



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://cao.co.la.ca.us>

DAVID E. JANSSEN
Chief Administrative Officer

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

August 29, 2006

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:

**DIRECT SALE OF VARIOUS PARCELS OF COUNTY SURPLUS REAL PROPERTY
TOPANGA, UNINCORPORATED LOS ANGELES COUNTY
(THIRD DISTRICT) (3-VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that each of the County-owned real properties, as shown on the attached maps and legally described in Attachment 1, are no longer necessary for County or other public purposes and that each property's estimated sales price does not exceed \$100,000.
2. Find that the sales of these properties are categorically exempt from the California Environmental Quality Act (CEQA).
3. Approve the application for a Certificate of Compliance and sale of the County's right, title and interest in a portion of the property located south of Paradise Lane, Topanga to adjoining landowner Gail L. Dunphy for \$6,150, (subject to a \$1,000 credit) and instruct the Mayor to execute the attached Sale and Purchase Agreement (Attachment 2), and upon presentation, a Quitclaim Deed similar to the attached (Attachment 3).
4. Approve the application for a Certificate of Compliance and sale of the County's right, title and interest in the property located south of Paradise Lane, Topanga to adjoining landowner Christopher D. Wynn for \$10,680, and instruct the Mayor to execute the attached Sale and Purchase Agreement (Attachment 2), and upon presentation, a Quitclaim Deed similar to the attached (Attachment 3).

5. Approve the sale of the County's right, title and interest in the property located south of Paradise Lane, Topanga to adjoining landowner Mark A. Markgraf for \$4,288 and instruct the Mayor to execute the attached Sale and Purchase Agreement (Attachment 2), and upon presentation, a Quitclaim Deed similar to the attached (Attachment 3).
6. Approve the sale of the County's right, title and interest in the property located north of Cheney Drive, Topanga to adjoining landowners Jennifer and Carl Strom for \$14,253, and instruct the Mayor to execute, upon presentation, a Sale and Purchase Agreement and Quitclaim Deed similar in format to those provided in attachment 2 and attachment 3 respectively.
7. Approve the application for a Certificate of Compliance and instruct the Director of Regional Planning to waive the associated application fees in the amount of \$1,471 pertaining to the County's joint application with the adjoining property owner, Aaron Allan and Adriane Allan, for Certificates of Compliance on County-owned property located on Imperial Trail, Topanga.
8. Approve the application for a Certificate of Compliance and instruct the Director of Regional Planning to waive the associated application fees in the amount of \$1,471 pertaining to the County's joint application with the adjoining property owner, Armida Caseres, for a Certificate of Compliance on County-owned property located on Imperial Trail, Topanga.
9. Authorize the CAO to execute all necessary documents, including any amendments to the purchase and sale agreements subsequent to your Board's approval, applications for Certificates of Compliance and any other documents necessary to complete the sale transactions, upon approval of the documents by County Counsel.
10. Instruct the Auditor-Controller to deposit the proceeds into the Asset Development Implementation Fund.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to approve the direct sale of, and convey title to, unimproved surplus County-owned real property in the Topanga Canyon area. These parcels are part of 164 scattered acres that the County owns in the Topanga area. Of this acreage, 58 are proposed to be sold to the State for annexation into Topanga State Park, 50 will be sold to the Santa Monica Mountains Conservancy (Conservancy) in accordance with the Public Resources Code (PRC) and the remaining, such as the parcels that are the subject of this proposed Board action, will be sold to private parties on a direct basis in accordance with State law.

Additionally, if adopted, these recommendations will allow the County to split one lot for sale to separate buyers (Dunphy and Wynn) and in conjunction with Department of Regional Planning the split of this lot will be considered via the Certificate of Compliance process. Lastly, the proposed recommendations, if adopted will allow Allan and Caseres to obtain title insurance.

These properties were acquired by the County in the 1950's as a result of property tax defaults and have never been contemplated for use or development by the County. In each instance, the prospective buyers own the adjoining property which is used for residential purposes, and will be acquiring the County's parcel subject to a restriction precluding further development of habitable structures.

The sale of these properties will eliminate any further County exposure to liability, eliminate ongoing maintenance costs, return the properties to the tax rolls, and provide the County funds that can be better allocated for the rehabilitation, purchase, or construction of other County facilities.

Implementation of Strategic Plan Goals

The proposed recommendations are consistent with the County Strategic Plan goals of service excellence and fiscal responsibility (Goals 1 and 4) by facilitating the sale of surplus real property, generating capital funds which could be used in capital projects and/or other investments in public infrastructure.

FISCAL IMPACT/FINANCING

Based upon sales of similar properties in the Topanga area, CAO staff has determined that the sale amounts for these properties represent the fair market value for these unimproved properties and that the value is appropriately discounted to reflect the limitations on development that will be imposed by the County upon their transfer.

The sale to Dunphy is subject to an offset of \$1,000 to cover the cost incurred by Dunphy for removal of a fallen tree on the County property.

The sales prices total \$35,371, averaging about \$82,000 per acre. The proceeds from these sales will be deposited into the County's Asset Development Implementation Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The sale of these properties directly to private parties is authorized by Section 25526.7 of the California Government Code which authorizes the direct sale of surplus real property having an estimated sales price not exceeding \$100,000. When your Board approves these types of sales there is no requirement to publish a prior notice.

In accordance with your Board's policy, each deed reserves the mineral rights for the property to the County. Additionally, deed restrictions will be placed upon each property prohibiting, among other things, the development of habitable structures and allowing the County the opportunity to develop fire breaks on the property in the future. Additionally, as a condition of the sale, the homeowners will be required to combine the County lots being acquired with their existing lots.

The Conservancy was notified of the County's proposed sale of these properties in accordance with the PRC Section 33207 and provided the option to purchase the property. Though the Conservancy indicated interest in purchasing a portion of the 164 acre holding, with respect to these particular properties, the Conservancy chose not to exercise its right of first refusal.

As required by Government Code Section 65402, the proposed sales were submitted to the Department of Regional Planning which has jurisdiction for determining conformance with the adopted general plan. No objection to these sales was received.

Notice was also given to the appropriate public agencies of the proposed sale as required by Government Code Section 54222. Of the responses received, none notified the County of any intent to purchase or lease the properties.

County Counsel has reviewed the Sale and Purchase Agreements pertaining to the Dunphy, Wynn and Markgraf transactions and has approved them as to form.

ENVIRONMENTAL DOCUMENTATION

The sale of these properties is categorically exempt from CEQA, as specified in Class 12, of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57. Furthermore, though the subject properties are located in the Santa Monica Mountains Zone, which has been identified by CEQA as an area of regional significance, Section 15312 of State CEQA Guidelines specifically exempts the sale of such surplus property when the property is of such size, shape, or inaccessibility that it is incapable of independent development.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The sale of these properties is in the best interest of the County, in that the resulting funds from the sale can be used to finance improvements identified as part of the assessment of infrastructure needs of the County's improved real property.

The Honorable Board of Supervisors
August 29, 2006
Page 5

CONCLUSION

It is requested that the Executive Officer, Board of Supervisors, return an executed Sale and Purchase Agreement and Quitclaim Deed for each property (total of three) sold, and two certified copies of the Minute Order, and the adopted, stamped Board letter to the CAO Real Estate Division at 222 South Hill Street, 3rd Floor, Los Angeles, CA 90012 for further processing.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "David E. Janssen", with a stylized flourish at the end.

DAVID E. JANSSEN
Chief Administrative Officer

DEJ:CB
CK:dd

Attachments (3)

c: County Counsel
Auditor-Controller

TopangaSecondSeries.bl

ATTACHMENT 1
LEGAL DESCRIPTIONS AND MAPS

SEARCH NO

2005081002025001-07

REVISED
 820223816
 2004010502005002-07

TRA
 1863

P.A.
 4441-1
 SHEET 4442-2-3

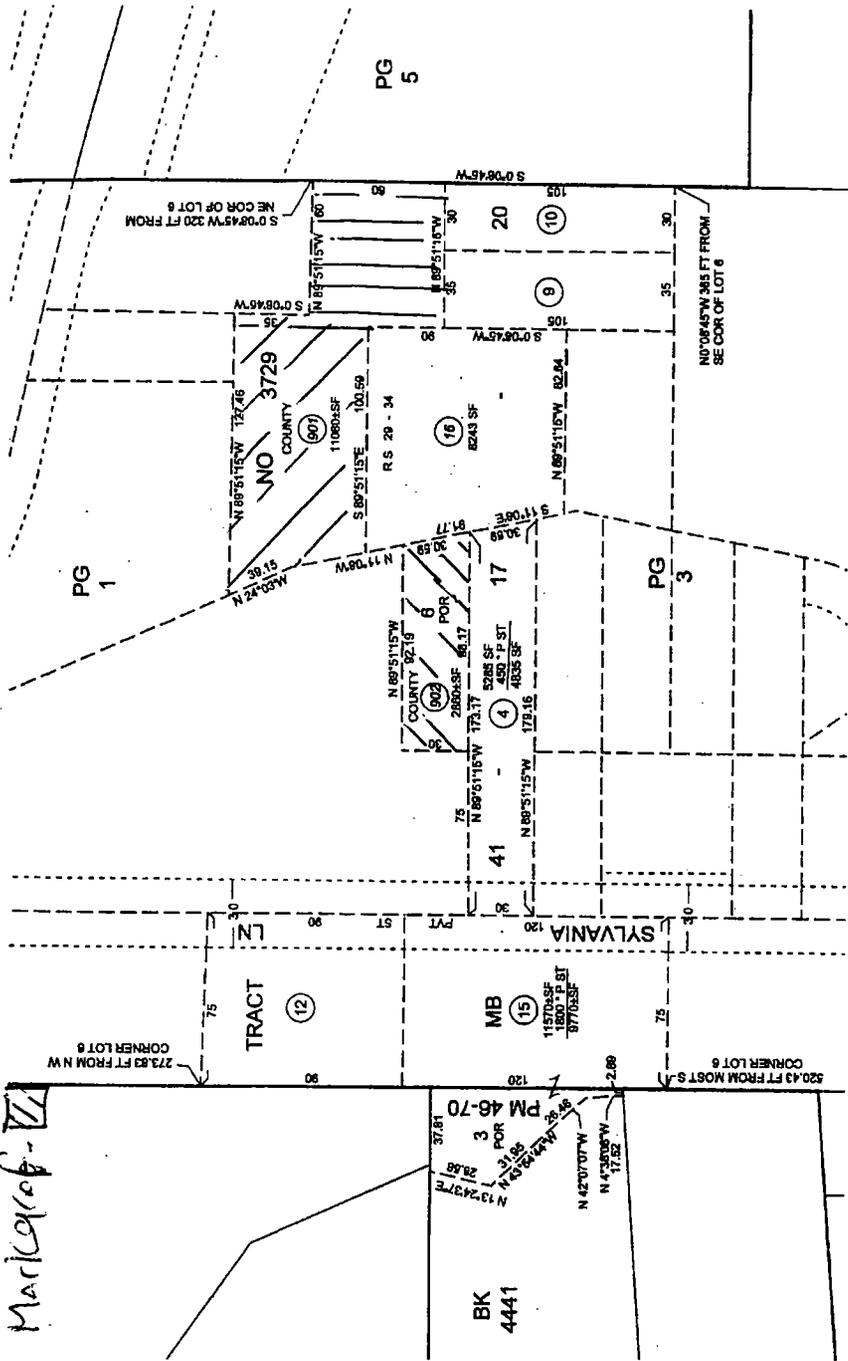
4442
 2
 SHEET

2600

Sold to Dunphy - III
 Sold to Weyn -
 Sold to Markgraf -



MAPPING AND GIS
 SERVICES
 SCALE 1" = 50'

