COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
"Creating Community Through People, Parks and Programs"
Russ Guiney, Director

June 20, 2006

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

Dear Supervisors:

APPROVAL AND EXECUTION OF A GRANT AGREEMENT WITH THE CALIFORNIA WILDLIFE CONSERVATION BOARD, APPROVAL OF ASSIGNMENT OF GRANT FUNDS TO THE TRUST FOR PUBLIC LAND (TPL), APPROVAL AND AUTHORIZATION OF EXECUTION OF WRITTEN CONSENT TO TRANSFER PROPERTY IN THE MARSHALL CANYON CONSERVATION CORRIDOR (FIFTH DISTRICT – 3-VOTE MATTER)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the proposed actions are categorically exempt from the provisions of the California Environmental Quality Act (CEQA), as cited herein.

2. Approve and authorize the Director of Parks and Recreation to execute the attached Grant Agreement for Acquisition of Fee Interest (Agreement) with the California Wildlife Conservation Board (WCB), effective upon Board approval, in the amount of $1,320,685 for the acquisition of 80 acres of unimproved real property in the Marshall Canyon Conservation Corridor.

3. Approve the assignment of grant funds from the WCB to the Trust for Public Land (TPL) in the amount of $1,320,685 and authorize the Director to execute the necessary documents to effect the assignment.

4. Adopt the attached resolution assigning the right to apply for funding from the Regional Park and Open Space District (RPOSD) County Excess funds in the amount of $1,000,000 to TPL in order to streamline the acquisition of the 80 acres of unimproved real property.

5. Approve and authorize the Director to execute a written consent (Assignment and Assumption of Grant Agreement), upon transfer of the 80 acres of unimproved real property acquired by TPL to the County, to accept the assignment of the RPOSD agreement and assume all obligations for ongoing maintenance, operation and use of the land, pursuant to Section 10 (d) of the Safe Neighborhood Parks Proposition of 1996.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the actions will allow TPL to acquire 80 acres of natural habitat as part of the Phase II acquisitions of the Marshall Canyon Conservation Corridor and then convey the properties to the County. The current estimated cost of the acquisition of the 80 acres is $2,450,000 and, upon Board approval, will be funded from $1,320,685 from the WCB and $1,129,315 of County Excess Funds from the RPOSD.

The Marshall Canyon Conservation Corridor is located in the northeast portion of Los Angeles County along the front range of the San Gabriel Mountains. When completed, the Marshall Canyon Conservation Corridor will be a five-mile corridor of protected open space and natural habitat between San Dimas Canyon on the west and Mount Baldy Road in Claremont on the east.

Background

On November 30, 2004, your Board approved the execution of a grant agreement with WCB in the amount of $5,115,000 for acquisition of open space in the Marshall Canyon area within the cities of La Verne, Claremont and adjacent unincorporated territory as part of Phase I of the acquisition process. On March 29, 2005, your Board allocated $500,000 of County Excess funds to the Department as a match for the WCB grant, for a total of $5,615,000.

The County expended $860,000, including $783,460 of the WCB grant funds and $76,540 of the County Excess funds, to purchase one property adjacent to Marshall Canyon Regional Park. On September 20, 2005, your Board assigned the remaining WCB funds in the amount of $4,331,540 and the remaining County Excess Funds in the amount of $423,460 to TPL to streamline the acquisition process. TPL acquired three additional properties for $3,305,000, including using $3,010,855 in WCB grant funds and $294,145 in County Excess funds, and conveyed those properties to the City of La Verne.

Wildlife Conservation Board Grant Agreement and Assignment

Other Phase I properties identified in the original agreement are not available for acquisition at this time. The WCB has agreed to allow the $1,320,685 in grant funds remaining from Phase I to be spent on the 80 acres of unimproved real property identified as part of the Phase II acquisition but has requested that the County enter into a new grant agreement for this purpose.

Upon execution of the WCB agreement, the County will assign the agreement to TPL to complete the acquisition. Upon completion of the acquisition, TPL will convey the properties to the County. The State agrees that the County of Los Angeles is an acceptable final titleholder under the terms of the Grant Agreement and the Assignment and Assumption Agreement that will be executed to affect the assignment.

Assignment of RPOSD Funds and Assignment

In order to fully fund the acquisition, the Department is recommending that your Board assign the right to apply for $1,000,000 of additional County Excess Funds available for projects in the Fifth Supervisorial District to TPL. Assignment of the funds will allow the RPOSD to enter into a grant agreement directly with TPL for the purchase of the property.

