

ORDINANCE NO. 330

AN ORDINANCE OF THE CITY OF MALIBU APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MALIBU AND MALIBU LA PAZ RANCH, LLC

THE CITY COUNCIL OF THE CITY OF MALIBU DOES ORDAIN AS FOLLOWS:

Section 1. The City of Malibu and Malibu La Paz Ranch, LLC ("La Paz") desire to enter into a development agreement pursuant to Government Code Sections 65864 through 65869.5 and Chapter 17.64 of the Malibu Municipal Code with respect to a parcel of real property located in the City of Malibu and more particularly described in the Development Agreement attached hereto as Exhibit A and incorporated herein by reference ("Development Agreement").

Section 2. La Paz applied for approval of a development agreement and associated entitlements on February 17, 2000 and amended the application on June 21, 2005. The history of the project applications is set forth in City Council Resolution No. 08-51, certifying the Environmental Impact Report (EIR) for this project.

Section 3. At the November 10, 2008, public hearing, the Council heard and considered all testimony and arguments of all persons desiring to be heard and the Council considered all factors relating to the development agreement and associated entitlements, including, but not limited to, the recommendation from the Planning Commission.

Section 4. In accordance with the California Environmental Quality Act, an EIR was prepared by the City and circulated for public comment. The EIR provided information regarding potential adverse environmental impacts of the project, mitigation measures, and alternatives. The City Council has certified the EIR and adopted the Statements of Findings and Facts in support of findings and Statement of Overriding Considerations, and approved the Mitigation Monitoring and Reporting Program. The Final EIR for La Paz development and associated entitlements is complete and adequate for the consideration of the Development Agreement.

Section 5. Based upon substantial evidence in the record of the proceedings, including, without limitation, the written and oral staff reports, the Final EIR, the General Plan, the Local Coastal Program, and the documentary record and testimony before the Planning Commission and the City Council, the City Council finds that the proposed Development Agreement is consistent with the objectives, policies, general land uses, and programs specified in the City's General Plan and Local Coastal Program (LCP), the proposed Development Agreement complies with the City's zoning, subdivision, and other applicable ordinances and regulations, and the proposed Development Agreement is in conformity with the public necessity, public convenience, general welfare, and good land use practices.

Section 6. The proposed Development Agreement is consistent with the public convenience, general welfare and good land use practice, making it in the public interest to enter into the Development Agreement with the applicant. The Development Agreement provides for the orderly development of two parcels of property within the City's Civic Center, in a comprehensive planned development. The Development Agreement ensures that the project can be developed over time in its approved form, and in exchange for the rights conferred in the Development Agreement, that the applicant will provide substantial public benefits to the City as a part of the development.

Section 7. Taking into account all of the conditions of approval that have been applied to the project, the City Council further finds that the Development Agreement:

- A. will not adversely affect the health, peace, comfort or welfare of persons residing or working in the surrounding areas, since the various elements of the projects are in keeping with the character and general development patterns of the surrounding areas;
- B. will not be materially detrimental to the use, enjoyment or valuation of property of other persons located in the vicinity of the site, since the proposed improvements are consistent with and will enhance their surroundings with high quality development, and will provide additional public infrastructure and public benefits; and
- C. will not jeopardize, endanger or otherwise constitute a menace to the public health, safety or general welfare, as the projects are adequately conditioned to mitigate impacts, will comply with all applicable codes and will provide public safety and health improvements.

Section 8. The proposed Development Agreement complies with and contains the elements prescribed in the terms, conditions, restrictions, and requirements of Section 17.64.050 of the Malibu Municipal Code. Pursuant to Section 17.64.050, the Development Agreement and the project entitlements provide for a duration of the Agreement, uses permitted on the affected parcels of property, permitted density, maximum height, size and location of buildings, reservation of land for public purposes and special benefits that would not otherwise be provided by the applicant in the absence of an agreement.

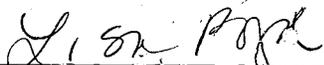
Section 9. Based upon the foregoing, the City Council hereby approves the Development Agreement attached hereto as Exhibit A and authorizes the Mayor to execute said Development Agreement on behalf of the City.

Section 10. EFFECTIVE DATE. This Ordinance shall take effect 30 days after its adoption and upon certification by the Coastal Commission of an LCP amendment consistent with the requirements of the LCP.

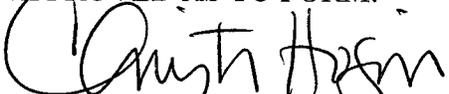
PASSED AND ADOPTED this 24<sup>th</sup> day of November, 2008.

  
PAMELA CONLEY ULICH, Mayor

ATTEST:

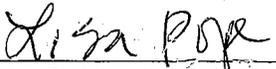
  
LISA POPE, City Clerk  
(seal)

APPROVED AS TO FORM:

  
CHRISTI HOGIN, City Attorney

I CERTIFY THAT THE FOREGOING ORDINANCE NO. 330 was passed and adopted at the regular City Council meeting of November 24, 2008, by the following vote:

AYES:	4	Councilmembers:	Sibert, Barovsky, Stern, Conley Ulich
NOES:	1	Councilmember:	Wagner
ABSTAIN:	0		
ABSENT:	0		

  
\_\_\_\_\_  
LISA POPE, City Clerk  
(seal)

RECORDED AT REQUEST OF AND  
WHEN RECORDED MAIL TO:

CITY CLERK  
CITY OF MALIBU  
23815 Stuart Ranch Road  
Malibu, CA 90265

**DEVELOPMENT AGREEMENT BY AND BETWEEN**

**THE CITY OF MALIBU**

**and**

**MALIBU LA PAZ RANCH, LLC**

THIS AGREEMENT SHALL BE RECORDED  
WITHIN TEN DAYS OF EXECUTION BY  
ALL PARTIES HERETO PURSUANT TO  
GOVERNMENT CODE § 65868.5

## DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into on this \_\_\_ day of \_\_\_\_\_, 2008, by and between the CITY OF MALIBU ("CITY"), a general law city duly organized and existing under the laws of the State of California, and MALIBU LA PAZ RANCH, LLC ("LA PAZ"), a limited liability company authorized to do business in the State of California. CITY and LA PAZ may be referred to individually as "Party" and collectively as "Parties."

### 1. RECITALS

This Agreement is made with respect to the following facts and for the following purposes, each of which is acknowledged as true and correct by the Parties:

1.1 LA PAZ has submitted two applications to CITY for the development of LA PAZ's 15.29 acre property (the "Property"). The applications are for two projects defined hereafter as the Preferred and Alternative Projects (collectively "the Projects"). The Property is described more specifically in the legal description attached as Exhibit 1. A map depicting the Property and its location is attached as Exhibit 2;

1.2 The CITY has asked that LA PAZ include in the Preferred Project a parcel of land for a proposed 20,000 square foot City Hall, or for certain municipal uses that may in the future be approved by the CITY, as set forth in this Agreement;

1.3 LA PAZ has agreed to convey 2.3 acres of the Property to the CITY for a new City Hall, or certain municipal uses that may in the future be approved by the CITY, as set forth in this Agreement, and undertake the other obligations set forth herein, if it receives all of the assurances set forth in this Agreement;

1.4 Government Code § 65864, *et seq.* authorizes CITY to enter into binding development agreements such as this Agreement with persons having legal or equitable interests in real property in order to, among other things, provide certainty in the approval of development projects so as to strengthen the public planning process, encourage private participation in comprehensive planning, provide needed public facilities, make maximum efficient utilization of resources at the least economic cost to the public and avoid waste of resources escalating the cost of development to the consumer. This Agreement provides assurances to LA PAZ that, if the Preferred Project is approved, during the term of this Agreement it may be implemented in accordance with the CITY's official policies, ordinances, rules and regulations in force as of the date the ordinance approving this Agreement was approved by the City Council;

1.5 Pursuant to Government Code § 65865, CITY has adopted rules and regulations for consideration of development agreements, and proceedings have been taken in accordance with CITY's rules and regulations;

1.6 By entering into this Agreement, CITY shall bind future City Councils of CITY by the obligations specified herein and limit the future exercise of certain of its governmental and proprietary powers to the extent specified in this Agreement and permitted by law;

1.7 The terms and conditions of this Agreement have undergone extensive review by the CITY and City Council. CITY and LA PAZ acknowledge and agree that the consideration to be exchanged pursuant to this Agreement is fair, just and reasonable;

1.8 This Agreement and the Project which is the subject of this Agreement are consistent with the CITY's General Plan, and its Local Coastal Program (LCP);

1.9 CITY has certified a Final Environmental Impact Report, SCH No. 2003011131 for the Project ("the EIR");

1.10 All actions taken and approvals given by CITY have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, including hearings by the planning commission and legislative body, findings, votes, and other procedural matters;

1.11 Development of the Preferred Project will further the comprehensive planning objectives contained within the General Plan, and will result in public benefits, including, among others, the following:

1.11.1 Dedication of 2.3 acres of land for a new City Hall, or for certain municipal uses that may in the future be approved by the CITY, as set forth in this Agreement;

1.11.2 Provision of \$500,000 for a new City Hall, or for development of certain municipal uses that may in the future be approved by the CITY, as set forth in this Agreement;

1.11.3 Contributing via planned Project improvements to the creation of a linear wetland park;

1.11.4 Providing landscaped and irrigated open space areas, as well as subterranean parking structures, which, under appropriate conditions, may be used as emergency evacuation zones.

1.11.5 Dedication of an internal segment of the Malibu-Pacific trail connecting Serra Retreat to Legacy Park;

1.11.6 Creating significant offsite public improvements.

## AGREEMENT

**NOW, THEREFORE**, in consideration of the mutual terms, covenants, conditions, promises and benefits contained herein, and for other good and valuable consideration, the Parties agree as follows:

### 2. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

- 2.1 “Agreement” means this Development Agreement.
- 2.2 “Vesting Date” means the date on which the ordinance enacting this Agreement was approved by the CITY’s City Council.
- 2.3 “CITY” means the City of Malibu, a general law city, duly organized and existing under the laws of the State of California.
- 2.4 “LA PAZ” means Malibu La Paz Ranch, LLC.
- 2.5 The “Preferred Project” means the project described in Sections 2.14.3 and 5.1.
- 2.6 “Development” means the entitlement, and improvement of the Property for the purposes of completing the structures, improvements and facilities described herein including, but not limited to: grading; the construction of infrastructure and public facilities related to the Preferred Project (as such Project may be approved), whether located within or outside the Property; the construction of buildings and structures; and the installation of landscaping, septic system, retaining walls, drainage devices, retention ponds, drive aisles with at grade parking, subterranean parking structures, fire department turn arounds, water features, public congregation and recreation areas, and hardscaping.
- 2.7 “Development Agreement Statute” means Government Code § 65864 *et seq.* as it exists on the Effective Date.
- 2.8 “Project Approvals” means all plans, permits, and other entitlements for use of every kind and nature, whether discretionary or ministerial, necessary in connection with development of the Preferred Project in accordance with this Agreement, which may include but are not limited to:
- 2.8.1 Compliance with the California Environmental Quality Act, Public Resources Code § 21000 *et seq.* (“CEQA”);
  - 2.8.2 Plot Plans;
  - 2.8.3 Site Plan Review;
  - 2.8.4 Coastal Development Permits ;
  - 2.8.5 General Plan Amendments;
  - 2.8.6 Local Coastal Program amendments;
  - 2.8.7 Zone text amendments;
  - 2.8.8 Conditional Use Permits;
  - 2.8.9 Minor modifications;
  - 2.8.10 Lot line adjustments;

2.8.11 Grading and building permits;

2.9 The "Applicable Rules" shall consist of the following:

2.9.1 The CITY's General Plan and Local Coastal Program (LCP) as they exist on the Vesting Date;

2.9.2 The CITY's Municipal Code, including those sections of the Zoning Code which are applicable to the development of the Property, as the Municipal Code exists on the Vesting Date;

2.9.3 Such other laws, ordinances, rules, regulations, and official policies governing permitted uses of the Property, density, design, improvement, and construction standards and specifications applicable to the development of the Property in force at the time of the Vesting Date.

2.10 "Development Exaction" means any requirement of CITY in connection with or pursuant to any Applicable Rule or project approval, for the dedication of land, the construction of improvements or public infrastructure and facilities, or the payment of any type of fees, taxes, and assessments in order to lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests.

2.11 "Subsequent Rules" means any change in the Applicable Rules, except as provided in Section 2.13, including, without limitation, any change in any applicable general plan or specific plan, local coastal program, zoning, or subdivision regulation, adopted or becoming effective after the Vesting Date, excluding any such change processed concurrently with this Agreement, but including, without limitation, any change effected by means of an ordinance, initiative, resolution, policy, order or moratorium, initiated or instituted for any reason whatsoever and adopted by the City Council, the Planning Commission or any other board, agency, commission or department of the CITY, or any officer or employee thereof, or by the electorate, as the case may be (collectively the "Subsequent Rules"), which would, absent this Agreement, otherwise be applicable to the Property, shall not be applied by the CITY to any part of the Project, except as LA PAZ may consent to the application thereof pursuant to Section 3.1 of this Agreement.

2.12 "Reservations of Authority" means the rights and authority excepted from the assurances and rights provided to LA PAZ and reserved to CITY under this Agreement. Notwithstanding any other provision of this Agreement, the following Subsequent Rules shall apply to the development of the Property.

2.12.1 Processing fees and charges imposed by CITY to cover the estimated actual costs to CITY of processing applications for development approvals and permits or for monitoring compliance with any development approvals or permits granted or issued. Provided, however, that LA PAZ shall have no obligation for payment of permit or plan check fees with respect to the CITY's development of Parcel C.

2.12.2 Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.

2.12.3 Regulations governing construction standards and specifications including, without limitation, the CITY's Building Code, Plumbing Code, Mechanical Code, Electrical Code, Fire Code and Grading Code.

2.12.4 Regulations that otherwise would not apply to the development of the Property or Project for which LA PAZ has given its written consent to the application of such regulations pursuant to Section 3.1 of this Agreement.

2.13 "Projects" shall mean the Preferred Project and the Alternative Project, collectively.

2.13.1 "Preferred Project," or singular "Project," means the Project more particularly described in Section 5.1.

#### 2.13.2 Preferred Project Parcel Descriptions

2.13.2.1 "Parcel A", identified as Assessor's Parcel Number 4458-022-023, and legally described in Exhibit 3, represents Parcel A as it exists prior to development.

2.13.2.2 "Parcel A, post-lot line adjustment" means the parcel legally described in Exhibit 4.

2.13.2.3 "Parcel B", identified as Assessor's Parcel Number 4458-022-024 and legally described in Exhibit 5, represents Parcel B as it exists prior to development.

2.13.2.4 "Parcel B, post-lot line adjustment" means the parcel legally described in Exhibit 6.

2.13.2.5 "Parcel C" means the real property legally described in Exhibit 7. Parcel C consists of the 2.3 acres to be conveyed by LA PAZ to the CITY for a new City Hall, or for certain municipal uses that may in the future be considered by the City, as set forth in this Agreement;

2.14 "Mortgagee" means a mortgagee of a mortgage, a beneficiary under a deed of trust or any other security-device lender, and their successors and assigns, including without limitation the purchaser at a judicial or non-judicial foreclosure sale or a person or entity who obtains title by deed-in-lieu of foreclosure on the Property.

### 3. VESTED DEVELOPMENT RIGHTS

3.1 LA PAZ is hereby granted the vested right to develop the Preferred Project on the Property, subject to the Applicable Rules, the Project Approvals, and any future approvals applied for by LA PAZ, or its successors, and granted by the CITY for the Preferred Project (the "Future Approvals").

3.1.1 Vested Development Rights. Notwithstanding any future action of the CITY, whether by ordinance, resolution, initiative, or otherwise, the Applicable Rules shall govern the development of the Preferred Project during the term of this Agreement, except and subject to the Reservations of Authority and the terms of this Agreement. In developing the Property, LA PAZ is provided, and assured, the vested right to require that the rules governing the development of the Preferred Project during the term of this Agreement shall be as provided in this Agreement. LA PAZ in its sole discretion may elect to be subject to any Subsequent Rules that may be enacted. Any such election by LA PAZ shall be made in its sole discretion and shall be in writing.

3.1.2 This Agreement does not (1) grant density or intensity in excess of that otherwise established in the Project Approvals, (2) supersede, nullify or amend any condition imposed in the Project Approvals, (3) guarantee to Owner any profits from the Project, or (4) prohibit or, if legally required, indicate Owner's consent to, the Property's inclusion in any public financing district or assessment district, except as specified herein, or (5) confer any vested rights with respect to the Alternative Project.

3.1.3 The Project conditions are attached hereto as Exhibit 8 and constitute the entirety of the conditions imposed upon the Project.

