County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE
713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
http://cao.lacounty.gov

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

February 13, 2007

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. Consider the attached Negative Declaration, together with the comments that were received during the environmental review process, find that the project will not have a significant effect on the environment, find that the Negative Declaration reflects the independent judgment of the County, approve the Negative Declaration and find that the project will have no adverse effect on wildlife resources and authorize the Chief Administrative Office (CAO) to complete and file a certificate of Fee Exemption for the project.

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 north of Callon Drive, Topanga to adjoining landowner Elisabeth Seldes Revocable Trust of 2002 for $30,474 and instruct the Chairman to execute the attached Quitclaim Deed (Attachment 2) and Sale and Purchase Agreement (Attachment 3).

4. 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 north of Callon Drive, Topanga to adjoining landowners Jane M. Robbins and Mildred R. Leet for $96,391, and instruct the Chairman to execute the attached Quitclaim Deed (Attachment 2) and Sale and Purchase Agreement (Attachment 3).

5. 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 north of Callon Drive, Topanga to adjoining landowner Cheryl D. Lew for $23,206, and instruct the Chairman to execute the attached Quitclaim Deed (Attachment 2) and Sale and Purchase Agreement (Attachment 3).

6. Approve the sale of the County's right, title and interest in the property located north of Callon Drive, Topanga to adjoining landowner Kruchen Living Trust Dated 10/01/93 for $4,688 and instruct the Chairman to execute the attached Quitclaim Deed (Attachment 2) and Sale and Purchase Agreement (Attachment 3).

7. 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.

8. 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, about 110 acres are proposed to 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 three lots for sale to separate buyers (Seldes, Robbins and Lew) and in conjunction with Department of Regional Planning, approval of the split of these lots will be considered via the Certificate of Compliance process.

These individual lots proposed to be sold total slightly less than 2 acres. The lots 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 buyer owns 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 and a requirement that the parcels be held as one lot with the adjoining property.

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 that is responsive to the surrounding community while 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 sales prices total $154,759, averaging about $76,000 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 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 and deeds related to the respective conveyances and has approved them as to form.

ENVIRONMENTAL DOCUMENTATION

The sale of surplus property is typically exempt from the California Environmental Quality Act (CEQA). However, because the property is located in an area of critical environmental sensitivity as identified in CEQA Section 15206(b)(4), unless certain conditions exist, which are not applicable here, the Class 12 exemption is not applicable and an environmental finding must be made.

Therefore, the CAO has made an initial study of environmental factors and has concluded that the sale of these properties, subject to the use restrictions, will have no significant impact on the environment and no adverse effect on wildlife resources. Accordingly, a Negative Declaration has been prepared and a notice was distributed and posted as required by CEQA including Article 13 Section 15206(a)(1). Copies of the completed Initial Study, the resulting Negative Declaration and the Notice of Preparation of Negative Declaration, as posted, are attached. The comments received during the review period are also attached. A fee must be paid to the State Department

of Fish and Game when certain notices are filed with the Registrar-Recorder/County Clerk. The County is exempt from paying this fee when your Board finds that a project will not have a significant impact on wildlife resources.

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.

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,

DAVID E. JANSSEN
Chief Administrative Officer

DEJ:CB
CK:dd

Attachments (3)

c: County Counsel
Auditor-Controller

Parcel8.Topanga.BL

DATE POSTED - _____

NOTICE OF PREPARATION OF NEGATIVE DECLARATION

This notice is provided as required by the California Environmental quality Act and California Administrative Code Title 14 Division 6, Section 15072 (a) (2) B.

A Negative Declaration has been prepared for this site based on an Initial Study which consists of completion and signing of an Environmental Information Form showing background information as follows:

1. Name of Proponent- County of Los Angeles
   Chief Administrative Office

2. Address/Phone No. – 222 South Hill Street
   Los Angeles, California 90012

Staff Person	Telephone
Chris Kurzon	(213) 974-4156

3. Date Information Form Submitted - April 10, 2006

4. Agency Requiring Information Form - Los Angeles County
   Chief Administration

5. Name of Proposal, if Applicable – Topanga Land Sales

6. Address of Facility Involved – Hillside Drive West, 900 Block of Fernwood Pacific Drive, and in the vicinity of Cheney Drive and Callon Drive Topanga, CA 90290.

Interested parties may obtain a copy of the Negative Declaration and the completed Environmental Information Form/Initial Study by contacting the staff person indicated under 2. above and referring to the proposal by name or to the facility by address.

Si necesita información en español, favor de comunicarse con el agente designado, para asistirle en obtener una traducción. Carlos Brea (213) 974-4200.

(neg)
4/7/03

FILED

APR 10 2006

DONNY B. MCDURMACH, COUNTY CLERK

DEPUTY

A. SALAZAR

THIS NOTICE WAS POSTED
ON APR 10 2006
UNTIL MAY 10 2006
REGISTRAR-RECORDER/COUNTY CLERK

06 0019745

NEGATIVE DECLARATION

Department Name: CAO Real Estate Division
Project: Topanga Land Sales

Pursuant to Section 15072, California Environmental Quality Act and California Administrative Code Title 14, Division 6.

1. Description of the Project
The proposed project is for the County of Los Angeles to sell ~~19~~ 21 parcels of land located in Topanga, California. The properties are located in the 3rd Supervisorial District approximately 29 miles northwest of the Los Angeles Civic Center.

2. a. Location of Properties:
Hillside Drive West, 900 Block of Fernwood Pacific Drive, and in the vicinity of Cheney Drive and Callon Drive, Topanga, CA. 90290
(parcel plan attached)

b. Name of Project Proponent

County of Los Angeles
Chief Administrative Office
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, California 90012

3. Finding for Negative Declaration

It has been determined that this project will not have a significant effect on the environment based on information shown in the attached Environmental Information Form dated April 5, 2006, which constitutes the Initial Study of this project.

