Supplemental Council Agenda Report

To: Mayor Farrer and the Honorable Members of the City Council

Prepared by: Trevor Rusin, Assistant City Attorney

On behalf of: Reva Feldman, City Manager

Date prepared: December 2, 2019 Meeting date: December 9, 2019

Subject: Authorize acceptance of transfer of 2.3 acres from Malibu Development Company, LLC (MDC) and modification of easement agreement with MDC in accordance with La Paz development agreement

RECOMMENDED ACTION: Adopt Resolution No. 19-55 conditionally authorizing the acceptance of the Grant Deed conveying Parcel C identified in Development Agreement dated November 10, 2008, from Malibu Development Company, LLC, (MDC) to the City, approving an Easement Agreement between the City and MDC, and finding the same exempt from the California Environmental Quality Act

FISCAL IMPACT: There are no negative fiscal impacts of the recommended action. The City will acquire title to Parcel C which may entail limited maintenance costs, but such costs will be outweighed by the value of the property itself. In exchange for the easements, Malibu MDC will assume the cost of building and maintaining a road to Parcel C and indemnify the City for liability arising from use of the easements. Without the agreement the City would have to bear undetermined costs to construct access to its property and assume ordinary liability attendant to property ownership.

DISCUSSION: On November 10, 2008, the City approved a development agreement related to the property located at 23465 Civic Center Way where the original developer was granted a .20 FAR in exchange for a number of public benefits, including (1) conveying 2.3 acres in the civic center (Parcel C) to the City, (2) a $500,000 payment to the City, (3) a pedestrian and bike path through the project connecting to Civic Center Way, and (4) dedication of a trail segment fronting Civic Center Way.

Acceptance of Transfer of Parcel C

MDC, the owner of the Property, now seeks to transfer Parcel C to the City as required by the Development Agreement. Pursuant to Government Code section 27281, the City
must formally accept conveyances of an interest in real estate before such conveyances can be recorded. As such, the attached resolution accepts the conveyance of Parcel C and authorizes the City Manager to execute any documents necessary to consummate the transfer.

MDC is required to provide the City with clean title to Parcel C. To this end, First American Title Insurance Company is prepared to issue the attached ALTA title insurance policy to the City (Exhibit B). Currently easements exist over Parcel C which grant the property immediately north and adjacent to Parcel C easements to construct driveways/roadways (including utility and storm water easements) over Parcels A, B, and/or C. Prior to the transfer of Parcel C these easements will be removed pursuant to the attached quitclaim deed (Exhibit C). They will be replaced by a single easement over the western portion of Parcel C where La Paz Lane is to be constructed by MDC. The City will take title subject to this nonexclusive easement, which is described in Exhibit 2 to Resolution No. 19-55 (La Paz Easement Agreement) and is pictured below:
Pursuant to the City’s Easement Agreement with MDC, which is an exhibit to the Staff Report attached hereto as Exhibit D, the City has agreed to grant a nonexclusive easement to MDC for the purpose of constructing an access road for both the La Paz project and Parcel C. This easement is proposed to be modified slightly, as pictured below and described in the following section. In exchange for this easement MDC agreed to build and maintain the access road or reimburse the City for the cost of doing so. It also will assume liability for the condition of the access road and indemnify the City against any liability arising from its use of the access road, including liability arising from injuries to third parties (unless the damages are due to the gross negligence or willful misconduct of the City).

EXHIBIT 'B-2'
SKETCH OF DESCRIPTION

If staff’s recommendation is adopted, after the quitclaim deed and La Paz Easement Agreement are deposited in escrow, a copy of this resolution and a certificate of acceptance signed by the City Manager will be similarly deposited in escrow which will allow the Grant Deed transferring Parcel C (attached hereto Exhibit 1 to Resolution No. 19-55) to be recorded when it is deposited by MDC, after the quitclaim deed and La Paz Easement Agreement are recorded. At that point the City will also receive the $500,000 required by the Development Agreement.
Approval of Modified Easement Agreement with MDC

The principle modifications to the City's Easement Agreement with MDC do the following: (1) add the revocable easement area depicted above, (2) adjust the easement area slightly as depicted by L6 and L7 above, (3) require MDC to construct a pedestrian pathway along the western edge of the easement, and (4) specify underground utilities are to be installed in a location, form and manner approved by the City.

The changes allow the City to require La Paz Lane to be constructed all the way to the adjacent property line to the north and provide more specifics about what utilities may be installed in La Paz Lane. The adjustment depicted by L6 and L7 slightly modifies the easement to facilitate the construction of a road along the southern boundary of Parcel C. This shared road will be on MDC's property and was needed to facilitate the removal of the easements over Parcel C that are being removed by the quitclaim deed.

The requirement that MDC construct the pedestrian pathway along the western property line of Parcel C was added at the City's request. MDC agreed to construct the pathway, on the condition that the City assume liability arising solely from use of the pedestrian pathway after it is completed. The pathway will provide safe pedestrian access to Parcel C without travelling through Parcel's A or B.

The Easement Agreement will only take effect if MDC conveys Parcel C and $500,000 to the City in accordance with the Development Agreement.

ATTACHMENTS/EXHIBITS:

1. Attachment 1 (Resolution No. 19-55)
2. Exhibit A (Parcel C)
3. Exhibit B (ALTA Policy)
4. Exhibit C (Quitclaim Deed)
5. Exhibit D (September 12, 2016 Staff Report including City's Easement Agreement with MDC)
Attachment 1

(Resolution No. 19-55)
RESOLUTION NO. 19-55


The City Council of the City of Malibu does hereby find, order and resolve as follows:

SECTION 1. Recitals.

A. On or about November 10, 2008, the City entered into a Development Agreement with Malibu La Paz Ranch, LLC, related to the property located at 3700 La Paz Lane, which was modified as suggested by the California Coastal Commission on May 10, 2010. Pursuant to this Development Agreement, the proposed project was approved for a .20 FAR in exchange for certain public benefits, including the conveying of 2.3 acres in the civic center (Parcel C) to the City and payment of $500,000 to the City; and

B. Malibu Development Company, LLC (MDC) purchased the project and requested easements from the City, defined in the attached Easement Agreement; and

C. The easements, as described in the Easement Agreement, allow (1) temporary use of Parcel C for construction staging and landscaping purposes, and (2) permanent access over a portion of Parcel C, as defined in Exhibit B2 to the Easement Agreement, contingent upon MDC constructing, or paying for, an access road over the easement, assuming responsibility for maintenance of said road, and indemnifying the City against any liability arising from its use of the access road; and

D. The Easement Agreement will be signed and placed in escrow, not to take effect unless and until Parcel C is transferred to the City and the City receives the $500,000 payment due under the development agreement.

SECTION 2. The City Council hereby approves and authorizes the acceptance of the Grant Deed attached hereto as Exhibit 1, from Malibu Development Company LLC, transferring Parcel C, as referenced in Development Agreement dated November 10, 2008, to the City. Acceptance is conditioned upon Malibu Development Company LLC providing clean title to Parcel C—no easements or encumbrances shall remain on the property with the exception of the easement described in Exhibit 2 to this resolution. As found in the adoption of the Development Agreement, the acquisition of Parcel C is consistent with the objectives, policies, general land uses and programs specified in the General Plan. The proposed acquisition will serve to enhance the Malibu General Plan Mission Statement and preserve Malibu’s natural and cultural resources.
SECTION 3. The City Manager is authorized on behalf of the City to execute any and all documents necessary to consummate the acceptance of the Grant Deed conveying Parcel C to the City including the agreement specified in Section 1.

SECTION 4. The City Council also hereby approves the Easement Agreement, attached hereto as Exhibit 3, subject to the following conditions:

1. Upon signature, the Easement Agreement shall be deposited in escrow not to take effect, be released or recorded unless and until all conditions herein listed are met; and
2. Clean title to Parcel C is conveyed to the City pursuant to the Development Agreement—no easements or encumbrances shall remain on the property with the exception of the easement described in Exhibit 2 to this resolution; and
3. The City has received payment of $500,000 as required by the Development Agreement

SECTION 5. Environmental Review

Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) the City Council has analyzed the acquisition of Parcel C. The City Council has found that the acquisition of Parcel C and the approval of the Easement Agreement (and grant of easements therein) are exempt from the provisions of CEQA pursuant to State CEQA Guidelines section 15061(b)(3) as there is no possibility the act of acquiring this property or granting these easements may have a significant effect on the environment. The La Paz project was analyzed in a certified EIR and this action does not change that approved and vested development right in any manner. In addition, the owner of the property currently holds the easement rights that are to be granted. Finally, and alternatively, the acquisition of Parcel C is exempt from CEQA pursuant to CEQA Guidelines sections 15316 (transfer of land to establish park) and 15325 (transfer of land for open space or park purposes).

SECTION 6. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions and cause the Grant Deed to be recorded in the Office of the County Recorder.

PASSED, APPROVED, and ADOPTED this 9th day of December 2019.

KAREN FARRER, Mayor

ATTEST:

HEATHER GLASER, City Clerk
(seal)
APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEYS OFFICE
CHRISTI HOGIN, City Attorney
Resolution No. 19-55

Exhibit 1
RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Malibu
23825 Stuart Ranch Road
Malibu, CA 90265

APN 4458-022-023 & 024 (Above Space For Recorder’s Use Only)

GRANT DEED

No Fee Per Government Code 6103

City of Malibu
County of Los Angeles

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, MALIBU DEVELOPMENT COMPANY LLC, a Delaware limited liability company, pursuant to Section 66428(a)(2) of the Subdivision Map Act, hereby GRANTS to CITY OF MALIBU, a Municipal Corporation ("Grantee"), that certain real property (the "Property") which is more particularly described on Exhibit A, and shown graphically on Exhibit B, which are attached hereto and made a part hereof, together with, all and singular, the tenements, hereditaments, easements, rights-of-way and appurtenances belonging or in anywise appertaining to the same, and the improvements thereon.

The Property is conveyed to Grantee subject to all matters of record, all applicable zoning and building ordinances and land use regulations, all parties in possession, non-delinquent real property taxes, and all matters that would be disclosed by a survey or physical inspection of such Property.

[SIGNATURE APPEARS ON THE FOLLOWING PAGE]
Dated: _________, 2019

MALIBU DEVELOPMENT COMPANY LLC,
a Delaware limited liability company

By: Malibu Investment Company LLC,
a Delaware limited liability company,
its Managing Member

By: _______________________

Bryan Gordon, CEO

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of _______________ )

On ______________, 2019, before me, ____________________________, Notary Public, personally appeared ____________________________, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature______________________________ (Seal)
EXHIBIT “A” TO DEED

LEGAL DESCRIPTION OF REAL PROPERTY

That portion of the Rancho Topanga Malibu Sequit, in the City of Malibu, County of Los Angeles, State of California, as confirmed to Matthew Keller by Patent recorded in Book 1, Page 407, et seq. of Patents, in the Office of the County Recorder, described as follows:

Commencing at the most northerly corner of the land described in the Deed to Jacob Dekker, recorded in Book 22063, Page 104 of Official Records of said County; thence along the northeasterly line of said land of Dekker, South 36°09’22” East a distance of 357.36 feet to the Point of Beginning; thence along the easterly line of said land of Dekker,

1st South 19°41’00” East a distance of 555.00 feet to angle point in the west line of Parcel 1 of Certificate of Compliance 98-01, recorded May 19, 1998 as Instrument No. 98-638333 of Official Records of said County; thence along said west line,

2nd South 21°36’25” East a distance of 425.91 feet; thence,

3rd North 75°41’35” East a distance of 35.29 feet; thence along a line parallel with and distant 35.00 feet easterly of the west line of said Parcel 1,

4th North 21°36’25” West a distance of 429.81 feet; thence along a line parallel with and distant 35.00 feet easterly of the northeast line of said land of Dekker,

5th North 19°41’00” West a distance of 330.00 feet; thence,

6th North 02°41’21” East a distance of 36.08 feet; thence,

7th North 24°12’24” East a distance of 172.87 feet to a point on a non-tangent curve concave northwesterly with a radius of 396.00 feet, a radial line to the center of said curve bears North 37°27’19” West; thence along said curve;

8th Northeasterly through a central angle of 40°52’23” an arc distance of 282.49 feet to the beginning of a non-tangent curve concave southeasterly with a radius of 352.51 feet, a radial line to the center of said curve bears South 62°15’03” East; thence along said curve,

9th Northeasterly through a central angle of 22°04’56” an arc distance of 135.86 feet; thence leaving said curve along a non-tangent line,

10th North 39°41’39” West a distance of 78.04 feet to an angle point in the northwest boundary of Parcel 2 of Certificate of Compliance 99-03, recorded June 8, 1999 as Instrument No. 99-1040533 of Official Records of said County; thence along said northwest boundary,

11th South 42°39’46” West a distance of 535.43 feet to the Point of Beginning.

Except the southerly 30.00 feet of said land condemned for road purposes by decree recorded on May 02, 1962 in Book D1601, Page 166 of Official Records of said County.

Containing 100,000 square feet or 2.30 acres of land and shown on the attached Exhibit "B".

EXHIBIT A
EXHIBIT "B"

APN 4458-024-006
NOT A PART
NWLY LINE
SHALHOUB

MOST W ESTERLY
CORNER OF PARCEL
2 OF CC 99-03 PER
INST. #99-1040533

APN 4458-022-025
NOT A PART

APN 4458-022-019
NOT A PART

MOST NL Y COR.
DEKKER

SWL Y LINE BARBEE

APN 4458-022-026
NOT A PART

MOST W ESTERLY
CORNER OF PARCEL
2 OF CC 99-03 PER
INST. #99-1040533

APN 4458-022-025
NOT A PART

SW COR.
WILLIAMS

APN 4458-022-019
NOT A PART

POB

WEST LINE OF
PARCEL 2 OF CC 99-03

APN 4458-022-002
NOT A PART

APN 4458-022-030
NOT A PART

APN 4458-022-106
NOT A PART

WEST LINE OF PARCEL 1
OF CC 98-01 PER
INST. #98-838333 AND PARCEL
GRANTED TO CITY

CIVIC CENTER WAY

250' 125' 0' 125' 250'

GRAPHIC SCALE

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RADIAL LINE TABLE

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<td>B4</td>
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LEGEND

POB POINT OF BEGINNING

PARCEL LINE

SCALE: 1" = 250'

DRAWN BY: TMH
CHECKED BY: CN
DATE: MAY 29, 2019
LA PAZ EASEMENT AGREEMENT

This LA PAZ EASEMENT AGREEMENT ("Agreement") is made effective as of the ___ day of __________, 2019, by and between MALIBU DEVELOPMENT COMPANY, LLC, a Delaware limited liability company ("Grantor" or "MDC") and MALIBU SENIOR HOUSING LLC, a California limited liability company ("Grantee"). Grantor and Grantee may hereinafter each be referred to as a "Party" and may collectively be referred to as the "Parties."

