



DAVID E. JANSSEN  
Chief Administrative Officer

County of Los Angeles  
**CHIEF ADMINISTRATIVE OFFICE**  
REAL ESTATE DIVISION

222 South Hill Street, 3<sup>rd</sup> Floor • Los Angeles, California 90012  
(213) 974-4300  
<http://cao.co.la.ca.us>

April 27, 2004

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

Board of Supervisors  
GLORIA MOLINA  
First District

YVONNE BRATHWAITE BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

**RESOLUTION AND NOTICE OF INTENTION TO PURCHASE REAL  
PROPERTY UNINCORPORATED LOS ANGELES COUNTY  
LA SIERRA CANYON AREA, C.P. 77418  
(THIRD DISTRICT) (3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the acquisition of the above referenced property is categorically exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Adopt the enclosed Resolution and Notice of Intention to purchase 28.11 acres of unimproved real property located in the unincorporated La Sierra Canyon area of the Santa Monica Mountains for a purchase price of \$203,110.
3. Instruct the Executive Officer of the Board of Supervisors to carry out the necessary legal advertising pursuant to Government Code Section 25350.
4. Approve and instruct the Chairman to sign duplicate copies of the attached Purchase and Sale Agreement with the Mountains Recreation and Conservation Authority.

**IT IS FURTHER RECOMMENDED THAT, AT THE TIME OF CONSUMMATION, YOUR BOARD:**

1. Order the purchase consummated in accordance with Section 25350 of the Government Code.
2. Authorize the Chief Administrative Office (CAO) to execute any required documentation necessary to complete the transfer of title to the County of Los Angeles (County) and to accept the deed conveying title to the County.

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3. Authorize the Auditor-Controller to issue a warrant and to deposit funds in the amount of the purchase price into an escrow account with Chicago Title Company.
4. Approve and instruct the Chairman of the Board to sign the attached Agreement with the Mountains Restoration Trust (MRT) to manage the acquired property.
5. Request the Assessor to remove the subject real property from the tax roll effective upon the transfer of title.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended actions is to accomplish a transfer of title to 28.11 acres of unimproved real property (Assessor's parcels 2058-017-011 and 2058-017-016) located in the unincorporated La Sierra Canyon area of the Santa Monica Mountains from the Mountains Recreation and Conservation Authority (MRCA) to the County. The subject property is located entirely within a County-designated Significant Ecological Area. The proposed acquisition will preserve and protect undisturbed watershed and wetland which provides a unique wildlife habitat.

On December 17, 2002, your Board approved a resolution authorizing the Department of Parks and Recreation to submit an application for a \$300,000 grant from the State Habitat Conservation Fund (HCF) for this property acquisition. As a result, the State approved and awarded an HCF grant for this acquisition in the amount of \$210,500.

The MRCA has agreed to partner with the County to negotiate and pre-acquire the subject property for \$890,000 from the private owner, the James C. Hormel Trust. MRCA, in turn, will convey title to the County, because the State HCF grant requires that title may only be held by governmental entities. A double escrow will be established at Chicago Title Company in which the County will deposit its purchase price of \$203,110 into escrow, and MRCA will deposit \$200,000 from developer mitigation funds. In addition, MRCA will deposit \$486,890 plus escrow costs from funding granted to the Santa Monica Mountains Conservancy (SMMC) and sub-granted to MRCA from the Safe Neighborhood Parks Proposition of 1996. As a related item on today's agenda, the Regional Park and Open Space District is recommending that your Board add the proposed property acquisition to

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the approved list of SMMC projects and has estimated \$546,890 to cover its portion of the purchase price (\$486,890) plus \$60,000 for escrow fees and for reimbursement of MRCA's administrative and acquisition expenses to be handled outside of escrow.

The County does not have the personnel or funding necessary to manage this property. Instead, MRT, which possesses the requisite expertise and experience, has offered to manage the property as provided in the attached Management Agreement effective upon the transfer of title to the County.

#### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The proposed recommendations further the Board-approved County Strategic Plan Goal 1 (Service Excellence) and Goal 6 (Community Service) by enabling the preservation of open space and sensitive riparian and wildlife habitat, and by expanding passive recreational opportunities in Los Angeles County. Your Board's approval of these recommendations will also further Goal 4 (Fiscal Responsibility) through public/private partnership involving the State and its HCF grant program, MRCA, SMMC, MRT, and the County to accomplish the acquisition of this property and to provide for long-term property management at no County cost.

#### **FISCAL IMPACT/FINANCING**

The \$203,110 in monetary consideration to be paid to MRCA is solely from the \$210,500 of State HCF grant funds awarded to the County. The County's total project cost of \$210,500 also includes an estimated \$7,390 paid to the Department of Public Works (DPW) for review of title, legal description, and Phase I environmental site assessment. Sufficient funding is included in the Fiscal Year 2003-04 Capital Projects/Refurbishment Budget under C. P. No. 77418 for the acquisition and DPW services.

The acquisition will not result in any one-time or ongoing operating and maintenance costs for the Department of Parks and Recreation. As provided in the attached Management Agreement, MRT will assume all property management responsibility at its sole expense.

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### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The subject property, as shown on the attached map, contains 28.11 acres and is located on the west side of Mulholland Highway in the north-central portion of the Santa Monica Mountains between Seminole Hot Springs/Cornell on the north and Castro Peak on the south, and is bounded on all sides by undeveloped land in its natural state. The property is zoned A1-1 (agricultural), which allows development of one dwelling unit per acre.

The estimated fair market value of the property is \$1,050,000 as established by an outside appraisal. The HCF grant requires 50 percent matching from non-State sources. This requirement is satisfied with the use of Safe Neighborhood Parks Proposition and developer mitigation funding. As a part of MRCA's conveyance of title, MRCA will reserve a conservation easement to ensure that the property is preserved in its natural condition in perpetuity.

Under the attached Management Agreement, MRT will manage, operate, and maintain the property at its sole expense for a term of 55 years effective upon transfer of title to the County. Since MRT is providing property management services on a gratis basis, the standard contracting terms and conditions relating to liquidated damages and record retention and auditing have been waived. As such, the terms and conditions of this agreement are similar to that of other property management agreements entered into with MRT by your Board for other nearby open space properties owned by the County in the Santa Monica Mountains.

The Department of Parks and Recreation has reviewed and concurs with the recommended actions. The CAO, pursuant to Government Code Section 65402, has provided notification to the Regional Planning Department of the County's intent to purchase the subject property. DPW has reviewed and approved the preliminary title report issued by Chicago Title Company, who will insure title, and it has reviewed a Phase I environmental site assessment of the property and concurs with the consultant's conclusions that no further investigations of surface and subsurface conditions are warranted. County Counsel has approved all documents in this transaction, including the Resolution and Notice of Intention, Purchase and Sale Agreement, and property Management Agreement, as to form.

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### **ENVIRONMENTAL DOCUMENTATION**

This acquisition is categorically exempt from CEQA pursuant to Sections 15316 (a) and 15325 (a) of the State CEQA Guidelines and Classes 16 and 25 of the County's Environmental Document Reporting Procedures and Guidelines.

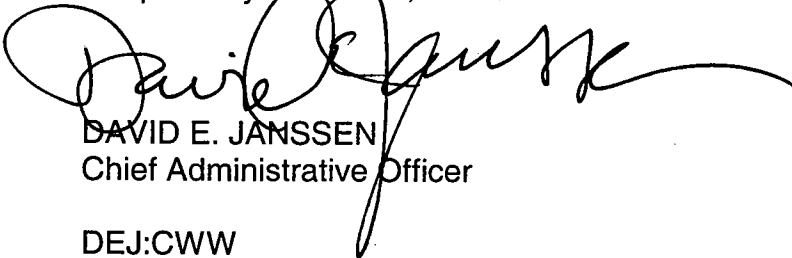
### **IMPACT ON CURRENT SERVICES OR PROJECTS**

The recommended actions will serve to increase passive recreational opportunities for the public and will have no impact on any other current County services or projects.

### **CONCLUSION**

It is requested that the Executive Officer of the Board of Supervisors return duplicate conformed copies of the adopted Board letter and two certified copies of the Minute Order to the CAO for further processing.