As title to the property will be transferred to the County upon completion of the acquisition, it is also recommended that your Board authorize the Director to consent to an assignment and assumption of the RPOSD agreement with TPL Section 10 (d) of the Safe Neighborhood Park Proposition of 1996 allows the original recipient of grant funds to transfer the property to a public agency provided that the successor to the recipient assumes the obligations to maintain and operate the property in perpetuity; to use the property only for the purposes for which the grant funds were granted; and to have the property open and accessible to the public without discrimination.

Implementation of Strategic Plan Goals

The proposed recommendations further the Board approved County Strategic Plan Goal 1 (Service Excellence), Goal 4 (Fiscal Responsibility by investing in the public infrastructure), and Goal 6 (Community Services) by enabling TPL to acquire environmentally sensitive land in the northeast portion of Los Angeles County.

FISCAL IMPACT/FINANCING

This action will have no impact on the County General Fund. The cost to acquire the 80 acres of land is $2,450,000. Upon your Board's approval of these actions, the acquisition will be funded from $1,320,685 of WCB grant funds and $1,129,315 of County Excess funds available for projects within the Fifth Supervisorial District, including the $129,315 remaining from the previous assignment of funds and the $1,000,000 recommended for assignment as part of these actions.

Operating Budget Impact

The subject property is adjacent to Marshall Canyon Regional Park and Golf Course, and as such, will be managed and maintained by the Department of Parks and Recreation with existing staff and budgetary resources. Based on current information, the Department does anticipate an annual cost of $2,700 for special assessments levied on the subject property.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Wildlife Conservation Board is a separate and independent State Board with authority and funding to carry out acquisition and development programs for wildlife conservation pursuant to Chapter 4, Division 2 (commencing with Section 1300) of the California Fish and Game Code. The WCB grants to the County of Los Angeles the sum of $1,320,685 upon and subject to the terms and conditions of the Grant Agreement WC-5096RN, effective upon your Board's approval. Upon execution of a grant agreement, the Department will be required to spend those funds in accordance with the project grant agreement.

County Counsel has reviewed attached agreement and resolution as to form.

Related Agenda Items

In a related item on today's agenda, the Chief Administrative Office (CAO) is recommending that your Board approve a Notice of Intention to accept the 80 acres of unimproved real property from TPL.

In another related item on today's agenda, the RPOSD is recommending that your Board allocate the $1,000,000 to the Department of Parks and Recreation as an eligible recipient of the County Excess funds, and to authorize a grant agreement with TPL as the County's assignee.

ENVIRONMENTAL DOCUMENTATION

In a related item on today's agenda, the CAO is recommending that the County acquire from TPL the 80 acres of unimproved property to preserve open space and natural habitat. This acquisition is categorically exempt from CEQA pursuant to Sections 15313, 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 adopted by your Board on November 17, 1987, because the acquisition provides for wildlife conservation, creation of additional parkland and preserves existing natural conditions.

IMPACT ON CURRENT SERVICES OR PROJECTS

Approval of the recommendation will not impact any other services or any current or planned projects, but will allow for acquisition of open space lands at Marshall Canyon.

CONCLUSION

Please instruct the Executive Officer-Clerk of the Board to return one conformed copy of this action of the Chief Administrative Office, Capital Projects Division, and to the Department of Parks and Recreation.

Respectfully submitted,

Russ Guiney
Director

Attachment

c: Chief Administrative Officer
Executive Officer, Board of Supervisors (22)
County Counsel

RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES
APPROVING ASSIGNMENT OF RIGHT TO APPLY FOR COUNTY EXCESS FUNDS
UNDER THE SAFE NEIGHBORHOOD PARKS
PROPOSITION OF 1996 TO THE TRUST FOR PUBLIC LAND

WHEREAS, the County, under Section 24, Subsection b of the Safe Neighborhood Parks Proposition of 1996 is the designated recipient of excess funds allocated to County; and

WHEREAS, the Trust for Public Land is a qualified 501 (c) (3) charitable organization that has among its purposes the conservation of land in its natural, scenic, historical, forested or open space condition; and

WHEREAS, the County has determined that it is in the County's interest to assign the County's right to apply for a portion of those funds to TPL for the purpose of acquiring property within the Marshall Canyon Conservation Cooridor; and

WHEREAS, TPL will submit an application to the Regional Park and Open Space District to obtain a grant for the above-referenced project:

NOW THEREFORE BE IT RESOLVED that the County of Los Angeles Board of Supervisors hereby:

Assigns to the Trust for Public Land the County's right to apply for $1,000,000.00 of County Excess Funds for implementation of the Project.

The foregoing resolution was on the ____ day of _____, 2006, adopted by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts.

