

AMY J. BODEK, AICP Director, Regional Planning DENNIS SLAVIN Chief Deputy Director, Regional Planning

SUPPLEMENTAL Report to the hearing officer

DATE ISSUED:	November 30, 2023	
HEARING DATE:	December 5, 2023	AGENDA ITEM: 5
PROJECT NUMBER:	PRJ2020-002005-(3)	
PERMIT NUMBER(S):	Minor Coastal Development RPPL2020006315	Permit ("Minor CDP")
SUPERVISORIAL DISTRICT:	3	
PROJECT LOCATION:	25755 Piuma Road, Monte N	Nido
OWNER:	Don Reith	
APPLICANT:	Don Reith	
CASE PLANNER:	Tyler Montgomery, Principa TMontgomery@planning.la	

Since the distribution of the previous Supplemental Report dated November 22, 2023, LA County Planning staff ("Staff") LA County Planning staff ("Staff") has received additional correspondence from the applicant, Don Reith. This letter, dated November 26, 2023, is attached as Exhibit A-1. It includes several documents that purport to provide a timeline of approvals and restrictions for the Project Site and the timeline of his purchase.

The letter includes portions of the Saddle Peak/Monte Nido Settlement and Cooperation Agreement and Joint Escrow Instructions of April 9, 1997. This is the agreement between the previous owner and the Monte Nido Community Association that supposedly restricted the use of the Project Site as open space, although it appears to have never been recorded.

The letter also includes additional documents pertaining to a CDP that approved a singlefamily residence on the Project Site (CDP 4-95-035). This CDP was approved by the California Coastal Commission ("Coastal Commission") in 1996 and, after several extensions, expired without use in 2006. However, the CDP was amended by the Coastal Commission on June 28, 2005, prior to its expiration. This amendment deleted the singlefamily residence and instead required restoration of the graded pad and landscaping on the Project Site (Exhibit A-1, p. 50). Despite this amendment, the Coastal Commission has opined that, because CDP 4-95-035 expired without use, it was abandoned and cannot be enforced. Therefore, the applicant may apply for a new CDP to construct a single-family residence on the Project Site. This opinion was provided in a letter to LA County Planning dated November 9, 2016 (Exhibit B-1), which was previously attached to the Supplemental Report to the Hearing Officer dated July 20, 2023, as part of Exhibit J. Lastly, the letter includes documents regarding a previous easement tying the Project Site to a different lot for potential onsite wastewater treatment system seepage pit purposes (Exhibit A-1, pp. 51-73). While this easement would not have allowed a single-family residence to be built on the Project Site, a release of covenant and agreement was issued by the Los Angeles County Department of Public Health in 2016, which eliminated these restrictions.

Staff's recommendation for approval of the Project remains unchanged. For additional information, please contact Tyler Montgomery of the Coastal Development Services section at tmontgomery@planning.lacounty.gov.

Report Reviewed By:

Robert Glaser, Supervising Planner

Report Approved By:

Mitch Glaser, Assistant Deputy Director

LIST OF ATTACHED EXHIBITS	S
EXHIBIT A-1	Letter from Don Reith (November 26, 2023)
EXHIBIT B-1	Letter from Coastal Commission to LA County Planning (November 9, 2016)

NARRATIVE OF DOCUMENTS AND INFORMATION PROVIDED FOR HEARING OFFICER FOR DECEMBER 5th PUBLIC HEARING.

INCLUDED ARE EMAILS, COURT DOCUMENTS AND COASTAL COMMISSION FILES FROM PAST APPROVED PERMITS FOR LOT 7. THESE WERE OBTAINED BY THE REQUEST AND REVIEW OF RECORDS AT THE OFFICE IN THE CITY OF VENTURA

PREPARED ON THE 29TH OF November 29, 2023, BY DONALD REITH OWNER AND APPLICANT OF LOT 7.

25755 PIUMA ROAD

PRJ2020-002005/ RPPL2020006315

FOR REVIEW BY HEARING OFFICER GINA NATOLI FOR THE DECEMBER 5TH 2023 PUBLIC HEARING

November 26th, 2023

For: 25755 Piuma Road (PRJ2020-002005 / RPPL2020006315)

Hearing date: December 5, 2023, at 9:00 a.m.

Attn: Gina Natoli hearing officer.

The following is the development history that pertains to Tract Map 45168 and specific to APN 4456-012-031 commonly referred to as Lot 7, which is the subject of my application. There is a 157-page document related to Tract Map 45168 and, to simplify, only parts that pertain to Lot 7 are included. The first two pages are from the Saddle Peak/ Monte Nido Settlement and Cooperation Agreement and Joint Escrow Instructions. The first page clarifies the day this document was entered into, which is April 9, 1997, and the second page shows the signatures of the parties involved.

Exhibit M pertains to Lot 7 defining terms of the agreement for the property and required documents that must be recorded with the County of Los Angeles. and once completed and recorded to send the recorded documents to Cox, Castle and Nicholson at the address shown on the document. These types of recorded documents routinely show up on title searches and usually found in California Coastal Commission (CCC) files, the entitlement agency for the tract map, pertaining to permit files for the Lot 7 property. Please note these documents have no authorizing signatures and no such implementing documents can be found anywhere nor have any ever been produced that are signed, dated, and recorded.

Please note the above referenced documents could not be found in any files that I reviewed from LA County nor at the Ventura CCC office, which I visited several times to review the files starting shortly after escrow in 2016. Multiple title searches have not produced this document. The first time I was notified of any of this was from an email from Nona Green dated June 27, 2022. She sent me a copy of a letter from an attorney by the name of Michelle Black. This letter was not addressed to me but rather to Nona Green and Karen Sanvig. The email only contained a limited part of the complete document.

Except for a few documents, most of the other documents shown here can be found in records available to the public. The vast majority are from the Coastal Commission and a few from LA Country Registrar of Deeds. These can be found in a title search of the property.

The next set of documents are titled Vacant Land Purchase Contract and Receipt for Deposit, and it is dated May 1, 1997, on page 1. This can be found in CCC file 4-95-035-T1. This file is for Lot 7 and pertains to the transfer of permit ownership from Saddle Peak and Associates to West Pointe Homes (James Rasmussen). This permit transfer was approved in a letter dated August 3, 1998, and can be found in this set of documents. Please note that on page marked as page 14 on the bottom under section 21, Other terms, and conditions, are the following conditions. "Buyer is aware of agreement with

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Pages

the Monte Nido Homeowners association and will abide by the agreement and cooperate with the Homeowners Association." On page 7, it has the signature of James Rasmussen and is dated May 5, 1997. It also shows the APN's of each property and other terms and conditions.

The next set of documents are certified copies from the Ventura CCC office. They are file covers for permit files 4-95-035, 4-95-035-E1, 4-95-035-E2, 4-95-035-T1 and 4-95-035-A1. They are listed in the order they were created and have dates ranging from February 17, 1995 to July 26, 2005. Please note that apart from 4-95-035-E1, all these files bear the initials of JR. These initials were signed by or for James Rasmussen of West Pointe Homes and supported by the documents enclosed in the file bearing his name, his company name and his signature.

The next set of documents comes from file 4-95-035-E1. These documents pertain to the extension of the original permit for a previously approved CDP for a 2 story SFR with separate covered parking, pool, and sewer system. This extension was first applied for on March 24, 1997, by Saddle Peak and Associates, before the HOA agreement was entered into and before the sale of the property to West Pointe Homes. The extension was approved, per the document provided in the file, on May 22, 1997. All documents are with Saddle Peak and Associates and signed by Bruce Philips, then president of Saddle Peak and Associates.

The next set of documents comes from file 4-95-035-E2, and these were from the spring of 1998, which was roughly a year from when the agreement with the HOA was signed and just under a year from when the sale of the property was made to West Pointe Homes. The first document shows that the extension of the permit was received by the CCC on April 3, 1998, and is signed by James Rasmussen. The document with the numbers 4-95-035-E2 in the upper corner and dated April 3, 1998, shows the applicant to be West Pointe Homes Inc. The application is for "Time Extension on a previously approved CDP for construction of a 4520 sq ft, 35 ft high from existing grade single family residence with 3 covered parking spaces, pool, septic system and 2100 yds of grading (200 cu yds of cut)" The document dated May 1, 1998, shows a hearing scheduled for the project and mentions a copy of the staff report will be mailed approximately 10 days prior to the hearing. It also mentions if any questions regarding the project arise to please contact the address and phone number listed above. The second document is the official notice of the extension application approval. The document titled: COASTAL DEVELOPMENT PERMIT EXTENSION" dated May 21, 1998, approves the extension of the residential CDP permit. The document states: NO OBECTIONS TO THIS DETERMINATION HAVE BEEN RECEIVED AT THE COMMISSION OFFICE." The next two documents of this set list the names and addresses of residences that were sent notices of the request for extension of the permit on Lot 7. PLEASE NOTE ON PAGE 33, THE SECOND FROM THE TOP ON THE RIGHT, IS GLEN AND SUSAN HARDIE. GLEN IS THE PERSON WHO SIGNED THE HOA AGREEMENT DATED APRIL 9, 1997, THAT SPECIFIED NO HOME COULD BE BUILT ON LOT 7. LEGAL NOTICES WERE REQUIRED BY CCC ON THESE TYPES OF PROJECTS FOR NEIGHBORS IN THE AREA AND GLEN AND SUSAN LIVE JUST DOWN THE ROAD FROM LOT 7.

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The next set of documents pertains to the transfer of the permit from Saddle Peak and Associates to West Pointe Homes. This was stamped received on July 10, 1998, by the CCC. The page identified with 4-95-035-T1 in the upper left corner and has a project address of 25755 Piuma Road, Malibu CA for construction of a 4520 sq ft high from existing grade single family residence with 3 covered parking spaces, pool, septic system, and 2100 yds of grading (200 cu yds of cut and 1900 cu yds of fill). It also relates back to the original permit for the project identified as 4-95-035. It mentions in the comment section: (Assigned from Saddle Peak & Associates previous application Id 4-95-035). The document dated

August 3, 1998, confirms the approval of the permit transfer from Saddle Peak and Associates to West Pointe Homes. A copy of the grant deed is provided to show ownership of the property.

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The next set of documents pertains to work completed relating to geology and septic systems for Tract Map 45168. I have included the first two pages of a report from Geolabs-Westlake Village. As underlined, the document is related to grading, effects of blasting and sewage/wastewater disposal systems. These lots are in an area that has been shown to be challenging to get acceptable percolations for the septic system. Mr. Rasmussen used dynamite charges in the septic tests pits and set them off because of the bedroom issues. The concept was to create fractures to improve percolation rates, which is not consistent with LA County accepted septic system pit percolation testing requirements. This document is dated Sept. 21, 2000. All these documents can be found on a website that is available to the public and Marc Triebold sent the link to me shown below.

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The next document is the first page of an April 25, 2002, report from Geolabs-Westlake Village, which pertains to the septic designs for Lots 1-7 of Tract Map 45168. All these reports and many more can be found at this link https://dpw.lacounty.gov/gmed/soilsandgeologyreports. Please note that underlined is the following sentence. "Evaluations for effluent disposal system designs for this project have been the subject of controversy."

The next document is dated January 31, 2005, from Jack Ainsworth, CCC to James Rasmussen regarding Tract Map 45168 and the signed permit extensions. They are stamped February 2, 2005. The next page ' is titled Agreement for Extension of Time For Decision on Coastal Development Permit. It lists the application number as 4-95-035-A1, which is for Lot 7. It is signed and dated by James Rasmussen on January 31, 2005 and subsequently countersigned by Jack Ainsworth and dated March 1, 2005.

The next document is dated April 6, 2005, regarding grading information for Lots 4 and Lot 7. It is stamped received by CCC on April 8, 2005.

The next document is dated April 7, 2005, and is to Jack Ainsworth of the CCC and stamped as such on April 8, 2005. This document is by Pam Pierson, and it pertains to addressing the final approval for the CCC. One item on the list is "Letter from our engineer with the final grading numbers for Lots 4 and 7." This is printed on the letterhead of West Points Homes Inc.

In documents filed with the LA County courts, a claim is made by the Monte Nido HOA that they did not know about the failure of recording of the documents pertaining to the HOA agreement with Saddle Peak and Associates and Saddle Peak Lodge. Here is a list from the files that shows people who were at least one-time mailed information related to the property development. Please note that Monte Nido HOA currently has an office at 514 Live Oak, Calabasas and that name is listed on this document with a checkmark by it along with the names Glen and Susan Hardie. Glen was the one who signed the document in 1997 and lives close by Tract Map 45168 and Lot 7.

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A letter dated June 7, 2005, from Peter Douglas, CCC Executive Director, titled Notice of Proposed Amendment was published by the CCC addressing Lcts (5, 1, 7 and 2. As underlined on the document, the amendment deleted the previously approved residence on lot 7 and required restoration of the previously graded pad on this lot. The proposed deletion of the previously approved residence on Lot 7 and removal and restoration of the previously graded pad will result in the creation of an open

space/non residentially developed lot and will reduce the number of approved residences to no more than 6 residences on 7 lots. The proposed change to grading is primarily for restoration of Lot 7 and is relatively minor in nature.

On a document dated June 28, 2005, titled Amendment to Coastal Development Permit, issued to West Pointe Homes Inc., it addresses the removal of the previously approved 4520 sq ft residence. This is for Permit No: 4-95-035 (Lot 7). It states the following: Delete single family residence and restore previously graded pad on Lot 7, revise grading plan accordingly and landscape entire lot with native vegetation on Lot 7. It is stamped August 3, 2005, as being received by the CCC, and is signed by James Rasmussen and dated August 1, 2005.

The document from SubSurface Designs Inc is the 1st page from the updated report for SP-7-4 which is on Lot 7 and was at one time used for Lot 3 as its future septic pit. Mark Triebold worked with Richard Jefferson and updated the information, and this is the future septic pit for the current house in application RPPL2020006315. It is dated January 5, 2017, but the information is mostly from the December 2005 document covered in the next paragraph.

In a document dated December 9, 2005, from Geolabs-Westlake Village to West Pointe Homes (at 26500 Agoura Road, Suite 652, Attention James Rasmussen). This document pertains to subject: onsite sewage disposal system feasibility report, Lot 3 of Tract 45168 Monte Nido, County of Ventura CA. This document pertains to 3 seepage pits for Lot 3. SP stands for septic pit and the next number is the lot it is on, and the next number is the hole that was drilled in numerical order on that lot as logged and documented. SP3-10, SP3-11 and SP7-4 are the 3 pits. The first two are the active septic pits and the last one, on lot 7, which has a lot physically between it and lot 3, is the future use.

For Lot 3 to use Lot 7 a covenant was signed, notarized, and recorded at the LA County Registrar to be approved by LA County Dept of Public Health. Document identified as 06 1933488 can be found in a title search of Lot 7 as it is a legally recorded document that can be found in the County records. It is titled 6.2 "Covenant and Agreement Regarding Installation of Sewage Facilities and the Use and Transfer of Ownership of Properties. The document states that the properties are next to each other, but they are not. There is an easement filed on the lot between Lot 7 and Lot 3 that has a recorded easement so that if needed a waste line could be run from Lot 3 to Lot 7. I did not include that document. The document states that the original building site and the annexed property will be maintained as one unit. The covenant will run with the land and shall be binding upon all future owners. The covenant and agreement shall only be terminated by a Release of Covenant and Agreement duly executed by the director of the County of Los Angeles Dept of Health Services or its successor agency. Release shall not be effective until recorded in the County of Los Angeles Recorders office. The document is signed by James Rasmussen and dated August 25, 2006. It is notarized and recorded as required. This document made Lot 7 unbuildable.

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What is odd is there are two documents that tie Lots 3 and 4 together. One is dated September 20, $\sqrt{3}$ - $\sqrt{2005}$, and is titled Covenant and Agreement to Hold Property as one Parcel and pertains specifically to Lots 3 and 4. It is signed by James Rasmussen and the second signature may be his wife's. It states to place seepage pits on Lot 3 for the residence on Lot 4. It has the same restrictions as the two properties being one and the covenant runs with the land and is binding. It can only be released per the terms of the agreement.



What is even more odd is that on August 25, 2006, which is the same date as the covenant for Lots 3 and 7 are dated, another covenant was signed titled Covenant and Agreement Regarding Installation of

Sewage Facilities and the Use and Transfer of Ownership of Properties. So, there are two simultaneously existing documents, one tying Lots 3 and 4 together and another tying Lots 3 and 7 together. Per the agreement Lot 3 is not buildable now and yet there are currently homes on both Lots 3 and 4.

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The Seller Vacant Land Questionnaire is not a public document and is from the escrow documents between West Pointe Homes and Joe and Anna Melaragno. This escrow was entered into on May 27. 2016, and was cancelled by Joe and Anna on June 13 and 14, 2016. This document is dated June 9, 2016 and signed by James Rasmussen of West Pointe Homes. Please note in question number 25, it asks which of the following utilities are available on the property. As you can see septic is listed as being available and yet there is a covenant in place allowing Lot 3 to use Lot 7 for a future septic pit. Please also note question 47 as it asks for "Any past or present known material facts or other significant items affecting the value or desirability of the Property not otherwise disclosed to Buyer." There is no disclosure of any septic covenant in place nor the disclosure of the HOA agreement that Mr. Rasmussen agreed to abide by disclosed as required by California realtor law.



Escrow for the sale of Lot 7 was prepared on June 22, 2016. On June 22, 2016 it was electronically signed by Don Reith and on June 27, 2016 it was electronically signed by James Rasmussen of West Pointe Homes. In review of the preliminary title report by Don Reith from the previous escrow for Lot 7 the septic covenant tying Lots 7 and 3 together was discovered and discussed with Richard Jefferson who was head of the Dept of Health at LA County. In a review of the files for Lot 3, it was discovered that Lot 3 now had an approved future use pit documented on Lot 3. Mr. Jefferson advised Don Reith on how to go about the release and who could do the release. This was done during escrow and Don Reith worked with Vincent Banada and Michelle Tsiebos. I have included the email from Vincent Banada on August 23, 2016 and the recorded document of the release. The lot was now free of all known recorded restrictions and was now a buildable lot. I had Jackie, one of the planners in the CCC office at Ventura, contact the Sacramento office and their legal department to verify there were no known restrictions and she called me back to verify there were none. I met Nona Green and Lisa Cataldo at Padri's, a restaurant, and played the recording for them. I have a document from Nona and an email from Lisa to verify that event.

The next document is the first time I was told about the HOA agreement dated April 9, 1997 and that 74/75 was in an email from Nona Green on June 27, 2022. A copy of that letter is provided. The document only included 22 of the 157 pages.

The State of California has laws in place to protect a buyer of good faith when a seller fails to disclose information relating to the purchase of real estate. What is a Bona Fide Purchaser? A bona fide purchaser or BFP is someone who purchases something in good faith, believing that he or she has clear rights of ownership after the purchase and having no reason to think otherwise. In situations where a seller behaves fraudulently, the bona fide purchaser is not held responsible. Someone with a conflicting claim to the property under discussion would need to take it up

with the seller, not the purchaser, and the purchaser would be allowed to retain the property.

In order to be considered a bona fide purchaser, someone needs to actually pay for the property in question; she or he cannot be the <u>beneficiary</u> of a gift or legacy. Furthermore, the BFP cannot have received notice of a conflicting claim or been reasonably expected to be aware of a problem with the title to the property. The bona fide purchaser is, in other words, innocent, even if the transaction was fraudulent in nature.

If the real owner of the property or someone with a conflicting claim of another nature surfaces after the transaction is complete and the bona fide purchaser can demonstrate that she or he was unaware of the situation, he or she is allowed to retain the title to the property. The person with the conflicting claim must claim damages from the seller in a civil suit in court, and there may be cases in which sellers can face criminal <u>fraud</u> penalties as well.

The information below is the ruling made by Judge Epstein and what we were provided with the morning of the August 30, 2023 hearing.

Case Number: 22SMCV01481 Hearing Date: August 30, 2023 Dept: I

This is an action by plaintiff against others to quiet title and for slander of title. The gist of the case is this. Plaintiff bought "Lot 7," of a subdivided parcel. Plaintiff would like to develop the property to build a single family home thereon and sell it at a profit. Defendants, however, contend that plaintiff cannot do so because they have an unrecorded easement or equitable servitude (for ease of writing, the court refers only to the easement; the court recognizes that an easement and an equitable servitude are different things, but the analysis below is the same either way) requiring that the property remain in its natural state. Defendants demur primarily on statute of limitations grounds. They claim that plaintiff was put on inquiry notice way back in 2016 by virtue of a letter sent by the California Coastal Commission that was copied to plaintiff. More on that later.

To understand the current state of play, one must go back a bit in time. Before it was divided, this was part of the "Triangle Lot," which was situated below the Saddle Peak Restaurant in Calabasas. The Saddle Peak had (and has) an outdoor dining patio. Defendant Monte Nido, a homeowners association operating in the vicinity, had concerns. As part of a purported settlement (which the court will assume to be in good faith for these purposes, although there are hints that plaintiff might feel otherwise), in 1997 the then-pertinent parties agreed to prohibit some development on the Triangle property, specifically there was an agreement that no home would be built on Lot 7. However, no record of that agreement was ever recorded, even though the agreement stated that Saddle Peak was to record the restriction. What happened instead was that the property was sold to West Pointe. West Pointe built six

homes on the property, leaving Lot 7 vacant as had been agreed. In 2016, West Pointe sold Lot 7 to plaintiff. Plaintiff's review of title did not disclose the unrecorded restriction barring development of the lot, and plaintiff alleges that no notice was provided. Plaintiff bought the lot intending to improve it and sell it. Plaintiff started marketing the lot in May 2022 and was obtaining offers. At that point, plaintiff claims that Monte Nido's former attorney stated that there was a cloud on title, and so stated in such a way that all prospective buyers would know. Although plaintiff had secured a prospective buyer, that buyer allegedly withdrew upon hearing of the restriction. Plaintiff now sues, seeking to quiet title, for slander of title, and for fraud. Both Monte Nido and West Pointe have demurred. Because the demurs are similar, the court addresses them together.

