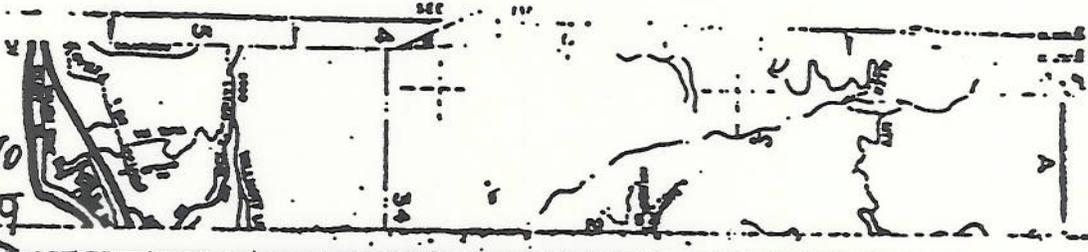


EXHIBIT C

1 IRELL & MANELLA LLP
2 Allan J. AbsheZ (Bar No. 115319)
3 1800 Avenue of the Stars
4 Suite 900
5 Los Angeles, California 90067-4276
6 Telephone: (310) 277-1010

7 Attorneys for Petitioner Frank Mancuso, Sr.

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 COUNTY OF LOS ANGELES

10 CENTRAL DISTRICT

11 FRANK MANCUSO, SR., an individual,))
12 Petitioner,))

13 v.))

14 CALIFORNIA STATE COASTAL))
15 CONSERVANCY, an agency of the))
16 State of California, CALIFORNIA))
17 STATE COASTAL CONSERVANCY BOARD,))
18 the governing body of the))
19 California State Coastal))
20 Conservancy, the CALIFORNIA))
21 DEPARTMENT OF GENERAL SERVICES, an))
22 agency of the State of California,))
23 THE MOUNTAINS RECREATION AND))
24 CONSERVATION AUTHORITY, an agency))
25 of the State of California and))
26 DOES 1 through 100,))
27 Respondents.))

BS 040197

(Petition assigned to Judge Robert H. O'Brien)

ACKNOWLEDGMENT OF SATISFACTION OF JUDGMENT AND WAIVER OF ANY CLAIM TO COSTS AND ATTORNEY FEES

(Code of Civil Procedure section 724.060)

22 Petitioner, Frank Mancuso, Sr. of 27920 Pacific Coast
23 Highway, Malibu, California hereby acknowledges that respondents
24 California State Coastal Conservancy, the California State
25 Coastal Conservancy Board, the California Department of General
26 Services and the Mountains Recreation and Conservation Authority
27 have, as a result of their execution of a settlement agreement
28 with petitioner, fully and completely satisfied the judgment in

EXHIBIT D

EXHIBIT "D"

Mancuso and Wildman shall permit the Conservancy and its staff agents, employees, contractors, representatives or subcontractors (hereinafter "Conservancy") reasonable access to their property adjacent to the Easement (hereafter "Property") and to the Easement in order to facilitate timely completion of the Cost Analysis identified in the Settlement Agreement. The parties shall cooperate to schedule access during weekday business hours upon at least 48 hours notice to Allan Abshez from the Conservancy. Representatives of Mancuso or Wildman may accompany the Conservancy while they are on the Property and Easement. The Conservancy shall not be entitled to utilize any motorized or ~~mechanical~~ equipment on the Property, except as may be agreed in advance by the parties. The Conservancy shall use all due care and consideration in connection with its activities and shall comply with all applicable laws. The Conservancy shall immediately repair any and all damage resulting from any acts or omissions of the Conservancy causing damage to the whole or any part of the Property. The Conservancy shall and hereby agrees to indemnify, defend and hold Mancuso, Wildman and their respective agents, trustees, staff, contractors, subcontractors, guests and invitees harmless from and against any and all expenses, costs, fees, suits, actions, obligations, liabilities and damages (including attorneys' fees and cost) which are based on such entry, acts or omissions by the Conservancy. The Conservancy shall not cause or permit in any way any liens or encumbrances upon or relating to the Property or any interest therein as a result of the Conservancy's or the Conservancy's acts or omissions with regard to the Property. The Conservancy's indemnity, defense and hold harmless obligations in this Exhibit shall survive any termination of this Settlement Agreement or the Closing as applicable if prior to said termination or closing an event occurs which triggers such obligations. In that event, the Conservancy's obligations regarding that event shall continue until they are satisfied. The terms and conditions of access set forth in this letter are valid and binding only as long as the Settlement Agreement is in effect. These terms are not intended to and shall not limit, in any way, the rights, duties or obligations of the Conservancy, Mancuso or Wildman with respect to the Property or the Easement should the Settlement Agreement be terminated.