Respectfully submitted,



DAVID E. JANSSEN  
Chief Administrative Officer

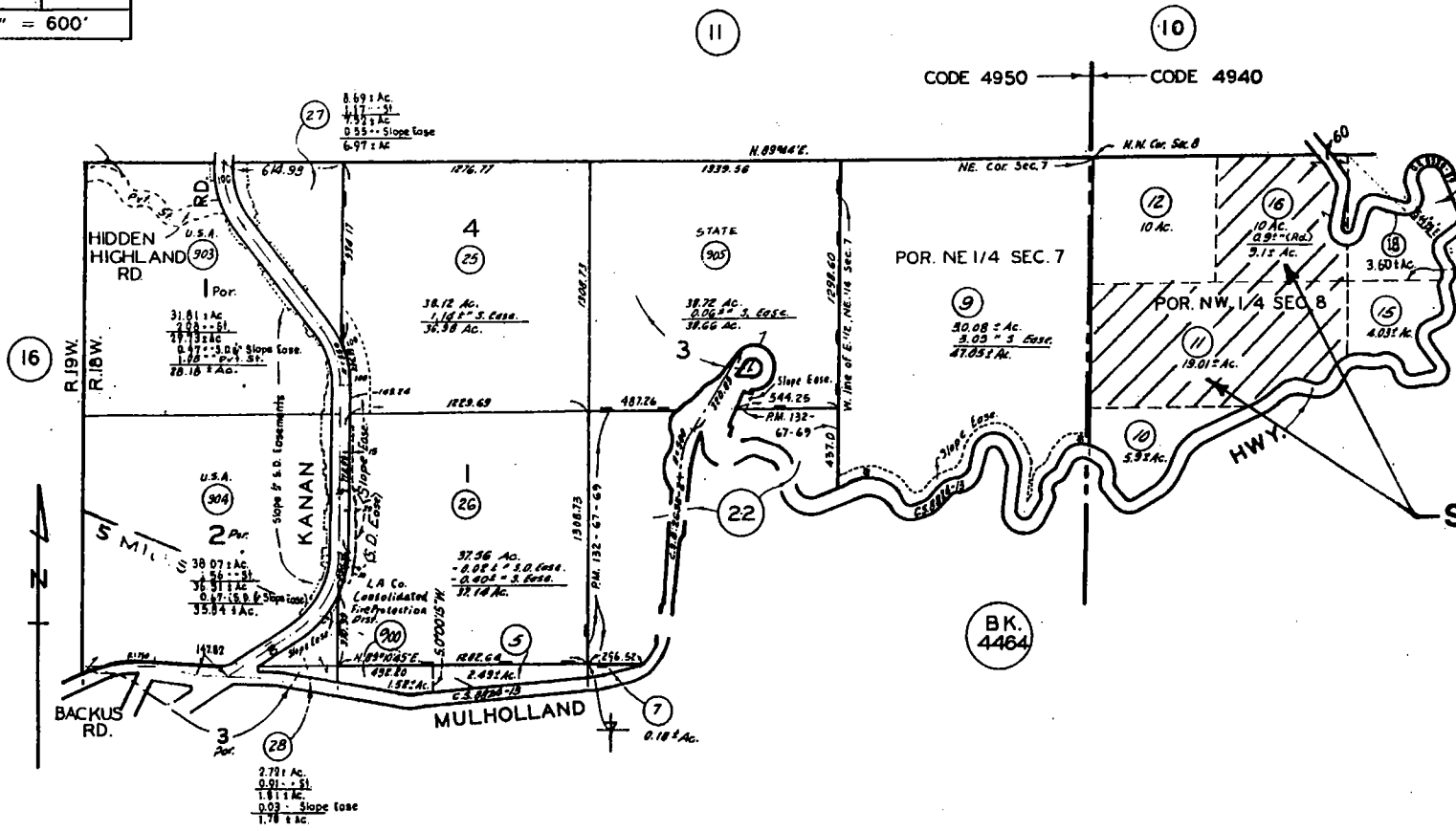
DEJ:CWW  
DS:pe

Attachments (4)

c: County Counsel  
Auditor-Controller  
Department of Parks and Recreation  
Assessor  
LaSierraCyn.b

2058 17

SCALE 1" = 600'



CODE  
4940  
4950

T.1S., R.18W.

PARCEL MAP  
P.M. 61-72-73

FOR PREV. ASSM'T. SEE:  
2058-17  
4464-9

**RESOLUTION AND NOTICE OF INTENTION**  
**TO PURCHASE REAL PROEPRTY**

NOTICE IS HEREBY GIVEN that it is the intention of the Board of Supervisors of the County of Los Angeles, State of California to purchase 28.11 acres of unimproved land located in the unincorporated La Sierra Canyon area of the Santa Monica Mountains in the County of Los Angeles, State of California as legally described on the attached Exhibit "A" for the sum of TWO HUNDRED THREE THOUSAND ONE HUNDRED TEN DOLLARS (\$203,110) from the fee simple owner, the Mountains Recreation and Conservation Authority, a joint powers authority, excepting and reserving therefrom a Conservation Easement.

NOTICE IS HEREBY GIVEN that the purchase of real property will be consummated by the Board of Supervisors of the County of Los Angeles, State of California, on the \_\_\_\_ day of \_\_\_\_\_, 2004, at 9:30 a.m. in the Hearing Room of the Board of Supervisors, Room 381, Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California 90012. No obligation will arise against the County and in favor of the Seller with respect to the purchase of the property described herein until the Board of Supervisors approves the purchase on the named consummation date.

The foregoing Resolution was adopted on the \_\_\_\_ day of \_\_\_\_\_, 2004, by the Board of Supervisors of the County of Los Angeles, State of California.

VIOLET VARONA-LUKENS, Executive Officer  
Clerk of the Board of Supervisors

By \_\_\_\_\_

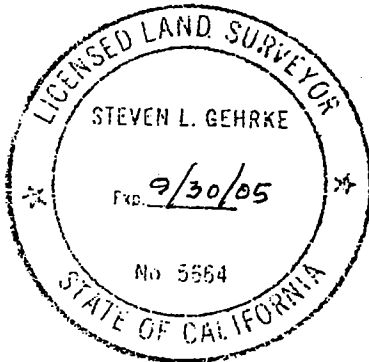
APPROVED AS TO FORM  
COUNTY COUNSEL

LA SIERRA CANYON (1)  
Parcel 1PP  
APN 2058-017-011 and 016  
T.G. 587 F/5  
I.M. 144-037  
Third District  
PCA M04D248601

**EXHIBIT "A"**

Those certain parcels of land in the northwest quarter of the northwest quarter of Section 8, Township 1 South, Range 18 West, S.B.M., described as Parcels 1, 2, and 3 in Deed recorded July 9, 1986, in Document No. 86-962040, of Official Records, in the office of the Recorder of Los Angeles County.

Containing: 28.1± Acres



APPROVED AS TO DESCRIPTION  
APRIL 12, 20 04  
COUNTY OF LOS ANGELES  
BY [Signature]  
LAND SURVEYOR  
Mapping & Property Management Division

CEH:ayc  
P5/LDCEH7



## **AGREEMENT OF PURCHASE AND SALE**

THIS AGREEMENT OF PURCHASE AND SALE ("Agreement"), made this \_\_\_\_\_ day of \_\_\_\_\_, 2004 between the MOUNTAINS RECREATION AND CONSERVATION AUTHORITY, a joint powers entity established pursuant to Government Code Section 6500, et seq. ("Seller") and COUNTY OF LOS ANGELES, a body corporate and politic ("Buyer").

### **RECITALS**

A. Seller intends to purchase for resale to Buyer that certain vacant unimproved real property in the La Sierra Canyon watershed located in the unincorporated north-central portions of the Santa Monica Mountains between Seminole Hot Springs/Cornell on the north and Castro Peak on the south, in the County of Los Angeles, State of California, as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

B. The Property consists of approximately 28.11 acres identified as Assessor's Parcel Numbers 2058-017-011 and 2058-017-016 fronting on Mulholland Highway and is currently owned by the James C. Hormel Trust, ("Hormel") that has agreed to sell the Property to Seller.

C. Prior to the conveyance of the Property from Seller to Buyer, Seller shall cause to be recorded a conservation easement. Buyer desires to purchase the Property from Seller, and Seller is willing to sell the property to Buyer on the terms and conditions set forth in this Agreement.

### **AGREEMENT**

The terms and conditions of this Agreement are as follows:

1. Purchase and Sale. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property upon the terms and conditions herein set forth.

2. Purchase Price. The "Purchase Price" for the Property shall be Two Hundred Three Thousand One Hundred Ten Dollars and 00/100 (\$203,110.00).