4. Initial Study

An Initial Study leading to this Negative Declaration has been prepared by the Los Angeles County Chief Administrative Office and is attached hereto.

5. Mitigation Measures Included in Project

Mitigation measures to be implemented as part of the project are discussed in Section V of the initial study.

Date	Staff Person	Telephone
4/5/2006	Chris Kurzon	(213) 974-4156

06 0019745

NEGATIVE DECLARATION

I. Location and Description of the Project

The proposed project is for the County of Los Angeles to sell 21 parcels of land comprising 35 acres (Properties) located in Topanga, California. The Properties are located in the 3rd Supervisorial District approximately 29 miles northwest of the Los Angeles Civic Center.

II. Finding of No Significant Effect

Based on the attached initial study, it has been determined that the project will not have a significant effect on the environment.

III. Mitigation Measures

Mitigation measures for this project are discussed in Section V of the attached initial study.

County of Los Angeles

Sale of Surplus County Property
CEQA Initial Study

1. **Project title:**
   Sale of Surplus County Property

2. **Lead agency:**
   County of Los Angeles
   Chief Administrative Office
   222 S. Hill St.
   Los Angeles, CA 90012

3. **Contact person:**
   Chris Kurzon
   Principal Real Property Agent
   (213) 974-4156

4. **Project location:**
   The project is located in the 3rd Supervisorial District approximately 29 miles west of the Los Angeles Civic Center, in the unincorporated territory of Topanga, CA. It is located within the area of Hillside Drive West, the 900 Block of Fernwood Pacific Drive, and in the vicinity of Cheney Drive and Callon Drive, Topanga, CA. 90290

5. **General plan designation:**
   The project is located within areas designated by the 2006 LA County General Plan as residential and is consistent with the land use objectives set forth in the Topanga Canyon Community Standards District, Malibu Land Use Plan, North Area Community Standards District, and Santa Monica Mountains North Area Plan.

6. **Zoning:**
   This project is located within areas designated by the 2006 LA County General Plan and Department of Regional Planning as residential. The principal land use category is residential although land uses other than strictly residential are allowed.

7. **Project Description:**
   The proposed project is for the County of Los Angeles to sell 21 parcels of land comprising 35 acres, located in Topanga, CA ("Project"). The project will contain restrictions on development forbidding habitable structures, commercial land uses, agricultural land uses, and specific night lighting to be built, among other restrictions.

8. Surrounding land uses and setting:
The Property is located in an area of primarily residential uses. The site includes approximately 35 acres of land area. The Property is bordered by sparsely developed residential property and is otherwise surrounded by privately owned open space.

9. Other public agencies whose approval is required:
(e.g., permits, financing approval, or participation agreement.) The County of Los Angeles will serve as the lead agency under CEQA. Approval by the Los Angeles County Board of Supervisors will be necessary for the project to proceed.

10. Identification of Environmental Effects:

A. Refer to Environmental checklist attached hereto and incorporated herein by reference.

B. The project will not conflict with adopted environmental plans and goals of the Topanga Canyon Community Standards District, Malibu Land Use Plan, North Area Community Standards District, and North Area Plan.

C. The project will not have a substantial demonstrable negative aesthetic effect on the Properties.

D. No rare or endangered species of animal or plant or the habitat of the species will be affected by the project. Nor will it interfere substantially with the movement of any resident fish or wildlife species or migratory fish or wildlife species.

E. The project will not breach published national, state or local standards relating to solid waste or litter control.

F. The project will not substantially degrade water quality, contaminate water supply, substantially degrade or deplete ground water resources, or interfere substantially with ground water recharge.

G. There are no known archeological sites existing at the project site.

H. The proposed project will not induce substantial growth or concentration of population.

I. The project will not cause a substantial increase to existing traffic. Nor will it affect the carrying capacity of the present street system.

J. With the exception of the sale of Parcel 14, the project will not displace any persons from the Properties. Inasmuch as the displacement is a result of a trespass on County-owned property, the individual does not qualify for any form of relocation assistance. The removal will be done in accordance with laws governing these situations.

K. The project will not, permanently, substantially increase the ambient noise levels to adjoining areas. Noise generated by the proposed use does not exceed that previously experienced in the area.

L. The project will not cause flooding, erosion or siltation.

M. The project will not expose people or structures to major geologic hazards.

N. The project will not expand a sewer trunk line. The County's intent is to incorporate into the sale of the parcels deed restrictions limiting the ability to develop. As a result, the expansion of existing utility services is not expected to be a consequence of these sales.

O. No substantial increase in energy consumption is anticipated by the project.

P. The project will not disrupt or divide the physical arrangement of established community; nor will it conflict with established recreational, educational, religious or scientific uses in the area.

Q. No public health or safety hazard or potential public health or safety hazard will be created by this project.

R. The project will not violate any ambient air quality standard, contribute substantially to an existing or projected air quality violation, or expose sensitive receptors to substantial pollutant concentrations.

11. Discussions of Ways to Mitigate Significant Effects

The project will be implemented in a manner that is not expected to create any significant effects on the environment. To mitigate any impacts upon the surrounding community the following measures will be instituted.

A. As a condition to the sale of each parcel, the County will record a restriction prohibiting the development of any portion of the County parcel(s) to be sold for the purpose of constructing a habitable structure.

B. Buyers of the County parcel(s) will be required to enter into a covenant agreement with the County requiring the Buyer to void any potential for subdivision of the parcel being acquired or the lands that the Buyer currently owns.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

☐ Aesthetics	☐ Agricultural Resources	☐ Air Quality
☐ Biological Resources	☐ Cultural Resources	☐ Geology/Soils
☐ Hazards & Hazardous Materials	☐ Hydrology/Water Quality	☐ Land Use/Planning
☐ Mineral Resources	☐ Noise	☐ Population/Housing
☐ Public Services	☐ Recreation	☐ Transportation/Traffic
☐ Utilities/Service Systems	☐ Mandatory Findings of Significance	

DETERMINATION: (To be completed by the Lead Agency)

On the basis of this initial evaluation:

☒ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☐ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions to the project have been made by or agreed to by the applicant. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the project, nothing further is required.