Recitals

A. Grantor owns that certain real property located in the County of Los Angeles, State of California, as more particularly described on Exhibit A-1 attached hereto and incorporated in this Agreement by reference (the "Grantor Property").

B. Grantee owns that certain real property located in the County of Los Angeles, State of California, as more particularly described on Exhibit B attached hereto and incorporated in this Agreement by reference (the "Grantee Property").

C. Subsequent to the recordation of this Agreement, Grantor will dedicate that certain portion of the Grantor Property designated as "Parcel C" on Exhibit A-2 attached hereto ("Parcel C") to the City of Malibu (the "City"). As of the recordation of this Agreement, Grantor is the owner of Parcel C. Grantor will retain and is the owner of those portions of the Grantor Property designated as "Parcel A" and "Parcel B" on Exhibit A-2 attached hereto.

D. Grantor desires to grant and Grantee desires to obtain an access easement over Grantor Property on the terms and conditions hereinafter set forth in this Agreement.

NOW, THEREFORE, in consideration of the recitals above and the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Agreement

1. Access Easement.

   (a) Grantor hereby grants and conveys to Grantee, and its successors and assigns as owners of any or all of the Grantee Property, and Grantee hereby accepts from Grantor, a
nonexclusive perpetual access easement, right and privilege over, under and across the portion of
Grantor Property (the “La Paz Easement”) more particularly described on Exhibit C attached
hereeto and incorporated into this Agreement by reference, for access, ingress and egress to and
from the Grantee Property for the purposes of (i) providing pedestrian access to and from the
Grantee Property; (ii) installing and maintaining an improved shared road of twenty-six feet (26’)
in width (known as the “La Paz Lane Roadway”), which the Parties intend will be built in
accordance with the requirements and standards established by the City for the purpose of
providing a vehicular access road for the Grantor Property (including Parcel C) and the Grantee
Property; (iii) installing and maintaining certain surface fire hydrants and subsurface fire safety
installations required by any governmental authority with valid jurisdiction to the extent that
such fire hydrants or fire safety installations cannot be placed on the Grantee Property and all
subsurface utilities beneath the La Paz Easement necessary for the future development on the
Grantee Property, and in accordance with the terms and conditions set forth below in Section 2
of this Agreement (collectively, the "Utilities"); (iv) drainage as more specifically set forth in
Section 3 of this Agreement; and (v) landscaping, hardscaping, structural roadway support (if
necessary) and lighting to be located in the fourteen foot (14’) wide area of the La Paz Easement
outside of the La Paz Lane Roadway.

(b) The La Paz Easement area extends from Civic Center Way to the southern border
of the Grantee Property, with a width of forty feet (40’); provided, however, that the La Paz Lane
Roadway shall have a width of twenty-six feet (26’) and the easement for landscaping,
hardscaping, structural roadway support (if necessary) and lighting will be located in the fourteen
foot (14’) wide area of the La Paz Easement outside of the La Paz Lane Roadway.

(c) The improvements that Grantee is entitled to access, install, maintain and/or
benefit from pursuant to the La Paz Easement as set forth in Section 1(a) and Section 1(b) of
this Agreement (the “La Paz Easement Improvements”) are set forth in a separate Construction and
Cost Sharing Agreement between MDC and Grantee that will be recorded in the Official Records
of Los Angeles County, California (the “Construction and Cost Sharing Agreement”). The
Construction and Cost Sharing Agreement is expressly not incorporated by reference into this
Agreement; provided, however, Grantor and Grantee acknowledge and agree that with respect
to (i) the La Paz Easement Improvements that MDC is obligated to construct under the
Construction and Cost Sharing Agreement that MDC does not construct for any reason,
including the non-satisfaction of any Condition Precedent (as that term is defined in the
Construction and Cost Sharing Agreement), and (ii) the La Paz Easement Improvements that
MDC is not obligated to construct and MSH has the right to construct under the Construction and
Cost Sharing Agreement, the easement rights granted in this Agreement shall also include
Grantee’s right (but not the obligation) to design, install, construct and maintain the shared road
improvements, all Utilities, drainage, landscaping, hardscaping, structural roadway support and
lighting in accordance with the requirements and standards established by the City, and the
applicable provisions of the Construction and Cost Sharing Agreement, including Sections 3.4,
3.5, 3.6, 3.8 and 4.1 thereof.

(d) In addition to the La Paz Easement Improvements, Grantee acknowledges that
MDC intends to install some or all of the following features in the La Paz Easement area, in
conjunction with the commercial development that MDC intends to construct on the Grantor
Property (the "MDC Development"): landscaping, hardscaping, lighting, a pedestrian pathway,
a skate path, drive aisles, curbs, ramps, fire hydrants and subsurface utilities. Notwithstanding
the foregoing, MDC covenants that it will not construct any parking spaces or buildings within
the La Paz Easement area. Grantee further acknowledges and agrees that MDC intends to
construct a drop-off zone adjacent to the La Paz Easement area on the easterly side, which will
allow vehicles using the La Paz Lane Roadway to turn into such drop-off zone for the purpose of
dropping off passengers into the common area of the MDC Development (the “Drop-off Zone”);
provided, however, that such Drop-off Zone shall not overburden the La Paz Lane Roadway so
as to unreasonably interfere with Grantee’s access easement rights as set forth in this Agreement.
Grantor covenants that it will direct Uber, Lyft and similar transportation network companies to
designate pick-up spots outside of the La Paz Easement area and the Drop-off Zone.

2. Utilities Easements. The Utilities for which easements are granted pursuant to this
Agreement shall include the following specified Utilities and the Utilities easements shall be
subject to the following additional terms and conditions:

(a) The Utilities shall include gas, sewer, storm drains, fire water, recycled water,
electrical, communications including telecommunications and internet, cable television, and
domestic water.

(b) The easements for the Utilities are expressly limited to subsurface Utilities
(including, without limitation, subsurface fire safety installations) beneath the La Paz Lane
Roadway, except (i) for surface fire hydrants required by any governmental authority with valid
jurisdiction to the extent that such installations cannot be placed on the Grantee Property, which
hydrants shall have an unobstructed clearance in compliance with Los Angeles County Fire
Department regulations, and (ii) that the gas line referenced in Section 2(a) above will be located
in the fourteen foot (14’) wide area of the La Paz Easement outside of the La Paz Lane Roadway.

(c) Grantee and Grantor acknowledge that each of the City (and any subsequent
owner of Parcel C) Grantee and MDC reserves the right to install any and all other subsurface
utilities in the La Paz Easement area.

3. Drainage Easement. Grantor hereby grants and conveys to Grantee, and its successors
and assigns as owners of any or all of the Grantee Property, and Grantee hereby accepts from
Grantor, a nonexclusive drainage easement (“Drainage Easement”) on the Grantor Property
subject to the following terms and conditions:

(a) During the period of time that neither the development on the Grantee Property
(the “Grantee Development”) nor the MDC Development has been completed, the Drainage
Easement shall be limited to the right to allow rain water to sheet flow from the Grantee Property
on, over, across, under and through the Grantor Property.

(b) After the completion of the MDC Development, but prior to the completion of
the Grantee Development, the Drainage Easement shall be limited to the right to allow rain water
to drain to one or more drainage berms to be constructed on the Grantor Property (the “Grantor
Berms”) that will direct the water to storm drains located under the roadway known as La Paz
Lane (the “La Paz Lane Storm Drains”).

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(c) After the completion of the Grantee Development, but prior to the completion of
the MDC Development, the Drainage Easement shall be limited to the right to allow treated rain
water to be directed from the drainage and water treatment facilities to be constructed on the
Grantee Property (the “Grantee Drainage Facilities”) into the storm drains on the Grantor
Property.

(d) After completion of both the MDC Development and the Grantee Development,
the Drainage Easement shall be limited to the right to allow rain water to drain from the Grantee
Drainage Facilities to the La Paz Lane Storm Drains.

(e) Grantee acknowledges and agrees that, if constructed, the Grantee Drainage
Facilities must be designed and constructed in a fashion such that they will be compatible with
the Grantor Berms and the La Paz Lane Storm Drains. Grantor shall cooperate with Grantee to
provide Grantee with such information and documents reasonably necessary for Grantee to
comply with this covenant.

(f) In all events, from and after the completion of the Grantee Development, all water
draining from the Grantee Development into the Drainage Easement area shall be treated in the
Grantee Drainage Facilities in accordance with the requirements of applicable law prior to entry
onto the Grantor Property.

4. MDC hereby covenants to install at its sole cost and expense a sign at the entrance to
the Grantor Development adjacent to Civic Center Way, which will include the address and
name of the Grantee Development that will be substantially equivalent to the address and name
included for the Grantor Development and the development to be built on Parcel C in terms of
size, color, visibility and in all other material respects. Such signage will be separate from the
monument signage for the Grantor Development.

5. Grantee Insurance. Prior to entering onto the Grantor Property, Grantee, at its sole
cost and expense, shall procure and maintain in effect a commercial general liability insurance
policy with a financially responsible insurance company (which must have at least a Best’s rating
of A-:VII), covering the activities of Grantee on the Grantor Property. Grantee shall deliver to
Grantor a certificate of insurance, with the appropriate additional insured endorsements for the
additional insured parties specified below in this paragraph, for the commercial general liability
insurance policy prior to the time that Grantee initiates the construction of improvements on the
Grantee Property. Such insurance policy shall have a per occurrence limit of at least One
Million and No/100 Dollars ($1,000,000.00) and an aggregate limit of at least Three Million and
No/100 Dollars ($3,000,000.00), shall name MDC and the City as additional insured parties, and
shall contain a full waiver of subrogation clause.

6. No Parking on Grantor Property. Grantee and Grantor each covenant to each other
that neither Party shall allow any of its respective employees or invitees, to park in the La Paz
Easement area while visiting or otherwise occupying the Grantor Property or the Grantee
Property, as applicable. Additionally, Grantee covenants to Grantor that it shall not allow any of
its employees or invitees to park on any other portion of the Grantor Property while visiting the
Grantee Property. For the avoidance of doubt, nothing in this paragraph shall limit Grantor's
right to maintain the Drop-off Zone pursuant to the terms and conditions set forth above in Section 1(d).

7. **Indemnification.** Each of Grantor and Grantee shall indemnify, defend and hold harmless the other party and its respective affiliates, officers, directors, members, partners, shareholders, lenders, attorneys, employees, agents, contractors, successors and assigns (collectively, the "**Indemnified Parties**") from and against any and all obligations, liabilities, claims, demands, suits, liens, encumbrances, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and costs) relating to use of the portions of the Grantor Property encumbered by the easements granted in this Agreement, including, without limitation, for loss of or damage to property and for injuries to or death of any person (including, without limitation, the agents and employees of each of the Indemnified Parties) when related to, arising from or resulting from the acts or omissions of the indemnifying party and/or their agents, contractors, officers, directors, attorneys, invitees and employees (each, a "**Claim**"), unless such Claim is due to the negligence or willful misconduct of any of the Indemnified Parties.

8. **Recordation.** This Agreement shall be recorded in the Official Records of Los Angeles County, California.

9. **Time of Essence.** Time is of the essence in this Agreement.

10. **Compliance.** The Parties agree to comply with all rules, regulations, statutes, and ordinances of all governmental entities lawfully asserting jurisdiction over the Grantee Property and the Grantor Property or activities conducted thereon (collectively, "**Ordinance**"). In the event that there is a conflict between any Ordinance and this Agreement, the requirements of the Ordinance shall prevail.

11. **Attorneys' Fees.** In the event of any controversy, claim or dispute relating to this Agreement or the breach of this Agreement, the prevailing party shall be entitled to recover from the losing party, in addition to any other relief that may be granted, reasonable expenses, attorneys' fees and costs.

12. **Binding Effect.** The La Paz Easement shall run upon, over, and across the Grantor Property and shall run with the land, and the La Paz Easement and this Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their successors, transferees and assigns, except as otherwise provided in this Agreement.

13. **Captions.** The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions of this Agreement and shall not affect the construction or interpretation of any of its provisions.

14. **Amendment.** This Agreement may not be modified, changed, supplemented, superseded, canceled or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the parties hereto.

15. **Counterparts.** This Agreement may be signed in counterpart by the parties hereto, and the signature pages and accompanying acknowledgments of all parties may thereafter be assembled as a single Agreement for recordation purposes, creating a fully executed Agreement,
enforceable against the parties thereto.