3.2 Purposes of Agreement. This Agreement is entered into in order to provide a mechanism for planning and carrying out the Preferred Project in a manner that will ensure certain anticipated benefits to both CITY, including without limitation the existing and future residents of CITY, and LA PAZ, and to provide to LA PAZ assurances regarding the land use regulations that will be applicable to the development of the Property, including but not limited to, those land use regulations relating to timing, density and intensity of development, that will justify the undertakings and commitments of LA PAZ described in this Agreement and the investment in planning and development of the major on-site and off-site infrastructure and improvements needed for the Projects, and each of them.

3.3 Modification or Suspension by State or Federal Law. In the event that state or federal laws or regulations, enacted after the Effective Date of this Agreement, prevent or preclude compliance with one or more of the provisions of this Agreement, those provisions shall be modified or suspended as may reasonably be necessary to comply with such state or federal laws or regulations; provided, however, that this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations unless compliance with such state or federal laws or regulations causes a material breach or failure of consideration. Upon repeal of any such law or regulation, or the occurrence of any other event removing the effect thereof, the provisions of this Agreement shall be restored to their original effect.

3.4 Ownership of Property. LA PAZ represents and covenants that it is the owner of the fee simple title to the Property.

3.5 Binding Effect of Agreement. All of the Property shall be subject to this Agreement. The burdens of this Agreement are binding upon, and the benefits of the Agreement inure to, the CITY and LA PAZ. Any and all rights and obligations that are attributed to

LA PAZ under this Agreement shall run with the land, subject to the assignment provisions of Section 4 of this Agreement.

3.6 Term. The term of this Agreement shall commence on the Vesting Date and shall continue for a period of ten years thereafter unless this term is modified or extended pursuant to the provisions of this Agreement.

3.6.1 Term of Map(s) and Other Project Approvals. Pursuant to Government Code §§ 66452.6(a) and 65863.9, the term of any subdivision or parcel map that has been, or in the future may be, processed on all or any portion of the Property, and the term of each of the Project Approvals, shall be extended through the termination date of this Agreement.

3.6.2 Tolling of Term of Agreement. The term of this Agreement shall be tolled during the time the Project is pending before the California Coastal Commission. The term of this Agreement shall be tolled during any period of time during which a development moratorium is in effect. For purposes of this Agreement a development moratorium shall be deemed to exist (i) during the period that any action or inaction by CITY or other public agency that regulates land use, development or the provision of services to the land prevents, prohibits or delays the use of the approval or the construction of the Project or (ii) during the period any lawsuit is pending brought by any third party concerning this Agreement, any of the Project Approvals, including pursuant to CEQA, or any Subsequent Approval. Any tolling pursuant to this Agreement of the commencement, or running, of LA PAZ's ten year vesting period will likewise, for an equal period of time, toll the performance of CITY's obligations pursuant to Section 6.4 of this Agreement.

3.7 Bargained For Reliance by Parties. The assurances of the CITY to LA PAZ, and of LA PAZ to the CITY, in this Agreement are provided pursuant to, and as contemplated by, the Development Agreement Statute, and are bargained for, and in consideration of, the undertakings of LA PAZ and the CITY set forth in this Agreement.

#### 4. ASSIGNMENT

4.1 LA PAZ may assign or transfer its rights and obligations under this Agreement with respect to the Property, or any portion thereof, pursuant to the following provisions.

4.2 Right to Assign. Subject to Section 4.4, LA PAZ shall have the right to sell, transfer or assign the Property, in whole or in part (provided that no such partial transfer shall be made in violation of the Subdivision Map Act, Government Code §66410 *et seq.*), to any person, partnership, joint venture, firm or corporation at any time during the term of this Agreement; provided, however, that any such sale, transfer or assignment shall include the assignment and assumption of the rights, duties and obligations arising under or from this Agreement with respect to the property transferred.

4.3 Partial Transfers. Subject to Section 4.4, the Property currently consists of two parcels, and it may be further subdivided. Pursuant to Section 4.2, LA PAZ's right to sell, transfer or assign the Property includes the right to sell, transfer or assign any portion of the Property and, in such event, the assumption of the obligations of this Agreement shall apply only to the portion or portions of the Property sold, transferred, or assigned. Upon such a partial

transfer, the rights and responsibilities of LA PAZ under this Agreement, and those of its successors and assigns, shall be severable, and a default by the owner of one portion shall not affect the owner, transferee or assignee of the other portion(s).

4.4 Approval By CITY. If LA PAZ transfers its right title or interest in the Property, as defined and limited in Section 4.8 of this Agreement, prior to the completion of construction of the Project, and issuance by CITY of certificates of occupancy for all structures, such transfer shall be made only in accordance with Sections 4.4, 4.5, 4.6 and 4.7 of this Agreement.

4.4.1 At least forty-five days prior to any proposed sale, transfer or assignment of LA PAZ's right, title or interest in the Property, as defined and limited in Section 4.8 hereof, LA PAZ shall submit to the CITY a request for approval of such proposed sale, transfer or assignment, which approval shall not unreasonably be withheld by the CITY. The CITY may not withhold its approval if a reasonable person would find that:

4.4.1.1 The proposed purchaser, transferee or assignee demonstrates the financial ability to perform the obligations of this Agreement; and

4.4.1.2 The proposed purchaser, transferee or assignee has the necessary qualifications, competence, experience or capability to implement the development plan contemplated by the Project Approvals with the skill, expertise and quality equivalent to that of LA PAZ.

4.5 Provision of Information. LA PAZ shall provide promptly to the CITY such information that the CITY reasonably requests so that CITY can make the determinations called for in Sec. 4.4, hereinabove.

4.6 Provision of Security. The proposed purchaser, transferee or assignee shall provide the CITY with security equivalent to any security previously provided by LA PAZ to secure performance of its obligations under this Agreement. Upon provision of such security the CITY shall promptly release any security previously provided by LA PAZ.

4.7 Provision of Executed Agreement. Concurrently with the closing of any approved sale, transfer or assignment, LA PAZ shall provide the CITY with an agreement executed by the purchaser, transferee or assignee, demonstrating compliance with the applicable provisions of this Section 4.

4.8 Applicability. The provisions of Sections 4.4, 4.5, 4.6, 4.7 shall not be applicable to (i) a transfer or assignment of a mortgage or deed of trust, or (ii) a transfer made in connection with the enforcement of the security interest of a mortgage or deed of trust or by deed in lieu thereof, or (iii) a transfer as a result of which LA PAZ remains the Managing Member with respect to the Project.

4.9 Termination of CITY's Right of Approval. The provisions of Sections 4.4, 4.5, 4.6, 4.7, and 4.8, hereinabove, shall terminate and be of no further force or effect when LA PAZ has completed construction of the Project and CITY has issued certificates of occupancy for all structures located on Parcel A post-lot line adjustment and Parcel B post-lot line adjustment.

4.10 Release of Transferring Owner. A transferring owner shall be released from all obligations under this Agreement with respect to the portions of the Property transferred, provided the transferor has complied with all of the applicable provisions of Section 4 of this Agreement. Upon transfer of any portion of the Property and the express assumption of LA PAZ's obligations under this Agreement by the transferee, the CITY agrees to look solely to the transferee for compliance with the provisions of this Agreement that relate to the portion of the Property acquired by such transferee. Any such transferee shall be entitled to the benefits of this Agreement and shall be subject to the obligations of this Agreement applicable to the parcel(s) transferred. A default by any transferee shall only affect that portion of the Property owned by such transferee and shall not cancel or diminish in any way LA PAZ's rights hereunder with respect to any portion of the Property not owned by such transferee. The transferee shall be responsible for satisfying the good faith compliance requirements relating to the portion of the Property owned by such transferee, and any amendment to this Agreement between the CITY and a transferee shall affect only the portion of the Property owned by such transferee.

4.11 Subsequent Assignment. Any subsequent sale, transfer or assignment of the Property, or a portion thereof, after an initial sale, transfer or assignment must be made in accordance with, and subject to, the terms and conditions of this Section 4.

## 5. DESCRIPTION AND PROCESSING OF THE PROJECTS

### 5.1 Preferred Project.

5.1.1 General Project Description. The Preferred Project consists of the development of 15.29 acres into a commercial, retail, restaurant and business park center adjacent to the CITY's development on Parcel C. The Preferred Project includes over eight acres of landscaped and open space area, as well as 112,058 square feet of commercial office, restaurants, including two restaurants of up to 10,000 square feet, in Buildings 4, 5 and 6, and retail uses.

5.1.2 General Parcel By Parcel Breakdown of Preferred Project. The following generally summarizes the Preferred Project.

5.1.2.1 Parcel A, post-lot line adjustment, consists of approximately 312,195 square feet of land area (7.16 acres) and will be developed with commercial office, restaurant and retail uses. The development includes five single-story and two two-story buildings with a total developed floor area of 68,997 square feet. The remaining areas include 118,867 square feet of landscaping and 41,923 square feet of open space, with 346 parking spaces, including surface and below grade parking.

5.1.2.2 Parcel B, post-lot line adjustment, includes approximately 248,610 square feet of land area (5.7 acres) and will be developed with commercial office and retail uses. The development includes four buildings with a total floor area of 43,061 square feet. The development includes approximately 99,444 square feet of landscaping and approximately 56,358 square feet of open space, as well as a total of 197 parking spaces, including a below grade parking structure.

5.1.2.3 Parcel C includes approximately 100,000 square feet of land area (2.3 acres) and is contemplated to house the CITY's new City Hall, which will include a maximum of 20,000 square feet of office uses and, in addition thereto, parking as required by CITY's Municipal Code. If CITY in the future determines not to construct the new City Hall it must do so in accordance with the terms and conditions of Secs. 6.3.2, 6.3.2.1, 6.3.2.2, 6.3.3 and 6.3.4 of this Agreement .

5.1.2.4 The Preferred Project is Summarized as Follows:

Building No.	Occupancy	Floor Area (Gross Square Feet)
<b>PARCEL A</b>		
1	Retail	6,200
2	Retail	6,200
3	Retail	10,248
4	Retail	10,240
5	Retail / Office / Restaurant	17,879
6	Retail / Office / Restaurant	17,830
7	Retail	400
<b>Subtotal Parcel A</b>		<b>68,997</b>
<b>PARCEL B</b>		
8	Office / Retail	15,300
9	Office / Retail	15,640
10	Office	7,258
11	Office	4,863
<b>Subtotal Parcel B</b>		<b>43,061</b>
<b>PARCEL C</b>		
	CITY Office Uses/Council Room	20,000
<b>Subtotal Parcel C</b>		<b>20,000</b>
<b>TOTAL OVERALL FLOOR AREA</b>		<b>132,058 (FAR = 0.20)</b>

5.1.3 Subject to the requirements of Secs. 6.3.2, 6.3.2.1, 6.3.2.2, 6.3.3 and 6.3.4, the CITY may in the future determine Parcel C should be used for another municipal purpose not to exceed the maximum development allowed pursuant to Sec. 5.1.2.3 of this Agreement.

5.1.4 Summary of Entitlements for the Preferred Project (.20 FAR):

5.1.4.1 Coastal Development Permit. In accordance with § 13.3 of the LCP, the Preferred Project will require a Coastal Development Permit. In addition to the development of buildings, landscaping, drainage devices, septic system, roadways, etc., a Coastal Development Permit shall be required for the subdivision/lot line adjustment between Parcel A and Parcel B in order to modify the existing parcel boundaries as depicted on the project survey to those boundaries depicted on the project plans. Additionally, LA PAZ will dedicate in fee as part of the consideration for this Agreement the remaining 2.3 acres to the CITY for the purposes of constructing a new City Hall thereon, or such other development as may in the future be

Page 16 of 52  
approved in accordance with Secs. 6.3.2, 6.3.2.1, 6.3.2.2, 6.3.3 and 6.3.4 of this Agreement, and furthering the public benefits required under section 3.8(5)(f) of the LCP.

5.1.4.2 Local Coastal Program Amendment. Pursuant to Sections 3.8(5) and 13.28.1 of the LCP, an LCP Amendment is required for the Preferred Project.

5.1.4.3 Development Agreement. This Agreement between the CITY and LA PAZ is entered into pursuant to Section 5.18 of the LUP and Sections 3.8(5)(e) and 13.28 of the LIP, which require that projects proposing FAR of greater than .15 are processed in accordance with either a development agreement (DA) or as a planned development (PD). In either case, the DA or the PD must also be subsequently certified by the California Coastal Commission as an LCP Amendment. LA PAZ has elected to utilize this Development Agreement.

5.1.4.4 Subdivision Map Act. The dedication of Parcel C to the CITY constitutes a subdivision of land for purposes of the Subdivision Map Act because a third parcel is being created where only two existed previously; however, the subdivision is exempt from parcel map requirements pursuant to Govt. Code § 66428(a)(2) as a conveyance of land to a public agency. A conveyance will still be required; however, a parcel map will not. The California Coastal Act, however, is an independent substantive state law and the subdivision is a “development” in accordance with § 30106 of the Public Resources Code. Therefore, the Coastal Development Permit for the Project shall include the processing of a subdivision of land in its description of approved development.

5.1.4.5 Zone Text Amendment. A Zone Text Amendment shall be required to establish new development standards for the Project in accordance with section 3.8(A)(5)(e) of the CITY’s LCP.

5.1.4.6 Lot Line Adjustment/Parcel Configuration. The 15.29 acre property is currently composed of two lots, zoned Community Commercial. Parcel A (4458-022-023) is 6.22 acres and is to be increased in size (via LLA) to 7.16 acres. Parcel B (4458-022-024) is 9.07 acres and is to be decreased in size (via LLA) to 5.7 acres. The remaining 2.3 acres will be conveyed to the CITY in accordance with Sec. 6.1.1, thus creating Parcel C.

5.1.4.7 Conditional Use Permit. A Conditional Use Permit is required for restaurants, in accordance with Section 3.3(I) of the LIP, Table B of the LIP and Sections 17.24 and 17.66 of the CITY’s Municipal Code.

5.2 LA PAZ May Construct Alternative Project. Nothing in this Agreement shall preclude LA PAZ from proceeding independently with the Alternative Project.

5.3 Fees, Exactions, Mitigation Measures, Conditions, Reservations and Dedications. All development Exactions that are applicable to the Preferred Project or the Property are established by the Applicable Rules, the Project Approvals and this Agreement. Other than as set forth herein, this section shall not be construed to limit the authority of CITY to charge LA PAZ the then current normal and customary application, processing, and permit fees for land use approvals, building permits and other similar permits, which fees are designed to reimburse

CITY's actual expenses attributable to such application, processing and permitting and are in force and effect on a CITY-wide basis at the time approvals and permits are granted by CITY. LA PAZ waives any and all rights it may have to challenge development fees that are in force as of the Vesting Date. LA PAZ retains the right to challenge amended or increased development fees enacted after the Vesting Date that do not comply with Government Code § 66000 *et seq.*, or any other applicable statute or rule of law, including its right to receive credits against any amended or increased fees.

5.3.1 LA PAZ shall not be responsible for development fees, permit fees, plan check fees, school fees, mitigation fees, or any other fees or exactions related to the development of Parcel C.

5.4 Plan Review. Plans for each building of the Preferred Project, including plans for signage, trash enclosures and screening and landscaping, shall be reviewed and approved by the CITY's Planning and Building Safety Director prior to issuance of a building permit; provided, however, that the sole purpose of such review shall be to verify consistency with the Development Standards, the Applicable Rules and Project Approvals.

5.5 CITY Processing of Permit Applications On An Expedited Basis. The CITY shall expedite the processing of all permits needed for the Preferred Project at LA PAZ's expense, including, but not limited to, all plan checking, excavation, grading, building, encroachment and street improvement permits, certificates of occupancy, utility connection authorizations, and other permits or approvals necessary, convenient or appropriate for the grading, excavation, construction, development, improvement, use and occupancy of the Projects in accordance with the CITY's accelerated plan check process under the Applicable Rules. Without limiting the foregoing, if requested by LA PAZ, the CITY agrees to utilize contract planners and plan checkers (at LA PAZ's sole cost), and any other reasonably available means, to expedite the processing of Project applications and approvals, including concurrent processing applications by various CITY departments.

5.6 Issuance of Building Permits. The CITY shall not unreasonably withhold or condition any ministerial permit provided LA PAZ has satisfied all requirements for such permits.

5.7 Satisfaction of Mitigation Measures and Conditions. In the event that any of the mitigation measures or conditions required of LA PAZ hereunder have been implemented by others to the satisfaction of the CITY, LA PAZ shall be conclusively deemed to have satisfied such mitigation measures or conditions, consistent with CEQA and the LCP, or other applicable state or local statute or ordinance. If any such mitigation measures or conditions are rejected by a governmental agency with jurisdiction, LA PAZ may implement reasonably equivalent substitute mitigation measures or conditions, consistent with CEQA, to the CITY's satisfaction, in lieu of the rejected mitigation measures or conditions. Such substitution shall be deemed a clarification pursuant to Section 11.3 of this Agreement.