SACHI A. HAMAI, Executive Officer-
Clerk of the Board of Supervisors
of the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
LILLIAN D. SALINGER

Senior Deputy County Counsel

CALIFORNIA WILDLIFE CONSERVATION BOARD
GRANT AGREEMENT FOR ACQUISITION OF FEE INTEREST

Grantee's Full, Legal Name:	County of Los Angeles
Grantee's Address:	Director Los Angeles County Department of Parks and Recreation 433 South Vermont Avenue, 4th Floor Los Angeles, CA 90020
Grantee's Phone Number:	(213) 738-2953
Project Name:	Marshall Canyon Conservation Corridor
Grant Agreement Number:	WC-5096RN
Notices to be delivered to:	
For Grantee:	Director Los Angeles County Department of Parks and Recreation 433 South Vernon Avenue, 4th Floor Los Angeles, CA 90020
For Grantor:	Executive Director Wildlife Conservation Board 1807 13th Street, Suite 103 Sacramento, CA 95814-7137
With copy to:	Director Department of Fish and Game 1416 Ninth Street Sacramento, CA 95814

BACKGROUND

In accordance with the authorization and allocation provided by the Wildlife Conservation Board (WCB) at its regularly scheduled meeting February 24, 2005, WCB entered into Grant Agreement for Acquisition of Fee Interest number WC-4052RN (Agreement 4052) with the County of Los Angeles. Agreement 4052 provided grant funds in the amount of $5,115,000 to be used by the County for the acquisition of certain lands in Los Angeles County for the purposes set forth in that document. The County expended $783,460 of said grant funds to acquire one of the parcels listed in Exhibit A of Agreement 4052. Subsequently, the County, WCB and the Trust for Public Land (TPL) entered into an

Assignment and Assumption of Grant Agreement, wherein it was agreed that TPL would assume the right, title, interest and obligations of the County as Grantee in Agreement 4052 as to the remaining grant funds. TPL acquired three properties using $3,010,855 in grant funds and conveyed those properties to the City of La Verne. Agreement 4052 expired February 24, 2006 with $1,320,685 in grant funds unspent. The County, WCB and TPL desire to have the remaining grant funds used for the purpose originally envisioned by Agreement 4052 and authorized by the WCB on February 24, 2005. To accomplish that goal, the County and WCB are entering into this Grant Agreement for Acquisition of Fee Interest number WC-5096RN. The latter will make $1,320,685 available to the County for the acquisition of certain lands in the County of Los Angeles under substantially the same terms and conditions of Agreement 4052.

Pursuant to Chapter 4, Division 2 (commencing with Section 1300) of the California Fish and Game Code, the Wildlife Conservation Board ("Grantor") hereby grants to the County of Los Angeles ("Grantee"), the sum of One Million, Three Hundred Twenty Thousand, Six Hundred Eighty-five Dollars ($1,320,685.00) ("Grant Funds"), upon and subject to the terms and conditions of this Grant Agreement for Acquisition of Fee Interest ("Agreement").

TERMS AND CONDITIONS OF GRANT

1. PURPOSE OF GRANT

Grantor is making this Grant for the purpose of facilitating Grantee's acquisition of land in the County of Los Angeles, California (the "Property"). The Property consists of twelve separate ownerships, each of which is more particularly described in **Exhibit A**, attached hereto and by this reference made a part hereof. Since the various ownerships will be acquired as individual transactions, the term "Property" refers to all the ownerships listed in Exhibit A, to any one of them, or any combination of them.

Grantee agrees that if the Grant Funds are deposited into escrow by Grantor and Grantee acquires the Property, such acquisition will be for the purposes of wildlife habitat preservation, restoration and management, wildlife-oriented education and research, and for compatible public or private uses, all as may be consistent with wildlife habitat preservation and protection of sensitive biological resources.

2. CONDITIONS OF GRANT

2.1. Conditions Precedent. As conditions precedent to Grantor's obligation to deposit the Grant Funds into escrow:

i. Grantee and Grantor understand and agree that the Grant Funds will be used as purchase money only, which excludes escrow and title fees and any other fees and costs incurred to accomplish the transaction and the conveyance of the Property;

ii. The Property consists of several individual ownerships, referred to hereafter as portions of the Property. Grantee and Grantor agree that a 91.1:8.9 (State/County) match basis will be applied to Grantee's acquisition

of each portion of the Property. Grantee will deposit into escrow not less than 8.9% of the purchase money (County match funds) for the acquisition of each portion of the Property. The sum of the grant disbursements pursuant to this Agreement shall not exceed One Million, Three Hundred Twenty Thousand, Six Hundred Eighty-five Dollars ($1,320,685.00).

iii. Grantee includes as **Exhibit B** hereof a true copy of such resolution or other formal action of Grantee's governing Board as will provide evidence that the signatory hereto has been duly authorized to execute this Agreement on behalf of Grantee;

iv. Grantor shall have reviewed and approved in writing all documents pertaining to Grantee's acquisition of the Property, including any appraisals, preliminary title reports, agreements for purchase and sale, escrow instructions and the instruments of conveyance. Such review and approval by Grantor shall be timely and shall not be unreasonably withheld.