Signature Pages to Follow
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

"GRANTOR"

By: ___________________________
Its: ___________________________
Date: _________________________

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of _________ )

On ________________________, 2019, before me, ________________________, a Notary Public, personally appeared ________________________, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ______________________ (Seal)
"GRANTEE"

By: ________________________________

Its: ________________________________

Date: ________________________________

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of ________

On __________________________, 2019, before me, __________________________, a Notary Public, personally appeared ____________________________, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ____________________________ (Seal)
EXHIBIT A

Legal Description of the Grantor Property
LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF MALIBU, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1:

A PARCEL OF LAND BEING A PORTION OF THE RANCHO TOPANGA MALIBU SEQUIT, IN THE CITY OF MALIBU, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS CONFIRMED TO MATTHEW KELLER BY PATENT RECORDED IN BOOK 1 PAGE 407 ET SEQ., OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF THE LAND DESCRIBED IN THE Deed TO JACOB DEKKER, RECORDED IN BOOK 22063 PAGE 104 OFFICIAL RECORDS; THENCE ALONG THE NORTHEASTERLY LINE OF SAID LAND OF DEKKER; SOUTH 36° 09' 22" EAST 357.36 FEET AND SOUTH 19° 41' 00" EAST 325.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 63° 14' 00" EAST 195 FEET; THENCE NORTH 12° 30' 00" EAST 100.00 FEET; THENCE NORTH 87° 12' 36" EAST 218.37 FEET TO THE WESTERLY LINE OF THE LAND DESCRIBED IN THE Deed FROM NANCY T. MANDEL TO GENERAL TELEPHONE COMPANY OF CALIFORNIA RECORDED APRIL 18, 1969 AS INSTRUMENT NO. 1046 OFFICIAL RECORDS; THENCE ALONG SAID WESTERLY LINE; SOUTH 10° 15' 10" EAST 615.00 FEET TO AN ANGLE POINT; THENCE SOUTH 02° 32' 55" WEST 131.25 FEET; THENCE LEAVING SAID WESTERLY LINE, SOUTH 75° 41' 35" WEST 292.25 FEET; THENCE NORTH 21° 36' 25" WEST 425.91 FEET TO THE NORTHEASTERLY LINE OF SAID LAND OF JACOB DEKKER; THENCE ALONG SAID NORTHEASTERLY LINE, NORTH 19° 41' 00" WEST 230.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THE SOUTHERLY 30 FEET OF SAID LAND CONDEMNED FOR ROAD PURPOSES, BY DECREE RECORDED MAY 2, 1962 IN BOOK D1601 PAGE 166, OFFICIAL RECORDS.
LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF MALIBU, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 2:

A PARCEL OF LAND BEING A PORTION OF THE RANCHO TOPANGA MALIBU SEQUIT, IN THE CITY OF MALIBU, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS CONFIRMED TO MATTHEW KELLER BY PATENT RECORDED IN BOOK 1 PAGE 407 ET SEQ., OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF THE LAND DESCRIBED IN DEED TO ROBERT WILLIAMS, RECORDED DECEMBER 3, 1945 AS INSTRUMENT NO. 243 IN BOOK 22499 PAGE 181 OFFICIAL RECORDS; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LAND, NORTH 36° 50' 43" EAST 214.36 FEET TO THE SOUTHWESTERLY LINE OF THE LAND DESCRIBED IN DEED TO ALGERNON K. BARBEE, RECORDED IN BOOK 21317 PAGE 119 OFFICIAL RECORDS; THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 46° 39' 53" WEST 528.03 FEET TO THE NORTHWESTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO JOSEPH A. SHALHOUB, RECORDED IN BOOK 19985 PAGE 226 OFFICIAL RECORDS; THENCE ALONG SAID NORTHWESTERLY LINE, SOUTH 42° 36' 00" WEST 525.04 FEET; THENCE SOUTH 47° 24' 00" EAST 300.00 FEET; THENCE SOUTH 42° 39' 46" WEST 535.43 FEET TO THE NORTHEASTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO JACOB DEKKER, RECORDED IN BOOK 22063 PAGE 104 OFFICIAL RECORDS DISTANT SOUTH 36° 09' 22" EAST 357.36 FEET FROM THE MOST NORTHERLY CORNER OF SAID LAND; THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE OF SAID LAND SOUTH 19° 41' 00" EAST 325.00 FEET; THENCE NORTH 63° 14' 00" EAST 195.00 FEET; THENCE NORTH 12° 30' 00" EAST 100.00 FEET; THENCE NORTH 87° 12' 36" EAST 218.37 FEET TO THE MOST WESTERLY LINE OF THE LAND DESCRIBED IN THE DEED FROM NANCY T. MANDEL TO THE GENERAL TELEPHONE COMPANY OF CALIFORNIA, RECORDED APRIL 18, 1969 AS INSTRUMENT NO. 1046; THENCE ALONG SAID MOST WESTERLY LINE NORTH 10° 15' 10" WEST 16.61 FEET; THENCE ALONG THE NORTHERLY LINE OF SAID GENERAL TELEPHONE COMPANY OF CALIFORNIA PARCEL NORTH 79° 54' 50" EAST 170.92 FEET; THENCE NORTH 03° 31' 20" WEST 313.57 FEET; THENCE ALONG THE LAND OF SAID SHALHOUB SOUTH 17° 54' 55" WEST 77.85 FEET TO THE SOUTHWESTERLY LINE OF SAID LAND OF ROBERT WILLIAMS; THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 46° 40' 53" WEST 106 FEET TO THE POINT OF BEGINNING.

NOTE: SEE SHEET 2 FOR SKETCH OF DESCRIPTION
EXHIBIT “A-2”

(Legal Description of Parcel A)

That portion of the Rancho Topanga Malibu Sequit, in the City of Malibu, County of Los Angeles, State of California, as confirmed to Matthew Keller by Patent recorded in Book 1, Page 407, et seq. of Patents, in the Office of the County Recorder, described as follows:

Commencing at the most northerly corner of the land described in the Deed to Jacob Dekker, recorded in Book 22063, Page 104 of Official Records of said County; thence along the northeasterly line of said land of Dekker, South 36°09'22" East a distance of 357.36 feet to the most westerly corner of Parcel 2 of Certificate of Compliance 99-03 recorded June 8, 1999 as Instrument No. 99-1040533 of Official Records of said County and the most westerly corner of the land described in the grant deed to the City of Malibu recorded as Instrument No. ___________________ of Official Records of said County; thence along the westerly line of said Parcel 2 of Certificate of Compliance 99-03 and the land described in the grant deed to the city and the westerly line of Parcel 1 of Certificate of Compliance 98-01 recorded May 19, 1998 as Instrument No. 98-838333 of Official Records of said County, South 19°41'00" East a distance of 555.00 feet; thence along said westerly line of the land described in the grant deed to the city and said westerly line of Parcel 1 of Certificate of Compliance 98-01, South 21°36'25" East a distance of 425.91 feet; thence North 75°41'35" East a distance of 35.29 feet to the Point of Beginning; thence continue,

1st North 75°41'35" East a distance of 256.96 feet to the southerly prolongation of the easterly line of said Parcel 1 of Certificate of Compliance 98-01 and westerly line of the land described in the Deed from Nancy T. Mandel to General Telephone Company of California recorded as Document No. 1046 on April 18, 1969, of Official Records of said County; thence along said prolongation and said easterly line of Parcel 1 and westerly line of the land of General Telephone Company of California,

2nd North 02°32'55" East a distance of 131.25 feet; thence continue along said easterly line of Parcel 1 and the easterly line of said Parcel 2 of Certificate of Compliance 99-03 and said westerly line of the land of General Telephone Company of California,

3rd North 10°15'10" West a distance of 631.61 feet to the northwest corner of said land of General Telephone Company of California; thence,

4th South 79°44'50" West a distance of 9.00 feet; thence,

5th North 46°42'58" West a distance of 89.20 feet; thence,

6th North 18°55'27" West a distance of 76.68 feet; thence,

7th South 79°33'58" West a distance of 244.64 feet to an angle point in the southeasterly boundary of said Grant Deed to the City of Malibu, thence along the southeast line thereof the following courses:

8th South 24°12'24" West a distance of 172.87 feet; thence,

9th South 02°41'21" West a distance of 36.08 feet to an angle point in the easterly boundary of said Grant Deed to the City of Malibu; thence along said east line the following courses:

10th South 19°41'00" East a distance of 330.00 feet; thence,

11th South 21°36'25" East a distance of 429.81 feet to the Point of Beginning.
Except the southerly 30.00 feet of said land condemned for road purposes by decree recorded on May 02, 1962 in book D1601, Page 166 of Official Records of said County.

Containing 314,302 square feet or 7.22 acres of land.

The above described parcel is shown on the attached "Exhibit 'A-2' – Sketch of Parcel A" and by reference made a part thereof.

Chris Nelson, PLS 6385  Date
EXHIBIT “A-2”  
(Legal Description of Parcel B)

That portion of the Rancho Topanga Malibu Sequit, in the City of Malibu, County of Los Angeles, State of California, as confirmed to Matthew Keller by Patent recorded in Book 1, Page 407, et seq. of Patents, in the Office of the County Recorder, described as follows:

Commencing at the most northerly corner of the land described in the Deed to Jacob Dekker, recorded in Book 22063, Page 104 of Official Records of said County; thence along the northeasterly line of said land of Dekker, South 36°09'22" East a distance of 357.36 feet to the most westerly corner of the land described in the grant deed to the City of Malibu recorded as Instrument No. ___________________________ of Official Records of said County; thence along the northwest line thereof North 42°39'46" East a distance of 535.43 feet to an angle point in the northwest boundary of Parcel 2 of Certificate of Compliance 99-03 recorded June 8, 1999 as Instrument No. 99-1040533 of Official Records of said county and the Point of Beginning; thence along the boundary of said Parcel 2, the following courses,

1st  North 47°24'00" West a distance of 300.00 feet; thence,
2nd  North 42°36'00" East a distance of 252.04 feet; thence,
3rd  South 46°40'53" East a distance of 528.03 feet; thence,
4th  South 36°50'43" West a distance of 214.36 feet; thence,
5th  South 46°40'53" East a distance of 106.00 feet; thence,
6th  North 17°54'55" East a distance of 77.85 feet; thence,
7th  South 03°31'20" East a distance of 313.57 feet; thence,
8th  South 79°44'50" West a distance of 170.92 feet to an angle point in the boundary of said Parcel 2 and the northwest corner of Deed to General Telephone Company of California, recorded April 18, 1969 as Document No. 1046 of Official Records of said County; thence departing the boundary of said Parcel 2,

9th  South 79°44'50" West a distance of 9.00 feet; thence,
10th North 46°42'58" West a distance of 89.20 feet; thence,
11th North 18°55'27" West a distance of 76.68 feet; thence,
12th South 79°33'58" West a distance of 244.64 feet to a point on a non-tangent curve concave northwesterly with a radius of 396.00 feet, a radial line to the center of said curve bears North 37°27'19" West, said point being an angle point in the southeasterly boundary of said Grant Deed to the City of Malibu; thence along said southeasterly boundary and said curve,

13th  Northeasterly through a central angle of 40°52'23" an arc distance of 282.49 feet to the beginning of a non-tangent curve concave southeasterly with a radius of 352.51 feet, a radial line to the center of said curve bears South 62°15'03" East; thence along said southeasterly boundary along said curve,

14th  Northeasterly through a central angle of 22°04'56" an arc distance of 135.86 feet; thence leaving said curve along a non-tangent line and along said southeasterly boundary,
15th North 39°41'39" West a distance of 78.04 feet to the **Point of Beginning**

Containing 251,700 square feet or 5.78 acres of land.

The above described parcel is shown on the attached "Exhibit 'B' – Sketch of Parcel B" and by reference made a part thereof.

---

Chris Nelson, PLS 6385  
Date
EXHIBIT "A-2"

SKETCH OF PARCEL B

SCALE: 1" = 250'

DRAWN BY: TMH
CHECKED BY: CN
DATE: MAY 2, 2018


DRAWING NUMBER 14-3206

Chris Nelson P.L.S. 6385

NOT A PART
APN 4458-024-06
NWLY LINE SHALHOB

NOT A PART
APN 4458-024-25
SWLY LINE BARTEE

NOT A PART
APN 4458-022-025
PARCEL GRANTED TO CITY OF MALIBU PER INST. #

NOT A PART
APN 4458-022-022-002

POB POINT OF BEGINNING
PARCEL LINE

CIVIC CENTER WAY
D1601/166 O.R.

GRAPHIC SCALE

LINE TABLE
LINE LENGTH BEARING
L1 300.00 N47°24'00"W
L2 252.04 N42°36'00"E
L3 528.03 S46°40'53"E
L4 214.36 S36°50'43"W
L5 106.00 S46°40'53"E
L6 77.85 N17°54'55"E
L7 313.57 S03°31'20"E
L8 179.92 S79°44'50"W
L9 89.20 N46°52'58"W
L10 76.68 N18°55'27"W
L11 244.64 S79°33'58"W
L12 78.04 N39°41'39"W

CURVE TABLE
CURVE DELTA LENGTH RADIUS
C1 40°52'23" 282.49 396.00
C2 22°04'56" 135.86 352.51

RADIAL LINE TABLE
LINE BEARING
B1 N37°27'19"W
B2 N78°19'42"W
B3 S62°15'03"E
B4 S40°10'07"E

STATE OF CALIFORNIA

PROFESSIONAL LAND SURVEYOR
N.O. 6385

Chris Nelson

251,700 SQ. FT.
OR 5.78 AC.