EXHIBIT E

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

QUITCLAIM DEED

The State of California, acting by and through its Director of General Services at the request of the State Coastal Conservancy and with the approval of the California Coastal Commission, does hereby remise, release and forever quitclaim to FRANK MANCUSO, SR. any and all right, title and interest of the State of California in that certain real property in the County of Los Angeles, State of California, more particularly described in the attached Exhibit A, which may otherwise exist now or in the future by virtue of the following:

(1) the easement for public pedestrian access to the shoreline offered and conveyed by means of the IRREVOCABLE OFFER TO DEDICATE recorded on January 26, 1983, as No. 83-108579 of Official Records of Los Angeles County (and recorded on November 18, 1980, as No. 80-1161952, and on December 23, 1981, as No. 81-1259943 of Official Records of Los Angeles County) and CERTIFICATE OF ACCEPTANCE recorded on April 5, 1983, as No. 83-374575 of Official Records of Los Angeles County; and

(2) the easement for public parking offered for dedication in the IRREVOCABLE OFFER TO DEDICATE recorded on January 6, 1982 as No. 82-11159 of Official Records of Los Angeles County, and re-recorded on January 26, 1983, as No. 83-108580 of Official Records of Los Angeles County.

This QUITCLAIM DEED shall be of no force or effect with respect to any other interest of the State of California in the real property described in Exhibit A, including but not limited to the DEED RESTRICTION recorded on November 18, 1980, as No. 80-1161953 of Official Records of Los Angeles County.

Dated:
THE STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES

STATE COASTAL CONSERVANCY

By: _____
Its Director

By: _____
Its Executive Officer

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

QUITCLAIM DEED

The State of California, acting by and through its Director of General Services at the request of the State Coastal Conservancy and with the approval of the California Coastal Commission, does hereby remise, release and forever quitclaim to DONAHUE WILDMAN all right, title and interest of the State of California in that certain real property in the County of Los Angeles, State of California, more particularly described in the attached Exhibit A, which may otherwise exist now or in the future by virtue of the following:

(1) the easement for public pedestrian access to the shoreline offered and conveyed by means of the IRREVOCABLE OFFER TO DEDICATE recorded on January 26, 1983, as No. 83-108579 of Official Records of Los Angeles County (and recorded on November 18, 1980, as No. 80-1161952, and on December 23, 1981, as No. 81-1259943 of Official Records of Los Angeles County) and CERTIFICATE OF ACCEPTANCE recorded on April 5, 1983, as No. 83-374575 of Official Records of Los Angeles County; and

(2) the easement for public parking offered for dedication in the IRREVOCABLE OFFER TO DEDICATE recorded on January 6, 1982 as No. 82-11159 of Official Records of Los Angeles County, and re-recorded on January 26, 1983, as No. 83-108580 of Official Records of Los Angeles County.

This QUITCLAIM DEED shall be of no force or effect with respect to any other interest of the State of California in the real property described in Exhibit A, including but not limited to the DEED RESTRICTION recorded on November 18, 1980, as No. 80-1161953 of Official Records of Los Angeles County.

Dated:
THE STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES

STATE COASTAL CONSERVANCY

By: _____
Its Director

By: _____
Its Executive Officer

1 Prior to the issuance of permit, the applicant shall execute and record
 2 a documnet in a form and content approved by the Executive Director of the
 3 Commission irrevocably offering to dedicate to an agency approved by the
 4 Executive Director an easement for public pedestrian access from Pacific
 5 Coast Highway to the shoreline. Such easement shall be recorded free of prior
 6 liens and clear of encumbrances which the Executive Director determines may
 7 affect the interest being conveyed or post bond to cover the encumbrances.