At the heart of the demurrers is a letter dated November 2016 from the California Coastal Commission on which plaintiff was allegedly copied. Defendants seek judicial notice of the document. Judicial notice is DENIED. First, the court is not clear that this letter is the sort of official document of which the court can take judicial notice. At a minimum, it does not seem to be adequately authenticated as an official government record. Second, the court would have to take judicial notice of the *truth* of the statements in the letter, not just of the letter's existence—but not in the way defendants think.

But to back up for a moment, what the letter states is that the Commission has "been contacted by Donald Reith, the current owner of the subject property. We were asked to give our opinion on the existence of any open space or other restrictions applied to the property through past Coastal Development Permits (CDP) approved by the Commission. We have reviewed the permit history of the subject lot and found the following information.... The Commission later granted CDP 4-95-035 for the construction of a single family residence.... Later Amendment 4-95-035-A1 was approved to change the approved project description to delete the construction of a SFR, and to add the restoration and revegetation of the previously graded pad. A review of the project casefiles and all other available information indicates that the Commission's approval of [the amendment] did not require the recordation of any restriction or easement to maintain the subject lot as open space in perpetuity. [¶] The owner of the property has elected to abandon CDP 4-95-035 and CDP Amendment 4-95-035-A1 in order to pursue a new CDP for development of the subject lot. Because our review showed no restrictions prohibiting the development of Lot 7, it is our opinion that it is appropriate for the applicant to pursue a new CDP with the County."

Again, an unauthenticated letter from the CCC is not necessarily the sort of document of which the court can take judicial notice. And even if it were, the court could not take judicial notice of the truth of what is in the letter. Defendants contend that they are not seeking judicial notice for the truth of the above-recited language. And the court agrees insofar as defendants' explanation goes. Defendants' point is that the language was enough to put plaintiff *on notice* of the problem, whether the assertion was true or false. And that is precisely correct; the court need not take judicial notice of truth of the letter's text for these purposes. But what the court *does* have to notice is that the letter was copied to plaintiff. There is a "cc" designation so stating, but that does not mean that it was actually copied unless the "cc" is true,

and *that* requires more than the court can do. After all, if the letter was never sent to plaintiff, then it can provide him no notice. The complaint makes no reference to the letter, and plaintiff does not admit receipt. Judicial notice is therefore inappropriate.

But even were the court to take judicial notice of the letter, it would not suffice. That is so for two reasons. First, while it would put plaintiff on inquiry notice (at least arguably), the inquiry might have been satisfied by looking at the title history. It discloses what it discloses, but plaintiff is not necessarily on notice of any hidden or other restrictions. The letter might have required plaintiff to look again and carefully, but the court cannot say as a matter of pleading that anything more was required. But secondly, and more importantly, it would not put plaintiff even on inquiry notice of the real issue. It could well be that Lot 7 was designated as open space only. But that restriction can be overcome by applying for a Development Permit and a request to remove the restriction. The restriction articulated in the letter implies no special third party rights or easements; if anything it disclaims them. It states only that the property had been designated as open space in perpetuity. That could be a hurdle that must be overcome-perhaps even a difficult one. But overcoming it is far from impossible. It does not imply that others have an easement or independent right to demand that the restriction remain in place, which is a different sort of thing. Just by way of example, a hypothetical lot might be zoned for a single family residence. The owner ought to know that there would therefore be no right to build a triplex on the lot; that would require a variance. And, as with all variances, the neighboring community would have the right to be heard. But at the end of the day, the decision whether or not to grant the variance would lie with the appropriate administrative agency or elected body. While the community can be heard, it has no veto power. On the other hand, if there is an easement or some other formal restriction in which a third party has a right, that is a horse of a different color. At that point, a variance will not do; the dominant estate would have to agree to allow the development. Nothing in the November 2016 letter purports to put plaintiff on notice of any easement or third party right.

Monte Nido also claims that the complaint cannot survive the common interest privilege set forth in Civil Code section 47. That privilege is a qualified privilege; the court cannot ascertain on this pleading motion whether the privilege (assuming it applies) has been overcome.

The rest of the arguments are without merit. Reliance and intent are sufficiently alleged to survive demurrer.

The demurrers are OVERRULED. Defendants have 30 days to answer.

The below is an email from Nona Green, my realtor:

Re: Convo with Lawyer's Title Rep, No meeting with Rasmussen

Nona Green To: Don Reith

Dear Don,

I spoke with Lisa Samuels who reps for Lawyer's Title. She said there is no record of a policy of insurance issued by Lawyer's on the Cold Canyon lot. She also said that the agreement produced by the neighboring HOA is NOT a recorded encumbrance on your lot.

Also, I never met the seller, James Rasmussen. My employee Lisa Cataldo said he came to our office.

Sincerely, Nona Green

Nona Green & Associates Associate Broker CalDRE#0069231 Coldwell Banker Realty 818 426-2292.

This is from the Deposition of Anna Melaragno taken on November 15th 2023 and her reply regarding exhibit 7

• BY MR. IADEVAIA: Question So it's your testimony, Ms. Melaragno, that you did not receive this Exhibit 7, this cooperation agreement, before you canceled; is that correct?

Answer Correct.

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The last page is exhibit 7, marked as page number 76, from the deposition.

The next information is an email chain as shown below regarding inquiry to the Coastal Commission regarding Lot 7. This was forwarded to Ed Peters for clarification and Ed forwarded it on to James Rasmussen as shown in the email chain.

Original message
> From: "Rodriguez, Barbara@Coastal" < <u>Barbara.Rodriguez@coastal.ca.gov</u> >
> Date: 7/6/16 3:24 PM
> Subject: APN 4456-012-031
>
> Hi Don,
>
>
>
> When I searched for the above-mentioned APN your provided in our system, I came up with the following file numbers:
>
>
>
> File 5-87-974 will need to order file from archives, to get copy of permit (a violation was imposed on this project on 6-24-13)
>
>

> File 5-91-139 - - same as above, including the violation > > > > File 4-95-035 - - same as above, including the violation > > > > I did more research and found the following blurb in our records: > > > > Applications 5-91-133, 5-91-134, 5-91-135, 5-91-136, 5-91-137, 5-91-138, and 5-91-139 were all on adjacent parcels, all reviewed and approved together, and various extensions were granted, sometimes for a subset of these 7 new homes, under one or another permit number. Four of the original 7 approved permits were superseded by another permit. > 8-31-04: PER JACK AINSWORTH'S REQUEST ALL FILES WITH THIS PERMIT # HAVE ADDRESS CHANGED TO 25741 PIUMA ROAD, MALIBU, BR. > (Jack Ainsworth is now the acting Executive Director, but at the time he was a Deputy Director. So according to his direction, those our records have the above-mentioned Piuma Road Address. > > > > ALL of the files listed in the message above will need to be ordered from archives. As mentioned in the blurb above, there was a permit(s) issued, but I have no copy in the office. I will order the files from archives and let you know when I hear back from the archive center. I can forward a copy of the permit(s) and/or you may come view the files in our office if you would like to. > > > > I do not have access to the Enforcement Files, so I cannot tell you if the violation(s) has been resolved. Our Enforcement Officer, Molly Troup is on vacation, but will be here on Monday. You will have to contact her to find out what the status is of the violation(s). You can give her the APN and the 25741 Piuma Road address because I don't know how the violation is referenced in her files. You can call the main number (805) -585-1800 and we can transfer you to her, OR you can email her at: Molly.Troup@coastal.ca.gov > > > > I've given you the basic information I was able to locate, but without the files, there is not much more I can say. I am not a planner so at some point I may have to transfer you to a planner if you have questions I cannot answer. > > > > I will order the files and be in touch. > > > > Barbara

> California Coastal Commission
>
> Ventura Office
>
> (805) -585-1800

]/

From: Nona Green <<u>nona@agourahorseproperty.com</u>> Date: July 6, 2016 at 5:58:39 PM PDT To: <u>edpeters84401@gmail.com</u> Cc: Lisa Cataldo <<u>lisa@agourahorseproperty.com</u>> Subject: Fwd: APN 4456-012-031

Hi Ed, Pease ask Seller to comment. Thanks Nona

On 7/6/16 8:23 PM, "Ed Peters" <<u>edpeters84401@gmail.com</u>> wrote:

Please read buyer comments

Sent from my iPhone

Begin forwarded message:

On Thu, Jul 7, 2016 at 9:00 AM, Ed Peters <<u>edpeters84401@gmail.com</u>> wrote: FYI

Sent from my iPhone

Begin forwarded message:

From: James Rasmussen <james@rasmussendevelopment.com> Date: July 6, 2016 at 10:22:30 PM PDT To: Ed Peters <<u>edpeters84401@gmail.com</u>> Subject: Re: APN 4456-012-031

Ed,

Maybe I don't understand but I don't get it. I remember the name Jack Ainsworth but that is all. He was with the coastal commission. James Rasmussen President

West Pointe Homes Rasmussen Development 26500 West Agoura Road #652 <u>Calabasas, CA 91302</u> <u>Office: 805.370.0075</u> <u>Fax: 805.370.0165</u>

On Jul 7, 2016, at 9:47 AM, Nona Green <<u>nona4re@gmail.com</u>> wrote:

Hi Ed and James,

Is there any recollection of Coastal violations and whether they were corrected?

Nona Green Associate Broker CalBRE #0069231 Coldwell Banker Residential Brokerage 818 426-2292

From: Ed Peters <edpeters84401@gmail.com> Date: July 7, 2016 at 10:34:20 AM PDT To: Nona Green <nona4re@gmail.com> Subject: Re: APN 4456-012-031

As the seller broker I am not aware of any such violation

I Don Reith respectfully request my project be approved as it meets all the requirements set forth by the governing body. It has been approved by ERB and has LA Regional Staff approval. I believe the information supplied shows without any doubt there is no justification for not doing so. To be to the point the HOA should be working on their legal case and remedies against Saddle Peak and Associates and West Point Homes and James Rasmussen. They have no case against Don Reith. I have more email records that will verify James Rasmussen failed to disclose the HOA agreement as he was asked directly in this body of one email of several emails to him about a potential open lot restriction or other requests for information, and this was his reply, and it is copied and pasted from that email.

Hello Ed,

Please see the attached document that is the subject of this email from County.

Please ask Mr. Rasmusson to explain. Thanks,

Nona Green

Coldwell Banker Residential Brokerage CalBRE #00692351 818 426-2292 tel:818%20426-2292

"Ed Peters" < edpeters84401@gmail.com < http://edpeters84401@gmail.com > > wrote:

James,

Can you shed light on the attached information regarding the cold creek lot?

Ed,

None of that rings a bell with me it all. I had two project managers working for me at the time and maybe that is something one of them would remember, I don't know.

James Rasmussen President

 West Pointe Homes

 Rasmussen Development

 26500 West Agoura Road #652

 Calabasas, CA 91302

 Office:
 805.370.0075

 Fax:
 805.370.0165

 Cell:
 818.419.1655

 Ctel:
 818.419.1655

Original message ------From: Nona Green <<u>nona4re@gmail.com</u>> To: James Rasmussen <<u>james@rasmussendevelopment.com</u>> Cc: Ed Peters <<u>edpeters84401@gmail.com</u>> Subject: Re: Parcel at the corner of Cold Cyn. and Piuma apn: 4456_012_031

Hi James,

The lot is worth nothing if there is a covernant that says it's not buildable. The coastal commission did not mention it to the buyer - so let's hope there is no such covenant.

Thanks, Nona

Nona Green Associate Broker CalBRE #0069231 Coldwell Banker Residential Brokerage I swear that all the information provided in these documents and emails is true and correct.

Don Reith, owner of Lot 7 and project applicant.

Attachments

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SADDLE PEAK/MONTE NIDO SETTLEMENT AND COOPERATION AGREEMENT AND JOINT ESCROW INSTRUCTIONS

THIS SADDLE PEAK/MONTE NIDO SETTLEMENT AND COOPERATION AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this "<u>Agreement</u>") is made and entered into as of this 9th day of April, 1997, by and among S. P. LAND, INC., a California corporation ("<u>S.P. Land</u>"), S. P. LODGE, INC., a California corporation ("<u>S.P. Lodge</u>"), SADDLE PEAK ASSOCIATES, a California limited partnership ("<u>Saddle Peak</u>"), and the MONTE NIDO VALLEY PROPERTY OWNERS ASSOCIATION, a California nonprofit mutual benefit corporation ("<u>Association</u>"), with reference to the following facts:

A. S.P. Land is the owner of certain real property (the "<u>Restaurant Property</u>") located in the County of Los Angeles, State of California, and more particularly described in the attached **Exhibit "A"**.

B. S.P. Lodge is the owner and operator of the Saddle Peak Lodge restaurant (the "<u>Restaurant</u>") located on the Restaurant Property. The address of the Restaurant is 419 Cold Canyon Road, Calabasas, California 91302. The Restaurant has a height of 40 feet at its highest point, and consists of approximately 6,380 square feet of enclosed space (restaurant/ dining/kitchen areas). The Restaurant also contains an outdoor dining area (the "<u>Patio</u>") consisting of approximately 2,810 square feet.

C. Saddle Peak is the owner of certain real property (the "<u>Triangle Property</u>") located in the County of Los Angeles, State of California, more particularly described in the attached <u>Exhibit "B"</u>. The Triangle Property is located across from the Restaurant Property, on Cold Canyon Road. The Triangle Property contains a legal parcel ("<u>Lot 7</u>") which abuts the intersection of Cold Canyon Road and Piuma Road.

D. The Association is a nonprofit association, the members of which are owners of real property (the "<u>Monte Nido Property</u>") located in the vicinity of the Restaurant Property and the Triangle Property.

E. As of date hereafter S.P. Lodge will begin the process of (a) affirming its current Conditional Use Permit No. 2258-(5) (the "<u>CUP</u>") (a copy of which is attached as <u>Exhibit "C"</u>) with respect to the Restaurant's right to conduct dining operations on the Patio, and (b) amending the CUP to provide for the perpetual existence of the CUP and the rights thereunder (collectively, the "<u>CUP Affirmation</u>"). While the parties do not agree on the scope of S.P. Lodge's current rights under the CUP, S.P. Lodge has taken the position that the CUP allows the Restaurant to conduct dining operations on the Patio.

F. As of date hereof Saddle Peak and S.P. Land and will attempt to cause the County of Los Angeles (the "<u>County</u>") to vacate the County's Cold Canyon Road right-of-way which exists over a portion of the Restaurant Property, and realign same over a portion of the

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

"S.P. LAND":

S.P. LAND, INC., a California corporation

Ann Graham Ehringer, President

"S.P. LODGE":

S.P. LODGE, INC., a California corporation

mores Ann Graham Ehringer, President

"SADDLE PEAK":

SADDLE PEAK ASSOCIATES, a California limited partnership

By: San Diego Land Investments, a California limited partnership, General Partner

By: Maple Tree, Inc., General Partner

By: Bruce D. Phillips, President

"ASSOCIATION":

MONTE NIDO VALLEY PROPERTY OWNERS ASSOCIATION, a California non-profit mutual benefit corporation

By:

Les Glen Hardie, President

EXHIBIT M

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EXHIBIT "M"

Triangle CC&Rs

[attached]

L;

RECORDING REQUESTED BY:

AND WHEN RECORDED RETURN TO:

COX, CASTLE & NICHOLSON 2049 CENTURY PARK EAST, 28TH FLOOR LOS ANGELES, CALIFORNIA 90067 ATTENTION: ROBERT L. BENUN, ESQ.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (MONTE NIDO TRIANGLE)

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRIC-TIONS (MONTE NIDO TRIANGLE) is made this _____ day of _____, 1995, by SADDLE PEAK ASSOCIATES, a California limited partnership ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property (the "Triangle Property") located in the County of Los Angeles, State of California, described in <u>Exhibit "A"</u> attached to this Declaration and incorporated herein by this reference;

WHEREAS, the Monte Nido Valley Property Owners Association (the "<u>Association</u>") is composed of the owners of real property (the "<u>Monte Nido Property</u>") located in the vicinity of the Triangle Property;

WHEREAS, Declarant and the Association have deemed it desirable to impose Covenants, Conditions, and Restrictions upon the Triangle Property for the purpose of enhancing and protecting the value, desirability and attractiveness of the Triangle Property and the Monte Nido Property;

NOW, THEREFORE, Declarant hereby declares that the Triangle Property and every portion thereof shall be held, sold and conveyed, subject to the following restrictions, covenants and conditions, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the Triangle Property and the Monte Nido Property. The covenants, conditions and restrictions set forth herein shall run with the Triangle Property; shall be binding upon all persons having any right, title or interest in the Triangle Property, or any part thereof; and shall inure to the benefit of Declarant, Declarant's successors-in-interest and assigns, and the Association.

ARTICLE I

DEFINITIONS

Each of the following terms when used herein shall have the following meanings:

"County" means the County of Los Angeles, California.

"Lot" means each parcel of residential property within the Triangle Property as shown with a separate and distinct number or letter on a final subdivision map which has been duly recorded in the Office of the County Recorder of the County.

* "Lot 7" means the Lot 7 of Tract No. 45168, in the County of Los Angeles, State of California, as per Map recorded in Book 1166, Pages 97 through 99, inclusive, of Maps in the office of the Los Angeles County Recorder.

ARTICLE II

RESTRICTIONS AND COVENANTS

Declarant agrees for itself and its successors-ininterest and assigns as follows:

2.1 <u>Project Size</u>. No more than six (6) homes shall be constructed within the Triangle Property.

2.2 Home Construction.

a. <u>Compliance with Laws</u>. The six (6) homes to be constructed within the Triangle Property shall be built in compliance with the requirements of the California Coastal Commission and the County, including grading restrictions, house size restrictions, the location of structures, use of non-glare glass, use of natural earth tone colors, sanitation and geological requirements, landscaping plans and other technical infrastructure requirements. If required by the California Coastal Commission, this Declaration shall be subordinate to any and all requirements of such Commission.

b. <u>Dissimilar Facades</u>. The facades of the six (6) homes within the Triangle Property shall vary such that no two (2) homes have the identical facade.

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2.3 Lot 7 Restriction.

a. No Home. No home shall be built on Lot 7.

b. <u>No'View Obstruction</u>. The portion of Lot 7 (the "Lot 7 Restricted Area") which will run along the east side of realigned Cold Canyon Road, and abut the northeast corner of realigned Cold Canyon Road and Piuma Road, shall not include any structures, such as barns, buildings or solid fences, which would significantly restrict the viewshed from the intersection of Cold Canyon Road and Piuma Road (the "<u>Viewshed</u>"). The Cold Canyon Road realignment and Lot 7 Restricted Area are depicted on the attached <u>Exhibit</u> "B".

c. <u>Landscaping</u>. The Lot 7 Restricted Area shall be landscaped and maintained with California native drought resistant plants.

2.4 <u>Transfer of Development Rights</u>. Declarant's rights associated with Lot 7, to build a home, and to construct a structure which would significantly impair the Viewshed, shall be donated to the Mountains Restoration Trust.

2.5 <u>No Tennis Court Lighting</u>. Tennis courts, if any, within the Triangle Property shall not include lighting.

2.6 <u>No Restaurant Parking</u>. No parking for the Saddle Peak Lodge Restaurant shall be allowed within the Triangle Property located on the east side of realigned Cold Canyon Road.

ARTICLE III

GENERAL PROVISIONS

3.1 <u>Covenants Run With Land</u>. The covenants, conditions and restrictions set forth herein shall run with the Triangle Property; shall be binding upon all persons having any right, title or interest in the Triangle Property, or any part thereof; and shall inure to the benefit of Declarant, Declarant's successors-in-interest and assigns, and the Association.

3.2 Future Owners: Deemed Agreement. Each future owner of the Triangle Property, or any portion thereof, by the acceptance of a deed therefore, is deemed to covenant and agree, whether this Declaration is mentioned in such deed or not, that such future owner will be bound by and agrees to comply with all the terms and conditions of this Declaration.

3.2 <u>No Third Party Benefit</u>. The covenants, conditions and restrictions set forth herein are intended to benefit only Declarant, Declarant's successors-in-interest and assigns, and the Association, and no other persons or entities have or shall acquire any rights hereunder. WHEREFORE, this Declaration is made by Declarant on the date first set forth above.

"DECLARANT"

SADDLE PEAK ASSOCIATES, a California limited partnership

- By: San Diego Investments, a California limited partnership, General Partner
 - By: Maple Tree, Inc., General Partner

By:

Bruce D. Fhillips, President

7

STATE OF CALIFORNIA

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COUNTY OF

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On ______, 199 _, before me, the undersigned, a Notary Public in and for said County and State, personally appeared <u>BRUCE D. PHILLIPS</u>, 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 within instrument.

WITNESS my hand and official seal.

Notary Public

VACANT LAND PURCHASE CONTRACT AND RECEIPT FOR DEPOSIT

CALIFORNIA ASSOCIATION CF REALTORS

THIS IS MORE THAN A RECEIPT FOR MONEY, IT IS INTENDED TO BE A LEGALLY BINDING CONTRACT, READ IT CAREFULLY.