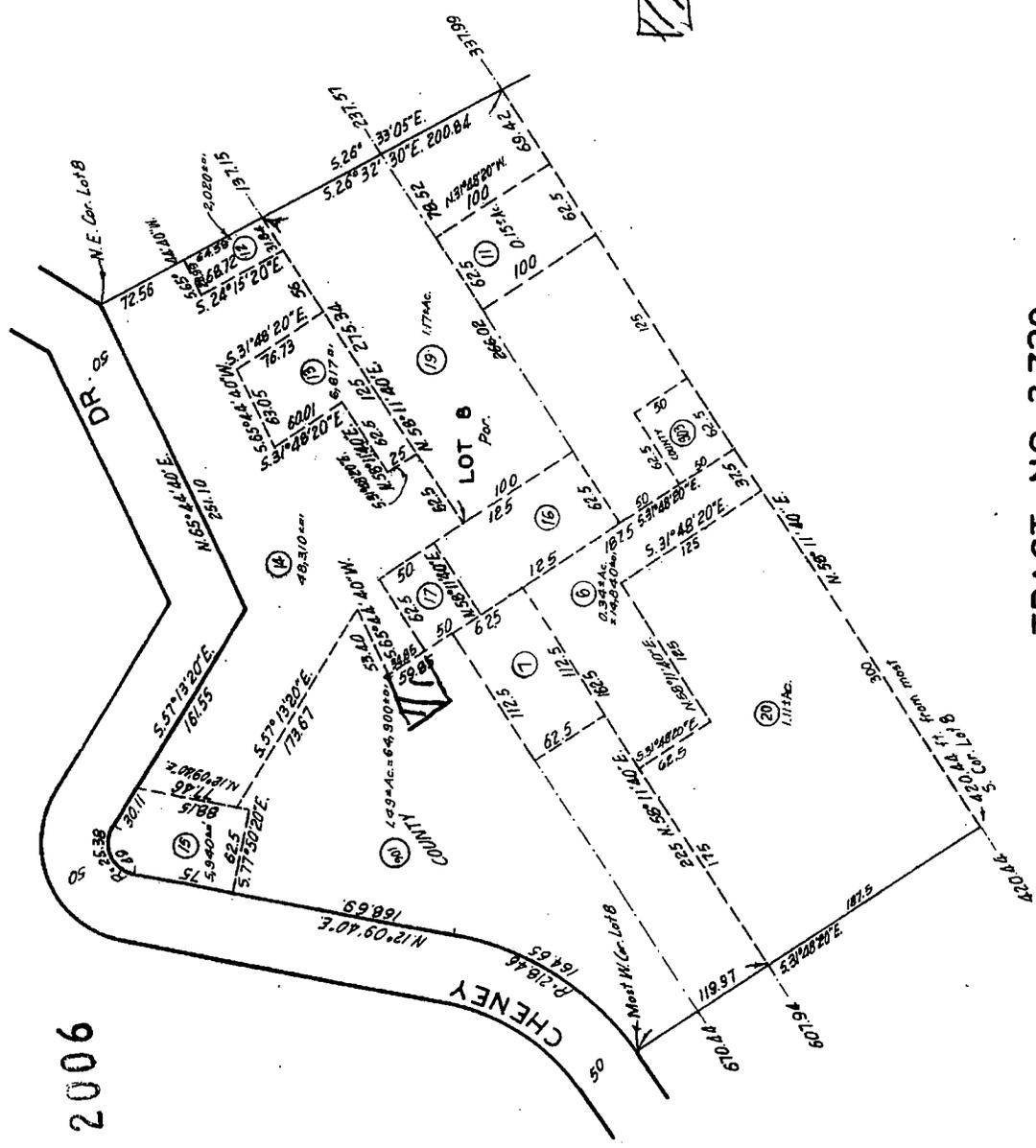


AUG 10 2005

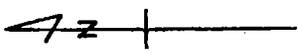
Revised:
 4-3-58
 1-16-62
 681115
 710307805
 9412805200001-07
 200509012000000007

4441 5
 SCALE 1" = 60'

2006



to be sold
 to Strom



CODE
 1653

TRACT NO. 3729
 M.B. 41-17-20

AUG 01 2005

FOR PREV. ASSM'T. SEE: 4441-5

ASSessor's MAP
 COUNTY OF LOS ANGELES, CALIF.

Legal Description Sale to Dunphy

That portion of Lot 6, of Tract 3729, as per map recorded in Book 41, Pages 17 to 20 inclusive of Maps in the office of the County Recorder of Los Angeles County, State of California and is described as follows:

Parcels 93 and 94 as shown on Licensed Surveyor's Map filed in Book 29 Page 34 of Records of Survey in the office of the County Recorder of the County of Los Angeles TOGETHER with the easterly 5.00 feet of Parcel 99 as shown on said map.

Legal Description Sale to Wynn

That portion of Lot 6, of Tract 3729, as per map recorded in Book 41, Pages 17 to 20 inclusive of Maps in the office of the County Recorder of Los Angeles County, State of California and is described as follows:

Parcels B and 86 as shown on Licensed Surveyor's Map filed in Book 29 Page 34 of Records of Survey in the office of the County Recorder of the County of Los Angeles.

Parcel 99 as shown on Licensed Surveyor's Map file in Book 29 Page 34 of Records of Survey in the office of the County recorder of the County of Los Angeles EXCEPT there from the easterly 5.00 feet thereof.

Legal Description Sale to Markgraf

That portion of Lot 6, of Tract 3729, as per map recorded in Book 41, Pages 17 to 20 inclusive of Maps in the office of the County Recorder of Los Angeles County, State of California and is described as follows:

Parcel 79 as shown on Licensed Surveyor's Map filed in Book 29 Page 34 of Records of Survey in the office of the County Recorder of the County of Los Angeles.

Legal Description Sale to Strom

That portion of Lot 8 of Tract No 3729 as per map recorded in Book 41, pages 7 to 20 of Maps, recorded with the Registrar Recorder of Los Angeles County described as follows:

Lot 49 as shown on Record of Survey Map filed in book 44, pages 36 and 37 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

ATTACHMENT 2
SALE AND PURCHASE AGREEMENTS

SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2006 by and between the **COUNTY OF LOS ANGELES** ("Seller"), and Gail L. Dunphy ("Buyer"). Based upon the mutual consideration provided for herein, Seller and Buyer agree as follows:

1. Sale and Purchase, Seller is the owner of certain real property located at Paradise Lane in the Topanga area of unincorporated County of Los Angeles, State of California and legally described in Exhibit A, attached hereto and incorporated herein by reference, ("Property"). Seller desires to sell the Property, and convey it to Buyer, and Buyer desires to purchase the Property and accept it from Seller, for the consideration and on the terms and conditions hereinafter set forth.

2. Purchase Price. The purchase price ("Purchase Price") for the Property is Six Thousand One Hundred and Fifty and NO/100 Dollars (\$6,150.00), payable by Buyer to Seller as follows:

- A) Five Hundred and NO/100 Dollars (\$500.00) receipt of which is hereby acknowledged by the Seller ("Down Payment"). The Down Payment shall be refunded to Buyer only in the event the Property is not conveyed to Buyer due to Seller's inability to convey the Property.
- B) One Thousand and NO/100 Dollars (\$1,000) credit to Buyer as reimbursement for the cost incurred by Buyer for the removal of a tree located on the Property and damage to any property owned by Buyer as a result of such removal.
- C) The remaining balance of Four Thousand Six Hundred Fifty and NO/100 Dollars (\$4,650) to be paid in full on August 14, 2006, which is one business day prior to the conveyance of the Property in accordance with Section 4.

Payments shall be made by certified check payable to the County of Los Angeles.

3. Costs. All costs and expenses related to this transaction shall be paid by Buyer, including, but not limited to, Certificate of Compliance application fees payable to Regional Planning, the cost of a title insurance policy, and all documentary transfer taxes and document drafting, recording and any other miscellaneous charges and fees. In the event any cost or expense is paid by Seller, Buyer shall immediately upon Seller's request remit a check payable to the County of Los Angeles in an amount equal to such costs and expenses.

4. Conveyance and Closing Date. Seller shall convey the Property to Buyer by quitclaim deed ("Deed"), subject to:

- A) All taxes, interest, penalties and assessments of record assessed but not yet due, if any;
- B) covenants, conditions, restrictions, reservations, easements, licenses, rights, and rights-of-way of record;
- C) the restrictions that:
 - i) at no time and under no circumstances shall Habitable Structures, as that term is defined herein, be constructed on the Property;
 - ii) the Property shall be subject to the right in perpetuity of the County of Los Angeles or its assignees for Fire Break Construction as that term is defined herein on portions of the Property;
 - iii) at no time shall the Property be used for commercial agricultural purposes, including, but not limited to, development of vineyards, clearing and/or irrigating the land for the purpose of growing crops for sale or inclusion in a commercial product or use of chemicals for the purpose of promoting the growth of plant life;
 - iv) any lighting installed upon the Property must use low intensity directional lighting and screening to minimize light spillover and glare onto residential neighborhoods and park lands, thereby preserving to the extent consistent with public safety, a natural night sky. Night lighting of outdoor recreational specialty courts such as tennis courts is expressly prohibited by this language;
 - v) except as provided in subsection (b) below, fences higher than six feet shall not be installed on any part of the Property;
 - vi) the Property, along with property currently owned by Buyer and described in Exhibit B attached hereto and incorporated herein by reference, will be held as one parcel by the Buyer and no portion of the Property will be sold, conveyed, assigned, granted, or bequeathed separately; and
 - vii) the use of any portion of the Property for the purposes of Transfer Development Credit, or for any purpose associated with allowing the increased development of other property located in California, is expressly prohibited;

- viii) in the event that County of Los Angeles determines that the owner in possession is not complying with these restrictions, then all right, title, and interest in and to the Property shall revert back to the County of Los Angeles upon providing a 30 day notice to the record owner of the Property of its failure to comply with these restrictions and without any necessity of any other affirmative action on the part of the County of Los Angeles.

The defined terms are as follows:

- (a) **Habitable Structure:** is defined as any enclosed structure having any type of plumbing fixtures or food preparation area, including but not limited to: (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves or other equipment for the purpose of preparing food and; (2) bathroom facilities including toilets, sinks, tubs and showers.
 - (b) **Fire Break Construction:** is defined as construction of walls of varying height and width using any type of fire resistant building materials. Construction of such walls will be within 5 feet of the nearest property line of the Property
- D. Seller's reservation to itself and exception from the conveyance contemplated herein of all oil, gas, hydrocarbons, or other minerals in and under the Property, without the use of the surface or subsurface, to a depth of 500 feet, measured vertically, from the surface of the Property.
 - E. Seller shall convey the Property on or before the later of (i) August 15, 2006, or (ii) a date occurring 15 days after the date the County of Los Angeles Board of Supervisors approves the sale of the Property.