8 VI. WHEREAS, the subject property is a parcel located between the first
 9 public road and the shoreline; and

10 VII. WHEREAS, under the policies of Sections 30210 through 30212 of the
 11 California Coastal Act of 1976, public access to the shoreline and along the
 12 coast is to be maximized, and in all new development projects located between
 13 the first public road and the shoreline shall be provided; and

14 VIII. WHEREAS, the Commission found that but for the imposition of the above
 15 condition, the proposed development could not be consistent with the public
 16 access policies of Section 30210 through 30212 of the California Coastal Act
 17 of 1976 and that therefore in the absence of such a condition, a permit could
 18 not have been granted;

19 NOW, THEREFORE, in consideration of the granting of permit no. PE-80-2707
 20 and 5-81-44(A1) to the owners by the Commission, the owners hereby offer to
 21 dedicate to the People of California an easement in perpetuity for the pur-
 22 poses of public pedestrian access to the shoreline located on the subject
 23 property ten feet wide and as specifically set forth by attached Exhibit C
 24 hereby incorporated by reference. The location of the easement as set forth
 25 in Exhibit C has been modified from that shown in Document 8-1161952 as
 26 recorded in the County of Los Angeles on November 18, 1980. This document
 27 is a substitute for Document 8-1161952.

~~81-1250043~~

83- 108579

The applicant has also submitted a request to construct a single-family dwelling on the 2.6 acre parcel, application for permit SF-81-7867 which was scheduled for hearing before the South Coast Regional Commission on June 1, 1981. A condition of approval on the requested application was for the applicant to construct the vertical access easement specifically as set forth in the recorded document #30-1161952.

Prior to the June 1, 1981 hearing, the applicant requested that the condition be changed allowing him to construct the vertical access easement in another location (a portion of which would be located on the one-acre parcel adjoining the 2.6 acre parcel). He was advised by staff to request a continuation of permit SF-81-7867 (#5-81-35) until such time as an amendment request could be placed on a calendar before the Commission for the relocation of the vertical access easement (#5-81-44/A/).

2. Proposed Amendment. The applicant states that the relocation of a portion of the vertical access over the one-acre parcel is now feasible since the applicant has a legal interest in the property. The applicant also states that because of the shape of the 2.6 acre parcel, the installation of a drain, and the relocation of the existing roadway, a better pedestrian access location can be provided which essentially provides a 10 foot vertical pedestrian access easement in the same location as initially required by the South Coast Regional Commission insofar as the easement runs from Pacific Coast Highway to the commencement of the one-acre parcel, and then"to run through the one-acre property (approximately 10 to 15 feet to the east of where it is currently located on the recorded offer to dedicate to the ocean end of the one-acre parcel, and then to run through the subject parcel to the beach in essentially the same location as previously dedicated". (See Exhibit 1.)

STAFF RECOMMENDATION:

The staff recommends that the Commission adopt the following resolution:

I. Approval with Conditions.

The Commission hereby grants, subject to the condition below, an amendment to the subject permit on the grounds that, as conditioned, the development will be in conformity with the provisions of Chapter 3 of the California Coastal Act of 1976, will not prejudice the ability of the local government having jurisdiction over the area to prepare a Local Coastal Program in conformity with the provisions of Chapter 3 of the Coastal Act, and will not have any significant adverse impacts on the environment within the meaning of the California Environmental Quality Act.

II. Conditions.

The amendment is subject to the following conditions:

~~81-1259943~~

Memorandum

CALIFORNIA COASTAL COMMISSION
SOUTH COAST-REGION V
P. O. Box 1450
Long Beach, CA 90801
(213) 590-5071 (714) 846-0648

81-1259943

TO: STATE COMMISSION
FROM: MICHAEL L. FISCHER, EXECUTIVE DIRECTOR
SUBJECT: REQUEST FOR AMENDMENT TO PERMIT NO. P/PE-80-2707 (KENNETH/JEANNETTE CHIATE & ROGER/MARILYN WOLK)

PROCEDURES

In the case of permits issued by the Commission under the Coastal Act of 1976, the Commission regulations (Section 13166) permit applicants to request approval by the Commission of amendments to the project or permit conditions. The Commission may approve an amendment if it finds that the revised development is consistent with the Coastal Act. The staff recommends that the Commission hold a public hearing on the amendment request, and at the close of the public hearing, vote on the request.