3. Payment of Purchase Price. Buyer shall pay the Purchase Price for the Property by delivering such Purchase Price into Escrow prior to the "Closing" (as defined in paragraph 9), and as provided for in this Agreement, the Purchase Price shall fund in part the purchase of the Property from Hormel, in accordance with the escrow instructions in paragraph 7 hereof.

4. Form of Grant Deed. Fee simple absolute title to the Property shall be conveyed by Seller to Buyer in the form of a grant deed approved by Buyer and

deposited into escrow by Seller duly executed and acknowledged by Seller, subject only to matters of record shown in paragraph 5.02 below and reserving unto Seller a Conservation Easement as set forth in the Reservation of Conservation Easement attached hereto as Exhibit "B" to be attached to the grant deed as its exhibit B ("Grant Deed").

5. Contingencies. Completion of the transaction contemplated by this Agreement is contingent upon:

5.01 Approval of Purchase and Sale. The Buyer's Board of Supervisors approving the purchase and sale of the Property at a duly noticed public hearing.

5.02 Condition of Title to Transfer Property. Seller shall cause the conveyance of good and marketable fee simple absolute title to the Property to the Buyer as evidenced by a C.L.T.A. Standard Coverage Form Policy of Title Insurance ("Title Policy") issued by Chicago Title Company (the "Title Company") in an amount equal to the value of the purchase price. The Title Policy shall be issued excepting only those matters of record shown as items 5 through 13 on the preliminary title report dated January 28, 2004, Order no. 41034511x64, issued by Chicago Title Company.

5.03 Habitat Conservation Grant Funds. The availability of Habitat Conservation Grant Funds pursuant to Proposition 117 (1990) is a condition precedent to the purchase and sale of the Property.

6. Non-Satisfaction of Contingencies. Upon non-satisfaction of any one of the above Contingencies, Buyer may either allow Seller a thirty (30) day opportunity to cure or terminate the transaction by notice to Seller of such termination. By mutual written agreement the parties may extend the period within which Seller is required to cure a non-satisfaction. If the Agreement is terminated as set forth herein, neither of the parties thereafter shall have any liability to the other except as expressly provided for in this Agreement.

7. Escrow. Within ten (10) days after the execution of this Agreement by all parties, the parties shall open an escrow with Chicago Title Company, 131 North El Molino Avenue, Suite 150, Pasadena, California 91101, (the "Escrow Holder") selected by Seller and Buyer for the purpose of consummating the purchase and sale of the Property. This Agreement shall constitute escrow instructions to Escrow Holder, together with the General Provisions of Escrow Holder attached hereto as Exhibit "C" and incorporated herein by reference.

7.01 The parties shall execute and deliver to Escrow Holder, within five (5) business days of receipt, such additional escrow instructions prepared by Escrow Holder as may be required to consummate the transaction

contemplated by this Agreement. Any such instructions shall not conflict with, amend, or supersede any provisions of this Agreement. If there is any inconsistency between such instructions and this Agreement, this Agreement shall control unless the parties expressly agree, in writing, otherwise.

7.02 Escrow Holder is authorized to:

7.02.01 Establish a double escrow, the first escrow between James C. Hormel, Trustee, as the current owner of the Property, as seller, and the Mountains Recreation and Conservation Authority (MRCA) as the purchaser ("First Escrow"), and the second escrow between MRCA as the seller and the County of Los Angeles (County) as the purchaser ("Second Escrow"): The escrows will close concurrently when all conditions to closing set forth in paragraph 8, including the contingencies listed in paragraph 5 hereof, have been satisfied.

7.02.02 Transfer the Purchase Price deposited in the Second Escrow by Buyer into the First Escrow for the account of MRCA when all conditions to closing of the Second Escrow have been met and all conditions of the First Escrow, except the funding of the amount of \$203,110 by MRCA, have been met.

7.02.03 As to the Second Escrow, require that any funds MRCA deposits into escrow be held in an interest bearing account for the benefit of MRCA;

7.02.04 As to the Second Escrow, require that any funds MRCA deposits into escrow cannot serve as liquidated damages except upon a default by MRCA for conditions within its control;

7.02.05 As to the Second Escrow, require that the availability of Habitat Conservation Grant Funds pursuant to Proposition 117 (1990) is a condition precedent to the escrow closing; 7.02.06 In the Second Escrow, pay, and charge Seller, for any delinquent taxes, and penalties and interest thereon, and for any delinquent or nondelinquent assessments or bonds against the Property, except those which title is to be taken subject to and in accordance with the terms of this Agreement;

7.02.0 6 In the Second Escrow, pay, and charge Seller, for any amounts necessary to place the title in the condition necessary to enable conveyance pursuant to this Agreement; including title insurance, documentary transfer tax, all of the escrow fees and recording fees;

7.02.0 7 In the Second Escrow, prorate all real property taxes, if any, which are a lien and/or unpaid as of the close of Escrow according to the

formula adopted by the Los Angeles County Assessor's Office and deduct Seller's portion from Seller's proceeds. The tax amount withheld will be made payable to the County Auditor-Controller's Office following the Closing. Any taxes which have been prepaid by Seller shall not be prorated, but Seller shall have the sole right, after Closing, to apply to the Los Angeles County Treasurer for refund of the taxes attributable to the period after acquisition pursuant to the Revenue and Taxation Code Section 5096.7;

7.02.8 When conditions of the Second Escrow have been fulfilled by Buyer and Seller: (1) disburse the Purchase Price into the First Escrow, less prorations and Seller's expenses; (2) record documents of conveyance, including the Conservation Easement; (3) deliver to Buyer and Seller copies of the Escrow closing statements; and (4) deliver to Buyer and Seller any items or documents given to Escrow Holder to hold for Buyer and/or Seller.

#### 8. Conditions to Closing.

8.01 Buyer's obligation to consummate the transaction in the Second Escrow is conditioned upon: (i) Satisfaction of the Contingencies contained in Section 5; (ii) Seller's delivery of the Grant Deed to Escrow Holder and the recordation thereof in the Official Records of Los Angeles County ("Official Records"); (iii) Seller's representations, warranties and covenants shall be true and correct as of Closing; and (iv) Title Company's irrevocable commitment to issue the Title Policy. Upon non-satisfaction of any one of the above conditions, Buyer may either allow Seller an opportunity to cure or terminate the transaction by notice to Seller and Escrow Holder of such termination. If this transaction is terminated as set forth herein, neither of the parties thereafter shall have any liability to the other except as expressly provided for in this Agreement

8.02 Seller's obligation to consummate the transaction contemplated in the Second Escrow is conditioned upon: (i) the Board of Supervisors approving the purchase of the Property; (ii) the availability of Habitat Conservation Grant Funds provided pursuant to Proposition 117 and (iii) Buyer's deposit of the Purchase Price into the Second Escrow no later than ten (10) business days after approval of the purchase and sale by the Board of Supervisors. After non-satisfaction by Buyer of one of the above conditions Seller may either waive the time limitation set forth therein or terminate the transaction by notice to Buyer of such termination. If this transaction is terminated as set forth herein, neither of the parties thereafter shall have any liability to the other except as expressly provided for in this Agreement. If Seller does not object to Buyer's non-satisfaction of said conditions, they shall be deemed satisfied as of the Closing.

9. Closing. For the purposes of this Agreement, the "Closing" shall be defined as the recordation of the Grant Deed in the Official Records and the issuance of the Title Policy. The date upon which the Closing occurs is the "Closing Date". The parties agree to use their best efforts to effect the Closing within a reasonable period of time. The parties may agree in writing to extensions of the Closing if such extensions appear to either party to be necessary. If the Closing does not occur within a reasonable period of time or by any date agreed to by the parties in writing, either party, who is not then in default, may cancel this Agreement by delivering written notice of such cancellation to the other party and to Escrow Holder before Closing occurs. Neither of the parties thereafter shall have any liability to the other except as expressly provided for in this Agreement.

10. Possession. Buyer shall be entitled to the exclusive right of occupancy to the Property, subject to the Reservation of Conservation Easement, as of the Closing. On or before the Closing, Seller shall provide keys or other means to operate all locks and alarms on the Property. Any personal property remaining after the vacation of the Property by Seller will be deemed abandoned.