In satisfaction of item C) vi) above, Buyer agrees to execute the Covenant Agreement attached hereto as Exhibit C and incorporated herein by reference.

5. Title.

- A. Buyer understands that the Property is being sold without any warranty regarding the condition of title to the Property; Buyer accepts all matters of record and understands that Seller will not provide a policy of title insurance and makes no representations or warranties as to condition of title. Seller recommends that Buyer retain, at Buyer's sole cost and expense, a licensed title company to issue a policy of title insurance. Buyer agrees that the condition of title shall not be cause for Buyer's cancellation of this Agreement and in the event Buyer cancels the sale because of problems related to title, then Seller shall retain the Down Payment.
- B. Seller has consented to Buyer's request to subdivide Lot 99 to create two lots, one comprised of the westerly 15 feet thereof and the second comprised of the remainder of Lot 99 which shall be conveyed to Buyer as described on the attached Exhibit A, provided Buyer complies with the following conditions:
- (i) Buyer prepares and within 10 days of the date the Board of Supervisors approves the sale contemplated by this Agreement, executes a joint application with Seller for a Certificate of Compliance and submits said application to the County of Los Angeles Department of Regional Planning ("Regional Planning") for the purpose of ratifying the subdivision of Lot 99.
 - (ii) Buyer prepares the application satisfactory to Seller and is solely responsible for all costs associated with said application.
 - (iii) Buyer complies with any conditions imposed by Regional Planning related to the application and approval for a Certificate of Compliance.

6. Recording. Seller shall prepare the Deed indicating title to the Property to be vested in the name of the Buyer as follows: Gail L. Dunphy and shall cause the Deed to be recorded in the official records of the Los Angeles County Recorder upon the execution of this Agreement.

7. Delivery of Deed. Seller shall transmit to Buyer a copy of the Deed stamped by the Recorder, the original of which shall be mailed to the Buyer by the Recorder at the address for notice to Buyer pursuant to Section 14 hereof.

8. Condition of the Property.

- A. Buyer acknowledges that Buyer is purchasing the Property "as is," solely in reliance on Buyer's own investigation, and that no representation or warranty of any kind whatsoever, express or implied, has been made by Seller or Seller's agents. Any information given or disclosure made to Buyer by Seller or Seller's agents concerning the Property shall not constitute a representation or warranty made by Seller. Buyer has been given the full opportunity to inspect the Property prior to execution of this Agreement. Buyer shall assume the cost and expense for the removal of all contaminated materials, toxic or hazardous substances, and asbestos, if any, on the Property.
- B. Seller has disclosed to Buyer the following information that impacts Buyer's use of the Property: None, other than as set forth herein. Such disclosures are not exhaustive and do not imply that no other conditions impact Buyer's use of, or the value of the Property or that other conditions are not known to Seller.
- C. Buyer also acknowledges that it is aware of all zoning regulations, other governmental requirements, site and physical conditions, and all other matters affecting the use and condition of the Property, and Buyer agrees to purchase the Property in said condition.
- D. Buyer waives any and all claims, and agrees to indemnify, defend, save and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents, from and against any and all liability, expense (including defense costs and legal fees), and claims for damages of any nature whatsoever, including, but not limited to, property damage arising from or connected with a tree located on Property owned by Seller that fell in 2004 and the removal thereof.

9. Possession/Risk of Loss. All risk of loss or damage with respect to the Property shall pass from Seller to Buyer upon recordation of the Deed.

10. Brokerage Commission. Buyer and Seller hereby acknowledge and represent that there are no broker's commission or finder's fees due in connection with the transaction contemplated by this Agreement. Each party shall indemnify and hold the other party harmless from any claim of any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of either party with respect to the transaction contemplated hereunder.

11. Conflicts. In the event of a conflict between the provisions of this Agreement and the provisions of any other documents executed or agreement made or purported to be executed or made between the parties prior to the date hereof, the provisions contained in this Agreement shall in all instances govern and prevail.

12. Assignment. This Agreement is not assignable. Buyer shall not assign or attempt to assign this Agreement, or any rights hereunder, to any other person or entity. Any such assignment or purported assignment shall be null and void, and of no force and effect whatsoever.

13. Notices. All notices, demands and requests required or desired to be given pursuant to this Agreement by either party shall be sent by United States Mail, registered or certified postage prepaid, and addressed to the parties as follows:

Seller: County of Los Angeles
Chief Administrative Office
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Carlos Brea, Manager
Property Management

Buyer: Gail Dunphy
4201 Topanga Canyon Boulevard
Woodland Hills, CA 91364

Notices, demands and requests served in the above manner shall be considered sufficiently given or served for all purposes under this Agreement at the time the notice, demand or request is postmarked to the addresses shown above.

14. Time is of the Essence. Time is of the essence for each and every term, condition, covenant, obligation and provision of this Agreement.

15. Seller's Remedies. In the event of Buyer's failure to consummate the transaction contemplated by this Agreement, Seller shall have all remedies in law and equity, and shall be entitled to enforce this Agreement and to obtain the benefit of the bargain contained herein. The retention by Seller of the Down Payment to set off such consequential damages based on the cost to the Seller of the sale shall not be deemed a waiver or relinquishment of any other remedies.

THE DOWN PAYMENT SHALL BE RETAINED BY SELLER, IN THE EVENT OF BUYER'S FAILURE TO CONSUMMATE THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT, TO COMPENSATE SELLER FOR THE COST ASSOCIATED WITH NEGOTIATING, OBTAINING BOARD OF SUPERVISOR APPROVAL AND ENTERING INTO THIS AGREEMENT, WHICH AMOUNT SHALL BE PRESUMED TO BE A REASONABLE ESTIMATE OF THE AMOUNT OF ACTUAL CONSEQUENTIAL DAMAGES SUSTAINED BY SELLER BECAUSE OF BUYER'S BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY. SELLER HAS AUDITED ITS HISTORIC COSTS OF CONDUCTING NEGOTIATIONS, OBTAINING BOARD OF SUPERVISOR APPROVAL AND ENTERING INTO THIS AGREEMENT AND HAS DETERMINED THAT SUCH COSTS EXCEED TWENTY FIVE THOUSAND DOLLARS (\$25,000). AS SUCH, BUYER AND SELLER AGREE THAT SELLER'S RETENTION OF THE DOWN PAYMENT IS PARTICULARLY APPROPRIATE FOR THIS TRANSACTION; THAT THE AMOUNT OF THE DOWN PAYMENT IS INSUFFICIENT TO COVER SELLER'S COST OF THIS TRANSACTION, AND AGREE THAT THE DOWN PAYMENT SHALL BE RETAINED BY SELLER, TOGETHER WITH ALL REMEDIES AT LAW OR IN EQUITY TO OTHERWISE ENFORCE THIS AGREEMENT AND OBTAIN THE BENEFIT OF THE BARGAIN, IN THE EVENT OF BUYER'S BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY. SELLER'S OTHER REMEDIES SHALL INCLUDE, WITHOUT LIMITATION, TO SUE FOR THE EXCESS, IF ANY, WHICH WOULD HAVE BEEN DUE TO THE SELLER UNDER THIS AGREEMENT OVER THE VALUE OF THE PROPERTY TO SELLER, PLUS INTEREST, OR TO SUE FOR SPECIFIC PERFORMANCE.

Seller's Initials _____

Buyer's Initials SD

16. County Lobbyist Ordinance Buyer is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate this Agreement.

17. Severability. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be severed from the Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of the Agreement, provided the remaining Agreement can be reasonably and equitably enforced.

18. Binding on Successors. Subject to the limitations set forth herein, the Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

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

20. 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.

21. 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.

22. 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.

23. 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.

24. Required Actions of Buyer and Seller. Buyer and Seller agree to execute all such instruments and documents and to take all action as may be required in order to consummate the purchase and sale herein contemplated.

25. Power and Authority. The Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

26. Survival of Covenants. The covenants, agreements, representations and warranties made herein are intended to survive the consummation of the sale of the Property and recordation of the Deed.

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

IN WITNESS HEREOF, the parties have executed this Agreement as of the day and year first written above.

BUYER

By: Gail L. Dunphy
Gail L. Dunphy

Upon approval of this Agreement, a signed copy will be mailed to Buyer.

SELLER

COUNTY OF LOS ANGELES

By _____
Mayor, Los Angeles County

ATTEST:

Sachi A. Hamai
Executive Officer, Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.

By Kathleen Felice
Deputy

EXHIBIT A
LEGAL DESCRIPTION
PROPERTY TO BE ACQUIRED

Parcels 93 and 94 as shown on Licensed Surveyor's Map filed in Book 29 Page 34 of Records of Survey in the office of the County Recorder of the County of Los Angeles TOGETHER with the easterly 5.00 feet of Parcel 99 as shown on said map.

EXHIBIT B
PROPERTY CURRENTLY OWNED BY BUYER

That portion of Lot 6, of Tract 3729, as per map recorded in Book 41, Pages 17 to 20 inclusive of Maps in the office of the County Recorder of Los Angeles County, State of California and is described as follows:

Parcels 95 and 96 as shown on Licensed Surveyor's Map filed in Book 29, Page 34 of Record of Surveys, in the office of the County Recorder of Los Angeles County.

Exhibit C

RECORDING REQUESTED BY & MAIL TO

County of Los Angeles .
222 South Hill Street, 3rd Floor .
Los Angeles, CA 90012 .
Attention: Carlos Brea .

SPACE ABOVE THIS LINE FOR RECORDER'S USE

COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL

The undersigned hereby certify that they are the owner of the real property described below located in the Topanga area of the Unincorporated County of Los Angeles, State of California that is legally described as follows:

That portion of Lot 6, of Tract 3729, as per map recorded in Book 41, Pages 17 to 20 inclusive of Maps in the office of the County Recorder of Los Angeles County, State of California and is described as follows:

Parcels 93, 94, 95 and 96 TOGETHER with the easterly 5.00 feet of Parcel 99 as shown on Licensed Surveyor's Map filed in Book 29, Page 34 of Record of Surveys, in the office of the County Recorder of Los Angeles County.

This property is located at and is known by the following address and Assessor Parcel Numbers (APN):
20336 Paradise Lane, Topanga, APN Nos. 4442-001-014 and 4442-002-900 (portion)

I hereby agree and covenant with the County of Los Angeles that the above legally described real property shall be held as one parcel and no portion shall be sold separately.

This covenant and agreement is executed for the purpose of prohibiting the further subdivision of the land described herein.

This covenant and agreement shall run with all the above described land and shall be binding upon ourselves, and future owners, encumbrancers, their successors, heirs or assignees and shall continue in effect in perpetuity.

Agreed to:



Gail L. Dunphy

SIGNATURES MUST BE NOTARIZED

SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2006 by and between the **COUNTY OF LOS ANGELES** ("Seller"), and Christopher D. Wynn ("Buyer"). Based upon the mutual consideration provided for herein, Seller and Buyer agree as follows:

1. Sale and Purchase, Seller is the owner of certain real property located at Paradise Lane in the Topanga area of unincorporated County of Los Angeles, State of California and legally described in Exhibit A, attached hereto and incorporated herein by reference, ("Property"). Seller desires to sell the Property, and convey it to Buyer, and Buyer desires to purchase the Property and accept it from Seller, for the consideration and on the terms and conditions hereinafter set forth.