5.8 Timing of Development. The Parties acknowledge that LA PAZ cannot at this time predict when or the rate at which the Property will be developed. Such decisions depend upon numerous factors which are not within the control of LA PAZ, such as market orientation

and demand, interest rates, absorption, completion and other similar factors. In *Pardee Construction Co. v. City of Camarillo (Pardee)*, 37 Cal.3d 465 (1984), the California Supreme Court held that the failure of the parties therein to provide for the timing or rate of development resulted in a later-adopted initiative restricting the rate of development prevailing as against the parties' agreement. CITY and LA PAZ intend to avoid the result in *Pardee* by acknowledging and providing that LA PAZ shall have the right to develop the Property in such order and at such rate and times as LA PAZ deems appropriate solely within the exercise of its subjective business judgment, but LA PAZ shall have no obligation to develop the Project or the Property.

5.8.1 In furtherance of the Parties' intent, as set forth in this Section 5.8, no future amendment of any existing CITY ordinance or resolution, or future adoption of any ordinance, resolution or other action, that purports to limit the rate or timing of development over time or alter the sequencing of development phases, whether adopted or imposed by the City Council or through the initiative or referendum process, shall apply to the Property or the Project.

5.8.2 Moratorium. The CITY shall not impose a moratorium on the Property or Project unless the CITY has made legislative findings that there is a current and immediate threat to the public health, safety or welfare and that the approval of the entitlement sought by LA PAZ would result in that threat to public health, safety or welfare, and provided that the CITY has otherwise complied with all applicable law.

5.9 Pedestrian and Bike Path Plan. LA PAZ will coordinate and cooperate with the CITY in the development of a pedestrian and bike path plan that will serve the Preferred Project. LA PAZ agrees that these paths may be utilized by golf carts, as well as pedestrians and cyclists.

5.10 Wastewater System. At the City's request, LA PAZ shall grant to the CITY an easement to build, maintain and dispose on LA PAZ's property unless the CITY finds an alternative means of disposing without the LA PAZ property.

The CITY may in the future approve and implement a municipal centralized wastewater treatment facility for the Civic Center area. If the CITY builds such a centralized wastewater treatment facility and it is fully permitted and operational before LA PAZ receives its final grading permit for construction of its wastewater treatment facility for either the Alternative or Preferred Project, whichever occurs first, LA PAZ will hook up to the CITY's centralized municipal facility and pay an amount equivalent to that paid by other property owners that have hooked up to the system. If the CITY's centralized wastewater treatment facility is not fully permitted and operational when LA PAZ receives its grading permit, LA PAZ shall have the right to go forward with its wastewater treatment facility and shall not be required to hook up to the CITY's facility nor to contribute thereto, unless LA PAZ elects to hook-up to the CITY's facility, in which case LA PAZ may be required to pay an amount equivalent to that paid by other property owners that have hooked up to the system.

5.10.1. Separate City Wastewater Treatment Plant & Corresponding Easement: CITY wishes to reserve its right to construct and maintain its own centralized or on-site wastewater treatment facility on Parcel C. In the event CITY opts to construct such a

separate wastewater plant on Parcel C, LA PAZ agrees to grant CITY an easement for the dispersal of effluent only, onto LA PAZ's property not to exceed 600 gallons per day. How and where the effluent is dispersed onto LA PAZ's property shall remain within the exclusive control and discretion of LA PAZ in accordance with and subject to all applicable laws. The Easement shall only permit the dispersal of excess municipal wastewater treated in compliance with Division 4 of TITLE 22 of the California Code of Regulations. All excess municipal wastewater to be disposed of on the La Paz property shall have been processed in a Title 22 wastewater treatment plant approved by, if such approval is otherwise required by law, the City of Malibu, the California Department of Public Health, the Los Angeles County Regional Water Quality Control Board and any other responsible public agency, as well as performing the required daily monitoring of effluent quality. Only Title 22 compliant waters shall be delivered to La Paz.

5.10.2. Overburdening: The easement is intended to permit excess wastewater disposal onto the La Paz property only in amounts commensurate with that generated by the development of a 20,000 sq. ft. City Hall Office Building housing a maximum of 200 employees (approximately 4000 Gallons per day gross code flow wastewater generation prior to reduction from reuse); any development that exceeds these flow parameters will be deemed to be an overburdening of the easement unless CITY and LA PAZ agree in writing and amend this Agreement to so provide. The City, prior to utilizing its easement for disposal on La Paz's property, shall make all reasonable efforts to recycle and reuse its wastewater for in-building toilet reuse and landscaping on its property (85% anticipated reuse potential from in-building toilet reuse alone). CITY shall install dual plumbing (Purple pipe) in whatever municipal structure(s) that may be constructed in order to provide for the intended recycling and reuse potential in compliance with TITLE 22 and applicable law.

## 6. DEVELOPMENT OF PARCEL C

6.1 LA PAZ's obligations with respect to Parcel C are limited to the following:

6.1.1 Land Conveyance. After the Preferred Project has received all discretionary approvals from all agencies, including without limitation, the CITY and the California Coastal Commission, and the time has passed for a referendum, and all statutes of limitations have expired as to legal challenge to all of the discretionary approvals from all agencies, or all litigation shall have terminated in final judgment favorable to LA PAZ and the CITY, including all appeals, or litigation has ended in a settlement acceptable to LA PAZ in its sole discretion, LA PAZ shall convey Parcel C to the CITY. Such conveyance is exempt from the Subdivision Map Act, Government Code § 66410 *et seq.*, pursuant to § 66428(a)(2), as a conveyance to a public agency.

6.1.2 Cash Contribution. After the Preferred Project has received all discretionary approvals from all agencies, including without limitation, the CITY and the California Coastal Commission, and the time has passed for a referendum and all statutes of limitations have expired as to legal challenge to all of the discretionary approvals from all agencies, or all litigation shall have proceeded to final judgment favorable to LA PAZ and the

CITY, including all appeals, or settlement acceptable to LA PAZ in its sole discretion, LA PAZ shall, within 30 days of such date, contribute \$500,000 to the CITY to be used for the development of Parcel C. This contribution is LA PAZ's sole monetary obligation with respect to Parcel C.

6.1.3 Reimbursement of CITY's Fees and Costs. Within 10 working days after the Vesting Date, LA PAZ shall pay \$25,000 to the CITY to reimburse CITY for a portion of its attorneys fees and other costs in negotiating this Agreement.

6.2 LA PAZ May Proceed With Preferred Project. When LA PAZ has satisfied its obligations set forth in Sections 6.1.1 and 6.1.2, it may proceed immediately with construction of its Preferred Project, without regard for the status of the CITY's development of Parcel C.

6.3 CITY's Obligations With Respect to Parcel C.

6.3.1 Cost of Construction. Other than the contribution set forth in Section 6.1.2, all costs associated with development of Parcel C shall be borne solely by the CITY. The CITY acknowledges that changes in the economy and construction trades over the anticipated permitting and construction timeline for new City Hall render it impossible to firmly estimate or to judge actual construction costs of a new City Hall as of the Vesting Date of this Agreement. There are no plans for any other potential use of Parcel C that have been prepared; and the nature of any use which may potentially be approved pursuant to Secs. 6.3.2, 6.3.3 and 6.3.4 is unspecified and uncertain, so any analysis or estimation of permitting and construction costs would be wholly speculative. The CITY has not committed any resources which would foreclose meaningful options for any potential future project, mitigation measure or alternative on Parcel C.

6.3.2 Limitations on Use of Parcel C. This Agreement allows the CITY to use Parcel C for its new City Hall, which must be constructed in substantial conformance with Sections 5.1.2.3 and 5.1.2.4 of this Agreement. The CITY, however, wishes to retain flexibility with respect to its future needs and the use of Parcel C. The Parties therefore agree that the CITY may use Parcel C for a new City Hall, or for a library, community center, senior center, centralized wastewater treatment facility, improved park or for similar uses, with structures, of like kind and nature to those structures and uses heretofore listed in this Sec. 6.3.2. The CITY shall not use Parcel C, or cause Parcel C to be used, primarily for any commercial or retail purpose, although may sell city related merchandise or hold special events which have a commercial component.

6.3.2.1 The CITY agrees that any development of, and construction on, Parcel C shall be consistent with that of LA PAZ's Project.

6.3.2.2 The CITY acknowledges its agreement to use Parcel C as provided herein is a material consideration without which LA PAZ would not have entered into this Agreement because, among other things, the City Hall or the other potential uses would provide a substantial public benefit to the CITY and its residents but would not compete with LA PAZ's Project.

6.3.3 Required CEQA and Public Hearing Process. Before implementing any use of Parcel C other than a new City Hall, the CITY, at its sole cost and expense, must conduct adequate review of its proposed project under CEQA, and at a duly noticed public hearing, the City Council must find that the proposed use is consistent with adjacent uses, the General Plan and the LCP, and any other applicable law, policy, rule, regulation or ordinance.

6.3.4 LA PAZ Reservation of Rights. LA PAZ retains all of its rights to oppose, or seek modification of, any project proposed pursuant to sec. 6.3.3 on any ground whatsoever, including without limitation if the project is not consistent with adjacent uses, the General Plan and/or LCP, has not received adequate review under CEQA or other applicable statute or rule of law requiring environmental review, or does not comply with any other applicable standard, policy, law, rule or regulation.

#### 6.4 Reconveyance of Parcel C to LA PAZ.

6.4.1 If CITY does not build either City Hall or another use approved pursuant to the provisions of this Agreement within ten years of the date of conveyance by LA PAZ, CITY shall reconvey Parcel C to LA PAZ on the terms and conditions hereinafter set forth in Sections 6.4.2 through and including 6.4.4. Provided, however, that if CITY has determined to use Parcel C for a park but has not installed any park improvements, the provisions of this Section shall apply. If CITY determines to sell Parcel C within ten years of the Vesting Date, CITY shall first offer to sell Parcel C to LA PAZ on the terms and conditions hereinafter set forth in Section 6.4.11 through and including 6.4.4. The word "sell" shall include any transfer, conveyance, assignment, lease, hypothecation, or pledge of all or any portion of Parcel C, except for an easement for utility purposes. The purchase price for Parcel C to be paid by LA PAZ ("Purchase Price") shall be determined pursuant to Section 6.5.2 hereof.

6.4.1.1 CITY shall deliver notice of any sale of Parcel C it proposes to make prior to the expiration of the ten year period to LA PAZ by registered mail. LA PAZ shall have ten business days from the receipt of such notice to accept or reject purchase of Parcel C ("Acceptance Period") by delivering its written notice of its intent to purchase Parcel C ("Notice of Intent") to CITY on or before 5:00 p.m. on the last day of the Acceptance Period. If LA PAZ fails to notify the CITY of its intent to purchase Parcel C on or before the last day of the Acceptance Period, the CITY may proceed with its proposed sale.

6.4.2 The Purchase Price shall be determined based upon the value of Parcel C as entitled for 20,000 square feet of office use, regardless of which use the CITY may have intended for Parcel C. The CITY and LA PAZ shall each select an appraiser holding an MAI certification, who shall each appraise Parcel C. If the two appraisers reach values that are not within 5% of each other, the two appraisers shall select a third appraiser who will appraise Parcel C. The third appraiser shall be limited in his or her appraisal to a valuation no lower nor higher than the values arrived at by the first two appraisers. The third appraiser's valuation will establish the Purchase Price. If the two appraisers reach values within 5% of each other, the Purchase Price will be determined by splitting the difference.

6.4.2.1 The Purchase Price shall be reduced by a sum equal to \$500,000, less reasonable costs incurred by the CITY for the design, engineering and other costs

reasonably related to the development by CITY of a new City Hall or other use approved pursuant to Sections 6.3.2, 6.3.3 and 6.3.4 of this Agreement.

6.4.2.1.1 LA PAZ may demand in writing substantiation of the costs claimed by CITY to have been incurred toward the development of Parcel C and CITY shall provide such written substantiation within five business days of LA PAZ's demand.

6.4.2.1.2 The costs and fees charged by a third appraiser shall be split evenly between the CITY and LA PAZ.

6.4.3 If the CITY is required to reconvey Parcel C, an escrow shall immediately be opened by LA PAZ at an escrow company of LA PAZ's choosing, reasonably acceptable to CITY. The escrow instructions shall provide for a closing date 90 days following the end of the ten year vesting period or the delivery of LA PAZ's Notice of Intent to Purchase Parcel C ("Closing Period"), as appropriate pursuant to Section 6.4.1. The escrow instructions shall reflect the terms and conditions set forth in this Section 6.4, including, but not limited to, the deposit by LA PAZ of the Purchase Price and the deposit by CITY of a warranty grant deed reconveying Parcel C to LA PAZ.

6.4.4 Upon reconveyance to it of Parcel C, to the extent allowed by law, LA PAZ shall be entitled to develop Parcel C with 20,000 square feet of commercial office development within a footprint of development generally consistent with that set forth in Section 5.1.2.3 of this Agreement, regardless of which use the CITY may have intended for Parcel C. The EIR shall be relied upon for CEQA compliance for such development, to the maximum extent allowed by the law. In reviewing LA PAZ's commercial development, the CITY may conduct a site plan review pursuant to Malibu Municipal Code Section 17.62.070, as it exists on the Vesting Date. Any such site plan review shall be limited to review of any substantial changes in the footprint and configuration of development on Parcel C as the CITY, in approving the Preferred Project, has already found that the location and configuration of the proposed City Hall building are consistent with the CITY's General Plan and LCP, does not impact any views and thus comports with Section 17.62.060 of the CITY's Municipal Code, and any other rules or regulations that are or may be applicable. No other or further discretionary review shall be required, except as may be required by the Applicable Rules.

## 7. PROJECT HEARINGS

7.1 Hearing Schedule. The requirements for notice and hearing are governed by the applicable sections of the CITY's LCP and Municipal Code.

7.2 Separate Approvals. The actions of the CITY on each Project shall be separate. Nothing in this Agreement precludes LA PAZ in its sole discretion from proceeding with the Alternative Project.

7.3 Coastal Commission. If the Preferred Project is considered by the California Coastal Commission, and during that consideration modified, then the matter shall be placed on the Planning Commission agenda and, if required, on the City Council agenda, consistent with legal noticing requirements, at the earliest reasonable opportunity, subject to Section 7.3.1.

7.3.1 If the Preferred Project is modified by the California Coastal Commission, LA PAZ in its sole discretion may elect not to proceed with the hearing process. The CITY retains its legal discretion to disapprove a modified project after it conducts the required public hearing process.

## 8. DEMONSTRATION OF GOOD FAITH COMPLIANCE

8.1 Review of Compliance. In accordance with Government Code § 65865.1, and Malibu Municipal Code § 17.64.130 *et seq.*, this Section 8 and the Applicable Rules, once every 12 months, on or shortly before each anniversary of the Effective Date, the CITY's Manager or his/her designee shall review LA PAZ's compliance with the terms of this Agreement, and shall prepare a report setting forth his or her determination, which must be based on substantial evidence, in accordance with Government Code § 65865.1 and Malibu Municipal Code § 17.64.130 B ("Periodic Review").

8.2 Information to be Provided to LA PAZ. Not later than five business days prior to the Periodic Review, the CITY shall make available to LA PAZ copies of all staff reports which have been prepared in connection with the Periodic Review, written comments from the public and all related exhibits concerning the Periodic Review. If any staff reports, written comments from the public, and related exhibits are completed or received at a later date, they shall be provided to LA PAZ upon completion or receipt.

8.3 Scope of Review. As part of the Periodic Review, LA PAZ shall be given a full and adequate opportunity to be heard, orally and in writing, regarding its performance. It is the duty of LA PAZ to provide evidence of good faith compliance with this Agreement to the City Manager's satisfaction at the time of the review.

8.4 Good Faith Compliance. For purposes of this Agreement, the phrase "good faith compliance" shall mean that LA PAZ has demonstrated that it has acted in a commercially reasonable manner (taking into account the circumstances which then exist) and has substantially complied with LA PAZ's material obligations under this Agreement.

8.5 Notice Of Non-Compliance; Cure Rights. The City Manager or his/her delegee shall determine on the basis of substantial evidence that has or has not complied with this Agreement. If, as a result of this review the City Manager determines that the Agreement is not being fulfilled, he or she shall notify LA PAZ of his or her findings as required by law for the service of summons or by registered or certified mail, postage prepaid, return receipt requested, also indicating that failure to comply within a period specified, but in no event less than thirty calendar days, may result in legal action to enforce compliance, termination or modification of this Agreement ("Notice of Violation").

8.5.1 Contents of Notice of Violation. Every Notice of Violation shall state with specificity that it is given pursuant to Section 8.5 of this Agreement, the nature of the alleged breach, including references to the pertinent provisions of this Agreement, the portion of the Property and/or Project involved, and the manner in which the breach may satisfactorily be cured.

8.6 Failure of Periodic Review. The CITY's failure to conduct any Periodic Review shall not constitute a breach, nor be asserted by any Party to be, a breach of this Agreement nor does it constitute a waiver of any Party's obligations hereunder.