MOST WESTERLY CORNER OF PARCEL 2 OF CC 99-03 PER INST. #99-104053
AND OF PARCEL GRANTED TO THE CITY OF MALIBU PER INST. #

WEST LINE OF PARCEL 2 OF CC 99-03 AND PARCEL GRANTED TO CITY

MOST NLY COR. DEKKER

LINE TABLE
LINE LENGTH BEARING
L1 300.00 N47°24'00"W
L2 252.04 N42°36'00"E
L3 528.03 S46°40'53"E
L4 214.36 S36°50'43"W
L5 106.00 S46°40'53"E
L6 77.85 N17°54'55"E
L7 313.57 S03°31'20"E
L8 179.92 S79°44'50"W
L9 89.20 N46°52'58"W
L10 76.68 N18°55'27"W
L11 244.64 S79°33'58"W
L12 78.04 N39°41'39"W

CURVE TABLE
CURVE DELTA LENGTH RADIUS
C1 40°52'23" 282.49 396.00
C2 22°04'56" 135.86 352.51

RADIAL LINE TABLE
LINE BEARING
B1 N37°27'19"W
B2 N78°19'42"W
B3 S62°15'03"E
B4 S40°10'07"E
EXHIBIT “A-2”
(Legal Description of Parcel C)

That portion of the Rancho Topanga Malibu Sequit, in the City of Malibu, County of Los Angeles, State of California, as confirmed to Matthew Keller by Patent recorded in Book 1, Page 407, et seq. of Patents, in the Office of the County Recorder, described as follows:

Commencing at the most northerly corner of the land described in the Deed to Jacob Dekker, recorded in Book 22063, Page 104 of Official Records of said County; thence along the northeasterly line of said land of Dekker, South 36°09'22" East a distance of 357.36 feet to the Point of Beginning; thence along the easterly line of said land of Dekker,

1st  South 19°41'00" East a distance of 555.00 feet to angle point in the west line of Parcel 1 of Certificate of Compliance 98-01, recorded May 19, 1998 as Instrument No. 98-838333 of Official Records of said County; thence along said west line,

2nd  South 21°36'25" East a distance of 425.91 feet; thence,

3rd  North 75°41'35" East a distance of 35.29 feet; thence along a line parallel with and distant 35.00 feet easterly of the west line of said Parcel 1,

4th  North 21°36'25" West a distance of 429.81 feet; thence along a line parallel with and distant 35.00 feet easterly of the northeast line of said land of Dekker,

5th  North 19°41'00" West a distance of 330.00 feet; thence,

6th  North 02°41'21" East a distance of 36.08 feet; thence,

7th  North 24°12'24" East a distance of 172.87 feet to a point on a non-tangent curve concave northwesterly with a radius of 396.00 feet, a radial line to the center of said curve bears North 37°27'19" West; thence along said curve;

8th  Northeasterly through a central angle of 40°52'23" an arc distance of 282.49 feet to the beginning of a non-tangent curve concave southeasterly with a radius of 352.51 feet, a radial line to the center of said curve bears South 62°15'03" East; thence along said curve,

9th  Northeasterly through a central angle of 22°04'56" an arc distance of 135.86 feet; thence leaving said curve along a non-tangent line,

10th North 39°41'39" West a distance of 78.04 feet to an angle point in the northwest boundary of Parcel 2 of Certificate of Compliance 99-03, recorded June 8, 1999 as Instrument No. 99-1040533 of Official Records of said County; thence along said northwest boundary,

11th South 42°39'46" West a distance of 535.43 feet to the Point of Beginning.

Except the southerly 30.00 feet of said land condemned for road purposes by decree recorded on May 02, 1962 in Book D1601, Page 166 of Official Records of said County.

Containing 100,000 square feet or 2.30 acres of land.
The above described parcel is shown on the attached "Sketch of Description" and by reference made a part thereof.

Chris Nelson, PLS 6385

Date
EXHIBIT "A-2"

SKETCH OF PARCEL C

APN 4458-024-06
NOT A PART
NWLY LINE
SHALHOUH

APN 4458-022-05
NOT A PART
SWLY LINE BARBEE

APN 4458-022-26
NOT A PART

MOST WESTERLY
CORNER OF PARCEL
2 OF CC 99-03 PER
INST. #99-1040533

APN 4458-022-019
NOT A PART

WEST LINE OF PARCEL 2 OF CC 99-03

APN 4458-022-904
NOT A PART

WEST LINE OF PARCEL 1
OF CC 98-01 PER INST.
#98-838333 AND PARCEL
GRANTED TO CITY

CIVIC CENTER WAY

CURVE TABLE
CURVE DELTA LENGTH RADIUS
C1 40'52'23" 282.49 396.00
C2 22'04'56" 135.86 352.51

RADIAL LINE TABLE
LINE BEARING
B1 N37°27'19"W
B2 N78°19'42"W
B3 S62°15'03"E
B4 S40°10'07"E

CURVE
DELTA
LENGTH
RADIUS
C1 40'52'23" 282.49 396.00
C2 22'04'56" 135.86 352.51

SCALE: 1" = 250'

SHEET No. 1 OF 1

DRAWN BY: TMH
CHECKED BY: CN
DATE: MAY 2, 2018

CHRISS NELSON P.L.S. 6385

CHRISS NELSON & ASSOCIATES, INC.

19050 YEALE ROAD SUITE 101
WALNUT CA 91789
TEL: 909-685-8185  FAX: 909-685-8189

CHRISS D. NELSON
PROFESSIONAL LAND SURVEYOR
STATE OF CALIFORNIA

14-3206
EXHIBIT B

Legal Description of the Grantee Property
A parcel of land being a portion of the Rancho Topanga Malibu Sequit, in the City of Malibu, County of Los Angeles, State of California, as confirmed to Matthew Keller by Patent recorded in Book 1 Page 407, et seq. of Patents, in the office of the county recorder of said county described as follows:

Beginning at a point on the northwesterly line of the land described in the deed to Joseph A. Shalhoub, recorded in Book 19985 Page 226, of Official Records of said county, distant South 42°36'00" West 252.04 feet from the intersection of said northwesterly line with the southwesterly line of the land described in the deed to Algernon K. Barbee, recorded in Book 21317 Page 119 of Official Records of said county; thence along said northwesterly line South 42°36'00" West 330.00 feet and South 63°13'35" West 145.04 feet to the northeast corner of the land described in the deed to Jacob Dekker, recorded in Book 22063 Page 104, of Official Records of said county; thence along the northeasterly line of said land of Jacob Dekker South 36°09'22" East 357.36 feet; thence North 42°39'46" East 535.43 feet; thence North 47°24'00" West 300.00 feet to the Point of Beginning.

The above described parcel is shown on the attached “Exhibit B - Sketch of Description” and by reference made a part thereof.

Chris Nelson

06-21-18

Chris Nelson, PLS 6385

Date
EXHIBIT C

Legal Description of the Access Easement
DESCRIPTION:

THAT PORTION OF THE RANCHO TOPANGA MALIBU SEQUIT, IN THE CITY OF MALIBU, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS CONFIRMED TO MATTHEW KELLER BY PATENT RECORDED IN BOOK 1, PAGE 407, ET SEQ. OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO JACOB DEKKER, RECORDED IN BOOK 22063, PAGE 104 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE NORTHEASTERLY LINE OF SAID LAND OF DEKKER, SOUTH 36°09'22" EAST A DISTANCE OF 357.36 FEET TO THE POINT OF BEGINNING;

THENCE ALONG THE EASTERY LINE OF SAID LAND OF DEKKER,

1ST SOUTH 19°41'00" EAST A DISTANCE OF 555.00 FEET TO AN ANGLE POINT IN THE WEST LINE OF PARCEL 1 OF CERTIFICATE OF COMPLIANCE 98-01, RECORDED MAY 19, 1998 AS INSTRUMENT NO. 98-838333 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID WEST LINE,

2ND SOUTH 21°36'25" EAST A DISTANCE OF 395.66 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF CIVIC CENTER WAY (60' R/W); THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE,

3RD NORTH 75°41'35" EAST A DISTANCE OF 40.33 FEET; THENCE ALONG A LINE PARALLEL WITH AND DISTANT 40.00 FEET EASTERLY OF THE WEST LINE OF SAID PARCEL 1,

4TH NORTH 21°36'25" WEST A DISTANCE OF 400.12 FEET; THENCE ALONG A LINE PARALLEL WITH AND DISTANT 40.00 FEET EASTERLY OF THE NORTHEAST LINE OF SAID LAND OF DEKKER,

5TH NORTH 19°41'00" WEST A DISTANCE OF 342.06 FEET; THENCE;

6TH NORTH 02°41'21" EAST A DISTANCE OF 22.95 FEET; THENCE;

7TH NORTH 24°12'24" EAST A DISTANCE OF 26.27 FEET; THENCE;

8TH SOUTH 0°01'00" WEST A DISTANCE OF 26.98 FEET TO AN INTERSECTION WITH SAID LINE PARALLEL WITH AND DISTANT 40.00 FEET EASTERLY OF THE NORTHEAST LINE OF SAID LAND OF DEKKER, THENCE ALONG SAID PARALLEL LINE,

9TH NORTH 19°41'00" WEST A DISTANCE OF 192.97 FEET TO AN INTERSECTION WITH THE WEST BOUNDARY OF PARCEL 2 OF CERTIFICATE OF COMPLIANCE 99-03, RECORDED JUNE 8, 1999 AS INSTRUMENT NO. 99-1040533 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID WEST BOUNDARY,

10TH SOUTH 42°39'46" WEST A DISTANCE OF 45.15 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 38,953 SQ. FT. OR 0.89 ACRES OF LAND.

THE ABOVE DESCRIBED PARCEL IS SHOWN ON THE ATTACHED "SKETCH OF DESCRIPTION" AND BY REFERENCE MADE A PART THEREOF.

CHRIS NELSON, PLS 6385 DATE

NOTE: SEE SHEET 2 OF 2 SHEETS FOR SKETCH
LINE TABLE

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NOTE: SEE SHEET 1 OF 2 SHEETS FOR DESCRIPTION
Resolution No. 19-55

Exhibit 3
ACCESS, UTILITIES AND CONSTRUCTION EASEMENT AGREEMENT

This ACCESS, UTILITIES AND CONSTRUCTION EASEMENT AGREEMENT ("Agreement") is made effective as of the ___ day of ____, 2018, by and between CITY OF MALIBU ("Grantor" or "City") and MALIBU DEVELOPMENT COMPANY, LLC, a Delaware limited liability company ("Grantee").

Recitals

A. Grantee owns or owned that certain real property located in the County of Los Angeles, State of California, as more particularly described on Exhibit A attached hereto and incorporated in this Agreement by reference (the "Property").

B. Malibu Senior Housing LLC ("Adjacent Property Owner") is the owner of the real property located in the County of Los Angeles, State of California, as more particularly described on Exhibit E attached hereto, and located at 3700 La Paz Lane, Malibu, California ("Adjacent Property").

C. Immediately prior to the recordation of this Agreement, Grantee dedicated that certain portion of the Property designated as "Parcel C" on Exhibit A attached hereto ("Parcel C") to Grantor. As of the recordation of this Agreement, Grantor is the owner of Parcel C. Grantee has retained and is the owner of those portions of the Property designated as "Parcel A" and "Parcel B" on Exhibit A attached hereto (the "Grantee Property").

D. Grantor desires to grant and Grantee desires to obtain certain easements over Parcel C on the terms and conditions hereinafter set forth in this Agreement.

NOW, THEREFORE, in consideration of the recitals above and the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Agreement

1. Access Easement. Grantor hereby grants and conveys to Grantee and its successors and assigns as owners of any or all of the Grantee Property, and Grantee hereby accepts from Grantor, a nonexclusive perpetual access easement, right and privilege over and across Parcel C (the "Access Easement") as more particularly described on Exhibit B attached hereto and incorporated into this Agreement by reference, for access, ingress and egress to and from the
Grantee Property and Adjacent Property, as applicable, for the purposes of (i) providing vehicular and pedestrian access to and from the Grantee Property, (ii) providing construction access for the La Paz Lane Construction up to the Adjacent Property, (iii) constructing, installing and maintaining certain street improvements, utilities, and drainage infrastructure improvements pursuant to and in accordance with the requirements and standards established by the City of Malibu for the purpose of providing an improved shared road, landscaping and pedestrian pathway (known as “La Paz Lane”) which shall serve as a vehicular access road for Parcel C and the Grantee Property, and the Adjacent Property and a pedestrian pathway to Parcel C (the “La Paz Lane Construction”), and (iv) constructing, installing and maintaining certain curb cuts to, in and on La Paz Lane as may be necessary to provide adequate access to surface and subterranean parking and delivery areas on the Grantee Property (the “Curb Cuts Construction”), together with the La Paz Lane Construction, the “Construction Work”). No other aboveground or underground structures, ramps, parking lots or other improvements shall be located on Parcel C except pursuant to (iii) above utility lines of the type identified in Exhibit C may be installed underground in a location, form and manner approved by the City in its sole discretion. This Access Easement is contingent upon Grantee constructing and maintaining La Paz Lane and the Construction Work in a safe condition and as reasonably required by the City. Notwithstanding the foregoing, the Grantor may revoke the portion of the Access Easement from the Grantee Property to the Adjacent Property, as more particularly described on Exhibit B, upon 30 days notice to Grantee. Should the City perform any or all of the Construction Work, in lieu of constructing La Paz Lane, Grantee shall reimburse the City for the costs of the Construction Work. The payment in lieu of constructing La Paz Lane option shall expire eight years from the date the City commences the Construction Work, or five years from the date Grantee pulls building permits for construction on the Grantee Property, whichever is later in time. Grantee has no obligation to perform the Construction Work, but should it fail to construct La Paz Lane, per section (ii) above, or reimburse the City for the costs of the Construction Work, within eight years from the date the City commences the Construction Work, or five years from the date Grantee pulls building permits for construction on the Grantee Property, whichever is later in time, the Access Easement shall terminate. Further, should Grantee fail to commence maintenance work requested by the City in writing, per above, within 30 days of such request, and complete it within a reasonable time, the City may complete the maintenance work, which Grantee shall reimburse with a 20 percent penalty plus interest at 10 percent interest compounded monthly. If Grantee fails to perform the maintenance work, Grantee shall waive the right to challenge the City’s request to reimburse the City for its completion of the maintenance work. All Construction Work and maintenance of La Paz Lane shall be subject to written approval by the City, not to be unreasonably withheld.

2. Construction Easement. Grantor hereby grants to Grantee, and its successors and assigns as owners of any or all of the Grantee Property, and Grantee hereby accepts from Grantor a nonexclusive temporary easement, right and privilege over and across Parcel C, as depicted on the parcel map attached hereto as Exhibit D and incorporated in this Agreement by reference (the “Construction Easement” and together with the Access Easement, the “Easements”), for access, ingress and egress to and from the Grantee Property for the purposes of (i) accessing Parcel C for staging purposes in connection with the Construction Work (as defined in Paragraph 1 above) and the construction of improvements to be developed by Grantee on Parcels A and B and (ii) landscaping and maintaining temporary improvements on Parcel C. The Construction Easement shall automatically expire on the day on which Grantor breaks ground or
commences construction of improvements on Parcel C (the “Construction Easement Termination Date”).