1. Project Description. The project approved in the original permit application P-80-2707, and permit extension PE-80-2707 was the subdivision of a 5.3 acre parcel into two parcels of 2.6 acres and 2.7 acres each. The extension request was submitted by the applicant in order to resolve the question of the location of the vertical easement condition which the South Coast Regional Commission had found, after public hearing, would offer mitigation measures (in addition to a lateral access easement condition and no further subdivision until in conformance with the LCP of Los Angeles County) and thus could be found to be in conformance with the provisions of Chapter 3 of the California Coastal Act of 1976.

The vertical access condition was the subject of a great deal of discussion with both the South Coast Regional Commission staff and the State Commission legal staff in an attempt to locate a vertical easement which would be acceptable to all parties concerned. On November 18, 1980 an Irrevocable Offer to Dedicate (#80-1161952) a vertical access was recorded in the official records of Los Angeles County. A portion of that offer reads, in part, that:

"...The easement may be resited subject to issuance of a permit by the Regional Commission or the Commission where there is no Regional Commission. Improvements to the access easement may be required as a condition of the issuance of the permit." ←

At the time prior to the recordation, the applicant indicated in a letter to the Commission (File P-2707, August 20, 1979) that he owned only the parcel which was the subject of the above-referenced permit, and had no legal interest in an adjacent one-acre parcel. Since that time, the applicant purchased an interest in the adjoining one-acre parcel and recently applied for a permit to build a single-family dwelling on the one-acre parcel. The application for permit SF-80-7554 (Appeal #44-81) was approved and the permit has been issued.

1 This offer of dedication shall be irrevocable for a period of twenty-one
 2 (21) years, measured forward from the date of recordation, and shall be
 3 binding upon the owners, their heirs, assigns, or successors in interest to
 4 the subject property described above. The People of the State of California
 5 shall accept this offer through the County of Los Angeles, the local
 6 government in whose jurisdiction the subject property lies, or through a
 7 public agency or a private association acceptable to the Executive Director
 8 of the Commission or its successor in interest.

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~~81-1259943~~

1 Acceptance of the offer is subject to a covenant which runs with the land,
 2 providing that the offeree to accept the easement may not abandon it but
 3 must instead offer the easement to other public agencies or private associations
 4 acceptable to the Executive Director of the Commission for the duration of
 5 the term of the original offer to dedicate. The grant of easement once made
 6 shall run with the land and shall be binding on the owners, their heirs, and
 7 assigns.

8 Executed on this 11th day of December, 1981, in the
 9 City of Los Angeles, County of Los Angeles, Calif

Dated: 12/11/81

10 Signed: Kenneth R. Chute

11 Signed: Roger S. Walk by
Kenneth R. Chute
by Power of Attorney - fact

12 Type or Print Name of Above

13 Type or Print Name of Above

14 Signed: Marilyn S. Walk by
Kenneth R. Chute, attorney in fact

15 Type or Print Name of Above

16 Signed: Jeanette Chute by Kenneth R.
Chute, attorney in fact

17 Type or Print Name of Above

18 STATE OF CALIFORNIA

19 COUNTY OF

20 On _____, before the undersigned, a
 21 Notary Public in and for said State, personally appeared _____

22 whose names are subscribed to the within instrument, and acknowledge that they
 23 executed the same.

24 _____
 25 Notary Public in and for said County and
 26 State

27

(Individual)



STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } SS.

~~81-1259943~~

On December 11, 1981 before me, the undersigned, a Notary Public in and for said State, personally appeared Kenneth R. Christie

known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.



83-108579

Signature Marlyn A. Garant
MARLYN A. GARANT

TO 444 C
(Attorney in Fact)



STATE OF CALIFORNIA }
COUNTY OF Los Angeles } SS.

On December 11, 1981 before me, the undersigned, a Notary Public in and for said State, personally appeared Kenneth R. Christie

known to me to be the person whose name is subscribed to the within instrument, as the Attorney in fact of Jessette Christie and acknowledged to me that he subscribed the name of Kenneth R. Christie thereto as principal and his own name as Attorney in fact.