8.7 Proceedings Upon Modification or Termination. If, at the end of the time period established by the City Manager, LA PAZ has failed to comply with the terms of this Agreement or, alternatively, submitted additional evidence satisfactorily substantiating such compliance, the Director shall notify the Planning Commission of his or her findings recommending such action as he or she deems appropriate, including legal action to enforce compliance or terminate or modify this Agreement.

8.8 Hearing on Modification or Termination. Where the Director notifies the commission that his or her findings indicate that this Agreement is being violated, a public hearing shall be scheduled before the Planning Commission to consider LA PAZ's reported failure to comply and the action recommended by the Director. Procedures for conduct of such hearing shall be the same as provided in the Municipal Code for initiation and consideration of a development agreement.

8.8.1 If as a result of such hearing, the Planning Commission finds that LA PAZ is in violation of this Agreement, it shall notify the City Council of its findings, recommending such action as it deems appropriate.

8.8.2 If the Planning Commission reports a violation of this Agreement, the City Council may take one of the following actions:

8.8.2.1 Approve the recommendation of the Planning Commission instructing that action be taken as indicated therein, in cases other than a recommendation to terminate or modify this Agreement; or

8.8.2.2 Refer the matter back to the Planning Commission for further proceedings with or without instructions; or

8.8.2.3 Schedule the matter for a public hearing before itself where termination or modification of this Agreement is recommended. Procedures for such hearing shall be as provided in Municipal Code Sections 17.04.160 through 17.04.230.

8.9 This Section 8 is subject to the cure provisions of Section 9.1.

8.10 Certificate of Agreement Compliance. If at the conclusion of a Periodic Review LA PAZ is found to be in good faith compliance with this Agreement, CITY shall, upon request of LA PAZ, issue a Certificate of Compliance with Development Agreement ("Certificate") to LA PAZ stating that after the most recent Periodic Review, and based upon the information known or made known to the CITY, that (1) this Agreement remains in effect, and (2) LA PAZ is not in default. The Certificate shall be in a recordable form, shall contain information necessary to communicate constructive record notice of the finding of compliance, and shall state the anticipated date of the next Periodic Review. LA PAZ may at its sole option record the Certificate with the County Recorder.

## 9. DEFAULT AND REMEDIES

9.1 Default. Either Party to this Agreement shall be deemed to have breached this Agreement if it materially breaches any of the provisions of this Agreement and the same is not cured within the time set forth in a written Notice of Violation from the non-breaching Party to the breaching Party. The contents of the Notice of Violation shall be as set forth in Section 8.5.1. The period of time to cure shall be not less than thirty days from the date that the Notice of Violation is deemed received; provided, however, that if the breaching Party cannot reasonably cure a default within the time set forth in the Notice of Violation, then the breaching Party shall not be in default if it commences to cure the default within the time limit and diligently effects the cure thereafter.

9.2 Specific Performance. The Parties acknowledge that money damages are inadequate, and specific performance and other non-monetary relief are particularly appropriate remedies for the enforcement of this Agreement, and are available to the Parties for the following reasons:

9.2.1 This Agreement involves the planning and development of real property;

9.2.2 Due to the size, nature and scope of the Project, it may not be practical or possible to restore the Property to its natural condition once implementation of the Project has begun. After such implementation has begun, LA PAZ may be foreclosed from other choices it may have had to utilize the Property or portions thereof. LA PAZ has invested significant time and resources and performed extensive planning and processing of the Project, and will be investing even more significant time and resources in implementing the Project in reliance upon the terms of this Agreement, and it is not possible to determine the sum of money which would adequately compensate LA PAZ for such efforts.

9.3 Remedies in General. LA PAZ's sole remedy against the CITY shall be specific performance. The CITY shall not be liable to LA PAZ in damages for any breach of this Agreement.

## 10. MORTGAGEE PROTECTION

10.1 Mortgagee Protection. This Agreement shall not prevent or limit LA PAZ, in any manner, in LA PAZ's sole discretion, from encumbering the Property or any portion thereof, or any improvements thereon, by any mortgage, deed of trust or other security device. Any Mortgagee of a mortgage or a beneficiary of a deed of trust or any successor or assign thereof, including without limitation the purchaser at a judicial or non-judicial foreclosure sale or a person or entity who obtains title by deed-in-lieu of foreclosure on the Property, shall be entitled to the following rights and privileges:

10.1.1 Mortgage Not Rendered Invalid. Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish, or impair the priority of the lien of any mortgage or deed of trust on the Property made in good faith and for value. No Mortgagee shall have an obligation or duty under this Agreement to perform

LA PAZ's obligations, or to guarantee such performance, prior to taking title to all or a portion of the Property.

10.1.2 Request for Notice to Mortgagee. The Mortgagee of any mortgage or deed of trust encumbering the Property, or any part thereof, who has submitted a request in writing to the CITY in the manner specified herein for giving notices, shall be entitled to receive a copy of any Notice of Violation delivered to LA PAZ.

10.1.3 Mortgagee's Time to Cure. The CITY shall provide a copy of any Notice of Violation to the Mortgagee within ten days of delivery of the Notice of Violation to LA PAZ. The Mortgagee shall have the right, but not the obligation, to cure the default for a period of thirty days after receipt of such Notice of Violation. Notwithstanding the foregoing, if the default is a default which can only be remedied by the Mortgagee obtaining possession of the Property, or any portion thereof, and the Mortgagee seeks to obtain possession, the Mortgagee shall have until thirty days after the date of possession to cure or, if such default cannot reasonably be cured within that period, to commence to cure the default, provided that the default is cured no later than one year after Mortgagee obtains possession.

10.1.4 Cure Rights. Any Mortgagee who takes title to all of the Property, or any part thereof, pursuant to foreclosure of the mortgage or deed of trust, or a deed in lieu of foreclosure, shall succeed to the rights and obligations of LA PAZ under this Agreement as to the Property or portion thereof so acquired; provided, however, that in no event shall the Mortgagee be liable for any defaults or monetary obligations of LA PAZ arising prior to acquisition of title to the Property by the Mortgagee, except that the Mortgagee shall not be entitled to a building permit or occupancy certificate until all delinquent and current fees, and other monetary or non-monetary obligations, due under this Agreement for the Property, or portion thereof acquired by the Mortgagee, have been satisfied.

10.1.5 Bankruptcy. If any Mortgagee is prohibited from commencing or prosecuting foreclosure, or other appropriate proceedings in the nature of foreclosure, by any process or injunction issued by any court, or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceedings involving LA PAZ, the time periods specified in Section 10.1.3 above shall be extended for the period of the prohibition, except that any such extension shall not extend the term of this Agreement.

10.2 Estoppel Certificate. At any time and from time to time, LA PAZ may deliver written notice to CITY and CITY may deliver written notice to LA PAZ, requesting that such Party certify in writing that, to the knowledge of the certifying Party (a) this Agreement is in full force and effect and a binding obligation of the Parties, (b) this Agreement has not been amended, or if amended, the identity of each amendment, and (c) the requesting Party is not in breach of this Agreement, or if in breach, a description of each breach. The Party receiving such a notice shall execute and return the certificate within thirty days following receipt of the notice. The CITY's Director shall be authorized to execute, on behalf of the CITY, any Estoppel Certificate requested by LA PAZ. CITY acknowledges that an estoppel certificate may be relied upon by successors in interest to LA PAZ and by holders of record of deeds of trust on the portion of the Property in which LA PAZ has a legal interest. The City Council may designate other persons who shall be authorized to execute any Estoppel Certificate requested by LA PAZ.

## 11. ADMINISTRATION OF AGREEMENT

11.1 Appeal. Any decision by CITY staff concerning the interpretation or administration of this Agreement or development of the Project or Property in accordance herewith, may be appealed by LA PAZ to the Planning Commission, and thereafter, if necessary, to the City Council, following the procedures set forth in the CITY's Municipal Code. All determinations of the CITY's Planning Commission with respect to the Property or Project may be appealed to the City Council pursuant to such Municipal Code procedures. Final determinations by the City Council are subject to judicial review in accordance with California law.

11.2 Certificate of Performance. Upon the completion of the Preferred Project, or the completion of development of any parcel within the Project, or upon completion of performance of this Agreement, or its earlier revocation and termination, the CITY shall provide LA PAZ, upon LA PAZ's request, with a statement ("Certificate of Performance") evidencing the completion or revocation and the release of LA PAZ from further obligations hereunder, excepting any ongoing obligations. The Certificate of Performance shall be signed by the appropriate agents of LA PAZ and the CITY and shall be recorded in the official records of Los Angeles County, California. Such Certificate of Performance is not a Notice of Completion as referred to in California Civil Code § 3093.

11.3 Clarifications Through Operating Memoranda. During the term of this Agreement, clarifications to this Agreement, and the Applicable Rules may be appropriate with respect to the details of the performances of CITY and LA PAZ. If and when, from time to time, during the term of this Agreement, CITY and LA PAZ agree that such clarifications are necessary or appropriate, they shall effectuate such clarification through operating memoranda approved in writing by CITY and LA PAZ which, after execution, shall be attached hereto and become part of this Agreement, and the same may be further clarified from time to time, as necessary, with future written approval by CITY and LA PAZ. Operating memoranda are not intended to, and shall not, constitute modifications or amendments to this Agreement but are mere ministerial clarifications. Therefore, public notices and hearings shall not be required. The City Attorney shall be authorized to determine whether a requested clarification may be effectuated pursuant to this Section or whether the requested clarification constitutes an amendment which requires compliance with the provisions of Section 11.5. The authority to enter into operating memoranda is delegated to the CITY's Manager, and the CITY's Manager is hereby authorized to execute any operating memoranda hereunder without further City Council action.

11.4 Modifications Requiring Amendment of this Agreement. Any proposed modification of the performances of CITY or LA PAZ which results in any of the following shall not constitute a clarification but rather shall require an amendment to this Agreement:

11.4.1 Any decrease in the required building setbacks;

11.4.2 Any increase in the total developable square footage of the entire Property in excess of the maximum FAR allowed under this Agreement;

11.4.3 Any increase in the maximum allowable height of buildings or structures on the Property, as set forth in this Agreement;

11.4.4 Any decrease in the minimum required lot area, as set forth in this Agreement;

11.4.5 Any implementation of a use which is not permitted under this Agreement;

11.4.6 Any material modification to LA PAZ's obligation to convey Parcel C to the CITY and pay the \$500,000 to the CITY, as provided in Section 6.1.1 of this Agreement.

11.4.7 When the City Attorney determines pursuant to Section 11.3 that an amendment is required.

11.5 Amendment or Cancellation of Agreement. Except as otherwise set forth herein, this Agreement may only be amended or cancelled, in whole or in part, by mutual consent of CITY and LA PAZ, and upon compliance with the provisions of Government Code § 65868. This provision shall not limit any remedy of CITY or LA PAZ as provided by this Agreement.

## 12. TERMINATION

12.1 This Agreement shall be deemed terminated and of no further effect upon the occurrence of any of the following events:

12.1.1 Expiration of the stated term of this Agreement except for its provisions that are stated to survive its termination.

12.1.2 Entry of a final judgment after all appeals are concluded setting aside, voiding or annulling the adoption of the ordinance approving this Agreement.

12.1.3 The adoption of a referendum measure overriding or repealing the ordinance approving this Agreement and the conclusion of any litigation, including appeal, upholding the measure overriding or repealing the ordinance that approved this Agreement.

## 13. INDEMNIFICATION/DEFENSE

13.1 LA PAZ's Indemnification. LA PAZ shall indemnify, defend, and hold harmless the CITY and its officers, employees and agents from and against any and all losses, liabilities, fines, penalties, costs, claims, demands, damages, injuries or judgments arising out of, or resulting in any way from, LA PAZ's performance pursuant to this Agreement, except to the extent such is a result of the CITY'S sole negligence, gross negligence or intentional misconduct. LA PAZ shall indemnify, defend and hold harmless the CITY and its officers, employees and agents from and against any action or proceeding to attack, review, set aside, void or annul this Agreement or the Project Approvals, including without limitation, the CEQA determination. LA PAZ is in no event required to indemnify, defend or hold harmless the CITY with respect to any and all losses, liabilities, fines, penalties, costs, claims, demands, damages, injuries or

judgments arising out of, or resulting in any way, from CITY's planning or development of Parcel C, including, without limitation, against any action or proceeding to attack, review, set aside, void or annul CITY's approval of any use on Parcel C.

13.2 Defense of Agreement. The CITY agrees at LA PAZ's expense to, and shall timely take, all actions which are necessary or required to uphold the validity and enforceability of this Agreement and the Applicable Rules. The CITY may choose its own counsel or, at its sole discretion, demand that LA PAZ provide counsel to provide such defense in which event the CITY shall co-operate with such counsel.

13.2.1 The rate per hour billed to LA PAZ for the services of the City Attorney shall be capped at the City Attorney's regular hourly rate billed to the CITY at the time the lawsuit is filed, with persons billing at a lesser rate billed to LA PAZ at their actual rate billed to the CITY at the time the lawsuit is filed.

13.2.2 In defending such joint litigation, the CITY agrees that LA PAZ's counsel may take the laboring oar to avoid duplicative work.

13.2.3 The CITY shall not settle any lawsuit attacking the Project Approvals, or other litigation implicating LA PAZ, without LA PAZ's written consent, obtained in advance.

13.3 This Section 13 shall survive the termination of this Agreement.

14. **TIME OF ESSENCE.** Time is of the essence for each provision of this Agreement of which time is an element.

15. **NOTICES.** As used in this Agreement, "notice" includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver, appointment or other communication required or permitted hereunder.

15.1 All notices shall be in writing and shall be given by personal delivery, by deposit in the U.S. mail first class with postage prepaid, or by sending the same by overnight delivery service, or, registered or certified mail with return receipt requested, with postage and postal charges prepaid, or by facsimile, as follows:

If to CITY:

City Clerk  
City of Malibu  
23815 Stuart Ranch Road  
Malibu, California 90265  
Fax: (310) 456-3356

with copies to:

The City Attorney:  
Christi Hogin, Esq.

Jenkins & Hogin, LLP  
1230 Rosecrans Avenue, Suite 110  
Manhattan Beach, California 90266  
Fax: (310) 643-8841

If to LA PAZ:

Malibu La Paz Ranch, LLC  
c/o Sterling Partners  
1033 Skokie Blvd., Suite 600  
Northbrook, Illinois 60062  
Attn: Jeff Perelman  
Fax: (847) 480-0199

and

Donald W. Schmitz, II  
Christopher Deleau, Esq.  
Schmitz & Associates  
29350 West Pacific Coast Highway, Unit 12  
Malibu, California 90265  
Fax: (310) 589-0353

with copies to:

Tamar C. Stein, Esq.  
Cox, Castle & Nicholson LLP  
2049 Century Park East, 28th Floor  
Los Angeles, California 90067  
Fax: (310) 277-7889

15.2 Either Party may change its designated recipient, mailing address and/or facsimile number, by giving written notice of such change in the manner provided herein. All notices under this Agreement shall be deemed received on the earlier of the date personal delivery is effected or on the date deposited in the mail or the delivery date shown on the return receipt, air bill or facsimile confirmation sheet.

## 16. MISCELLANEOUS PROVISIONS

16.1 Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the County Recorder by the Clerk of the City Council within ten days of execution, as required by Government Code § 65868.5.

16.2 Entire Agreement. This Agreement contains the entire agreement between the Parties regarding the subject matter hereof, and all prior agreements or understandings, oral or written, are merged herein. This Agreement shall not be amended, except as expressly provided herein.

16.3 Waiver. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar; nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless it is executed in writing by a duly authorized representative of the Party against whom enforcement of the waiver is sought.

16.4 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, each Party, in its sole discretion, shall have 60 days to determine whether to elect to terminate this Agreement or to deem that the remainder of this Agreement shall be effective to the extent the remaining provisions are not rendered impractical to perform, taking into consideration the purposes of this Agreement.

16.5 Relationship of the Parties. Each Party acknowledges that, in entering into and performing under this Agreement, it is acting as an independent entity and not as an agent of any other Party in any respect. Nothing contained herein or in any document executed in connection herewith shall be construed as creating the relationship of partners, joint venturers or any other association of any kind or nature between CITY and LA PAZ, jointly or severally.

16.6 No Third Party Beneficiaries. This Agreement is made and entered into for the sole benefit of the Parties and their successors in interest. No other person or party shall have any right of action based upon any provision of this Agreement.

16.7 Cooperation Between CITY and LA PAZ. CITY and LA PAZ shall execute and deliver to the other all such other and further instruments and documents as may be reasonably necessary to carry out the purposes of this Agreement.

16.8 Rules of Construction. The captions and headings of the various sections and subsections of this Agreement are for convenience of reference only, and they shall not constitute a part of this Agreement for any other purpose or affect interpretation of the Agreement. Should any provision of this Agreement be found to conflict with any provision of the Applicable Rules or the Project Approvals or the Future Approvals, the provisions of this Agreement shall control.