2. Purchase Price. The purchase price ("Purchase Price") for the Property is Ten Thousand Six Hundred Eighty and NO/100 Dollars (\$10,680.00), payable by Buyer to Seller as follows:

A) One Thousand and NO/100 Dollars (\$1,000.00) receipt of which is hereby acknowledged by the Seller ("Down Payment"). The Down Payment shall be refunded to Buyer only in the event the Property is not conveyed to Buyer due to Seller's inability to convey the Property.

B) The remaining balance of Nine Thousand Six Hundred Eighty and NO/100 Dollars (\$9,680) to be paid in full on August 14, 2006, which is one business day prior to the conveyance of the Property in accordance with Section 4.

Payments shall be made by certified check payable to the County of Los Angeles.

3. Costs. All costs and expenses related to this transaction shall be paid by Buyer, including, but not limited to, Certificate of Compliance application fees in the amount of One Thousand Four Hundred Fifty Seven and NO/100 Dollars (\$1,457) payable to Regional Planning, the cost of a title insurance policy, and all documentary transfer taxes and document drafting, recording and any other miscellaneous charges and fees. In the event any cost or expense is paid by Seller, Buyer shall immediately upon Seller's request remit a check payable to the County of Los Angeles in an amount equal to such costs and expenses.

4. Conveyance and Closing Date. Seller shall convey the Property to Buyer by quitclaim deed (the "Deed"), subject to:

- A) All taxes, interest, penalties and assessments of record assessed but not yet due, if any;
- B) covenants, conditions, restrictions, reservations, easements, licenses, rights, and rights-of-way of record;
- C) the restrictions that:
 - i) at no time and under no circumstances shall Habitable Structures, as that term is defined herein, be constructed on the Property;
 - ii) the Property shall be subject to the right in perpetuity of the County of Los Angeles or its assignees for Fire Break Construction as that term is defined herein on portions of the Property;
 - iii) at no time shall the Property be used for commercial agricultural purposes, including, but not limited to, development of vineyards, clearing and/or irrigating the land for the purpose of growing crops for sale or inclusion in a commercial product or use of chemicals for the purpose of promoting the growth of plant life;
 - iv) any lighting installed upon the Property must use low intensity directional lighting and screening to minimize light spillover and glare onto residential neighborhoods and park lands, thereby preserving to the extent consistent with public safety, a natural night sky. Night lighting of outdoor recreational specialty courts such as tennis courts is expressly prohibited by this language;
 - v) except as provided in subsection (b) below, fences higher than six feet shall not be installed on any part of the Property;
 - vi) the Property, along with property currently owned by Buyer and described in Exhibit B attached hereto and incorporated herein by reference, will be held as one parcel by the Buyer and no portion of the Property will be sold, conveyed, assigned, granted, or bequeathed separately;
 - vii) the use of any portion of the Property for the purposes of Transfer Development Credit, or for any purpose associated with allowing the increased development of other property located in California, is expressly prohibited; and
 - viii) in the event that County of Los Angeles determines that the owner in possession is not complying with these restrictions,

then all right, title, and interest in and to the Property shall revert back to the County of Los Angeles upon providing a 30 day notice to the record owner of the Property of its failure to comply with these restrictions and without any necessity of any other affirmative action on the part of the County of Los Angeles.

The defined terms are as follows:

- (a) **Habitable Structure:** is defined as any enclosed structure having any type of plumbing fixtures or food preparation area, including but not limited to: (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves or other equipment for the purpose of preparing food and; (2) bathroom facilities including toilets, sinks, tubs and showers.
 - (b) **Fire Break Construction:** is defined as construction of walls of varying height and width using any type of fire resistant building materials. Construction of such walls will be within 5 feet of the nearest property line of the Property
- D. Seller's reservation to itself and exception from the conveyance contemplated herein of all oil, gas, hydrocarbons, or other minerals in and under the Property, without the use of the surface or subsurface, to a depth of 500 feet, measured vertically, from the surface of the Property.
- E. Seller shall convey the Property on or before the later of (i) August 15, 2006, or (ii) a date occurring 15 days after the date both of the following have occurred (a) the County of Los Angeles Board of Supervisors approves the sale of the Property and (b) the Department of Regional Planning approves the application for a Certificate of Compliance pertaining to the subdivision of Lot 99 referenced in the attached Exhibit A Legal Description and Section 5.B. hereof.

In satisfaction of item C) vi) above, Buyer agrees to execute the Covenant Agreement attached hereto as Exhibit C and incorporated herein by reference.

5. Title.

- A. Buyer understands that the Property is being sold without any warranty regarding the condition of title to the Property; Buyer accepts all matters of record and understands that Seller will not provide a policy of title insurance and makes no representations or warranties as to condition of title. Seller recommends that Buyer

retain, at Buyer's sole cost and expense, a licensed title company to issue a policy of title insurance. Buyer agrees that the condition of title shall not be cause for Buyer's cancellation of this Agreement and in the event Buyer cancels the sale because of problems related to title, then Seller shall retain the Down Payment.

- B. Seller has consented to Buyer's request to subdivide Lot 99 to create two lots, one comprised of the easterly 5 feet thereof and the second comprised of the remainder of Lot 99 which shall be conveyed to Buyer as described on the attached Exhibit A, provided Buyer complies with the following conditions:
- (i) Buyer prepares and within 10 days of the date the Board of Supervisors approves the sale contemplated by this Agreement, executes a joint application with Seller for a Certificate of Compliance and submits said application to the County of Los Angeles Department of Regional Planning ("Regional Planning") for the purpose of ratifying the subdivision of Lot 99.
 - (ii) Buyer prepares the application satisfactory to Seller and is solely responsible for all costs associated with said application.
 - (iii) Buyer complies with any conditions imposed by Regional Planning related to the application and approval for a Certificate of Compliance.

6. Recording. Seller shall prepare the Deed indicating title to the Property to be vested in the name of the Buyer as follows: Christopher D. Wynn, an unmarried man and shall cause the Deed to be recorded in the official records of the Los Angeles County Recorder upon the execution of this Agreement.

7. Delivery of Deed. Seller shall transmit to Buyer a copy of the Deed stamped by the Recorder, the original of which shall be mailed to the Buyer by the Recorder at the address for notice to Buyer pursuant to Section 14 hereof.

8. Condition of the Property.

- A. Buyer acknowledges that Buyer is purchasing the Property "as is," solely in reliance on Buyer's own investigation, and that no representation or warranty of any kind whatsoever, express or implied, has been made by Seller or Seller's agents. Any information given or disclosure made to Buyer by Seller or Seller's agents concerning the Property shall not constitute a representation or warranty made by Seller. Buyer has been given the full opportunity to inspect the Property prior to execution of this Agreement. Buyer shall assume the cost and expense for the removal of all contaminated materials, toxic or hazardous substances, and asbestos, if any, on the Property.

- B. Seller has disclosed to Buyer the following information that impacts Buyer's use of the Property: None, other than as set forth herein. Such disclosures are not exhaustive and do not imply that no other conditions impact Buyer's use of, or the value of the Property or that other conditions are not known to Seller.
- C. Buyer also acknowledges that it is aware of all zoning regulations, other governmental requirements, site and physical conditions, and all other matters affecting the use and condition of the Property, and Buyer agrees to purchase the Property in said condition.
- D. Buyer waives any and all claims, and agrees to indemnify, defend, save and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents, from and against any and all liability, expense (including defense costs and legal fees), and claims for damages of any nature whatsoever, including, but not limited to, property damage arising from or connected with a tree located on Property owned by Seller that fell in 2004 and the removal thereof.

9. Possession/Risk of Loss. All risk of loss or damage with respect to the Property shall pass from Seller to Buyer upon recordation of the Deed.

10. Brokerage Commission. Buyer and Seller hereby acknowledge and represent that there are no broker's commission or finder's fees due in connection with the transaction contemplated by this Agreement. Each party shall indemnify and hold the other party harmless from any claim of any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of either party with respect to the transaction contemplated hereunder.

11. Conflicts. In the event of a conflict between the provisions of this Agreement and the provisions of any other documents executed or agreement made or purported to be executed or made between the parties prior to the date hereof, the provisions contained in this Agreement shall in all instances govern and prevail.

12. Assignment. This Agreement is not assignable. Buyer shall not assign or attempt to assign this Agreement, or any rights hereunder, to any other person or entity. Any such assignment or purported assignment shall be null and void, and of no force and effect whatsoever.

13. Notices. All notices, demands and requests required or desired to be given pursuant to this Agreement by either party shall be sent by United States Mail, registered or certified postage prepaid, and addressed to the parties as follows:

Seller: County of Los Angeles
Chief Administrative Office
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Carlos Brea, Manager
Property Management

Buyer: Christopher D. Wynn
20350 Paradise Lane
Topanga, CA 90290

Notices, demands and requests served in the above manner shall be considered sufficiently given or served for all purposes under this Agreement at the time the notice, demand or request is postmarked to the addresses shown above.

14. Time is of the Essence. Time is of the essence for each and every term, condition, covenant, obligation and provision of this Agreement.

15. Seller's Remedies. In the event of Buyer's failure to consummate the transaction contemplated by this Agreement, Seller shall have all remedies in law and equity, and shall be entitled to enforce this Agreement and to obtain the benefit of the bargain contained herein. The retention by Seller of the Down Payment to set off such consequential damages based on the cost to the Seller of the sale shall not be deemed a waiver or relinquishment of any other remedies.

THE DOWN PAYMENT SHALL BE RETAINED BY SELLER, IN THE EVENT OF BUYER'S FAILURE TO CONSUMMATE THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT, TO COMPENSATE SELLER FOR THE COST ASSOCIATED WITH NEGOTIATING, OBTAINING BOARD OF SUPERVISOR APPROVAL AND ENTERING INTO THIS AGREEMENT, WHICH AMOUNT SHALL BE PRESUMED TO BE A REASONABLE ESTIMATE OF THE AMOUNT OF ACTUAL CONSEQUENTIAL DAMAGES SUSTAINED BY SELLER BECAUSE OF BUYER'S BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY. SELLER HAS AUDITED ITS HISTORIC COSTS OF CONDUCTING NEGOTIATIONS, OBTAINING BOARD OF SUPERVISOR APPROVAL AND ENTERING INTO THIS AGREEMENT AND HAS DETERMINED THAT SUCH COSTS EXCEED TWENTY FIVE THOUSAND DOLLARS (\$25,000). AS SUCH, BUYER AND SELLER AGREE THAT SELLER'S RETENTION OF THE DOWN PAYMENT IS PARTICULARLY APPROPRIATE FOR THIS TRANSACTION; THAT THE AMOUNT OF THE DOWN PAYMENT IS INSUFFICIENT TO COVER SELLER'S COST OF THIS TRANSACTION, AND AGREE THAT THE DOWN PAYMENT SHALL BE RETAINED BY SELLER, TOGETHER WITH ALL REMEDIES AT LAW OR IN EQUITY TO OTHERWISE ENFORCE THIS AGREEMENT AND OBTAIN THE BENEFIT OF THE BARGAIN, IN THE EVENT OF BUYER'S BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY. SELLER'S OTHER REMEDIES SHALL INCLUDE, WITHOUT LIMITATION, TO SUE FOR THE EXCESS, IF ANY, WHICH WOULD HAVE BEEN DUE TO THE SELLER UNDER THIS AGREEMENT OVER THE VALUE OF THE PROPERTY TO SELLER, PLUS INTEREST, OR TO SUE FOR SPECIFIC PERFORMANCE.

