

COPY of Document Recorded
05 1708853
JUL 26 2005
Has not been compared with original
Original will be returned when
processing has been completed
LOS ANGELES COUNTY REGISTRAR & RECORDER/COUNTY CLERK

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Barbara J. Page
Page and Associates
3500 W. Olive Avenue, Suite 300
Burbank, CA 91505

MAIL TAX STATEMENTS TO:
Same as Above

Space Above Line For Recorders Use Only

APNs: 4470-024-061 and 4470-024-062

GRANT DEED
(31736 Broad Beach Road, Malibu, California)

The undersigned Grantor declares that the following conveyance is a transfer of a community property asset between spouses for the purpose of affecting a division of community property which is required by a written agreement between the spouses, and is entitled to the exemption from documentary transfer tax set forth in Section 11927(a) of the Revenue and Taxation Code, as amended.

WITNESSETH:

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, EDWARD L. VAN HALEN AND VALERIE BERTINELLI VAN HALEN, AS TRUSTEES OF THE BERTINELLI AND VAN HALEN FAMILY TRUST UNDER A TRUST AGREEMENT DATED JUNE 7, 1988, Grantor, hereby grants to BARBARA J. PAGE, AS TRUSTEE OF THE CARVIN TRUST DATED MAY 10, 2002, Grantee, the real property located in City of Malibu, County of Los Angeles, State of California, more particularly described in Schedule 1 attached hereto and incorporated by reference to this Grant Deed, together with all improvements thereon and fixtures affixed thereto and all rights, benefits, privileges, easements, tenements, hereditaments, and appurtenances thereon or in any way appertaining to such real property.

This grant and conveyance is made and accepted subject to:

1. General and special real property taxes for the current fiscal year (the parties agreeing that the transfer contemplated hereby should be exempt from reassessment based upon a change in ownership, pursuant to Section 63 of the Revenue and Taxation Code, as amended); and
2. All other covenants, conditions and restrictions and other encumbrances, easements, limitations, reservations, rights, charges, equitable servitudes and other matters of record that were recorded prior to the recording of this Grant Deed in the Office of the Los Angeles County Recorder.

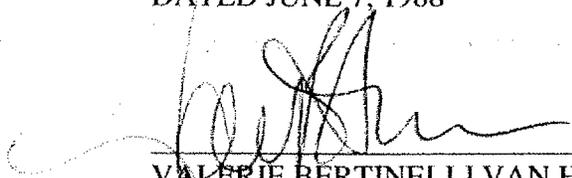
This Grant Deed may be executed in counterparts.

IN WITNESS WHEREOF, this Grant Deed has been executed as of July 1st, 2005.

“GRANTOR”:



EDWARD L. VAN HALEN, AS TRUSTEE OF
THE BERTINELLI AND VAN HALEN FAMILY
TRUST UNDER A TRUST AGREEMENT
DATED JUNE 7, 1988



VALERIE BERTINELLI VAN HALEN, AS
TRUSTEE OF THE BERTINELLI AND VAN
HALEN FAMILY TRUST UNDER A TRUST
AGREEMENT DATED JUNE 7, 1988

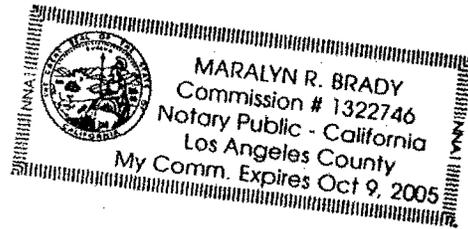
STATE OF CALIFORNIA)

COUNTY OF Los Angeles)^{SS}

On July 11, 2005, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ~~Alvaro~~ ^{NO} Eduardo Van Helsen, 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.

Maralyn R Brady
NOTARY PUBLIC



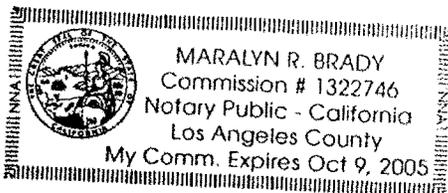
STATE OF CALIFORNIA)

COUNTY OF Los Angeles)^{SS}

On 7-12-05, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Valerie Bertinelli Van Helsen, 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.

Maralyn R Brady
NOTARY PUBLIC



SCHEDULE 1
LEGAL DESCRIPTION OF PROPERTY

Real property in the City of Malibu, County of Los Angeles, State of California, described as follows:

Parcel 1:

Parcel 3 of Parcel Map No. 4358, Lots 82, 83, Lot H, Vacated State Highway adjoining Lot H and portions of Lots 21, 22, 85 and Vacated State Highway Adjoining Lot 21 of Tract No. 10630, in the City of Malibu, as per map filed in Book 101 Page 34 of Parcel Maps and recorded in Book 181 Pages 6 to 11, inclusive of Maps, respectively, in the office of the county recorder of said county, lying westerly and southerly of the following described line:

Beginning at the intersection of a line parallel with and 61.15 feet distant westerly, measured at right angles to the easterly line of said Lots 21, 22, 85 and their northerly prolongation with the northerly line of said vacated state highway, 20 feet wide, said line being parallel with and 20 feet northerly, measured at right angles to the northerly line of said Lot 21; thence along said parallel line south $10^{\circ} 05' 30''$ west 120.00 feet; thence parallel with the northerly line of said vacated state highway south $79^{\circ} 54' 30''$ east 61.15 feet to the easterly line of said Lot 85.