Malibu DATE: May 1, 1997 Callfornia. at RECEIVED FROM West Pointe Homes, Inc. (WPH) ("Buver") One Thousand -A DEPOSIT OF Dollars \$ 1.000.00 TOWARD THE PURCHASE PRICE OF Eight Hundred Eighty---Dollars \$ 880.000.00 DESCRIDED AS Vacant Land APN# 4456-012-025,026,027,028,029,030,031 , Callfornia, ASSESSORS PARCEL # 4456-012-025,026,027,028,029,039,039,031,01 (If Checked:) The attached Manufactured Housing Addendum is incorporated into this Agreement. 1. FINANCING: THE OBTAINING OF THE LOANS BELOW IS A CONTINGENCY OF THIS AGREEMENT. Buyer shall act diligently and in good failh to obtain the designated loans. NONE A. LOAN CONTINGENCY shall remain in effect until: (Check only ONE of the following:) (1) The designated loans are funded and/or the assumption of existing financing is approved by lender and completed. [] (2) days from acceptance, by which time Buyer shall give to Beller written notice of Buyer's election to cancel this Agreement because of Buyer's Inability to obtain: (I) The designated loans, or (II) The approval of assumption of existing financing. If Buyer does not give Selier such notice, the contingency of obtaining the designated loans shall be removed by the method specified in paragraph 15. B. BUYER'S DEPOSIT In the form of & personal check, [] cashier's check, [] other ____ 1.000.00 PAYABLE TO Prudential-Jon Douglas Company shall be deposited [I with Escrow Holder,] into Broker's trust account, or] TO BE HELD UNCASHED UNTIL the next business day after acceptance of the offer or D C. INCREASED DEPOSIT within days, shall be deposited with NEW First Deed of Trust in levor of D LENDER, D SELLER; OR D ASSUMPTION of Existing First Deed of Trust; encumbering the Property, securing a note payable at approximately \$ ____ per month, at maximum interest of % fixed rate, or % Initial adjustable rate with a maximum lifetime interest rate cap of _____ balance due in ____years. Buyer shall pay loan leas/points not to exceed ____ NEW Second Deed of Trust in favor of [] LENDER, [] SELLER; OR [] ASSUMPTION of Existing Second Deed of Trust; encumbering the Property, securing a note payable at approximately \$ _____ per month, at maximum interest of % Initial adjustable rate with a maximum lifetime interest rate cap of ______%, % fixed rate, or balance due in years. Buyer shall pay loan fees/points not to exceed _____ G. [] (If Checked:) MANUFACTURED HOME LOAN in the amount of On the terms and conditions described in the attached Manufactured Housing Addendum (MHA-14). H. ADDITIONAL FINANCING TERMS: ١. J. OBTAINING DEPOSIT, DOWN PAYMENT, and OTHER CLOSING COSTS by Buyer is NOT a conlingency, unless otherwise agreed in writing. K. IF THIS IS AN ALL CASH OFFER, Buyer shall, within 5 (or [_____] days from acceptance, provide to Seller written verification of sufficient funds to close this transaction. Selfer may cancel this Agreement in writing within 5 (or [] _____) days: (1) after receipt of the funds verification, If Seller disapproves it; or (2) after the time to provide the funds verification expires, if Buyer tails to provide it. L. LOAN APPLICATIONS; PREQUALIFICATION: (1) For NEW and ASSUMED lender financing: Within 10 (or]_____) days from acceptance, Buyer shall provide to Beller a latter from lander stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified for the NEW and/or ASSUMED loans indicated above. If Buyer fells to provide such letter within that time, Seller may cancel this Agreement in writing. FNMA/FHLMC Uniform Residential Loan Application; (b) Buyer authorizes Seller and/or Brokers to obtain, al Buyer's expense, a copy of Buyer's credit report; and (c) Buyer shall provide any supporting documentation reasonably requested by Selier. Selier may cancel this Agreement in writing If Buyer tails to provide such documents within that time, or if Seller disapproves the application, credit report, or supporting documentation within 5 (or [] ____) days from receipt of those documents. M. EXISTING LOANS: For existing loans to be taken over by Buyer, Seller shall, within the time specified in paragraph 15, provide to Buyer copies of all applicable notas and deeds of trust, loan balances, and current interest rates. Buyer shall, within the time specified in paragraph 15, provide willien notice to Selier of any liems reasonably disapproved. Differences between estimated and actual loan balances shell be adjusted et close of escrow by [] cash down payment, [] seller financing, or [] Impound accounts, if any, shall be assigned and charged to Buyer and credited to Seller, (or if checked:) N. 🔲 (If Checked:) SUBORDINATION: Sefer financing shall be subordinate to a subsequent loan, to be obtained by Buyer, in an amount not to exceed \$ Subordination Agreement. Buyer and Seller acknowledge receipt of copy of this page, which constitutes Page 1 of 8 Pages. Buyer's Initials 200 (_____) Seller's Initials

THIS STANDARDIZED DOCUMENT HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.) IN FORM ONLY. NO REPRESENTATION IS MADE AS TO THE APPROVAL OF THE FORM OF ANY SUPPLEMENTS NOT CURRENTLY PUBLISHED BY C.A.R. OR THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. IT SHOULD NOT SE USED WITH EXTENSIVE RIDERS OR ADDITIONS,

A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADIVSE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVISE, CONSULT AN

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- OFFICE USE ONLY Reviewed by Broker or Designee Date



Prophy ABA 1, and APN# 4456-012-01,026,027,028,029,030,031

May 1

BUYER'S INVESTIGATIONS: Buyer's acceptance of the condition of the Property is a contingency of this Agreement. Buyer shall have the right to conduct inspections, investigations, tests, surveys, and other studies ("inspections") at Buyer's expense. Buyer shall, within the time period specified in paragraph 15, complete these inspections and notify Selier in writing of any items disapproved. Buyer is strongly advised to exercise these rights and to make Buyer's own selection of professionals with appropriate qualifications to conduct inspections of the entire Property.

IF BUYER DOES NOT EXERCISE THESE RIGHTS, BUYER IS ACTING AGAINST THE ADVICE OF BROKERS. BUYER UNDERSTANDS THAT ALTHOUGH CONDITIONS ARE OFTEN DIFFICULT TO LOCATE AND DISCOVER, ALL REAL PROPERTY CONTAINS CONDITIONS WHICH ARE NOT READILY APPARENT AND WHICH MAY AFFECT THE VALUE OR DESIRABILITY OF THE PROPERTY. BUYER AND SELLER ARE AWARE THAT BROKERS DO NOT GUARANTEE, AND IN NO WAY ASSUME RESPONSIBILITY FOR, THE CONDITION OF THE PROPERTY.

Selier shall make the Property available for all inspections. As to these inspections, Buyer shall: (a) Kaep the Property free and clear of Hens; (b) Indemnify and hold Selier harmless from all flability, claims, demands, damages, and costs; and, (c) Repair all damages arising from the inspections. Buyer shall carry, or Buyer shall, require anyone acting on Buyer's behall to carry, policies of Nability, worker's compensation and other applicable insurance protecting Selier from injuries occurring during any work done on the Property at Buyer's direction, prior to close of escrow. Selier is advised that certain protections may be alforded Selier by recording a notice of non-responsibility for work done on the Property at Buyer's direction. No inspections may be alforded Selier by recording a notice of non-responsibility for work done on the Property at Buyer's direction. No inspections may be made by any governmental building or zoning inspector or government employee without the prior written consent of Selier, unless required by local law. Buyer shall provide to Selier, at no cost, upon request of Selier, complete copies of all inspection reports obtained by Buyer concerning the Property.

BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

- A. SIZE: Square footage and lot size. (Any numerical statements regarding these items are APPROXIMATIONS ONLY, and have not been and will not be verified, and should not be relied upon by Buyer.)
- B. LINES AND BOUNDARIES: Property lines and boundaries, septic and leach lines. (Fences, hedges, walls, and other natural or constructed barriers or markers do not necessarily identify true Property boundaries. Property lines may be verified by survey.)
- C. ZONING AND LAND USE: Inquiries, investigations, studies or any other means, concerning past, present, or proposed laws, ordinances, referendums, initiatives, votes, applications and permits attecting the currant use of the Property, Buyer's intended use of the Property, future development, zoning, building, size, governmental permits and inspections.
- D. UTILITIES AND SERVICES: Availability, costs, and restrictions of utilities and services, including but not limited to, sewerage, sanitation, water, electricity, gas, telephone, cable TV and drainage.
- E. ENVIRONMENTAL HAZARDS: Potential environmental hazarda, including but not ilmited to, asbestos, formaldehyde, radon, methane, other gases, lead-based paint, other lead contamination, fuel or chemical storage tanks, contaminated soll or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products or conditions.
- F. PROTECTED SPECIES OR PROPERTIES: Presence of endangered, threatened, "candidate" species or wetlands on the Property.
- G. GEOLOGIC CONDITIONS: Geologic/selamic conditions, soll and terrain stability, suitability and drainage.
- H. PROPERTY CONDITION: Any structural and non-structural systems and components and any personal property included in the sale.
- RENT AND OCCUPANCY CONTROL: Some cities and counties impose restrictions which may limit the amount of rent that can lawfully be charged, and/or the maximum number of persons who can lawfully occupy the Property.
- J. NEIGHBORHOOD, AREA, AND SUBDIVISION CONDITIONS: Neighborhood or area conditions including Agricultural Use Restrictions, Right To Farm laws, proximity to commercial, industrial or agricultural activities, fire protection, other governmental services, existing and proposed transportation, construction, and development which may affect noise, view, traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, facilities and condition of common areas of common interest subdivisions and possible tack of compliance with any Owners' Association requirements, proximity and adequacy of school and/or law enforcement and crime statistics.
- K. PERSONAL FACTORS: Conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements, and preferences of Buyer.
- L. VERIFICATION: Brokers have not and will not verify any of the items above, unless otherwise agreed in writing.
- 8. A. RENTAL AND SERVICE AGREEMENTS: Within the time specified in paragraph 15, Selier shall make available to Buyer for inspection and review, all current leases, rental agreements, service contracts and other related agreements, licenses, and permits pertaining to the operation or use of the Property. Buyer shall notify Selier in writing, within the time specified in paragraph 15, of Buyer's disapproval of such documents.
 - B. ESTOPPEL CERTIFICATES: Seller shall immediately send to all tenants written requests for estoppel certificates acknowledging that tenant's rantel or takes agreements are unmodified and in full force and effect, or if modified, stating all such modifications. Seller shall provide Buyer, within the time specified in paragraph 15, with all such estoppel certificates received back from tenants. Buyer shall notify Seller in writing, within the time specified-in paragraph 15, of Buyer's disapprovel.
 - C. CHANGES DURING ESCROW: Prior to close of escrow, Beller agrees not to: (1) Rent or lease any part of the Property; (2) Alter, modify or extend any existing rental or lease agreement; or (3) Enter into, alter, modify or extend any service contract(s), without first having obtained Buyer's written approval, which shall not be unreasonably withheid.
- 9. ENVIRONMENTAL HAZARD CONSULTATION: Buyer and Seller acknowledge: (A) Federal, stata, and local legislation impose liability upon existing and former owners and users of real property in applicable situations for certain legislatively defined environmentally hazardous substances; (B) Broker has made no representation concerning the applicability of any such law to this transaction to Buyer or Seller, except as otherwise indicated in this Agreement; (C) Broker has made no representation concerning the existence, testing, discovery, location and evaluation of or for, and risks posed by, environmentally hazardous substances, if any, located on or potentiality affecting the Property; and, (D) Buyer and Seller era each advised to consult with technical and legal experts concerning the existence, testing, discovery, location, and evaluation of or for, and risks posed by, environmentality hazardous substances, if any, located on or potentiality affecting the Property.
- 10. CODE AND LEGAL VIOLATIONS: Selier represents that Selier has no actual knowledge of any notice filed or issued against the Property, or of violations of city, county, state, or lederal building, zoning, fire, or health taws, EXCEPT: ______

. If Seller receives notice, or is made sware of any such violations prior to close of escrow, Seller shall immediately notify Buyer in writing. Buyer shall, within the time specified in paragraph 15, provide written notice to Seller of any items disapproved. 11. PROPERTY DISCLOSURES: When applicable to the Property and required by law, Seller shall provide to Buyer the following disclosures and

- Information within the time specified in paragraph 15. Buyer shall then, within the time specified in paragraph 15, investigate the disclosures and information, and provide written notice to Seller of any item disapproved.
 - A. GEOLOGIC, EARTHQUAKE AND SEISMIC HAZARD ZONES DISCLOSURE: Whether the Property is located in an Earthquake Fault Zone (Special Studies Zone)(EFZ), (Public Resources Code §§2621-2625), Seismic Hazard Zone (SHZ), (Public Resources Code §§2690-2699.6), or in a locatity designated geologic, seismic, or other hazard zone or area where disclosure is required by law. (Geologic, Saismic and Flood Hazerd Disclosure (C.A.R. Form GFD-14) shall satisfy this requirement.) Construction or development of any structure may be restricted in such zones. Disclosure of EFZs and SHZs is required only if maps, or information contained in such maps, are "reasonably available" (Public Resources Code §§2621.9(c)(1) and 2694(c)(1)).

Buyer and Seller acknowledge receipt of copy of this page, which constitutes Page 3 of 8 Pages. Buyer's Initials 0510 (_____) Seller's Initials

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Property Address Vacant Land APN# 4456-012-025,026,027,028,029,030,031

- B. SPECIAL FLOOD HAZARD AREAS: ar the Property is located in a Special Flood Haz and designated by the Federal Emergency Management Agency (FEMA). (Geologic, Seismic and Flood Hazard Disclosure (C.A.R. Form GFD-14) shall satisfy this requirement.) Government regulations may impose building restrictions and requirements which may substantially impact and fight construction and remodeling of improvements in such areas. Flood insurance may be required by lender. In addition, Seiter will notify Buyer if Seiter has received federal flood disaster assistance on the Property, in which case, Buyer will be regulated to maintain flood insurance. Buyer is responsible for making further inquiries at Buyer's lender, insurance agent, or other appropriate entities.
- C. STATE FIRE RESPONSIBILITY AREAS: Whether the Property is located in a State Fire Responsibility Area, (Public Resources Code §4136). Government regulations may impose building restrictions and requirements which may substantially impact and limit construction and remodeling of improvements in such areas. Disclosure of these areas is required only if the Seller has actual knowledge that the Property is located in such an area or if maps of such areas have been provided to the county assessor's office.
- D. MELLO-floOS: Whether the Property is in an area subject to a special tax feveral pursuant to a Mello-Roos Community Facility Act. Solitor's only oblightion is to make a good failth effort to obtain a disclosure notice from any local agencies which levy such a special tax on the Property.
- E. COMMON INTEREST SUBDIVISION: If the Property is a unit in a plenned development or other common interest subdivision: (1) The current regular Owners' Association ("OA") dues/assessments are \$______, paid [] Monthly, or [] ______
 - (2) Seller shall, within the lime specified in paragraph 15, request and provide to Buyer any known pending special assessments, claims, or litigation; copies of covenants, conditions, and restrictions; articles of incorporation; by-laws; other governing documents; most current financial statement distributed; statement regarding limited enforceability of age restrictions, if applicable; current OA statement showing any unpaid assessments; any other documents required by law; and the most recent 12 months of OA minutes, if available: Cost of obtaining those items shall be paid by Seller. Buyer shall, within the time specified in paragraph 15, provide written notice to Seller of any items disapproved.
- (3) Buyer may be required to obtain OA approval for any proposed construction on the Property.
- 12. DISCLOSURE OF KNOWN MATERIAL CONDITIONS: Selier, within the time specified in paragraph 15, shall disclose to Buyer the existence of any of the items below of which Selier has actual knowledge. Buyer shall, within the time specified in paragraph 15, provide written notice of any items reasonably disapproved.
 - A. Whether the Property is subject to restrictions for agricultural use pursuant to the Williamson Act (Government Code \$\$51200-51295).
 - B. Whether the Property Is In, or adjacent to, an area with Right to Farm rights (Civil Code \$3482.5 and \$3482.6).
 - C. Presence of endangered, threatened, 'candidate' species, or wetlends on the Property.
 - D. Substances, materials, or products which may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, leadbased peint, fuel or chemical storage tanks, and contaminated soll or water on the Property.
 - E. Features of the Property shared in common with adjoining landowners, such as walls, lences, roads, and driveways, whose use or responsibility for maintenance may have an effect on the Property.
 - F. Any encroactiments, easements or similar matters that may affect the Property.
 - G. Fill (compacted or otherwise), or abandoned mining operations on the Property.
 - H. Any slippage, sliding, flooding, drainage, grading, or other soll problems.
 - 1. Major damage to the Property or any of the structures from fire, earthquake, floods, or landslides.
 - J. Any zoning violations, nonconforming uses, or violations of "setback" requirements.
 - K. Neighborhood noise problems, or other nuisances.
 - L. CC&R's, or other deed restrictions or obligations.

M. Any lawsuits by or against Selter, threatening to or affecting Property, including any lawsuits alleging a detect or deticlency in this Property.

13. SUBSEQUENT DISCLOSURES: In the event Selfer, prior to close of escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information, or representations previously provided to Buyer, Selfer shall promptly provide a written supplemental or amended disclosure covering those items. Buyer shall, within the time specified in paragraph 15, provide written notice of any items reasonably disapproved.

- 14. CONDITION OF PROPERTY: Property shall be maintained in substantiality the same condition as on the data of acceptance. Buyer has the right and is advised to inspect the Property prior to close of accrow to ensure that it has been so maintained. All debris and personal property not included in the sale shall be removed.
- 15. TIME PERIODS; SATISFACTION/REMOVAL OF CONTINGENCIES; DISAPPROVAL/CANCELLATION RIGHTS:
 - A. TIME PERIODS: The following time periods shall apply, unless otherwise agreed in writing:
 - (1) BUYER has 21 (or <u>6-2-97</u>) days from acceptance to complete all inspections, investigations, and review of documents and other applicable information, and to either disapprove in writing any items which are unacceptable to Buyer, or to remove the contingency associated with such disapproval right by the active or passive method, as specified below.
 - (2) SELLER has 7 (or □⁵-8-97) days from acceptance to provide Buyer the following items, if applicable: Existing Loan Documents(paragraph 1); Property Corner Identification (paragraph 2); Septic System Report (paragraph 2); Soll Suitability Report (paragraph 2); Weil System Reports (paragraph 2); Preliminary (Title) Report (paragraph 5); Rental and Service Agreements (paragraph 8); V Estoppet Certificates (paragraph 8); Geologic/Earthquake/Selsmic/Flood/State Fire Responsibility Zones or Areas Disclosures (paragraph 11); Mello-Roos Disclosures (paragraph 11); Common Interest Subdivision Documents (paragraph 11); and, Known Materiel Conditions Disclosures (paragraph 12).
 - (3) Buyer has 7 (or 6-2-97) days from receipt of: (1) Each of the items in paragraph 15A(2) above; (ii) Code And Legal Violations (paragraph 10); and, (iii) Subsequent Disclosures (paragraph 13); to either disapprove in writing or remove the contingency associated with such disapproval right by the active or passive method, as specified below.
 - B. PASSIVE OR ACTIVE CONTINGENCY REMOVAL:
 - (1) CACTIVE METHOD (If checked): Contingencies and disapproval rights must be ramoved or axercised in writing by the party who has the contingency or disapproval right. If Buyer does not give to Seller written notice of items reasonably disapproved, removal of contingencies, or cancellation (based on any cancellation right of Buyer), within the strict time periods specified, then Seller shall have the right to cancel this Agreement by giving written notice to Buyer.
 - (2) PASSIVE METHOD (Applies UNLESS Active Method is checked): Conlingencies and disapproval rights are removed automatically at the end of the time provided, unless a written notice of disapproval or of inability to meet the contingency is given by the party who has the contingency or disapproval right. If Buyer does not give to Seller written notice of items reasonably disapproved, removal of contingencies, or cancellation (based on any cancellation right of Buyer), within the strict time periods specified, Buyer shell be deemed to have removed or waived the contingency, as well as the right to take those actions.
 - (3) EFFECT OF CONTINGENCY REMOVAL: If Buyer removes or waives any contingency by the active or passive method, as applicable, Buyer shall conclusively be deemed to have: (a) Completed all Inspections, investigations, review of applicable documents and disclosures pertaining to that contingency; (b) Elected to proceed with the transaction; and (c) Assumed all liability, responsibility, and expense for repairs or corrections pertaining to that contingency, (or for inability to obtain financing. If the contingency pertains to financing), except for any items which Seiter has agreed in writing to assume the responsibility or expense of repair.

Buyer and Seller acknowledge receipt of copy of this page, which constitutes Page 4 of 8 Pages. Buyer's Initials () Seller's Initials ()

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eviewed by Broker or Designee



Property Address Vacant Land APN 14456-012-025,026,027,028,029,030;031/Tract 45168 5/1 1997

23. DEFINITIONS: As used in this Agreement:

- A. "DAYS" means calendar days, unless otherwise required by law;
- B. "DAYS FROM ACCEPTANCE" means the specified number of calendar days after acceptance of the offer or final counter offer is communicated to the other party as specified in paragraph 26, not counting the calendar date on which acceptance is communicated;
- C. "CLOSE OF ESCROW" means the date the grant deed, or other evidence of transfer of title, is recorded;
- D. SINGULAR and PLURAL terms each include the other, when appropriate.

24. ENTIRE CONTRACT: Time is of the essence. All prior agreements between the parties are incorporated in this Agreement which constitutes the entire contract. Its terms are intended by the parties as a final expression of their agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any, involving this Agreement. This Agreement may not be extended, amended, modified, altered, or changed in any respect whatsoever except in writing signed by Buyer and Seller.

25. AGENCY CONFIRMATION: The following agency relationships are hereby confirmed for this transaction: Listing Agent: <u>Prudential-Jon Douglas Company</u>

Jon	Douglas	Company	is the agent of (check one):
		(Print Firm Name)	

(If not same as Listing Agent) is the agent of (check one):

Dale

Reviewed by Broker or Designee Date

() the Seller exclusively; or [] both the Buyer and Seller.

Selling Agent: _____ White House Properties

(Print Firm Name)

2 the Buyer exclusively; or 🗇 the Seller exclusively; or 🗇 both the Buyer and Seller.

Real Estate Brokers are not parties to the purchase and sale Agreement between Buyer and Seller.

