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Pages:
0012

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California

11/12/21 AT 08:00AM

FEES :	0.00
TAXES :	0.00
OTHER :	0.00
<hr/>	
PAID :	0.00



LEADSHEET



20211120120024

00021496682



012879100

SEQ:
01

SECURE - 8:00AM



THIS FORM IS NOT TO BE DUPLICATED

Accomo CSU

RECORDING REQUESTED BY
Chicago - SD
AND WHEN RECORDED MAIL TO:

Christopher C. Fowler
California State University
401 Golden Shore, 4th Fl.
Long Beach, CA 90802-4210

EXEMPT FROM RECORDING FEES AND DOCUMENT TRANSFER TAX:
PUBLIC AGENCY TRANSFER, GOV. CODE 27388.1

THIS SPACE ABOVE FOR RECORDER'S USE

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT ("Declaration") is made as of this November 4, 2021, by the Board of Trustees of the California State University, State of California acting in its higher education capacity, on behalf of CALIFORNIA STATE UNIVERSITY, LONG BEACH ("Declarant").

RECITALS

A. Declarant owns, operates and manages the California State University Long Beach campus, located on approximately 322 acres bounded by East Atherton Street on the north, North Bellflower Boulevard on the west, Palo Verde Avenue on the east, and East 7th Street on the south, in the City of Long Beach, County of Los Angeles, California ("Campus").

B. An area located in the northwestern portion of the Campus, generally bounded by Bouton Creek to the north, North Bellflower Boulevard to the west, Earl Warren Drive to the east, and Beach Drive to the south, is listed on the National Register of Historic Places and the Native American Heritage Commission's Sacred Lands Inventory, and is commonly referred to as Puvungna ("Puvungna"). Puvungna holds significance for several California Native American tribal groups and is actively used for tribal ceremonies and gatherings, including an annual Ancestor Walk pilgrimage and Bear Dance ceremony. Portions of Puvungna are located within the mapped boundary of a larger archeological site known by its trinomial designation CA-LAN-234/235, which is part of a larger district known as the Puvungna Indian Villages Sites, listed in 1974 on the National Register of Historic Places. The boundaries of the Puvungna National Register District were modified in 1982.

C. Located within the core of Puvungna is the area that is subject to this Declaration, and which is legally described on Exhibit "A" and depicted on Exhibit "B" attached hereto and incorporated herein ("Restricted Parcel"). The Restricted Parcel specifically excludes (i) the Earl Miller Japanese Garden, (ii) Campus Parking Lot G2, (iii) the area between the garden and the parking lot, (iv) the area bounded by the southern edge of Soil Placement Area 6, North Bellflower Boulevard, Beach Drive, and Earl Warren Drive; and (v) a 20-foot wide maintenance perimeter around the Restricted Parcel.

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

D. In recognition of the historic, cultural and religious significance of the Restricted Parcel to the Native American community, Declarant covenants (i) not to construct improvements on the Restricted Parcel, including for parking, classroom, administrative, retail or other similar purposes and (ii) to generally maintain the Restricted Parcel in its current condition, subject to certain soil stabilization activities described herein.

E. In the future, Declarant may seek to establish a permanent conservation easement over the Restricted Parcel pursuant to California Civil Code section 815 *et seq.* ("Conservation Easement"), at which time this Declaration may be terminated by Declarant as further set forth herein.

DECLARATION

NOW THEREFORE, in furtherance of the foregoing Recitals, Declarant hereby declares as follows:

1. Declaration of Restrictive Covenant. Declarant hereby establishes a restrictive covenant on, over, through, and across the Restricted Parcel ("Restrictive Covenant") upon which neither Declarant nor any future owner or lessee shall do any of the following:

1.1 Construct or install temporary or permanent structures or improvements, including for parking, classroom, administrative, retail or other similar purposes or perform other activities that require excavation, trenching or other disturbance of soils existing on the Restricted Parcel (except as permitted in Section 2.2 below);

1.2 Deposit soils, construction debris, or similar materials;

1.3 Install new landscaping, other than native plants requiring minimal irrigation and with minimally invasive root systems;

1.4 Use "Roundup" or other pesticides containing a substantially similar chemical composition;

1.5 Store construction materials, equipment or vehicles or conduct construction staging activities (excluding materials, equipment and vehicles associated with routine maintenance and management of the Restricted Parcel);

1.6 Permit passenger vehicle parking lot uses (excluding the occasional parking of vehicles associated with routine maintenance and management of the Restricted Parcel);

1.7 Permit motorcycling, dirt biking, mountain biking or other similar activities;

1.8 Permit the operation of heavy machinery (excluding the operation of machinery necessary to remove previously-deposited soil, as provided in Section 2.3);

1.9 Install improvements that restrict or prohibit access to California Native American tribes and affiliated interest groups desiring to use the Restricted Parcel for cultural, ceremonial or

religious purposes, provided such use is carried out in accordance with reasonable rules, regulations, policies and procedures that Declarant may establish.