As shown as Parcel 1 on a Lot Line Adjustment recorded January 17, 1996 as Instrument No. 96-89720.

Except all metals and minerals, and all petroleum, natural gas and other hydrocarbon substances, and all surface deposits and subsoil products of any nature or character whatsoever, in, under or upon said land, and every part thereof, as contained in the deed from the Marblehead Land Company, a corporation, recorded September 18, 1940 in Book 17800 Page 273, Official Records.

Except therefrom all metals and minerals, and all petroleum, natural gas and other hydrocarbon substances, and all surface deposits and subsoil products of any nature or character whatsoever, in, under or upon said land without, however, the right of surface entry, as reserved in the deed from Marblehead Land Company, recorded February 6, 1939 in Book 16402 page 95, Official Records.

Except all metals and minerals and all petroleum, natural gas and other hydrocarbon substances and all surface deposits and sub-soil products of any nature or character whatsoever, in, under or upon said land and every part thereof, but without the right of entry, as reserved in the deed from Marblehead Land Company, a corporation, recorded in Book 13337 Page 253, Official Records.

Parcel 2:

Those portions of Lots 21, 22, 85 and vacated state highway adjoining Lot 21 of Tract No. 10630, in the city of Malibu, as per map recorded in Book 181 Pages 6 to 11, inclusive of Maps, in the office of the county recorder of said county, lying easterly and northerly of the following described line:

Beginning at the intersection of a line parallel with and 61.15 feet distant westerly, measured at right angles to the easterly line of said Lots 21, 22 and 85 and their northerly prolongation with the northerly line of said vacated state highway, 20 feet wide, said line being parallel with and 20 feet

EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of Malibu, County of Los Angeles, State of California, described as follows:

Parcel 1:

Parcel 3 of Parcel Map No. 4358, Lots 82, 83, Lot H, Vacated State Highway adjoining Lot H and portions of Lots 21, 22, 85 and Vacated State Highway Adjoining Lot 21 of Tract No. 10630, in the city of Malibu, as per map filed in Book 101 Page 34 of Parcel Maps and recorded in Book 181 Pages 6 to 11, inclusive of Maps, respectively, in the office of the county recorder of said county, lying westerly and southerly of the following described line:

Beginning at the intersection of a line parallel with and 61.15 feet distant westerly, measured at right angles to the easterly line of said Lots 21, 22, 85 and their northerly prolongation with the northerly line of said vacated state highway, 20 feet wide, said line being parallel with and 20 feet northerly, measured at right angles to the northerly line of said Lot 21; thence along said parallel line south $10^{\circ} 05' 30''$ west 120.00 feet; thence parallel with the northerly line of said vacated state highway south $79^{\circ} 54' 30''$ east 61.15 feet to the easterly line of said Lot 85.

As shown as Parcel 1 on a Lot Line Adjustment recorded January 17, 1996 as Instrument No. 96-89720.

Except all metals and minerals, and all petroleum, natural gas and other hydrocarbon substances, and all surface deposits and subsoil products of any nature or character whatsoever, in, under or upon said land, and every part thereof, as contained in the deed from the Marblehead Land Company, a corporation, recorded September 18, 1940 in Book 17800 Page 273, Official Records.

Except therefrom all metals and minerals, and all petroleum, natural gas and other hydrocarbon substances, and all surface deposits and subsoil products of any nature or character whatsoever, in, under or upon said land without, however, the right of surface entry, as reserved in the deed from Marblehead Land Company, recorded February 6, 1939 in Book 16402 page 95, Official Records.

Except all metals and minerals and all petroleum, natural gas and other hydrocarbon substances and all surface deposits and sub-soil products of any nature or character whatsoever, in, under or upon said land and every part thereof, but without the right of entry, as reserved in the deed from Marblehead Land Company, a corporation, recorded in Book 13337 Page 253, Official Records.

Parcel 2:

Those portions of Lots 21, 22, 85 and vacated state highway adjoining Lot 21 of Tract No. 10630, in the city of Malibu, as per map recorded in Book 181 Pages 6 to 11, inclusive of Maps, in the office of the county recorder of said county, lying easterly and northerly of the following described line:

Beginning at the intersection of a line parallel with and 61.15 feet distant westerly, measured at right angles to the easterly line of said Lots 21, 22 and 85 and their northerly prolongation with the northerly line of said vacated state highway, 20 feet wide, said line being parallel with and 20 feet northerly, measured at right angles to the northerly line of said Lot 21; thence along said

parallel line South 10° 05' 30" west 120 feet; thence parallel with the northerly line of said vacated state highway south 79° 54' 30" east 61.15 feet to the easterly line of said Lot 85.

As shown as Parcel 2 on a Lot Line Adjustment recorded January 17, 1996 as Instrument No. 96-89720.

Except therefrom all metals and minerals, and all petroleum, natural gas and other hydrocarbon substances, and all surface deposits and subsoil products of any nature or character whatsoever, in, under or upon said land without, however, the right of surface entry, as reserved in the deed from Marblehead Land Company, recorded February 6, 1939 in Book 16402 page 95, Official Records.