16.9 Joint Preparation. This Agreement shall be deemed to have been prepared jointly and equally by the Parties, and it shall not be construed against any Party on the ground that the Party prepared the Agreement or caused it to be prepared.

16.10 Governing Law and Venue. This Agreement is made and entered into in the County of Los Angeles, California, and the laws of the State of California shall govern its interpretation and enforcement. Any action, suit or proceeding related to, or arising from, this Agreement shall be filed in the County of Los Angeles.

16.11 Attorneys' Fees. In the event any action, suit or proceeding is brought for the enforcement or declaration of any right or obligation pursuant to, or as a result of any alleged breach of, this Agreement, the prevailing Party shall be entitled to its reasonable attorneys' fees and litigation expenses and costs, and any judgment, order or decree rendered in such action, suit or proceeding shall include an award thereof. Attorneys' fees under this Section shall include attorneys' fees on any appeal and any post-judgment proceedings to collect or enforce the

judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment on this Agreement.

16.12 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which constitute one and the same instrument.

16.13 Weekend/Holiday Dates. Whenever any determination is to be made or action to be taken on a date specified in this Agreement, if such date shall fall upon a Saturday, Sunday or federal or state holiday, the date for such determination or action shall be extended to the first business day immediately thereafter.

16.14 Not a Public Dedication. Except as otherwise expressly provided herein, nothing herein contained, or shown or graphically depicted on the approved plans for the Project, including without limitation all site plans and surveys, shall be deemed to be a gift or dedication of the Property, or of the Project, or any portion thereof, to the general public, for the general public, or for any public use or purpose whatsoever, it being the intention and understanding of the Parties that this Agreement be strictly limited to the development of the Project for the purposes herein expressed. LA PAZ shall have the right to prevent or prohibit the use of the Property, or the Project, or any portion thereof, including common areas and buildings and improvements located thereon, by any person for any purpose which is not consistent with the development of the Project. Any portion of the Property conveyed to the CITY by LA PAZ as provided herein shall be held and used by the CITY only for the purposes contemplated herein or otherwise provided in such conveyance, and the CITY shall not take or permit to be taken (if within the power or authority of the CITY) any action or activity with respect to such portion of the Property that would deprive LA PAZ of the material benefits of this Agreement, or would in any manner interfere with the development of the Project as contemplated by this Agreement.

16.15 Singular and Plural. As used herein, the singular of any word includes the plural.

16.16 Excusable Delays. Performance by any Party of its obligations hereunder shall be excused during any period of "Excusable Delay," as hereinafter defined, provided that the Party claiming the delay gives notice of the delay to the other Party as soon as reasonably possible after the same has been ascertained. For purposes hereof, Excusable Delay shall mean delay that directly affects, and is beyond the reasonable control of, the Party claiming the delay, including without limitation: (a) act of God; (b) civil commotion; (c) riot; (d) strike, picketing or other labor dispute; (e) shortage of materials or supplies; (f) damage to work in progress by reason of fire, flood, earthquake or other casualty; (g) reasonably unforeseeable delay caused by a reasonably unforeseeable restriction imposed or mandated by a governmental entity other than CITY; (h) litigation brought by a third party attacking the validity of this Agreement, a Project Approval, a Future Approval or any other action necessary for development of the Property, (a) delays caused by any default by CITY or LA PAZ hereunder, or (b) delays due to presence or remediation of hazardous materials. The term of this Agreement shall be extended by any period of Excusable Delay.

16.17 Mutual Covenants. The covenants contained herein are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the Party benefited thereby of the covenants to be performed hereunder by such benefited Party.

16.18 Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the Parties to this Agreement. All of the provisions, agreements, rights, powers, standards, terms, covenants, and obligations contained in this Agreement shall be binding upon the Parties and their respective heirs, successors, and assignees, devisees, administrators, representatives, lessees, and all other persons acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the Parties and their respective heirs, successors and assignees. All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable laws, including, but not limited to, Section 1468 of the Civil Code of the State of California. Each covenant to do, or refrain from doing, some act on the Property hereunder, (a) is for the benefit of such properties and is a burden upon such properties, (b) runs with such properties, and (c) is binding upon each Party and each successive owner during its ownership of such properties or any portion thereof, and each person having any interest therein derived in any manner through any owner of such properties, or any portion thereof, and shall benefit each Party and its Property hereunder, and each other person succeeding to an interest in such properties.

16.19 Further Actions and Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other in the performance of all obligations under this Agreement and the satisfaction of the conditions of this Agreement. Upon the request of either Party at any time, the other Party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record any reasonably required instruments and writings, and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement and to evidence or consummate the transactions contemplated by this Agreement.

16.20 Authority to Execute.

16.20.1 The persons signing below on behalf of LA PAZ warrant and represent that they have the authority to bind LA PAZ and that all necessary partners, managing members, board of directors, shareholders, or other approvals have been obtained.

16.20.2 The persons signing below on behalf of the CITY warrant and represent that they have the authority to bind the CITY and that all necessary approvals from the City Council have been obtained.

16.21 Exhibits. All Exhibits attached to this Agreement are hereby incorporated by reference as if set forth in full.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year set forth below.

**CITY OF MALIBU**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Mayor of Malibu

ATTEST:

By: \_\_\_\_\_

(SEAL)

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Counsel for the CITY

**MALIBU LA PAZ RANCH, LLC**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Counsel for LA PAZ

**TABLE OF CONTENTS**

---

1.	<b>RECITALS</b> .....	1
2.	<b>DEFINITIONS</b> .....	2
3.	<b>VESTED DEVELOPMENT RIGHTS</b> .....	5
4.	<b>ASSIGNMENT</b> .....	7
5.	<b>DESCRIPTION AND PROCESSING OF THE PROJECTS</b> .....	9
6.	<b>DEVELOPMENT OF PARCEL C AND THE NEW CITY HALL</b> .....	14
7.	<b>PROJECT HEARINGS</b> .....	17
8.	<b>DEMONSTRATION OF GOOD FAITH COMPLIANCE</b> .....	18
9.	<b>DEFAULT AND REMEDIES</b> .....	20
10.	<b>MORTGAGEE PROTECTION</b> .....	20
11.	<b>ADMINISTRATION OF AGREEMENT</b> .....	22
12.	<b>TERMINATION</b> .....	23
13.	<b>INDEMNIFICATION/DEFENSE</b> .....	23
14.	<b>TIME OF ESSENCE</b> .....	24
15.	<b>NOTICES</b> .....	24
16.	<b>MISCELLANEOUS PROVISIONS</b> .....	25

ACQUISITION  
DEED



99 1040536

RECORDING REQUESTED BY

**EMPTY TITLE**

WHEN RECORDED RETURN TO

Name: **Debutski, Steve Zick**  
Address: **10180 Santa Monica Blvd**  
City: **Los Angeles, CA 90024**  
Att: **Richard J. Crubler, Esq.**

SPACE ABOVE FOR RECORDERS USE

Order No. **99SDMT-20**

TITLE(s) OF DOCUMENT

**Grant Deed**

Assessors Identification Number (AIN) **4458-002-012**



RECORDING REQUESTED BY

WHEN RECORDED MAIL THIS DEED AND UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENT TO

Name RICHARD J. GRUBER, ESQ.  
 Firms PACHULSKI, STANG, ZIEHL & YOUNG  
 Address 10100 SANTA MONICA BLVD., #1100  
 City & State LOS ANGELES, CA. 90067

File Under No. \_\_\_\_\_

1355 (Legal) (2-94) SPACE ABOVE THIS LINE FOR RECORDER'S USE

**Grant Deed**

THE UNDERSIGNED GRANTOR(S) DECLARE(S):  
 DOCUMENTARY TRANSFER TAX IS A PART OF PUBLIC RECORD  
 to be computed on full value of interest in property conveyed, or  
 computed on full value less value of liens or encumbrances remaining at time of sale, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,  
 Joan B. Knapp, an unmarried woman,  
 hereby GRANT(S) to Malibu LaPaz Ranch, LLC, a Delaware limited liability company,  
 the following described real property in the City of Malibu,  
 county of Los Angeles state of California

SEE LEGAL DESCRIPTION OF PROPERTY SET FORTH ON EXHIBIT "A" ATTACHED  
 HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

THIS CONVEYANCE IS MADE SUBJECT TO THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS,  
 RESTRICTIONS & EASEMENTS DATED DECEMBER 2, 1998, EXECUTED BY GRANTOR, WHICH WAS  
 RECORDED ON DECEMBER 24, 1998, AS INSTRUMENT NO. 98-2331444 IN THE OFFICE RECORDS OF  
 LOS ANGELES COUNTY, CALIFORNIA.

Dated May 5, 1999

STATE OF CALIFORNIA  
 COUNTY OF Los Angeles } SS.  
 On May 5, 1999 before me,  
Luise Chi  
 a Notary Public in and for said County and State, personally appeared  
Joan B. Knapp  
 personally known to me (or proved to me on the basis of satisfactory  
 evidence) to be the person(s) whose name(s) is/are subscribed to the  
 within instrument and acknowledged to me that he/she/they executed  
 the same in his/her/their authorized capacity(ies), and that by his/her/their  
 signature(s) on the instrument, the person(s) or the entity upon behalf  
 of which the person(s) acted, executed the instrument

WITNESS my hand and official seal

Signature [Signature] 99 1040536

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE, IF NO PARTY SHOWN, MAIL AS DIRECTED ABOVE  
 MALIBU LAPAZ RANCH LLC, 650 DUNDEE ROAD, #370, NORTHBLOOMERS, ILLINOIS 60062

*Joan B. Knapp*  
 Joan B. Knapp



819

JUN 08 1999

EQUITY

EXHIBIT "A"

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 OF OFFICIAL RECORDS OF SAID COUNTY; 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 219.37 FEET TO THE 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, OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID WESTERLY LINE; SOUTH 10° 15' 10" EAST 615.00 FEET TO AN ANGLE POINT; THENCE SOUTH 2° 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.

ALSO 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 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 8, 1945 IN BOOK 19977 PAGE 245, OFFICIAL RECORDS.

SAID LAND IS SHOWN IN CERTIFICATE OF COMPLIANCE NO. 98-01 RECORDED MAY 19, 1998 AS INSTRUMENT NO. 98-838333.

LEGAL, CONTINUED

-1-

99 1040536

JUN 08 1999

EQUITY

RESERVING THEREFROM A NON-EXCLUSIVE EASEMENT AS MORE PARTICULARLY PROVIDED FOR IN THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED DECEMBER 24, 1998 AS INSTRUMENT NO. 98-2331444 OF OFFICIAL RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, FOR THE SOLE AND EXCLUSIVE PURPOSES OF (I) INSTALLATION, EXISTENCE, MAINTENANCE AND REPAIR OF A ROADWAY OR DRIVEWAY FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS FOR USE FROM TIME TO TIME BY ANY OWNER OF PARCEL 2 DESCRIBED HEREIN OR THE LAND DESCRIBED IN CERTIFICATE OF COMPLIANCE NO. 99-04 RECORDED CONCURRENTLY HERewith (THE LAND DESCRIBED IN SUCH CERTIFICATE IS REFERRED TO AS THE "OTHER BENEFITED LAND") AND SUCH OWNER'S EMPLOYEES, AGENTS, PATRONS, GUESTS AND INVITEES AND FOR GOVERNMENTAL VEHICLES FROM TIME TO TIME REQUIRING ACCESS TO PARCEL 2 OR THE OTHER BENEFITED LAND FOR PURPOSES OF PROVIDING FOR THE PUBLIC HEALTH, SAFETY AND WELFARE, AND (II) THE INSTALLATION, MAINTENANCE AND REPAIR OF UNDERGROUND UTILITY LINES AND UNDERGROUND DRAINAGE FACILITIES SERVING PARCEL 2 OR THE OTHER BENEFITED LAND ON, OVER, UNDER, ACROSS, AND THROUGH THAT PORTION OF SAID LAND DESCRIBED AS FOLLOWS:

A STRIP OF LAND 40.00 FEET IN WIDTH, THE WESTERLY LINE OF SAID STRIP BEING 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 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE NORTHEASTERLY LINE OF SAID DEKKER, SOUTH 35° 09' 22" EAST 357.36 FEET TO THE SOUTHERLY LINE OF PARCEL NO. 3 OF THE CITY OF MALIBU CERTIFICATE OF COMPLIANCE NO. 99-04, RECORDED CONCURRENTLY HERewith AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING SAID NORTHEASTERLY LINE, SOUTH 19° 41' 00" EAST 555.00 FEET; THENCE SOUTH 21° 36' 25" EAST 425.91 FEET.

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

THE EASTERLY LINE OF SAID STRIP TO BE PROLONGED OR SHORTENED TO TERMINATE NORTHERLY IN THE SOUTHERLY LINE OF SAID CERTIFICATE OF COMPLIANCE NO. 99-04 AND SOUTHERLY IN THE NORTHERLY LINE OF THAT PORTION OF SAID LAND CONDEMNED FOR ROAD PURPOSES AS DESCRIBED ABOVE.

LEGAL, CONTINUED

-2-

99 1040536

JUN 08 1999

EQUITY

SAID NON-EXCLUSIVE EASEMENT IS APPURTENANT TO AND FOR THE SOLE BENEFIT OF PARCEL 2 DESCRIBED HEREIN AND THE OTHER BENEFITED LAND PROVIDED, HOWEVER, NOTHING HEREIN SHALL IN ANY WAY LIMIT THE RIGHT OF THE OWNER(S) OF THE PARCEL(S) FROM WHICH SAID NON-EXCLUSIVE EASEMENT IS RESERVED (AND SUCH OWNER'S INVITEES) FROM ALSO USING THE PORTION OF SUCH PARCELS AFFECTED BY SUCH EASEMENT IN ANY MANNER THAT DOES NOT INTERFERE WITH THE RESERVED EASEMENT.

**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 AS INSTRUMENT NO. 243, ON DECEMBER 3, 1945 IN BOOK 22499 PAGE 181, OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LAND, NORTH 35° 50' 43" EAST 214.35 FEET TO THE SOUTHWESTERLY LINE OF THE LAND DESCRIBED IN DEED TO ALGERNON K. BARBER, RECORDED IN BOOK 21317 PAGE 119, OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 46° 40' 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 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID NORTHWESTERLY LINE, SOUTH 42° 36' 00" WEST 252.04 FEET; THENCE SOUTH 47° 24' 00" EAST 300.00 FEET; THENCE SOUTH 43° 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 OF OFFICIAL RECORDS OF SAID COUNTY DISTANT SOUTH 35° 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 AS DOCUMENT NO. 1046 ON APRIL 18, 1969, OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; 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° 44' 50" EAST 170.92 FEET; THENCE NORTH 3° 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.

LEGAL, CONTINUED

-3-

99 1040536

JUN 08 1999

EQUITY

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 ALL MINERALS, OIL, PETROLEUM, ASPHALTUM, GAS, COAL AND RIPARIAN RIGHTS TO WATERS, IN, ON, WITHIN AND UNDER SAID LANDS, WITHOUT RIGHT OF ENTRY, AS RESERVED BY MARBLEHEAD LAND COMPANY, IN DEED RECORDED MAY 8, 1945 IN BOOK 19977 PAGE 245, OFFICIAL RECORDS.

SAID LAND IS SHOWN IN CERTIFICATE OF COMPLIANCE NO. 99-03 RECORDED CONCURRENTLY HEREWITH.

RESERVING THEREFROM NON-EXCLUSIVE EASEMENTS AS MORE PARTICULARLY PROVIDED FOR IN THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED DECEMBER 24, 1999 AS INSTRUMENT NO. 98-2331444 OF OFFICIAL RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, FOR THE SOLE AND EXCLUSIVE PURPOSES OF (I) INSTALLATION, EXISTENCE, MAINTENANCE AND REPAIR OF A ROADWAY OR DRIVEWAY FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS FOR USE FROM TIME TO TIME BY ANY OWNER OF THE OTHER BENEFITED LAND AND SUCH OWNER'S EMPLOYEES, AGENTS, PATRONS, GUESTS AND INVITEES AND FOR GOVERNMENTAL VEHICLES FROM TIME TO TIME REQUIRING ACCESS TO THE OTHER BENEFITED LAND FOR PURPOSES OF PROVIDING FOR THE PUBLIC HEALTH, SAFETY AND WELFARE, AND (II) THE INSTALLATION, MAINTENANCE AND REPAIR OF UNDERGROUND UTILITY LINES AND UNDERGROUND DRAINAGE FACILITIES SERVING THE OTHER BENEFITED LAND ON, OVER, UNDER, ACROSS, AND THROUGH TWO STRIPS OF SAID LAND DESCRIBED AS FOLLOWS:

EASEMENT STRIP A:

A STRIP OF LAND 40.00 FEET IN WIDTH, THE WESTERLY LINE OF SAID STRIP BEING 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 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE NORTHEASTERLY LINE SAID LAND OF DEKKER, SOUTH 36° 09' 22" EAST 357.36 FEET TO THE SOUTHERLY LINE OF PARCEL NO. 3 OF THE CITY OF MALIBU CERTIFICATE OF COMPLIANCE NO. 99-04, RECORDED CONCURRENTLY HEREWITH AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE, SOUTH 19° 41' 00" EAST 555.00 FEET; THENCE SOUTH 21° 36' 25" EAST 425.91 FEET.