26. OFFER: This is an offer to purchase the Property. All paragraphs with spaces for initials by Buyer and Seller are incorporated in this Agreement only if initiated by all parties. If at least one but not all parties initial, a counter offer is required until agreement is reached. Unless acceptance is signed by Seller, and a signed copy delivered in person, by mail, or facsimile, and personally received by Buyer, or by <u>See Multiple Counter Offer attached</u>......, who is authorized to receive it, by _________, 19 ______, at _______AM/PM, the offer shall be deemed revoked and the deposition by the offer at copy of the offer and sgrees to the above confirmation of agency relationships. If this offer is accepted and Buyer subsequently delauits, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum, or modification, including any photocopy or facelinite, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

Buyer and Seller acknowledge and agree that Brokers: (a) Do not guarantee the condition of the Property; (b) Shall not be responsible for defects or adverse conditions that are not known to Broker(s); (c) Have not and will not identify Property corners or boundary fines; (d) Will not provide legal or tax advice; (e) Will not provide other advice or information that exceeds the knowledge, education and experience required to obtain a real estate license; and (1) Have advise Buyer and Seller to seek legal, tax, and other desired assistance applicable to this transaction from appropriate professionals.

BUYER

BUYER

Receipt for deposit is acknowledged, and agency relat	ionships are confirmed as above.
Real Estate Broker (Selling) (Print Firm Name) White	House Properties
1/1/1/	nt.(1 0/1-shaws

may be used onlyby members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe

 Phil
 Sidenberg

 Addiess
 22151
 Ventura Blvd., Woodland Hills, CA 91364

 Telephone (805)
 499-1289
 Fax (805)
 499-3060

ACCEPTANCE

SELLER	, Date 5-1-97
SELLER	, Date
Agency relationships are confirmed as above.	
Real Estate Broker (Listing) (Print Fkm Name) Prudential-Jon Douglas Company	, Date 5-1-97
By Pat Greenwood and Paul Grisanti	
Address 23661 Pacific Coast Highway, Malibu 90265	
Telephone (310) 456-1747 Fax (310) 456-3977	
(Initials) (date) ACKNOWLEDGMENT OF RECEIPT: Buyer, or the person authorized in paragraph 28, acknowledge	es receipt of signed acceptance on
Page 6 of 8 Pages.	
This form is available for use by the entire real estate industry. The use of this form is not intended to Identify the user as a REALTOR®, REALTOR® is a registered collective membership mark which	

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Tract 45168 **Property Address**

- (4) SELLER'S RESPONSE TO BUYER'S DISAPPROVALS (Applies to both active and passive method): Seller shell have 5 (or 🖵) days from receipt of Buyer's written notice of items reasonably disapproved to respond in writing. It Setter refuses or is unable to repair or correct any) days Items reasonably disapproved by Buyer, or does not respond within the strict time period specified, Buyer shall have 3 (or []___ after receipt of Seller's response, or after expiration of the time for Seller to respond, whichever occurs first, to cancel this Agreement in writing.
- C. CANCELLATION OF SALE/ESCROW; RETURN OF DEPOSITS: If Buyer or Seller gives written NOTICE OF CANCELLATION pursuant to rights duty exercised under paragraphs 1, 2, 5, 7, 8, 10, 11, 12, and 13, the deposits, less costs and fees as applicable, shall be returned to Buyer, In the event of cancellation, Buyer and Seller must sign mutual instructions to cancel the sale and escrow and release deposits. Fees and costs may be phyable to service providers and vendors for services and products provided during escrow.
- 16. TAX WITHHOLDING:
 - A. Under the Foreign Investment in Real Property Tax Act (FIRPTA), IRC \$1445, every Buyer must, unless an exemption applies, deduct and withhold 10% of the gross sales price from Seller's proceeds and send it to the internal Revenue Service, if the Seller is a "toreign person" under that statute.
 - B. Under California Revenue and Taxation Code §18682, every Buyer must, unless an exemption applies, deduct and withhold 3 1/2 % of the gross seles price from Selier's proceeds and sand it to the Franchise Tax Board, if Selier has a last known address outside of California or il Selier's proceeds are to be paid to Seller's financial Intermediary.
 - C. Penalties may be imposed on a responsible party for non-compliance with the requirements of these statutes and related regulations. Seller and Buver scree to execute and deliver any instrument, atfidavit, statement, or instruction reasonably necessary to carry out these requirements, and to the withholding of tax under those statutes, if required. (Seller's Affidavit of Non-foreign Status and/or California Residency (C.A.R. Form AS-14), or Buyer's Alfidavit (C.A.R. Form AB-11), If applicable, shall satisfy these requirements.)
- 17. MEDIATION OF DISPUTES: Buyer and Seller agree to mediate any dispute or claim arising between them out of this contract, or any resulting transaction, before resorting to arbitration or court action. Mediation fees, if any, shell be divided equally among the parties involved. In addition, Buyer and Selier agree to mediate disputes or claims involving either or both Brokers, consistent with this provision, provided either or both Brokers shall have agreed in writing to such mediation prior to or within a reasonable time after the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation shall not result in Brokers being deemed parties to the purchase and sale Agreement. IF ANY PARTY COMMENCES AN ARBITRATION OR COURT ACTION BASED ON A DISPUTE OR CLAIM TO WHICH THIS PARAGRAPH APPLIES WITHOUT FIRST AFTEMPTING TO RESOLVE THE MATTER THROUGH MEDIATION, THEN IN THE DISCRETION OF THE ARBITRATOR(S) OR JUDGE, THAT PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEY'S FEES, EVEN IF THEY WOULD OTHERWISE BE AVAILABLE TO THAT PARTY IN ANY SUCH ARBITRATION OR COURT ACTION. This mediation provision applies whether or not the Arbitration of Dispute's provision is initialed. Exclusions are fisted in paragraph 19.
- 18. ARBITRATION OF DISPUTES: (If initiated by Buyer and Seller:) Buyer and Seller agree that any dispute or claim in taw or equity arising between them out of this contract or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. In addition, Buyer and Seller agree to arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed in writing to such arbitration prior to or within a reasonable time after the dispute or claim is presented to Brokers. Any election by either or both Brokers to perticipate in arbitration shall not result in Brokers being desmed parties to the purchase and sale Agreement. The arbitration shall be conducted in accordance with Part III. Title 9 of the California Code of Civil Procedure, Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure \$1283.05. Exclusions are listed in paragraph 19.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL, BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS **ARBITRATION PROVISION IS VOLUNTARY."**

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION." Seller's Initials Buyer's Initials JSC

19. EXCLUSIONS FROM MEDIATION AND ARBITRATION: The following matters are excluded from mediation and arbitration hereunder: (s) A judicial or non-judicial lorpološure or other action or proceeding to enforce a deed of trust, mortgege, or installment land sale contract as defined in Civil Code \$2965; (b) An unlawful detainer action; (c) The filing or enforcement of a mechanic's iten; (d) Any matter which is within the jurisdiction of a probate, bankruptcy or small claims court; and, (e) An action for bodily injury or wrongful death, or for latent or patent detects to which Code of Chill Procedure \$337.1 or \$337.15 applies. The filling of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the Mediation of Disputes and Arbitration of Disputes provisions.

20. LIQUIDATED DAMAGES; (If initialed by all parties:) 584

Buyer's Initials

Seller's Initials

Buyer and Seller agree that if Buyer fails to complete this purchase by reason of any default of Buyer: A. Seller shall be released from the obligation to sell the Property to Buyer.

- B. Selier shall retain, as liquidated damages for breach of contract, the total deposit(s) actually paid.
- C. In the event of a dispute, funds deposited in trust accounts or escrow are not released automatically and require mutual, signed release instructions from both Buyer and Seller, judicial decision, or arbitration award.

21. OTHER TERMS AND CONDITIONS: Buyer is aware of agreement with the Monte Nido Homeou Association and will abide by the agreement and cooperate with the

On	May	8th	1997	Seller	w111	make	ava:	ilable	to t	he pro	spective	buyers	
C	ompl	ete	Due	Diligend	e pa	kage	for	their	revi	ew and	approva	1 prior	to

22. ATTORNEY'S FEES: In any action, proceeding or arbitration between Buyer and Saller arbing out of this Agreement, the prevailing Buyer or Saller shall be entitled to reasonable attorney's fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 17.

> 8 Pages. Buyer and Seller acknowledge raceipi of copy of this page, which constitutes Page 5 of Buyer's Inillals () () Seller's Initials

> > OFFICE USE ONLY wed by Broker or Deslance

Jun Dynglas Real Estate Services Group, Inc.	or Buyer, May b' used for Multiple Counter Offer.)
An indexester by Barrel and Paral And East Balances Energy of Balances of Paral Association in a second sec	SOCIATION DE RELESSION STANDARD FORM
This is a counter offer to the: 🖾 Offer, 🗋 Counter Offer, 🗋 Other	, dated 5-1-97.
regarding (property address): Vacant Land APN #4456-012-025.026	027.028.029.030.031/Tract 45168
between West Pointe Homes, Inc. (WPH) , "Buyer," and .	Saddlepeak Associates, "Seller,"
I. TERMS: The terms and conditions of the above referenced document are a	
A. Paragraphs in the purchase contract (offer) which require initials by a	li parties, but are not initialed by all parties, are excluded from
the final agreement unless specifically referenced for inclusion in j	
B. Unless otherwise specified in writing, down payment and loan amount	
c. Seller will supply to Buyer a Preliminary Title	
for Buyer's review and approval prior to the op D. Escrow shall be opened with no contingencies an	d with all approv fear at the sole
expense of the Buyer.	W.RAM.RAA. WOLLYR AND HE AM UXAN
E. Escrow can remain open for up to one year with	the following terms and conditions. Upon
opening escrow Buyer shall pay to Seller throug	
executed Liquidated Damages clause. For each a	nd every month of extension (up to one yea
from the opening of escrow) Buyer shall pay to	
of \$7000 per month which shall be accompanied h	
Clause. Such payments are to be immediately re	
shall not apply towards the purchase price. Fe	illure to make such payment in advance
will automatically terminate the eacrow	and another adult the County and
F. Buyer and Seller are aware that Completion Bong	
Water District. Seller agrees to keep such Bon	
At close of escrow Buyer shall assume all Bonds	
G. Seller will not sign finalized signature on this	s contract in #/ below until Buyer
delivers notification to Seller of satisfaction open escrow with all contingencies removed. Bu	or due diligence and commitment to
Seller that he is prepared to open escrow with	no contingencies unless prior to
that date, Seller notifies Buyer of his final a	acceptance of another Buyer's contract.
Buyer is aware there are Multiple Offers on th	s property with other prospective
Buyer(s). Time is of the essence. Seller will.	
in writing, of selection of another purchaser	within 5 days of same.
D. The following attached supplements are incorporated in this Cou	
Multiple CounterOffer Addendum	0
2. Sty(II Checked:) MULTIPLE COUNTER OFFER: Seller is making a Coun	ter Offer(s) to another prospective buyer(s) on terms which may
may not be the same as in this Counter Offer. Acceptance of this Counter Of	
re-signed by Seller in paragraph 7 below and returned to Buyer or Buyer's a	
shall have no duties or obligations for the purchase or sale of the Property	
3. RIGHT TO ACCEPT OTHER OFFERS: Seller reserves the right to continue	
any other offer at any time prior to communication of acceptance, as describe	
acceptance and communication of acceptance of this Counter Offer shall	
4. EXPIRATION: Unless acceptance of this Counter Offer is signed by the perso	
a signed copy in person, by mail, or by facsimile which is person	
a eighte copy in percent of many or of intention in percent	, by 5:00 PM on the third calendar day after this Counter Offe
written (or, if checked, XX date: May 8, 1997 , Ime 5;	00 ANU/PM), this Counter Offer shall be deemed revoked and 1
deposit shall be returned to Buyer. This Counter Offer mey be executed in	counterparts.
As the person(s) making this Counter Offer on the terms above, rece	pictula copy is acknowledged.
	Date: 5-1-97 Time: AM/
	Date: Time: AM/
5. ACCEPTANCE: I/WE accept the above Counter Offer (If checked; St	BJECT TO THE ATTACHED COUNTER OFFER) and acknowled
recetphpt a copy.	
	5-5-92
(James Stacsman	Dete: 5-5-97 Time: AM/
7	
	Date: Time: AM/
	A1.1.1 A1.8/

- 5. ACKNOWLEDGMENT OF RECEIPT: Receipt of signed acceptance on (date) _ AM/Pł ., al " _) (Inilial by the maker of the Counter Offer, or other person designated in paragraph 4, is acknowledged. 6 1
- MULTIPLE COUNTER OFFER SIGNATURE LINE: (Paragraph 7 applies only if paragraph 2 is checked.) By signing below, Seller accept: 7. this Multiple Counter Oller, and creates a binding contract. (NOTE TO SELLER: Do NOT sign in this paragraph until after Buyer signs the acceptance in paragraph 5, and returns to Seller for re-signing.)

	Date:	Time: AM/PM
	Date:	Time: AM/PA

THIS STANDARDIZED DOCUMENT HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.) IN FORM ONLY. NO REPRESENTATION IS MADE AS TO T APPROVAL OF THE FORM OF ANY SUPPLEMENTS NOT CURRENTLY PUBLISHED BY C.A.R. OR THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION, IN ANY SPECI TRANSACTION. IT SHOULD NOT BE USED WITH EXTENSIVE RIDERS OR ADDITIONS.

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15

BARBARA APPLICATION NO. 4-95-035 ACTION DATE INTIALS COMMENTS 2-17-95 APPLICATION RECEIVED 30th DAY 49th DAY 4/24 AMOUNT Sals 42 180th DAY ENVELOPES RECEIVED INCOMPLETE_ PROPERTY LIST RECEIVED ADD'L INFO. REC .: Sp. Conditions! LOCATION CARD DLansscape 36/45 2) Geologic Recon APPLICATION FILED 3) wild Grewanger R APPLICANT NOTIFIED 3-31-95 4) Fut. Inpidements, MEARING NOTICE MAILED 3-29-95 I) alor vel XR 413-95 Card Mot COMMISSION ACTION 9R 59-95 N.O.I. MAILED PERMIT MAILED SIGNED PERMIT REC'D a.M. 3-13-95 DEC. OF POSTING REC'D ifies that the material r ine. a trie criter of v o r. ... in file with the Criter of v o a custody of si custody of si tries r th CONST. COMMENCEMENT NUTICE RECEIVED EXT./AMEND. NOTICE MAILED De: 10/13/20 EXT. / AMEND. MAILED TO APPLT./AGENT/LOCAL GOVT 16

ACTION	DATE	INITIALS	COMMENTS
APPLICATION RECEIVED	3/25/07	DP	30 th DAY
FEE RECEIVED			49 th DAY 180 th DAY
ÉNVELOPES RECEIVED			INCOMPLETE ADD'L INFO. REC.:
LOCATION CARD	V		
APPLICATION FILED	4/22/07	JP	
APPLICANT NOTIFIED	TI	L	
HEARING NOTICE MAILED	5/9/9-7	DP	Reliager
COMMISSION ACTION	*****************	firs certifies in our is a	HUR HIL CONVERT
N.O.I. MAILED		Lenophie de la	in custour of s
PERMIT MAILED		o,s Thie	1 CCN
SIGNED PERMIT REC'D		Date	1. 1.51-
DEC. OF POSTING REC'D	4 30-9-7	DP	
CONST. COMMENCEMENT NOTICE RECEIVED			
EXT./AMEND NOTICE MAILED			
EXT AMEND. MAILED TO	5/22/97	Q12	

-95-035-EI

4-95-035-E2 APPLICATION NO: ACTION DATE INITIALS 9-3-98 APPLICATION RECV'D 91 AMOUNT: 2000 ENVELOPES RECV'D 2ND REQUEST DATE PROPERTY LIST 1 LOCATION CARD APPLICATION FILED 30TH 49TH -98 180TH 91 DAY DAY DAY EMERGENCY INFO NEEDED BY: INCOMPLETE WAIVER REGULAR DEMINIMUS EFFECT SENT STATUS LETTER & POSTING NOTICE SENT 9r 9x HEARING NOTICE & STAFF REPORT SENT 9R EXTENSION/AMENDMENT 98 **REQUEST NOTICE** COMMISSION ACTION N.O.L. MAILED LEGAL(D. BOVE) CONDITION COMPLIANCE: DATE MET: LIST SPECIAL CONDITON #(CONT'D) LIST SPECIAL CONDITION # 11.11.11.1 Si 1.17 PERMIT MAILED 2208 AR PLANS SENT TO LOC. GOV. NZS SIGNED PERMIT RECV'D 1., 101 1145 EXTENSION/AMENDMENT MAILED TO APP/AGENT LOCAL GOVERNMENT FILE RETURNED

18

FILE WITHDRAWN

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APPLICATION NO: 4-95	DATE	INITIALS			
APPLICATION RECY'D	7-10.98	ST.		**************************************	
FEE RECV'D 2000	V	L			and the second
ENVELOPES RECV'D PROPERTY LIST			2ND REQU	EST DATE	
LOCATION CARD	7-15-98	SR			
APPLICATION FILED			30TH DAY	49TH DAY	180TH DAY
EMERGENCY					
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DEMINIMUS					
EFFECT SENT				a 11 1 1 2 0	
STATUS LETTER & POSTING NOTICE SENT					
HEARING NOTICE & STAFF REPORT SENT				. Jul 1 1	é . le.
EXTENSION/AMENDMENT REQUEST NOTICE				: SSI	
COMMISSION ACTION			-	- : 1- /1-	31:3
N.O.I. MAILED LEGAL(D. BOVE)					
CONDITION COMPLIANCE: LIST SPECIAL CONDITION #	DATE MET:		L	IST SPECIAL CONL	DITON #(CONT'D)
Asian		and the second			
PERMIT MAILED	8-3-98	MR.			
PLANS SENT TO LOC. GOV.					
SIGNED PERMIT RECV'D					
EXTENSION/AMENDMENT MAILED TO APP/AGENT LOCAL GOVERNMENT					
FILE RETURNED					
FILE WITHDRAWN		and the second			

	R. ANTAN		
APPLI CATION NO:	-95-035-	AL	
ACTION	DATE	INITIALS	
APPLICATION RECV'D	7/29/04	BR	
FEE RECY'D AMOUNT:			
ENVELOPES RECV'D PROPERTY LIST			
LOCATION CARD		V	1
APPLICATION FILED			30TH 49TH HSOTH DAY DAY DAY)
INCOMPLETE	4		INFO NEEDED BY: (DATE)
STATUS LETTER & POSTING NOTICE SENT	69-05	AR	fixed oref 14
HEARING NOTICE &	10-7-05	DR	· · · · · · · · · · · · · · · · · · ·
COMMISSION ACTION	U 1 C C	0	1.2200
N.O.I. MAILED			U uu
CONDITION COMPLIANCE: LIST SPECIAL CONDITION #	DATE MET:		LIST SPECIAL CONDITION #
			This partities that the material receipe i is a true and conact city o minimum city in custody of sin Commission city in custody of sin
amendm	mt		Tille Stat Center And Date: 10/123
PERMIT MAILED	7-24-05	AR	
PLANS SENT TO LOC. GOV.	7-26-05	XX	LA Countrat
SIGNED PERMIT RECV'D			
EXTENSION/AMENDMENT NOTICE MAILED			
EXTENSION			

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2510 Main Street Suite 210

Santa Monica California 90405

(310) 314–1755 FAX (310) 314–1760

Via UPS 2nd Day Air

March 24, 1997

Barbara Carey Coastal Program Analyst California Coastal Commission 89 South California St., 2nd Floor Ventura, CA 93001

5 1997

SOUTH CENTRAL COAST DISTRICT

Re: Monte Nido Permit # 4-95-035

Dear Barbara:

Enclosed is the Application for Extension of the above referenced permit together with the following information required in Section II:

- 3a Copy of deed for this property evidencing our ownership
- 3b Copy of Coastal Development Permit showing the permit has not expired
- 3c N/A
- 3d List of names, addresses and stamped, addressed envelopes for property owners within 100 feet of the project site

We have enclosed the extension filing fee of \$200 on check number 13728.

Please let me know if you need additional information.

Sincerely,

Bruce D. Phillips

President

4-95-035-E1			IMPORTANT DATES
Project Name:	· · · · · · · · · · · · · · · · · · ·	F B 1	Received: <u>3/25/97</u> Filed:
Applicant(s): Saddle Peak & Assoc. Agent(s):		Fees Paid: \$200	49thDay: 90thDay: 120thDay: 180thDay: 270thDay:
			zrouibay.
Project 25755 Piuma Road, Malibu (Los Ang Location:	geles County)		<u>APN(s):</u>
Project TIME EXTENSION ON A PREVIOUS Description: seperate covered parking, pool, & se		story SFR with	
PERMIT CHIEF			
Confirm info above C Calendar type: <u>Extension</u> OR Analyst assigned:	Exempt/NPR U Waiver 13250(c) Waiver 13253(c)	Please prepar	e Exemption/NPR Letter e Waiver Notice
Notes/Comments to Analyst: OK 70 EK 76	Waiver DM		e Waiver Effectiveness
ANALYST This application is: Complete Inc File date: Tentative hearing month:	complete>	\	ce to applicant because:
Is project located between Types The The	on't know	7	
first public road and sea?	Please	use database to create , use draft blurb langu	e draft blurb for review. age below.
CCC: 4-95-035		, <u>-</u> <u>-</u> <u>-</u>	
Check any of the following:			
 Prior-To-Issuance conditions recommended f A 49-day walver was granted by the permit ap Legal review is recommended. 	-		
Comments to be entered into database:			
CCC ACTIONS	FOLLOW-UP		
	NOI sent:/_/_ Permit sent:/_/	NOI returned si Permit returned	
	Were all Prior-To-Issuan Permit expiration date:	ce (PTI) conditions me	

STATE OF CALIFORNIA-THE RESOURCES AGENCY

PETE WILSON, Governor

CALIFORNIA COASTAL COMMISSION

SOUTH CENTRAL COAST AREA 89 SOUTH CALIFORNIA ST., SUITE 200 VENTURA, CA 93001 (805) 641-0142

COASTAL DEVELOPMENT PERMIT EXTENSION REQUEST

DECLARATION OF POSTING

Date: April 22, 1997

CUASTAL COMMUNICAST UN

APR 30 1997

Re: Extension Request No.4-95-035-E1

Enclosed please find a Notice of Extension Request. You should post the Notice of Extension Request on the project site in a conspicuous place, easily seen by the public and as close as possible to the site of the proposed development. The Notice must remain posted for at least two weeks. A copy of this Notice is being sent to all those who expressed an interest in this permit when it was before the Coastal Commission. Title 14, California Code of Regulations, section 13169(a)(1).