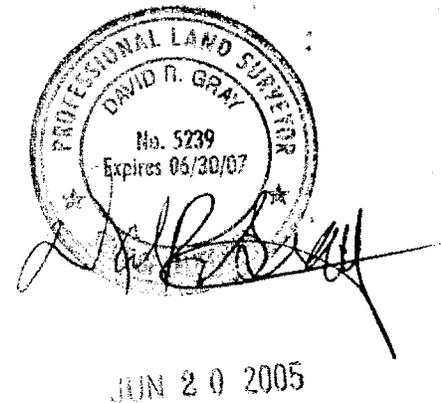
Except therefrom all metals and minerals, and all petroleum, natural gas and other hydrocarbon substances, and all surface deposits and subsoil products of any nature or character whatsoever, in, under or upon said land without, however, the right of surface entry, as reserved in the deed from Marblehead Land Company, recorded August 31, 1938 in Book 15957 Page 342, Official Records.

APN: 4470-024-061 and 4470-024-062

LEGAL DESCRIPTION: PUBLIC ACCESS EASEMENT AREA

A STRIP OF LAND FIVE (5) FEET AND TEN (10) FEET IN WIDTH OVER THOSE PORTIONS OF PARCELS 1 AND 2 OF LOT LINE ADJUSTMENT (LLA NO. 93-03), IN THE CITY OF MALIBU, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER CERTIFICATE OF COMPLIANCE RECORDED JANUARY 17, 1996 AS INSTRUMENT NO. 96-89720, OFFICIAL RECORDS OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL 2; THENCE, ALONG THE EASTERLY LINE OF SAID PARCEL 2 AND PARCEL 1 THE FOLLOWING THREE (3) COURSES, SOUTH 10°05'30" WEST 158.00 FEET; THENCE, SOUTH 87°58'05" WEST 32.14 FEET; THENCE, SOUTH 16°56'50" WEST 96.41 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 1; THENCE, ALONG THE SOUTHERLY LINE OF SAID PARCEL 1, NORTH 87°56'08" WEST 10.35 FEET TO A LINE PARALLEL WITH AND 10.00 FEET DISTANT WESTERLY, MEASURED AT RIGHT ANGLES TO SAID EASTERLY LINE; THENCE, ALONG SAID PARALLEL LINE, NORTH 16°56'50" EAST 100.92 FEET TO A LINE PARALLEL WITH AND 5.00 FEET DISTANT NORTHERLY, MEASURED AT RIGHT ANGLES TO SAID EASTERLY LINE; THENCE, ALONG SAID PARALLEL LINE, NORTH 87°58'05" EAST 36.96 FEET TO A LINE PARALLEL WITH AND 5.00 FEET DISTANT WESTERLY, MEASURED AT RIGHT ANGLES TO SAID EASTERLY LINE; THENCE, ALONG SAID PARALLEL LINE, NORTH 10°05'30" EAST 153.96 FEET TO THE NORTHERLY LINE OF SAID PARCEL 2; THENCE, ALONG SAID NORTHERLY LINE, SOUTH 79°54'30" EAST 5.00 FEET TO THE **POINT OF BEGINNING**.



"Commission") and requires that any coastal development permit 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, the People of the State of California have a legal interest in the lands seaward of the mean high tide line; and

V. WHEREAS, pursuant to the Act, Grantor's predecessor-in-interest, W. Huston Lillard III, applied to the Commission for a permit; and

VI. WHEREAS, coastal development permit numbers P-2-15-77-171 and A-8-1-77-1466 were granted by the Commission on March 14, 1977 and August 25, 1977, respectively, to authorize lot consolidation and resubdivision that included a portion of the Property and development of a single family residence on the Property (hereinafter referred to as "the Permits"). The Permits are each subject to the following condition (hereinafter referred to as "the Condition"):

1. Submit a deed restriction for recording granting a vertical public accessway across the property 5 feet in width from the Broad Beach Road right-of-way to the bluff edge, and 10 feet in width down the bluff face to Sea Level Drive.

Such accessway shall not be opened to the public until such time as access has been obtained to the beach.

VII. WHEREAS, pursuant to the Condition, Grantor's predecessor-in-interest, W. Huston Lillard III, recorded in the Official Records of the County of Los Angeles: a) on July 25, 1980 an Irrevocable Offer To Dedicate as Instrument No. 80-709137, that irrevocably offers to dedicate an easement as described in the Condition along the easterly boundary of the new parcels authorized in the Permits (hereinafter referred to as "the 1980 OTD"); and b) on January 18, 1978, a Deed Restriction as Instrument Number 78-69946 that restricts the same area for use as a vertical public accessway (hereinafter referred to as "the 1978 Deed Restriction"); and

VIII. WHEREAS, in 1995 Grantor's predecessor-in-interest, Edward L. Van Halen and Valerie Bertinelli Van Halen, Trustees, and their successors as trustees of the Bertinelli and Van Halen Family Trust, a Trust Agreement dated June 7, 1988, applied to the Commission for a permit to undertake development as defined in § 30106 of the Public Resources Code on the Property; and

IX. WHEREAS, coastal development permit number 4-95-049 and coastal development permit amendment number 4-95-049-A1 (hereinafter referred to as the "Permit, as amended") were granted by the Commission on May 9, 1995 and April 10, 1997, respectively. The Permit, as amended, authorized City of Malibu Lot Line Adjustment Map No. 93-03 (hereinafter "Lot Line Adjustment No. 93-03"), and an addition to the existing residence and a new pool on the Property in the area subject to the 1980 OTD and the 1978 Deed Restriction. Lot Line Adjustment No. 93-03 included relocation of the 1980 OTD to follow the adjusted lot line; and

X. WHEREAS, consistent with the Permit, as amended, and Lot Line Adjustment No. 93-03, Grantor must relocate the public access easement area as shown on Exhibit B, referenced below.