WITNESS my hand and official seal.



83-108579

Signature Marlyn A. Garant
MARLYN A. GARANT
Name (Typed or Printed)

(This area for official notarial seal)

TO 444 C
(Attorney in Fact)



STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } SS.

~~81-1259943~~

On December 11, 1981 before me, the undersigned, a Notary Public in and for said State, personally appeared Kenneth R. Christie

known to me to be the person whose name is subscribed to the within instrument, as the Attorney in fact of Roger S. Walk and Marilyn S. Walk and acknowledged to me that he subscribed the name of Marilyn S. Walk thereto as principal and his own name as Attorney in fact.

WITNESS my hand and official seal.



83-108579

Signature Marlyn A. Garant
MARLYN A. GARANT
Name (Typed or Printed)

(This area for official notarial seal)

83-108579

1 This is to certify that the offer of dedication set forth above dated
 2 December 11, 19 91, and signed by Kenneth R. Chiate, Vice Pres. Pizen
 3 Wolk, Jeanette Chiate, owner(s), is hereby acknowledged by the
 4 undersigned officer on behalf of the California Coastal Commission pursuant
 5 to authority conferred by the California Coastal Commission when it granted
 6 Coastal Development Permit No. 5-91-3.5 on April 7, 1980 and the
 7 California Coastal Commission consents to recordation thereof by its duly
 8 authorized officer.

9 Dated: December 21, 1981

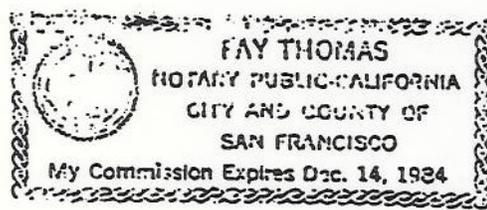
10 Cynthia K Long
 11 CYNTHIA K LONG LEGAL COUNSEL
 12 California Coastal Commission

13 STATE OF CALIFORNIA
 14 COUNTY OF SAN FRANCISCO

15 On December 21, 1981, before the undersigned, a Notary Public in
 16 and for said State, personally appeared Cynthia K. Long
 17 Legal Counsel known to me to be the authorized representative
 18 of the California Coastal Commission and known to me to be the person who
 19 executed the within instrument on behalf of said Commission, and acknowledged
 20 to me that such Commission executed the same.

21 Witness my hand and official seal.

22 Fay Thomas
 23 Notary Public in and for said County and
 24 State



25 ~~81-1259943~~

EXHIBIT A

County of Los Angeles, State of California,

Parcel 2 of Parcel Map No. 7543 as per map thereof filed in Book 135 Pages 58 and 59 of Parcel Maps, in the Office of the County Recorder of Said County.

~~81-1250043~~

1. Prior to issuance of the permit, the Executive Director shall certify in writing that the following condition has been satisfied. The applicant shall execute and record a document, in a form and content approved by the Executive Director of the Commission, irrevocably offering to dedicate to an agency approved by the Executive Director, an easement for public pedestrian access to the shoreline. Such easement shall be ten (10) feet wide located along the easterly portion of Assessor's Parcel Map #4460-32-14 in a southerly direction, thus following the most westerly portion of Assessor's Parcel Map #4460-32-13 to its most southerly end, and again reentering Assessor's Parcel Map #4460-32-14 following the most easterly portion in a southerly direction and extend from the Pacific Coast Highway to the mean high tide line of the Pacific Ocean. Such easement shall be recorded free of prior liens except for tax liens and free of prior encumbrances which the Executive Director determines may affect the interest being conveyed.