2.2. Essential Conditions. Effective upon the later to occur of (1) deposit of the Grant Funds into escrow and (2) acquisition of the Property, Grantee hereby agrees that:

i. it will use, operate, maintain and manage the Property consistent with the "PURPOSE OF GRANT" as stated in Section 1 hereof;

ii. Grantee is responsible for recognizing the cooperative nature of this project and shall provide credit to the Grantor, the Department of Fish and Game ("DFG") and any other contributor on signs, demonstrations, promotional materials, advertisements, publications or exhibits prepared or approved by Grantee referencing this project, as appropriate. Subject to the mutual agreement of Grantor and Grantee regarding text, design and location, Grantee will post signs on the Property to indicate the participation of Grantor and DFG in Grantee's purchase of the Property, provided however, that the signs shall display Grantor's logo, as shown on **Exhibit C**, which is attached hereto and by this reference made a part hereof;

iii. the Property (including any portion(s) of it or any interest in it) may not be sold, transferred or exchanged without the written approval of the State of California, through the Executive Director of the Wildlife Conservation Board ("WCB"), or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained and all the Grant conditions must be assumed by any successor in interest;

iv. the Property (including any portion(s) of it or interest in it) may not be used as security for any debt without the written approval of the State of California, acting through the Executive Director of the WCB, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained;

v. Grantee shall record, concurrently with close of escrow(s) in the purchase of the Property, a Notice of Unrecorded Grant Agreement (the "Notice"), incorporating by reference this Agreement and giving public notice that Grantee received funds under this Agreement in order to assist Grantee in acquiring the Property and that, in consideration for the receipt of the Grant Funds, Grantee has agreed to the terms of this Agreement. The Notice shall be in the form attached hereto as **Exhibit D**.

vi. Grantee shall provide to WCB a copy of the recorded conveying document with all recording information as well as a copy of the title insurance policy covering the Property acquired as a result of this Grant Agreement. Grantee shall also provide any and all other documents related to the above transaction as requested by the Wildlife Conservation Board.

vii. at the request of Grantor, not more than once in any calendar year, commencing at the close of escrow, Grantee shall make arrangements and secure the necessary approval, if any, to allow designated staff of Grantor and/or DFG to access the Property to assess compliance with the terms and conditions contained herein.

3. BREACH OF ESSENTIAL CONDITIONS

3.1. In the event of Grantee's breach of any of the Grant conditions in Section 2.2, Grantor shall give written notice to Grantee, describing such breach. Notice shall be deemed given when deposited in the U.S. Post Office or with a reliable over-night courier, postage prepaid, addressed to Grantee, or by personal delivery to Grantee's relevant address set forth above.

3.2. If Grantee does not, within ninety (90) days of notice given, (a) cure the breach described in Grantor's Section 3.1 notice or (b), in the event the breach is not curable within said ninety (90) days, commence such cure, then Grantee shall be in default ("Default") under this Agreement.

4. REMEDIES

In the event of a Default under this Agreement, Grantor shall be entitled to receive, at Grantor's election, one of the following as the remedy for Grantee's Default:

a. Reimbursement to Grantor of the Grant Funds used to acquire the Property involved in the Grantee's Default, together with interest compounded semi-annually starting from the date of this Agreement to and including the date of reimbursement, at a rate equivalent to that which is being earned at the time of Default on deposits in the State of California's Pooled Money Investment Account.

b. Conveyance by Grantee of a conservation easement over the Property involved in the Default in favor of the State, or at the election of

Grantor, in favor of a qualified non-profit organization, together with payment of a sum to Grantor which, when combined with the fair market value of the conservation easement, equals the sum granted to Grantee pursuant to this Agreement to purchase the Property involved in the Default, together with interest compounded semi-annually starting from the date of this Agreement to and including the date of reimbursement, at a rate equivalent to that which is being earned at the time of Default on deposits in the State of California's Pooled Money Investment Account. The conservation easement shall be for the purposes of wildlife habitat preservation, restoration and management, wildlife-oriented education and research, and for compatible public or private uses, all as may be consistent with wildlife habitat preservation and protection of sensitive biological resources. The value of the conservation easement shall be determined by a fair market value appraisal, as approved by Grantor and the State Department of General Services, to the extent required by law.