NOW AND THEREFORE, in consideration of the granting of the Permit, as amended, by the Commission, the Grantor hereby irrevocably offers to dedicate to the People of the State of California, an easement in gross and in perpetuity over a portion of the Property as follows:

1. DESCRIPTION. The easement offered hereby (hereinafter "the Easement") affects that portion of the Property along the eastern boundary of Parcels 1 and 2 of Lot Line Adjustment Map No. 93-03, recorded as Instrument No. 96-89720 on January 17, 1996 in the Official Records of Los Angeles County, (hereinafter "the Easement Area"), as specifically shown and legally described in EXHIBIT B, attached hereto and incorporated herein by reference.

2. PURPOSE. The Easement shall be used for the sole purpose of allowing public pedestrian ingress and egress to and from Broad Beach Road and the shoreline.

3. DECLARATION OF RESTRICTIONS. After acceptance, Grantor shall not interfere with the public's use of the Easement for the purposes specified herein nor take any action inconsistent with such use, including, without limitation, constructing or improving the Easement Area in a manner inconsistent with the public's use or enjoyment thereof; provided, however, that nothing contained herein shall be construed to obligate Grantor to remove any existing fence currently located within the Easement Area. Grantor shall not be bound to undertake any construction, maintenance or repair within the Easement Area, such right, including the right to construct or remove fencing within the Easement Area, and obligation to be solely that of Grantee. Grantor shall retain all normal rights and incidents of ownership of the underlying fee interest in the Property not inconsistent with the rights granted herein.

4. DURATION, ACCEPTANCE AND TRANSFERABILITY. The Offer shall be binding upon the Grantor and the heirs, assigns, or successors in interest to the Property described above for a period of 21 years. The Offer may be accepted by any agency of the State of California, a political subdivision, or a private association acceptable to the Executive Director of the Commission (hereinafter referred to as the "Grantee"). Such acceptance shall be effectuated by recordation by the Grantee of an acceptance of the Offer in the form attached hereto as EXHIBIT C. Upon such recordation of acceptance, the Offer and terms, conditions, and restrictions shall have the effect of a grant of vertical access easement in gross and perpetuity that shall run with the land and be binding on the heirs, assigns, and successors of the Grantor. After acceptance, the Easement may be transferred to and held by any entity which qualifies as a Grantee under the criteria hereinabove stated. Acceptance of the Offer is subject to a covenant which runs with the land, providing that the Grantee may not abandon the easement until such time as Grantee effectively transfers said easement to an entity which qualifies as a Grantee under the criteria hereinabove stated. By

accepting the Offer, Grantee agrees that it shall be bound by all of the terms and conditions of the Offer.

5. REMEDIES. Any act, conveyance, contract, or authorization by the Grantor or Grantee, whether written or oral, which uses or would cause to be used, or would permit use of the Easement Area in a manner which is contrary to the terms of the Offer will be deemed a violation and a breach hereof. The Grantor, any Grantee of the Easement and any offeree of the Offer may pursue any and all available legal and/or equitable remedies to enforce the terms and conditions of the Offer, the Easement and their respective interests in the Property. In the event of a breach, any forbearance on the part of any such party to enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding any subsequent breach.

6. TAXES AND ASSESSMENTS. Grantor agrees to pay or cause to be paid all real property taxes and assessments levied or assessed against the Easement Area. It is intended that this irrevocable offer and the use restrictions contained herein shall constitute enforceable restrictions within the meaning of (a) Article XIII, § 8, of the California Constitution; and (b) § 402.1 of the California Revenue and Taxation Code or successor statute. Furthermore, the Offer, Easement and restrictions shall be deemed to constitute a servitude upon and burden to the Property within the meaning of § 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.

7. SUCCESSORS AND ASSIGNS. The terms, covenants, conditions, exceptions obligations, and reservations contained in the Offer shall be binding upon and inure to the benefit of the successors and assigns of both the Grantor and the Grantee, whether voluntary or involuntary.

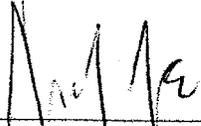
//////

//////

//////

8. SEVERABILITY. If any provision of the Offer is held to be invalid, or for any reason becomes unenforceable, no other provision shall be thereby affected or impaired.

