

RECORDING REQUESTED BY:

Los Angeles County Regional Park and Open Space District

WHEN RECORDED MAIL TO:

Los Angeles County Regional Park and Open Space District

1000 S Fremont Avenue, Unit #40

Building A-9 East, Ground Floor

Alhambra, CA 91803

Attn: Administration Section

DEED RESTRICTION

- I. WHEREAS, City of Manhattan Beach (hereinafter referred to as "Owner") is recorded owner of the real property described in Exhibit A, attached and incorporated herein by reference (hereinafter referred to as the "Property"); and
- II. WHEREAS, the Los Angeles County Regional Park and Open Space District (hereinafter referred to as the "District") is a public agency created and existing under the authority of Section 5506.9 et seq of the California Public Resources Code (hereinafter referred to as the "PRC"); and
- III. WHEREAS, Owner applied to the District for grant funds available pursuant to the Excess Grant Program for Marine Avenue Park Skate Spot; and
- IV. WHEREAS, on March 15, 2016 the District conditionally approved Grant No. 58G1-16-2575 (hereinafter referred to as "Grant") for the development of a Skate Park/Spot at Marine Avenue Park in the City of Manhattan Beach, subject to, among other conditions, recordation of this Deed Restriction on the Property; and
- V. WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the Grant would not be consistent with the public purposes of the District's Grant Program(s), and the funds that are the subject of the Grant could therefore not have been granted; and
- VI. WHEREAS, Owner has elected to comply with the Deed Restriction of the Grant, so as to enable Owner to receive the Grant funds and perform the work described in the Grant.

NOW, THEREFORE, in consideration of the award of the Grant funds by the District, the undersigned Owner for itself and for its assigns and successors-in-interest, hereby irrevocably covenants with the District that the conditions of the Grant (set forth in the Project Agreement for the Grant—including Exhibit A of the Project Agreement but only to the extent applicable to the Owner—that is attached and incorporated herein as Exhibit B) shall at all times on and after the date on which this Deed Restriction is recorded constitute for all purposes covenants, conditions, and restrictions on the use and enjoyment of the Property that are hereby attached to the deed of the Property as fully effective components thereof.

1. DURATION. This Deed Restriction shall remain in full force and effect and shall bind Owner and all its assigns or successors-in-interest in perpetuity.
2. TAXES AND ASSESSMENTS. It is intended that this Deed Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, Section 8 of the California Constitution and b) Section 402(i) of the California Revenue and Taxation Code or successor statute. Furthermore, this Deed Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of Section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.
3. RIGHT OF ENTRY. The District or its agent or employees may enter onto the Property at times reasonably acceptable to Owner to ascertain whether the use restrictions set forth above are being observed.
4. REMEDIES. Any act, conveyance, contract, or authorization by Owner whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Deed Restriction will be deemed a violation and a breach hereof. The District may pursue any and all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction. In the event of a breach, any forbearance on the part of the District to enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding any subsequent breach.
5. SEVERABILITY. If any provision of these restrictions is held to be invalid, or for any reason becomes unenforceable, no other provision shall be affected or impaired.

Dated: _____, 2019

Signed: _____

PRINT/TYPE NAME & TITLE OF ABOVE
(GRANTEE'S AUTHORIZED REPRESENTATIVE)

****NOTARY ACKNOWLEDGEMENT ON NEXT PAGE****