5. ADDITIONAL TERMS

5.1. Disbursement Procedure. Grantor shall disburse the Grant Funds according to the following procedure. When Grantee is ready to complete acquisition of the Property, Grantee shall request disbursement of Grant Funds by sending a letter to the Executive Director of the WCB. The letter shall be signed by an authorized representative of Grantee and shall contain all of the following:

a. Name and address of Grantee;

b. Number of Grant Agreement;

c. Dollar amount of Disbursement;

d. Name, address and telephone number of the title company or escrow holder, and the escrow account number to which the Grant Funds will be disbursed; and

e. A statement certified by Grantee that all funds (exclusive of the Grant Funds to be provided under this Agreement) needed for completion of acquisition of the Property or portion of the Property have been secured and have been or will be deposited to escrow on or about the same date as the requested Grant Funds. In making this statement, Grantee shall be entitled to reasonably rely on the representations of the transferor of the Property.

After approval of this Agreement by the WCB, and upon receipt of a letter from Grantee requesting disbursement of Grant Funds, Grantor will promptly and timely [estimated to be forty-five (45) working days from the date the request is received] disburse Grant Funds in the appropriate amount, not to exceed 91.1% of the appraised value, into the designated escrow account. The sum of the disbursements pursuant to this Agreement shall not exceed One Million, Three Hundred Twenty Thousand, Six Hundred Eighty-five Dollars ($1,320,685.00).

The above disbursement procedures shall apply to each separate acquisition of Property under this Agreement.

5.2. Liability. Grantee agrees to indemnify, hold harmless and defend Grantor, the State of California, its officers, agents, and employees against any and all claims, demands, damages, losses, costs, expenses (including attorneys' fees) or liability based solely on Grantee's acquisition, use, ownership, management or operation of the Property.

5.3. Amendment. This Agreement may be modified only with the written approval of Grantor and Grantee. No oral understanding or agreement not incorporated in this Agreement shall be binding on either of the parties.

5.4. Term and Expiration.

5.4.1. The term of this Agreement will commence on June __, 2006 and, unless previously terminated as provided for in Section 5.5.1., will expire on June 30, 2007. Invoices requesting the disbursement of Grant Funds must be submitted, as set forth in Section 5, on or before the expiration date of this Agreement.

5.4.2. After the acquisition of the Property by Grantee, unless this Agreement has previously expired or been terminated, this Agreement shall remain in full force and effect for the purpose of securing compliance with the "PURPOSE OF GRANT" provisions set forth above.

5.5. Termination.

5.5.1. Prior to the last to occur of (1) Grantor's deposit of Grant Funds into an escrow and (2) Grantee's first close of escrow on the acquisition of the Property, either party may terminate this Agreement for any reason or for no reason, by providing the other party with a minimum of fifteen (15) days' written notice of such termination. If this Agreement is terminated after Grantor's deposit of Grant Funds into escrow but before Grantee's close of escrow on the acquisition of the Property, Grantee shall cause the escrow holder to immediately return to Grantor the Grant Funds placed into escrow.

5.5.2. Any time after the close of escrow, Grantee shall have the right to terminate this Agreement as to any or all of the Property by:

i. providing written notice to Grantor of Grantee's election to so terminate this Agreement; and

ii. reimbursing Grantor the Grant Funds granted to Grantee pursuant to this Agreement for the acquisition of the Property to which the termination applies, together with interest compounded semi-annually starting from the date of this Agreement to and including the date of reimbursement, payable at the rate equivalent

to that which is being earned at the time of termination on deposits in the State of California's Pooled Money Investment Account, or at the election of Grantor, the granting to the State of a conservation easement over the Property to which the termination applies, or at Grantor's election, to a qualified non-profit organization, together with a sum to Grantor which, when combined with the fair market value of the conservation easement, has a value equal to the entire sum granted to Grantee pursuant to this Agreement for the purpose of acquiring the Property to which the termination applies, together with interest compounded semi-annually, starting from the date of this Agreement to and including the date of reimbursement at a rate equivalent to that which is being earned on deposits in the State of California's Pooled Money Investment Account at the time of termination. The conservation easement must be for the purposes of wildlife habitat preservation, corridor protection, restoration and management, wildlife-oriented education and research, and for compatible public or private uses, all as may be consistent with wildlife habitat preservation and protection of sensitive biological resources. The fair market value of the conservation easement shall be determined by an appraisal, as approved by Grantor and the State Department of General Services, to the extent required by law.