Executed on this 7th, day of July, 2005, at Los Angeles, CA



BARBARA J. PAGE, AS TRUSTEE OF
THE CARVIN TRUST DATED MAY 10, 2002

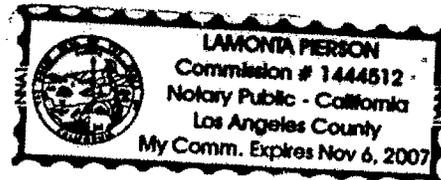
STATE OF CALIFORNIA

COUNTY OF Los Angeles

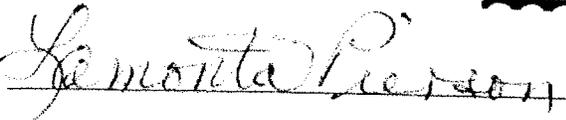
On July 7, 2005, before me, LAMONTA PIERSON,
a Notary Public personally appeared Barbara J. Page,

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



This is to certify that the Offer to Dedicate set forth above is hereby acknowledged and approved by the undersigned officer on behalf of the California Coastal Commission pursuant to authority conferred by the California Coastal Commission when it issued Coastal Development Permit Nos. P-2-15-77-171; A-8-1-77-1466; 4-95-049 and 4-95-049-A1 on March 14, 1977; August 25, 1977; May 9, 1995; and April 10, 1997, and the California Coastal Commission consents to recordation thereof by its duly authorized officer.

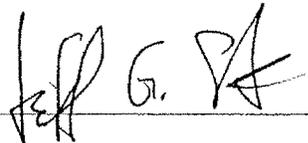
Dated: June 23, 2005

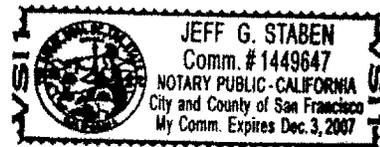

John Bowers, Staff Counsel
California Coastal Commission

STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

On 06/23/05, before me, JEFF G. STABEN, 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 



RECORDING REQUESTED BY AND

EXHIBIT C

WHEN RECORDED MAIL TO:
CALIFORNIA COASTAL COMMISSION
45 FREMONT STREET, 20TH FLOOR
SAN FRANCISCO, CA 94105

PERMIT NO: _____
ACCEPTANCE CERTIFICATE
PAGE ONE (1) OF TWO (2)

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Offer to Dedicate dated _____, executed by _____ and recorded on _____ as Instrument Number _____, is hereby accepted by _____, a public agency/private association on _____, pursuant to authority conferred by resolution of the _____ adopted on _____, and the grantee consents to recordation thereof by its duly authorized officer.

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 _____

ACKNOWLEDGMENT BY THE CALIFORNIA COASTAL COMMISSION
OF ACCEPTANCE OF OFFER TO DEDICATE

This is to certify that _____ is a
public agency/private association acceptable to the Executive Director of the California Coastal
Commission to be Grantee under the Offer to Dedicate executed by
_____ on _____, and recorded on
_____, in the office of the County Recorder of
_____ County as Instrument Number _____.

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 _____

FIRST AMERICAN TITLE INSURANCE COMPANY

COPY of Document Recorded
JUL 20 2005
05 1708854
Has not been compared with original
Original will be returned when
processing has been completed.
LOS ANGELES COUNTY REGISTRAR - RECORDER/COUNTY CLERK

RECORDING REQUESTED BY AND

WHEN RECORDED RETURN TO:

CALIFORNIA COASTAL COMMISSION
89 S. California Street, Suite 200
Ventura, CA 93001

Attn: Legal Division

IRREVOCABLE OFFER TO DEDICATE EASEMENT
FOR VERTICAL PUBLIC ACCESS
AND
DECLARATION OF RESTRICTIONS

THIS IRREVOCABLE OFFER TO DEDICATE EASEMENT FOR VERTICAL PUBLIC ACCESS AND DECLARATION OF RESTRICTIONS (hereinafter referred to as "the Offer") is made this 7th day of July, 2005, by BARBARA J. PAGE, TRUSTEE OF THE CARVIN TRUST DATED MAY 10, 2002, (hereinafter referred to as the "Grantor").

I. WHEREAS, Grantor is the legal owner of a fee interest of certain real property located in the County of Los Angeles, State of California, legally described as set forth in attached EXHIBIT A hereby incorporated by reference (hereinafter referred to as the "Property"); and

II. WHEREAS, all of the Property is located within the coastal zone as defined in § 30103 of the California Public Resources Code (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 the

THIS DOCUMENT SUPERSEDES AND REPLACES (1) THE DEED RESTRICTION RECORDED AS INSTRUMENT NO. 78-69946 ON JANUARY 18, 1978; AND (2) IRREVOCABLE OFFER TO DEDICATE RECORDED AS INSTRUMENT NO. 80-709137 ON JULY 25, 1980; BOTH OF THE OFFICIAL RECORDS OF LOS ANGELES COUNTY

northerly, measured at right angles to the northerly line of said Lot 21; thence along said Order Number: NCS-162859-SA1 Page Number: 9 parallel line South 10° 05' 30" west 120 feet; thence parallel with the northerly line of said vacated state highway south 79° 54' 30" east 61.15 feet to the easterly line of said Lot 85.

As shown as Parcel 2 on a Lot Line Adjustment recorded January 17, 1996 as Instrument No. 96-89720.

Except therefrom all metals and minerals, and all petroleum, natural gas and other hydrocarbon substances, and all surface deposits and subsoil products of any nature or character whatsoever, in, under or upon said land without, however, the right of surface entry, as reserved in the deed from Marblehead Land Company, recorded February 6, 1939 in Book 16402 page 95, Official Records.