3. Indemnification. Grantee shall indemnify, defend and hold harmless Grantor and its respective affiliates, officers, directors, partners, shareholders, attorneys, employees, agents, contractors, successors and assigns (collectively, the “Indemnified Parties”) from and against any and all obligations, liabilities, claims, demands, suits, liens, encumbrances, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and costs) relating to the Construction Work, use of the Easements or La Paz Lane (excepting liability arising solely from use of the pedestrian pathway after it is completed), or breaches of this Agreement, including for loss of or damage to property, including, without limitation, the property on which the Easements are located and the property of each of the Indemnified Parties, and for injuries to or death of any person (including, without limitation, the agents and employees of each of the Indemnified Parties) when related to, arising from or resulting from the acts or omissions of Grantee and/or their agents, contractors, officers, directors, attorneys, invitees and employees (including, but not limited, to Claims related to the condition of the Easements or La Paz Lane) (each, a “Claim”), unless such Claim is due to the gross negligence or willful misconduct of any of the Indemnified Parties. This obligation will apply whether or not any such Claim is groundless or later found to be invalid. The obligations under this Section 3 shall survive the expiration or earlier termination of this Agreement.

4. Insurance. At all times during the term of this Agreement, Grantee, at its sole cost and expense, shall procure and maintain in effect a commercial general liability insurance policy with a financially responsible insurance company reasonably acceptable to Grantor (which must have at least a Best’s rating of A-:VII), covering (i) the activities of Grantee on Parcel C, and (ii) the indemnity obligations of Grantee set forth in this Agreement. Grantee shall deliver to Grantor a certificate of insurance for the commercial general liability insurance policy prior to commencing the performance of the Construction Work. Such insurance policy shall have a per occurrence limit of at least One Million and No/100 Dollars ($1,000,000.00 and an aggregate limit of at least Three Million and No/100 Dollars ($3,000,000.00), shall name Grantor as an additional insured, shall be primary and non-contributing with any other insurance available to Grantor and shall contain a full waiver of subrogation clause.

5. Duty to Repair, Restore or Replace. Prior to commencement of Construction Work or construction on Grantee Property, by Grantee, Grantee shall submit to the City a Grading and Restoration Plan for Parcel C subject to written approval by the City Planning Director, not to be unreasonably withheld. Within five (5) days prior to the Construction Easement Termination Date but in no event sooner than sixty (60) days following Grantee’s receipt of written notice from Grantor of the Construction Easement Termination Date, Grantee shall remove Grantee's movable personal property from Parcel C and restore Parcel C pursuant to the Grading and Restoration Plan.

6. Recordation. This Agreement shall be recorded in the Official Records of Los Angeles County, California. Upon the Termination Date, Grantee shall execute and record at its sole cost and expense a quitclaim deed evidencing the termination of the Construction Easement and releasing its interests therein.
7. **Joint and Several.** All agreements and obligations of Grantee hereunder shall be joint and several agreements.

8. **Time of Essence.** Time is of the essence in this Agreement.

9. **Attorneys' Fees.** In the event of any controversy, claim or dispute relating to this Agreement or the breach of this Agreement, the prevailing party shall be entitled to recover from the losing party, in addition to any other relief that may be granted, reasonable expenses, attorneys' fees and costs.

10. **Binding Effect.** The Easements shall run upon, over, and across Parcel C and shall run with the land, and the Easements and this Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their successors, transferees and assigns, except as otherwise provided in this Agreement.

11. **Captions.** The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions of this Agreement, and shall not affect the construction or interpretation of any of its provisions.

12. **Amendment.** This Agreement may not be modified, changed, supplemented, superseded, canceled or terminated (unless terminated as provided herein), nor may any obligations hereunder be waived, except by written instrument signed by the parties hereto.

13. **Prior Agreement.** This Agreement supersedes and replaces that Access and Construction Easement Agreement between Grantor and Grantee executed by the City on September 15, 2016.

14. **Counterparts.** This Agreement may be signed in counterpart by the parties hereto, and the signature pages and accompanying acknowledgments of all parties may thereafter be assembled as a single Agreement for recordation purposes, creating a fully executed Agreement, enforceable against the parties thereto.

*Signature Pages to Follow*
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

"GRANTOR"

By: ________________________________
Its: ________________________________
Date: ______________________________

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  )
County of _________ )

On _____________________________, 2018, before me, ____________________________, a Notary Public, personally appeared ____________________________, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ____________________________ (Seal)
"GRANTEE"

By: ____________________________

Its: ____________________________

Date: ____________________________

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  )

County of ________ )

On ________________________, 2018, before me, ________________________, a Notary Public, personally appeared ________________________, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ____________________________ (Seal)
EXHIBIT A

Legal Description of the Property
EXHIBIT "A"
(Legal Description of Parcel A)

That portion of the Rancho Topanga Malibu Sequit, in the City of Malibu, County of Los Angeles, State of California, as confirmed to Matthew Keller by Patent recorded in Book 1, Page 407, et seq. of Patents, in the Office of the County Recorder, described as follows:

Commencing at the most northerly corner of the land described in the Deed to Jacob Dekker, recorded in Book 22063, Page 104 of Official Records of said County; thence along the northeasterly line of said land of Dekker, South 36°09'22" East a distance of 357.36 feet to the most westerly corner of Parcel 2 of Certificate of Compliance 99-03 recorded June 8, 1999 as Instrument No. 99-1040533 of Official Records of said County and the most westerly corner of the land described in the grant deed to the City of Malibu recorded as Instrument No. ______________ of Official Records of said County; thence along the westerly line of said Parcel 2 of Certificate of Compliance 99-03 and the land described in the grant deed to the city and the westerly line of Parcel 1 of Certificate of Compliance 98-01 recorded May 19, 1998 as Instrument No. 98-838333 of Official Records of said County, South 19°41'00" East a distance of 555.00 feet; thence along said westerly line of the land described in the grant deed to the city and said westerly line of Parcel 1 of Certificate of Compliance 98-01, South 21°36'25" East a distance of 425.91 feet; thence North 75°41'35" East a distance of 35.29 feet to the Point of Beginning; thence continue,

1st  North 75°41'35" East a distance of 256.96 feet to the southerly prolongation of the easterly line of said Parcel 1 of Certificate of Compliance 98-01 and westerly line of the land described in the Deed from Nancy T. Mandel to General Telephone Company of California recorded as Document No. 1046 on April 18, 1969, of Official Records of said County; thence along said prolongation and said easterly line of Parcel 1 and westerly line of the land of General Telephone Company of California,

2nd  North 02°32'55" East a distance of 131.25 feet; thence continue along said easterly line of Parcel 1 and the easterly line of said Parcel 2 of Certificate of Compliance 99-03 and said westerly line of the land of General Telephone Company of California,

3rd  North 10°15'10" West a distance of 631.61 feet to the northwest corner of said land of General Telephone Company of California; thence,

4th  South 79°44'50" West a distance of 9.00 feet; thence,

5th  North 46°42'58" West a distance of 89.20 feet; thence,

6th  North 18°55'27" West a distance of 76.68 feet; thence,

7th  South 79°33'58" West a distance of 244.64 feet to an angle point in the southeasterly boundary of said Grant Deed to the City of Malibu, thence along the southeast line thereof the following courses:

8th  South 24°12'24" West a distance of 172.87 feet; thence,

9th  South 02°41'21" West a distance of 36.08 feet to an angle point in the easterly boundary of said Grant Deed to the City of Malibu; thence along said east line the following courses:

10th South 19°41'00" East a distance of 330.00 feet; thence,

11th South 21°36'25" East a distance of 429.81 feet to the Point of Beginning.
Except the southerly 30.00 feet of said land condemned for road purposes by decree recorded on May 02, 1962 in book D1601, Page 166 of Official Records of said County.

Containing 314,302 square feet or 7.22 acres of land.

The above described parcel is shown on the attached "Exhibit 'B' – Sketch of Parcel A" and by reference made a part thereof.

Chris Nelson, PLS 6385  Date
EXHIBIT “A”
(Legal Description of Parcel B)

That portion of the Rancho Topanga Malibu Sequit, in the City of Malibu, County of Los Angeles, State of California, as confirmed to Matthew Keller by Patent recorded in Book 1, Page 407, et seq. of Patents, in the Office of the County Recorder, described as follows:

Commencing at the most northerly corner of the land described in the Deed to Jacob Dekker, recorded in Book 22063, Page 104 of Official Records of said County; thence along the northeasterly line of said land of Dekker, South 36°09'22” East a distance of 357.36 feet to the most westerly corner of the land described in the grant deed to the City of Malibu recorded as Instrument No. ___________________________ of Official Records of said County; thence along the northwest line thereof North 42°39'46” East a distance of 535.43 feet to an angle point in the northwest boundary of Parcel 2 of Certificate of Compliance 99-03 recorded June 8, 1999 as Instrument No. 99-1040533 of Official Records of said county and the Point of Beginning; thence along the boundary of said Parcel 2, the following courses,

1st  North 47°24'00” West a distance of 300.00 feet; thence,
2nd  North 42°36'00” East a distance of 252.04 feet; thence,
3rd  South 46°40'53” East a distance of 528.03 feet; thence,
4th  South 36°50'43” West a distance of 214.36 feet; thence,
5th  South 46°40'53” East a distance of 106.00 feet; thence,
6th  North 17°54'55” East a distance of 77.85 feet; thence,
7th  South 03°31'20” West a distance of 313.57 feet; thence,
8th  South 79°44'50” West a distance of 170.92 feet to an angle point in the boundary of said Parcel 2 and the northwest corner of Deed to General Telephone Company of California, recorded April 18, 1969 as Document No. 1046 of Official Records of said County; thence departing the boundary of said Parcel 2,

9th  South 79°44'50” West a distance of 9.00 feet; thence,
10th North 46°42'58” West a distance of 89.20 feet; thence,
11th North 18°55'27” West a distance of 76.68 feet; thence,
12th South 79°33'58” West a distance of 244.64 feet to a point on a non-tangent curve concave northwesterly with a radius of 396.00 feet, a radial line to the center of said curve bears North 37°27'19” West, said point being an angle point in the southeasterly boundary of said Grant Deed to the City of Malibu; thence along said southeasterly boundary and said curve,

13th  Northeasterly through a central angle of 40°52'23” an arc distance of 282.49 feet to the beginning of a non-tangent curve concave southeasterly with a radius of 352.51 feet, a radial line to the center of said curve bears South 62°15'03” East; thence along said southeasterly boundary along said curve,

14th  Northeasterly through a central angle of 22°04'56” an arc distance of 135.86 feet; thence leaving said curve along a non-tangent line and along said southeasterly boundary,
15th North 39°41'39" West a distance of 78.04 feet to the Point of Beginning

Containing 251,700 square feet or 5.78 acres of land.

The above described parcel is shown on the attached "Exhibit 'B' – Sketch of Parcel B" and by reference made a part thereof.

Chris Nelson, PLS 6385

Date
EXHIBIT “A”
(Legal Description of Parcel C)

That portion of the Rancho Topanga Malibu Sequit, in the City of Malibu, County of Los Angeles, State of California, as confirmed to Matthew Keller by Patent recorded in Book 1, Page 407, et seq. of Patents, in the Office of the County Recorder, described as follows:

Commencing at the most northerly corner of the land described in the Deed to Jacob Dekker, recorded in Book 22063, Page 104 of Official Records of said County; thence along the northeasterly line of said land of Dekker, South 36°09'22" East a distance of 357.36 feet to the Point of Beginning; thence along the easterly line of said land of Dekker,

1st South 19°41'00" East a distance of 555.00 feet to angle point in the west line of Parcel 1 of Certificate of Compliance 98-01, recorded May 19, 1998 as Instrument No. 98-838333 of Official Records of said County; thence along said west line,

2nd South 21°36'25" East a distance of 425.91 feet; thence,

3rd North 75°41'35" East a distance of 35.29 feet; thence along a line parallel with and distant 35.00 feet easterly of the west line of said Parcel 1,

4th North 21°36'25" West a distance of 429.81 feet; thence along a line parallel with and distant 35.00 feet easterly of the northeast line of said land of Dekker,

5th North 19°41'00" West a distance of 330.00 feet; thence,

6th North 02°41'21" East a distance of 36.08 feet; thence,

7th North 24°12'24" East a distance of 172.87 feet to a point on a non-tangent curve concave northwesterly with a radius of 396.00 feet, a radial line to the center of said curve bears North 37°27'19" West; thence along said curve;

8th Northeasterly through a central angle of 40°52'23" an arc distance of 282.49 feet to the beginning of a non-tangent curve concave southeasterly with a radius of 352.51 feet, a radial line to the center of said curve bears South 62°15'03" East; thence along said curve,

9th Northeasterly through a central angle of 22°04'56" an arc distance of 135.86 feet; thence leaving said curve along a non-tangent line,

10th North 39°41'39" West a distance of 78.04 feet to an angle point in the northwest boundary of Parcel 2 of Certificate of Compliance 99-03, recorded June 8, 1999 as Instrument No. 99-1040533 of Official Records of said County; thence along said northwest boundary,

11th South 42°39'46" West a distance of 535.43 feet to the Point of Beginning.

Except the southerly 30.00 feet of said land condemned for road purposes by decree recorded on May 02, 1962 in Book D1601, Page 166 of Official Records of said County.

Containing 100,000 square feet or 2.30 acres of land.
The above described parcel is shown on the attached "Sketch of Description" and by reference made a part thereof.

Chris Nelson, PLS 6385  
Date
EXHIBIT B

Legal Description of the Access Easement
EXHIBIT “B-1”
(Legal Description)

That portion of the Rancho Topanga Malibu Sequit, in the County of Los Angeles, State of California, as confirmed to Matthew Keller by Patent recorded in Book 1, Page 407, et seq. of Patents, in the Office of the County Recorder, described as follows:

Commencing at the most northerly corner of the land described in the Deed to Jacob Dekker, recorded in Book 22063, Page 104 of Official Records of said County; thence along the northeasterly line of said land of Dekker, South 36°09'22" East a distance of 357.36 feet to the Point of Beginning; thence along the easterly line of said land of Dekker,

1st South 19°41'00" East a distance of 555.00 feet; thence,

2nd South 21°36'25" East a distance of 425.91 feet; thence,

3rd North 75°41'35" East a distance of 35.29 feet; thence along a line parallel with and distant 35.00 feet easterly of the westerly line of said land,

4th North 21°36'25" West a distance of 429.81 feet; thence,

5th North 19°41'00" West a distance of 330.00 feet; thence,

6th North 02°41'21" East a distance of 36.08 feet; thence,

7th North 24°12'24" East a distance of 26.28 feet; thence,

8th South 70°19'00" West a distance of 31.95 feet; thence,

9th North 19°41'00" West a distance of 190.45 feet; thence,

10th South 42°39'46" West a distance of 39.51 feet to the Point of Beginning.