2. Permitted Uses. Subject to compliance with the terms of Section 1 above, to the extent reasonably practicable, Declarant shall be permitted to do or allow the following uses on the Restricted Parcel ("Permitted Uses"):

2.1 Passive use by California Native American tribes and affiliated interest groups for cultural, ceremonial, religious, or tribal activities, provided such use is carried out in accordance with reasonable rules, regulations, policies and procedures that Declarant may establish.

2.2 Shape soils existing along the western edge of the Restricted Parcel, along Bellflower Boulevard, into an earthen berm to shield and protect the interior of the Restricted Parcel from adjacent roadways, and feather other soils deposited in 2019 to blend into the existing landscape. Any vehicles used to carry out such uses shall follow existing dirt roads within the Restricted Parcel for access, avoiding ceremonial areas and not driving in any areas not previously subject to traffic. In addition, vehicles used shall be limited to a small excavator (no larger than a compact Bobcat, S850 skid-steer loader, T870 compact track loader, or similar) or rubber- or turf-tired vehicles;

2.3 Remove any previously-deposited soil, Visqueen, or construction debris;

2.4 Perform necessary maintenance, including trash removal, weed abatement and other landscape maintenance. As reasonably required, machinery, equipment, and vehicles may be used to perform such activities. As reasonably required, excavation and other ground disturbance shall be permitted to remove diseased, dead or dying trees or perform similar activities. Roundup, however, may not be used.

2.5 Maintain above and below ground utilities. As reasonably required, excavation and other ground disturbance shall be permitted to maintain, repair and replace underground utilities currently existing on the Restricted Parcel.

2.6 Any acts undertaken to protect public health, safety or welfare, including during an emergency (e.g., fire trucks may access the Restricted Parcel to respond to a brush fire, notwithstanding the prohibition against the operation of heavy machinery).

2.7 Any other activities that are not prohibited pursuant to Section 1 above.

3. Existing Property Interests. This Declaration shall be subject to (i) existing matters of record affecting the Restricted Parcel, and (ii) any existing unrecorded interests affecting the Restricted Parcel that would be disclosed by an inspection of the property.

4. Conservation Easement. Declarant may establish a Conservation Easement on the Restricted Parcel. Declarant may terminate this Declaration upon the granting of a Conservation Easement to a qualified easement grantee, provided that the Conservation Easement does not contain terms that conflict with the Prohibited Uses and Permitted Uses established herein. Such Conservation Easement may provide for a third party to perform the Permitted Uses rather than Declarant.

5. Covenants Running with the Land. This Declaration is made for the direct benefit of and shall bind Declarant and its respective successors and assigns in interest with respect to the Restricted Parcel. The benefits and burdens of the restrictions contained in this Declaration shall run with the Restricted Parcel as covenants and equitable servitudes running with the land. Any person or party who now or hereafter owns or acquires any right, title or interest in or to any portion of the Restricted Parcel shall be conclusively deemed to have consented to and agreed to the restrictions contained herein, unless this Declaration has been terminated pursuant to Section 6 below.

6. Amendment/Termination. This Declaration may be terminated pursuant to Section 4 above. Otherwise, this Declaration may not be amended or terminated without the consent of the Board of Trustees of Declarant.

7. Mortgagee Protection. A violation of the provisions set forth herein shall not affect or impair the lien or charge of any bona fide mortgage or deed of trust made in good faith and for value on all or any portion of the Restricted Parcel, provided, however, that all persons and/or entities now or hereafter owning any interest in the Restricted Parcel shall be bound by the provisions set forth herein, without regard to whether such owner's title was acquired by foreclosure, a trustee's sale, a deed in lieu of foreclosure or otherwise.

8. Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any part of the Restricted Parcel to the general public, or for the general public or for any public purpose whatsoever, it being the intention of Declarant executing this Declaration that this Declaration shall be strictly limited to and for the purposes herein expressed.

9. Governing Laws. This Declaration shall be construed in accordance with the laws of the State of California.

10. Severability. Invalidation of any one or a portion of the provisions in this Declaration by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.


11. Recitals. The Recitals are incorporated herein by this reference.

Signatures on following page

IN WITNESS WHEREOF, the Declarant has executed this instrument the day and year first herein above written.