Signature _____ **Date:** April 5, 2006

Printed Name Chris Kurzon

EVALUATION OF ENVIRONMENTAL IMPACTS:

1. A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

2. All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.

3. Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

4. "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section XVII, "Earlier Analyses," may be cross-referenced).

5. Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:

   a) Earlier Analysis Used. Identify and state where they are available for review.

   b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.

   c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

6. Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

7. Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

8. This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.

9. The analysis of each issue should identify:

   a) the significance criteria or threshold, if any, used to evaluate each question; and

   b) the mitigation measure identified, if any, to reduce the impact to less than significance.

	Potentially Significant Impact	*Less Than Significant with Mitigation Incorporated*	*Less Than Significant Impact*	*No Impact*
1.→AESTHETICS. Would the project:				
a. Have a substantial adverse effect on a scenic vista?				X
b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				X
c. Substantially degrade the existing visual character or quality of the site and its surroundings?				X
d. Create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?				X
e. Create a new source of substantial shade or shadow that would adversely affect daytime views in the area?				X

(Source: Project Description, site visit)

The Project consists of the sale of parcels of land that are currently open space and the sales methods proposed will preserve the open space upon completion of the Project. The project will limit construction elements, as outlined in the deed restrictions. The Project will not require any lighting elements and lighting elements installed must use low intensity directional lighting and screening.

	Potentially Significant Impact	*Less Than Significant with Mitigation Incorporated*	*Less Than Significant Impact*	*No Impact*
2→AGRICULTURE RESOURCES. In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project:				
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				X
b. Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
c. Involve other changes in the existing environment that, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?				X

(Source: LA County General Plan, site visit, California Department of Conservation Division of Land Resource Protection)

The Project activities will occur within previously-undeveloped, open space areas and will therefore, not conflict with agricultural uses. The Project site is currently not in use for farming or any other form of agriculture according to California Department of Conservation maps.

	Potentially Significant Impact	*Less Than Significant with Mitigation Incorporated*	*Less Than Significant Impact*	*No Impact*
3. AIR QUALITY. Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
a. Conflict with or obstruct implementation of the applicable air quality plan?				X
b. Violate any air quality standard or contribute substantially to an existing or projected air quality violation?				X
c. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?				X
d. Expose sensitive receptors to substantial pollutant concentrations?				X
e. Create objectionable odors affecting a substantial number of people?				X

(Source: Project Description, South Coast Air Quality Management District)

The Project is consistent with the South Coast Air Quality Management District and as a result, will not conflict with or obstruct implementation of the SCAQMD. Except for two structures totaling about 1,500 sq. ft. that were illegally built upon the County owned property and are scheduled to be removed, the Project will contain no requirement for construction or demolition in the long-term and therefore, no construction or demolition emissions impacts that significantly affect air quality will occur. The Project will not generate any substantial odors. The Project will not adversely affect any sensitive receptors.

	Potentially Significant Impact	*Less Than Significant with Mitigation Incorporated*	*Less Than Significant Impact*	*No Impact*
4. BIOLOGICAL RESOURCES. Would the project:				
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				X
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				X
c. Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				X
d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?				X
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				X
f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				X
(Source: Project Description United States Environmental Protection Agency Marine and Coastal Geographic Information, Center for Marine Conservation)				
The Project will not have any adverse effects on any species and though the Project area consists of lands that serve as wildlife corridors and habitats, the potential impact on these areas has been mitigated through the imposition of deed restrictions restricting future owners from developing the Project area.				

	Potentially Significant Impact	*Less Than Significant with Mitigation Incorporated*	*Less Than Significant Impact*	*No Impact*
5. CULTURAL RESOURCES. Would the project:				
a. Cause a substantial adverse change in the significance of a historical resource as defined in CEQA Guidelines Section 15064.5?				X
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to CEQA Guidelines Section 15064.5?				X
c. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?				X
d. Disturb any human remains, including those interred outside of formal cemeteries?				X

(Source: Project Description)
No known historic resources exist within the project area, therefore impacts are expected to be nonexistent. There will be no earthmoving activities to warrant an impact on an archaeological or paleontological resources. The project will not disturb any human remains, including those interred outside of formal cemeteries.

	Potentially Significant Impact	*Less Than Significant with Mitigation Incorporated*	*Less Than Significant Impact*	*No Impact*
6. GEOLOGY AND SOILS. Would the project:				
a. Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				X
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.				X
ii) Strong seismic ground shaking?				X
iii) Seismic-related ground failure, including liquefaction?				X
iv) Landslides?				X
b. Result in substantial soil erosion, loss of topsoil, or changes in topography or unstable soil conditions from excavation, grading, or fill?				X
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on-or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?				X
d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?				X
e. Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?				X

(Source: Project Description, California Geological Survey)

According to the Alquist-Priolo Earthquake Fault Zoning Map, no active faults occur at the project site. The site is located in the Santa Monica Mountains. The Santa Monica Mountains are located in the western portion of the Transverse Range geomorphic province. Major faults and fault zones associated with the Transverse Ranges include the San Andreas and San Jacinto faults to the north and east, and the Malibu Coast Fault, Santa Monica Fault, and Raymond Fault. While the effects from these fault activities could range from very mild to severe ground motions, the Project involves the sale of open, vacant land and therefore will not expose people or structures to potential adverse effects resulting from earthquake fault ruptures, seismic ground shaking, liquefaction, or landslides.