LEGAL, CONTINUED

-4-

99 1040536

JUN 08 1999

EQUITY

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

THE EASTERLY LINE OF SAID STRIP TO BE PROLONGED OR SHORTENED TO TERMINATE NORTHERLY IN THE SOUTHERLY LINE OF SAID CERTIFICATE OF COMPLIANCE NO. 99-04 AND SOUTHERLY IN THE NORTHERLY LINE OF THAT PORTION OF SAID LAND CONDEMNED FOR ROAD PURPOSES AS DESCRIBED ABOVE.

SAID NON-EXCLUSIVE EASEMENT IS APPURTENANT TO AND FOR THE SOLE BENEFIT OF PARCEL 2 HEREINAFORE DESCRIBED AND THE OTHER BENEFITED LAND PROVIDED, HOWEVER, NOTHING HEREIN SHALL IN ANY WAY LIMIT THE RIGHT OF THE OWNER OF THE PARCEL FROM WHICH SAID NON-EXCLUSIVE EASEMENT IS RESERVED (AND SUCH OWNER'S INVITEES) FROM ALSO USING THE PORTION OF SUCH PARCEL AFFECTED BY SUCH EASEMENT, IN ANY MANNER THAT DOES NOT INTERFERE WITH THE RESERVED EASEMENT.

EASEMENT STRIP B:

A STRIP OF LAND 40 FEET IN WIDTH, THE CENTERLINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY TERMINUS OF THE WESTERLY LINE OF STRIP A WITH THE SOUTHERLY LINE OF SAID CERTIFICATE OF COMPLIANCE 99-04; THENCE ALONG SAID SOUTHERLY LINE, NORTH 42° 39' 46" EAST 45.16 FEET TO THE NORTHERLY TERMINUS OF THE EASTERLY LINE OF SAID STRIP A; THENCE ALONG SAID EASTERLY LINE OF SAID STRIP A, SOUTH 19° 41' 00" EAST 146.11 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 11° 50' 54" EAST 44.20 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 80.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 54° 31' 01" AND AN ARC DISTANCE OF 76.12 FEET; THENCE TANGENT TO SAID CURVE, NORTH 66° 21' 43" EAST 81.21 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 80.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 68° 44' 52" AND AN ARC DISTANCE OF 95.99 FEET; THENCE TANGENT TO SAID CURVE, NORTH 02° 23' 13" WEST 139.25 FEET TO THE INTERSECTION WITH THE SOUTHERLY LINE OF SAID CERTIFICATE OF COMPLIANCE NO. 99-04.

THE NORTHERLY AND SOUTHERLY LINES OF SAID STRIP SHALL BE PROLONGED AND OR SHORTENED TO TERMINATE NORTHERLY IN THE SOUTHERLY LINE OF SAID CERTIFICATE OF COMPLIANCE NO. 99-04 AND SOUTHERLY IN THE EASTERLY LINE SAID STRIP A.

LEGAL, CONTINUED

-5-

99 1040536

JUN 08 1999

EQUITY

SAID NON-EXCLUSIVE EASEMENT IS APPURTENANT TO AND FOR THE SOLE BENEFIT OF PARCEL 2 HEREINAFOVE DESCRIBED AND THE OTHER BENEFITED LAND PROVIDED, HOWEVER, NOTHING HEREIN SHALL IN ANY WAY LIMIT THE RIGHT OF THE OWNER OF THE PARCEL FROM WHICH SAID NON-EXCLUSIVE EASEMENT IS RESERVED (AND SUCH OWNER'S INVITEES) FROM ALSO USING THE PORTION OF SUCH PARCEL AFFECTED BY SUCH EASEMENT, IN ANY MANNER THAT DOES NOT INTERFERE WITH THE RESERVED EASEMENT.

**PARCEL 2A:**

A NON-EXCLUSIVE EASEMENT FOR RIGHT OF WAY, RIGHT OF ACCESS FOR ALL GOVERNMENT VEHICLES, AND UTILITY EASEMENT OVER, UNDER AND ACROSS THAT PORTION OF THE RANCHO TOPANGA MALIBU SEQUIT, 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 LOS ANGELES COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 40.00 FEET IN WIDTH, THE WESTERLY LINE OF SAID STRIP BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF THE LAND DESCRIBED IN THE DEED TO JACOB DEKKER, RECORDED IN BOOK 22863 PAGE 104 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE NORTHEASTERLY LINE SAID LAND OF DEKKER, SOUTH 36° 09' 22" EAST 357.36 FEET TO THE SOUTHERLY LINE OF PARCEL NO. 3 OF THE CITY OF MALIBU CERTIFICATE OF COMPLIANCE NO. 99-04, RECORDED CONCURRENTLY HERewith AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHEASTERLY LINE, SOUTH 19° 41' 00" EAST 555.00 FEET; THENCE SOUTH 21° 36' 25" EAST 425.91 FEET.

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

THE EASTERLY LINE OF SAID STRIP TO BE PROLONGED OR SHORTENED TO TERMINATE NORTHERLY IN THE SOUTHERLY LINE OF SAID CERTIFICATE OF COMPLIANCE NO. 99-04 AND SOUTHERLY IN THE NORTHERLY LINE OF SAID LAND CONDEMNED FOR ROAD PURPOSES.

EXCEPTING THEREFROM ANY PORTION OF SAID LAND LYING WITHIN PARCEL 2 HEREINAFOVE DESCRIBED.

LEGAL, CONTINUED

-6-

99 1040536

**EQUITY**

SAID NON-EXCLUSIVE EASEMENT IS APPURTENANT TO AND FOR THE SOLE BENEFIT OF PARCEL 2 HEREINAFOVE DESCRIBED AND THE OTHER BENEFITED LAND PROVIDED, HOWEVER, NOTHING HEREIN SHALL IN ANY WAY LIMIT THE RIGHT OF THE OWNER OF THE PARCEL AFFECTED BY SAID NON-EXCLUSIVE EASEMENT IS RESERVED (AND SUCH OWNER'S INVITEES) FROM ALSO USING THE PORTION OF SUCH PARCEL AFFECTED BY SUCH EASEMENT, IN ANY MANNER THAT DOES NOT INTERFERE WITH THE RESERVED EASEMENT.

**PARCEL 2B:**

AN EASEMENT FOR ROAD AND UTILITY PURPOSES, OVER THAT PORTION OF THE RANCHO TOPANGA MALIBU SEQUIT, INCLUDING WITHIN THE NORTHEASTERLY 10 FEET OF THE LAND FIRST DESCRIBED IN DEED TO ROBERT WILLIAMS, RECORDED AS INSTRUMENT NO. 343 ON DECEMBER 3, 1945, IN BOOK 22499 PAGE 181, OFFICIAL RECORDS OF SAID COUNTY, THE SOUTHWESTERLY LINE OF SAID 10 FOOT STRIP BEING PROLONGED TO INTERSECT THE SOUTHEASTERLY BOUNDARY OF SAID LAND TO ROBERT WILLIAMS.

SAID EASEMENT IS APPURTENANT TO AND FOR THE SOLE BENEFIT OF PARCEL 2 HEREINAFOVE DESCRIBED PROVIDED, HOWEVER, NOTHING HEREIN SHALL IN ANY WAY LIMIT THE RIGHT OF THE OWNER OF THE PARCEL AFFECTED BY SAID NON-EXCLUSIVE EASEMENT (AND SUCH OWNER'S INVITEES) FROM ALSO USING THE PORTION OF SUCH PARCEL(S) AFFECTED BY SUCH EASEMENT, IN ANY MANNER THAT DOES NOT INTERFERE WITH THE RESERVED EASEMENT.

**PARCEL 3:**

NON EXCLUSIVE EASEMENTS FOR THE PURPOSES AND IN THE LOCATIONS STATED IN THAT CERTAIN "DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS" RECORDED DECEMBER 24, 1998 AS INSTRUMENT NO. 98-2331444; WITHIN THE FOLLOWING DESCRIBED PARCEL.

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:

LEGAL, CONTINUED

-7-

99-1040536



BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO JOSEPH A. SHALBOUR, 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. BARNER, 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 83° 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.

-2-

99 1040536



**PARCEL 1:**

A PARCEL OF LAND BEING A PORTION OF THE RANCHO TOPANCA 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 487 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 22053 PAGE 104 OF OFFICIAL RECORDS OF SAID COUNTY; 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 210.37 FEET TO THE 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, OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID WESTERLY LINE; SOUTH 10° 15' 10" EAST 615.00 FEET TO AN ANGLE POINT; THENCE SOUTH 1° 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.

ALSO 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 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 8, 1945 IN BOOK 19977 PAGE 245, OFFICIAL RECORDS.

SAID LAND IS SHOWN IN CERTIFICATE OF COMPLIANCE NO. 98-01 RECORDED MAY 19, 1998 AS INSTRUMENT NO. 98-838333.

LEGAL, CONTINUED

-1-

99 1040536

RESERVING THEREFROM A NON-EXCLUSIVE EASEMENT AS MORE PARTICULARLY PROVIDED FOR IN THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED DECEMBER 24, 1998 AS INSTRUMENT NO. 98-2331444 OF OFFICIAL RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, FOR THE SOLE AND EXCLUSIVE PURPOSES OF (I) INSTALLATION, EXISTENCE, MAINTENANCE AND REPAIR OF A ROADWAY OR DRIVEWAY FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS FOR USE FROM TIME TO TIME BY ANY OWNER OF PARCEL 2 DESCRIBED HEREIN OR THE LAND DESCRIBED IN CERTIFICATE OF COMPLIANCE NO. 99-04 RECORDED CONCURRENTLY HERewith (THE LAND DESCRIBED IN SUCH CERTIFICATE IS REFERRED TO AS THE "OTHER BENEFITED LAND") AND SUCH OWNER'S EMPLOYEES, AGENTS, PATRONS, GUESTS AND INVITES AND FOR GOVERNMENTAL VEHICLES FROM TIME TO TIME REQUIRING ACCESS TO PARCEL 2 OR THE OTHER BENEFITED LAND FOR PURPOSES OF PROVIDING FOR THE PUBLIC HEALTH, SAFETY AND WELFARE, AND (II) THE INSTALLATION, MAINTENANCE AND REPAIR OF UNDERGROUND UTILITY LINES AND UNDERGROUND DRAINAGE FACILITIES SERVING PARCEL 2 OR THE OTHER BENEFITED LAND ON, OVER, UNDER, ACROSS, AND THROUGH THAT PORTION OF SAID LAND DESCRIBED AS FOLLOWS:

A STRIP OF LAND 40.00 FEET IN WIDTH, THE WESTERLY LINE OF SAID STRIP BEING 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 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE NORTHEASTERLY LINE OF SAID DEKKER, SOUTH 36° 09' 22" EAST 357.36 FEET TO THE SOUTHERLY LINE OF PARCEL NO. 1 OF THE CITY OF MALIBU CERTIFICATE OF COMPLIANCE NO. 99-04, RECORDED CONCURRENTLY HERewith AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING SAID NORTHEASTERLY LINE, SOUTH 19° 41' 00" EAST 555.00 FEET; THENCE SOUTH 21° 36' 25" EAST 425.91 FEET.

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

THE EASTERLY LINE OF SAID STRIP TO BE PROLONGED OR SHORTENED TO TERMINATE NORTHERLY IN THE SOUTHERLY LINE OF SAID CERTIFICATE OF COMPLIANCE NO. 99-04 AND SOUTHERLY IN THE NORTHERLY LINE OF THAT PORTION OF SAID LAND CONDEMNED FOR ROAD PURPOSES AS DESCRIBED ABOVE.

LEGAL, CONTINUED

-2-

SAID NON-EXCLUSIVE EASEMENT IS APPURTENANT TO AND FOR THE SOLE BENEFIT OF PARCEL 2 DESCRIBED HEREIN AND THE OTHER BENEFITED LAND PROVIDED, HOWEVER, NOTHING HEREIN SHALL IN ANY WAY LIMIT THE RIGHT OF THE OWNER(S) OF THE PARCEL(S) FROM WHICH SAID NON-EXCLUSIVE EASEMENT IS RESERVED (AND SUCH OWNER'S INVITES) FROM ALSO USING THE PORTION OF SUCH PARCELS AFFECTED BY SUCH EASEMENT IN ANY MANNER THAT DOES NOT INTERFERE WITH THE RESERVED EASEMENT.

**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 AS INSTRUMENT NO. 242, ON DECEMBER 3, 1945 IN BOOK 22499 PAGE 181, OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG THE NORTHWESTERLY LINE OF SAID LAND, NORTH 36° 50' 43" EAST 214.35 FEET TO THE SOUTHWESTERLY LINE OF THE LAND DESCRIBED IN DEED TO ALGERNON K. BARBER, RECORDED IN BOOK 21117 PAGE 119, OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 46° 40' 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 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID NORTHWESTERLY LINE, SOUTH 42° 36' 00" WEST 252.04 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 OF OFFICIAL RECORDS OF SAID COUNTY DISTANT SOUTH 35° 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° 36' 00" EAST 106.00 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 AS DOCUMENT NO. 1046 ON APRIL 18, 1969, OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; 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° 44' 50" EAST 170.92 FEET; THENCE NORTH 3° 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.

LEGAL, CONTINUED

-3-

99 1040536

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 ALL MINERALS, OIL, PETROLEUM, ASPHALTUM, GAS, COAL AND RIPARIAN RIGHTS TO WATERS, IN, ON, WITHIN AND UNDER SAID LANDS, WITHOUT RIGHT OF ENTRY, AS RESERVED BY MARBLEHEAD LAND COMPANY, IN DEED RECORDED MAY 8, 1945 IN BOOK 19977 PAGE 245, OFFICIAL RECORDS.

SAID LAND IS SHOWN IN CERTIFICATE OF COMPLIANCE NO. 99-03 RECORDED CONCURRENTLY HERewith.

RESERVING THEREFROM NON-EXCLUSIVE EASEMENTS AS MORE PARTICULARLY PROVIDED FOR IN THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED DECEMBER 24, 1998 AS INSTRUMENT NO. 98-2331444 OF OFFICIAL RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, FOR THE SOLE AND EXCLUSIVE PURPOSES OF (I) INSTALLATION, EXISTENCE, MAINTENANCE AND REPAIR OF A ROADWAY OR DRIVEWAY FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS FOR USE FROM TIME TO TIME BY ANY OWNER OF THE OTHER BENEFITED LAND AND SUCH OWNER'S EMPLOYEES, AGENTS, PATRONS, GUESTS AND INVITEES AND FOR GOVERNMENTAL VEHICLES FROM TIME TO TIME REQUIRING ACCESS TO THE OTHER BENEFITED LAND FOR PURPOSES OF PROVIDING FOR THE PUBLIC HEALTH, SAFETY AND WELFARE, AND (II) THE INSTALLATION, MAINTENANCE AND REPAIR OF UNDERGROUND UTILITY LINES AND UNDERGROUND DRAINAGE FACILITIES SERVING THE OTHER BENEFITED LAND ON, OVER, UNDER, ACROSS, AND THROUGH TWO STRIPS OF SAID LAND DESCRIBED AS FOLLOWS:

Malibu La Paz Ranch, LLC Development Agreement

**PARKING REQUIRED (BASED ON 2015 S.F.A.)**

PARCEL "A" - RETAIL (51,800) 276 SPACES  
53,917 GSF (INCLUDES 10,000 GSF RESTAURANT)

PARCEL "A" - OFFICE (61,000) 13,000 GSF - 60 SPACES

TOTAL REQUIRED PARKING SPACES - 330 SPACES

PARCEL "B" - RETAIL (51,000) 13,200 GSF - 76 SPACES

PARCEL "B" - OFFICE (41,000) 27,476 GSF - 110 SPACES

TOTAL REQUIRED PARKING SPACES - 186 SPACES

TOTAL REQUIRED PARKING SPACES PARCEL "A" & "B" - 516 SPACES

**PARKING PROVIDED**

PARCEL "A" - STANDARD / SURFACE - 140 SPACES

PARCEL "A" - LOWER PARKING LEVEL - 180 SPACES

PARCEL "B" - STANDARD / SURFACE - 151 SPACES

PARCEL "B" - LOWER PARKING LEVEL - 37 SPACES

TOTAL AVAILABLE PARKING SPACES - 516 SPACES

**PARKING PROVIDED PARCEL "C"**

PARCEL "C" - SURFACE PARKING - 63 SPACES

PARCEL "C" - SUBTERRANEAN PARKING LEVEL - 53 SPACES

TOTAL AVAILABLE PARKING SPACES - 116 SPACES

**PARCEL "A"**

**PROJECT DATA**

TOTAL LOT AREA:	312,185 SQ. FT.	LANDSCAPE AREA PROVIDED:	107,258 SQ. FT.
1) LANDSCAPE AREA REQUIRED: (40% x LOT)	124,878 SQ. FT.	OPEN SPACE PROVIDED:	84,079 SQ. FT.
2) OPEN SPACE AREA REQUIRED: (25% x LOT)	78,046 SQ. FT.	TOTAL IMPERMEABLE AREA:	108,268 SQ. FT.
3) MAX. IMPERMEABLE AREA: 35% OF LOT AREA			

**PARCEL "B"**

**PROJECT DATA**

TOTAL LOT AREA:	248,510 SQ. FT.	LANDSCAPE AREA PROVIDED:	89,444 SQ. FT.
1) LANDSCAPE AREA REQUIRED: (40% x LOT)	99,404 SQ. FT.	(LANDSCAPE AREA ACTUAL TOTAL: 116,709 SQ. FT.)	89,444 SQ. FT.
2) OPEN SPACE AREA REQUIRED: (25% x LOT)	62,128 SQ. FT.	OPEN SPACE PROVIDED:	42,748 SQ. FT.
3) MAX. IMPERMEABLE AREA: 35% OF LOT AREA	87,019 SQ. FT.	TOTAL IMPERMEABLE AREA:	106,418 SQ. FT.