You should then sign this form, the Declaration of Posting, and return it to this office. This Declaration serves as proof that the site was posted as required by regulation.

The Executive Director of the Commission has determined that there are no changed circumstances relating to this permit since it was granted and that an extension should be granted. If no person objects to the extension within 10 working days following the posting of the enclosed Notice, you will be sent the requested extension.

If you have any questions concerning this procedure, please do not hesitate to write or call.

DECLARATION OF POSTING:

I hereby certify that I have posted the Notice of Extension Request for Permit #4-95-035 on the project site in a conspicuous place, easily seen by the public and as close as possible to the site of the proposed development, as required by Title 14, California Code of Regulations, section 13169(a)(1).

SABDLE PEAK ASSOCIATED BY SAN DIEGO LAND THE MENT tor MAPLE TREE IAK Applicant/Permit Holder or Authorized Agent Dáte

D2: 1/92

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CALIFORNIA COASTAL COMMISSION SOUTH CENTRAL COAST AREA 89 SOUTH CALIFORNIA ST., SUITE 200 VENTURA, CA 93001 (805) 641-0142

COASTAL DEVELOPMENT PERMIT EXTENSION

Date: May 22, 1997

Re: Extension Request for Permit No. 4-95-035-E1

Original Permit Expiration Date: April 13, 1997

Extended Permit Expiration Date: April 13, 1998

Dear Saddle Peak and Associates

The Executive Director has determined that there are no changed circumstances affecting the conformity of the subject development with the California Coastal Act. No objections to this determination have been received at the Commission office. Therefore, the Executive Director grants an extension of the subject permit, subject to the same conditions approved by the Commission, to expire on the Extended Permit Expiration Date indicated above.

> PETER M. DOUGLAS Executive Director

By: John Ainsworth Title: Coastal Program Analyst

D5: 4/88 3891C/JA/dp STATE OF CALIFORNIA THE RESOURCES AGENCY

E.2

CALIFORNIA COASTAL COMMISSION SOUTH CENTRAL COAST AREA 89 SOUTH CALIFORNIA ST., 2ND FLOOR VENTURA, CA 93001 APPLICATION FOR EXTENSION OF PERMIT NO (805) 441-0142

APR 0.3 1998

PETE WILSON, Gen

NOTE TO APPLICANTS:

1. Filing. Application for extension of a permit for a period not to exceed one year where construction is not expected to commence prior to the ASTAL COMM. expiration date of the permit may be made by submitting this form compared ted CENTRAL COAST DIS. and signed, together with the applicable filing fee, to the Commission Area Office. Such applications will not be accepted more than 90 days prior to the expiration date of the permit.

Extensions must be applied for prior to the expiration date of the permit, but filing of an application for extension will automatically extend the expiration date of the permit until the final action of the Commission on the request. Construction may not be commenced during this period of automatic extension. 14 Cal. Admin. Code Section 13169(a)(2).

Procedures. The Commission regulations require the Executive 2. Director to follow the following procedures (Cal. Admin. Code Title 14, Section 13169): If the Executive Director determines that there are no changed circumstances that may affect the consistency of the proposed development with the Coastal Act of 1976, notice of such determination shall be posted at the project site and mailed to all parties who may be interested in the application. The necessary forms are available from the Area office. If no written objection is received at the Area office within 10 working days of publishing notice, the determination of no changed circumstances is conclusive and the extension will be granted. If the Executive Director determines that due to changed circumstances the proposed development may not be consistent with the Coastal Act, or if objection is made to the determination of consistency, a report shall be made to the Commission. If three Commissioners object to the extension, the application shall be set for a full hearing as though it were a new application.

SECTION 1. APPLICANT

Λ.

1. Name, address and telephone number of applicant: WEST POINTE NOMES THE (ALABASAS 9130/ ADS) 370-00 desno.W.

HEOURA

Name, address and telephone number of applicant's representative, if 2. any:

(710)

(Area Code) (Telephone No.

		()	
	(Z1p)	(Area Code)	(Telephone No.)
TO BE COMPLETED BY COMMISSION:			
Date Received:	Apt	lication Fee	: \$
Date Filed:	Dat	te Paid:	
D1: 4/88			

SECTION II. INFORMATION REQUIRED

5-1

- 1. Date of issuance and number of permit: 522-97 4-95-035-81
- 2. Is this a land division?
- <u>Attachments</u>. The following documents must be enclosed with this application form completed to ensure prompt processing of your application:

a. Documentation evidencing permit holder's continued legal interest in the property.

b. Copy of original permit showing that it has not expired.

c. Documentation of completed or proposed satisfaction of permit conditions, if any.

d. List of names and addresses for all known interested parties and property owners/tenants within 100 feet of project site, plus one stamped, addressed envelope for each person on the list.

SECTION III. FILING FEE

This application will not be deemed filed until payment of a filing fee of \$200.00 for single-family houses and \$400.00 for all other developments. 14 Cal. Admin. Code 13169(a).

SECTION IV. CERTIFICATION

1. I hereby certify that I or my authorized representative will complete and post the "Notice of Extension Request" form furnished me by the Commission in a conspicuous place on the development property upon receipt of said notice from the Commission.

2. I hereby certify that to the best of my knowledge, the information in this application and all attached exhibits is full, complete, and correct, and I understand that any failure to provide information requested or any misstatement in the information submitted in support of the application may be grounds for either non-acceptance of the application, for denying the application for extension, or for the seeking of such other and further relief as may seem proper to the Commission.

Signature of Applicant(s) or Agent

NOTE: If signed by Agent, Applicant must sign below.

SECTION V. AUTHORIZATION OF AGENT

I hereby authorize _________ to act as my (our) representative and bind me (us) in all matters concerning this application.

26

Signature of Applicant(s)

So. Central Cast District	
Permit Application Fee Receipt 4-45-035-E	
Application No. 4415-034-62	
4298	
PAYOR:	
West Pointe Homes, Inc.	• /
26500 W. Hapura K.a.	•
Calabrisas, CA 913027818,991-3024 City ZIP, Telephone	
APPLICANT (if other than Payor):	
Name SAMP	
Address	
City ZIP Telephone	٨
TYPE OF PERMIT: FORM OF PAYMENT:	
Regular Cash	
\square Administrative \square Check 1424	
Emergency Other	
Amendment/Extension	
Permit fee \$ 800°-	
CCC-20 (10-88) 0971	•
ORIGINAL—Payor DUP—Accounting TRIP—District OSP 96 88222	

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4-95-035-E2				IMPORTANT DATES Received: 4/3/98
Project Name:			s Paid: \$0	Filed:
Applicant(s): West Pointe Homes, Inc.		rev	2000 2000	49thDay: 90thDay: 120thDay:
Agent(s):		A-	ends.	180thDay: 270thDay:
Project 25755 Piuma Road, Malibu (Los Angeles	s County)	I.	trans.	fer APN(s):
Project TIME EXTENSION ON A PREVIOUSLY Description: 4,520 sq. ft. 35 ft. high from existing grad parking spaces, pool, septic system and	de single family	residence with	3 covered	
PERMIT CHIEF				
Confirm info above	Exempt/N	/		······································
Calendar type: Extension OR	Waiver 13			Exemption/NPR Letter
Analyst assigned:	Waiver 13		Please prepare	Waiver Notice Waiver Effectiveness
Notes/Comments to Analyst: OK 70 E	X 762	10		
ANALYST	/	CLERICAL		
This application is: Complete Incom	plete] Please send l	ncomplete Notice	to applicant because:
File date:		-		
Fentative hearing month:				
s project located between Yes No Don't l	know	BLURB		
Check any of the following: Related permits? Prior-To-Issuance CCC: 4-95-035 conditions recommended CCC: 4-95-035-E1 for this permit. A 49-day waiver was granted by the permit applicant. Legal review is		-	tabase to create (raft blurb languag	draft blurb for review. ge below.
recommended. Comments to be paid for (4) permits with one check, #1 entered into Receipt 971 SEE 4-95-034E2,35,36,3 database:				
CCC ACTIONS	FOLLOW	V-UP		
	NOI sent:		NOI returned sig	ned: / /
	Permit sent: _	and a second sec	Permit returned s	and party and a second
) conditions met?	Yes No
	Permit expirati	on date:/		

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SOUTH CENTRAL COAST AREA 89 SOUTH CALIFORNIA STREET, SUITE 200 VENTURA, CA 93001 (805) 641-0142



PETE WILSON Governor

DATE: May 1, 1998

West Pointe Homes, Inc. 26500 W. Agoura Rd. Calabasas, CA 91301

RE: Application No. 4-95-035-E2

Dear Coastal permit applicant:

Your Coastal Commission application was filed on May 1, 1998, and has been scheduled tentatively for a Commission hearing on Friday, May 15, 1998 in Sacramento. This tentative scheduling information is being provided for your convenience and is subject to change. Written notification of final scheduling of the hearing, along with a copy of the staff report, will be mailed to you approximately 10 days prior to the hearing.

If you have any questions regarding your application, please contact me at the address and phone number listed above.

Sincerely.

reles

SUSAN MONTOYA Office Technician

PETE WILSON, Governor

CALIFORNIA COASTAL COMMISSION

SOUTH CENTRAL COAST AREA 89 SOUTH CALIFORNIA STREET, SUITE 200 VENTURA, CA 93001 (805) 641-0142

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May 1, 1998

NOTICE OF EXTENSION REQUEST FOR COASTAL DEVELOPMENT PERMIT

Notice is hereby given that: **West Pointe Homes, Inc.** has applied for a one year extension of Permit No **4-95-035-E2** granted by the California Coastal Commission on: April 13, 1995

for TIME EXTENSION ON A PREVIOUSLY APPROVED CDP for construction of a 4,520 sq. ft. 35 ft. hlgh from existing grade single family residence with 3 covered parking spaces, pool, septic system and 2,100 cu. yds. of grading (200 cu. yds. cut and 1,900 cu. yds. fill).

at 25755 Piuma Road, Malibu (Los Angeles County)

Pursuant to Section 13169 of the Commission Regulations the Executive Director has determined that there are no changed circumstances affecting the proposed development's consistency with the Coastal Act. The Commission Regulations state that "if no objection is received at the Commission office within ten (10) working days of publishing notice, this determination of consistency shall be conclusive. . . and the Executive Director shall issue the extension." If an objection is received, the extension application shall be reported to the Commission for possible hearing.

Persons wishing to object or having questions concerning this extension application should contact the district office of the Commission at the above address or phone number.

Sincerely, PETER M. DOUGLAS Executive Director

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By: JOHN AINSWORTH Regulatory Supervisor STATE OF CALIFORNIA-THE RESOURCES AGENCY

F-2

PETE WILSON, Governor

CALIFORNIA COASTAL COMMISSION SOUTH CENTRAL COAST AREA 89 SOUTH CALIFORNIA ST., SUITE 200 VENTURA, CA 93001 (805) 641-0142



COASTAL DEVELOPMENT PERMIT EXTENSION

Date: May 21, 1998

Re: Extension Request for Permit No. 4-95-035-E2

Original Permit Expiration Date: April 13, 1997

Extended Permit Expiration Date: April 13, 1999

Dear: West Point Homes Inc.,

The Executive Director has determined that there are no changed circumstances affecting the conformity of the subject development with the California Coastal Act. No objections to this determination have been received at the Commission office. Therefore, the Executive Director grants an extension of the subject permit, subject to the same conditions approved by the Commission, to expire on the Extended Permit Expiration Date indicated above.

> PETER M. DOUGLAS Executive Director

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By: John Ainsworth Title: Regulatory Supervisor

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CALIFORNIA COASTAL COMMISSION
So. Central Coast District 495-035-TI
Permit Application Fee Receipt 5-91-131-T1
Application No. 495-034-TI
Date Received 7-10-98
PAYOR:
West Pointe Homes, Inc.
Name 26500 W. Agoura Rd. Ste #652
Calabasas, 91302, 805, 370-0075
City ^t ZIP Telephone
APPLICANT (if other than Payor):
Name
SAME
Address ()
City ZIP Telephone
TYPE OF PERMIT: FORM OF PAYMENT:
Regular Cash
Administrative Administrative
Emergency Other
Amendment/Extension
Transfer Permit fee \$ 1,000.00
N
Received by
1405
CCC-20 (10-88) 1485
ORIGINALPayor DUP-Accounting TRIP-District OSP 96 88222

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E-2

S P LAND INC		FLEEMAN, PHILIP J & GERAL	DINE F
24402 MALIBU RD		465 COLD CANYON RD	- INE E
MALIBU CA	90265	CALABASAS CA	91302
			-1302
		Signed Hoa go	reemen
RING, JAMES H & RAINA J		HARDIE, GLENN & SUSAN	
469 COLD CANYON RD		471 COLD CANYON RD	
CALABASAS CA	91302	CALABASAS CA	91302
BRENNER, DAVID		HARCZO, EDWARD & JOYCE	
475 COLD CANYON RD		479 COLD CANYON RD	
CALABASAS CA	91302	CALABASAS CA	91302
CMTTH WITTING T TTT C	ADEN C	ADDONGON OUNDIES I CO. TO	
SMITH, WILLIAM J III & M PO BOX 516	AREN S	ABRONSON, CHARLES J CO-TR 543 COLD CANYON RD	
MALIBU CA	90265	CALABASAS CA	01200
HALLEO CA	90203	CALIADADAD CA	91302
KING, CARROLL V & JANE M	I TRS	MCGUIRE, TOM	
546 COLD CANYON RD	01000	801 MALIBU MEADOWS DR	
CALABASAS CA	91302	CALABASAS CA	91302
	a		 Setting and the set of the set
MEHNER, MARK & LISA		ALBRACHT, JAMES A & BETTY	L
25750 VISTA VERDE DR		820 MALIBU MEADOWS DR	
CALABASAS CA	91302	CALABASAS CA	91302
		· · · ·	
WOODFILL, THOMAS R & JAN	IET TRS	REIMAN, THOMAS & DOROTHY	
854 MALIBU MEADOWS DR 1		25768 PIUMA RD	
CALABASAS CA	91302	CALABASAS CA	91302
			4 s. Antoining and
LANDEE, DONN	•	ROGERS, JACK W TR	
25820 PIUMA RD		2834 PIUMA RD	
CALABASAS CA	91302	CALABASAS CA	91302
NECT DOTIME HOMES THO		ABRONSON CHARLES J CO TR	
WEST POINTE HOMES INC 26500 W AGOURA RD 652		543 COLD CANYON RD	
CALABASAS CA	91302	CALABASAS CA	91302
WA ANNA ANGANGANG WER			
10 Desisted the			· · · · · · · · ·

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*****AUTOCR**R001 WOLF, STEPHEN M & LYNN M 481 COLD CANYON RD CALABASAS CA 91302-2204

*****AUTOCR**R001

S P LAND INC 419 COLD CANYON RD CALABASAS CA 91302-2204

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STATE OF CALIFORNIA-THE RESOURCES AGENCY

Lot 6

CALIFORNIA COASTAL COMMISSION: SOUTH CENTRAL COAST AREA #7 SOUTH CALIFORNIA ST., 2ND FLOOR VENTURA, CA 93001 (805) 641-0142

REQUEST TO ASSIGN PERMIT AND AFFIDAVIT OF ASSIGNEE

SECTION I.

1. Name, address, and telephone number of applicant-permit holder:

Saddle Peak & Associates

2510 Main St., #210, Santa Monica 90405 (310) 314-7755 (zip) (area code)

2. Date of issuance and permit number:

5/8/98 4-95-035

3. Location and description of development permitted:

2571 25741 W. Piuma Rd

Calabasas, CA 91302

4. Conditions imposed upon the permit, if any:

See Attached

5. Name and address of assignee:

West Pointe Homes

26500 W. agoura Rd., Calabasas 91302 (809 370-0075 (zip) (area code)

(OVER)

JUL 1 0 1998

Date Received

OFFICE USE ONLY:

Fee S

A15: 4/88

CALIFORNIA COASTAL COMMISSION SOUTH CENTRAL COAST DISTRICT

SECTION 11.

Attachments: Pursuant to the Commission's Regulations (Title 14, Div. 5.5, Section 13170, California Administrative Code), this application must be accompanied by a \$200.00 fee and the following documents:

- A copy of any executed doods or other evidence of transfer of logal interest in the real property involved, showing assignee's interest in the property.
- A copy of any executed contracts or other evidence of contractual rights and abligations, showing assignee's logal capacity to undertake the development and to satisfy the conditions required in the permit.
- A copy of the permit showing that it has not expired, and showing all applicable conditions.

AFFLOAVIT OF APPLICANT-PERMIT HOLDER

I hereby request that the above issued permit be assigned to the above-identified assignee and I forther declare that the foregoing is true and correct to the best of my knowledge. CANC PEAR CASSOC.

~ ASSOC SADDLE DEAL to I AND INVERTIMENTS it C SA. INC 177 , it chiele t Helder

AFFIDAVIT OF ASSIGNEE

I have read the contents of the permit (Permit No. _____) attached herete and fully understand its contents including the conditions imposed and I hereby consent to all the conditions and assume all the abligations imposed by this permit.

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TOTAL P.02

Project Name:	Face Paid: 2 1000
ssignee(s): West Pointe Homes	Fees Paid: 20000 SK
ssignee('s) gent(s):	
Project 25755 Piuma Road, Malibu (Los Angeles Cou location:	nty)
Project Construction of a 4520 sq. ft., 35 ft. high from with 3 covered parking spaces, pool, septic sy (200 cu. yds. cut and 1,900 cu. yds. fill).	
PERMIT CHIEF	
Confirm info above	
Calendar type: Assignment	
nalyst assigned:	
lotes/Comments o Analyst:	
OK TO Transform	
ANALYST	CLERICAL
ANALYST	CLERICAL
ANALYST This application is: Complete Incomplete Tile date:	
This application is: Complete Incomplete	
This application is: Complete Incomplete	
This application is: Complete Incomplete File date: S project located between irst public road and sea? Yes MNO Don't know Related permits?	
This application is: Complete Incomplete File date: S project located between irst public road and sea?	Please send Incomplete Notice to applicant becaus
This application is: Complete Incomplete File date: S project located between irst public road and sea? Yes MNO Don't know Related permits?	Please send Incomplete Notice to applicant becaus
This application is: Complete Incomplete File date: S project located between irst public road and sea? Yes MNO Don't know Related permits?	Please send Incomplete Notice to applicant becaus
This application is: Complete Incomplete File date: S project located between irst public road and sea? Yes MNO Don't know Related permits?	Please send Incomplete Notice to applicant becaus
This application is: Complete Incomplete File date: S project located between irst public road and sea? Yes MNO Don't know Related permits?	Please send Incomplete Notice to applicant becaus
This application is: Complete Incomplete File date: Seproject located between Yes No Don't know rest public road and sea? Yes No Don't know Related permits? CCC: 4-95-035	Please send Incomplete Notice to applicant becaus
his application is: □ Complete □ Incomplete ile date: □ Second and and s	Please send Incomplete Notice to applicant becaus CCC ACTIONS
his application is: □ Complete □ Incomplete ile date: □ Second and and s	Please send Incomplete Notice to applicant becaus CCC ACTIONS
This application is: ☐ Complete ☐ Incomplete Tile date: s project located between ☐ Yes ☑ No ☐ Don't know related permits? CCC: 4-95-035 CCC: 4-95-035 CCC: 4-95-035	Please send Incomplete Notice to applicant becaus CCC ACTIONS
This application is: Complete Incomplete File date: Seproject located between Yes No Don't know rest public road and sea? Yes No Don't know Related permits? CCC: 4-95-035	Please send Incomplete Notice to applicant becaus CCC ACTIONS
This application is: ☐ Complete ☐ Incomplete File date: S project located between ☐ Yes ☑ No ☐ Don't know rest public road and sea? ☐ Yes ☑ No ☐ Don't know Related permits? CCC: 4-95-035 CCC: 4-95-035 CCC: 4-95-035	Please send Incomplete Notice to applicant becaus CCC ACTIONS
This application is: ☐ Complete ☐ Incomplete File date: S project located between ☐ Yes ☑ No ☐ Don't know rest public road and sea? ☐ Yes ☑ No ☐ Don't know Related permits? CCC: 4-95-035 CCC: 4-95-035 CCC: 4-95-035	Please send Incomplete Notice to applicant becaus CCC ACTIONS
This application is: ☐ Complete ☐ Incomplete File date: S project located between ☐ Yes ☑ No ☐ Don't know rest public road and sea? ☐ Yes ☑ No ☐ Don't know Related permits? CCC: 4-95-035 CCC: 4-95-035 CCC: 4-95-035	Please send Incomplete Notice to applicant becaus CCC ACTIONS

The service

CALIFORNIA COASTAL COMMISSION

SOUTH CENTRAL COAST AREA 89 SOUTH CALIFORNIA STREET, SUITE 200 VENTURA, CA 93001 (805) 641-0142



August 3, 1998

ASSIGNMENT OF PERMIT

Dear Saddle Peak & Assoc.,

We have received your request to assign to West Pointe Homes Coastal Permt No: 4-95-035

- for Construction of a 4520 sq. ft., 35 ft. high from existing grade single family residence with 3 covered parking spaces, pool, septic system and 2,100 cu. yds. of grading (200 cu. yds. cut and 1,900 cu. yds. fill).
- at 25755 Piuma Road, Malibu (Los Angeles County)

The materials submitted are complete and your application meets the requirements of Section 13170 of the California Administrative Code. Please be advised that the assignment of the above permit is effective immediately.