Except therefrom all metals and minerals, and all petroleum, natural gas and other hydrocarbon substances, and all surface deposits and subsoil products of any nature or character whatsoever, in, under or upon said land without, however, the right of surface entry, as reserved in the deed from Marblehead Land Company, recorded August 31, 1938 in Book 15957 Page 342, Official Records.

RECORDING REQUESTED BY,
AND WHEN RECORDED, MAIL TO:
Buchalter Nemer Fields & Younger
18400 Von Karman Avenue
Suite 800
Irvine, California 92612
Attn: Adam R. Salis, Esq.

COPY of Document Recorded JUL 20 2005
05-1708855
Has not been compared with original
Original will be returned when
processing has been completed.
LOS ANGELES COUNTY REGISTRAR • RECORDER/COUNTY CLERK

4470-24-61,02

SPACE ABOVE LINE FOR RECORDER'S USE ONLY

AGREEMENT

THIS AGREEMENT is made as of June 30, 2005, by and among BARBARA J. PAGE, AS TRUSTEE OF THE CARVIN TRUST DATED MAY 10, 2002 ("Owner"), CALIFORNIA STATE COASTAL CONSERVANCY ("CSCC"), and MOUNTAINS RECREATION & CONSERVATION AUTHORITY, a public entity of the State of California ("MRCA").

Recitals

A. Owner is the fee simple owner of certain real property located in Malibu, California, commonly known as 31736 Broad Beach Road and legally described in Exhibit A attached hereto ("Property"). The Property is currently burdened with an irrevocable offer to dedicate ("Existing OTD") executed by and between W. Huston Lillard III (Owner's predecessor in interest) and the California Coastal Commission ("CCC") and recorded on July 25, 1980 as Instrument No. 80-709137 in the Official Records of Los Angeles County, California ("Official Records").

B. MRCA is the fee simple owner of certain real property immediately to the east of the Property, legally described in Exhibit B attached hereto ("Lot I").

C. Substantially concurrently with the execution of this Agreement, Owner and CCC are entering into that certain Irrevocable Offer to Dedicate Easement for Vertical Public Access and Declaration of Restrictions ("New OTD"), pursuant to which (among other things) Owner will be making a new offer to dedicate ("New Offer") an easement for public access over a portion of the Property located along its eastern boundary (immediately adjacent to the property line between the Property and Lot I), which New Offer shall replace and supersede the Existing OTD. The vertical access easement to be created by acceptance of the New Offer is referred to herein as the "Easement."

D. MRCA, CSCC and Owner have agreed to enter into this Agreement to balance Owner's private use of the Property with MRCA and CSCC's responsibilities and duties to provide public use of the Easement.

Agreement

NOW, THEREFORE, for a good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, the parties hereby agree as follows:

1. Acceptance of Offer to Dedicate. CSCC represents and warrants to Owner that it has the power and authority to accept the New Offer and to become the "Grantee" under the New OTD. Within ten (10) business days following the date of recordation of this Agreement, CSCC shall execute and deliver to Owner for recordation a Certificate of Acceptance in the form attached to the New OTD as Exhibit C ("Certificate"). CSCC authorizes and directs Owner to record the Certificate in the Official Records following Owners' receipt thereof from CSCC and Owner's receipt of an acknowledgement thereof duly executed by CCC as provided in the New OTD.

2. Erection of Fence. Within one hundred eighty (180) days following the Fence Trigger Date (defined below), subject to force majeure delays, MRCA shall cause the existing fence along the eastern boundary of the Property to be removed and, substantially concurrently with such removal, MRCA shall cause to be installed along the western boundary of the Easement a fence of approximately the same height as such existing fence. Such new fence shall be A-Omega fencing and covered with opaque black fence fabric to prevent pedestrians utilizing Lot I and the Easement from looking into the Property. MRCA shall take all reasonable measures to ensure that access to the Property from Lot I is restricted at all times during such construction and shall repair any damage to the Property occasioned by such fence removal and erection of new fencing. MRCA shall plant vines or other vegetation reasonably acceptable to Owner on the new fence. At such time as such vegetation grows to a sufficient extent to cover such fencing and block views to the Property, MRCA shall cause such fence fabric to be removed. CSCC and MRCA agree that they will not remove the existing fence unless and until they are prepared to construct the new fence. As used herein, the term "Fence Trigger Date" means the date on which all of the following shall have occurred: (i) Owner shall have recorded the New OTD and Certificate in the Official Records, (ii) MRCA and CSCC shall have obtained a Coastal permit (if same is required) to remove the existing fence and construct a new fence, and (iii) the period for challenge to the issuance of such permit shall have expired without a challenge being filed or any challenge which has timely been filed has been finally resolved. MRCA and CSCC agree to apply for a Coastal permit for said work (if required) within one hundred eighty (180) days after the date of recordation of the Certificate.