	Potentially Significant Impact	*Less Than Significant with Mitigation Incorporated*	*Less Than Significant Impact*	*No Impact*
7. HAZARDS AND HAZARDOUS MATERIALS: Would the project:				
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?				X
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?				X
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				X
d. Be located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?				X
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				X
f. For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?				X
g. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				X
h. Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				X

(Source: Project Description, Project Location, US Environmental Protection Agency National Priorities List, California Department of Toxic Substances Control, National Parks Service Santa Monica Mountains National Recreation Area, Southern California Wildlife Hazard Center)

There will be no transportation of hazardous materials involved with the Project. According to the United States Environmental Protection Agency National Priorities List and California Department of Toxic Substances Control, the Project area is not listed as containing a hazardous materials site. The proposed Project would not result in significant hazards or hazardous materials impacts associated with schools, airports, or private airstrips. Although the Project area is comprised of land with a high fire hazard according to the Southern California Wildlife Hazard Center data and maps, the Project does not involve the development of residential structures, therefore it would not expose people or structures to a significant risk of loss, injury, or death from wild land fires, more than currently exists.

	Potentially Significant Impact	*Less Than Significant with Mitigation Incorporated*	*Less Than Significant Impact*	*No Impact*
8. HYDROLOGY AND WATER QUALITY. Would the project:				
a. Violate any water quality standards or waste discharge requirements?				X
b. Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?				X
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of stream or river, in a manner that would result in substantial erosion or siltation on- or off-site?				X
d. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or off-site?				X
e. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?				X
f. Otherwise substantially degrade water quality?				X
g. Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				X
h. Place within a 100-year flood hazard area structures that would impede or redirect flood flows?				X
i. Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?				X
j. Inundation by seiche, tsunami, or mudflow?				X

(Source: Project Description, State Water Resource Control Board)

The Project area contains vacant, open space, with some property lines improved with light fencing and masonry walls. The proposed Project will not result in storm water discharges from soil disturbance. Upon completion of Project the land area will remain the same as it has existed historically, and any further housing or structures are not to be developed on the land. The topography of the land will in no way be altered, and water flows and water runoff will maintain their current paths and boundaries upon completion of the Project.

	Potentially Significant Impact	*Less Than Significant with Mitigation Incorporated*	*Less Than Significant Impact*	*No Impact*
9. LAND USE AND PLANNING. Would the project:				
a. Physically divide an established community?				X
b. Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?				X
c. Conflict with any applicable habitat conservation plan or natural community conservation plan?				X

(Source: Project Description, LA County General Plan, North Area Plan, Topanga Canyon Community Standards District, Malibu Land Use Plan)

The Project will maintain the natural condition of the properties and the established communities. These properties are identified as residential pursuant to maps maintained by the Department of Regional Planning. Therefore, the proposed Project is consistent with the land use objectives set forth in the various documents governing land use in the area, including the Topanga Canyon Community Standards District, Malibu Land Use Plan, North Area Community Standards District, and Santa Monica Mountains North Area Plan. Thus, no conflicts with surrounding land uses would occur. The Project would not create any adverse impacts on habitat or natural community conservation plans, nor would it conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect. The Project area is currently County owned, and the Project is consistent with applicable local planning documents and conservation plans and no significant land use impacts would occur.

	Potentially Significant Impact	*Less Than Significant with Mitigation Incorporated*	*Less Than Significant Impact*	*No Impact*
10. MINERAL RESOURCES. Would the project:				
a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X
b. Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				X
(Source: Project Description) Implementation of the Project does not involve any removal or excavation, and thus would not result in the removal of mineral deposits, if any were to exist. In addition, the proposed Project would not cover or otherwise make inaccessible any unknown resources on-site. No mineral resource impacts would occur.				

	Potentially Significant Impact	*Less Than Significant with Mitigation Incorporated*	*Less Than Significant Impact*	*No Impact*
11. NOISE. Would the project result in:				
a. Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?				X
b. Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?				X
c. A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?				X
d. A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?				X
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				X
f. For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				X

(Source: Project Description)
All the sites within the Project area are located in quiet settings and, with the exception of the proposed demolition of a structure illegally located on County property; no noise will be created during the implementation or completion of the Project.

	Potentially Significant Impact	*Less Than Significant with Mitigation Incorporated*	*Less Than Significant Impact*	*No Impact*
12. POPULATION AND HOUSING. Would the project:				
a. Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?				X
b. Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				X
c. Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				X

(Source: Project Description)

The proposed Project does not include new housing or businesses that may induce growth, nor does it propose the extension of infrastructure that may indirectly induce growth. Except for the demolition of a residential structure illegally built upon the Project area, the nature of the Project will not necessitate the construction or elimination of viable or replacement housing. The Project will prevent growth in the area by prioritizing ownership to current, adjoining property owners and communities, as opposed to private developers.

	Potentially Significant Impact	*Less Than Significant with Mitigation Incorporated*	*Less Than Significant Impact*	*No Impact*
13. PUBLIC SERVICES.				
a. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				X
i) Fire protection?				X
ii) Police protection?				X
iii) Schools?				X
iv) Parks?				X
v) Other public facilities?				X

(Source: Project description)

The property would require police and fire protection, but to no greater degree than is currently required. The nature of the Project will not necessitate the construction of new facilities or increase the demand on public services such as schools, parks, and other facilities since it will not generate new residents. No impacts are expected.

	Potentially Significant Impact	*Less Than Significant with Mitigation Incorporated*	*Less Than Significant Impact*	*No Impact*
14. RECREATION.				
a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				X
b. Does the project include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?				X
c. Would the project affect existing recreational opportunities?				X

(Source: Project Description)

The Project does not increase the use of neighborhood and regional parks nor does the project include recreational facilities. Existing recreational facilities will not be affected by the property sales envisioned as part of the Project.