Sincerely, PETER M. DOUGLAS Executive Director

By: JOHN AINSWORTH Regulatory Supervisor

cc: Assignee

AND WHEN RECORDED MAIL TO:	98- 167715
West Pointe Homes, Inc., 26500 W. Agours Road, #652 Calabases, CA 91302 Atta: James Rassuesen	RECORDED/FILED IN OFFICIAL RECORDS RECORDER'S OFFICE LOS ANGELES COUNTY CALIFORNIA
	FEB 02 1998 AT 8 A.M. FEE \$22
ESCROW NO. PP-08343-TN	TTYLE ORDER NO. 9702593-
THE UNDERSIGNED GRANTOR(S) DECL DOCUMENTARY TRANSFER TA	
[X] computed on full value of p	-tttt
[] computed on full value less [] Unincorporated area [X	
FOR A VALUABLE CONSIDERATION, re	sceipt of which is hereby acknowledged, NEOCOULEU
SADDLE PEAK AND ASSOCIATES, & C	action is hereby acknowledged, 14050050050
hereby GRANT(s) to:	
WEST POINTE HOMES, INC., & Californ	In Corporation ("Grantes") SOUTH-CENTRAL COAST UN
	IN BOOK 1166 PAGE(S) 97, 98 AND 89 OF MAPS, IN THE OF SAID COUNTY (the "Real Property"),
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Order: 00000000123 TOF: RR LA 1998-167715 Page: 1 of 6 PHIL



GEOLABS-WESTLAKE VILLAGE

Foundation and Soils Engineering, Geology 31119 Via Colinas, Suite 502 • Westlake Village, CA 91362 Volce: (818) 889-2562 (805) 495-2197 Fax: (818) 889-2995 (805) 379-2603

a dba of R & R Services Corporation

September 21, 2000 W.O. 8553

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FROCESSING CENTER LAND DEVELOPMENT

0CT 04

West Pointe Homes 26500 West Agoura Road, Suite 652 Calabasas, California 91302

Attention: Mr. Ron Gallagher

SUBJECT: Response to Geologic and Soils Engineering Review Sheets (dated July 11 and 12, 2000, respectively), Tract 45168, Monte Nido, County of Los Angeles, California

Gentlemen:

Presented herein is our response to issues raised by the County of Los Angeles, Department of Public Works, Land Development Division reviewers with respect to our report dated May 2, 2000. Copies of the review sheets (dated July 11 and 12, 2000) are attached in Appendix A for your convenience.

All discussion and testing in conjunction with initial rough grading of the site was reported in the Geolabs-Westlake Village (GWV) report dated October 28, 1998 (revised and reissued December 11,1998). All rough grading at the site subsequent to the December 11, 1998 report will be addressed in this report. Rough grading at the site includes corrective grading of Lot 4 and backfilling of exploratory test pits at the site.

After evaluation of the GWV report dated March 15, 1999, the County of Los Angeles, Department of Public Works, issued geologic and soils engineering review sheets dated March 30, 1999 (provided in Appendix A). The reviewers focused on issues relating to grading, effects of blasting, and sewage disposal systems. A response to these issues was prepared by this office, dated April 14, 1999, and submitted to our client. It is our understanding, based on the absence of this report date on the review sheets list of

"Geology and Soils Engineering Reports dated..." that the report was never submitted to

West Pointe Homes

September 21, 2000 W.O. 8553

the county for review.

More importantly, this report serves to summarize and bring to a close the discussion in regards to the effects of blasting at the site. In the following section, a summary of those discussions is presented. It is our belief that all questions relating to blasting were answered in the GWV report dated May 2, 2000.

2

BLASTING EFFECTS

The following is a brief synopsis of the timeline for the blasting issues at the site. This office was informed blasting occurred on lots 2 and 4 at the site after issuing our final supervised compacted fill and geologic report, dated December 11, 1998. Exploratory test pits were performed on Lots 2 and 4 to evaluate the effects of blasting on the site. Our observations and conclusions were summarized in the GWV report dated March 15, 1999. Upon review of that report, the county issued the aforementioned review sheets dated March 30, 1999. As previously indicated, we do not believe our response dated April 14, 1999 was submitted to the county for review.

Since the completion of the April 14, 1999 our office was informed that blasting occurred on each of the six lots. In a letter dated September 13, 1999, GWV outlined a field program for evaluating the effects the expanded limits of blasting had on the site. Additional field exploration was performed soon after. Those observations and our conclusions were summarized in the GWV report dated May 2, 2000. Simply put, we found no significant impact from the blasting. The blasting neither compromised the integrity of the fill, detracted form slope stability, nor significantly altered the fracture permeability of the bedrock. In preparing the May 2, 2000 report, we hoped to obtain the Geology Sections concurrent with these findings. We feel the opinion of the county geologist will be

GEOLABS - WESTLAKE VILLAGE

41.



GEOLABS-WESTLAKE VILLAGE

Foundation and Soils Engineering, Geology

a dba of R & R Services Corporation

West Pointe Homes 26500 West Agoura Road, Suite 652 Calabasas, California 91302

April 25, 2002 W.O. 8553 PROCESSING CENTER ND DEVELOPMENT DIVISION

Attention: Mr. James Rasmussen

SUBJECT: Constraints to Effluent Disposal System Design, Lots 1-7, Tract 45168, Monte Nido, County of Los Angeles, California

Dear Gentlemen:

In accordance with your request, we have prepared this report regarding proposed private effluent disposal at the subject properties. More specifically, we focus herein on constraints that will govern the location and depth interval allowed for seepage pit placement, including (1) groundwater levels, (2) slope setbacks, (3) fill thickness, and (4) <u>blast effects</u>. Percolation testing is not included in this report. Evaluations for effluent disposal system design for this project have been the subject of controversy. For that reason, we take this opportunity to first address and quantify the above enumerated system constraints. We look for the County's concurrence on the constraints presented herein, which would then be applied when siting seepage pit locations and depth intervals for field testing.

SITE DESCRIPTION AND HISTORY

The subject property is roughly triangular in shape and is bound on the south by Piuma Street, on the east by Woodbluff Road, and on the northwest by Cold Canyon Road (See Site Vicinity Map Plate 1.1 and Design Groundwater Elevation Contour Map Plate 1.2. The property

WEST POINTE HOMES, INC.

M E M O R A N D U M

DATE: January 31, 2005

TO: Jack Ainsworth, California Coastal Commission

FROM: James Rasmussen

RE: Tract 45168, Monte Nido

Enclosed please find the signed permit extensions for Tract 45168, Monte Nido.

Thank you.

26500 West Agoura Road, PMB 652, Calabasas, CA 91302 (805) 370-0075; Fax (805) 370-0165 email: jrasmussen@westpointehomes.com

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FEB 072005 BR

CALIFORNIA COASTAL COMMISSION SOUTH CENTRAL COAST DISTRICT

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Jan-31-05 12:33pm From-

(805) 585-1800

STATE OF CALIFORNIA - THE RESOURCES AGENCY

T-447 P.005/005 F-200

ARNOLD SCHWARZENEGGER, Governor

CALIFORNIA COASTAL COMMISSION SOUTH CENTRAL COAST AREA 89 SOUTH CALIFORNIA ST., SUITE 200 VENTURA, CA 93001

AGREEMENT FOR EXTENSION OF TIME FOR DECISION ON COASTAL DEVELOPMENT PERMIT

Pursuant to Government Code Section 65957, the applicant, or the applicant's representative and Coastal Commission staff hereby agree that the time limits for a decision on permit application <u># 4-95-035-A1</u> established by Government Code Section 65952 shall be extended by <u>90 days</u> (extension request ordinarily to be 90 days, and in no event more than 90 days, from the date of the later of the two signatures below; total period for Commission action not to exceed 270 days).

oplicant Signature

-or-

Authorized Representative Signature

31-2005

Date

John Ainsworth South Central Coast Deputy Director

CCC Staff Signature



CALIFORNIA COASTAL COMMISSION SOUTH CENTRAL COAST DISTRICT



PACIFIC COAST CIVIL, INC.

30141 AGOURA ROAD, SUITE 200 AGOURA HILLS, CA 91301 PHONE: (818) 865-4168 FAX: (818) 865-4198 e-mail: anthony@pacificcoastcivil.com

PCC Ref. No. 05-288

April 6, 2005

To Whom It May Concern:

SUBJECT: TRACT NO. 45168 LOTS 4 AND 7 COUNTY OF LOS ANGELES

This letter is regarding actual grading volume of the above mentioned lots. The earthwork volume is based on the as-built survey and the existing topography.

Lot 4 has 1.120 cy cut and 1,783 cy fill.

Lot 7 has 363 cy cut and 6,776 fill.

Total grading for both lots is 10,042 cu. yds (1,483 cu. yds cut, 8,559 cu. yds. fill)

Sincerely,

Siew H. Ng RCE 46026 Principal



APR 0 8 2005

CALIFORIAL COASTAL COMMISSION SOUTH CENTRAL COLLET DISTRICT

WEST POINTE HOMES, INC.

APR 0 8 2005

CAUFORNIA COASUL COMMISSION OUTH CENTRAL COAST DISTRICT

April 7, 2005

Dear Jack,

Enclosed are the items we discussed in our last meeting to receive final approval from the Coastal Commision.

- 8 copies of the revised landscape plans
- Letter from our engineer with the final grading numbers For Lots 4 and 7.

Thank you for your patience with us.

Sincerely, Pam Pierson

26500 W. Agoura Road, PMB 652, Calabasas, CA 91302 (805) 370-0075; (805) 370-0165 Fax e-mail: info@westpointehomes.com

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****AUTOCR**C005

Jeffrey T Lancaster 25780 Piuma Rd Malibu CA 90265-3063

*****AUTOCR**R001

Hans Bruesselbach 847 Malibu Meadows Dr Calabasas CA 91302-2148

*****AUTOCR**R001

Tom Mcguire 801 Malibu Meadows Dr Calabasas CA 91302-2148

*****AUTOCR**R001

Monte Nido 514 Live Oak Circle Dr Calabasas CA 91302-2139

****AUTOCR**R001 Stephen K & Mary Young 550 Live Oak Circle Dr Calabasas CA 91302-2139

****AUTOCR**R001 Gregory S & Lisa Simon 540 Live Oak Circle Dr Calabasas CA 91302-2139 II.I....II.II.II...I..II.II...II.II.

****AUTOCR**R001 Charles B & Diane Chriss 833 Malibu Meadows Dr Calabasas CA 91302-2148

*****AUTOCR**R001

Jack W Rogers 25834 Piuma Rd Calabasas CA 91302-2153 ||.|....||.||.||.||.||.||.||.||.||

****AUTOCR**R001

Yvonne Licari 25832 Piuma Rd Calabasas CA 91302-2153

*****AUTOCR**R001 Hee Stanley Co Tr

25774 Piuma Rd Calabasas CA 91302-2174 ****AUTOCR**R001 Barry A & Heidrun Stompe 871 Malibu Meadows Dr

Calabasas CA 91302-2148

****AUTOCR**R001 Formica Sebastian M Co Tr 25853 Piuma Rd Calabasas CA 91302-2153

****AUTOCR**R001 Ravinder Jain 536 Live Oak Circle Dr Calabasas CA 91302-2139

****AUTOCR**R001 Patrick & Marian Hogan 25901 Piuma Rd Calabasas CA 91302-2173

****AUTOCR**R001 Wesley B & Helen Miller 551 Live Oak Circle Dr Calabasas CA 91302-2140

*****AUTOCR**R001

Jeffrey Nadrich 548 Live Oak Circle Dr Calabasas CA 91302-2139

****AUTOCR**R001 John & Gila Parish 805 Malibu Meadows Dr Calabasas CA 91302-2148

*****AUTOCR**R001

Donn Landee 25820 Piuma Rd Calabasas CA 91302-2153

****AUTOCR**R001 Thomas & Dorothy Reiman 25768 Piuma Rd Calabasas CA 91302-2174

****AUTOCR**R001 R B & Katherine Allison 25830 Piuma Rd Calabasas CA 91302-2153 ****AUTOCR**R001 Sean N & Victoria Foran 25826 Piuma Rd Calabasas CA 91302-2153

****AUTOCR**R001 Edward & Joyce Harczo 479 Cold Canyon Rd Calabasas CA 91302-2204

****AUTOCR**R001 Stephen M & Lynn Wolf 481 Cold Canyon Rd Calabasas CA 91302-2204

****AUTOCR**R001 S P Land Inc 419 Cold Canyon Rd Calabasas CA 913.02-2204

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*****AUTOCR**R001 Elizabeth R Hill 25786 Piuma Rd Calabasas CA 91302-2174

*****AUTOCR**R001

James H & Raina Ring 469 Cold Canyon Rd Calabasas CA 91302-2204

****AUTOCR**R001

Philip J & Geraldine Fleeman 465 Cold Canyon Rd Calabasas CA 91302-2204

*****AUTOCR**R001

Rick & Iby Rouse 25919 Dark Creek Rd Calabasas CA 91302-2112

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*****AUTOCR**R001

Larry L & Carol Girardi 448 Woodbluff Rd Calabasas CA 91302-2249

****AUTOCR**R001 Scott J & Carol Sokol 560 Cold Canyon Rd Calabasas CA 91302-2205

STATE OF CALIFORNIA - THE RESOURCES AGENCY

CALIFORNIA COASTAL COMMISSION SOUTH CENTRAL COAST AREA

VENTURA, CA 93001 (805 585 - 1800

NOTICE OF PROPOSED PERMIT AMENDMENT

GRAY DAVIS, GOVINIO

- TO: All Interested Parties
- FROM: Peter Douglas, Executive Director
- DATE: June 7, 2005
- SUBJECT: Coastal Development Permit (CDP) Nos. 5-91-139 (Lot 6), 4-95-034 (Lot 1), 4-95-035 (Lot 7), and 4-98-199 (Lot 2), granted to West Pointe Homes, Inc. for:

Construction of four separate single family residences on four separate lots (Lots 1, 2, 6 and 7) within a seven-lot subdivision with approximately 17,839 cu. yds. of grading (11,200 cu. yds. of cut and 6,639 cu. yds. of fill). The underlying seven lot subdivision was previously approved pursuant to CDP 5-87-974 for the subdivision of an 8.1 acre parcel into seven lots located on "street island" between the intersections of Cold Canyon Road, Piuma Road, and WoodBluff Road in Calabasas, Los Angeles County.

The Executive Director of the California Coastal Commission has reviewed proposed amendments (5-91-139-A2, 4-95-034-A3, 4-95-035-A1, and 4-98-199-A1) to the above referenced permits, which would result in the following change(s):

Delete single family residence and restore previously graded pad on Lot 7, revise grading plan accordingly, and landscape entire lot with native vegetation on Lot 7. Revise grading plan to add a retaining wall not to exceed 6.5 ft. in height on Lot 1, delete a 4 ft. high retaining wall on Lot 2, allow for approximately 3,451 cu. yds. of additional grading (for a total of approximately 21,310 cu. yds. of grading) on Lots 1, 2, 6, and 7 in order to reduce slope gradients and revise previously approved landscaping plan accordingly.

FINDINGS

Pursuant to 14 Cal. Admin. Code Section 13166(a)(2) this amendment is considered to be *IMMATERIAL* and the permit will be modified accordingly if no written objections are received within ten working days of the date of this notice. This amendment has been considered "immaterial" for the following reason(s):

The subject site is a seven lot subdivision previously approved by the Commission pursuant to CDP 5-87-984 (one 8.1 acre parcel was divided into 7 lots). Separate coastal permits have been previously approved by the Commission for the construction of a separate residence on each lot. All 7 lots have been previously graded and disturbed. The proposed deletion of the previously approved residence on Lot 7 and removal and restoration of the previously graded building pad will result in the creation of an open-space/non-residentially developed lot and will reduce the total number of approved residences to no more than 6 residences on 7 lots. The proposed change to grading is primarily for restoration of Lot 7 and is relatively minor in nature and will not result in any expansion to the previously approved developed/disturbed areas on site or removal of any additional sensitive vegetation or habitat area. In addition, the deletion/addition of some retaining walls and changes in gradient to create slopes with approximately 2:1 - 5:1 gradients instead of steeper 1.5:1 - 2:1 gradients on site will not result in any new adverse effects to any public views or environmental resources of the site and is consistent with all Chapter Three policies of the Coastal Act.

If you have any questions about the proposal or wish to register an objection, please contact Steve Hudson at the Commission Area office (805) 585-1800.

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STATE OF CALIFORNIA - THE RESOURCES AGENCY

ARNOLD SCHWARZENEGGER, Governor

CALIFORNIA COASTAL COMMISSION SOUTH CENTRAL COAST AREA 89 SOUTH CALIFORNIA ST., SUITE 200 VENTURA, CA 93001 (805) 585-1800

AMENDMENT TO COASTAL DEVELOPMENT PERMIT

Date: June 28, 2005

Permit No: 4-95-035 ((Lot 7)

Issued to: West Pointe Homes, Inc.

-95-030

for: construction of a 4,520 sq. ft. 35 ft. high from existing grade single family residence with 3 covered parking spaces, pool, septic system and 2,100 cu. yds. of grading (200 cu. yds. cut and 1,900 cu. yds. fill).

at: 25755 Piuma Road, Malibu (Los Angeles County).

has been amended to include the following changes: Delete single family residence and restore previously graded pad on Lot 7, revise grading plan accordingly, and landscape entire lot with native vegetation on Lot 7. Revise grading plan to add a retaining wall not to exceed 6.5 ft. in height on Lot 1, delete a 4 ft. high retaining wall on Lot 2, allow for approximately 3,451 cu. yds. of additional grading (for a total of approximately 21,310 cu. yds. of grading) on Lots 1, 2, 6, and 7 in order to reduce slope gradients and revise previously approved landscaping plan accordingly.

This amendment was determined by the Executive Director to be immaterial, was duly noticed, and no objections were received.

This amendment will become effective upon return of a signed copy of this form to the Commission office. Please note that the original permit conditions are still in effect.



AUG 3 2005

CALIFORNIA COASTAL COMMISSION SOUTH GENTRAL COAST DISTRICT Sincerely,

PETER M. DOUGLAS Executive Director

By: Steven M. Hudson Supervisor, Planning & Regulation

ACKNOWLEDGMENT

I have read and understand the above Notice of Intent and agree to be bound by its conditions and the remaining conditions of Permit No:

SubSurface Designs Inc.

12848 Foothill Boulevard • Sylmar, California 91342 (818) 898-1595 • (Fax) 898-4003

January 5, 2017

PIN# 6732

Midwest Construction, LLC Attn: Mr. Donald Reith 246 Pacific Street Santa Monica, California 90405

Subject: Update Report - Percolation Testing APN: 4456-012-031 Lot 7, Tract 45168 - Piuma Road Monte Nido, California

References: Geolabs-Westlake Village, December 9, 2005, On-Site Sewage Disposal System Feasibility Report, Lot 3 of Tract 45168, Monte Nido, County of Ventura, California.

SubSurface Designs, Inc., January 4, 2017, Limited Geologic Report - Evaluation of Percolation Test Holes, APN: 4456-012-031 - Piuma Road, Monte Nido, California.

Dear Mr. Reith:

In accordance with your request, this report has been prepared to update past percolation testing conducted by Geolabs-Westlake Village on the subject site. In conjunction with the preparation of this report, this office has reviewed the above referenced report prepared by Geolabs-Westlake Village dated December 9, 2005. In addition, this office conducted a recent reconnaissance of the subject site and surrounding areas.

Geolabs-Westlake Village conducted percolation tests on three (3) borings (SP3-10, SP3-11 and SP7-4) for the construction of a septic system on Lot 3, Tract 45168 (423 Woodbluff Road) in August-November 2005. Test holes SP3-10 and SP3-11 were excavated and Lot 3, and SP7-4 was excavated on the southern portion of the subject site - Lot 7, Tract 45168.

Test boring SP7-4 was 2.0 feet in diameter and 28.0 feet deep at the time of testing. Percolation tests conducted by Geolabs-Westlake Village indicate that SP7-4 percolated 3,380 gallons during the testing period, and was dry 24 hours after initiation of the percolation test. This calculates to a design rate for a 6.0' diameter by 28.0' deep pit with a 13.0' cap of 10,140 gallons/day.



Foundation and Soils Engineering, Geology 31119 Via Colinas, Suite 502 • Westlake Village, CA 91362

a dba of R & R Services Corporation 31119 Via Colinas, Suite 502 • Westlake Village, CA' 91362 Voice: (818) 889-2562 (805) 495-2197 Fax: (818) 889-2995 (805) 379-2603

GEOLABS-WESTLAKE VILLAGE

December 9, 2005 W.O. 8553

West Pointe Homes 26500 Agoura Road, Suite 652 Calabasas, California

Attention: Mr. James Rasmussen

SUBJECT: On-site Sewage Disposal System Feasibility Report, Lot 3 of Tract 45168, Monte Nido, County of Ventura, California

Mr. Rasmussen,

In accordance with your request, we have prepared this feasibility report for an on-site sewage disposal system for Lot 3 of Tract 45168 (site; Plate 1.1). Our purpose was to evaluate the distribution and engineering characteristics of the earth materials that occur at the site so that we might assess their impact upon the proposed on-site sewage disposal system, as well as to determine the percolation capability of planned seepage pits.

Geologic data and approximate locations of exploratory borings (to evaluate the depth to groundwater) and percolation test holes are shown on the enclosed map (Plate 1.2). Descriptions of the site, earth materials, geologic structure, and grading performed can be found in previous reports (Geolabs-Westlake Village (GWV), 1998a, 1998b, 2000, 2002). The effects of blasting were addressed in the May 2, 2000 GWV report. Investigation of the historic high groundwater conditions for Tract 45168 is provided in the GWV report dated April 25, 2002.