11. Loss by Fire or Other Casualty. Seller shall maintain fire and casualty insurance on the Property in full force until the Closing. In the event that, prior to Closing, the Property or any part thereof, is destroyed or damaged, and the cost of repair or cure is \$10,000 or less, Seller shall repair or cure the loss to the satisfaction of Buyer prior to Closing. If the cost of repair or cure is more than \$10,000, Buyer shall have the right, exercisable by giving notice of such decision to Seller within fifteen (15) days after receiving written notice of such damage or destruction, to terminate this Agreement. If Buyer elects to move forward with the sales transaction, Seller shall repair or cure the loss to the satisfaction of Buyer prior to Closing. If Seller fails to repair or cure the loss, in whole or in part, any proceeds of insurance paid or payable to Seller by reason of such damage or destruction shall be paid or assigned to Buyer.

12. Maintenance of the Property. Between the Seller's execution of this Agreement and the Closing, Seller shall maintain the Property in good order, condition and repair, subject to Section 11.

13. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested or by Express Mail or Federal Express to the following address:

To Seller:

Reva Feldman, Chief Operating Officer  
Mountains Recreation and Conservation Authority  
570 West Ave 26,  
Los Angeles, CA 90265

To Buyer:  
County of Los Angeles  
Chief Administrative Office  
Real Estate Division  
500 West Temple Street, Room 754  
Los Angeles, California 90012

Notice shall be deemed given two (2) business days after deposit with a carrier as specified above. Notice of change of address shall be given by written notice in the manner detailed in this Section.

14. Brokers. Buyer and Seller mutually represent and warrant to each other that no broker or finder has been engaged in connection with the transaction contemplated by this Agreement. Buyer and Seller shall each indemnify the other from any claims of brokers, agents or finders, licensed or otherwise, claiming through, under or by reason of the conduct of the indemnifying party with respect to this transaction.

15. Seller's Representations and Warranties. In consideration of Buyer entering into this Agreement and as an inducement to Buyer to purchase the Property, Seller makes the following representations and warranties, each of which is material and is being relied upon by Buyer and the truth and accuracy of which shall constitute a condition precedent to Buyer's obligations hereunder. Each of the following representations and warranties shall be deemed to have been remade as of the Closing.

15.01 Power. Seller has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby.

15.02 Requisite Action. All requisite action has been taken by Seller in connection with entering into this Agreement and the instruments referenced herein, and, by the Closing, all such necessary action will have been taken to authorize the consummation of this transaction. By the Closing, no additional consent of any person or entity, judicial or administrative body, governmental authority or other party shall be required for Seller to consummate this transaction.

15.03 Individual Authority. The individuals executing this Agreement and the instruments reference herein on behalf of Seller have the legal power, right and actual authority to bind Seller to the terms and conditions hereof and thereof.

15.04 Validity. This Agreement and all documents required hereby to be executed by Seller are and shall be valid, legally binding obligations of and enforceable against Seller in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the right of contracting parties generally.

15.05 Violations. Seller has no present actual knowledge of any outstanding, uncured, written notice or citation from applicable governmental authorities of violation of any applicable codes, environmental zoning and land use laws, subdivision laws, and other applicable federal, state and local laws, regulations and ordinances, including, but not limited to, those relating to environmental conditions, hazardous materials or wastes, toxic materials or wastes or other similar materials or wastes.

15.06 Litigation. Seller has no present actual knowledge of any litigation pending or threatened against Seller on any basis therefor that arises out of the ownership of the Property or that might detrimentally affect the Property or adversely affect the ability of Seller to perform its obligations under this Agreement.

16. Buyer's Representations and Warranties. In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Property, Buyer makes the following representations and warranties, each of which is material and is being relied upon by Seller and the truth and accuracy of which shall constitute a condition precedent to Seller's obligations hereunder. Each of the following representations and warranties shall be deemed to have been remade as of the Closing.

16.01 Power. Buyer has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby.

16.02 Requisite Action. All requisite action has been taken by Buyer in connection with entering into this Agreement and the instruments referenced herein, and, by the Closing, all such necessary action will have been taken to authorize the consummation of this transaction. By the Closing, no additional consent of any person or entity, judicial or administrative body, governmental authority or other party shall be required for Buyer to consummate this transaction.

16.03 Individual Authority. The individuals executing this Agreement and the instruments reference herein on behalf of Buyer have the legal power, right and actual authority to bind Buyer to the terms and conditions hereof and thereof.

16.04 Validity. This Agreement and all documents required hereby to be executed by Buyer are and shall be valid, legally binding obligations of and enforceable against Buyer in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the right of contracting parties generally.

17. Inspection of the Site.

17.01 Seller agrees to provide Buyer and/or Buyer's employees, representatives and agents with access to the Property, upon reasonable notice, to conduct any inspections Buyer deems appropriate at any time prior to the Closing.

17.02 Buyer shall not engage in any destructive testing during any inspection of the Property, without the written consent of Seller.

18. Condition of Property. Buyer acknowledges that neither Seller, its agents, employees nor its other representatives have made any representations or warranties to Buyer regarding any matter relating to the Property, except as set forth in Section 15, including but not limited to the Property's condition, fitness, environmental conditions, adequacy of design, suitability for a particular purpose, the effect of zoning and other applicable laws, regulations and governmental rulings, or the accuracy, completeness or relevance of any materials or information regarding the Property provided by Seller. Buyer agrees that Buyer is relying exclusively on Buyer's own independent investigation of all such matters.

19. Indemnity. Seller shall defend, indemnify, and hold Buyer and its elected and appointed officers, agents and employees free and harmless from and against any and all liabilities, damages, claims, costs and expenses (including without limitation, attorneys' fees, legal expenses and consultants' fees) related to or arising in whole or in part from the removal, eviction, vacation, or relocation of any occupant(s) of the Property, residing thereat at any time prior to the Closing.

20. Survival of Covenants. The covenants, indemnities, agreements, representations and warranties made herein are intended to survive the Closing and recordation and delivery of the Grant Deed conveying the Property to Buyer.

21. Required Actions of Buyer and Seller. Buyer and Seller agree to execute all such instruments and documents and to take all actions pursuant to the provisions hereof in order to consummate this transaction and shall use their best efforts to effect the Closing in accordance with the provisions hereof.

22. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and no addition or modification of any term or provision shall be effective unless set forth in writing, signed by both Seller and Buyer.



23. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Agreement.

24. California Law. This Agreement shall be construed in accordance with the laws of the State of California.

25. Waivers. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.

26. Captions. The captions and the section and subsection numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Agreement nor in any way affect this Agreement.

27. Interpretation. Unless the context of this Agreement clearly requires otherwise, (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

28. Severability. Nothing contained herein shall be construed as to require the commission of any act contrary to law, and wherever there is a conflict between any provision contained herein and any present or future statute, law, ordinance or regulation, the latter shall prevail, but the affected provisions of the Agreement shall be limited only to the extent necessary to bring them within the requirements of such law.

29. Delegation of Authority. Buyer hereby delegates to its Chief Administrative Officer or his designee, the authority to issue any and all approvals required by this Agreement and to execute any and all instruments necessary to consummate this transaction.

30. Binding Effect. The provisions of this Agreement shall be binding upon the parties hereto and their respective successors-in-interest.

31. No Presumption Re: Drafter. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

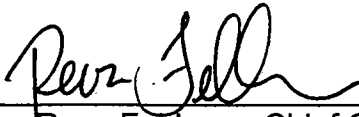
32. Assistance of Counsel. Each party hereto either had the assistance of counsel or had counsel available to it, in the negotiation for, and the execution of, this Agreement, and all related documents.

IN WITNESS WHEREOF, Seller has executed this Agreement or caused it to be duly executed and Buyer by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Clerk the day, month, and year first above written.

BUYER

SELLER

By \_\_\_\_\_  
Chairman, Board of Supervisors  
Officer

By  \_\_\_\_\_  
Reva Feldman, Chief Operating  
Mountains Recreation and  
Conservation Authority


ATTEST:

VIOLET VARONA-LUKENS  
Executive Officer of the  
Board of Supervisors

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

County Counsel

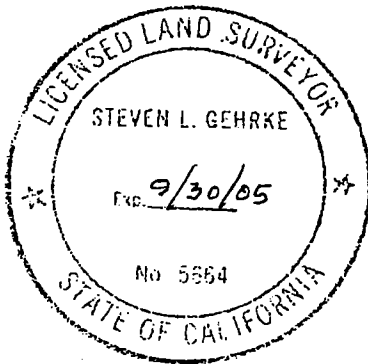
By  \_\_\_\_\_  
Deputy

LA SIERRA CANYON (1)  
Parcel 1PP  
APN 2058-017-011 and 016  
T.G. 587 F/5  
I.M. 144-037  
Third District  
PCA M04D248601

**EXHIBIT "A"**

Those certain parcels of land in the northwest quarter of the northwest quarter of Section 8, Township 1 South, Range 18 West, S.B.M., described as Parcels 1, 2, and 3 in Deed recorded July 9, 1986, in Document No. 86-962040, of Official Records, in the office of the Recorder of Los Angeles County.