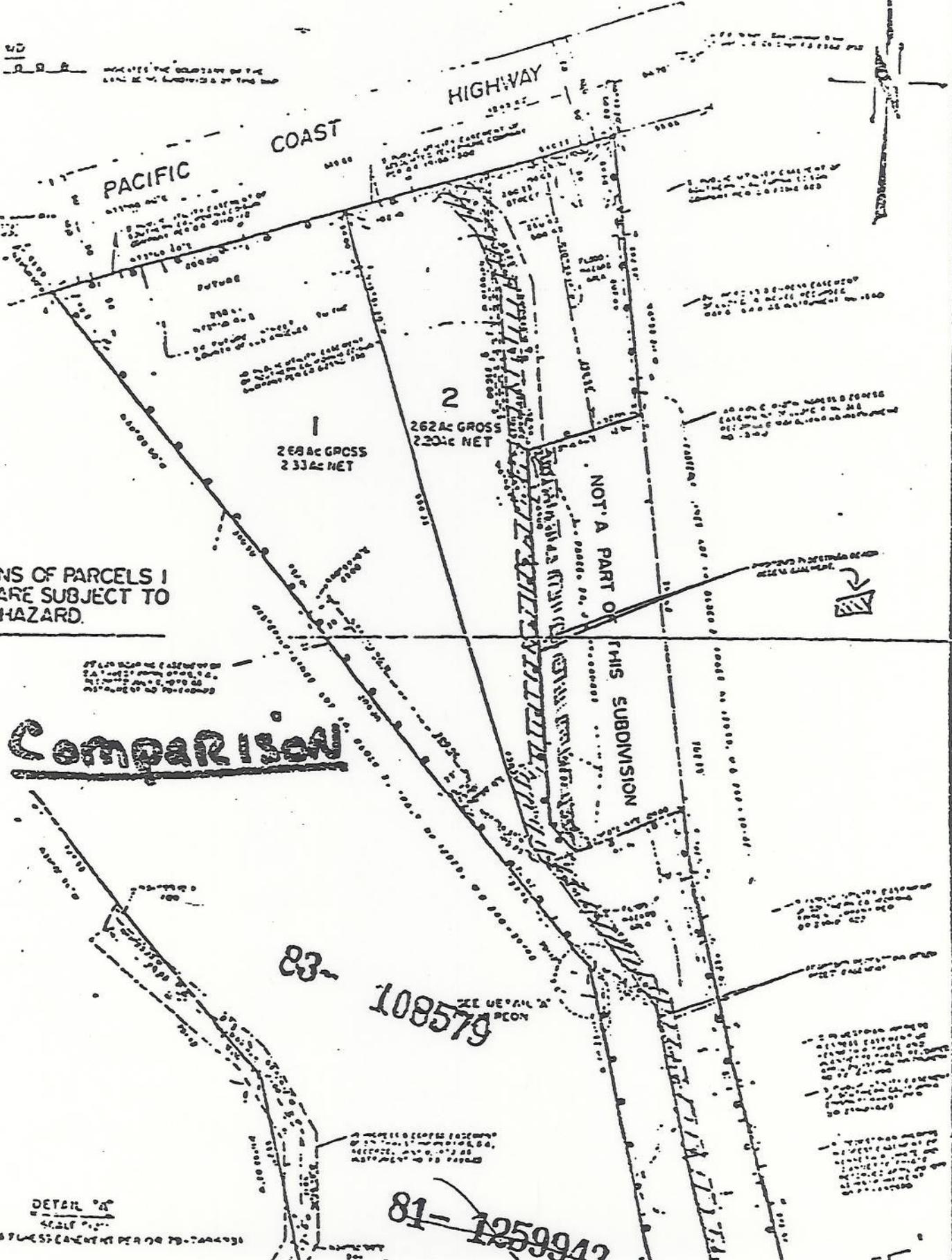
The offer shall run with the land in favor of the People of the State of California, binding successors and assigns of the applicant or landowner. The offer of dedication shall be irrevocable for a period of 21 years, such period running from the date of recording.

2. Prior to issuance of permit, the applicant shall submit documentation which shows all legal interest in the subject parcels (APM #4460-32-13 and APM #4460-32-14), and shall submit a letter signed by all parties having legal interest in subject parcels which approves the recordation, and construction of the vertical access easement on said parcels.

~~81-1259943~~

PARCELS MAP NO. 754
 IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF LOS ANGELES
 STATE OF CALIFORNIA

INDICATES THE LOCATION OF THE
 LOCALITY OF THE PARCELS OF THIS MAP



PORTIONS OF PARCELS 1
 ARE SUBJECT TO
 HAZARD.