5.5.3. In the event of any termination of this Agreement in accordance with this Section 5.5, neither party will have any rights or remedies against the other party as regards the Property to which the termination applies except as provided herein, and each party shall cooperate with the other party to execute such documents as may be necessary to clear title to such Property, including any Notice of Unrecorded Grant Agreement recorded pursuant to this Agreement.

5.5.4. Upon the termination of this Agreement in regard to less than all of the Property, this Agreement shall remain in full force and effect as to the remaining Property.

5.6. Authorization. This Agreement shall be deemed executed and effective when signed by an authorized representative of each party and then received in the respective offices of Grantee and Grantor. An authorized representative of Grantee and Grantor shall sign four (4) originals of this Agreement. Grantee shall receive one (1) completely executed original and Grantor shall receive three (3) completely executed originals.

5.7. Designee. All references herein to "Grantee" are intended to refer to Grantee or its designee, successor or assignee as may be approved by Grantor to the extent such approval is required under this Agreement.

6. AUDIT

Grantee shall maintain complete and accurate records of its actual project costs

and shall retain said records throughout the term of this Agreement and for a period of three (3) years after final disbursement. During such time, said records shall be made available to the State of California for audit purposes during normal business hours. Expenditures not documented, and expenditures not allowed under this Agreement or otherwise authorized by Grantor shall be borne by Grantee. The audit shall be confined to those matters connected with this Agreement, including but not limited to administration and overhead costs.

7. UNION ORGANIZING

Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

7.1. no state funds disbursed by this Grant will be used to assist, promote or deter union organizing;

7.2. Grantee shall account for state funds disbursed for a specific expenditure by this Grant to show those funds were allocated to that expenditure;

7.3. Grantee shall, where state funds are not designated as described in 7.2 above, allocate, on a pro-rata basis, all disbursements that support the grant program;

7.4. if Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

The signature of the Executive Director certifies that at the Board meeting held on February 24, 2005, the Wildlife Conservation Board authorized the award of an acquisition grant to Grantee as provided herein.

This Agreement is made and entered into effective upon Board approval, in the State of California, by and between the Wildlife Conservation Board and County of Los Angeles, each of which does hereby agree to the terms and conditions referenced on pages 1 through 9, along with Exhibits, of this Agreement.

STATE OF CALIFORNIA
WILDLIFE CONSERVATION BOARD

By: _____
Al Wright

Title: Executive Director

Date: _____

GRANTEE:
COUNTY OF LOS ANGELES

By: _____
Russ Guiney

Title: Director
Department of Parks and Recreation

Date: _____

Marshall Canyon Conservation Corridor
Los Angeles County

CERTIFICATION:

I hereby certify that sufficient funds are available to award this Grant.

_____ _____

Fiscal Officer (WCB) Date

FUNDING CERTIFICATION

Grantee:	County of Los Angeles Department of Parks and Recreation 433 South Vermont Avenue, 4th floor Los Angeles, California 90020 Lyn Wallensak (213) 738-3015
WCB Grant Agreement #:	WC–5096RN
Agreement Term:	June __, 2006 to June 30, 2007
WCB Grant Amount:	$1,320,685
Fund Source:	Water Security, Clean Drinking Water, Coastal and Beach Protection Fund of 2002, Section 79572a
Appropriation Item:	Proposition 50, Statutes of 2002 Item 3640-801-6031
Expenditure Code:	04-1000-811-76010

EXHIBIT A

Description of Real Property

Map ID	Parcel No.	Acres	Owner
P-17	8678-019-014	40	Steve Pirrone
P-16	8678-018-024 8678-018-025 8678-018-032	40	Claremont Group/Nevius
P-22	8678-018-035	20	Arthur Bertolina
P-15	8675-023-011 8678-016-009 8678-017-006	64	Tevis Hill - Group A
P-19	8678-019-027 8678-019-029	28	Tevis Hill - Group B
P-7	8678-022-012	32.62	Sam Anabi & Manal Trust
P-23	8678-019-013	40	Saul Jaffe
P-13,14	8678-016-002 8678-016-004	168	Larry Lachner
P-10	8678-015-016	6.64	Jeff & Susan Johnson
P-21	8678-018-034	20	Marvin & Cheryl Wright
P-18	8678-019-021	10	Jack Thomas
TOTAL ACRES: 469.26			

EXHIBIT B

(Board Resolution)

EXHIBIT C

(WCB Logo)

WCB
State of California
Wildlife Conservation Board

EXHIBIT D

Recording requested by, and)
when recorded, return to:)
)
State of California)
Wildlife Conservation Board)
Attn: Randall Nelson *(Land Agent)*)
1807 13th Street, Suite 103)
Sacramento, CA 95814-7137)

Project Name: Marshall Canyon Conservation Corridor *Space above this line for Recorder's use*
County: Los Angeles

NOTICE OF UNRECORDED GRANT AGREEMENT

This Notice of Unrecorded Grant Agreement (Notice), dated as of _____, _____, is recorded to provide notice of an agreement between the State of California, by and through the Wildlife Conservation Board ("WCB") and the County of Los Angeles ("Recipient").

