RECORDING REQUESTED BY:
Los Angeles County Regional Park and Open Space District

WHEN RECORDED MAIL TO:
Los Angeles County Regional Park and Open Space District
1000 S. Fremont Avenue, Unit #40 Building A-9 East, Ground Floor
Alhambra, CA 91803
Attn: Administration Section

DEED RESTRICTION

I. WHEREAS, _____
    [hereinafter referred to as "Owner(s)"] is/are recorded owner(s) of the real property
    described in Exhibit A, attached and incorporated herein by reference (hereinafter referred
    to as the "Property"); and

II. WHEREAS, _____ (hereinafter referred to as "Grantee"); and

III. WHEREAS, the Los Angeles County Regional Park and Open Space District (hereinafter
    referred to as the "District") is a public agency created and existing under the authority of
    Section 5506.9 et seq of the California Public Resources Code (hereinafter referred to as
    the "PRC"); and

IV. WHEREAS, Owner(s) (or Grantee) applied to the District for grant funds available
    pursuant to the _____ Grant Program for _____; and

V. WHEREAS, on _____ __, 20__ the District conditionally approved Grant No. ____-__-
    ____ (hereinafter referred to as "Grant") for _____ on the Property, subject
    to, among other conditions, recordation of this Deed Restriction on the Property; and

VI. WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the Grant
    would not be consistent with the public purposes of the District's Grant Program, Safe
    Neighborhood Parks Proposition of 19__ Section ___ et seq, and the funds that are the
    subject of the Grant could therefore not have been granted; and

VII. WHEREAS, Owner(s) has/ve elected to comply with the Deed Restriction of the Grant, so
    as to enable Owner(s) to receive the Grant funds and perform the work described in the
    grant.

    NOW, THEREFORE, in consideration of the award of the Grant funds by the District, the
    undersigned Owner(s) for himself/herself/themselves and for his/her/their heirs, assigns
    and successors-in-interest, hereby irrevocably covenant(s) with the District that the
    condition of the Grant (set forth at paragraphs 1 through 5 and in Exhibit B hereto) shall
    at all times on and after the date on which this Deed Restriction is recorded constitute for
    all purposes covenants, conditions, and restrictions on the use and enjoyment of the

Property that are here by attached to the deed of the Property as fully effective components thereof.

1. <u>DURATION.</u> This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all his/her/their assigns or successors-in-interest in perpetuity.

2. <u>TAXES AND ASSESSMENTS.</u> It is intended that this Deed Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, Section 8 of the California Constitution and b) Section 402(i) of the California Revenue and Taxation Code or successor statute. Furthermore, this Deed Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of Section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.

3. <u>RIGHT OF ENTRY.</u> The District or its agent or employees may enter onto the Property at times reasonably acceptable to Owner(s) to ascertain whether the use restrictions set forth above are being observed.

4. <u>REMEDIES.</u> Any act, conveyance, contract, or authorization by Owner(s) whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Deed Restriction will be deemed a violation and a breach hereof. The District may pursue any and all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction. In the event of a breach, any forbearance on the part of the District to enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding any subsequent breach.

5. <u>SEVERABILITY.</u> If any provision of these restrictions is held to be invalid, or for any reason becomes unenforceable, no other provision shall be affected or impaired.

Dated: _____ __, 20__

Signed: _____   Signed: _____

_____   _____
PRINT/TYPE NAME & TITLE OF ABOVE   PRINT/TYPE NAME & TITLE OF ABOVE
(GRANTEE'S AUTHORIZED REPRESENTATIVE)   (ADDITIONAL SIGNATURE, AS REQUIRED)

NOTARY ACKNOWLEDGEMENT ON NEXT PAGE