IF ANY PART OF THE AREA OF THE
 PARCELS IS SUBJECT TO HAZARD,
 THE OWNER SHALL BE RESPONSIBLE
 FOR THE PROTECTION OF THE PARCELS

Comparison

NOT A PART OF
 THIS SUBDIVISION

RECORDED'S MEMO:
 FOUR RECORD IS DUE TO
 QUALITY OF ORIGINAL DOCUMENT

83-

108579

81-1259942

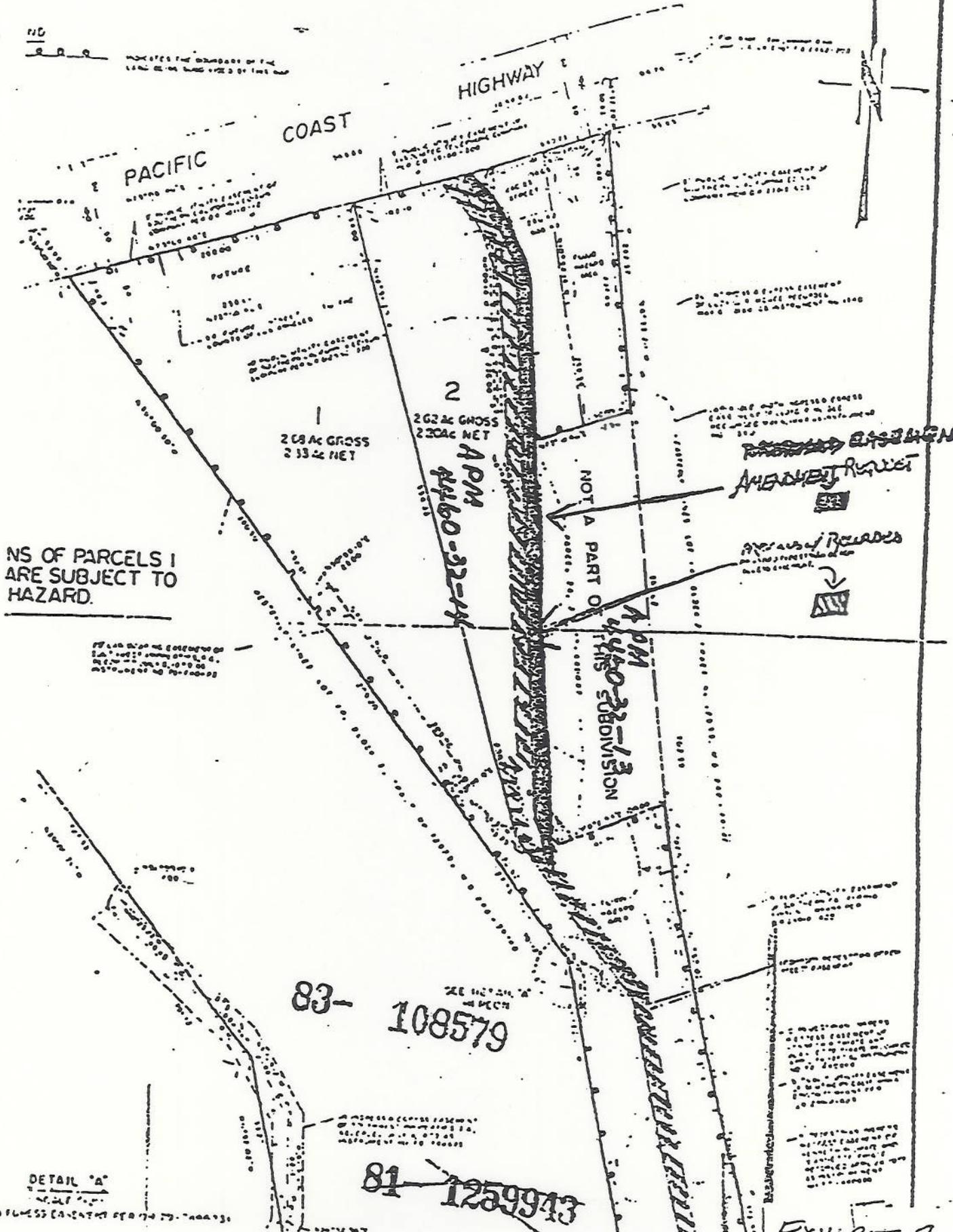
DETAIL OF
 SCALE PER 99 79-2000000

REPLACEMENT PER 99 79-2000000

EXHIBIT

PARK MAP NO. 754
 IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF LOS ANGELES
 STATE OF CALIFORNIA

NO
 0 100 200
 INDICATES THE DIMENSIONS OF THE
 LOTS OR OF THE BLOCKS OF THIS MAP



NS OF PARCELS I
 ARE SUBJECT TO
 HAZARD.

IF ANY PART OF THE EASEMENT OR
 THE ROAD IS NOT SHOWN ON THE
 RECORDS OF THE COUNTY CLERK
 THE EASEMENT OR ROAD IS NOT
 VALID.

~~PROPOSED EASEMENT~~
APPROXIMATE RECORDS

APPROXIMATE RECORDS
 OF THE RECORDS OF THE
 COUNTY CLERK OF LOS ANGELES
 COUNTY, CALIFORNIA

NOT A PART OF
 THIS SUBDIVISION

83-108579

81-1259943

DETAIL "A"

SO L 55 (A) - 10/17/79 - 400013

CALIFORNIA COASTAL COMMISSION
631 Howard Street, San Francisco 94105 — (415) 543-8555

RECORDING ACKNOWLEDGMENT FORM

County Recorder's Office
County of Los Angeles

This is to state that the Offer to Dedicate
dated December 11, 1981
executed by Kenneth & Jeannette Chiat, Mr. & Mrs. Roger Wolk
and acknowledged by the Coastal Commission was filed as set forth below.

Document Recorded

on _____ as No. _____

Vol. _____ Page _____

BY: _____

~~81-1259943~~

83- 108579

This is to certify that this document is presented for record by the State of California under Government Code Section 27310. It is necessary to complete the chain of title in the State of California by the State of California.

By Joseph E. Petrillo Executive Officer

Please record, and return to:
State Coastal Conservancy
1330 Broadway, Suite 1100
Oakland, California 94612

83-37-175 RECEIVED vert

STATE COASTAL CONSERVANCY
RECORDED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