Seller's Initials _____

Buyer's Initials cdw

16. County Lobbyist Ordinance Buyer is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate this Agreement.

17. Severability. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be severed from the Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of the Agreement, provided the remaining Agreement can be reasonably and equitably enforced.

18. Binding on Successors. Subject to the limitations set forth herein, the Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

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

20. 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.

21. 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.

22. 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.

23. 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.

24. Required Actions of Buyer and Seller. Buyer and Seller agree to execute all such instruments and documents and to take all action as may be required in order to consummate the purchase and sale herein contemplated.

25. Power and Authority. The Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

26. Survival of Covenants. The covenants, agreements, representations and warranties made herein are intended to survive the consummation of the sale of the Property and recordation of the Deed.

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

IN WITNESS HEREOF, the parties have executed this Agreement as of the day and year first written above.

“BUYER”

By: cd wynn
Name: Christopher D. Wynn

Upon approval of this Agreement, a signed copy will be mailed to Buyer.

“SELLER”

COUNTY OF LOS ANGELES

By _____
Mayor, Los Angeles County

ATTEST:

Sachi A. Hamai
Executive Officer, Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.

By Kathleen Dwyer Felice
Deputy

EXHIBIT A
LEGAL DESCRIPTION
PROPERTY TO BE ACQUIRED

Parcels B and 86 as shown on Licensed Surveyor's Map filed in Book 29 Page 34 of Records of Survey in the office of the County Recorder of the County of Los Angeles.

Parcel 99 as shown on Licensed Surveyor's Map file in Book 29 Page 34 of Records of Survey in the office of the County recorder of the County of Los Angeles EXCEPT there from the easterly 5.00 feet thereof.

EXHIBIT B
PROPERTY CURRENTLY OWNED BY BUYER

That portion of Lot 6, Tract 3729 in the County of Los Angeles, State of California, as per map recorded in Book 41 Page(s) 17 to 20 inclusive of maps, in the office of the County Recorder of said county, described as follows:

Parcel 84, 85, 97, 98 and 100 as shown on Licensed Surveyor's Map filed in Book 29 Page 34 of Record of Surveys, in the office of the County Recorder of said county.

Exhibit C

RECORDING REQUESTED BY & MAIL TO

County of Los Angeles .
222 South Hill Street, 3rd Floor .
Los Angeles, CA 90012 .
Attention: Carlos Brea .

SPACE ABOVE THIS LINE FOR RECORDER'S USE

COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL

The undersigned hereby certify that they are the owner of the real property described below located in the Topanga area of the Unincorporated County of Los Angeles, State of California that is legally described as follows:

That portion of Lot 6, of Tract 3729, as per map recorded in Book 41, Pages 17 to 20 inclusive of Maps in the office of the County Recorder of Los Angeles County, State of California and is described as follows:

Parcels B, 84, 85, 86, 97, 98, 100 and 99, EXCEPT the easterly 5.00 feet of Parcel 99 as shown on Licensed Surveyor's Map filed in Book 29, Page 34 of Record of Surveys, in the office of the County Recorder of Los Angeles County.

This property is located at and is known by the following address and Assessor Parcel Numbers (APN):
20350 Paradise Lane, Topanga, APN Nos. 4442-001-009, 4442-001-010 and 4442-002-901 (portion)

I hereby agree and covenant with the County of Los Angeles that the above legally described real property shall be held as one parcel and no portion shall be sold separately.

This covenant and agreement is executed for the purpose of prohibiting the further subdivision of the land described herein.

This covenant and agreement shall run with all the above described land and shall be binding upon ourselves, and future owners, encumbrancers, their successors, heirs or assignees and shall continue in effect in perpetuity.

Agreed to:

SIGNATURES MUST BE NOTARIZED

Christopher D. Wynn

SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2006 by and between the **COUNTY OF LOS ANGELES** ("Seller"), and Mark A. Markgraf ("Buyer"). Based upon the mutual consideration provided for herein, Seller and Buyer agree as follows:

1. Sale and Purchase, Seller is the owner of certain real property located at Paradise Lane in the Topanga area of unincorporated County of Los Angeles, State of California and legally described in Exhibit A, attached hereto and incorporated herein by reference, ("Property"). Seller desires to sell the Property, and convey it to Buyer, and Buyer desires to purchase the Property and accept it from Seller, for the consideration and on the terms and conditions hereinafter set forth.

2. Purchase Price. The purchase price ("Purchase Price") for the Property is Four Thousand Two Hundred and Eighty Eight Dollars (\$4,288.00), payable by Buyer to Seller as follows:

- A) Five Hundred Dollars (\$500.00) receipt of which is hereby acknowledged by the Seller ("Down Payment"). The Down Payment shall be refunded to Buyer only in the event the Property is not conveyed to Buyer due to Seller's inability to convey the Property.
- B) The remaining balance of Three Thousand Seven Hundred Eighty Eight Dollars (\$3,788.00) to be paid in full on August 14, 2006, which is one business day prior to the conveyance of the Property in accordance with Section 4.

Payments shall be made by certified check payable to the County of Los Angeles.

3. Costs. All costs and expenses related to this transaction shall be paid by Buyer, including, but not limited to, the cost of a title insurance policy, and all documentary transfer taxes and document drafting, recording and any other miscellaneous charges and fees. In the event any cost or expense is paid by Seller, Buyer shall immediately upon Seller's request remit a check payable to the County of Los Angeles in an amount equal to such costs and expenses.

4. Conveyance and Closing Date. Seller shall convey the Property to Buyer by quitclaim deed ("Deed"), subject to:

- A) All taxes, interest, penalties and assessments of record assessed but not yet due, if any;

- B) covenants, conditions, restrictions, reservations, easements, licenses, rights, and rights-of-way of record;
- C) the restrictions that:
- i) at no time and under no circumstances shall Habitable Structures, as that term is defined herein, be constructed on the Property;
 - ii) the Property shall be subject to the right in perpetuity of the County of Los Angeles or its assignees for Fire Break Construction as that term is defined herein on portions of the Property;
 - iii) at no time shall the Property be used for commercial agricultural purposes, including, but not limited to, development of vineyards, clearing and/or irrigating the land for the purpose of growing crops for sale or inclusion in a commercial product or use of chemicals for the purpose of promoting the growth of plant life;
 - iv) any lighting installed upon the Property must use low intensity directional lighting and screening to minimize light spillover and glare onto residential neighborhoods and park lands, thereby preserving to the extent consistent with public safety, a natural night sky. Night lighting of outdoor recreational specialty courts such as tennis courts is expressly prohibited by this language;
 - v) except as provided in subsection (b) below, fences higher than six feet shall not be installed on any part of the Property;
 - vi) the Property, along with property currently owned by Buyer and described in Exhibit B attached hereto and incorporated herein by reference, will be held as one parcel by the Buyer and no portion of the Property will be sold, conveyed, assigned, granted, or bequeathed separately;
 - vii) the use of any portion of the Property for the purposes of Transfer Development Credit, or for any purpose associated with allowing the increased development of other property located in California, is expressly prohibited; and
 - viii) in the event that County of Los Angeles determines that the owner in possession is not complying with these restrictions, then all right, title, and interest in and to the Property shall revert back to the County of Los Angeles upon providing a 30 day notice to the record owner of the Property of its failure to comply with these restrictions and without any necessity of any other affirmative action on the part of the County of Los Angeles.

The defined terms are as follows:

- (a) **Habitable Structure:** is defined as any enclosed structure having any type of plumbing fixtures or food preparation area, including but not limited to: (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves or other equipment for the purpose of preparing food and; (2) bathroom facilities including toilets, sinks, tubs and showers.
 - (b) **Fire Break Construction:** is defined as construction of walls of varying height and width using any type of fire resistant building materials. Construction of such walls will be within 5 feet of the nearest property line of the Property
- D. Seller's reservation to itself and exception from the conveyance contemplated herein of all oil, gas, hydrocarbons, or other minerals in and under the Property, without the use of the surface or subsurface, to a depth of 500 feet, measured vertically, from the surface of the Property.
- E. Seller shall convey the Property on or before the later of (i) August 15, 2006, or (ii) a date occurring 15 days after the date the County of Los Angeles Board of Supervisors approves the sale of the Property.

In satisfaction of item C) vi) above, Buyer agrees to execute the Covenant Agreement attached hereto as Exhibit C and incorporated herein by reference.

5. **Title.** Buyer understands that the Property is being sold without any warranty regarding the condition of title to the Property; Buyer accepts all matters of record and understands that Seller will not provide a policy of title insurance and makes no representations or warranties as to condition of title. Seller recommends that Buyer retain, at Buyer's sole cost and expense, a licensed title company to issue a policy of title insurance. Buyer agrees that the condition of title shall not be cause for Buyer's cancellation of this Agreement and in the event Buyer cancels the sale because of problems related to title, then Seller shall retain the Down Payment.

6. **Recording.** Seller shall prepare the Deed indicating title to the Property to be vested in the name of the Buyer as follows: Mark A. Markgraf a married man as his sole and separate property and shall cause the Deed to be recorded in the official records of the Los Angeles County Recorder upon the execution of this Agreement.

7. Delivery of Deed. Seller shall transmit to Buyer a copy of the Deed stamped by the Recorder, the original of which shall be mailed to the Buyer by the Recorder at the address for notice to Buyer pursuant to Section 14 hereof.

8. Condition of the Property.

A. Buyer acknowledges that Buyer is purchasing the Property "as is," solely in reliance on Buyer's own investigation, and that no representation or warranty of any kind whatsoever, express or implied, has been made by Seller or Seller's agents. Any information given or disclosure made to Buyer by Seller or Seller's agents concerning the Property shall not constitute a representation or warranty made by Seller. Buyer has been given the full opportunity to inspect the Property prior to execution of this Agreement. Buyer shall assume the cost and expense for the removal of all contaminated materials, toxic or hazardous substances, and asbestos, if any, on the Property.

B. Seller has disclosed to Buyer the following information that impacts Buyer's use of the Property: None, other than as set forth herein. Such disclosures are not exhaustive and do not imply that no other conditions impact Buyer's use of, or the value of the Property or that other conditions are not known to Seller.

C. Buyer also acknowledges that it is aware of all zoning regulations, other governmental requirements, site and physical conditions, and all other matters affecting the use and condition of the Property, and Buyer agrees to purchase the Property in said condition.

D. Buyer waives any and all claims, and agrees to indemnify, defend, save and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents, from and against any and all liability, expense (including defense costs and legal fees), and claims for damages of any nature whatsoever.

9. Possession/Risk of Loss. All risk of loss or damage with respect to the Property shall pass from Seller to Buyer upon recordation of the Deed.

10. Brokerage Commission. Buyer and Seller hereby acknowledge and represent that there are no broker's commission or finder's fees due in connection with the transaction contemplated by this Agreement. Each party shall indemnify and hold the other party harmless from any claim of any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of either party with respect to the transaction contemplated hereunder.