Containing: 28.1± Acres



APPROVED AS TO DESCRIPTION  
APRIL 12, 20 04  
COUNTY OF LOS ANGELES  
BY [Signature]  
LAND SURVEYOR  
Mapping & Property Management Division

CEH:ayc  
P5/LDCEH7

## EXHIBIT B

### RESERVATION OF CONSERVATION EASEMENT

#### RECITALS

A. MOUNTAINS RECREATION AND CONSERVATION AUTHORITY, a joint powers authority ("Grantor") is the owner of certain real property (the "Property") located in the County of Los Angeles, State of California, and more particularly described and depicted on Exhibit "A" to the Grant Deed to which this Reservation of Conservation Easement is attached, and incorporated herein by this reference.

B. Concurrently herewith, Grantor is conveying title to the Property to the COUNTY OF LOS ANGELES ("Grantee").

C. Grantor desires to reserve from its grant of said Property to Grantee a Conservation Easement in perpetuity over the Property for the purposes and under the terms and conditions set forth hereinbelow.

NOW THEREFORE, in consideration of the above recitals and the mutual covenants, terms, conditions, and restrictions herein, and pursuant to California law, including Civil Code Section 815, et seq., Grantor hereby reserves a conservation easement in perpetuity over the Property, and by acceptance of the Grant Deed to which this is attached Grantee agrees, as follows:

1. Purpose. The purpose of this Conservation Easement is to ensure the Property will be retained in perpetuity in a natural condition and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property. Grantor intends that this Conservation Easement will confine the use of the Property to such activities, including without limitation, those involving the preservation and enhancement of native species and their habitat in a manner consistent with the habitat conservation purposes of this Conservation Easement.

2. Grantor's Rights. To accomplish the purposes of this Conservation Easement, Grantor hereby reserves the following rights by this Grant of Conservation Easement:

(a) To preserve and protect the conservation values of the Property;

(b) To enter upon the Property at reasonable times in order to monitor Grantee's compliance with and to otherwise enforce the terms of this Conservation Easement and for scientific research and interpretive purposes by Grantee or its designees, provided that Grantor shall not unreasonably interfere with Grantee's use and quiet enjoyment of the Property;

(c) To prevent any activity on or use of the Property that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features of the Property that may be damaged by any act, failure to act, or any use that is inconsistent with the purposes of this Conservation Easement;

(d) All mineral, air and water rights necessary to protect and to sustain the biological resources of the Property;

(e) To allow scenic enjoyment of the Property by Grantee, including but not limited to the development of hiking trails and ancillary thereto, including but not limited to installation or construction of trails, trail heads, restroom facilities and parking; and

(f) All present and future development rights.

3. Prohibited Uses. With the exception of those improvements specified in Paragraphs 2(e), 7 and 8 hereof, any activity on or use of the Property inconsistent with the purposes of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following uses by Grantee, Grantee's agents, and third parties, are expressly prohibited:

(a) Unseasonal watering, use of dangerous herbicides, such as Triox, Malathion and Agent Orange, rodenticides, or weed abatement activities, incompatible fire protection activities and any and all other uses which may adversely affect the purposes of this Conservation Easement;

(b) Use of off road vehicles;

(c) Grazing or surface entry for exploration or extraction of minerals;

(d) Except as specifically permitted herein, the erecting of any building, billboard, radio or telephone towers or sign, with the exception of signs regarding trail use, safety issues and hours of operation, and identification of County ownership to read: "This Property is Owned by the Los Angeles County Department of Parks and Recreation and Operated and Managed by Mountains Restoration Trust;

(e) Depositing of soil, trash, ashes, garbage, waste, bio-solids or any other material;

(f) Excavating, dredging or removing of loam, gravel, soil, rock, sand or other material;

(g) Otherwise altering the general topography of the Property, including building of roads;

(h) Removing, destroying, or cutting of trees, shrubs, non-native plants, or other vegetation, except as required by law for (1) fire breaks, (2) prevention of landslides, (3) maintenance of existing foot trails or roads, or (4) prevention of treatment of disease.

4. Grantee's Duties. Grantee shall undertake all reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the conservation values of the Property. In addition, Grantee shall undertake all necessary actions to perfect Grantor's rights under Section 2 of this Conservation Easement, including but not limited, Grantor's water rights.

5. Grantee's Rights. Grantee and to its successors, and assigns, shall have all rights accruing from its ownership of the Property, including the right to engage in or to permit or invite others to engage in all uses of the Property that are consistent with the purposes of this Conservation Easement, including but not limited to those set forth in paragraph 2(e) hereof.

6. Grantor's Remedies. If Grantor determines that Grantee is in violation of the terms of this Conservation Easement or that a violation is threatened, Grantor shall give written notice to Grantee of such violation and demand in writing the cure of such violation. If Grantee fails to cure the violation within fifteen (15) days after receipt of said written notice and demand from Grantor, or said cure reasonably requires more than fifteen (15) days to complete and Grantee fails to begin to cure within the fifteen (15) day period or fails to continue diligently to complete the cure, Grantor may bring an action at law or in equity in a court of competent jurisdiction to enforce compliance by Grantee with the terms of this Conservation Easement, to recover any damages to which Grantor may be entitled for violation by Grantee of the terms of this Conservation Easement, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies, or for other equitable relief, including, but not limited to, the restoration of the Property to the condition in which it existed prior to any such violation or injury. Without limiting Grantee's liability therefor, Grantor may apply any damages recovered to the cost of undertaking any corrective action on the Property.

If Grantor, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, Grantor may pursue its remedies under this paragraph without prior notice to Grantee or without waiting for the period provided for cure to expire. Grantor's rights under this paragraph apply equally to actual or threatened violations of the terms of this Conservation Easement.

Grantee agrees that Grantor's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantor shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantor may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of providing either actual damages or the inadequacy of otherwise available legal remedies. Grantor's remedies described in this section shall cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited, the remedies set forth in Civil Code Section 815, et seq., inclusive.

If at any time in the future Grantee or any subsequent transferee uses or threatens to use such lands for purposes inconsistent with this Conservation Easement, notwithstanding Civil Code Section 815.7, the California Attorney General or any entity or individual with a justiciable interest in this preservation of this Conservation Easement has standing as interested parties in any proceeding affecting this Conservation Easement.

6.1 Costs of Enforcement. Any costs incurred by Grantor in enforcing the terms of this Conservation Easement against Grantee, including, but not limited to, costs of suit and attorneys' fees, and any costs of restoration necessitated by Grantee's violation or negligence under the terms of this Conservation Easement shall be borne by Grantee.

6.2 Grantor's Discretion. Enforcement of the terms of this Conservation Easement by Grantor shall be at the discretion of Grantor, and any forbearance by Grantor to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement by Grantor shall be deemed or construed to be a waiver by Grantor of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of Grantor's rights under this Conservation Easement. No delay or omission by Grantor in the exercise of any right or remedy upon any breach by Grantee shall impair such right or remedy or be construed as a waiver.

6.3 Acts Beyond Grantee's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantor to bring any action against Grantee for any injury to or change in the Property resulting from causes beyond Grantee's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantee under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

7. Fence Installation and Maintenance. Grantee may, at its option install and maintain a fence around the Conservation Easement area to protect the conservation values of the Property.



8. Notice of Intention to Undertake Certain Permitted Actions. Grantee shall notify Grantor and obtain approval from Grantor before beginning construction of improvements to the Property that are specifically permitted pursuant to the terms hereof, such as hiking trails, trail heads, parking, rest rooms, trash receptacles or restoration activities. Such approval shall not be unreasonably withheld or delayed.

9. Access. This Conservation Easement does not convey a general right of access to the public.

10. Costs and Liabilities. Other than as specifically provided herein, Grantee shall have all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property.

10.1 Taxes. Grantee shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), if any, including any taxes imposed upon, or incurred as result of, this Conservation Easement, and shall furnish Grantor with satisfactory evidence of payment upon request.

10.2 Hold Harmless. Grantee shall hold harmless, indemnify, and defend Grantor and its, directors, officers, employees, agents, attorneys, contractors, and representatives (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgements, including without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damages to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due to the negligence of any of the Indemnified Parties; (2) the obligation specified in Sections 4, 9 and 9.1; and (3) the existence or administration of this Conservation Easement.