PROPOSED PROJECT

It is our understanding Lot 3 will be improved by the construction of a single-family

West Pointe Homes

December 9, 2005 W.O. 8553

residence. The proposed structure will utilize an on-site seepage pit sewage disposal system. The footprint of the proposed structure, septic system tank, seepage pit locations, and all applicable setbacks have been added to Plates 3a and 3b. The floor plans for the proposed structure are attached as Appendix A. The coastal permit is attached as Appendix B.

It is our understanding, from conversations between Mr. Bob Saleh of the County of Los Angeles Department of Health Services and the addressee, that a percolation rate of 7,500 gallons/day is needed for the active seepage pits and 7,500 gallons/day for the future pits.

SITE HISTORY

Geolabs-Westlake Village (GWV) was retained as the project soil's engineering on September 15, 1997. Soon after an Update Geotechnical Report and Grading Plan Review was completed (January 30, 1998). Following a number of response letters to issues raised by the County of Los Angeles Department of Public Works, the site was graded between May and October of 1998 (GWV, December 11, 1998). After our Final Supervised Compacted Fill and Geologic Report was issued blasting reportedly took place at the site (March 15, 1999). Test pits to investigate blasting locations were excavated using a dozer on April 8, 1999 and logged by a representative of this office (April 14, 1999). Drilling to investigate the effects of blasting started on February 3, 2000 (GWV, May 2, 2000). The results of that investigation were summarized in the GWV report dated May 2, 2000.

As a precursor to percolation testing by this office a hydrogeologic study was performed. For the study, 21 piezometers were installed throughout the project and monitored from May 10, 2001 to April 8, 2002 (GWV, April 25, 2002). The groundwater contour map included in the GWV hydrogeologic study was subsequently approved by the County of Los Angeles Department of Environmental Health for design of an onsite sewage disposal system. Drilling and percolation

2.

West Pointe Homes

3

December 9, 2005 W.O. 8553

testing began January 14, 2003.

SOIL PROFILE

Scepage pits for the site are located on Lots 3 and 7. Seepage pits extend through engineered fill or alluvium and fractured volcanic bedrock.

It was not necessary to over drill 10 feet to obtain the soil profile. The decision not to over drill the holes was based on several factors. First, the bottom on each seepage pit was designed to remain a minimum of 10 feet above the predetermined ground water elevation (GWV, April 25, 2002). The groundwater contour map is provided on Plates 1.2a and 1.2b. Second, during grading all surficial deposits (alluvium, colluvium, undocumented fill, topsoil) underlying the pad were removed to competent bedrock consisting of the Conejo Volcanics.

Cross sections G-G' and H-H' were drawn to illustrate the soil profile below and adjacent to the seepage pits (Plates 2.2 to 2.3). The cross sections indicate the soil profile, as well as the existing grades, groundwater elevation, and cap depth.

PERCOLATION TESTING

Test hole location

Three seepage pits make up the septic system for Lot 3: SP3-10, SP3-11, and SP7-4. Seepage pits SP3-9 and SP3-10 are designated as active, while SP7-4 is the future. These pits currently have a two foot diameter. Seepage pit locations are shown on Plates 1.2a and 1.2b.

Test procedure

Seepage pit percolation testing was performed using the Meter Test Method, as outlined in the County of Los Angeles, Department of Health Services, Environmental Health Mountain & Rural/Water, Sewerage & Subdivision Programs report <u>Procedures for Application for Approval of</u> <u>Private Sewage Disposal System Construction dated January 1, 2000.</u> Testing was performed in
West Pointe Homes

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December 9, 2005 W.O. 8553

coordination with and under the supervision of the County of Los Angeles, Department of -Environmental Health.

The water level of seepage pits in the vicinity of the test hole was observed during presoaking, percolation testing, and a final reading was taken 24 hours after starting the test. In addition, slopes in the vicinity of the test hole were observed periodically during testing to identify seeps, if present.

Test results

Percolation testing of holes SP3-10, SP3-11, and SP7-4 was performed between August 15 and November 11, 2005. The results are presented on the enclosed Plates SP3-10.1 to SP3-10.3, SP3-11.1 to SP3-11.3, and SP7-4.1 to SP7-4.2. The first day consisted of presoaking a test hole. Percolation testing was performed on the second day. A final reading of depth to water was performed on the third day. The following issues were considered:

<u>I. Watertight Zone at Base</u> - When sporadic fractures are the principal percolation conduit, as is the case here, vertical sections of the boring may not be connected to the percolating fracture system. Where this occurs at the bottom of a test hole, water will remain in the hole 24 hours after the beginning of the test. Water remaining in the bottom of the hole should be subtracted from the total volume percolated.

<u>II. Cross Talk</u> - We endeavored to record water level readings in holes in the vicinity of a test hole throughout the entire test procedure (presoak, percolation testing, and final reading). This was done to determine if water from the test hole seeped into adjacent test holes. It should be generally anticipated that zones of influence between adjacent pits with as little as twelve feet of separation would overlap. Substantial cross talk between a test hole and observation hole could be an indication of system design issues, such as one pit inducing fluid levels in an adjacent pit above the

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West Pointe Homes

December 9, 2005 W.O. 8553

latter's cap elevation.

III. Adjacent Slopes - Descending slopes in the vicinity of the test holes were monitored throughout the test procedure. No evidence of seeps was observed.

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<u>IV. Rates</u> - Testing resulted in the following design percolation rates (for six foot diameter scepage pits):

Seepage Pit	SP3-10	SP3-11	SP7-4
Perc Rate	4686	5955	10140

V. Septic Tank

Based on the number of bedrooms in the proposed residence, an ES-25 2500 gallon septic tank should be used. The approximate location of the tank has been added to Plate 3a. Because of the fast percolation rate, a pre-treatment system should be installed.

111 STATEMENT

Based upon tests conducted as outlined in this and applicable referenced reports, and if constructed in accordance with our recommendations and properly maintained, it is the opinion of the undersigned, a duly registered professional engineer and engineering geologist, that (1) the proposed structure(s) will be safe against hazard from landslide, settlement or slippage, and that (2) the proposed building or grading construction will have no adverse effect on the geologic stability of property outside the building site. The nature and extent of tests conducted for purposes of this declaration are, in the opinion of the undersigned, in conformance with generally accepted practices in this area. Test findings and statements of professional opinion do not constitute a guarantee or warranty, express or implied.

This geotechnical report has been prepared in accordance with generally accepted engineering practices at this time and location. No other warranties, either express or implied, are made as to the

West Pointe Homes

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December 9, 2005 W.O. 8553

professional advice provided under the terms of our agreement and included in this report.

CLOSURE

This report presents an accurate and complete disclosure of all fact known relating to the proposed septic systems on the property. This geotechnical report has been prepared in accordance with generally accepted engineering practices at this time and location. No other warranties, either express or implied, are made as to the professional advice provided under the terms of our agreement and included in this report.

Thank you for this opportunity to be of service. Please do not hesitate to call if you have any questions regarding this report.

Respectfully submitted, GEOLABS ESTLAKE VILLA FN RONALD Z. SHMERLING NO. 1047 CERTIFIED No. 35444 Exp. 09/20/07 ENGNEERING GEOLOGIST E. 35444 CF CALIF 6.1 Enclosures: Location map......Plate 1.1 Geologic map.....Plates 1.2a, 1.2b Sewage disposal systemPlates 3a, 3b Test resultsPlates SP3-10, SP3-11, SP7-4 Floor Plan.....Appendix A Coastal Permit......Appendix B References

XC: (6) Addressee

Geolabs-Westlake Village

METERED SEEPAGE PIT PERCOLATION TEST DATA

PROJECT: Lot 3, Tract 45168, Monte Nido

Pit number:	SP3-10	Pit diameter:	2'
Cap depth:		Pit total depth:	22'
Test dates:	11/09/2005 to 11/11/05	Employee:	Mario Linares

10 foot drop in water level from presoak to perc test? √yes ____no

48 hour reading: Dry feet

Metered water data

- -

Total gallons (from following pages): 1585

Height of water remaining at end of test: 0_feet

Gallons water remaining = $\pi \times r^2 \times height of water \times 7.48$ gallons/cubic foot Gallons water remaining = $3.14 \times 1 \times 0 \times 7.48 = 0$ gallons

Total gallons percolated: 1585 - 0 = 1585 gallons

Subtracted gallons from adjacent holes (total from Plate SP3-10.3): 23 gallons Total gallons percolated: 1585 - 23 = 1562 gallons

Percolation rate for proposed seepage pit

Design rate of 6' diameter pit = (Rate of 2' diameter hole) (3) = 4686 gallons/day

West Pointe Homes

Pisto SP2,10 1

58

Geolabs-Westlake Village

12/9/2005

METERED SEEPAGE PIT PERCOLATION TEST DATA

PROJECT: Lot 3, Tract 45168, Monte Nido

Pit number:	SP3-11	Pit diameter:	2'
Cap depth:	8	Pit total depth:	22'
Test dates:	11/07/2005 to 11/09/05	Employee:	Mario Linares

10 foot drop in water level from presoak to perc test? ves no

48 hour reading: 20' 6" feet

Metered water data

March Mainta Llas

Total gallons (from following pages): 1985

Height of water remaining at end of test: 20.5' feet

Gallons water remaining = $\pi \times r^2 \times \text{height of water } \times 7.48 \text{ gallons/cubic foot}$ Gallons water remaining = $3.14 \times 1 \times 0 \times 7.48 = 0$ gallons

Total gallons percolated: 1985 - 0 = 1985 gallons

Subtracted gallons from adjacent holes (total from Plate SP3-11.3): 0 gallons Total gallons percolated: 1985 - 0 = 1985 gallons

Percolation rate for proposed seepage pit

Design rate of 6' diameter pit = (Rate of 2' diameter hole) (3) = 5955 gallons/day

Geolabs-Westlake Village

METERED SEEPAGE PIT PERCOLATION TEST DATA

PROJECT: Lot 7, Tract 45168, Monte Nido

Pit number:	SP7-4	Pit diameter tested:	2'
Cap depth:	13'	Pit total depth:	28'
Test dates:	8/15-17/05	Employee:	ML

10 foot drop in water level from presoak to perc test? X yes no

48 hour reading: 20.5 feet

Metered water data Total gallons (from following pages): 3380

Height of water remaining at end of test: 0 feet

Percolation rate for proposed seepage pit Design rate of 6' diameter pit = (Rate of 2' diameter hole) (3) = <u>10140</u> gallons/day

West Pointe Homes W.O. #8553

Plate SP7-4.1

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12/9/2005

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

COVENANT AND AGREEMENT REGARDING INSTALLATION OF SEWAGE FACILITIES AND THE USE AND TRANSFER OF OWNERSHIP OF PROPERTIES

WHEREAS, the undersigned property owner(s) (hereinafter referred to as OWNER I) owns real property (hereinafter referred to as the ORIGINAL BUILDING SITE) which does not have sufficient area for an adequate private sewage disposal system; and

WHEREAS, the undersigned property owner(s) (hereinafter referred to as OWNER II) owns abutting real property (hereinafter referred to as the ANNEXED PROPERTY) which owner proposes to annex to the original building site for the purpose of providing additional space for a private sewage disposal system; and

WHEREAS, OWNER I and OWNER II represent that he/they are the sole owners of the ORIGINAL BUILDING SITE and the ANNEXED PROPERTY respectively, said real properties being situated in the County of Los Angeles, State of California, and described as follows:

Legal Description of ORIGINAL BUILDING SITE:

APN: 4456-012-027

(If lengthy, include as Attachment A)

Street Address/Location of ORIGINAL BUILDING SITE: 423 N. Woodbluff Road, Calabasas, CA 91302

Legal Description of ANNEXED PROPERTY:

APN: 4456-012-031

(If lengthy, include as Attachment B)

Street Address/Location of ANNEXED PROPERTY: 25755 W. Piuma Road, Calabasas, CA 91302

NOW THEREFORE, the undersigned, in consideration of the benefits accruing because of being permitted to use the annexed property for the purpose of providing additional space for a private sewage disposal system for which there is inadequate space on the ORIGINAL BUILDING SITE, does hereby promise, covenant and agree to and with the County of Los Angeles that both the ORIGINAL BUILDING SITE and the ANNEXED PROPERTY will be maintained as one unit until such time as sewage disposal from said property(ies) can be otherwise accomplished in conformity with the requirements of the Los Angeles County Plumbing Code or any other law or regulation which in the future shall apply.

06 1933488

Order: CA0610-16001217 Doc: CALOSA:2006 01933488

08/30/06

Page 3 of 4

1/2/

This COVENANT AND AGREEMENT shall run with the land and shall be binding upon all future owners, heirs, successors and assigns of the parties hereto.

This COVENANT AND AGREEMENT shall only be terminated by a RELEASE OF COVENANT AND AGREEMENT duly executed by the director of the County of Los Angeles Department of Health Services or its successor agency; said RELEASE shall not be effective until recorded in the County of Los Angeles Recorder's Office.

Dated this 25 day of August 2006
WEST POINTE Homes DVC. Print Name - Owner of Original Site Signature Prisider
Print Name - Owner of Original Site Signature
WEST POINTE Homés INC. Domo SRouis Print Name - Owner of Annexed Property Signature Prosider F
Print Name - Owner of Annexed Property Signature
NOTARIAL ACKNOWLEDGMENT
STATE OF CALIFORNIA) Ventor (2))ss. COUNTY OF LOS ANGELES)
On this 28 day of August, in the year 3006, before
me Disne L. Mc Farlane Norary Public (here insert name and quality of the officer) Rasmusser
personally appeared Tanes 5. Romossed & Jesone T., personally known to
me (or proved to me on the basis of satisfactory evidence) to be the persons whose name is a con-

me (or proved to me on the basis of satisfactory evidence) to be the persons whose name is subscribed to this instrument, and acknowledged that he (she or they) executed it.

DIANE L. MCFARLANE Commission # 1390937 otary Public - California Ventura County ly Comm. Expires Dec 19, 2006

Dian I M Failone

Notary Public in and for the County of Los Angeles, State of California

06 1933488

Order: CA0610-16001217 Doc: CALOSA:2006 01933488

08/30/06

Page 4 of 4

Requested By: Savant008, Printed: 6/13/2016 6:13 PM

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9/22/05

AWYERS TITLE COMPANY-81

. :

5.7

DEPARTMENT OF REGIONAL PLANNING 320 West Temple Street Room 1360, Hall of Records Los Angeles, California 90012

RECORDED AT THE REQUEST OF -

Name: West Pointe Homes, Ind. Street: 26500 W. Agoura Rd. PMB 652 City: Calabasas, CA 91302

05 2285675

COVENANT and AGREEMENT to HOLD PROPERTY as ONE PARCEL

The undersigned hereby certify that we are the owners of real property located in the County of Los Angeles, State of California that is legally described as follows:

also known as APN 4456-012-027 and APN 4456-012-028 (logal description)

as recorded in Book ______166 _____, Page __97_99 _, Records of Los Angeles County. This property is located at and is known by the following address:

423 N. Woodbluff Road and 25715 W. Piuma Road, Calabasas, CA 91302 (street address)

We hereby agree and covenant with the County of Los Angeles that the above legally described real property shall be held as one parcel and no portion shall be sold separately.

This covenant and agreement is executed for the purpose of

Placing seepage pits on Lot 3 for the residence located on Lot 4. as regulated by Title 22 (Zoning Ordinance) of the Los Angeles County Code.

This covenant and agreement shall run with all of the above described land and shall be binding upon ourselves, and future owners, encumbrancers, their successors, heirs or assignees and shall continue in effect until released by the authority of the Director of Planning of the County of Los Angeles upon submittal of request, applicable fees and evidence that the Covenant and Agreement is no longer required by law.

County Project No.

CUP 87-160 .

Owner's Name We	st Pointe Home	s, Inc.			
Signature of owner	Chimis	SRA	suu	Presiden	JT
Two Officer's Signa Required for Corpo	atures	e I	lez	sec.	•. •.
	West Pointe	Homes, I	nc.		
Dated this	2013	, day of	SEPTONDER	, 18	2005

(All signatures must be notarized.)

9/22/05

} ss.
Diane L. McFarlane (Notary Publ Name and Title of Officer (e.g., 'Jane Doe Notary Public')
Ssen and Jeanne Rasmussen
IX personally known to me ☐ 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 hashe/they executed the same in //s/the/their authorized capacity(ies), and that by /is/the/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.
TIONAL
, it may prove valuable to persons relying on the document d reattachment of this form to another document.
Number of Pages:
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05 2285675

3

This document is filed for record by Lawyers Title Company as an accommodation only. It has not been examined as to its execution or as to its effect upon the title.

1

SPACE ABOVE THIS LINE FOR RECORDER'S USE

COVENANT AND AGREEMENT REGARDING INSTALLATION OF SEWAGE FACILITIES AND THE USE AND TRANSFER OF OWNERSHIP OF PROPERTIES

WHEREAS, the undersigned property owner(s) (hereinafter referred to as OWNER I) owns real property (hereinafter referred to as the ORIGINAL BUILDING SITE) which does not have sufficient area for an adequate private sewage disposal system; and

WHEREAS, the undersigned property owner(s) (hereinafter referred to as OWNER II) owns abutting real property (hereinafter referred to as the ANNEXED PROPERTY) which owner proposes to annex to the original building site for the purpose of providing additional space for a private sewage disposal system; and

WHEREAS, OWNER I and OWNER II represent that he/they are the sole owners of the ORIGINAL BUILDING SITE and the ANNEXED PROPERTY respectively, said real properties being situated in the County of Los Angeles, State of California, and described as follows:

Legal Description of ORIGINAL BUILDING SITE: APN: 4456-012-028

(If lengthy, include as Attachment A)

Street Address/Location of ORIGINAL BUILDING SITE: 25715 W. Piuma Road, Calabasas, CA 91302

Legal Description of ANNEXED PROPERTY:

APN: 4456-012-027

(If lengthy, include as Attachment B)

Street Address/Location of ANNEXED PROPERTY: 423 N. Woodbluff Road, Calabasas, CA 91302

NOW THEREFORE, the undersigned, in consideration of the benefits accruing because of being permitted to use the annexed property for the purpose of providing additional space for a private sewage disposal system for which there is inadequate space on the ORIGINAL BUILDING SITE, does hereby promise, covenant and agree to and with the County of Los Angeles that both the ORIGINAL BUILDING SITE and the ANNEXED PROPERTY will be maintained as one unit until such time as sewage disposal from said property(ies) can be otherwise accomplished in conformity with the requirements of the Los Angeles County Plumbing Code or any other law or regulation which in the future shall apply.

06 1933487

0.8/30/06

This COVENANT AND AGREEMENT shall run with the land and shall be binding upon all future owners, heirs, successors and assigns of the parties hereto.

This COVENANT AND AGREEMENT shall only be terminated by a RELEASE OF COVENANT AND AGREEMENT duly executed by the director of the County of Los Angeles Department of Health Services or its successor agency; said RELEASE shall not be effective until recorded in the County of Los Angeles Recorder's Office.

Dated this 25th day of August 1006 WEST POINTE HOME INC. Print Name - Owner of Original Site Print Name - Owner of Original Site Signature WEST POINTE Hamos INC Print Name - Owner of Annexed Property Signature Print Name - Owner of Annexed Property Signature NOTARIAL ACKNOWLEDGMENT STATE OF CALIFORNIA VENTURS) ss. COUNTY OF LOS ANGELES) On this 28 day of August in the year 2006 before

me Diane L. McFarlane Wordry Public (here insert name and quality of the officer)

Rasmussen

personally appeared $\underline{Jaacs } Rasassea \\ \xrightarrow{} Jean neT$, personally known to me (or proved to me on the basis of satisfactory evidence) to be the personswhose name is 2^{ne} subscribed to this instrument, and acknowledged that be (ske or they) executed it.



Notary Public in and for the County of Los Angeles State of California

06 1933487 66

08/30/06



SELLER VACANT LAND QUESTIONNAIRE

(C.A.R. Form VLQ, 11/12)

١.	Seller makes the following	disclosures with regard to t	he real property described as	Cold Canyon Rd.
	Assessor's Parcel No.	4456-012-031	, situated in	Calabasas
	County of	Los	s Angeles	, California, ("Property").

II. The following are representations made by the Seller. Unless otherwise specified in writing, Broker and any real estate licensee or other person working with or through Broker have not verified information provided by Seller. A real estate broker is qualified to advise on real estate transactions. If Seller or Buyer desire legal advice, they should consult an attorney.

III. Note to Seller: PURPOSE: To tell the Buyer about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.

- Answer based on actual knowledge and recollection at this time. .
- Something that you do not consider material or significant may be perceived differently by a Buyer. .
- Think about what you would want to know if you were buying the Property today.
- Read the questions carefully and take your time. .
- IV. Note to Buyer: PURPOSE: To give you more information about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.
 - Something that may be material or significant to you, may not be perceived the same way by the Seller.
 - . If something is important to you, be sure to put your concerns and questions in writing (C.A.R. Form BMI).
 - . Sellers can only disclose what they actually know. Seller may not know about all material or significant items.
 - Seller's disclosures are not a substitute for your own investigations, personal judgments or common sense.
- V. SELLER AWARENESS: For each statement below, answer the question "Are you (Seller) aware of ... " by checking either "Yes" or "No." Provide explanations to answers in the space provided or attach additional comments and check section VI.