11. Conflicts. In the event of a conflict between the provisions of this Agreement and the provisions of any other documents executed or agreement made or purported to be executed or made between the parties prior to the date hereof, the provisions contained in this Agreement shall in all instances govern and prevail.

12. Assignment. This Agreement is not assignable. Buyer shall not assign or attempt to assign this Agreement, or any rights hereunder, to any other person or entity. Any such assignment or purported assignment shall be null and void, and of no force and effect whatsoever.

13. Notices. All notices, demands and requests required or desired to be given pursuant to this Agreement by either party shall be sent by United States Mail, registered or certified postage prepaid, and addressed to the parties as follows:

Seller: County of Los Angeles
Chief Administrative Office
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Carlos Brea, Manager
Property Management

Buyer: Mark A. Markgraf
1747 Sylvania Lane
Topanga, CA 90290

Notices, demands and requests served in the above manner shall be considered sufficiently given or served for all purposes under this Agreement at the time the notice, demand or request is postmarked to the addresses shown above.

14. Time is of the Essence. Time is of the essence for each and every term, condition, covenant, obligation and provision of this Agreement.

15. Seller's Remedies. In the event of Buyer's failure to consummate the transaction contemplated by this Agreement, Seller shall have all remedies in law and equity, and shall be entitled to enforce this Agreement and to obtain the benefit of the bargain contained herein. The retention by Seller of the Down Payment to set off such consequential damages based on the cost to the Seller of the sale shall not be deemed a waiver or relinquishment of any other remedies.

THE DOWN PAYMENT SHALL BE RETAINED BY SELLER, IN THE EVENT OF BUYER'S FAILURE TO CONSUMMATE THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT, TO COMPENSATE SELLER FOR THE COST ASSOCIATED WITH NEGOTIATING, OBTAINING BOARD OF SUPERVISOR APPROVAL AND ENTERING INTO THIS AGREEMENT, WHICH AMOUNT SHALL BE PRESUMED TO BE A REASONABLE ESTIMATE OF THE AMOUNT OF ACTUAL CONSEQUENTIAL DAMAGES SUSTAINED BY SELLER BECAUSE OF BUYER'S BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY. SELLER HAS AUDITED ITS HISTORIC COSTS OF CONDUCTING NEGOTIATIONS, OBTAINING BOARD OF SUPERVISOR APPROVAL AND ENTERING INTO THIS AGREEMENT AND HAS DETERMINED THAT SUCH COSTS EXCEED TWENTY FIVE THOUSAND DOLLARS (\$25,000). AS SUCH, BUYER AND SELLER AGREE THAT SELLER'S RETENTION OF THE DOWN PAYMENT IS PARTICULARLY APPROPRIATE FOR THIS TRANSACTION; THAT THE AMOUNT OF THE DOWN PAYMENT IS INSUFFICIENT TO COVER SELLER'S COST OF THIS TRANSACTION, AND AGREE THAT THE DOWN PAYMENT SHALL BE RETAINED BY SELLER, TOGETHER WITH ALL REMEDIES AT LAW OR IN EQUITY TO OTHERWISE ENFORCE THIS AGREEMENT AND OBTAIN THE BENEFIT OF THE BARGAIN, IN THE EVENT OF BUYER'S BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY. SELLER'S OTHER REMEDIES SHALL INCLUDE, WITHOUT LIMITATION, TO SUE FOR THE EXCESS, IF ANY, WHICH WOULD HAVE BEEN DUE TO THE SELLER UNDER THIS AGREEMENT OVER THE VALUE OF THE PROPERTY TO SELLER, PLUS INTEREST, OR TO SUE FOR SPECIFIC PERFORMANCE.

Seller's Initials _____

Buyer's Initials MMV

16. County Lobbyist Ordinance Buyer is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate this Agreement.

17. Severability. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be severed from the Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of the Agreement, provided the remaining Agreement can be reasonably and equitably enforced.

18. Binding on Successors. Subject to the limitations set forth herein, the Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

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

20. 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.

21. 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.

22. 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.

23. 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.

24. Required Actions of Buyer and Seller. Buyer and Seller agree to execute all such instruments and documents and to take all action as may be required in order to consummate the purchase and sale herein contemplated.

25. Power and Authority. The Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

26. Survival of Covenants. The covenants, agreements, representations and warranties made herein are intended to survive the consummation of the sale of the Property and recordation of the Deed.

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

IN WITNESS HEREOF, the parties have executed this Agreement as of the day and year first written above.

BUYER

By: 
Mark A. Markgraf

Upon approval of this Agreement, a signed copy will be mailed to Buyer.

SELLER

COUNTY OF LOS ANGELES

By _____
Mayor, Los Angeles County

ATTEST:

Sachi A. Hamai
Executive Officer, Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.

By 
Deputy

EXHIBIT A
LEGAL DESCRIPTION
PROPERTY TO BE ACQUIRED

Parcel 79 as shown on Licensed Surveyor's Map filed in Book 29 Page 34 of Records of Survey in the office of the County Recorder of the County of Los Angeles.

EXHIBIT B
PROPERTY CURRENTLY OWNED BY BUYER

That portion of Lot 6, of Tract 3729, as per map recorded in Book 41, Pages 17 to 20 inclusive of Maps in the office of the County Recorder of Los Angeles County, State of California and is described as follows:

Parcels 56, 57, 58, 59, 60, 61, 62, 63, 80, 81, 82, and 83 as shown on Licensed Surveyor's Map filed in Book 29, Page 34 of Record of Surveys, in the office of the County Recorder of Los Angeles County.

Exhibit C

RECORDING REQUESTED BY & MAIL TO

County of Los Angeles
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Carlos Brea

•
•
•
•
•

SPACE ABOVE THIS LINE FOR RECORDER'S USE

COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL

The undersigned hereby certify that they are the owner of the real property described below located in the Topanga area of the Unincorporated County of Los Angeles, State of California that is legally described as follows:

That portion of Lot 6, of Tract 3729, as per map recorded in Book 41, Pages 17 to 20 inclusive of Maps in the office of the County Recorder of Los Angeles County, State of California and is described as follows:

Parcels 56, 57, 58, 59, 60, 61, 62, 63, 79, 80, 81, 82, and 83 as shown on Licensed Surveyor's Map filed in Book 29, Page 34 of Record of Surveys, in the office of the County Recorder of Los Angeles County.

This property is located at and is known by the following address and Assessor Parcel Numbers (APN):
20360 Paradise Lane, Topanga, APN Nos. 4442-001-015 and 4442-002-902 (portion)

I hereby agree and covenant with the County of Los Angeles that the above legally described real property shall be held as one parcel and no portion shall be sold separately.

This covenant and agreement is executed for the purpose of prohibiting the further subdivision of the land described herein.

This covenant and agreement shall run with all the above described land and shall be binding upon ourselves, and future owners, encumbrancers, their successors, heirs or assignees and shall continue in effect in perpetuity.

Agreed to:

SIGNATURES MUST BE NOTARIZED

Mark A. Markgraf

SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2006 by and between the **COUNTY OF LOS ANGELES** ("Seller"), and Jennifer J. Strom and Carl J. Strom ("Buyer"). Based upon the mutual consideration provided for herein, Seller and Buyer agree as follows:

1. Sale and Purchase, Seller is the owner of certain real property located on Cheney Drive in the Topanga area of unincorporated County of Los Angeles, State of California and legally described in Exhibit A, attached hereto and incorporated herein by reference, ("Property"). Seller desires to sell the Property, and convey it to Buyer, and Buyer desires to purchase the Property and accept it from Seller, for the consideration and on the terms and conditions hereinafter set forth.

2. Purchase Price. The purchase price ("Purchase Price") for the Property is Fourteen Thousand Two Hundred Fifty Three and NO/100 Dollars (\$14,253.00), payable by Buyer to Seller as follows:

A) One Thousand Four Hundred Twenty Five and NO/100 Dollars (\$1,425.00) receipt of which is hereby acknowledged by the Seller ("Down Payment"). The Down Payment shall be refunded to Buyer only in the event the Property is not conveyed to Buyer due to Seller's inability to convey the Property.

B) The remaining balance of Twelve Thousand Eight Hundred Twenty Eight and NO/100 Dollars (\$12,828.00) to be paid in full on August 29, 2006, which is one business day prior to the conveyance of the Property in accordance with Section 4.

Payments shall be made by certified check payable to the County of Los Angeles.

3. Costs. All costs and expenses related to this transaction shall be paid by Buyer, including, but not limited to, the cost of a title insurance policy, and all documentary transfer taxes and document drafting, recording and any other miscellaneous charges and fees. In the event any cost or expense is paid by Seller, Buyer shall immediately upon Seller's request remit a check payable to the County of Los Angeles in an amount equal to such costs and expenses.

4. Conveyance and Closing Date. Seller shall convey the Property to Buyer by quitclaim deed ("Deed"), subject to:

- A) All taxes, interest, penalties and assessments of record assessed but not yet due, if any;
- B) covenants, conditions, restrictions, reservations, easements, licenses, rights, and rights-of-way of record;

C) the restrictions that:

- i) at no time and under no circumstances shall habitable structures, as that term is defined herein, be constructed on the Property;
- ii) the Property shall be subject to the right in perpetuity of the County of Los Angeles or its assignees for Fire Break Construction as that term is defined herein on portions of the Property;
- iii) at no time shall the Property be used for commercial agricultural purposes, including, but not limited to, development of vineyards, clearing and/or irrigating the land for the purpose of growing crops for sale or inclusion in a commercial product or use of chemicals for the purpose of promoting the growth of plant life;
- iv) any lighting installed upon the Property must use low intensity directional lighting and screening to minimize light spillover and glare onto residential neighborhoods and park lands, thereby preserving to the extent consistent with public safety, a natural night sky. Night lighting of outdoor recreational specialty courts such as tennis courts is expressly prohibited by this language;
- v) except as provided in subsection (b) below, fences higher than six feet shall not be installed on any part of the Property;
- vi) the Property, along with property currently owned by Buyer and described in Exhibit B attached hereto and incorporated herein by reference, will be held as one parcel by the Buyer and no portion of the Property will be sold, conveyed, assigned, granted, or bequeathed separately;
- vii) the use of any portion of the Property for the purposes of Transfer Development Credit, or for any purpose associated with allowing the increased development of other property located in California, is expressly prohibited; and
- viii) in the event that County of Los Angeles determines that the owner in possession is not complying with these restrictions, then all right, title, and interest in and to the Property shall revert back to the County of Los Angeles upon providing a 30 day notice to the record owner of the Property of its failure to comply with these restrictions and without any necessity of any other affirmative action on the part of the County of Los Angeles.

The defined terms are as follows:

- (a) **Habitable Structure:** is defined as any enclosed structure having any type of plumbing fixtures or food preparation area, including but not limited to: (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves or other equipment for the purpose of preparing food and;(2) bathroom facilities including toilets, sinks, tubs and showers.
 - (b) **Fire Break Construction:** is defined as construction of walls of varying height and width using any type of fire resistant building materials. Construction of such walls will be within 5 feet of the nearest property line of the Property
- D. Seller's reservation to itself and exception from the conveyance contemplated herein of all oil, gas, hydrocarbons, or other minerals in and under the Property, without the use of the surface or subsurface, to a depth of 500 feet, measured vertically, from the surface of the Property.
- E. Seller shall convey the Property on or before the later of (i) August 30, 2006, or (ii) a date occurring 15 days after the date the County of Los Angeles Board of Supervisors approves the sale of the Property.