	Potentially Significant Impact	*Less Than Significant with Mitigation Incorporated*	*Less Than Significant Impact*	*No Impact*
15. TRANSPORTATION/TRAFFIC. Would the project:				
a. Cause an increase in traffic that is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?				X
b. Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?				X
c. Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?				X
d. Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?				X
e. Result in inadequate emergency access?				X
f. Result in inadequate parking capacity?				X
g. Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?				X
(Source: Project Description)				
No traffic will result from these property sales nor will air and road traffic patterns be affected by the Project. Parking capacity will remain the same during and after completion.				

	Potentially Significant Impact	*Less Than Significant with Mitigation Incorporated*	*Less Than Significant Impact*	*No Impact*
16. UTILITIES AND SERVICE SYSTEMS. Would the project:				
a. Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?				X
b. Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X
c. Require or result in the construction of new stormwater drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X
d. Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?				X
e. Result in a determination by the wastewater treatment provider that serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				X
f. Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?				X
g. Comply with federal, state, and local statutes and regulations related to solid waste?				X
(Source: Project Description) Upon implementation and completion, the Project would not require any public utilities or services. No new infrastructure (storm drains, water lines, etc.) will be needed and infrastructure capacity will not increase. No new waste will be created, thus this project would not need to comply with federal, state, and local statutes.				

	Potentially Significant Impact	*Less Than Significant with Mitigation Incorporated*	*Less Than Significant Impact*	*No Impact*
17. MANDATORY FINDINGS OF SIGNIFICANCE.				
a. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?				X
b. Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?				X
c. Does the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?				X

(Source: Project Description)

The proposed Project will be implemented and completed within vacant, natural areas with the end result of the Project being areas that remain the same physically, naturally, and environmentally, and are prohibited from being developed under deed restrictions. The only changes that the Project will result in are change of owner. The Project will have no impacts of any kind aside from ownership. Since impacts to the environment are nonexistent, there is no need to characterize impacts as individually limited or cumulatively considerable. The Project has no environmental effects of any kind on human beings.

COMMENTS RECEIVED DURING PUBLIC REVIEW PERIOD

SOUTHERN CALIFORNIA

ASSOCIATION of GOVERNMENTS

Main Office

818 West Seventh Street

12th Floor

Los Angeles, California

90017-3435

t (213) 236-1800

f (213) 236-1825

www.scag.ca.gov

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Riverside County: Jeff Stone, Riverside County • Thomas Buckley, Lake Elsinore • Bonnie Flickinger, Moreno Valley • Ron Loveridge, Riverside • Greg Pettis, Cathedral City • Ron Roberts, Temecula

San Bernardino County: Gary Ovitt, San Bernardino County • Lawrence Dale, Barstow • Paul Eaton, Montclair • Lee Ann Garcia, Grand Terrace • Tim Jasper, Town of Apple Valley • Larry McCallon, Highland • Deborah Robertson, Rialto • Alan Wapner, Ontario

Ventura County: Judy Mikels, Ventura County • Glen Becerra, Simi Valley • Carl Morehouse, San Buenaventura • Toni Young, Port Hueneme

Orange County Transportation Authority: Lou Correa, County of Orange

Riverside County Transportation Commission: Robin Lowe, Hemet

Ventura County Transportation Commission: Keith Millhouse, Moorpark

July 18, 2006

Mr. Chris Kurzon
County of Los Angeles, Chief Administrative Office
Real Estate Division
222 S. Hill Street, 3rd Floor
Los Angeles, CA 90012

RE: SCAG Clearinghouse No. I 20060421 Sale of Los Angeles County-Owned Real Property Topanga Canyon Area

Dear Mr. Kurzon:

Thank you for submitting the **Sale of Los Angeles County-Owned Real Property Topanga Canyon Area** for review and comment. As areawide clearinghouse for regionally significant projects, SCAG reviews the consistency of local plans, projects and programs with regional plans. This activity is based on SCAG's responsibilities as a regional planning organization pursuant to state and federal laws and regulations. Guidance provided by these reviews is intended to assist local agencies and project sponsors to take actions that contribute to the attainment of regional goals and policies.

We have reviewed the **Sale of Los Angeles County-Owned Real Property Topanga Canyon Area**, and have determined that the proposed Project is not regionally significant per SCAG Intergovernmental Review (IGR) Criteria and California Environmental Quality Act (CEQA) Guidelines (Section 15206). Therefore, the proposed Project does not warrant comments at this time. Should there be a change in the scope of the proposed Project, we would appreciate the opportunity to review and comment at that time.

A description of the proposed Project was published in SCAG's **June 16-30, 2006** Intergovernmental Review Clearinghouse Report for public review and comment.

The project title and SCAG Clearinghouse number should be used in all correspondence with SCAG concerning this Project. Correspondence should be sent to the attention of the Clearinghouse Coordinator. If you have any questions, please contact me at (213) 236-1851. Thank you.

Sincerely,

BRIAN WALLACE
Associate Regional Planner
Intergovernmental Review

Doc #124431

STATE OF CALIFORNIA

Governor's Office of Planning and Research

State Clearinghouse and Planning Unit

Arnold Schwarzenegger
Governor

Sean Walsh
Director

August 9, 2006

Chris Kurzon
Los Angeles County
222 S. Hill Street
Los Angeles, CA 90012

Subject: Sale of Surplus County Property in Topanga Area
SCH#: 2006071034

Dear Chris Kurzon:

The State Clearinghouse submitted the above named Negative Declaration to selected state agencies for review. The review period closed on August 8, 2006, and no state agencies submitted comments by that date. This letter acknowledges that you have complied with the State Clearinghouse review requirements for draft environmental documents, pursuant to the California Environmental Quality Act.

Please call the State Clearinghouse at (916) 445-0613 if you have any questions regarding the environmental review process. If you have a question about the above-named project, please refer to the ten-digit State Clearinghouse number when contacting this office.