3. Retaining Wall. Within one hundred eighty (180) days following the Wall Trigger Date (defined below), subject to force majeure delays, MRCA shall cause a new retaining wall to be installed at or near the location designated on Exhibit C attached hereto, the exact location and specifications of which shall be based upon the recommendations of MRCA's engineer. Such location and specifications shall be subject to the prior written approval of Owner, which approval shall not be unreasonably withheld or delayed. As used herein, the term "Wall Trigger Date" means the date on which all of the following shall have occurred: (i) Owner shall have recorded the New OTD and Certificate in the Official Records, (ii) MRCA and CSCC shall have obtained a Coastal permit (if same is required) to construct said retaining wall (which permit may also encompass construction of new stairs within Lot I and the Easement), and (iii) the period for challenge to the issuance of such permit shall have expired without a challenge

being filed or any challenge which has timely been filed has been finally resolved. MRCA and CSCC agree to apply for a Coastal permit for said work (if required) within one hundred eighty (180) days after the date of recordation of the Certificate.

4. Porta Potties. MRCA and CSCC covenant and agree that no "porta potties" or other bathroom facilities shall be located within Lot I or within the Easement so long as Lot I and the Easement are used for pedestrian access to the beach.

5. Runs with Land. The rights and obligations of the parties created in this Agreement shall run with the land and shall inure to the benefit of and be binding upon Owner, CSCC, MRCA and their respective successors and assigns.

6. Injunctive and Declaratory Relief. In the event of any violation or threatened violation by CSCC or MRCA of any of the terms contained herein contained, in addition to any other remedies available to Owner at law, Owner shall have the right to seek any declaratory, injunctive or other equitable relief, and specifically enforce this Agreement, or restrain or enjoin a violation or breach of any provision hereof.

7. Notices. All notices, requests, demands and other communication given or required to be given hereunder shall be in writing and personally delivered or sent by United States registered mail, return receipt requested, or sent by nationally recognized courier service such as Federal Express. Any notice shall be duly addressed to the parties as follows:

To Owner: Carvin Trust
c/o Page and Associates
3500 W. Olive Avenue, Suite 300
Burbank, California 91505
Attention: Barbara J. Page, Trustee

To CSCC: California State Coastal Conservancy
1330 Broadway, 11th Floor
Oakland, California 94612-2530
Attn: Mr. Steve Horn, Deputy Executive Officer

To MRCA: Mountains Recreation & Conservation Authority
c/o Santa Monica Mountains Conservancy
570 West Avenue 26, Suite 100
Los Angeles, California 90065
Attn: Laurie C. Collins, Staff Counsel

Delivery of any notice or other communication hereunder shall be deemed made on the date of actual delivery thereof to the address of the addressee, if personally delivered, and on the date indicated in the return receipt or courier's records as the date of delivery or as the date of first attempted delivery, if sent by mail or courier service. Any party may change its address for purposes of this Section by giving notice to the other party as herein provided.

8. Governing Law. This Agreement shall be governed by the laws of the State of California.

9. Attorneys' Fees. In the event that any party brings an action to interpret or enforce any of the obligations created hereunder, or which otherwise arises out of this Agreement, whether sounding in contract or in tort, the party prevailing in said action shall be entitled to recover, in addition to such other relief as may be granted, its reasonable costs and expenses, including without limitation, attorneys' fees and costs.

10. Time of Essence. Time is of the essence with respect to the performance of each of the covenants contained in this Agreement.

11. Authority. Each of the individuals executing this Agreement on behalf of CSCC and MRCA, respectively, hereby represents and warrants to Owner that he or she has the authority to execute this Agreement on behalf of such entity and that, once executed by him or her, this Agreement shall be binding upon and enforceable against the party for whom he or she executed this Agreement.

12. Counterparts. This Assignment may be executed in counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been made and executed as of the date first above written.

"Owner":



BARBARA J. PAGE, AS TRUSTEE OF THE
CARVIN TRUST DATED MAY 10, 2002

"CSCC":

CALIFORNIA STATE COASTAL
CONSERVANCY

By:

Samuel Schuchat, Executive Officer

"MRCA":

MOUNTAINS RECREATION &
CONSERVATION AUTHORITY, a public entity
of the State of California

By:

Its:

[Printed Name and Title]

IN WITNESS WHEREOF, this Agreement has been made and executed as of the date first above written.

“Owner”:

BARBARA J. PAGE, AS TRUSTEE OF THE
CARVIN TRUST DATED MAY 10, 2002

“CSCC”:

CALIFORNIA STATE COASTAL
CONSERVANCY

By:



Samuel Schuchat, Executive Officer

“MRCA”:

MOUNTAINS RECREATION &
CONSERVATION AUTHORITY, a public entity
of the State of California

By: _____

Its: _____

[Printed Name and Title]

IN WITNESS WHEREOF, this Agreement has been made and executed as of the date first above written.

"Owner":

BARBARA J. PAGE, AS TRUSTEE OF THE
CARVIN TRUST DATED MAY 10, 2002

"CSCC":

CALIFORNIA STATE COASTAL
CONSERVANCY

By:

Samuel Schuchat, Executive Officer

"MRCA":

MOUNTAINS RECREATION &
CONSERVATION AUTHORITY, a public entity
of the State of California

By:

Rorie A. Skeel

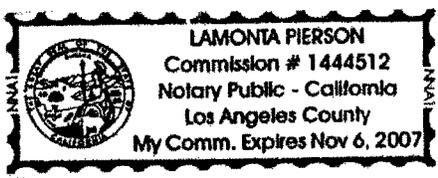
Its:

RORIE A. SKEEL, Chief Deputy Exec. Officer
[Printed Name and Title]

STATE OF California
COUNTY OF Los Angeles)ss

On July 7, 2005, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Barbara J. Page, 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.