Declarant:

Board of Trustees of the California State University, State of
California acting in its higher education capacity, on behalf of
CALIFORNIA STATE UNIVERSITY, LONG BEACH

By: 
Its: ASSISTANT VICE CHANCELLOR, CPDC
Name: ELVIRA F. SAN JUAN

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

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

On November 4, 2021, before me, Regina R. Coston, a Notary Public, personally appeared Elnyra F. San Juan, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

Regina R. Coston

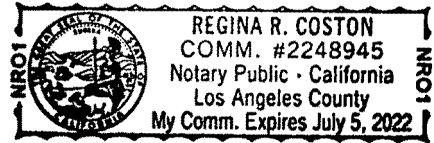


EXHIBIT A

Legal Description of Restricted Parcel

EXHIBIT A
RESTRICTED PARCEL EASEMENT

A PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 4 SOUTH, RANGE 12 WEST, RANCHO LOS ALAMITOS, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 34 AS SHOWN ON RECORD OF SURVEY, BOOK 85, PAGES 66-68, RECORDED IN THE OFFICE OF THE COUNTY RECORDER, OF SAID COUNTY;

THENCE NORTH 00° 05' 12" EAST, 523.66 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE NORTH 89° 48' 01" EAST, 38.96 FEET;

THENCE NORTH 30° 07' 46" EAST, 105.16 FEET;

THENCE NORTH 60° 52' 42" WEST, 295.23 FEET;

THENCE NORTH 30° 32' 18" EAST, 443.49 FEET;

THENCE NORTH 26° 33' 31" EAST, 322.89 FEET;

THENCE NORTH 30° 24' 07" EAST, 58.31 FEET;

THENCE NORTH 45° 27' 45" EAST, 42.49 FEET TO A POINT 20 FEET PERPENDICULAR TO THE SOUTHERLY LINE OF THE LOS ANGELES FLOOD CONTROL EASEMENT AS SHOWN ON SAID RECORD OF SURVEY;

THENCE FOLLWING ALONG SAID SOUTHERLY EASEMENT LINE, 20 FEET PERPENDICULAR, NORTH 58° 55' 56" WEST, 262.42 FEET;

THENCE NORTH 61° 48' 18" WEST, 51.58 FEET;

THENCE NORTH 67° 01' 43" WEST, 517.35 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, WITH A RADIUS OF 1632.83 FEET AND A RADIAL LINE TO SAID POINT WITH A BEARING OF NORTH 62° 39' 05" EAST;

THENCE SOUTHERLY ALONG SAID CURVE A DISTANCE OF 347.71 FEET THROUGH A CENTRAL ANGLE OF 12° 12' 04";

THENCE SOUTH 09° 58' 47" EAST, 495.90 FEET;

THENCE SOUTH 01° 08' 23" EAST, 536.52 FEET;

THENCE NORTH 89° 48' 01" EAST 260.83 FEET TO THE **TRUE POINT OF BEGINNING**.

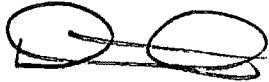
CONTAINING AN AREA OF 437,897 SQUARE FEET (10.053 ACRES) MORE OR LESS.

EXHIBIT A
(Continued)

SUBJECT TO EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, RIGHTS, RIGHTS-OF-WAY, AND OTHER MATTERS OF RECORD, IF ANY.

AS SHOWN ON PLAT ATTACHED HERETO AND BY THIS REFERENCE MADE PART HEREOF AS EXHIBIT B.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.