Sincerely,

Terry Roberts

Terry Roberts
Director, State Clearinghouse

1400 TENTH STREET P.O. BOX 3044 SACRAMENTO, CALIFORNIA 95812-3044
TEL (916) 445-0613 FAX (916) 323-3018 www.opr.ca.gov

Document Details Report
State Clearinghouse Data Base

SCH# 2006071034
Project Title Sale of Surplus County Property in Topanga Area
Lead Agency Los Angeles County

Type Neg Negative Declaration

Description The proposed project is for the County of Los Angeles to sell 21 parcels of land comprising 35 acres, located in Topanga, CA. The project will contain restrictions on development forbidding habitable structures, commercial land uses, agricultural land uses and specific night lighting to be built as well as other restrictions.

Lead Agency Contact

Name Chris Kurzon
Agency Los Angeles County
Phone (213) 974-4156 **Fax**
email
Address 222 S. Hill Street
City Los Angeles **State** CA **Zip** 90012

Project Location

County Los Angeles
City
Region
Cross Streets Hillside Drive West, 900 Block of Fremont Pacific Drive; Cheney Drive/Callon Drive
Parcel No.
Township **Range** **Section** **Base**

Proximity to:

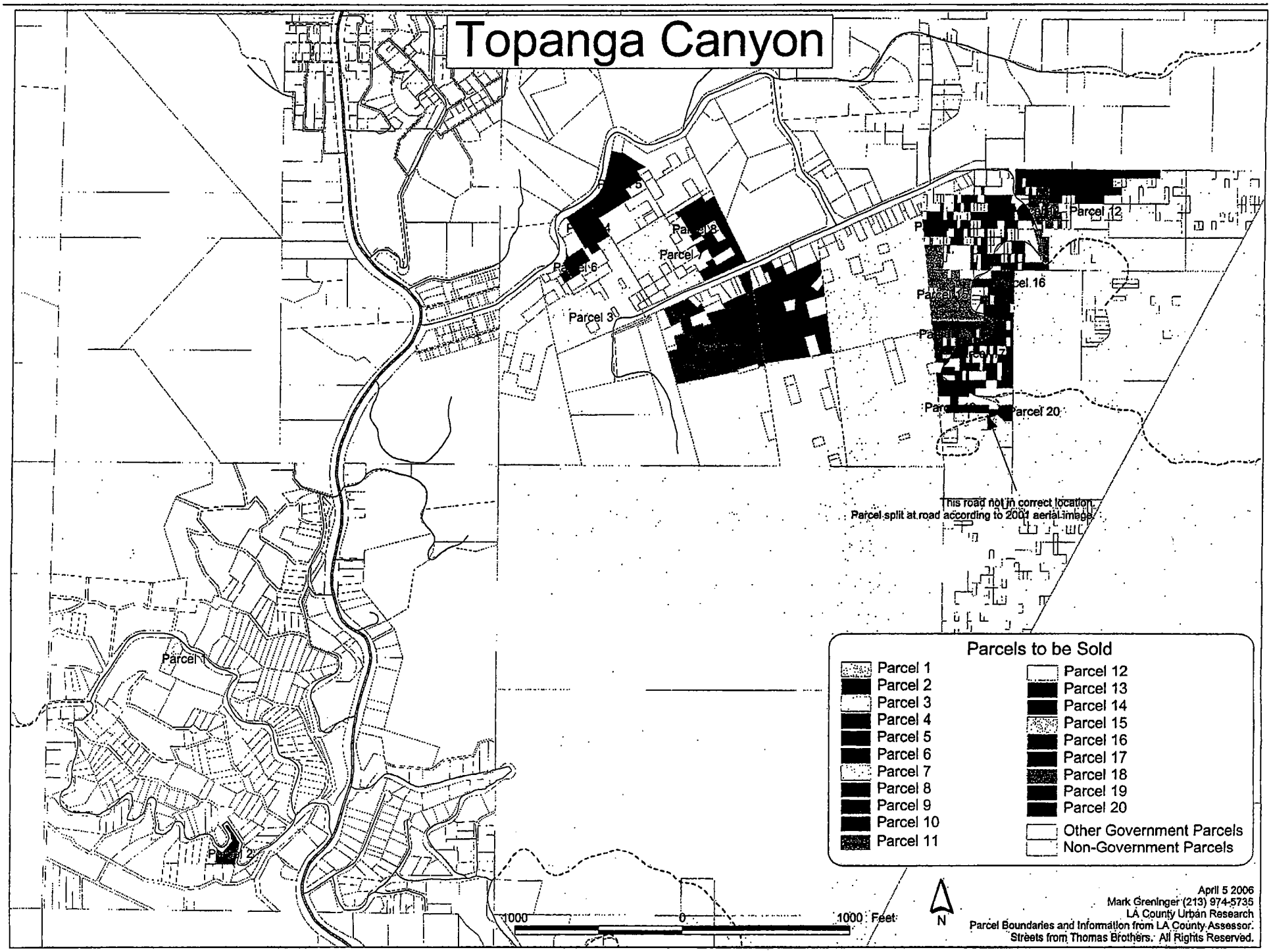
Highways
Airports
Railways
Waterways
Schools
Land Use According to the 2006 LA County General Plan and Department of Region Planning, the principle land use category is residential.