RECITALS

A. On June __, 2006, WCB and Recipient entered into a certain Grant Agreement, Grant No. WCB-5096RN ("Grant"), pursuant to which WCB granted to Recipient certain funds for the acquisition of fee interest in certain real property, more particularly described in attached Exhibit A and incorporated by reference (the "Real Property").

B. Under the terms of the Grant, WCB reserved certain rights with respect to the Real Property.

C. Recipient is required under the terms of the Grant to execute this Notice to provide constructive notice to all third parties regarding WCB's reserved rights under the Grant.

NOTICE

1. The Real Property (including any portion of it or any interest in it) may not be sold or exchanged without the written approval of the State of California, acting through the Executive Director of the Wildlife Conservation Board, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained.

2. The Real Property (including any portion of it or any interest in it) may not be used as security for any debt without the written approval of the State of California, acting through the Executive Director of the Wildlife Conservation Board, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained.

3. For additional terms and conditions of the Grant, reference should be made to the Grant Agreement which is on file with the Wildlife Conservation Board, 1807 13th Street, Suite 103, Sacramento, California 95814-7137; *mailing address*: Wildlife Conservation Board, c/o Department of Fish and Game, P. O. Box 944209, Sacramento, CA 94244-2090.

RECIPIENT OF GRANT FUNDS:

By: _____
Russ Guiney, Director
Department of Parks and Recreation

ASSIGNMENT AND ASSUMPTION
OF
GRANT AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF GRANT AGREEMENT (the Assignment), dated for reference purposes only as of June __, 2006, is made by and among the COUNTY OF LOS ANGELES, by and through the Los Angeles County Department of Parks and Recreation (County); the STATE OF CALIFORNIA, by and through the Wildlife Conservation Board (State); and the TRUST FOR PUBLIC LAND, a California nonprofit public benefit corporation (TPL).

RECITALS

A. County and State entered into the CALIFORNIA WILDLIFE CONSERVATION BOARD GRANT AGREEMENT FOR ACQUISITION OF FEE INTEREST, effective June __, 2006, to which is assigned the Grant Agreement Number WC-5096RN (the Agreement), in which State agreed to grant funds (the Grant Funds) to County for the purpose of facilitating County's acquisition of certain lands in Los Angeles County for the purposes set forth in the Agreement. Initial-capitalized terms used in this Assignment and not defined herein shall have the meaning set forth in the Agreement.

B. One Million, Three Hundred Twenty Thousand, Six Hundred Eighty Five Dollars is available for disbursement under and subject to the terms of the Agreement.

C. County wishes to assign its rights to the Agreement to TPL. TPL wishes to assume the obligations of County under the Agreement. State is willing to consent to this assignment and assumption subject to the terms and conditions of this Assignment.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference into this Assignment, County, TPL, and State hereby agree to the following:

1. **Assignment and Assumption.** County hereby assigns, conveys and transfers to TPL all of County's right, title, interest, and obligations as Grantee under the Agreement.

TPL hereby accepts such assignment and agrees to be bound by all of the terms and provisions of the Agreement and assumes any and all obligations of Grantee arising under the Agreement.

2. **Consent to Assignment, Assumption and Release.** State consents to the assignment of funds to TPL and TPL's assumption of all of the County's rights and obligations under the Agreement and releases County from any and all obligations, as surety, and principal under the Agreement.

3. **Status of TPL.** TPL certifies that it is an organization described in Section 501(c)(3) of the Internal Revenue Code and that it is not a private foundation as defined by Internal Revenue Code Section 509. TPL shall advise State immediately in writing if the federal government gives notification that the tax status of TPL has changed. If the

existence of TPL is terminated for any reason, title to all interest in real property acquired with State funds shall immediately vest in the State. However, prior to that termination, upon approval of State, another public agency or nonprofit organization may receive title to all or a portion of that interest in real property by recording its acceptance of title in writing. Any deed or other instrument of conveyance whereby real property is being acquired by a nonprofit organization pursuant to Section 1391 of the Fish and Game Code shall be recorded and shall set forth the executory interest or right of entry on the part of the State.