In satisfaction of item C) vi) above, Buyer agrees to execute the Covenant Agreement attached hereto as Exhibit C and incorporated herein by reference.

5. Title. Buyer understands that the Property is being sold without any warranty regarding the condition of title to the Property; Buyer accepts all matters of record and understands that Seller will not provide a policy of title insurance and makes no representations or warranties as to condition of title. Seller recommends that Buyer retain, at Buyer's sole cost and expense, a licensed title company to issue a policy of title insurance. Buyer agrees that the condition of title shall not be cause for Buyer's cancellation of this Agreement and in the event Buyer cancels the sale because of problems related to title, then Seller shall retain the Down Payment.

6. Recording. Seller shall prepare the Deed indicating title to the Property to be vested in the name of the Buyer as follows: Carl J. Strom and Jennifer J. Strom, husband and wife as community property and shall cause the Deed to be recorded in the official records of the Los Angeles County Recorder upon the execution of this Agreement.

7. Delivery of Deed. Seller shall transmit to Buyer a copy of the Deed stamped by the Recorder, the original of which shall be mailed to the Buyer by the Recorder at the address for notice to Buyer pursuant to Section 14 hereof.

8. Condition of the Property.

- A. Buyer acknowledges that Buyer is purchasing the Property "as is," solely in reliance on Buyer's own investigation, and that no representation or warranty of any kind whatsoever, express or implied, has been made by Seller or Seller's agents. Any information given or disclosure made to Buyer by Seller or Seller's agents concerning the Property shall not constitute a representation or warranty made by Seller. Buyer has been given the full opportunity to inspect the Property prior to execution of this Agreement. Buyer shall assume the cost and expense for the removal of all contaminated materials, toxic or hazardous substances, and asbestos, if any, on the Property.
- B. Seller has disclosed to Buyer the following information that impacts Buyer's use of the Property: None, other than as set forth herein. Such disclosures are not exhaustive and do not imply that no other conditions impact Buyer's use of, or the value of the Property or that other conditions are not known to Seller.
- C. Buyer also acknowledges that it is aware of all zoning regulations, other governmental requirements, site and physical conditions, and all other matters affecting the use and condition of the Property, and Buyer agrees to purchase the Property in said condition.
- D. Buyer waives any and all claims, and agrees to indemnify, defend, save and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents, from and against any and all liability, expense (including defense costs and legal fees), and claims for damages of any nature whatsoever.

9. Possession/Risk of Loss. All risk of loss or damage with respect to the Property shall pass from Seller to Buyer upon recordation of the Deed.

10. Brokerage Commission. Buyer and Seller hereby acknowledge and represent that there are no broker's commission or finder's fees due in connection with the transaction contemplated by this Agreement. Each party shall indemnify and hold the other party harmless from any claim of any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of either party with respect to the transaction contemplated hereunder.

11. Conflicts. In the event of a conflict between the provisions of this Agreement and the provisions of any other documents executed or agreement made or purported to be executed or made between the parties prior to the date hereof, the provisions contained in this Agreement shall in all instances govern and prevail.

12. Assignment. This Agreement is not assignable. Buyer shall not assign or attempt to assign this Agreement, or any rights hereunder, to any other person or entity. Any such assignment or purported assignment shall be null and void, and of no force and effect whatsoever.

13. Notices. All notices, demands and requests required or desired to be given pursuant to this Agreement by either party shall be sent by United States Mail, registered or certified postage prepaid, and addressed to the parties as follows:

Seller: County of Los Angeles
Chief Administrative Office
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Carlos Brea, Manager
Property Management

Buyer: Jennifer and Carl Strom
20720 Cheney Drive
Topanga, CA 90290

Notices, demands and requests served in the above manner shall be considered sufficiently given or served for all purposes under this Agreement at the time the notice, demand or request is postmarked to the addresses shown above.

14. Time is of the Essence. Time is of the essence for each and every term, condition, covenant, obligation and provision of this Agreement.

15. Seller's Remedies. In the event of Buyer's failure to consummate the transaction contemplated by this Agreement, Seller shall have all remedies in law and equity, and shall be entitled to enforce this Agreement and to obtain the benefit of the bargain contained herein. The retention by Seller of the Down Payment to set off such consequential damages based on the cost to the Seller of the sale shall not be deemed a waiver or relinquishment of any other remedies.

THE DOWN PAYMENT SHALL BE RETAINED BY SELLER, IN THE EVENT OF BUYER'S FAILURE TO CONSUMMATE THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT, TO COMPENSATE SELLER FOR THE COST ASSOCIATED WITH NEGOTIATING, OBTAINING BOARD OF SUPERVISOR APPROVAL AND ENTERING INTO THIS AGREEMENT, WHICH AMOUNT SHALL BE PRESUMED TO BE A REASONABLE ESTIMATE OF THE AMOUNT OF ACTUAL CONSEQUENTIAL DAMAGES SUSTAINED BY SELLER BECAUSE OF BUYER'S BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY. SELLER HAS AUDITED ITS

HISTORIC COSTS OF CONDUCTING NEGOTIATIONS, OBTAINING BOARD OF SUPERVISOR APPROVAL AND ENTERING INTO THIS AGREEMENT AND HAS DETERMINED THAT SUCH COSTS EXCEED TWENTY FIVE THOUSAND DOLLARS (\$25,000). AS SUCH, BUYER AND SELLER AGREE THAT SELLER'S RETENTION OF THE DOWN PAYMENT IS PARTICULARLY APPROPRIATE FOR THIS TRANSACTION; THAT THE AMOUNT OF THE DOWN PAYMENT IS INSUFFICIENT TO COVER SELLER'S COST OF THIS TRANSACTION, AND AGREE THAT THE DOWN PAYMENT SHALL BE RETAINED BY SELLER, TOGETHER WITH ALL REMEDIES AT LAW OR IN EQUITY TO OTHERWISE ENFORCE THIS AGREEMENT AND OBTAIN THE BENEFIT OF THE BARGAIN, IN THE EVENT OF BUYER'S BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY. SELLER'S OTHER REMEDIES SHALL INCLUDE, WITHOUT LIMITATION, TO SUE FOR THE EXCESS, IF ANY, WHICH WOULD HAVE BEEN DUE TO THE SELLER UNDER THIS AGREEMENT OVER THE VALUE OF THE PROPERTY TO SELLER, PLUS INTEREST, OR TO SUE FOR SPECIFIC PERFORMANCE.

Seller's Initials _____

Buyer's Initials _____

Buyer's Initials _____

16. County Lobbyist Ordinance Buyer is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate this Agreement.

17. Severability. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be severed from the Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of the Agreement, provided the remaining Agreement can be reasonably and equitably enforced.

18. Binding on Successors. Subject to the limitations set forth herein, the Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

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

20. 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.

21. 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.

22. 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.

23. 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.

24. Required Actions of Buyer and Seller. Buyer and Seller agree to execute all such instruments and documents and to take all action as may be required in order to consummate the purchase and sale herein contemplated.

25. Power and Authority. The Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby...

26. Survival of Covenants. The covenants, agreements, representations and warranties made herein are intended to survive the consummation of the sale of the Property and recordation of the Deed.

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

IN WITNESS HEREOF, the parties have executed this Agreement as of the day and year first written above.

BUYER

By: _____
Jennifer J. Strom

By: _____
Carl J. Strom

Upon approval of this Agreement, a signed copy will be mailed to Buyer.

SELLER

COUNTY OF LOS ANGELES

By _____
Mayor, Los Angeles County

ATTEST:

Sachi A. Hamai
Executive Officer, Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.

By _____
Deputy

EXHIBIT A
LEGAL DESCRIPTION
PROPERTY TO BE ACQUIRED

Portion of Lot 8 of Tract No 3729 as per map recorded in Book 41, pages 7 to 20 of Maps, recorded with the Registrar Recorder of Los Angeles County described as follows:

Lots 49 as shown on Record of Survey Map filed in book 44, pages 36 and 37 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

EXHIBIT B
PROPERTY CURRENTLY OWNED BY BUYER

Portion of Lot 8 of Tract No 3729 as per map recorded in Book 41, pages 7 to 20 of Maps, recorded with the Registrar Recorder of Los Angeles County described as follows:

Lots 1 to 16 inclusive, along with Lots 109, 131, 132, 133, 134, 135, 136, 157, 158, 159, 160, 161, and 162, as shown on Record of Survey Map filed in book 44, pages 36 and 37 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

Exhibit C

RECORDING REQUESTED BY & MAIL TO

County of Los Angeles .
222 South Hill Street, 3rd Floor .
Los Angeles, CA 90012 .
Attention: Carlos Brea .

SPACE ABOVE THIS LINE FOR RECORDER'S USE

COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL

The undersigned hereby certify that they are the owner of the real property described below located in the Topanga area of the Unincorporated County of Los Angeles, State of California that is legally described as follows:

Portion of Lot 8 of Tract No 3729 as per map recorded in Book 41, pages 7 to 20 of Maps, recorded with the Registrar Recorder of Los Angeles County described as follows:

Lots 1 to 16 inclusive, along with Lots 49, 109, 131, 132, 133, 134, 135, 136, 157, 158, 159, 160, 161, and 162, as shown on Record of Survey Map filed in book 44, pages 36 and 37 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

This property is located at and is known by the following address and Assessor Parcel Numbers (APN): 20720 Cheney Drive, Topanga, APN Nos. 4441-005-012, 4441-005-013, 4441-005-014 and 4441-005-901 (portion)

I hereby agree and covenant with the County of Los Angeles that the above legally described real property shall be held as one parcel and no portion shall be sold separately.

This covenant and agreement is executed for the purpose of prohibiting the further subdivision of the land described herein.

This covenant and agreement shall run with all the above described land and shall be binding upon ourselves, and future owners, encumbrancers, their successors, heirs or assignees and shall continue in effect in perpetuity.

Agreed to:

SIGNATURES MUST BE NOTARIZED

Carl J. Strom

Jennifer J. Strom

ATTACHMENT 3
QUITCLAIM DEEDS

RECORDING REQUESTED BY:

County of Los Angeles

AND MAIL TO:

Gail L. Dunphy

4201 Topanga Canyon Boulevard, No. 3.

Woodland Hills, CA 91364

.
.
.
.
.
.
.
.
.
.
.

Space above this line for Recorder's use

TAX PARCEL: 4442-002-901

QUITCLAIM DEED

DOCUMENTARY TRANSFER TAX

COUNTY OF LOS ANGELES \$ _____

CITY OF _____ \$ _____

TOTAL TAX \$ _____

___ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED.
___ OR COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING, AT TIME OF SALE.

Signature of Declarant or Agent determining tax.

COUNTY OF LOS ANGELES
Firm Name

The **COUNTY OF LOS ANGELES**, a **body corporate and politic**, for the sum of Six Thousand One Hundred Fifty and NO/100 Dollars (\$6,150.00), receipt of which is hereby acknowledged, does hereby surrender, quitclaim and release to:

Gail L. Dunphy

all of the County's right, title and interest in and to the described real property, ("Property") reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the Property without the right to the use of the surface or subsurface to a depth of 500 feet, measured vertically from the surface of the Property.