**PARCEL "C"**

**PROJECT DATA**

TOTAL LOT AREA:	100,000 SQ. FT.	LANDSCAPE AREA PROVIDED:	35,500 SQ. FT.
1) LANDSCAPE AREA REQUIRED: (40% x LOT)	40,000 SQ. FT.	OPEN SPACE PROVIDED:	8,352 SQ. FT.
2) OPEN SPACE AREA REQUIRED: (25% x LOT)	25,000 SQ. FT.	TOTAL IMPERMEABLE AREA:	58,594 SQ. FT.
3) MAX. IMPERMEABLE AREA: 35% OF LOT AREA	35,000 SQ. FT.		

**BUILDING AREAS PARCEL A**

BLDG#	RETAIL (FIRST)	OFFICE (SECOND)	TOTAL
1	6,300 GSF		6,200 GSF
2	8,200 GSF		8,200 GSF
3	10,248 GSF		10,248 GSF
4	10,240 GSF		10,240 GSF
5	10,329 GSF	7,540 GSF	17,870 GSF
6	10,280 GSF	7,830 GSF	17,830 GSF
7	400 GSF		400 GSF

SUB TOTAL (PARCEL A) 68,997 GSF

**BUILDING AREAS PARCEL B**

8	7,702 GSF	7,588 SF	15,200 GSF
9	7,883 GSF	7,757 SF	15,640 GSF
10	5,177 GSF (OFFICE)	2,081 SF	7,258 GSF
11	3,153 GSF (OFFICE)	1,708 SF	4,863 GSF

SUB TOTAL (PARCEL B) 43,061 GSF

**CITY HALL (PARCEL C)**

	TOTAL
1) BLDG. / PLANNING / PUBLIC WORKS DEPARTMENTS	7,500 GSF
2) PARKS & REC. / CLERK / ADMIN. / CITY MANAGER / CITY COUNCIL	8,800 GSF
3) COUNCIL ROOM - 188 SEATS	3,700 GSF

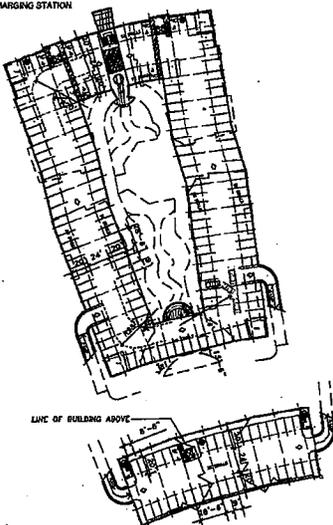
SUB TOTAL (PARCEL C) 20,000 GSF

MAX. GROSS FLOOR AREA: (680,005 SF TOTAL SITE AREA) - 132,161 SF

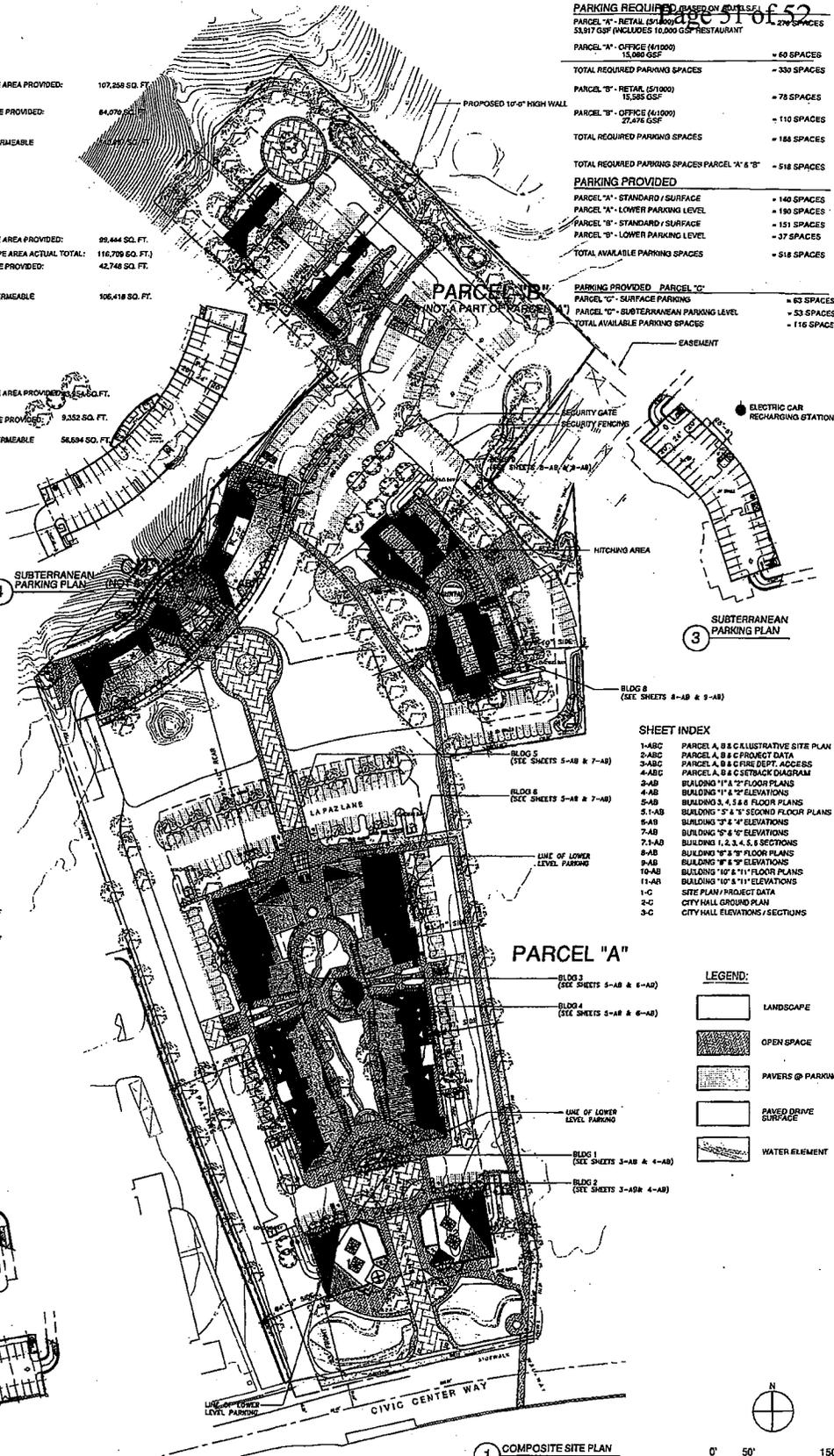
F.A.R. - 20% LOT AREA

TOTAL FLOOR AREA PROVIDED (PARCEL A & B & C) - 132,058 SF

ELECTRIC CAR RECHARGING STATION



2) SUBTERRANEAN PARKING PLAN



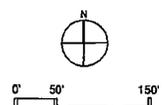
1) COMPOSITE SITE PLAN

**SHEET INDEX**

1-ABC	PARCEL A, B & C ILLUSTRATIVE SITE PLAN
2-ABC	PARCEL A, B & C PROJECT DATA
3-ABC	PARCEL A, B & C FIRE DEPT. ACCESS
4-ABC	PARCEL A, B & C SETBACK DIAGRAM
2-AB	BUILDING "1" & "2" FLOOR PLANS
4-AB	BUILDING "1" & "2" ELEVATIONS
5-AB	BUILDING 3, 4, 5 & 6 FLOOR PLANS
5-1-AB	BUILDING "3" & "4" SECOND FLOOR PLANS
6-AB	BUILDING "3" & "4" ELEVATIONS
7-AB	BUILDING "5" & "6" ELEVATIONS
7-1-AB	BUILDING 1, 2, 3, 4, 5, 6 SECTIONS
9-AB	BUILDING "7" & "8" FLOOR PLANS
9-AB	BUILDING "7" & "8" ELEVATIONS
10-AB	BUILDING "10" & "11" FLOOR PLANS
11-AB	BUILDING "10" & "11" ELEVATIONS
1-C	SITE PLAN / PROJECT DATA
2-C	CITY HALL GROUND PLAN
3-C	CITY HALL ELEVATIONS / SECTIONS

**LEGEND:**

- LANDSCAPE
- OPEN SPACE
- PAVERS @ PARKING
- PAVED DRIVE SURFACE
- WATER ELEMENT



**DCA**  
 DANIEL CHUDNOVSKY, A.L.A. ARCHITECTS, INC.  
 1041 WESTWOOD BOULEVARD, SUITE 404, LOS ANGELES, CA 90024  
 PHONE: 310 875-4333 FAX: 310 875-4329

DEVELOPER:  
**MALIBU LA PAZ RANCH, LLC**

Malibu La Paz Ranch, LLC  
 Development Consulting Firm

PROJECT:  
**PROJECT: MALIBU CIVIC CENTER MASTERPLAN  
 ILLUSTRATIVE SITE PLAN / PROJECT DATA**

08/04/08  
 1"=50'-0"  
**1-ABC**  
 (20 FAR)

Malibu La Paz Ranch, LLC Development Agreement

**PARCEL "A"**

**PROJECT DATA**

TOTAL LOT AREA:	312,196 SQ. FT.		
1) LANDSCAPE AREA REQUIRED: (40% x LOT)	124,878 SQ. FT.	LANDSCAPE AREA PROVIDED:	107,258 SQ. FT.
2) OPEN SPACE AREA REQUIRED: (25% x LOT)	78,049 SQ. FT.	OPEN SPACE PROVIDED:	64,070 SQ. FT.
3) MAX. IMPERMEABLE AREA: 25% OF LOT AREA	109,258 SQ. FT.	TOTAL IMPERMEABLE AREA	

**PARCEL "B"**

**PROJECT DATA**

TOTAL LOT AREA:	245,810 SQ. FT.		
1) LANDSCAPE AREA REQUIRED: (40% x LOT)	98,444 SQ. FT.	LANDSCAPE AREA PROVIDED:	59,444 SQ. FT.
2) OPEN SPACE AREA REQUIRED: (25% x LOT)	62,183 SQ. FT.	OPEN SPACE PROVIDED:	42,748 SQ. FT.
3) MAX. IMPERMEABLE AREA: 25% OF LOT AREA	87,013 SQ. FT.	TOTAL IMPERMEABLE AREA	106,418 SQ. FT.

**PARCEL "C"**

**PROJECT DATA**

TOTAL LOT AREA:	100,000 SQ. FT.		
1) LANDSCAPE AREA REQUIRED: (40% x LOT)	40,000 SQ. FT.	LANDSCAPE AREA PROVIDED:	35,500 SQ. FT.
2) OPEN SPACE AREA REQUIRED: (25% x LOT)	25,000 SQ. FT.	OPEN SPACE PROVIDED:	9,362 SQ. FT.
3) MAX. IMPERMEABLE AREA: 25% OF LOT AREA	25,000 SQ. FT.	TOTAL IMPERMEABLE AREA	56,594 SQ. FT.

**BUILDING AREAS PARCEL A**

BLDG#	RETAIL (GSF)	OFFICE (SQ. FT.)	TOTAL
1	6,200 GSF		6,200 GSF
2	6,200 GSF		6,200 GSF
3	10,246 GSF		10,246 GSF
4	10,246 GSF		10,246 GSF
5	10,339 GSF	7,540 GSF	17,879 GSF
6	10,280 GSF	7,540 GSF	17,820 GSF
7	400 GSF		400 GSF

SUB TOTAL (PARCEL A) 68,997 GSF

**BUILDING AREAS PARCEL B**

BLDG#	RETAIL (GSF)	OFFICE (SQ. FT.)	TOTAL
8	7,782 GSF	7,588 SF	15,300 GSF
9	7,883 GSF	7,757 SF	15,840 GSF
10	5,177 GSF (OFFICE)	2,681 SF	7,288 GSF
11	3,185 GSF (OFFICE)	1,708 SF	4,983 GSF

SUB TOTAL (PARCEL B) 43,061 GSF

**CITY HALL (PARCEL C)**

BLDG#	RETAIL (GSF)	OFFICE (SQ. FT.)	TOTAL
1	BLDG. / PLANNING / PUBLIC WORKS DEPARTMENTS	7,500 GSF	7,500 GSF
2	PARKS & REC. / CLERK / ADMIN. / CITY MANAGER / CITY COUNCIL	8,500 GSF	8,500 GSF
3	COUNCIL ROOM - 168 SEATS	3,700 GSF	3,700 GSF

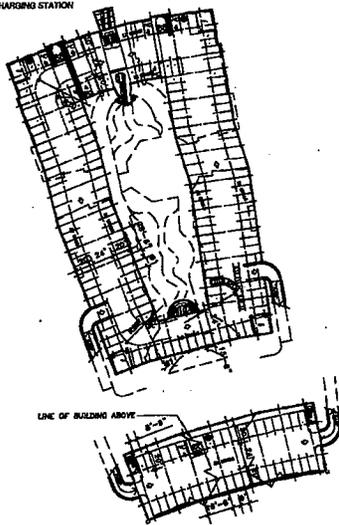
SUB TOTAL (PARCEL C) 20,000 GSF

MAX. GROSS FLOOR AREA: (600,000 SF TOTAL SITE AREA) = 132,161 SF

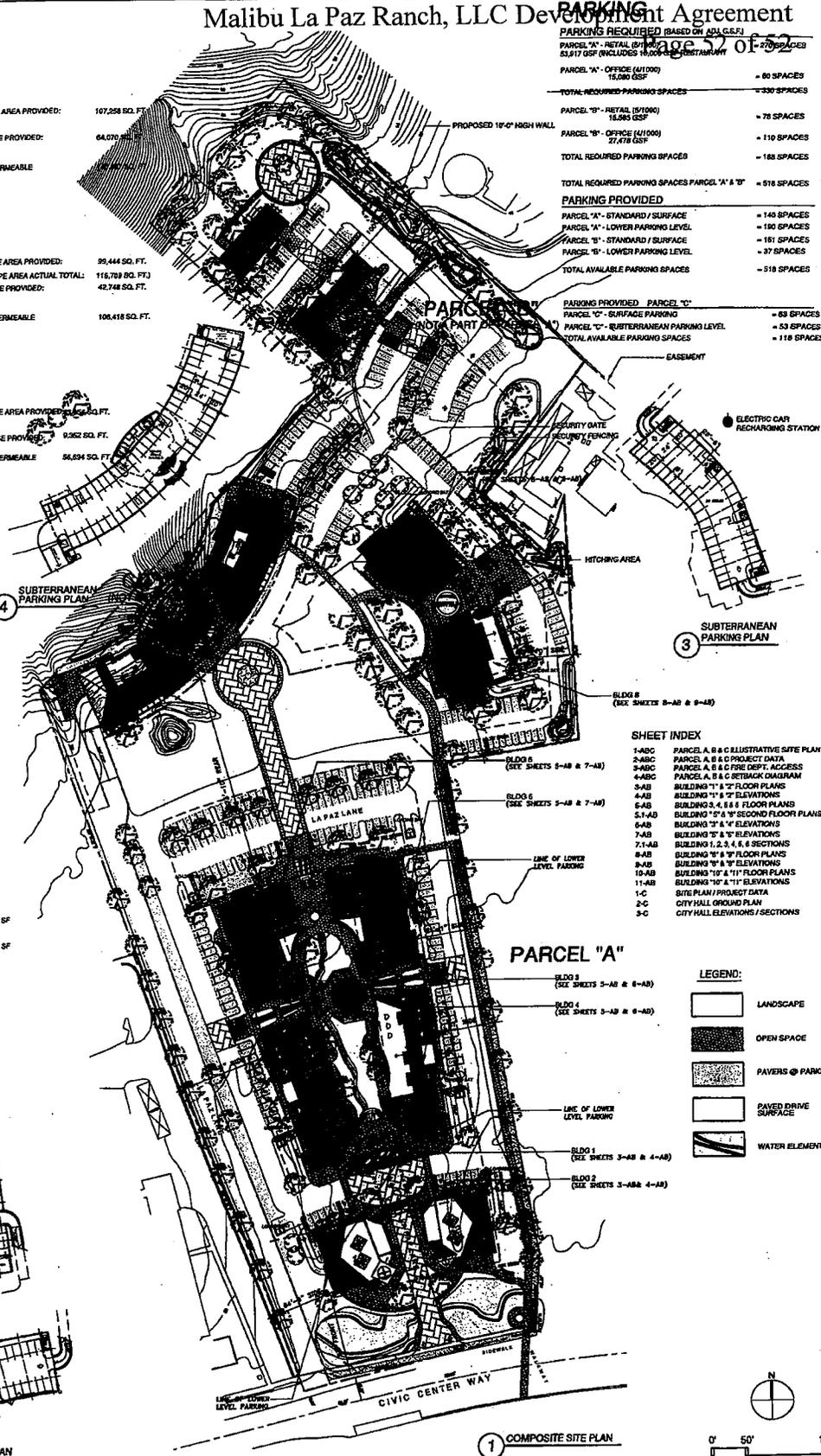
F.A.R. = 20% LOT AREA

TOTAL FLOOR AREA PROVIDED (PARCELS A, B & C) = 132,058 SF

ELECTRIC CAR RECHARGING STATION



2 SUBTERRANEAN PARKING PLAN



**PARCEL "A"**

- BLDG 3 (SEE SHEETS 3-AB & 4-AB)
- BLDG 4 (SEE SHEETS 3-AB & 4-AB)
- BLDG 5 (SEE SHEETS 3-AB & 4-AB)
- BLDG 6 (SEE SHEETS 3-AB & 4-AB)
- BLDG 7 (SEE SHEETS 3-AB & 4-AB)
- BLDG 8 (SEE SHEETS 3-AB & 4-AB)
- BLDG 9 (SEE SHEETS 3-AB & 4-AB)
- BLDG 10 (SEE SHEETS 3-AB & 4-AB)
- BLDG 11 (SEE SHEETS 3-AB & 4-AB)