10.3 Condemnation. The purposes of this Conservation Easement are presumed to be the best and most necessary public use of the Property as defined at Civil Procedure Code Section 1240.680 notwithstanding Civil Procedure Code Sections 1240.690 and 1240.700.

11. Assignment. This Conservation Easement is transferable, but Grantor may assign its rights and obligations under this Conservation Easement only to an entity or organization authorized to acquire and hold conservation easements pursuant to Civil Code Section 815.3. Grantor shall require the assignee to record the assignment in the county where the property is located.

12. Subsequent Transfers. Grantee agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument by which Grantee divests itself of any interest in all or a portion of the Property, including, without limitations, a leasehold interest. Grantee further agrees to give written notice to Grantee of the intent to transfer of any interest at least fifteen (15) days prior to the date of such transfer. Grantee shall have the right to prevent subsequent transfers in which prospective subsequent claimants or transferees are not given notice of the covenants, terms, conditions and restrictions of this Conservation Easement. The failure of Grantor or Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

13. Notices. Any notice, demand, request, consent, approval, or communications that either party desires or is required to give to the other shall be in writing and be served or sent by first class mail, postage prepaid, addressed as follows:

To Grantee:        Los Angeles County  
                     Department of Parks and Recreation  
                     Attn: Director  
                     433 South Vermont Avenue  
                     Los Angeles CA 90020-1979

To Grantor:        Mountains Recreation and Conservation  
                     Authority  
                     570 W. Avenue 26, Suite 100  
                     Los Angeles, CA 90065

or to such other address as either party shall designate by written notice to the other. Notice shall be deemed effective upon delivery in the case of personal delivery or, in the case of delivery by first class mail five (5) days after deposit into the United States mail.

14. Amendment. This Conservation Easement may be amended by Grantor and Grantee by mutual written agreement. Any such amendment shall be consistent with the purposes of this Conservation Easement and, except as provided in Section 14, shall not affect its perpetual durations. Any such amendment shall be recorded in the official records of Los Angeles County, State of California.

15. Covenants Running with the Land. The covenants herein contained shall be covenants running with the land binding upon the Property and the owner and its successors and assigns for the benefit of Grantor, its successors and assigns.

16. General Provisions.

(a) Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of California.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the deed to effect the purpose of this Conservation Easement and the policy and purpose Civil Code Section 815. et seq. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If a court of competent jurisdiction voids or invalidates on its face any provision of this Conservation Easement Deed, such action shall not affect the application of the provision to other persons or circumstances.

(d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement. No alterations or variation of this instrument shall be valid or binding unless contained in an amendment in accordance with Section 14.

(e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantee's title in any respect.

(f) Successors. The covenants, terms, conditions, and restrictions of this Conservation Easement Deed shall be binding upon, and insure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

(g) Termination of Rights and Obligations. A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

(h) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

# EXHIBIT C

## GENERAL PROVISIONS

TO: CHICAGO TITLE COMPANY  
( hereafter referred to as "the Company" )

Escrow No.  
Date

1. Time is of the essence of these instructions. If this escrow is not in a condition to close by the TIME LIMIT DATE as provided for herein and written demand for cancellation is received by you from any principal to this escrow after said date, you shall act in accordance with paragraph 7 of the General Provisions. If no conflicting instruction or demand for cancellation is made, you will proceed to close this escrow when the principals have complied with the escrow instructions. In the event one or more of the General Provisions are held to be invalid, those remaining will continue to be operative. Any amendments of or supplements to any instructions affecting escrow must be in writing. You are authorized to order demands for, and pay at the close of escrow any encumbrances of record necessary to place title in the condition called for without further authorization. You are further authorized, prior to the close of escrow, to pay from funds on deposit any fees necessary to obtain any demand and/or report as may be required in this escrow and at the close of escrow charge the parties as appropriate. The principals will hand you any funds and instruments required from each respectively to complete this escrow. Interest on any new financing may begin to accrue on the date loan funds/proceeds are disbursed by the new lender, and borrower agrees to pay same in accordance with lender's instructions.
2. You are instructed to deliver and/or record all documents and disburse all funds when you can comply with these instructions and issue any title insurance policy as called for herein. These instructions, together with any amendments and/or supplements, may be executed in counterparts and together shall constitute one and the same document. If these instructions relate to a sale, and if there is no other written agreement between the parties pertaining thereto, buyer agrees to buy and seller agrees to sell upon the terms and conditions hereof. All documents, balances and statements due the undersigned are to be mailed to the respective addresses shown herein, unless otherwise directed. In the event that any party to this escrow utilizes facsimile transmitted signed documents, all parties hereby agree to accept and hereby instruct the escrow holder to rely upon such documents as if they bore original signatures. Buyer and seller further acknowledge that any documents to be recorded bearing non original (facsimile) signatures will not be accepted for recording by the county recorder.
3. The phrase "close of escrow" (or COE) as used in this escrow means the date on which documents are recorded, unless otherwise specified.
4. Assume a 30 day month in any proration herein provided, and unless otherwise instructed, you are to use the information contained in the latest available tax statement, including any supplemental taxes of record, rental statement as provided by seller and beneficiary's or association statements delivered into escrow for proration purposes.
5. Upon close of escrow you are instructed to charge our respective accounts the costs attributable to each, including but not limited to costs as provided for herein and/or in accordance with our respective estimated statements attached hereto and made a part hereof.
6. Recordation of any instruments delivered through this escrow, if necessary or proper for the issuance of the policy of title insurance called for, is authorized. No examination or insurance as to the amount or payment of personal property taxes is required unless specifically requested.
7. If demand to cancel is submitted after the Time Limit Date, any principal so requesting you to cancel this escrow shall file notice of demand to cancel in your office in writing. You shall within three (3) working days thereafter mail by certified mail one copy of such notice to each of the other principals at the address stated in this escrow. Unless written objection thereto is filed in your office by a principal within fifteen (15) calendar days after the date of such mailing, you are instructed to cancel this escrow. If this is a sale escrow, you may return the lender's papers and/or funds upon lender's demand.
8. In the event that this escrow is canceled, any fees or charges due the Company including cancellation fees and any expenditures incurred or authorized shall be paid from funds on deposit unless otherwise specifically agreed to or determined by a court of competent jurisdiction. Upon payment thereof, return documents and monies to the respective parties depositing same, or as ordered by the court, and void any executed instruments.
9. If there is no written activity by a principal to this escrow within any six-month period after the Time Limit Date set forth herein, the Company may, at its option, terminate its agency obligation and cancel this escrow, returning all documents, monies or other items held, to the respective parties entitled thereto, less any fees and charges as provided herein.
10. If, for any reason, funds are retained or remain in escrow after the closing date, you may deduct therefrom a reasonable charge as custodian, of not less than \$25.00 per month, unless otherwise specified.
11. In the event that you should receive or become aware of conflicting demands or claims with respect to this escrow, or the rights of any of the parties hereto, or any money or property deposited herein, you shall have the absolute right at your option to discontinue any or all further acts until such conflict is resolved to your satisfaction.
12. In the event that any Offer to Purchase, Deposit Receipt, or any other form of Purchase Agreement is deposited in this escrow, you, as escrow holder, are not to be concerned with the terms of such document and are relieved of all responsibility in connection therewith. The foregoing is not applicable in any transaction in which the Company has specifically agreed to accept an Offer to Purchase, Deposit Receipt or other form of Purchase Agreement as escrow instructions. In any event, you are not to be concerned or liable for items designated as "memoranda" in these escrow instructions nor with any other agreement or contract between the parties.
13. The parties hereto, by execution of these instructions acknowledge that the escrow holder assumes no responsibility or liability whatsoever for the supervision of any act or the performance of any condition which is a condition subsequent to the closing of this escrow.
14. In the absence of instructions to the contrary, you are hereby authorized to utilize wire services, overnight, next day, or other expedited delivery services (as opposed to the regular U.S. Mail) and to charge the respective party's account accordingly.
15. Concerning any real property involved in this transaction, you are released from and shall have no liability, obligation or responsibility with respect to (a) withholding of funds pursuant to Section 1445 of the Internal Revenue Code of 1986 as amended, and to Sections 18662 and 18668 of the California Revenue and Taxation Code, (b) advising the parties as to the requirements of said Section 1445, (c) determining whether the transferor is a foreign person or a non-resident under such Section, nor (d) obtaining a non foreign affidavit or other exemption

**GENERAL PROVISIONS**  
**(Continued)**

**TO: CHICAGO TITLE COMPANY**  
**( hereafter referred to as "the Company" )**

**Escrow No.**  
**Date**

19. All funds received in this escrow shall be deposited with other escrow funds in one or more non-interest bearing demand accounts of the Company in any state or federal bank or any state or federal savings and loan association ("the depository institutions") and may be transferred to any other such accounts. The parties to this escrow acknowledge that while these accounts do not bear interest, because of these and other banking relationships with depository institutions, the Company and its affiliates may receive from some of the depository institutions an array of banking services, accommodations or other benefits. The Company and its affiliates also may elect to enter into other business transactions with or obtain loans for investment or other purposes from some of the depository institutions. All such services, accommodations and other benefits shall accrue, directly or indirectly, to the Company and its affiliates and they shall have no obligation to account to the parties to this escrow for the value of such services, accommodations or other benefits. All disbursements shall be made by the Company check, unless otherwise instructed.