Lamonta Pierson
NOTARY PUBLIC

STATE OF _____)
COUNTY OF _____)ss

On _____, before me, the undersigned, a Notary Public in and for said County and State, 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.

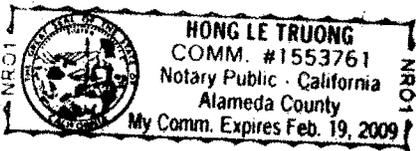
WITNESS my hand and official seal.

NOTARY PUBLIC

STATE OF California)
)ss
COUNTY OF Alameda)

On July 6th, 2005, before me, the undersigned, a Notary Public in and for said County and State, personally appeared SAMUEL SCHUCHAT, 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.



Hong Le Truong
NOTARY PUBLIC

STATE OF _____)
)ss
COUNTY OF _____)

On _____, before me, the undersigned, a Notary Public in and for said County and State, 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.

NOTARY PUBLIC

ALL-PURPOSE ACKNOWLEDGEMENT

State of California

County of Los Angeles } ss.

On July 5, 2005 before me, Shannon S. Murray
(DATE) (NOTARY)
personally appeared Rorie Skei
SIGNER(S)

personally known to me

- OR -

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Shannon Murray
NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgement to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER
- _____ TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Agreement
TITLE OR TYPE OF DOCUMENT

5 pgs. through signature pg.
NUMBER OF PAGES

6/30/05
DATE OF DOCUMENT

RIGHT THUMBPRINT
OF
SIGNER



SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

EXHIBIT A

Legal Description of Property

Real property in the City of Malibu, County of Los Angeles, State of California, described as follows:

Parcel 1:

Parcel 3 of Parcel Map No. 4358, Lots 82, 83, Lot H, Vacated State Highway adjoining Lot H and portions of Lots 21, 22, 85 and Vacated State Highway Adjoining Lot 21 of Tract No. 10630, in the City of Malibu, as per map filed in Book 101 Page 34 of Parcel Maps and recorded in Book 181 Pages 6 to 11, inclusive of Maps, respectively, in the office of the county recorder of said county, lying westerly and southerly of the following described line:

Beginning at the intersection of a line parallel with and 61.15 feet distant westerly, measured at right angles to the easterly line of said Lots 21, 22, 85 and their northerly prolongation with the northerly line of said vacated state highway, 20 feet wide, said line being parallel with and 20 feet northerly, measured at right angles to the northerly line of said Lot 21; thence along said parallel line south $10^{\circ} 05' 30''$ west 120.00 feet; thence parallel with the northerly line of said vacated state highway south $79^{\circ} 54' 30''$ east 61.15 feet to the easterly line of said Lot 85.

As shown as Parcel 1 on a Lot Line Adjustment recorded January 17, 1996 as Instrument No. 96-89720.

Except all metals and minerals, and all petroleum, natural gas and other hydrocarbon substances, and all surface deposits and subsoil products of any nature or character whatsoever, in, under or upon said land, and every part thereof, as contained in the deed from the Marblehead Land Company, a corporation, recorded September 18, 1940 in Book 17800 Page 273, Official Records. Except therefrom all metals and minerals, and all petroleum, natural gas and other hydrocarbon substances, and all surface deposits and subsoil products of any nature or character whatsoever, in, under or upon said land without, however, the right of surface entry, as reserved in the deed from Marblehead Land Company, recorded February 6, 1939 in Book 16402 page 95, Official Records.

Except all metals and minerals and all petroleum, natural gas and other hydrocarbon substances and all surface deposits and sub-soil products of any nature or character whatsoever, in, under or upon said land and every part thereof, but without the right of entry, as reserved in the deed from Marblehead Land Company, a corporation, recorded in Book 13337 Page 253, Official Records.

Parcel 2:

Those portions of Lots 21, 22, 85 and vacated state highway adjoining Lot 21 of Tract No. 10630, in the city of Malibu, as per map recorded in Book 181 Pages 6 to 11, inclusive of Maps, in the office of the county recorder of said county, lying easterly and northerly of the following described line:

EXHIBIT B

Legal Description of Lot I

Real property in the City of Malibu, County of Los Angeles, State of California,
described as follows:

Lot I of Tract No. 10630, in the City of Malibu, as per map filed in Book 101 Page 34 of
Parcel Maps and recorded in Book 181 Pages 6 to 11, inclusive of Maps, respectively, in the
office of the county recorder of said county.

EXHIBIT C

Depiction of Location of New Retaining Wall

[Attached]

LECHUZA BEACH

REDEDICATION CONCEPT FOR LOT 1

SITE ELEMENTS

- 1 BROAD BEACH ROAD PEDESTRIAN ACCESS
- 2 WIDENED AND REDIRECTED STAIRS TO BEACH
- 3 BROADED CABLE VINE SUPPORTS
- 4 RELOCATED EASEMENT
- 5 NEW RETAINING WALL
- 6 NAUTICAL TRELIS
- 7 NEW FENCE