Except the southerly 30.00 feet of said land condemned for road purposes by decree recorded on May 02, 1962 in book D1601, Page 166 of Official Records of said County,

The above described parcel is shown on the attached Exhibit “B-2” and by reference made a part thereof.

Chris Nelson, PLS 6385 Date

May 15, 2018

Page 1 of 1
EXHIBIT "B-2"

SKETCH OF DESCRIPTION

LINE TABLE

<table>
<thead>
<tr>
<th>LINE</th>
<th>LENGTH</th>
<th>BEARING</th>
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<tr>
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<tr>
<td>L10</td>
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NOTE:

THE PARCEL SHOWN HEREON IS DESCRIBED ON THE ATTACHED EXHIBIT "B-1" AND BY REFERENCE IS MADE A PART THEREOF.

LEGEND

PERPETUAL ACCESS EASEMENT

REVOCABLE PORTION OF ACCESS EASEMENT

EXISTING LOT LINE

NEW LOT LINE

LOT LINE TO BE REMOVED

POINT OF BEGINNING

SCALE: 1" = 250'

DRAWN BY: TWL/TMH

CHECKED BY: CN

DATE: MAY 15, 2018
EXHIBIT C

List of Utilities
EXHIBIT "C"

List of Utilities

Shared Utilities:

Recycled Water
Sanitary Sewer
Storm Drain
Duct Bank for Electrical and Telecommunication Conduit
Fire Water and Fire Hydrants
Gas Line

Individual Property Utilities:

Parcel C Domestic Water
Sandstone Property Domestic Water
Electrical Wiring and Telecommunication Cabling within the Common Duct Bank
EXHIBIT D

Parcel Map
EXHIBIT E

Legal Description of the Adjacent Property
EXHIBIT “E”

(Legal Description of APN 4458-022-025)

A parcel of land being a portion of the Rancho Topanga Malibu Sequit, in the City of Malibu, County of Los Angeles, State of California, as confirmed to Matthew Keller by Patent recorded in Book 1 Page 407, et seq. of Patents, in the office of the county recorder of said county described as follows:

Beginning at a point on the northwesterly line of the land described in the deed to Joseph A. Shalhoub, recorded in Book 19985 Page 226, of Official Records of said county, distant South 42°36'00" West 252.04 feet from the intersection of said northwesterly line with the southwesterly line of the land described in the deed to Algernon K. Barbee, recorded in Book 21317 Page 119 of Official Records of said county; thence along said northwesterly line South 42°36'00" West 330.00 feet and South 63°13'35" West 145.04 feet to the northeast corner of the land described in the deed to Jacob Dekker, recorded in Book 22063 Page 104, of Official Records of said county; thence along the northeasterly line of said land of Jacob Dekker South 36°09'22" East 357.36 feet; thence North 42°39'46" East 535.43 feet; thence North 47°24'00" West 300.00 feet to the Point of Beginning.

The above described parcel is shown on the attached “Exhibit B - Sketch of Description” and by reference made a part thereof.

Chris Nelson, PLS 6385

06-21-18

Date
EXHIBIT "E"

SKETCH OF DESCRIPTION

POB POINT OF BEGINNING

SW'LY LINE BARBEE

APN 4458-022-026
NOT A PART

APN 4458-022-023
NOT A PART

APN 4458-022-022
NOT A PART

APN 4458-022-019
NOT A PART

N.E. COR.
DEKKER LAND

N.E.'LY LINE
DEKKER LAND

SW COR.
WILLIAMS

APN 4458-022-001
NOT A PART

APN 4458-022-004
NOT A PART

SW'LY LINE BARBEE

APN 4458-024-06
NOT A PART

NW'LY LINE
SHALHOUB

APN 4458-024-25

APN 4458-022-25

APN 4458-022-025

56°39'17"W

5°13'22"W

55°9'14"W

5°14'04"

3°45'43"

4°37'46"

56°47'30"

5°37'36"W

5°35'43"W

57°00'00"

3°30'00"

5°30'00"

GRAPHIC SCALE

SCALE: 1" = 250'

DRAWING NUMBER 14-3206

DRAWN BY: TMH

CHECKED BY: CN

DATE: JUNE 21, 2018

POB POINT OF BEGINNING

BOUNDARY LINE AS DESCRIBED

NOT A PART

APN 4458-022-019

APN 4458-022-026

APN 4458-022-023

APN 4458-022-022

APN 4458-022-001

APN 4458-022-004

SW'LY LINE BARBEE

APN 4458-024-06

NOT A PART

NW'LY LINE
SHALHOUB

APN 4458-024-25

APN 4458-022-25

APN 4458-022-025

56°39'17"W

5°13'22"W

55°9'14"W

5°14'04"

3°45'43"

4°37'46"

56°47'30"

5°37'36"W

5°35'43"W

57°00'00"

3°30'00"

5°30'00"

GRAPHIC SCALE

SCALE: 1" = 250'

DRAWING NUMBER 14-3206

DRAWN BY: TMH

CHECKED BY: CN

DATE: JUNE 21, 2018
Exhibit A

(Parcel C)
Exhibit B
(ALTA Policy)
OWNER’S POLICY OF TITLE INSURANCE

ISSUED BY

First American Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (the “Company”) insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.

2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
   (ii) failure of any person or Entity to have authorized a transfer or conveyance;
   (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
   (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
   (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
   (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
   (vii) a defective judicial or administrative proceeding.

3. Unmarketable Title.

4. No right of access to and from the Land.

5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection
   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

6. An enforcement action based on the exercise of a governmental

   (a) a defect in the Title caused by

7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.

8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

9. Title being vested other than as stated in Schedule A or being defective
   (i) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors’ rights laws; or
   (ii) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors’ rights laws by reason of the failure of its recording in the Public Records
   (i) to be timely, or
   (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys’ fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

First American Title Insurance Company

[Signature]

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys’ fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or
   of the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 6.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
   
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risks 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors’ rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

   The following terms when used in this policy mean:
   
   (a) “Amount of Insurance”: The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 6.
   (b) “Defects, liens, encumbrances, adverse claims, or other matters”:
   (i) a fraudulent conveyance or fraudulent transfer; or
   (ii) an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.
   
2. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

   The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company’s liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

   The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company’s liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

   In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

   (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
   (b) The Company shall have the right, in addition to the options contained in
Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or to reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appropriate action under the terms of this policy, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company’s expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company’s obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to securely reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys’ fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys’ fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys’ fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company’s obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured, the Insured shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured and thereafter or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys’ fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company’s consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys’ fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim, that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys’ fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.
(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 1 First American Way, Santa Ana, CA 92707, Attn: Claims Department.
SCHEDULE A

First American Title Insurance Company

Name and Address of the issuing Title Insurance Company:
First American Title Insurance Company
777 South Figueroa Street, Suite 400
Los Angeles, CA 90017

File No.: NCS-663187-C-LA2
Address Reference: Vacant Land, Malibu, CA
Amount of Insurance: $_______
Date of Policy: Date and time of recording

1. Name of Insured:

City of Malibu, a Municipal corporation

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

City of Malibu, a Municipal corporation

4. The Land referred to in this policy is described as follows:

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

THAT PORTION OF THE RANCHO TOPANGA MALIBU SEQUIT, IN THE CITY OF MALIBU, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS CONFIRMED TO MATTHEW KELLER BY PATENT RECORDED IN BOOK 1, PAGE 407, ET SEQ. OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO JACOB DEKKER, RECORDED IN BOOK 22063, PAGE 104 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE NORTHEASTERLY LINE OF SAID LAND OF DEKKER, SOUTH 36° 09' 22" EAST A DISTANCE OF 357.36 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE EASTERLY LINE OF SAID LAND OF DEKKER,

1ST SOUTH 19° 41' 00" EAST A DISTANCE OF 555.00 FEET TO ANGLE POINT IN THE WEST LINE OF PARCEL 1 OF CERTIFICATE OF COMPLIANCE 98-01, RECORDED MAY 19, 1998 AS INSTRUMENT NO. 98-838333 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID WEST LINE,

2ND SOUTH 21° 36' 25" EAST A DISTANCE OF 425.91 FEET; THENCE,

3RD NORTH 75° 41' 35" EAST A DISTANCE OF 35.29 FEET; THENCE ALONG A LINE PARALLEL WITH AND DISTANT 35.00 FEET EASTERLY OF THE WEST LINE OF SAID PARCEL 1,

4TH NORTH 21° 36' 25" WEST A DISTANCE OF 429.81 FEET; THENCE ALONG A LINE PARALLEL WITH AND DISTANT 35.00 FEET EASTERLY OF THE NORTHEAST LINE OF SAID LAND OF DEKKER,
5TH NORTH 19° 41' 00" WEST A DISTANCE OF 330.00 FEET; THENCE,

6TH NORTH 02° 41' 21" EAST A DISTANCE OF 36.08 FEET; THENCE,

7TH NORTH 24° 12' 24" EASTERLY WITH A RADIUS OF 396.00 FEET, A RADIAL LINE TO THE CENTER OF SAID CURVE BEARS NORTH 37° 27' 19" WEST; THENCE ALONG SAID CURVE;

8TH NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 40° 52' 23" AN ARC DISTANCE OF 282.49 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 352.51 FEET, A RADIAL LINE TO THE CENTER OF SAID CURVE BEARS SOUTH 62° 15' 03" EAST; THENCE ALONG SAID CURVE,

9TH NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 22° 04' 56" AN ARC DISTANCE OF 135.86 FEET; THENCE LEAVING SAID CURVE ALONG A NON-TANGENT LINE,

10TH NORTH 39° 41' 39" WEST A DISTANCE OF 78.04 FEET TO AN ANGLE POINT IN THE NORTHWEST BOUNDARY OF PARCEL 2 OF CERTIFICATE OF COMPLIANCE 99-03, RECORDED JUNE 08, 1999 AS INSTRUMENT NO. 99-1040533 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID NORTHWEST BOUNDARY,

11TH SOUTH 42° 39' 46" WEST A DISTANCE OF 535.43 FEET TO THE POINT OF BEGINNING.

EXCEPT THE SOUTHERLY 30.00 FEET OF SAID LAND CONDEMNED FOR ROAD PURPOSES BY DECREE RECORDED ON MAY 02, 1962 IN BOOK D1601, PAGE 166 OF OFFICIAL RECORDS OF SAID COUNTY.

EXCEPT ALL MINERALS, OIL, WATER, PETROLEUM, ASPHALTUM, GAS, COAL AND RIPARIAN RIGHTS IN, ON AND UNDER SAID LAND, BUT WITHOUT RIGHT OF ENTRY, AS RESERVED BY MARBLEHEAD LAND COMPANY, IN DEED RECORDED IN BOOK 19985, PAGE 226 OFFICIAL RECORDS AND IN BOOK 20682, PAGE 290, OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM ALL MINERALS, OIL, PETROLEUM, ASPHALTUM, GAS, COAL AND RIPARIAN RIGHTS TO WATER, IN, ON, WITHIN AND UNDER SAID LANDS, WITHOUT RIGHT OF ENTRY, AS RESERVED BY MARBLEHEAD LAND COMPANY, IN DEED RECORDED MAY 08, 1945 IN BOOK 19977, PAGE 245, OFFICIAL RECORDS.

PORTION OF APNS: 4458-022-023 AND 4458-022-024
SCHEDULE B

File No.: NCS-663187-C-LA2  Policy No.: NCS-663187-C-LA2

EXCEPTIONS FROM COVERAGE

This Policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

A. General and special taxes and assessments for the fiscal year 2019-2020, a lien not yet due or payable.

1. This item has been intentionally deleted.

2. This item has been intentionally deleted.


Assessment liens, if applicable, collected with the general and special taxes, including but not limited to those disclosed by the reflection of the following on the tax roll:

1913 Bond for City of Malibu Civic Center Wastewater for Sewer Improvements

4. The lien of supplemental taxes, if any, assessed as a result of the transfer of ownership to the Insured, pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

5. Water rights, claims or title to water, whether or not shown by the public records.

6. This item has been intentionally deleted.

7. This item has been intentionally deleted.

8. This item has been intentionally deleted.

9. This item has been intentionally deleted.

10. This item has been intentionally deleted.

11. This item has been intentionally deleted.

12. This item has been intentionally deleted.

13. This item has been intentionally deleted.
14. This item has been intentionally deleted.

15. The terms and provisions contained in the document entitled "La Paz Easement Agreement" recorded __________, 2019 as Instrument No. 2019________ of Official Records. By Malibu Development Company, LLC, a Delaware limited liability company ("Grantor" or "MDC") and Malibu Senior Housing LLC, a California limited liability company (Grantee)


NOTICE: This is a pro-forma policy furnished to or on behalf of the party to be insured. It neither reflects the present status of title, nor is it intended to be a commitment to insure. The inclusion of endorsements as part of the pro-forma policy in no way evidences the willingness of the Company to provide any affirmative coverage shown therein.

There are requirements which must be met before a final policy can be issued in the same form as this pro-forma policy. A commitment to insure setting forth these requirements should be obtained from the Company.
POLICY AUTHENTICATION ENDORSEMENT

Issued by

First American Title Insurance Company

Attached to Policy No.: NCS-663187-C-LA2

File No.: NCS-663187-C-LA2

When the policy is issued by the Company with a policy number and Date of Policy, the Company will not deny liability under the policy or any endorsements issued with the policy solely on the grounds that the policy or endorsements were issued electronically or lack signatures in accordance with the Conditions.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

IN WITNESS WHEREOF, the Company has caused this endorsement to be issued and become valid when signed by an authorized officer or licensed agent of the Company.