The Company shall not be responsible for any delay in closing if funds received by the escrow are not available for immediate withdrawal. The Company may, at its option, require concurrent instructions from all principals prior to release of any funds on deposit in this escrow.

20. You are authorized to destroy or otherwise dispose of any and all documents, papers, instructions, correspondence and other material pertaining to this escrow at the expiration of six (6) years from the close of escrow or cancellation thereof, without liability and without further notice.

**IMPORTANT NOTICE**

Except for wire transfers, funds remitted to this escrow are subject to availability requirements imposed by Section 12413.1 of the California Insurance Code. CASHIER'S, CERTIFIED or TELLER'S checks, payable to the Company are generally available for disbursement on the next business day following the date of deposit.

Other forms of payment may cause extended delays in the closing of your transaction pursuant to the requirements imposed by State Law.

(Wire transfer information available upon request)

**ALL PARTIES TO THIS ESCROW ACKNOWLEDGE THAT THE COMPANY DOES NOT PROVIDE LEGAL ADVICE NOR HAS IT MADE ANY INVESTIGATION, REPRESENTATIONS OR ASSURANCES WHATSOEVER REGARDING THE LEGAL ASPECTS OR COMPLIANCE OF THIS TRANSACTION WITH ANY TAX, SECURITIES OR ANY OTHER STATE OR FEDERAL LAWS. IT IS RECOMMENDED THAT THE PARTIES OBTAIN INDEPENDENT LEGAL COUNSEL AS TO SUCH MATTERS.**

**THE FOREGOING ESCROW INSTRUCTIONS AND GENERAL PROVISIONS HAVE BEEN READ AND ARE UNDERSTOOD AND AGREED TO BY EACH OF THE UNDERSIGNED.**

Recording Requested by  
And When Recorded Mail to:

County of Los Angeles  
Board of Supervisors  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

This Document is Exempt from Recording Fees  
Pursuant to Government Code Sections 6103 and 27383

### **MANAGEMENT AGREEMENT AND COVENANT RUNNING WITH THE LAND**

This Management Agreement and Covenant is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2004, by and between the County of Los Angeles (County) and the Mountains Restoration Trust (MRT), a California public benefit, non-profit corporation.

#### **PREMISES**

- A. County is the owner of certain real property in the County of Los Angeles, State of California more fully described on Exhibit "A" hereto, (the "Property"), having acquired the Property by means of a grant from the State Habitat Conservation Fund. The Property consists of 28.11 acres of undeveloped land in its natural state known as La Sierra Canyon wetlands. The County is charged with the duty of managing the Property and maintaining it in that natural state.
- B. The Property is located in the unincorporated north-central portion of the Santa Monica Mountains area of Los Angeles County on the west side of Mulholland Highway between Seminole Hot Springs/Cornell on the north and Castro Peak on the south.
- C. County does not have the personnel or funds necessary to provide management for the Property.
- D. MRT has the ability, and is willing, to provide management for the Property, and County desires assurances that the Property will be managed and operated in a manner which will not result in injury to its resource value as natural open space and habitat.

**NOW THEREFORE**, it is agreed to as follows:

1. **APPOINTMENT OF MANAGER.** County hereby appoints MRT as exclusive manager of the Property and grants to MRT sole and exclusive rights to manage and control the Property during the term hereof.
2. **ACCEPTANCE OF APPOINTMENT.** In consideration of the sum of \$1.00 and other good and valuable consideration, receipt of which is acknowledged hereby, MRT accepts such appointment to manage the Property.
3. **DUTIES OF MANAGER.** MRT agrees to manage, control and maintain the Property in accordance herewith, and in accordance with the Conservation Easement reserved in the grant deed conveying title to the Property to the County, complying at all times with the provisions of Paragraph 10 hereof and to install signage on the property to read as: This Property is Owned by the Los Angeles County Department of Parks and Recreation and Operated and Managed by Mountains Restoration Trust. It is understood that MRT will manage the Property for the benefit of the residents of Los Angeles County, with equal access provided to residents of incorporated and unincorporated areas. MRT shall comply with all applicable requirements of local fire protection agencies and shall use its best efforts to keep the Property free of trash and debris. MRT shall have the right to close the Property to the general public only in cases where public health and safety is of concern, including rules for fire closure and other emergencies, which are consistent with the policies of local fire protection agencies in the County.
4. **INDEMNIFICATION.** MRT shall indemnify, defend and hold harmless County, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses, (including attorney and expert witness fees), arising from or connected with MRT's acts and/or omissions from and/or relating to this Agreement.
5. **GENERAL INSURANCE REQUIREMENTS.** Without limiting MRT's indemnification of County and during the term of this Agreement, MRT shall provide and maintain the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at MRT's own expense:

**A. Evidence of Insurance.** Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the Director of the Department of Parks and Recreation at 433 South Vermont Avenue, Los Angeles CA 90020-1979 prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement.

**B. Insurer Financial Ratings.** Insurance is to be provided by an insurance company acceptable to the County with an A. M. Best rating of not less than A:VII, unless otherwise approved by County. Such approval shall not be unreasonably withheld or delayed.

**C. Failure to Maintain Coverage:** Failure by MRT to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the contract upon which County may immediately terminate or suspend this Agreement.

**D. Notification of Incidents, Claims or Suits:** MRT shall report to County:

- (1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against MRT and/or County. Such report shall be made in writing within 24 hours of occurrence.
- (2) Any third party claim or lawsuit filed against MRT arising from or related to services performed by MRT under this Agreement.

**E. Compensation for County Costs:** In the event that MRT fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, MRT shall pay full compensation for all costs incurred by County.

## **5A. INSURANCE COVERAGE REQUIREMENTS.**

**A. General Liability** insurance (written on ISO policy form CG 00 01 or equivalent) with limits of not less than the following:



General Aggregate	\$2 million
Products/Completed Operations Aggregate	\$1 million
Personal and Advertising Injury	\$1 million
Each Occurrence	\$1 million

**B. Automobile Liability** insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

**C. Workers Compensation and Employers' Liability** insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state and for which MRT is responsible.

In all cases, the above insurance shall also include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease-policy limit	\$1 million
Disease-each employee	\$1 million

**D. Professional Liability** insurance covering liability from any error, omission, negligent or wrongful act of MRT, its officers, or employees with limits of not less than \$1,000,000 per occurrence and in the aggregate.

6. **TAXES AND ASSESSMENTS.** County shall be responsible for payment of any and all real property taxes and assessments levied against the Property, and MRT shall have no responsibility thereof.
7. **TERM OF AGREEMENT.** The term of MRT's appointment hereunder shall commence on the date on which County takes title to the Property and, unless earlier terminated, as herein provided, shall continue for fifty-five (55) years. Thereafter, this Management Agreement shall be automatically renewed for successive periods of ten years each unless either party gives notice in writing of its intention not to renew at least one-year prior to the next regular expiration date.
8. **EARLY TERMINATION OF AGREEMENT.**
  - A. Either party shall have the right to terminate this Management Agreement for cause if, after ninety (90) days' notice of the grounds thereof, the other party has failed to cure such grounds or, in the event the nature of the grounds for termination are such that more than ninety (90) days is required to effect a cure, if within such ninety (90) days the other party has failed to commence such cure

and fails to diligently pursue it thereafter.

B. Either party shall have the right to terminate this Management Agreement without cause on one year's advance, written notice to the other party.