Project Issues Aesthetic/Visual; Agricultural Land; Air Quality; Archaeologic-Historic; Biological Resources; Coastal Zone; Cumulative Effects; Drainage/Absorption; Economics/Jobs; Fiscal Impacts; Flood Plain/Flooding; Forest Land/Fire Hazard; Geologic/Seismic; Growth Inducing; Landuse; Minerals; Noise; Population/Housing Balance; Public Services; Recreation/Parks; Schools/Universities; Septic System; Sewer Capacity; Soil Erosion/Compaction/Grading; Solid Waste; Toxic/Hazardous; Traffic/Circulation; Vegetation; Water Quality; Water Supply; Wetland/Riparian; Wildlife

Reviewing Agencies Resources Agency; Regional Water Quality Control Board, Region 4; Department of Parks and Recreation; Native American Heritage Commission; Department of Fish and Game, Region 5; Department of Water Resources; California Highway Patrol; Caltrans, District 7

Date Received 07/10/2006 **Start of Review** 07/10/2006 **End of Review** 08/08/2006

MAPS


Topanga Canyon
Parcel 1
Parcel 3
Parcel 12
Parcel 20
This road not in correct location.
Parcel split at road according to 2001 aerial image.
Parcels to be Sold
Parcel 1
Parcel 2
Parcel 3
Parcel 4
Parcel 5
Parcel 6
Parcel 7
Parcel 8
Parcel 9
Parcel 10
Parcel 11
Parcel 12
Parcel 13
Parcel 14
Parcel 15
Parcel 16
Parcel 17
Parcel 18
Parcel 19
Parcel 20
Other Government Parcels
Non-Government Parcels
1000
0
1000 Feet
N
April 5 2006
Mark Greninger (213) 974-5735
LA County Urban Research
Parcel Boundaries and Information from LA County Assessor.
Streets from Thomas Brothers. All Rights Reserved.

ATTACHMENT 1
LEGAL DESCRIPTIONS AND MAPS

Legal Description Sale to Seldes

THAT PORTION OF LOT 8 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

Parcel 1
THAT PORTION OF LOT 226 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 LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE NORTHERLY CORNER OF SAID LOT 226, THENCE SOUTHWESTERLY 3.00 FEET ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 226 TO THE TRUE POINT OF BEGINNING, THENCE IN A DIRECT LINE TO A POINT IN THE SOUTHEASTERLY LINE OF SAID LOT 226 DISTANT THEREON 20.25 FEET SOUTHWESTERLY FROM THE EASTERLY CORNER OF SAID LOT 226, CONSISTING OF 1908 SQUARE FEET.

Parcel 2
LOTS 108, 122, 181, 184, 185, 212, AND 258 AS SHOWN ON THE RECORD OF SURVEY MAP ON FILE IN BOOK 44 PAGES 36 AND 37 OF RECORD OF SURVEYS IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER.

Legal Description Sale to Robbins

THAT PORTION OF LOT 8 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

Parcel 1
THAT PORTION OF LOT 226 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 LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE NORTHERLY CORNER OF SAID LOT 226, THENCE SOUTHWESTERLY 3.00 FEET ALONG THE NORTHWESTERLY LINE OF LOT 226 TO THE TRUE POINT OF BEGINNING, THENCE IN A DIRECT LINE TO A POINT IN THE SOUTHEASTERLY LINE OF SAID LOT 226 DISTANT THEREON 20.25 FEET SOUTHWESTERLY FROM THE EASTERLY CORNER OF SAID LOT 226, CONSISTING OF 436 SQUARE FEET

Parcel 2
LOTS 146, 147, 173, 174, 175, 176, 177, 178, 179, 180, 213, 214, 215, 216, 217, 218, 219, 220, 221, 225, 260, 261, 264, 265, 266 and 267 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

Parcel 3
THE NORTHWESTERLY HALF OF LOTS 268 AND 269 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, CONSISTING OF 1953 SQUARE FEET.

Legal Description Sale to Lew

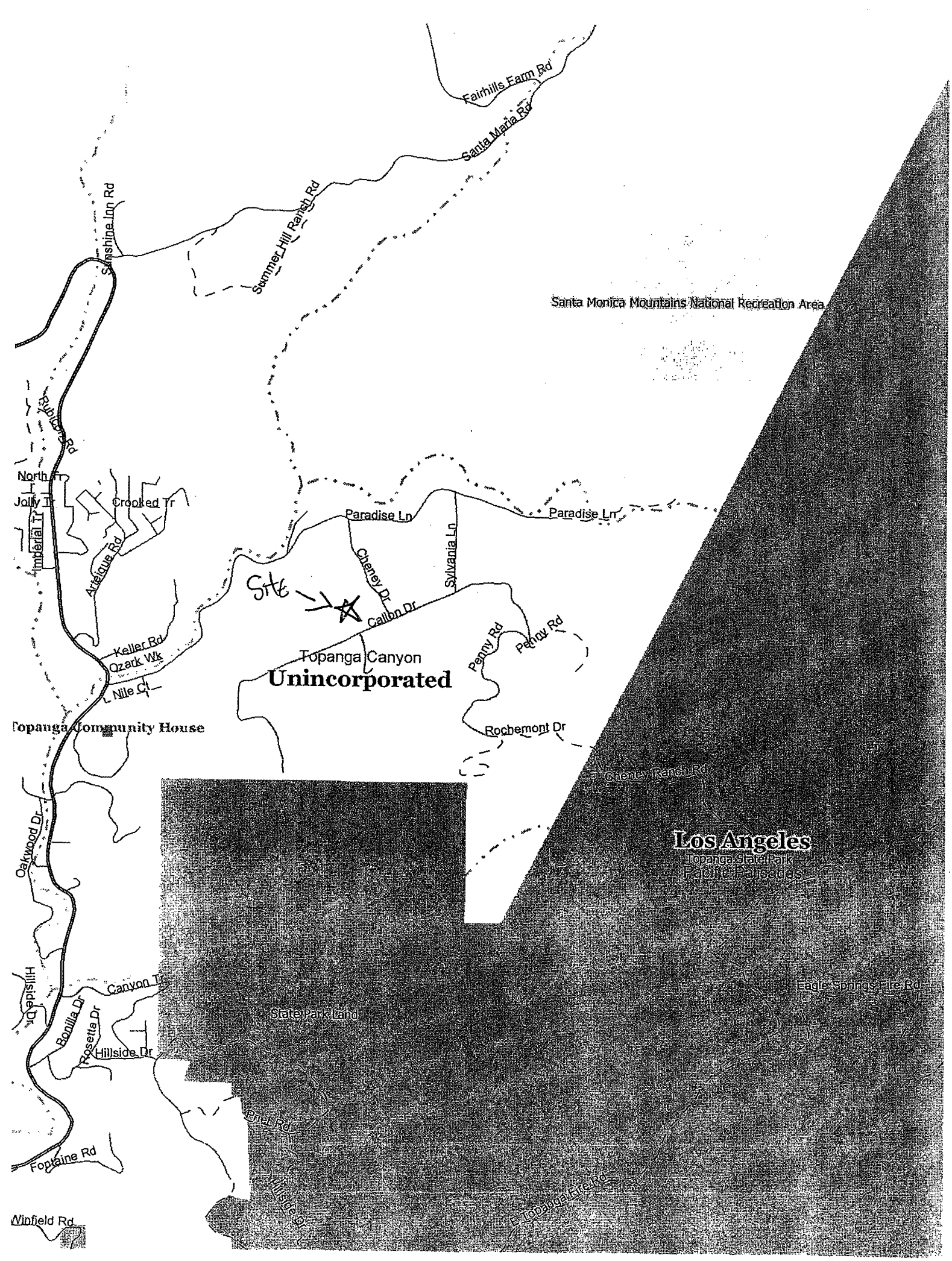
THAT PORTION OF LOT 8 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