Date: __________, 2019

First American Title Insurance Company

[Signatures]

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary
Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information—particularly your personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation's sites are sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of the site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and e-mail address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive. FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

First American Title Insurance Company
Exhibit C

(Quitclaim Deed)
RECORDING REQUESTED BY
AND
WHEN RECORDED RETURN TO:

Malibu Development Company LLC
Attn: Bryan Gordon, CEO
1317 Fifth Street, Suite 200
Santa Monica, CA 90401

APNs: 4458-022-023 and 4458-022-024

QUITCLAIM DEED

THE UNDERSIGNED GRANTOR DECLARES:

DOCUMENTARY TRANSFER TAX is: $None  CITY TRANSFER TAX IS $None

This is a conveyance of an easement and the consideration and value is less than $100.00, R & T 11911.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, MALIBU SENIOR HOUSING, LLC, a California limited liability company (“Grantor”), does hereby remise, relinquish, release, terminate and forever quitclaim to MALIBU DEVELOPMENT COMPANY LLC, a Delaware limited liability company (“Grantee”), all of Grantor’s right, title and interest in and to that certain real property located in Malibu, California, and more particularly described as Exhibit A attached hereto and made a part hereof (the “Property”), but subject to the specific reservation of rights set forth below.

The purpose of this Quitclaim Deed is to terminate any and all rights, title and interest that Grantor has in and to the Property, known or unknown, including without limitation, those certain easements created by (i) that certain Easement Deed executed by Joan Knapp and recorded on November 6, 1998 as Instrument Number 98-2044604 in the Official Records of the Los Angeles County Recorder (the “Official Records”); (ii) that certain Corrective Easement Deed executed by Joan Knapp and recorded on November 18, 1998 as Instrument Number 98-2115311 in the Official Records; (iii) that certain Declaration of Covenants, Conditions, Restrictions and Easements executed by Joan B. Knapp and recorded on December 24, 1998 as Instrument Number 98-2331444 in the Official Records; (iv) reservation of rights in that certain Grant Deed executed by Joan B. Knapp and recorded on June 8, 1999 as Instrument Number 99-1040536 in the Official Records; and (v) that certain Reciprocal Easement Agreement by and between Joan B. Knapp and Malibu La Paz Ranch, LLC and recorded on March 9, 2009 as Instrument Number 2009033227 in the Official Records.

The “Effective Date” of this Quitclaim Deed shall be [ ], 2018.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed as of the Effective Date.

"GRANTOR"

MALIBU SENIOR HOUSING, LLC,
a California limited liability company

By:___________________________
Name: En S. Kroh
Its: Manager
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On __________, 2018 before me, ________________________________, Notary Public, personally appeared ___________________________________________, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

__________________________________________  (Seal)

Notary Public
EXHIBIT A

Legal Description

[Attached]
Exhibit D

(September 12, 2016 Staff Report including City’s Easement Agreement with MDC)
To: Mayor La Monte and the Honorable Members of the City Council

Prepared by: Trevor Rusin, Assistant City Attorney

On behalf of: Reva Feldman, City Manager

Date prepared: August 30, 2016  Meeting date: September 12, 2016

Subject: Authorize Easement Agreement Contingent on Transfer of 2.3 Acres and Payment of $500,000 in Accordance with La Paz Development Agreement

RECOMMENDED ACTION: Adopt Resolution No. 16-41 approving an Easement Agreement, conditioned on grant to the City of 2.3 acre Parcel C located at 3700 La Paz Lane and payment of $500,000 to the City pursuant to Development Agreement dated November 8, 2008, and finding the project exempt from the California Environmental Quality Act.

FISCAL IMPACT: There are no negative fiscal impacts of the recommended action. In exchange for the easements, Malibu Development Company, LLC (MDC) will assume the cost of building and maintaining a road to Parcel C and indemnify the City for liability arising from use of the easements. Without the agreement, the City would have to bear undetermined costs to construct access to its property and assume ordinary liability attendant to property ownership.

DISCUSSION:

Background

On November 10, 2008, the City Council approved two alternative projects for development of the La Paz Ranch property at 3700 La Paz Lane in the Civic Center. One was a .15 Floor Area Ratio (FAR) project and the other was a .20 FAR project. A development agreement was approved for the .20 FAR project to secure the public benefits required by the General Plan for the additional FAR. Under that development agreement La Paz was granted a .20 FAR in exchange for a number of public benefits, including: 1) conveying 2.3 acres in the Civic Center (Parcel C) to the City; 2) a payment of $500,000 to the City to defray the cost of making public use of Parcel C; 3) a pedestrian and bike path through the project connecting to Civic Center Way; and 4) dedication of a trail segment fronting Civic Center Way.
The La Paz project is being purchased by MDC, which has requested two easements from the City. The proposed easements are: 1) a temporary easement over Parcel C allowing staging for construction and landscaping on Parcel C; and 2) a contingent permanent access easement allowing the owner and its guests to use the access road portion of Parcel C to access its property, if the owner builds and maintains the road in accordance with the City's standards (or reimburses the City for the cost) and assumes liability for the road. The easements, if approved, are defined in an Easement Agreement (Attachment 2), which will be placed in escrow, to be released only upon the transfer of Parcel C to the City and payment of the $500,000 required by the Development Agreement.

**Easement Agreement**

The proposed Easement Agreement is attached to this report. The first easement described in the agreement is a contingent permanent access agreement. Parcel C, which will be conveyed to the City pursuant to the Development Agreement, is a flag lot that contains a narrow strip of property, which is designed to contain a road accessing Civic Center Way. This easement will allow MDC and its guests to use the road to access MDC Parcels A and B. The easement area is defined in Exhibit B-2 to the Easement Agreement.
In exchange for this easement, MDC has agreed to build and maintain the access road or reimburse the City for the cost of doing so. It also will assume liability for the condition of the access road and indemnify the City against any liability arising from its use of the access road, including liability arising from injuries to third parties (unless the damages are due to the gross negligence or willful misconduct of the City). Should MDC fail to maintain the access road as requested by the City, the agreement also includes significant penalty provisions allowing the City to collect the cost of any maintenance work performed by the City, plus a 20% penalty and 10% interest compounded monthly.

The second easement contained in the agreement is a temporary construction easement. This easement grants the developer the ability to use Parcel C for staging purposes in connection with construction work on Parcels A and B, the construction of the access road, and landscaping on Parcel C. The easement area is defined in Exhibit C to the Easement Agreement.

This temporary construction easement expires automatically on the day the City breaks ground or commences construction of improvements on Parcel C. MDC must also submit a grading and restoration plan to the City prior to commencing construction work. The plan assures the City that MDC can restore Parcel C, as required, five days before the termination date of the easement.

Analysis

While the City has not designated a use for Parcel C, pursuant to the Development Agreement the City will need to begin use or sell the Parcel within 10 years of the date it is conveyed to the City. While no specific project has been designated for the site, whether that project constitutes a library, community center, park, or other use, a road will need to be constructed to Parcel C to provide access. As a result, MDC’s offer to build and maintain the road will provide real savings to the City, which can be used for investment in a project on Parcel C, or for other use benefitting the City’s residents.

The indemnity provision also protects the City against potential liability related to use of the road, which could prove to be a significant benefit. Both the obligation to maintain the road and indemnify the City continue in perpetuity with the easement, which magnifies the potential savings to the City.

The construction easement is conditioned to ensure that it terminates before the City begins construction on Parcel C, and that Parcel C is restored to its current, or an improved, state after its use. The construction easement could impact the City’s ability to use Parcel C during construction, but with the conditions included it would not delay or increase the cost of the City’s development of the site.

Given the substantial benefits to the City, and limited drawbacks, staff’s recommendation is to approve the Easement Agreement. In addition, the granting of these easements is
exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) as the act of granting the easements alone does not have the potential to have a significant effect on the environment.

Summary

The Easement Agreement will only take effect if MDC conveys Parcel C and $500,000 to the City in accordance with the Development Agreement. Assuming the construction and maintenance costs of the access road, and importantly the related liability, will provide a substantial benefit to the City and facilitate use of Parcel C.

ATTACHMENTS:
1. Resolution No. 16-41
2. Proposed Easement Agreement, including Exhibits A, B1, B2, and C
RESOLUTION NO. 16-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MALIBU APPROVING AN EASEMENT AGREEMENT, CONDITIONED ON GRANT TO THE CITY OF 2.3 ACRE PARCEL C LOCATED AT 3700 LA PAZ LANE AND PAYMENT OF $500,000 TO THE CITY PURSUANT TO DEVELOPMENT AGREEMENT DATED NOVEMBER 10, 2008, AND FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

The City Council of the City of Malibu does hereby find, order and resolve as follows:

SECTION 1. Recitals.

A. On or about November 10, 2008, the City entered into a Development Agreement with Malibu La Paz Ranch, LLC, related to the property located at 3700 La Paz Lane, which was modified as suggested by the California Coastal Commission on May 10, 2010. Pursuant to this Development Agreement, the proposed project was approved for a .20 FAR in exchange for certain public benefits, including the conveying of 2.3 acres in the civic center (Parcel C) to the City and payment of $500,000 to the City; and

B. Malibu Development Company, LLC (MDC) is purchasing the project and has requested two easements from the City, defined in the attached Easement Agreement; and

C. The easements, as described in the Easement Agreement, allow (1) temporary use of Parcel C for construction staging and landscaping purposes, and (2) permanent access over a portion of Parcel C, as defined in Exhibit B2 to the Easement Agreement, contingent upon MDC constructing, or paying for, an access road over the easement, assuming responsibility for maintenance of said road, and indemnifying the City against any liability arising from its use of the access road; and

D. The Easement Agreement will be signed and placed in escrow, not to take effect unless and until Parcel C is transferred to the City and the City receives the $500,000 payment due under the development agreement.

SECTION 2. Environmental Review

Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) the City Council has analyzed the easement agreement. The City Council has found that the grant of these easements and approval of the Easement Agreement is exempt from the provisions of CEQA pursuant to State CEQA Guidelines section 15061(b)(3) as there is no possibility the act of granting these easements itself may have a significant effect on the environment. The La Paz project was analyzed in a certified EIR and this action does not change that approved and vested development right in any manner. The owner of the property currently holds the rights these easements grant, and the easement agreement allows the owner to retain these rights upon transfer of Parcel C to the City.

SECTION 3. The City Council hereby approves the attached Easement Agreement subject to the following conditions:

Attachment 1
1. Upon signature, the Easement Agreement shall be deposited in escrow not to take effect, be released, or recorded unless and until all conditions herein listed are met; and

2. Clean title to Parcel C, as designated in Exhibit A to the Easement Agreement, is conveyed to the City pursuant to the Development Agreement and the City Council has adopted a resolution accepting Parcel C; and

3. The City has received payment of $500,000 as required by the Development Agreement.

SECTION 4. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED, and ADOPTED this 12th day of September 2016.

__________________________
LOU LA MONTE, Mayor

ATTEST:

HEATHER GLASER, Acting City Clerk
(seal)

APPROVED AS TO FORM:

__________________________
CHRISTI HOGIN, City Attorney
ACCESS AND CONSTRUCTION EASEMENT AGREEMENT

This ACCESS AND CONSTRUCTION EASEMENT AGREEMENT ("Agreement") is made effective as of the __ day of __, 2016, by and between CITY OF MALIBU ("Grantor" or "City") and MALIBU DEVELOPMENT COMPANY, LLC, a Delaware limited liability company ("Grantee").

Recitals

A. Grantee owns or owned that certain real property located in the County of Los Angeles, State of California, as more particularly described on Exhibit A attached hereto and incorporated in this Agreement by reference (the "Property").

B. Immediately prior to the recordation of this Agreement, Grantee dedicated that certain portion of the Property designated as "Parcel C" on Exhibit A attached hereto ("Parcel C") to Grantor. As of the recordation of this Agreement, Grantor is the owner of Parcel C. Grantee has retained and is the owner of those portions of the Property designated as "Parcel A" and "Parcel B" on Exhibit A attached hereto (the "Grantee Property").

C. Grantor desires to grant and Grantee desires to obtain certain easements over Parcel C on the terms and conditions hereinafter set forth in this Agreement.

NOW, THEREFORE, in consideration of the recitals above and the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Agreement

1. Access Easement. Grantor hereby grants and conveys to Grantee, and its successors and assigns as owners of any or all of the Grantee Property, and Grantee hereby accepts from Grantor a nonexclusive perpetual access easement, right and privilege over and across Parcel C (the "Access Easement") as more particularly described on Exhibit B attached hereto and incorporated in this Agreement by reference, for access, ingress and egress to and from the Grantee Property for the purposes of (i) providing vehicular and pedestrian access to and from the Grantee Property, (ii) constructing, installing and maintaining certain street improvements, utilities, and drainage infrastructure improvements pursuant to and in accordance with the requirements and standards established by the City of Malibu for the purpose of providing an improved shared road (known as "La Paz Lane") which shall serve as a vehicular access road.
for Parcel C and the Grantee Property (the “La Paz Lane Construction”), and (iii) constructing, installing and maintaining certain curb cuts to, in and on La Paz Lane as may be necessary to provide adequate access to surface and subterranean parking and delivery areas on the Grantee Property (the “Curb Cuts Construction”, together with the La Paz Lane Construction, the “Construction Work”). No aboveground or underground structures, ramps, parking lots or similar improvements shall be located on Parcel C. This Access Easement is contingent upon Grantee constructing and maintaining La Paz Lane in a safe condition and as reasonably required by the City. Should the City perform any or all of the Construction Work, in lieu of constructing La Paz Lane Grantee may reimburse the City for the costs of the Construction Work. The payment in lieu of constructing La Paz Lane option shall expire eight years from the date the City commences the Construction Work, or five years from the date Grantee pulls building permits for construction on the Grantee Property, whichever is later in time. Grantee has no obligation to perform the Construction Work, but should it fail to construct La Paz Lane, per section (ii) above, or reimburse the City for the costs of the Construction Work, within eight years from the date the City commences the Construction Work, or five years from the date Grantee pulls building permits for construction on the Grantee Property, whichever is later in time, the Access Easement shall terminate. Further, should Grantee fail to commence maintenance work requested by the City in writing, per above, within 30 days of such request, and complete it within a reasonable time, the City may complete the maintenance work, which Grantee shall reimburse with a 20 percent penalty plus interest at 10 percent interest compounded monthly. If Grantee fails to perform the maintenance work, Grantee shall waive the right to challenge the City’s request to reimburse the City for its completion of the maintenance work. All Construction Work and maintenance of La Paz Lane shall be subject to written approval by the City, not to be reasonably withheld.