4. **Transfer of Real Property.** It is the intent of the parties that all Property acquired using the Grant Funds shall be owned by the County of Los Angeles or other appropriate public entity within whose corporate boundaries or sphere of influence said lands lie (final titleholder), and that the Property shall be used, operated, maintained and managed for the purposes of wildlife habitat preservation, restoration and management, wildlife-oriented education and research, and for compatible public or private uses, all as may be consistent with wildlife habitat preservation and protection of sensitive biological resources. County and TPL each acknowledge and agree that, in addition to the conditions set forth in the Agreement, distribution of the Grant Funds into escrow by State will be conditioned upon and subject to the designation of a final titleholder acceptable to State, and execution of a formal agreement between said final titleholder and State sufficient to protect the interest of the State of California. In furtherance of the foregoing, the State hereby agrees that the County of Los Angeles is an acceptable final titleholder under the terms of this Assignment and the Agreement. Nothing in this Paragraph shall be construed to prohibit the subsequent transfer of any Property acquired using Grant Funds in accordance with Paragraph 2.2 iii of the Agreement.

5. **Effectiveness of Assignment.** This Assignment shall be deemed effective as of the date executed by the last of the parties to do so (the effective date), and shall be binding upon and inure to the benefit of the permitted successors and assigns of the respective parties. Except as otherwise specifically provided in this Assignment, the rights and obligations of TPL and the State shall be those set forth in the Agreement.

6. **Grant Agreement Revision.** Exhibit D1 of this Assignment is hereby added as Exhibit D1 of the Agreement and, with respect to any Property acquired after the date of this Assignment, all references to Exhibit D in the Agreement shall hereby be deemed to be references to Exhibit D1.

7. **Counterparts.** The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be signed by all the Parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

IN WITNESS WHEREOF, County, TPL, and State have executed this Assignment as set forth below.

COUNTY OF LOS ANGELES, a subdivision of the State of California

Dated: _____, 2006

By: _____
Russ Guiney
Director
Department of Parks and Recreation

TRUST FOR PUBLIC LAND, a California nonprofit public benefit corporation

Dated: _____, 2006

By: _____
Gilman Miller
Regional Counsel

STATE OF CALIFORNIA:
WILDLIFE CONSERVATION BOARD

Dated: _____, 2006

By: _____
Al Wright
Executive Director

EXHIBIT D1

Recording requested by, and when recorded, return to:	)
State of California Wildlife Conservation Board Attn: Randall J. Nelson 1807 13th Street, Suite 103 Sacramento, CA 95814-7137	)

Project Name: Marshall Canyon Conservation Corridor *Space above this line for Recorder's use*
County: Los Angeles County

NOTICE OF UNRECORDED GRANT AGREEMENT

This Notice of Unrecorded Grant Agreement (Notice), dated as of _____, is recorded to provide notice of an agreement between the State of California, by and through the Wildlife Conservation Board ("WCB") and The Trust for Public Land ("TPL").

RECITALS

A. On June __, 2006, WCB and the County of Los Angeles (County) entered into a certain Grant Agreement, Grant No. WC-5096RN ("Grant"), pursuant to which WCB granted to County certain funds intended for the acquisition of fee interest in certain lands in Los Angeles County.

B. As of June __, 2006, WCB, County, and TPL entered into an Assignment and Assumption of Grant Agreement (Assignment), pursuant to which County assigned and TPL assumed all of County's rights, title, interest, and obligations as Grantee under said Grant Agreement for the said funds.

C. In accordance with and pursuant to the Assignment, WCB granted to TPL certain funds for the acquisition of fee interest in certain real property, more particularly described in attached Exhibit A and incorporated by reference (the "Real Property").

D. Under the terms of the Grant, WCB reserved certain rights with respect to the Real Property.

E. As successor in interest to County, TPL is required under the terms of the Assignment to execute this Notice to provide constructive notice to all third parties regarding WCB's reserved rights under the Grant.

NOTICE

1. The Real Property (including any portion of it or any interest in it) may not be sold or exchanged without the written approval of the State of California, acting through the Executive Director of the Wildlife Conservation Board, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained and the terms and conditions of the Grant Agreement are assumed by any successor in interest.

2. The Real Property (including any portion of it or any interest in it) may not be used as security for any debt without the written approval of the State of California, acting through the Executive Director of the Wildlife Conservation Board, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained.

3. For additional terms and conditions of the Grant, reference should be made to the Grant Agreement which is on file with the Wildlife Conservation Board, 1807 13th Street, Suite 103, Sacramento, California 95814-7137; *mailing address*: Wildlife Conservation Board, c/o Department of Fish and Game, P. O. Box 944209, Sacramento, CA 94244-2090.

THE TRUST FOR PUBLIC LAND

By: _____
Gilman Miller, Regional Counsel