1 MIN 12 P.M. APR 5 1983
PAST.

TR 52-133

CERTIFICATE OF ACCEPTANCE

FREE D

THIS IS TO CERTIFY that the interest in real property conveyed by the deed or grant, dated December 11, 1981 and recorded January 26, 1983 as No. 83-108579, of the Official Records in the Office of the Recorder of Los Angeles from Roger S. Wolk, Marilyn S. Wolk, and Kenneth R. Chiate, Jeannette Chiate to the STATE OF CALIFORNIA, is hereby accepted by the undersigned officer on behalf of the State of California, pursuant to authority conferred by authorization of the State Coastal Conservancy, Resources Agency, State of California, adopted on June 11, 1982, and the grantee consents to the recordation thereof by its duly authorized officer.

Access

STATE OF CALIFORNIA
Resources Agency
State Coastal Conservancy

[Signature]
Subscribing Witness

By Joseph E. Petrillo
Executive Officer

Date January 28, 1983

Date January 28, 1983

APPROVED
Department of General Services
MAR 24 1983
By John R. Healy
Senior Land Agent

[Signature]

2

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF CALIFORNIA
County of Alameda) ss.

On January 28, in the year 1983, before me, the undersigned, a Notary Public in and for the State of California, personally appeared Susan M. Furrer, personally known to me (or proven to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument as a witness thereto, who, being by me duly sworn, deposed and said: that she was present and saw Joseph E. Petrillo, personally known to her to be the Executive Officer of the California State Coastal Conservancy, execute the within instrument on behalf of of said agency, and that affiant subscribed her name thereto as a witness to said execution.

WITNESS my hand and official seal.

(seal)

Susan Mary Bonino
Signature



Susan Mary Bonino
Name (typed or printed)

Notary Public in and for
the State of California

RECORDER'S MEMO:
POOR RECORD IS DUE TO
QUALITY OF ORIGINAL DOCUMENT

83- 374575