BOUNDARI	ES, ACCESS AND PROPERTY USE BY OTHERS:	ARE YOU (SELLER) AWARE OF
1. Surve	eys, markers, stakes, pins or maps showing the location of the Proper	ty Yes 🔀 No
Z. Any u	unrecorded easement, encroachment or other dispute, maintenance o	or use agreement
	ting access to, or the boundaries of ,the Property	
	of the Property, or any part of it, by anyone other than you,	
any p	purpose, including but not limited to, using or maintaining roads, driver	ways or other forms of ingress
or egi	ress, or other travel or drainage	Yes No
4. Lease	es, rental agreements, service contracts, licenses, permits or related a	agreements regarding use of
the P	Property by others	
5. Use c	of any neighboring property by you	Tes No
6. The a	absence or limitation of legal or physical access to the Property	Yes No
Explanation:	absence or limitation of legal or physical access to the Property	ON THE Proporty.
	1.40 1.4	
-		
	CONDITIONS AND ENVIRONMENTAL HAZARDS:	ARE YOU (SELLER) AWARE OF
7. Fill (c	compacted or otherwise), soil instability, caves, mines, caverns, or slip	page on the Property X Yes No
8. Rado	on, methane or other gases, contaminated soil or water, hazardous wa	aste, or waste disposal sites on

the Property 9. Fuel, oil or chemical storage tanks above or underground

10. Past or present treatment or eradication of pests or odors. Explanation:

Buyer's Initials (_____) (_____)

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Seller's Initials (

This

Date Reviewed by

Slope

Yes No

. Yes

VLQ REVISED 1	1/12 (P	AGE 1	OF 4)
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SELLER VACANT LAND QUESTIONNAIRE (VLQ PAGE 1 OF 4)

	Coldwell Banker Residential Brokerage, \$83 S. Westlake Bival. Westlake Village, CA 91361	Phone: 818 426-2292	Fax:	Cold Casyon Land
	Neus Green Produced with zipForm® by zipLogix 18070 Fifteen Mile R	oad, Fraser, Michigan 48026 www.zipl.ogix.com		
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EXHIBIT 4, Page 001

01

Property Address: Cold Canyon Rd., Calabasas, CA 91302

Date:

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Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, M EXHIBIT 4, Pag	
REVISED 11/12 (PAGE 2 OF 4) SELLER VACANT LAND QUESTIONNA	
ght © 2005-2012, CALIFORNIA ASSOCIATION OF REALTORSS, INC.	Reviewed by Date
's Initials () ()	Seller's Initials (<u>JY</u> ()
xplanation:	
30. Neighborhood noise, nuisance or other problems from sources neighbors, livestock, wildlife, insects or pests, traffic, parking subway, trucks, freeways, buses, schools, parks, refuse sto operations, business, odor, recreational facilities, restaurants parades, sporting events, fairs, neighborhood parties, litter, const compressors, generators, pool equipment or appliances, or wildlit parades.	congestion, airplanes, trains, light rail, orage or landfill processing, agricultural , entertainment complexes or facilities, ruction, air conditioning equipment, air fe
EIGHBORHOOD:	ARE YOU (SELLER) AWARE OF
 ANDSCAPING, AGRICULTURE, STRUCTURES OR OTHER IMPROV 26. Diseases or infestations affecting trees, plants or vegetation on o 27. Diseases, infestation or other reason affecting the production of a Property	r near the Property
xplanation:	
TILITIES AND SERVICES: 25. Whether any of the following utilities or services are available ON If yes, check which ones: wells sewer K septicsanitatio electric telephonecable other If no, are you aware of the distance such utilities or services are to	n 🗌 leach lines 🛛 water 🕅 gas
Property	
 23. Standing water, flooding, pumps, underground water, or water-reaffecting the Property	lated soil settling or slippage on or Yes KNo r table, floods or tides on or affecting the
ATER-RELATED ISSUES:	ARE YOU (SELLER) AWARE OF.
vegetation be cleared; (ii) that restrict tree (or other landscaping) that flammable materials be removed	planting, removal or cutting, or (iii)
 schools, parks, roadways and traffic signals 22. Existing or proposed government requirements affecting the Proposed government requirements	
 Current or proposed bonds, assessments, or fees that do not ap or could affect the Property	
could affect the Property	o or could affect the Property
 17. Ongoing or contemplated eminent domain, condemnation, anney plan that apply to or could affect the Property 18. Existence or pendency of any rent control, occupancy restrictions 	Yes X No
 Conditions or laws that may affect the ability to place and/or use Special taxes pursuant to the Mello -Roos Community Facilities other law 	Act, Improvement Bond Act of 1915 or
14. Any protected habitat for plants, trees, animals or insects that ap	□ Yes No ply to or could affect the Property Yes No
13. Presence of any endangered, threatened, "candidate" species, w	

	Date:
COMMON INTEREST CONDOMINIUMS AND DEVELOPMENTS: 31. Any Homeowner or Property Owner Association (OA) governing the Prope proposed dues increases, special assessments, rules changes, insurance, threatened or pending litigation by or against the OA affecting the Property Explanation:	evellebilik, innune en
 TITLE, OWNERSHIP AND LEGAL CLAIMS: 32. Any other person or entity on title other than Seller(s) signing this form 33. Leases, options or claims affecting or relating to title or use of the Property 34. Any other person or entity other than Seller(s) signing this form with a legal water rights	I claim to oil, mineral, gas or Ilens, abatement liens, emment hearings affecting
DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT: 36. Financial relief or assistance, insurance or settlement, sought or received, for or private agency, insurer or private party, by past or present owners of the or alleged damage to the Property arising from a flood, earthquake, fire, oth defect, whether or not any money received was actually used to correct date Explanation:	Property, due to any actual ner disaster, or occurrence or mage I Yes I Yes
OTHER:	ARE YOU (SELLER) AWARE O
37. Reports, inspections, disclosures, warranties, maintenance recommendation	ons, estimates, studies, surveys
or other documents, pertaining to the condition of the Property or easemend disputes or environmental conditions affecting the Property	ts, encroachments, boundary
or other documents, pertaining to the condition of the Property or easement disputes or environmental conditions affecting the Property	
or other documents, pertaining to the condition of the Property or easement disputes or environmental conditions affecting the Property	Yes Pho
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 or other documents, pertaining to the condition of the Property or easement disputes or environmental conditions affecting the Property	Yes No yes No
 or other documents, pertaining to the condition of the Property or easement disputes or environmental conditions affecting the Property	yes Pho Yes Pho Yes Pho Yes No Yes No Yes No Yes No Yes No dnance location ain potentially explosive munitions.) pment or other Yes No Yes No

VI. [] (IF CHECKED) ADDITIONAL COMMENTS: The attached addendum contains an explanation or additional comments in response to specific questions answered "yes" above. Refer to line and question number in explanation.

Buyer's Initials () ()	Seller's Initia	1s()()
Copyright © 2006-2012, CALIFORNIA ASSOCIATION OF REALTORS®, INC.	Reviewed by	Date	6
VLQ REVISED 11/12 (PAGE 3 OF 4) SELLER VACANT LAND QUESTIONNAIRE (VLQ Produced with zrpForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48025	PAGE 3 OF 4)	Cold Canyon	EDELAL HOUSING DAPERTUNITY
EXHIBIT 4, Page 003			
69			

Property Address: Cold Canyon Rd., Calabasas, CA 91302

Date:

Seller represents that Seller has provided the answers and, if any, explanations and comments on this Form and any attached addenda and that such information is true and correct to the best of Seller's knowledge as of the date signed by Seller. Seller acknowledges (i) Seller's obligation to disclose information requested by this Form is independent from any duty of disclosure that a real estate licensee may have in this transaction, and (ii) nothing that any such real estate licensee does or says to Seller relieves Seller from his/her own duty of disclosure.

Date 0. 6 9 116.	Date
SELLER WIN SUCCE	SELLER
By JAMIS RASAUSSIN	Ву
Print name West Pointe Homes Inc.	Print name
Title Prusident	Title

By signing below, Buyer acknowledges that Buyer has read, understands and has received a copy of this Seller Vacant Land Questionnaire form.

Date	Date
BUYER	BUYER
Ву	Ву
Print name Joseph Melaragno	Print name Anna Melaragno
Title	Title

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

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Reviewed by _____ Date



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Cold Canyon

EXHIBIT 4, Page 004

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CALIFORNIA ASSOCIATION OF REALTORS

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VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. Form VLPA, Revised 12/15)

R THE REAL DOODEDTY to L	be acquired is Cold Canyon Rd.	Don Reith	("Buyer"),
		1302 (Zip Code), Assessor's Parcel No. 4456-	, situated i
Further Described As			UT2-031 (Troperty
C. THE PURCHASE PRICE	offered is One Hundred Thousand		
		Dollars \$ 100,000.	00 .
D. CLOSE OF ESCROW shall	d to herein as the "Parties." Brokers a	(date) (or x 45 Days A	iter Acceptance).
AGENCY:	ed to herein as the Parties. Brokers a	re not Parties to this Agreement.	
	s each acknowledge receipt of a	"Disclosure Regarding Real Estate Age	nev Polationshine
(C.A.R. Form AD).		Disclosure Regarding Real Estate Age	icy relationships
	wing agency relationships are hereby	confirmed for this transaction:	
Listing Agent	Resource Land Co.	(Print Firm Name) is the ag	gent of (check one
X the Seller exclusively; or	both the Buyer and Seller.		
Selling Agent	Coldwell Banker Residential Broke	rage (Print Firm Name) (if n	ot the same as th
Listing Agent) is the agent o	of (check one): X the Buyer exclusively	r; or _ the Seller exclusively; or _ both the	Buyer and Seller.
C. POTENTIALLY COMPETING	Seller - Disclosure and Consent" (C.A.	ies each acknowledge receipt of a 🗶 "Pos	sible Representatio
	esents that funds will be good when de		
		\$	3,000.0
		o Escrow Holder by electronic funds	0,00010
transfer, Cashier's check,	personal check, other	within 3 business days	
OR (2) Buyer Deposit with Ag	gent: Buyer has given the deposit by offer (or to	personal check (or)	
to the agent submitting the o	offer (or to), made payable to d until Acceptance and then deposited	
	business days after Acceptance (or ant shall be an original signed check ar).	
	osits checks received by agent shall be		
		increased deposit in the amount of \$	
within Days After Acc	ceptance (or).	
If the Parties agree to liquida	ated damages in this Agreement, they	also agree to incorporate the increased	
		ed damages clause (C.A.R. Form RID)	
	posit is delivered to Escrow Holder.		
		perty. This offer is NOT contingent on	
	vithin 3 (or) Days After Acceptar	lose this transaction IS ATTACHED to	
D. LOAN(S):	altinit 5 (01) Days Alter Acceptar	ice, Deliver to Gener Such vernication.	
	ount of	\$	
This loan will be conven	ntional financing or FHA, VA,	Seller financing (C.A.R. Form SFA),	
assumed financing (C.	A.R. Form AFA), subject to financing	g, Other . This	
loan shall be at a fixed ra	ate not to exceed % or, and	adjustable rate loan with initial rate not	
	egardless of the type of loan, Buyer sha	all pay points not to exceed%	
of the loan amount.	a amount of	0	
(2) SECOND LOAN IN the	anal financing or Seller financing (C	A.R. Form SFA), assumed financing	
(CAR Form AFA) Isl	ubject to financing Other	This loan shall be at a fixed	
rate not to exceed	% or. an adjustable rate loan wi	th initial rate not to exceed%.	
Regardless of the type of	loan, Buyer shall pay points not to exce	eed% of the loan amount.	
		17 (or) Days After Acceptance to	
		uired repairs or costs that Buyer requests	
		bay or satisfy lender requirements unless	
	A amendatory clause (C.A.R. Form FVA)		
E. ADDITIONAL PINANCING	TERMS: THIS IS AN ALL CASH OF	TER,	
D8		DS	
DR		ACP	
uyer's Initials (X)	Seller's Initials (J3N) (
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LPA REVISED 12/15 (PAGE 1 OF			

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Property Address: Cold Canyon Rd., Calabasas, CA 91302

Date: June 22, 2016

- 31. ATTORNEY FEES: In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorneys fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 28A.
- 32. ASSIGNMENT: Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the written consent of Seller. Such consent shall not be unreasonably withheld unless otherwise agreed in writing. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writing by Seller (C.A.R. Form AOAA).
- 33. EQUAL HOUSING OPPORTUNITY: The Property is sold in compliance with federal, state and local anti-discrimination Laws.
- 34. TERMS AND CONDITIONS OF OFFER: This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a counteroffer or addendum. If at least one but not all Parties initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. Buyer has read and acknowledges receipt of a Copy of the offer and agrees to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.
- 35. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance with the Laws of the State of California. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.
- 36. DEFINITIONS: As used in this Agreement:
 - A. "Acceptance" means the time the offer or final counter offer is accepted in writing by a Party and is delivered to and personally received by the other Party or that Party's authorized agent in accordance with the terms of this offer or a final counter offer.
 - **B.** "Agreement" means this document and any counter offers and any incorporated addenda, collectively forming the binding agreement between the Parties. Addenda are incorporated only when Signed by all Parties.
 - C. "C.A.R. Form" means the most current version of the specific form referenced or another comparable form agreed to by the parties.
 - D. "Close Of Escrow" means the date the grant deed, or other evidence of transfer of title, is recorded.
 - E. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
 - F. "Days" means calendar days. However, after Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
 - G. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.
 - H. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
 - "Deliver", "Deliverad" or "Delivery", unless otherwise specified in writing, means and shall be effective upon: personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in the section titled Real Estate Brokers on page11, regardless of the method used (i.e., messenger, mail, email, fax, other).
 - J. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
 - K. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
 - L. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
 - M. "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart.
- 37. EXPIRATION OF OFFER: This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by <u>Nona Green/Lisa Cataldo</u>.
 - who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or by <u>5:00</u> AM/ X PM, on June 24, 2016 (date)).

One or more Buyers is signing the Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure, (C.A.R. Form RCSD-B) for additional terms.

Date 6/22/2016 BUYER	Don Reithe
(Print name) Don Reith	33B0FC2D0851478
Date BUYER	
(Print name)	
Additional Signature Add	ndum attached (C.A.R. Form ASA).
-	
Buyer's Initials (X	Seller's Initials (
VLPA REVISED 12/15 (PA	
	VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 10 OF 11)
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DocuSign Envelope ID: E7DB74D7-AFAE-4D2C-B25C-1B83122800DE

Property Address: Cold Canyon Rd., Calabasas, CA 91302 Date: June 22, 2016 38. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer and agrees to sell the Property on the above terms and conditions, and agrees to the above confirmation of agency relationships. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer. [If checked) SELLER'S ACCEPTANCE IS SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form SCO or SMCO) DATED: One or more Sellers is signing the Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclogung (C.A.R. Form RCSD-S) for additional terms. James Rasmussen, West Pointe Homes, Inc. Date6/27/2016 SELLER (Print name) West Pointe Homes Inc. James Basmussen Date SELLER (Print name) Additional Signature Addendum attached (C.A.R. Form ASA).) (Do not initial if making a counter offer.) CONFIRMATION OF ACCEPTANCE: A Copy of Signed Acceptance was (Initials) personally received by Buyer or Buyer's authorized agent on (date) AM/ PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred. **REAL ESTATE BROKERS:** A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller. B. Agency relationships are confirmed as stated in paragraph 2. C. If specified in paragraph 3A(2), Agent who submitted the offer for Buyer acknowledges receipt of deposit. D. COOPERATING BROKER COMPENSATION: Listing Broker agrees to pay Cooperating Broker (Selling Firm) and Cooperating Broker agrees to accept, out of Listing Broker's proceeds in escrow, the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Listing Broker and Cooperating Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists. CalBRE Lic. #00616212 6/22/2016 Date By CalBRE Lic. # 01719717 Date CityWestlake Village State CA Zip 91361 E-mail nona@agourahorseproperty.com, lisa@agourahorseproperty.com Telephone (818) 426-2292 Fax (805)495-2218 Real Estate Broker (Listing Firm) Resource Land Co. CalBRE Lic. #00927681 By Edward Peters CalBRE Lic. # Date By CalBRE Lic. # Date Address 800 W. 1st St. #317 State CA Zip 90012 CityLos Angeles Telephone (310)505-0352 E-mail edpeters84401@gmail.com Fax ESCROW HOLDER ACKNOWLEDGMENT: Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, a deposit in the amount of \$ Seller's Statement of Information and counter offer numbers and agrees to act as Escrow Holder subject to paragraph 26 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions. Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is Escrow # Escrow Holder By Date Address Phone/Fax/E-mail Escrow Holder has the following license number # Department of Business Oversight, Department of Insurance, Bureau of Real Estate. PRESENTATION OF OFFER: () Listing Broker presented this offer to Seller on (date). Broker or Designee Initials **REJECTION OF OFFER: (**) No counter offer is being made. This offer was rejected by Seller on_ (date). X Seller's Initials ©1996- 2015, California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION, A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. Published and Distributed by: Buyer's Acknowledge that page 11 is part of REAL ESTATE BUSINESS SERVICES, INC.)(. this Agreement (X_ a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS® Reviewed by mia 90020

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Brok	er	or	Designee

VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 11 OF 11) Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Cold Canvon

Hermosa Beach Office Phone: (310) 798-2400 San Diego Office Phone: (619) 940-4522

Chatten-Brown, Carstens & Minteer LLP

2200 Pacific Coast Highway, Suite 318 Hermosa Beach, CA 90254 www.cbcearthlaw.com Michelle N. Black Email Address: Direct Dial: 310-798-2400 Ext. 5

June 23, 2022

Ms. Nona Green Ms. Karen Sandvig Coldwell Banker Realty 833 S. Westlake Blvd. Westlake Village, CA 91362

Re: 25755 Piuma Road, Monte Nido

Dear Ms. Green and Ms. Sandvig,

It has come to the attention of the Monte Nido Valley Community Association that the property located at 25755 Piuma Road in Monte Nido is for sale. We write to notify you of a cloud on title, specifically an equitable servitude that prevents construction of a home on the property.

Construction of the 2,740-square foot "Contemporary Ranch" home advertised for this property would violate the terms of a Settlement Agreement reached between previous owners of the property and the Monte Nido Valley Community Association, formerly known as the Monte Nido Valley Property Owners Association. The Agreement provides that, while homes may be constructed on Lots 1 through 6 of the "Triangle Property," no home may be constructed on Lot 7, 25755 Piuma Road. (Section 2, pp. 6-7.) Instead, the property owner's "rights associated with Lot 7, to build a home, and to construct a structure which would significantly impair the Viewshed, shall be donated to the Mountains Restoration Trust." (Section 2.1.4, p. 7.) A signed copy of the Agreement is enclosed with this letter.

The acquiring party of Lot 7, West Pointe Homes, was well aware of the provisions of this Settlement Agreement. <u>Pursuant to their legal obligations, and as evidenced by the below-market purchase price of 25755 Piuma Road in 2016, Mr. Rasmussen and West Pointe Homes</u> would have advised the current owner of the existence of this instrument and its implications.

We trust you will bring this issue to the attention of any prospective buyer(s), as required by California's mandatory disclosure requirements. Thank you for your prompt attention to this matter.

Sincerely,

mehiza

Michelle Black, on behalf of the Monte Nido Valley Community Association

Page 2

Ms. Nona Green Ms. Karen Sandvig Coldwell Banker Realty June 23, 2022

Enclosures

- Settlement Agreement Between Monte Nido Property Owners Association, S.P. Land, Inc., S.P. Lodge, and Saddle Peak Associates, dated April 9, 1997
- cc: Ms. Elizabeth Watson Greenberg Glusker 2049 Century Park East, Suite 2600 Los Angeles, CA 90067

Mr. Donald E. Reith 246 Pacific Street Santa Monica, CA 90405

.



SADDLE PEAK/MONTE NIDO SETTLEMENT AND COOPERATION AGREEMENT

AND

JOINT ESCROW INSTRUCTIONS

by and among

S. P. LAND, INC., a California corporation

and

S. P. LODGE, INC., a California corporation

and

SADDLE PEAK ASSOCIATES, a California limited partnership

and

MONTE NIDO VALLEY PROPERTY OWNERS ASSOCIATION, a California nonprofit mutual benefit corporation

02/22/96

CALIFORNIA COASTAL COMMISSION

SOUTH CENTRAL COAST AREA 89 SOUTH CALIFORNIA ST, SUITE 200 VENTURA, CA 93001 (805) 585-1800



November 9, 2016

County of Los Angeles Department of Regional Planning Attn: Richard Bruckner, Regional Planning Director 320 W. Temple Street Los Angeles, CA 90012

Re: Coastal Development Permit for Tract No. 45168, Lot 7 (APN No, 4456-012-031, 25755 Piuma Road, Santa Monica Mountains)

Dear Mr. Bruckner:

We have been contacted by Donald Reith, the current owner of the subject property. We were asked to give our opinion on the existence of any open space or other restrictions applied to the property through past Coastal Development Permits (CDP) approved by the Commission. We have reviewed the permit history of the subject lot and found the following information.

The Commission originally issued CDP 5-87-984 for the subdivision of a single 8.1 acre parcel into seven lots, of which the subject lot is one. The Commission later granted CDP 4-95-035 for the construction of a single family residence (SFR) on Tract No. 45168, Lot 7 of the aforementioned subdivision. Later, Amendment 4-95-035-A1 was approved to change the approved project description to delete the construction of a SFR, and to add the restoration and revegetation of the previously graded pad. A review of the project casefiles and all other available information indicates that the Commission's approval of amendment 4-95-035-A1 did not require the recordation of any restriction or easement to maintain the subject lot as open space in perpetuity.

The owner of the property has elected to abandon CDP 4-95-035 and CDP Amendment 4-95-035-A1 in order to pursue a new CDP for development of the subject lot. Because our review showed no restrictions prohibiting the development of Lot 7, it is our opinion that it is appropriate for the applicant to pursue a new CDP with the County.

Thank you for your consideration of this matter. Please call me at (805) 585-1800 if you have any questions.

Sincerely,

Barbara Carey

District Manager

cc: Josh Huntington, Los Angeles County DRP, Maya Saraf, Los Angeles DRP Steve Hudson, CCC Deputy Director; Deanna Christensen, CCC Planning Supervisor; Wesley Horn, CCC Analyst, Donald Reith