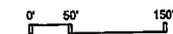
**LEGEND:**

- LANDSCAPE
- OPEN SPACE
- PAVERS @ PARKING
- PAVED DRIVE SURFACE
- WATER ELEMENT

**SHEET INDEX**

- 1-ABC PARCEL A, B & C ILLUSTRATIVE SITE PLAN
- 2-ABC PARCEL A, B & C PROJECT DATA
- 3-ABC PARCEL A, B & C FIRE DEPT. ACCESS
- 4-ABC PARCEL A, B & C RETRACK DIAGRAM
- 5-AB BUILDING "1" & "2" FLOOR PLANS
- 6-AB BUILDING "1" & "2" ELEVATIONS
- 7-AB BUILDING "3, 4, 5" & "6" FLOOR PLANS
- 8-AB BUILDING "3, 4, 5" & "6" SECOND FLOOR PLANS
- 9-AB BUILDING "3" & "4" ELEVATIONS
- 10-AB BUILDING "5" & "6" ELEVATIONS
- 11-AB BUILDING "7, 8, 9, 10" FLOOR PLANS
- 12-AB BUILDING "7, 8, 9, 10" ELEVATIONS
- 13-AB BUILDING "11" & "12" FLOOR PLANS
- 14-AB BUILDING "11" & "12" ELEVATIONS
- 15-AB BUILDING "13" & "14" FLOOR PLANS
- 16-AB BUILDING "13" & "14" ELEVATIONS
- 17-AB BUILDING "15" & "16" FLOOR PLANS
- 18-AB BUILDING "15" & "16" ELEVATIONS
- 19-AB BUILDING "17" & "18" FLOOR PLANS
- 20-AB BUILDING "17" & "18" ELEVATIONS
- 21-AB BUILDING "19" & "20" FLOOR PLANS
- 22-AB BUILDING "19" & "20" ELEVATIONS
- 23-AB BUILDING "21" & "22" FLOOR PLANS
- 24-AB BUILDING "21" & "22" ELEVATIONS
- 25-AB BUILDING "23" & "24" FLOOR PLANS
- 26-AB BUILDING "23" & "24" ELEVATIONS
- 27-AB BUILDING "25" & "26" FLOOR PLANS
- 28-AB BUILDING "25" & "26" ELEVATIONS
- 29-AB BUILDING "27" & "28" FLOOR PLANS
- 30-AB BUILDING "27" & "28" ELEVATIONS
- 31-AB BUILDING "29" & "30" FLOOR PLANS
- 32-AB BUILDING "29" & "30" ELEVATIONS
- 33-AB BUILDING "31" & "32" FLOOR PLANS
- 34-AB BUILDING "31" & "32" ELEVATIONS
- 35-AB BUILDING "33" & "34" FLOOR PLANS
- 36-AB BUILDING "33" & "34" ELEVATIONS
- 37-AB BUILDING "35" & "36" FLOOR PLANS
- 38-AB BUILDING "35" & "36" ELEVATIONS
- 39-AB BUILDING "37" & "38" FLOOR PLANS
- 40-AB BUILDING "37" & "38" ELEVATIONS
- 41-AB BUILDING "39" & "40" FLOOR PLANS
- 42-AB BUILDING "39" & "40" ELEVATIONS
- 43-AB BUILDING "41" & "42" FLOOR PLANS
- 44-AB BUILDING "41" & "42" ELEVATIONS
- 45-AB BUILDING "43" & "44" FLOOR PLANS
- 46-AB BUILDING "43" & "44" ELEVATIONS
- 47-AB BUILDING "45" & "46" FLOOR PLANS
- 48-AB BUILDING "45" & "46" ELEVATIONS
- 49-AB BUILDING "47" & "48" FLOOR PLANS
- 50-AB BUILDING "47" & "48" ELEVATIONS
- 51-AB BUILDING "49" & "50" FLOOR PLANS
- 52-AB BUILDING "49" & "50" ELEVATIONS
- 53-AB BUILDING "51" & "52" FLOOR PLANS
- 54-AB BUILDING "51" & "52" ELEVATIONS
- 55-AB BUILDING "53" & "54" FLOOR PLANS
- 56-AB BUILDING "53" & "54" ELEVATIONS
- 57-AB BUILDING "55" & "56" FLOOR PLANS
- 58-AB BUILDING "55" & "56" ELEVATIONS
- 59-AB BUILDING "57" & "58" FLOOR PLANS
- 60-AB BUILDING "57" & "58" ELEVATIONS
- 61-AB BUILDING "59" & "60" FLOOR PLANS
- 62-AB BUILDING "59" & "60" ELEVATIONS
- 63-AB BUILDING "61" & "62" FLOOR PLANS
- 64-AB BUILDING "61" & "62" ELEVATIONS
- 65-AB BUILDING "63" & "64" FLOOR PLANS
- 66-AB BUILDING "63" & "64" ELEVATIONS
- 67-AB BUILDING "65" & "66" FLOOR PLANS
- 68-AB BUILDING "65" & "66" ELEVATIONS
- 69-AB BUILDING "67" & "68" FLOOR PLANS
- 70-AB BUILDING "67" & "68" ELEVATIONS
- 71-AB BUILDING "69" & "70" FLOOR PLANS
- 72-AB BUILDING "69" & "70" ELEVATIONS
- 73-AB BUILDING "71" & "72" FLOOR PLANS
- 74-AB BUILDING "71" & "72" ELEVATIONS
- 75-AB BUILDING "73" & "74" FLOOR PLANS
- 76-AB BUILDING "73" & "74" ELEVATIONS
- 77-AB BUILDING "75" & "76" FLOOR PLANS
- 78-AB BUILDING "75" & "76" ELEVATIONS
- 79-AB BUILDING "77" & "78" FLOOR PLANS
- 80-AB BUILDING "77" & "78" ELEVATIONS
- 81-AB BUILDING "79" & "80" FLOOR PLANS
- 82-AB BUILDING "79" & "80" ELEVATIONS
- 83-AB BUILDING "81" & "82" FLOOR PLANS
- 84-AB BUILDING "81" & "82" ELEVATIONS
- 85-AB BUILDING "83" & "84" FLOOR PLANS
- 86-AB BUILDING "83" & "84" ELEVATIONS
- 87-AB BUILDING "85" & "86" FLOOR PLANS
- 88-AB BUILDING "85" & "86" ELEVATIONS
- 89-AB BUILDING "87" & "88" FLOOR PLANS
- 90-AB BUILDING "87" & "88" ELEVATIONS
- 91-AB BUILDING "89" & "90" FLOOR PLANS
- 92-AB BUILDING "89" & "90" ELEVATIONS
- 93-AB BUILDING "91" & "92" FLOOR PLANS
- 94-AB BUILDING "91" & "92" ELEVATIONS
- 95-AB BUILDING "93" & "94" FLOOR PLANS
- 96-AB BUILDING "93" & "94" ELEVATIONS
- 97-AB BUILDING "95" & "96" FLOOR PLANS
- 98-AB BUILDING "95" & "96" ELEVATIONS
- 99-AB BUILDING "97" & "98" FLOOR PLANS
- 100-AB BUILDING "97" & "98" ELEVATIONS
- 101-AB BUILDING "99" & "100" FLOOR PLANS
- 102-AB BUILDING "99" & "100" ELEVATIONS
- 103-AB BUILDING "101" & "102" FLOOR PLANS
- 104-AB BUILDING "101" & "102" ELEVATIONS
- 105-AB BUILDING "103" & "104" FLOOR PLANS
- 106-AB BUILDING "103" & "104" ELEVATIONS
- 107-AB BUILDING "105" & "106" FLOOR PLANS
- 108-AB BUILDING "105" & "106" ELEVATIONS
- 109-AB BUILDING "107" & "108" FLOOR PLANS
- 110-AB BUILDING "107" & "108" ELEVATIONS
- 111-AB BUILDING "109" & "110" FLOOR PLANS
- 112-AB BUILDING "109" & "110" ELEVATIONS
- 113-AB BUILDING "111" & "112" FLOOR PLANS
- 114-AB BUILDING "111" & "112" ELEVATIONS
- 115-AB BUILDING "113" & "114" FLOOR PLANS
- 116-AB BUILDING "113" & "114" ELEVATIONS
- 117-AB BUILDING "115" & "116" FLOOR PLANS
- 118-AB BUILDING "115" & "116" ELEVATIONS
- 119-AB BUILDING "117" & "118" FLOOR PLANS
- 120-AB BUILDING "117" & "118" ELEVATIONS
- 121-AB BUILDING "119" & "120" FLOOR PLANS
- 122-AB BUILDING "119" & "120" ELEVATIONS
- 123-AB BUILDING "121" & "122" FLOOR PLANS
- 124-AB BUILDING "121" & "122" ELEVATIONS
- 125-AB BUILDING "123" & "124" FLOOR PLANS
- 126-AB BUILDING "123" & "124" ELEVATIONS
- 127-AB BUILDING "125" & "126" FLOOR PLANS
- 128-AB BUILDING "125" & "126" ELEVATIONS
- 129-AB BUILDING "127" & "128" FLOOR PLANS
- 130-AB BUILDING "127" & "128" ELEVATIONS
- 131-AB BUILDING "129" & "130" FLOOR PLANS
- 132-AB BUILDING "129" & "130" ELEVATIONS
- 133-AB BUILDING "131" & "132" FLOOR PLANS
- 134-AB BUILDING "131" & "132" ELEVATIONS
- 135-AB BUILDING "133" & "134" FLOOR PLANS
- 136-AB BUILDING "133" & "134" ELEVATIONS
- 137-AB BUILDING "135" & "136" FLOOR PLANS
- 138-AB BUILDING "135" & "136" ELEVATIONS
- 139-AB BUILDING "137" & "138" FLOOR PLANS
- 140-AB BUILDING "137" & "138" ELEVATIONS
- 141-AB BUILDING "139" & "140" FLOOR PLANS
- 142-AB BUILDING "139" & "140" ELEVATIONS
- 143-AB BUILDING "141" & "142" FLOOR PLANS
- 144-AB BUILDING "141" & "142" ELEVATIONS
- 145-AB BUILDING "143" & "144" FLOOR PLANS
- 146-AB BUILDING "143" & "144" ELEVATIONS
- 147-AB BUILDING "145" & "146" FLOOR PLANS
- 148-AB BUILDING "145" & "146" ELEVATIONS
- 149-AB BUILDING "147" & "148" FLOOR PLANS
- 150-AB BUILDING "147" & "148" ELEVATIONS
- 151-AB BUILDING "149" & "150" FLOOR PLANS
- 152-AB BUILDING "149" & "150" ELEVATIONS
- 153-AB BUILDING "151" & "152" FLOOR PLANS
- 154-AB BUILDING "151" & "152" ELEVATIONS
- 155-AB BUILDING "153" & "154" FLOOR PLANS
- 156-AB BUILDING "153" & "154" ELEVATIONS
- 157-AB BUILDING "155" & "156" FLOOR PLANS
- 158-AB BUILDING "155" & "156" ELEVATIONS
- 159-AB BUILDING "157" & "158" FLOOR PLANS
- 160-AB BUILDING "157" & "158" ELEVATIONS
- 161-AB BUILDING "159" & "160" FLOOR PLANS
- 162-AB BUILDING "159" & "160" ELEVATIONS
- 163-AB BUILDING "161" & "162" FLOOR PLANS
- 164-AB BUILDING "161" & "162" ELEVATIONS
- 165-AB BUILDING "163" & "164" FLOOR PLANS
- 166-AB BUILDING "163" & "164" ELEVATIONS
- 167-AB BUILDING "165" & "166" FLOOR PLANS
- 168-AB BUILDING "165" & "166" ELEVATIONS
- 169-AB BUILDING "167" & "168" FLOOR PLANS
- 170-AB BUILDING "167" & "168" ELEVATIONS
- 171-AB BUILDING "169" & "170" FLOOR PLANS
- 172-AB BUILDING "169" & "170" ELEVATIONS
- 173-AB BUILDING "171" & "172" FLOOR PLANS
- 174-AB BUILDING "171" & "172" ELEVATIONS
- 175-AB BUILDING "173" & "174" FLOOR PLANS
- 176-AB BUILDING "173" & "174" ELEVATIONS
- 177-AB BUILDING "175" & "176" FLOOR PLANS
- 178-AB BUILDING "175" & "176" ELEVATIONS
- 179-AB BUILDING "177" & "178" FLOOR PLANS
- 180-AB BUILDING "177" & "178" ELEVATIONS
- 181-AB BUILDING "179" & "180" FLOOR PLANS
- 182-AB BUILDING "179" & "180" ELEVATIONS
- 183-AB BUILDING "181" & "182" FLOOR PLANS
- 184-AB BUILDING "181" & "182" ELEVATIONS
- 185-AB BUILDING "183" & "184" FLOOR PLANS
- 186-AB BUILDING "183" & "184" ELEVATIONS
- 187-AB BUILDING "185" & "186" FLOOR PLANS
- 188-AB BUILDING "185" & "186" ELEVATIONS
- 189-AB BUILDING "187" & "188" FLOOR PLANS
- 190-AB BUILDING "187" & "188" ELEVATIONS
- 191-AB BUILDING "189" & "190" FLOOR PLANS
- 192-AB BUILDING "189" & "190" ELEVATIONS
- 193-AB BUILDING "191" & "192" FLOOR PLANS
- 194-AB BUILDING "191" & "192" ELEVATIONS
- 195-AB BUILDING "193" & "194" FLOOR PLANS
- 196-AB BUILDING "193" & "194" ELEVATIONS
- 197-AB BUILDING "195" & "196" FLOOR PLANS
- 198-AB BUILDING "195" & "196" ELEVATIONS
- 199-AB BUILDING "197" & "198" FLOOR PLANS
- 200-AB BUILDING "197" & "198" ELEVATIONS

1 COMPOSITE SITE PLAN



**DCA**  
 DANIEL CHUDNOVSKY, AIA, ARCHITECTS, INC.  
 394 WESTWOOD BOULEVARD, SUITE 418, LOS ANGELES, CA 90024  
 PHONE: 310 475-8323 FAX: 310 475-8228

DEVELOPER:  
**MALIBU LA PAZ RANCH, LLC**

PROJECT:  
**PROJECT: MALIBU CIVIC CENTER MASTERPLAN**  
 ILLUSTRATIVE SITE PLAN / PROJECT DATA

08/04/08  
 1"=50'-0"  
**1-ABC**  
 (58 CAD)

In Lieu of Exhibits 4, 6 & 7