

## Representative Grant Deed for a Lechuza Lot (Tract 10630)

Grant Deed for west thirty (30) feet of Lot 148 Tract No. 10630 from Marblehead Land Company to Dorothy Brittingham recorded March 9, 1937.

### Granted Property Interests Granted

The west thirty (30) feet of Lot 148 tract 10630 together with an easement and right of way over, along and across Lots "A", "B", "U", "V", "E", "I", "M", "Q", "T", "C" of said Tract.

### Pertinent Property Interests Excepted and Reserved from Grant Deed

"An easement and/or right of way to the grantor and to its successors, assigns and all owners of lots in said tract and in such additional tracts as may be subdivided by grantor, its successors and assigns, in Lots 15, 16 and 17 of the Rancho Topanga Sequit as shown on Recorder's filed as Map No. 534, on file in the office of the Recorder of Los Angeles County. Said easement shall be used for pedestrian travel, bathing and recreational purposes and not for the purpose of camping, erecting tents, or buildings, landing or launching boats, or maintaining concessions or lighting fires. On Lots 124-139, inclusive, said easement shall include the southerly fifty feet (50') of each and all of said lots, being a strip of land fifty feet (50") in width, lying within said lots and bounded on the south by the southerly line of said lots, on the east by the easterly line of Lot 124, and on the west by the westerly line of Lot 139, as said lines are delineated on the recorded map and/or maps hereinabove referred to, and also all land that may now or hereafter be located between said lots and the ordinary high water mark of the Pacific Ocean."

"On Lots 141 to 159, inclusive, said easement shall include the southerly twenty-five feet (25") of each and all aforesaid lots, being a strip of land twenty-five (25") in width, lying within said Lots 141 to 159, inclusive, and bounded on the south by the southerly line of said lots, on the east by the westerly line of Lot 141, and on the west by the westerly line of Lot 159, as said lines are delineated on the recorded map and/or maps hereinabove referred to, and also all the land that may now or hereafter be located between said lots and the ordinary high water mark of the Pacific Ocean, except where said northerly line of said easement shall be at an elevation greater than five feet (5') above said ordinary high water mark line, in which event said five foot elevation line above said ordinary high water mark shall become the northerly line of said easement; provided, however, in no event shall said easement be less than ten feet (10') inland from said ordinary high water mark. Said easement shall include the whole of Lot 140 in said Tract."

Also excepted and reserved in the deed are "all littoral rights of the Grantor, his successors and assigns, in and to the land sold, and in and to the foreshore and

tidelands adjoining same, if any, and both as the owner of the land hereby sold and the land adjacent to and adjoining the land hereby sold, and known and described as the Rancho Topanga Malibu Sequit....”

And also excepted and reserved in the deed are “the right to construct, use and maintain, and all such littoral rights as may be necessary to construct, use and maintain forever, a pier or mole or breakwater harbor, or anchorage, boat landings, boat anchorage or casino, plunge, automobile parking lot, theatre, concessions, or other recreational structure or structures and the usual appurtenances thereto at such place or places as may be selected by Grantor, its successors or assigns at said tract in the vicinity of and southerly of Encinal Canyon, it being understood and agreed that Grantor shall reserve for itself, its successors and assigns and such persons as Grantor may designate, nominate or license an easement to pass over any and all private streets, walks, paths and steps in said tract for the purpose of gaining access to said aforesaid structure or structures, it being agreed that grantor, its successors and assigns shall have the right to maintain said structure or structures for business concessions, amusements or recreational purposes and to make reasonable charges for the use of said properties.”

#### Conditions on the Granted Property Interests

The conveyance was made and accepted subject to:

“The express condition that by acceptance of this conveyance the Grantees herein agree with the Grantor that the restrictions, covenants and conditions herein set forth or mentioned are known to the Grantees to be and are a part of a general plan for the improvement and development of all the lots situate in said Tract, and are for the benefit of said lots, and all thereof, and for each owner of any lot or lots in said Tract, and shall inure to and pass with said property and each and every parcel of land therein, and shall apply to and bind the respective successors in interest of the parties hereto, and are, and each thereof is, imposed upon said realty as a servitude in favor of said property and each and every parcel of land therein as dominant tenement or tenements; and”

Each and all covenants, easements, conditions, restrictions set forth in full in that certain Declaration of Protective Restrictions recorded September 23, 1932.

#### Property Interests Conveyed to MRCA

##### Fee

Lots 140, Lots 142-156 inclusive, Lot I, Lot U, Lot 76, that portion of Lot A located easterly of the southerly extension of the easterly property line of Lot I of Tract 10630 and westerly of the northerly extension of the most westerly property line of Lot 155 of Tract 10630

### Recreational Easement

An easement and/or right of way *in Lots 15, 16 and 17 of the Rancho Topanga Sequit as shown on Recorder's filed as Map No. 534\*\**, on file in the office of the Recorder of Los Angeles County. Said easement shall be used for pedestrian travel, bathing and recreational purposes and not for the purpose of camping, erecting tents, or buildings, landing or launching boats, or maintaining concessions or lighting fires. On Lots 124-139, inclusive, said easement shall include the southerly fifty feet (50') of each and all of said lots, being a strip of land fifty feet (50") in width, lying within said lots and bounded on the south by the southerly line of said lots, on the east by the easterly line of Lot 124, and on the west by the westerly line of Lot 139, as said lines are delineated on the recorded map and/or maps hereinabove referred to, and also all land that may now or hereafter be located between said lots and the ordinary high water mark of the Pacific Ocean.