2. Construction Easement. Grantor hereby grants to Grantee, and its successors and assigns as owners of any or all of the Grantee Property, and Grantee hereby accepts from Grantor a nonexclusive temporary easement, right and privilege over and across Parcel C, as depicted on the parcel map attached hereto as Exhibit C and incorporated in this Agreement by reference (the “Construction Easement” and together with the Access Easement, the “Easements”), for access, ingress and egress to and from the Grantee Property for the purposes of (i) accessing Parcel C for staging purposes in connection with the Construction Work (as defined in Paragraph 1 above) and the construction of improvements to be developed by Grantee on Parcels A and B and (ii) landscaping on Parcel C. The Construction Easement shall automatically expire on the day on which Grantor breaks ground or commences construction of improvements on Parcel C (the “Construction Easement Termination Date”).

3. Indemnification. Grantee shall indemnify, defend and hold harmless Grantor and its respective affiliates, officers, directors, partners, shareholders, attorneys, employees, agents, contractors, successors and assigns (collectively, the “Indemnified Parties”) from and against any and all obligations, liabilities, claims, demands, suits, liens, encumbrances, losses, damages, costs and expenses (including, without limitation, reasonable attorneys’ fees and costs) relating to the Construction Work, use of the Easements or La Paz Lane, or breaches of this Agreement, including for loss of or damage to property, including, without limitation, Parcel C and the property of each of the Indemnified Parties, and for injuries to or death of any person (including, without limitation, the agents and employees of each of the Indemnified Parties) when related to, arising from or resulting from the acts or omissions of Grantee and/or their agents, contractors,
officers, directors, attorneys, invitees and employees (including, but not limited, to Claims related to the condition of the Easements or La Paz Lane) (each, a "Claim"), unless such Claim is due to the gross negligence or willful misconduct of any of the Indemnified Parties. This obligation will apply whether or not any such Claim is groundless or later found to be invalid. The obligations under this Section 3 shall survive the expiration or earlier termination of this Agreement.

4. Insurance. At all times during the term of this Agreement, Grantee, at its sole cost and expense, shall procure and maintain in effect a commercial general liability insurance policy with a financially responsible insurance company reasonably acceptable to Grantor (which must have at least a Best’s rating of A-:VII), covering (i) the activities of Grantee on Parcel C, and (ii) the indemnity obligations of Grantee set forth in this Agreement. Grantee shall deliver to Grantor a certificate of insurance for the commercial general liability insurance policy prior to commencing the performance of the Construction Work. Such insurance policy shall have a per occurrence limit of at least One Million and No/100 Dollars ($1,000,000.00) and an aggregate limit of at least Three Million and No/100 Dollars ($3,000,000.00), shall name Grantor as an additional insured, shall be primary and non-contributing with any other insurance available to Grantor and shall contain a full waiver of subrogation clause.

5. Duty to Repair, Restore or Replace. Prior to commencement of Construction Work or construction on Grantee Property, by Grantee, Grantee shall submit to the City a Grading and Restoration Plan for Parcel C subject to written approval by the City Planning Director, not to be reasonably withheld. Within five (5) days prior to the Construction Easement Termination Date but in no event sooner than sixty (60) days following Grantee’s receipt of written notice from Grantor of the Construction Easement Termination Date, Grantee shall remove Grantee’s movable personal property from Parcel C and restore Parcel C pursuant to the Grading and Restoration Plan.

6. Recordation. This Agreement shall be recorded in the Official Records of Los Angeles County, California. Upon the Termination Date, Grantee shall execute and record at its sole cost and expense a quitclaim deed evidencing the termination of the Construction Easement and releasing its interests therein.

7. Joint and Several. All agreements and obligations of Grantee hereunder shall be joint and several agreements.

8. Time of Essence. Time is of the essence in this Agreement.

9. Attorneys' Fees. In the event of any controversy, claim or dispute relating to this Agreement or the breach of this Agreement, the prevailing party shall be entitled to recover from the losing party, in addition to any other relief that may be granted, reasonable expenses, attorneys’ fees and costs.

10. Binding Effect. The Easements shall run upon, over, and across Parcel C and shall run with the land, and the Easements and this Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their successors, transferees and assigns, except as otherwise provided in this Agreement.
11. **Captions.** The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions of this Agreement, and shall not affect the construction or interpretation of any of its provisions.

12. **Amendment.** This Agreement may not be modified, changed, supplemented, superseded, canceled or terminated (unless terminated as provided herein), nor may any obligations hereunder be waived, except by written instrument signed by the parties hereto.

13. **Counterparts.** This Agreement may be signed in counterpart by the parties hereto, and the signature pages and accompanying acknowledgments of all parties may thereafter be assembled as a single Agreement for recordation purposes, creating a fully executed Agreement, enforceable against the parties thereto.

*Signature Pages to Follow*
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

"GRANTOR"

By:__________________________
Its:__________________________________________
Date:_______________________________

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )
County of __________ )

On _____________________________, 2016, before me, ________________________, a Notary Public, personally appeared _____________________________________, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ____________________________________ (Seal)
"GRANTEE"

By: ________________________________

Its: ________________________________

Date: ________________________________

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of __________

On ______________________, 2016, before me, ______________________, a Notary Public, personally appeared _____________________________________, who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ________________________________ (Seal)
EXHIBIT A

Legal Description of the Property
EXHIBIT "A"
(Legal Description of Parcel A)

That portion of the Rancho Topanga Malibu Sequit, in the County of Los Angeles, State of California, as confirmed to Matthew Keller by Patent recorded in Book 1, Page 407, et seq. of Patents, in the Office of the County Recorder, described as follows:

Commencing at the most northerly corner of the land described in the Deed to Jacob Dekker, recorded in Book 22063, Page 104 of Official Records of said County; thence along the northeasterly line of said land of Dekker, South 36°09'22" East a distance of 357.36 feet; thence, South 19°41'00" East a distance of 555.00 feet; thence, South 21°36'25" East a distance of 425.91 feet; thence North 75°41'35" East a distance of 35.29 feet to the Point of Beginning; thence along a line parallel with and distant 35.00 feet easterly of the westerly line of said land, 1st North 21°36'25" West a distance of 429.81 feet; thence, 2nd North 19°41'00" West a distance of 330.00 feet; thence, 3rd North 02°41'21" East a distance of 36.08 feet; thence, 4th North 24°12'24" East a distance of 172.87 feet; thence, 5th North 79°33'58" East a distance of 244.64 feet; thence, 6th South 18°55'27" East a distance of 76.68 feet; thence, 7th South 46°42'58" East a distance of 89.20 feet; thence, 8th North 79°44'50" East a distance of 9.00 feet to the northwest corner of the land described in the Deed from Nancy T. Mandel to General Telephone Company of California recorded as Document No. 1046 on April 18, 1969, of Official Records of said County; thence along the Westerly line of said land the following two courses, 9th South 10°15'10" East a distance of 631.61 feet; thence, 10th South 02°32'55" West a distance of 131.25 feet; thence, 11th South 75°41'35" West a distance of 256.96 feet to the Point of Beginning.

Except the southerly 30.00 feet of said land condemned for road purposes by decree recorded on May 02, 1962 in book D1601, Page 166 of Official Records of said County,

The above described parcel is shown on the attached "Exhibit 'A' – Sketch of Parcel A" and by reference made a part thereof.

Chris Nelson, PLS 6385

Page 1 of 1
EXHIBIT "A"

(Legal Description of Parcel B)

That portion of the Rancho Topanga Malibu Sequit, in the County of Los Angeles, State of California, as confirmed to Matthew Keller by Patent recorded in Book 1, Page 407, et seq. of Patents, in the Office of the County Recorder, described as follows:

**Commencing** at the most northerly corner of the land described in the Deed to Jacob Dekker, recorded in Book 22063, Page 104 of Official Records of said County; thence along the northeasterly line of said land of Dekker, South 36°09'22" East a distance of 357.36 feet; thence North 42°39'46" East a distance of 535.43 feet to the **Point of Beginning**; thence,

1st North 47°24'00" West a distance of 300.00 feet to the northwesterly line of the land described in the Deed to Joseph A. Shalhoub, recorded in Book 19985, page 226 of Official Records of said County; thence along said northwesterly line,

2nd North 42°36'00" East a distance of 252.04 feet to the southwesterly line of the land described in the Deed to Algernon K. Barbee, recorded in Book 21317, Page 119 of Official Records of said County; thence along said southwesterly line,

3rd South 46°40'53" East a distance of 528.03 feet; thence,

4th South 36°50'43" West a distance of 214.36 feet; thence,

5th South 46°40'53" East a distance of 106.00 feet; thence,

6th North 17°54'55" East a distance of 77.85 feet; thence,

7th South 03°31'20" East a distance of 313.57 feet; thence,

8th South 79°44'50" West a distance of 179.92 feet; thence,

9th North 46°42'58" West a distance of 89.20 feet; thence,

10th North 18°55'27" West a distance of 76.68 feet; thence,

11th South 79°33'58" West a distance of 244.64 feet to a point on a non-tangent curve concave northwesterly with a radius of 396.00 feet, a radial line to the center of said curve bears North 37°27'19" West; thence along said curve,

12th Northeasterly through a central angle of 40°52'23" an arc distance of 282.49 feet to a point on a non-tangent curve concave southeasterly with a radius of 352.51 feet, a radial line to the center of said curve bears South 62°15'03" East; thence along said curve,

13th Northeasterly through a central angle of 22°04'56" an arc distance of 135.86 feet; thence leaving said curve along a non-tangent line,
14th North 39°41'39" West a distance of 78.04 feet to the Point of Beginning

The above described parcel is shown on the attached "Exhibit 'A' – Sketch of Parcel B" and by reference made a part thereof.

Chris Nelson, PLS 6385  Date
EXHIBIT "A"
(Legal Description of Parcel C)

That portion of the Rancho Topanga Malibu Sequit, in the County of Los Angeles, State of California, as confirmed to Matthew Keller by Patent recorded in Book 1, Page 407, et seq. of Patents, in the Office of the County Recorder, described as follows:

Commencing at the most northerly corner of the land described in the Deed to Jacob Dekker, recorded in Book 22063, Page 104 of Official Records of said County; thence along the northeasterly line of said land of Dekker, South 36°09'22" East a distance of 357.36 feet to the Point of Beginning; thence along the easterly line of said land of Dekker,

1st South 19°41'00" East a distance of 555.00 feet; thence,

2nd South 21°36'25" East a distance of 425.91 feet; thence,

3rd North 75°41'35" East a distance of 35.29 feet; thence along a line parallel with and distant 35.00 feet easterly of the westerly line of said land,

4th North 21°36'25" West a distance of 429.81 feet; thence,

5th North 19°41'00" West a distance of 330.00 feet; thence,

6th North 02°41'21" East a distance of 36.08 feet; thence,

7th North 24°12'24" East a distance of 172.87 feet to a point on a non-tangent curve concave northwesterly with a radius of 396.00 feet, a radial line to the center of said curve bears North 37°27'19" West; thence along said curve,

8th Northeasterly through a central angle of 40°52'23" an arc distance of 282.49 feet to a point on a non-tangent curve concave southeasterly with a radius of 352.51 feet, a radial line to the center of said curve bears South 62°15'03" East; thence along said curve,

9th Northeasterly through a central angle of 22°04'56" an arc distance of 135.86 feet; thence leaving said curve along a non-tangent line,

10th North 39°41'39" West a distance of 78.04 feet; thence,

11th South 42°39'46" West a distance of 535.43 feet to the Point of Beginning.

Except the southerly 30.00 feet of said land condemned for road purposes by decree recorded on May 02, 1962 in book D1601, Page 166 of Official Records of said County,

The above described parcel is shown on the attached "Exhibit 'A' – Sketch of Parcel C" and by reference made a part thereof.

Chris Nelson, PLS 6385

Page 1 of 1
EXHIBIT B

Legal Description of the Access Easement
EXHIBIT “B-1”
(Legal Description)

That portion of the Rancho Topanga Malibu Sequit, in the County of Los Angeles, State of California, as confirmed to Matthew Keller by Patent recorded in Book 1, Page 407, et seq. of Patents, in the Office of the County Recorder, described as follows:

Commencing at the most northerly corner of the land described in the Deed to Jacob Dekker, recorded in Book 22063, Page 104 of Official Records of said County; thence along the northeasterly line of said land of Dekker, South 36°09'22" East a distance of 357.36 feet; thence along the easterly line of said land of Dekker South 19°41'00" East a distance of 191.05 feet to the Point of Beginning; thence continuing along said easterly line of said land of Dekker,

1st South 19°41'00" East a distance of 363.85 feet; thence,

2nd South 21°36'25" East a distance of 425.91 feet; thence,

3rd North 75°41'35" East a distance of 35.29 feet; thence along a line parallel with and distant 35.00 feet easterly of the westerly line of said land,

4th North 21°36'25" West a distance of 429.81 feet; thence,

5th North 19°41'00" West a distance of 330.00 feet; thence,

6th North 02°41'21" East a distance of 36.08 feet; thence,

7th South 70°19'00" West a distance of 48.74 feet to the Point of Beginning.

Except the southerly 30.00 feet of said land condemned for road purposes by decree recorded on May 02, 1962 in book D1601, Page 166 of Official Records of said County,

The above described parcel is shown on the attached Exhibit “B-2” and by reference made a part thereof.

Chris Nelson, PLS 6385 Date
July 18, 2016
NOTE:
The parcel shown hereon is described on the attached exhibit "B-1" and by reference is made a part thereof.

LEGEND

EXISTING LOT LINE
NEW LOT LINE
LOT LINE TO BE REMOVED
POINT OF BEGINNING

PERPETUAL ACCESS EASEMENT

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EXHIBIT C

Parcel Map
MAP OF PARCELS

EXHIBIT "C"

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LEGEND

- EXISTING LOT LINE
- NEW LOT LINE
- LOT LINE TO BE REMOVED

DRAWN BY: TWL/TMH
CHECKED BY: CN
DATE: JULY 18, 2016