9. **ASSIGNMENTS.** Subject to the prior written consent of the County which consent shall not be unreasonably withheld or delayed, MRT shall have the right to assign its obligations under this agreement to either a governmental agency or to a non-profit corporation having the power and authority to carry out the purposes hereof. Except as provided herein above to the contrary, neither this Management Agreement nor the rights hereunder may be assigned, nor may the duties hereunder be delegated, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.
10. **COVENANT.** In consideration of the appointment referred to in Paragraph 2 herein above, receipt of which is acknowledged hereby, and the MRT's agreement to undertake the obligations herein above set forth, MRT agrees, on behalf of itself, its successors and assigns, that:
  - A. MRT will maintain the Property during the term of this Agreement in its natural state as open space and will not change or modify the Property or its uses or construct thereon any improvements, including, without limitation overlook areas, without the prior written consent of County. Anything herein to the contrary notwithstanding, the following may be accomplished without such prior consent:
    - (1) Such weed abatement or other fire prevention activities as shall be required by the local fire department.
    - (2) Installation and maintenance of hiking and/or equestrian trails.
    - (3) Installation of a sign on the Property complying with the provisions of Paragraph 3 hereof.
  - B. In the event that MRT is dissolved or shall otherwise cease to exist, this Agreement will terminate.
  - C. The foregoing shall be a covenant running with the land, binding upon MRT, its successors and assigns. If any action be filed to enforce said covenant, the prevailing party shall bear its own costs of suit, including attorney's fees. No termination of MRT's appointment as manager of the Property shall, in any manner, affect this covenant.
11. **USE OF COUNTY LOBBYISTS.** MRT and each County Lobbyist or County Lobbyist firm as defined in Los Angeles County Code Section 2.160.010,

retained by MRT, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code 2.160. Failure on the part of MRT or any County Lobbyist or County Lobbying firm retained by MRT to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

County may, by written notice to MRT, immediately terminate the right of MRT to proceed under this Agreement if it is found that consideration, in any form, was offered or given by MRT, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the MRT's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against MRT as it could pursue in the event of default by the MRT.

MRT shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861 or to such other number as may be provided to MRT in writing by the County.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

12. **EMPLOYMENT OFFERS TO GAIN PARTICIPANTS.** In the event that MRT requires additional and/or replacement personnel after the effective date of this Agreement, MRT shall give consideration for any such employment opportunities to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet MRT's minimum qualifications for the open position(s). The County will refer GAIN participants by job category to MRT.
13. **COUNTY'S QUALITY ASSURANCE PLAN.** The County or its agent will evaluate MRT's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing MRT's compliance with all contract terms and performance standards. MRT deficiencies which County determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and MRT. If improvement does not occur consistent with the corrective action measure, the County may terminate this Agreement and impose other penalties as specified in this Agreement.

14. **WARRANTY OF ADHERENCE TO COUNTY CHILD SUPPORT PROGRAM.** MRT acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through this Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting MRT's duty under this Agreement to comply with all applicable provisions of law, MRT warrants that it is now compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246 (b).

Failure of MRT to maintain compliance with the requirements set forth in Section 21 "Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by MRT under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County District Attorney shall be grounds upon which the County Board of Supervisors may terminate this Agreement.

15. **CONTRACTOR RESPONSIBILITY AND DEBARMENT**

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

B. MRT is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of MRT on this or other contracts which indicates that MRT is not responsible, the County may, in addition to other remedies provided in this agreement, debar MRT from bidding on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts MRT may have with the County.

C. The County may debar a contractor if the Board finds, in its discretion, that the contractor has done any of the following: (1) violated any term of a contract with the County; (2) committed any act or omission which negatively reflects on the contractor's quality, fitness or capacity to

perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

D. If there is evidence that MRT may be subject to debarment, the County, through the Department of Parks and Recreation, will notify MRT in writing of the evidence which is the basis for the proposed debarment and will advise MRT of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative shall be given an opportunity to submit evidence at the hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which will contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the contractor may be deemed to have waived all rights of appeal.

F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. These terms shall also apply to subcontractors of MRT.

H. Throughout the duration of this agreement, MRT is obligated to inform the County whether MRT (including any of its officers and/or other person(s) on entities which have a controlling interest in MRT has been debarred and/or has been listed on any debarment of bidder list maintained by the United States Government, the State, and other local governments. Failure to inform the County may cause the termination of this agreement in its entirety.

16. **NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW.** MRT shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth and is available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

17. **CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW.**

MRT acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. MRT understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at MRT's place of business. MRT will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply contractors with the poster to be used.

18. **AMENDMENTS.** This Agreement may be modified, amended or changed only by an instrument in writing signed by the parties hereto or their successors in interest, provided further, that any modification of Paragraph 8 hereof shall become effective only when recorded in the land records of the County in which the Property is located.

19. **RECORDATION.** Upon execution and approval of Agreement, MRT shall return the original and two (2) copies to the County for recordation purposes.

20. **NOTICES.** Any notice to be given hereunder shall be in writing and shall be deposited in the U.S. mail, postage prepaid, certified mail, return receipt requested, addressed as follows:

To: Mountains Restoration Trust (MRT)  
Attn: President  
3815 Old Topanga Canyon Road  
Calabasas, CA 91302

To: County of Los Angeles  
Department of Parks and Recreation  
Attn: Director  
433 South Vermont Avenue  
Los Angeles, CA 90020-1979

Either party may change its address for service of notice by giving written notice thereof to the other party in accordance herewith.

21. **RECYCLED BOND PAPER.** Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, MRT agrees to use recycled-content paper to the maximum extent possible on this

Contract.

22. **NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT.** MRT shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.
23. **NONDISCRIMINATION AND AFFIRMATIVE ACTION.**
- A. MRT certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
  - B. MRT shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. MRT certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
  - C. MRT certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
  - D. MRT shall allow County representatives access to MRT's employment records during regular business hours to verify compliance with the provisions of this Paragraph when so requested by the County.
  - E. If the County finds that any provisions of this Paragraph have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition,

a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that MRT has violated the anti-discrimination provisions of this Contract.

**24. INDEPENDENT CONTRACTOR STATUS.**

- A. This contract is by and between the County and MRT and is not intended and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and MRT. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- B. MRT shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of MRT.
- C. MRT understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of MRT and not employees of the County. MRT shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of MRT pursuant to this Contract.

**25. EMPLOYMENT ELIGIBILITY VERIFICATION.** MRT warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. MRT shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. MRT shall retain all such documentation for all covered employees for the period prescribed by law. MRT shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against MRT or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.



26. **NO PRESUMPTION RE: DRAFTER.** The parties acknowledge and agree that the terms and provisions of the Contract have been negotiated and discussed between the parties and their attorneys, and this Contract reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be appropriate to deem any party to be the drafter of this Contract, and therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Contract.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by their authorized officials on the dates indicated below.

**MOUNTAINS RESTORATION TRUST**

By: Stath  
Stephen A. Harris, President

**COUNTY OF LOS ANGELES**

**ATTEST:**  
VIOLET VARONA-LUKENS  
Executive Officer - Clerk of  
The Board of Supervisors

By: \_\_\_\_\_  
Chair, Board of Supervisors

By: \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM**

County Counsel

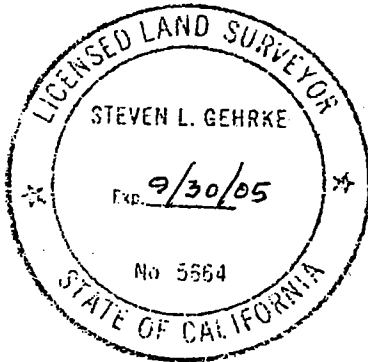
By: Kathleen D. Felice  
Deputy

LA SIERRA CANYON (1)  
Parcel 1PP  
APN 2058-017-011 and 016  
T.G. 587 F/5  
I.M. 144-037  
Third District  
PCA M04D248601

**EXHIBIT "A"**

Those certain parcels of land in the northwest quarter of the northwest quarter of Section 8, Township 1 South, Range 18 West, S.B.M., described as Parcels 1, 2, and 3 in Deed recorded July 9, 1986, in Document No. 86-962040, of Official Records, in the office of the Recorder of Los Angeles County.

Containing: 28.1± Acres



APPROVED AS TO DESCRIPTION  
APRIL 12, 20 04  
COUNTY OF LOS ANGELES  
BY [Signature]  
LAND SURVEYOR  
Mapping & Property Management Division

CEH:ayc  
P5/LDCEH7