On Lots 141 to 159, inclusive, said easement shall include the southerly twenty-five feet (25") of each and all aforesaid lots, being a strip of land twenty-five (25") in width, lying within said Lots 141 to 159, inclusive, and bounded on the south by the southerly line of said lots, on the east by the westerly line of Lot 141, and on the west by the westerly line of Lot 159, as said lines are delineated on the recorded map and/or maps hereinabove referred to, and also all the land that may now or hereafter be located between said lots and the ordinary high water mark of the Pacific Ocean, except where said northerly line of said easement shall be at an elevation greater than five feet (5') above said ordinary high water mark line, in which event said five foot elevation line above said ordinary high water mark shall become the northerly line of said easement; provided, however, in no event shall said easement be less than ten feet (10') inland from said ordinary high water mark. Said easement shall include the whole of Lot 140 in said Tract.

\*\* MRCA to confirm that the easement over the lots in italics continue to run with the land as an appurtenant easement and determine the location of these lots

### Utility Easement

Located at, in and under West Sea Level

### Easements over West and East Sea Level

West and East Sea Level are the paved portions of Lot A which were conveyed by Lechuza Villas West to Malibu Encinal Homeowners Association, Inc. (MEHOA) by quitclaim recorded September 4 2002. MEHOA took subject to all easements, servitudes, appurtenances, rights and interests conveyed to the MRCA.

MRCA was granted by Deed from Lechuza Villas West LP and recorded May 3, 2002 the following:

1. An easement to construct and/or control and maintain the existing pedestrian access gates on Lot A and install a new gate at northerly boundary line of West Sea Level.
2. The right to open the gates during daylight hours provided the gates are locked at night.
3. Non-exclusive easement for pedestrian ingress and egress during daylight hours to any and all properties owned by MRCA in the Tract.
4. Non-exclusive easement for ingress and egress for emergency, maintenance and service access.
5. Non-exclusive easement for vehicles driven or occupied by persons with disabilities. The specific location of the spaces shall be approved by Grantor and approval cannot be unreasonably withheld.
6. Non-exclusive easement for four parking spaces for disabled persons.

#### Other Real Property Interests

Lechuza Villas West LP obtained by quitclaim from The Adamson Companies and recorded in 1991, all easement, appurtenances, servitudes, rights and interests including without limitation reversionary rights excepted by Marblehead Land Company in the Declaration as to Establishment of Conditions, Restrictions, Covenants, Reservations, Liens and Charges Affecting Real Property recorded September 23, 1932 and reserved or accepted in the various grant deeds from Marblehead. Adamson is the successor in interest by deed from Marblehead dated November 29, 1970. Lechuza Villas West LP conveyed these interests to the MRCA only with respect to the properties acquired in fee by the MRCA.

#### Other Appurtenant Easements

An easement and right of way over, along and across Lots "A", "B", "U", "V", "E", "I", "M", "Q", "T", "C" of said Tract.

**Declaration as to Establishment of Conditions, Restrictions, Covenants, Reservations, Liens and Charges Affecting that Certain Real Property Known as Malibu Encinal** (recorded September 23, 1932)

Pertinent provisions

Section 2. Declaration of Restrictions may be modified by the owner of the reversionary rights and the owners of record of two-thirds of the area within 300 feet in any direction of the portion of the tract to be amended.

Section 3. HOA may provide for the upkeep, maintenance and purchase of all streets, walks, easements, reservations, community beach and/or community park.

Section 7. Lots are restricted to one single family residence only.

Section 8. No buoy and barge, pier, wharf, groin or other structures extending across the herein mentioned easements above the line of the ordinary high water mark or extending into the Pacific Ocean may be built and/or maintained except as otherwise herein provided.

Section 10. No signs may be placed or erected except by permission of the Architectural Committee as to form, content and appearance.

Section 13. No hedge nor fence may be maintained of a height greater than 4 feet above natural grade. No wall or patio wall shall be erected to a height greater than seven feet above natural grade.

Section 17. No outhouses.

Section 24. Fires shall not be allowed on beach southerly of northerly line of the easement on the beach and in no event unless in fire pits.

Section 26. No swine, fowl, reptiles and wild animals except household pets shall be kept on any part of the property. No horses, unleashed dogs, asses and horned animals shall be permitted to run at large thereon.

Section 28. Restates the recreation easement over lots 124-159.

Section 29. Breach of any of the conditions shall cause the realty to revert to Grantor or successors.

Section 30. The right and power to interpret and enforce the restrictions are conferred upon the HOA and the Architectural Committee as the articles and by-laws of said Association shall provide.