The Property is located in the Topanga neighborhood of the Unincorporated territory of Los Angeles County, State of California and is more particularly described in the attached Exhibit A which is incorporated herein by reference as though set forth in full.

SUBJECT TO AND BUYER TO ASSUME:

- a) All taxes, interest, penalties and assessments of record assessed but not yet due, if any;
- b) covenants, conditions, restrictions, reservations, easements, licenses, rights, and rights-of-way of record, if any;
- c) At no time and under no circumstances shall Habitable Structures, as that term is defined herein, be constructed on the Property;
- d) The Property shall be subject to the right in perpetuity of the County of Los Angeles or its assignees for Fire Break Construction as that term is defined herein on portions of the Property;

- e) At no time shall the Property be used for commercial agricultural purposes, including, but not limited to, development of vineyards, clearing and/or irrigating the land for the purpose of growing crops for sale or inclusion in a commercial product or use of chemicals for the purpose of promoting the growth of plant life other than plants for the exclusive use of Property owner;
- f) Any lighting installed upon the Property must use low intensity directional lighting and screening to minimize light spillover and glare onto residential neighborhoods and park lands, thereby preserving to the extent consistent with public safety; a natural night sky. Night lighting of outdoor recreational specialty courts such as tennis courts is expressly prohibited by this language;
- g) Except as provided in section d above, fences higher than six feet shall not be installed on any part of the Property;
- h) Subject to the condition that the Property, along with property currently owned by Buyer, will be merged and held as one parcel by the Buyer and no portion of the Property will be sold, conveyed, assigned, granted, or bequeathed separately;
- i) The use of any portion of the Property for the purposes of Transfer Development Credit, or for any purpose associated with allowing the increased development of other property located in California, is expressly prohibited; and
- j) The condition that in the event that County of Los Angeles determines that the owner in possession is not complying with these restrictions, then all right, title, and interest in and to the Property shall revert back to the County of Los Angeles upon providing a thirty day notice to the record owner of the Property of its failure to comply with these restrictions and without any necessity of any other affirmative action on the part of the County of Los Angeles.

The defined terms are as follows:

Habitable Structure: is defined as any enclosed structure having any type of plumbing fixtures or food preparation area, including but not limited to: (i) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves or other equipment for the purpose of preparing food and; (ii) bathroom facilities including toilets, sinks, tubs and showers.

Fire Break Construction: is defined as construction of walls of varying height and width using any type of fire resistant building materials. Construction of such walls will be within 5 feet of the nearest property line of the Property

Dated _____

COUNTY OF LOS ANGELES

COLA LOG NO. _____

By _____
 Michael D. Antonovich
 Mayor, Los Angeles County

STATE OF CALIFORNIA))
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for 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 adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this _____ day of _____, 2006, the facsimile signature of _____, Mayor, Los Angeles County was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

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

By _____

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Deputy

EXHIBIT A
LEGAL DESCRIPTION

That portion of Lot 6, of Tract 3729, as per map recorded in Book 41, Pages 17 to 20 inclusive of Maps in the office of the County Recorder of Los Angeles County, State of California and is described as follows:

Parcels 93 and 94 as shown on Licensed Surveyor's Map filed in Book 29 Page 34 of Records of Survey in the office of the County Recorder of the County of Los Angles TOGETHER with the easterly 5.00 feet of Parcel 99 as shown on said map.

- e) At no time shall the Property be used for commercial agricultural purposes, including, but not limited to, development of vineyards, clearing and/or irrigating the land for the purpose of growing crops for sale or inclusion in a commercial product or use of chemicals for the purpose of promoting the growth of plant life other than plants for the exclusive use of Property owner;
- f) Any lighting installed upon the Property must use low intensity directional lighting and screening to minimize light spillover and glare onto residential neighborhoods and park lands, thereby preserving to the extent consistent with public safety, a natural night sky. Night lighting of outdoor recreational specialty courts such as tennis courts is expressly prohibited by this language;
- g) Except as provided in section d above, fences higher than six feet shall not be installed on any part of the Property;
- h) Subject to the condition that the Property, along with property currently owned by Buyer, will be merged and held as one parcel by the Buyer and no portion of the Property will be sold, conveyed, assigned, granted, or bequeathed separately;
- i) The use of any portion of the Property for the purposes of Transfer Development Credit, or for any purpose associated with allowing the increased development of other property located in California, is expressly prohibited; and
- j) The condition that in the event that County of Los Angeles determines that the owner in possession is not complying with these restrictions, then all right, title, and interest in and to the Property shall revert back to the County of Los Angeles upon providing a thirty day notice to the record owner of the Property of its failure to comply with these restrictions and without any necessity of any other affirmative action on the part of the County of Los Angeles.

The defined terms are as follows:

Habitable Structure: is defined as any enclosed structure having any type of plumbing fixtures or food preparation area, including but not limited to: (i) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves or other equipment for the purpose of preparing food and; (ii) bathroom facilities including toilets, sinks, tubs and showers.

Fire Break Construction: is defined as construction of walls of varying height and width using any type of fire resistant building materials. Construction of such walls will be within 5 feet of the nearest property line of the Property

Dated _____

COUNTY OF LOS ANGELES

COLA LOG NO. _____

By _____

Michael D. Antonovich
Mayor, Los Angeles County

STATE OF CALIFORNIA))
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for 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 adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this _____ day of _____, 2006, the facsimile signature of _____, Mayor, Los Angeles County was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

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

By _____

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Deputy

EXHIBIT A
LEGAL DESCRIPTION

That portion of Lot 6, of Tract 3729, as per map recorded in Book 41, Pages 17 to 20 inclusive of Maps in the office of the County Recorder of Los Angeles County, State of California and is described as follows:

Parcels B and 86 as shown on Licensed Surveyor's Map filed in Book 29 Page 34 of Records of Survey in the office of the County Recorder of the County of Los Angeles.

Parcel 99 as shown on Licensed Surveyor's Map file in Book 29 Page 34 of Records of Survey in the office of the County recorder of the County of Los Angeles EXCEPT there from the easterly 5.00 feet thereof.

- e) At no time shall the Property be used for commercial agricultural purposes, including, but not limited to, development of vineyards, clearing and/or irrigating the land for the purpose of growing crops for sale or inclusion in a commercial product or use of chemicals for the purpose of promoting the growth of plant life other than plants for the exclusive use of Property owner;
- f) Any lighting installed upon the Property must use low intensity directional lighting and screening to minimize light spillover and glare onto residential neighborhoods and park lands, thereby preserving to the extent consistent with public safety, a natural night sky. Night lighting of outdoor recreational specialty courts such as tennis courts is expressly prohibited by this language;
- g) Except as provided in section d above, fences higher than six feet shall not be installed on any part of the Property;
- h) Subject to the condition that the Property, along with property currently owned by Buyer, will be merged and held as one parcel by the Buyer and no portion of the Property will be sold, conveyed, assigned, granted, or bequeathed separately;
- i) The use of any portion of the Property for the purposes of Transfer Development Credit, or for any purpose associated with allowing the increased development of other property located in California, is expressly prohibited; and
- j) The condition that in the event that County of Los Angeles determines that the owner in possession is not complying with these restrictions, then all right, title, and interest in and to the Property shall revert back to the County of Los Angeles upon providing a thirty day notice to the record owner of the Property of its failure to comply with these restrictions and without any necessity of any other affirmative action on the part of the County of Los Angeles.

The defined terms are as follows:

Habitable Structure: is defined as any enclosed structure having any type of plumbing fixtures or food preparation area, including but not limited to: (i) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves or other equipment for the purpose of preparing food and; (ii) bathroom facilities including toilets, sinks, tubs and showers.

Fire Break Construction: is defined as construction of walls of varying height and width using any type of fire resistant building materials. Construction of such walls will be within 5 feet of the nearest property line of the Property

Dated _____

COUNTY OF LOS ANGELES

COLA LOG NO. _____

By _____

Michael D. Antonovich
Mayor, Los Angeles County

STATE OF CALIFORNIA))
COUNTY OF LOS ANGELES) ss.
)

On January 6, 1987, the Board of Supervisors for 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 adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this _____ day of _____, 2006, the facsimile signature of _____, Mayor, Los Angeles County was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

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

By _____

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Deputy

EXHIBIT A
LEGAL DESCRIPTION

That portion of Lot 6, of Tract 3729, as per map recorded in Book 41, Pages 17 to 20 inclusive of Maps in the office of the County Recorder of Los Angeles County, State of California and is described as follows:

Parcel 79 as shown on Licensed Surveyor's Map filed in Book 29 Page 34 of Records of Survey in the office of the County Recorder of the County of Los Angeles.

STATE OF CALIFORNIA))
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for 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 adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this _____ day of _____, 2006, the facsimile signature of _____, Mayor, Los Angeles County was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

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

By _____

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By _____
Deputy

EXHIBIT A
LEGAL DESCRIPTION

Portion of Lot 8 of Tract No 3729 as per map recorded in Book 41, pages 7 to 20 of Maps, recorded with the Registrar Recorder of Los Angeles County described as follows:

Lots 49 as shown on Record of Survey Map filed in book 44, pages 36 and 37 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

EXHIBIT B
RESTRICTIONS AND COVENANTS

Deed Restrictions

1. at no time and under no circumstances shall Habitable Structures, as that term is defined herein, be constructed on the Property;
2. the Property shall be subject to the right in perpetuity of the County of Los Angeles or its assignees for Fire Break Construction as that term is defined herein on portions of the Property;
3. at no time shall the Property be used for commercial agricultural purposes, including, but not limited to, development of vineyards, clearing and/or irrigating the land for the purpose of growing crops for sale, or inclusion in a commercial product or use of chemicals for the purpose of promoting the growth of plant life;
4. any lighting installed upon the Property must use low intensity directional lighting and screening to minimize light spillover and glare onto residential neighborhoods and park lands, thereby preserving to the extent consistent with public safety, a natural night sky. Night lighting of outdoor recreational specialty courts such as tennis courts is expressly prohibited by this language;
5. except as provided in subsection (b) below, fences higher than six (6) feet shall not be installed on any part of the Property;
6. the Property, along with property currently owned by Buyer, will be merged and held as one parcel by the Buyer and no portion of the Property will be sold, conveyed, assigned, granted, or bequeathed separately;
7. the use of any portion of the Property for the purposes of Transfer Development Credit, or for any purpose associated with allowing the increased development of other property located in California, is expressly prohibited; and
8. in the event that County of Los Angeles determines that the owner in possession is not complying with these restrictions, then all right title and interest in and to the Property shall revert back to the County of Los Angeles upon providing a 30 day notice to the record owner of the Property of its failure to comply with these restrictions and without any necessity of any other affirmative action on the part of the County of Los Angeles.

The defined terms are as follows:

- (a) **Habitable Structure:** is defined as any enclosed structure having any type of plumbing fixtures or food preparation area, including but not limited to: (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves or other equipment for the purpose of preparing food and; (2) bathroom facilities including toilets, sinks, tubs and showers.
- (b) **Fire Break Construction:** is defined as construction of walls of varying height and width using any type of fire resistant building materials. Construction of such walls will be within 5 feet of the nearest property line of the Property.