

Brock's Boathouse
Summary of the Rider to 1981 Grant Deed

Attached to and incorporated in the 1981 deed from the Inverness Foundation to the Richardsons (the Grantees) was the Rider to Grant Deed, consisting of Recitals and Agreement between the Inverness Foundation and the Grantees.

The Recitals in the Rider state (1) the desire of the Inverness Foundation to insure that the Property “shall remain as public open space and as a public recreation area and as part of the great ecological and aesthetic resources available to the people of Inverness and to the State of California.” and (2) the intent of the Inverness Foundation that for the “Brock Schreiber Boathouse,” which has been listed by the National Registry of Historic Places, the “integrity of that structure be maintained and preserved as part of the historic heritage of the Inverness community.”

The terms of the Agreement in the Rider are summarized as follows:

1. Rights and Restrictions. There are restrictions on the use of the Property related to parking, animals, signage, garbage, temporary structures, antennas, mining or drilling and radio or satellite transmissions.

2. Easements. An easement in perpetuity is granted to the Inverness Foundation so that the public shall have access to beach and water areas for public and recreational use.

3. Uses. Covenants by the Grantees that run with the land and are binding on the heirs, successor and assigns of the parties include the following:

(a) Use of the Property shall be limited to low intensity, non-residential uses either related to boat building, repair or rentals or considered appropriate and approved by the Inverness Foundation.

(b) The Grantees shall maintain the Property in a clean and orderly manner.

(c) Grantees shall comply with all applicable laws relating to the Property or use thereof including, without limitation, the obligation at Grantees' cost to alter, maintain or restore the Property in compliance and conformity with all laws relating to the condition, use or occupancy of the Property.

(d) The Inverness Foundation may invite the public to reasonable access to the beach and other scenic and recreational aspects of the Property. The owners shall do nothing to interfere with the natural beauty of the Property or the public enjoyment thereof except for effecting reasonable protections for

their own use and enjoyment of the Property and the operation of permitted uses thereon.

4. Destruction. In the event of destruction of all or a portion of the improvements on the Property, any replacement, repair or rebuilding shall be done in accordance with plans submitted to the Inverness Foundation as prescribed herein.

5. Improvements and Alterations. Grantees shall have the right, at their own expense, to make improvements on the Property (a) subject to the rights and restrictions contained in the Rider, which include details and procedures for prior approval by the Inverness Foundation of design and location of improvements and alterations, including approval of plans, specifications and time tables for completion and (b) in accordance with all applicable State, Federal and County regulations and requirements.

6. Preservation of Historic Appearance. Grantees acknowledge the exceptional historic and cultural significance of the Property and agree that the building will retain its historic appearance.

7. Estoppel Certificate. Within 30 days of a demand by the Grantees and payment of a reasonable fee, the Inverness Foundation shall deliver to the Grantees an estoppel certificate stating that to date (a) all work done on the Property by the Grantees complies with the Rider or (b) described work does not comply with the Rider for reasons that are detailed.

8. Successors in Interest. The covenants, conditions and restrictions contained in the Rider shall run with the land and shall inure to the benefit of and be binding on the parties or their successor, assigns or any person who may come into possession of all or a portion of the Property.