Davis Thresh, P.L.S. No. 6868
Expires: 09-30-2022

10/27/2021

Dated



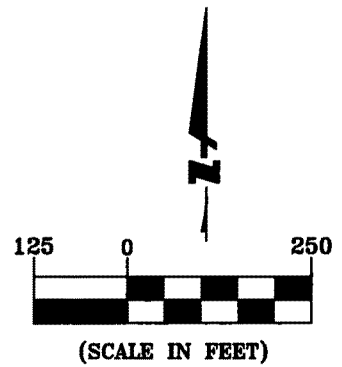
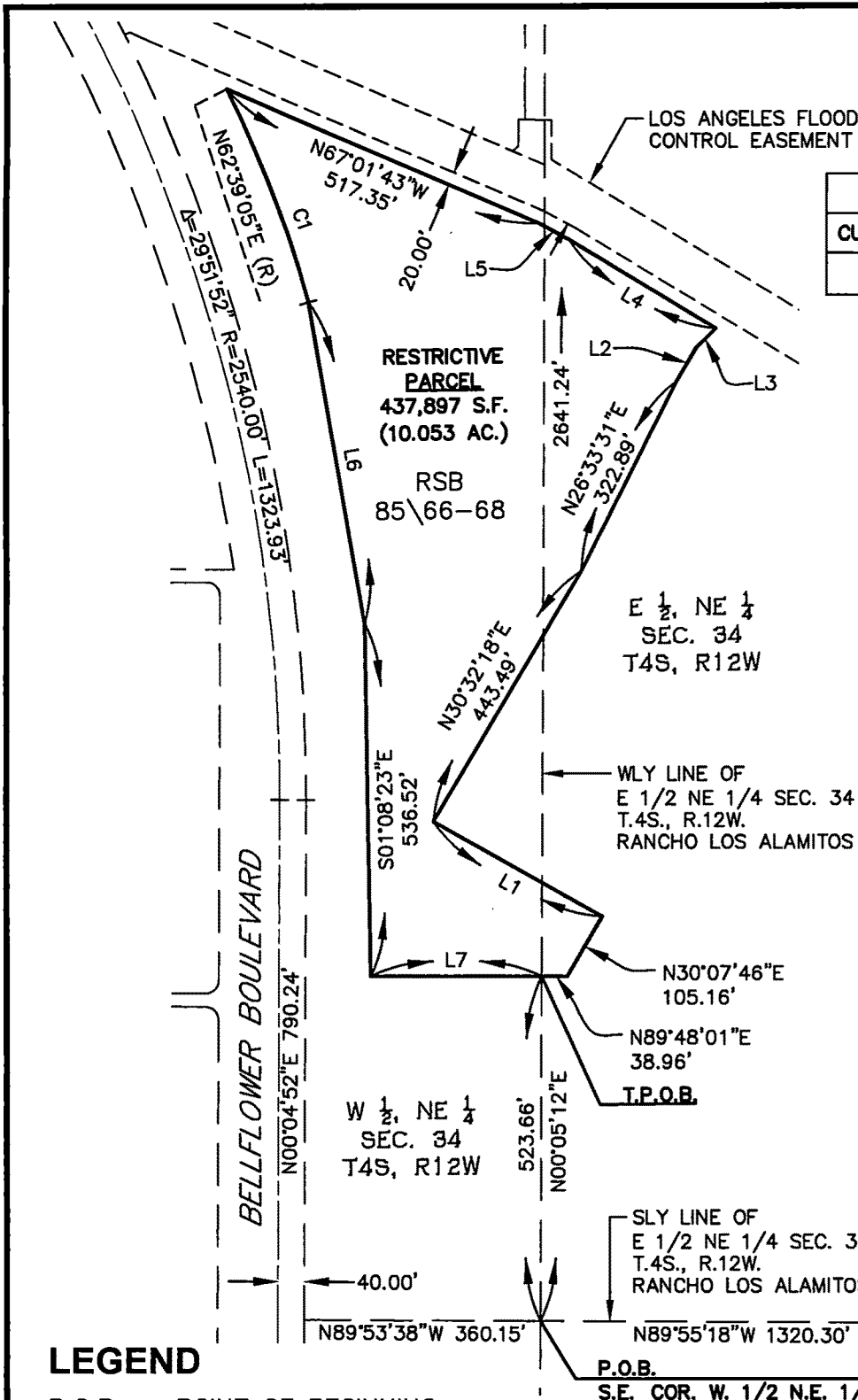
EXHIBIT B

Depiction of Restricted Parcel

NOTE: BEARINGS SHOWN
HEREON ARE PER RECORD
OF SURVEY 85/66-68

CURVE TABLE			
CURVE NO.	LENGTH	RADIUS	DELTA
C1	347.71	1632.83	012°12'04"

LINE TABLE		
LINE NO.	LENGTH	DIRECTION
L1	295.23	N60°52'42"W
L2	58.31	N30°24'07"E
L3	42.49	N45°27'45"E
L4	262.42	N58°55'56"W
L5	51.58	N61°48'18"W
L6	495.90	S09°58'47"E
L7	260.83	N89°48'01"E



LEGEND

- P.O.B. = POINT OF BEGINNING
- T.P.O.B. = TRUE POINT OF BEGINNING
- = CENTERLINE
- = EASEMENT LIMITS
- - - - = LOT LINE

PORTION OF APN: 7239-020-901
IN THE CITY OF LONG BEACH,
COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA.



4675 MACARTHUR COURT
SUITE 400
NEWPORT BEACH, CA 92660
949-526-8460
949-526-8499 (FAX)

Subject RESTRICTIVE PARCEL EASEMENT
Job No. 20201284
By TF Date 10/26/21 Chkd. NP
SHEET 1 OF 1