

8.03 If the District elects not to correct the destruction or damage, the City shall have the power, upon written notice to the escrow holder, to cancel this escrow and to terminate this contract and to recover any and all amounts paid to the escrow holder on the account of the purchase price of the property.

ARTICLE 9

FUTURE USE OF PROPERTY

The City agrees and promises that the future use of the property shall be restricted as follows:

9.01 Its use shall be in accordance with governing law.

9.02 Its use shall not be for any purpose other than parks, recreational, open space, educational, or other community purposes.

9.03 The Grant Deed attached as Exhibit "C" setting forth the restrictions in Paragraph 9.02 is approved by the City and the District. Both agree that if the Pier Avenue School should ever revert to the District or its successor in interest becomes the sole owner of the property, the District or its successor in interest shall be specifically bound by provisions set forth in Paragraph 9.02 above and the restrictions set forth in the Grant Deed. Both the City and the District agree to abide by and waive any right that they have which will by implication void the deed restriction referred to above.

9.04 The City and the District agree that in addition to the use of the property provided in Paragraphs 9.01, 9.02, and 9.03 the property may be used for other purposes for a period not exceeding three consecutive days at any one time and on the further condition that the city council make a finding that such particular use is of an advantage to the citizens of Hermosa Beach, except that the premises may not be committed for the purposes of an ongoing commercial enterprise which is