Parcel 1
LOTS 268 AND 269 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, EXCEPT THE NORTHWESTERLY HALF THEREOF, CONSISTING OF 1953 SQUARE FEET.

Parcel 2
LOTS 270, 271, 310, 313, 314, AND 315 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

Legal Description Sale to Kruchen
THAT PORTION OF LOT 8 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

LOT 259 AS SHOWN ON THE RECORD OF SURVEY MAP ON FILE IN BOOK 44 PAGES 36 AND 37 OF RECORD OF SURVEYS IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER.


Fairhills Farm Rd
Santa Maria Rd
Summer Hill Ranch Rd
Sunshine Inn Rd
Santa Monica Mountains National Recreation Area
Topanga Canyon Blvd
North Tr
Jolly Tr
Crooked Tr
Imperial Tr
Artelique Rd
Paradise Ln
Paradise Ln
Cheney Dr
Sylvania Ln
Site
Calbn Dr
Keller Rd
Ozark Wk
L Nile Ct
Topanga Canyon
Unincorporated
Penny Rd
Penny Rd
Topanga Community House
Rochemont Dr
Cheney Ranch Rd
Los Angeles
Topanga State Park
Pacific Palisades
Oakwood Dr
Hillside Dr
Canyon Tr
Bonilla Dr
Rosetta Dr
Hillside Dr
State Park Land
Eagle Springs Fire Rd
Briel Rd
Fontaine Rd
Hillside Dr
E Topanga Fire Rd
Winfield Rd

ATTACHMENT 2
QUITCLAIM DEEDS

RECORDING REQUESTED BY:
County of Los Angeles
AND MAIL TO:

Elisabeth Seldes
20613 Callon Drive
Topanga, CA 90290

_____ Space above this line for Recorder's use _____

TAX PARCEL: 4441-006-902 (portion)

DOCUMENTARY TRANSFER TAX
COUNTY OF LOS ANGELES $ 33.52
CITY OF _____ $ N/A
TOTAL TAX $ 33.52
— 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

QUITCLAIM DEED

The **COUNTY OF LOS ANGELES, a body corporate and politic,** for the sum of Thirty Thousand Four Hundred Seventy Four and NO/100, ($30,474.00) receipt of which is hereby acknowledged, does hereby surrender, quitclaim and release to:

Elisabeth Seldes Revocable Trust of 2002

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 area of the Unincorporated Territory of the County of Los Angeles, 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, if any.
b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
c. The restrictions and covenants outlined in Exhibit B attached hereto and incorporated herein by this reference.

Dated_____

COLA LOG NO. 2263

COUNTY OF LOS ANGELES

By_____
Zev Yaroslavsky
Chairman, Board of Supervisors

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 _____, Chairman, Board of Supervisors 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, JR.
County Counsel

By _____
Deputy

EXHIBIT A
LEGAL DESCRIPTION

THAT PORTION OF LOT 8 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 226 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 LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE NORTHERLY CORNER OF SAID LOT 226, THENCE SOUTHWESTERLY 3.00 FEET ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 226 TO THE TRUE POINT OF BEGINNING, THENCE IN A DIRECT LINE TO A POINT IN THE SOUTHEASTERLY LINE OF SAID LOT 226 DISTANT THEREON 20.25 FEET SOUTHWESTERLY FROM THE EASTERLY CORNER OF SAID LOT 226, CONSISTING OF 1908 SQUARE FEET.

LOTS 108, 122, 181, 184, 185, 212, AND 258 AS SHOWN ON THE RECORD OF SURVEY MAP ON FILE IN BOOK 44 PAGES 36 AND 37 OF RECORD OF SURVEYS IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER.

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 to use a portion of the Property for Fire Break Construction as that term is defined herein;
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 Structures: 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.

RECORDING REQUESTED BY:
County of Los Angeles
AND MAIL TO:

Jane M. Robbins
Mildred R. Leet
20621 Callon Drive
Topanga, CA 90290

Space above this line for Recorder's use

DOCUMENTARY TRANSFER TAX
COUNTY OF LOS ANGELES $ 106.03
CITY OF _____ $ N/A
TOTAL TAX $ 106.03
✓ 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

TAX PARCEL: 4441-006-902 (portion)

QUITCLAIM DEED

The **COUNTY OF LOS ANGELES, a body corporate and politic**, for the sum of Ninety Six Thousand Three Hundred Ninety One and NO/100 Dollars, ($96,391.00) receipt of which is hereby acknowledged, does hereby surrender, quitclaim and release to:

Jane M. Robbins and Mildred R. Leet, joint tenants with right of survivorship

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 area of the Unincorporated Territory of the County of Los Angeles, 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, if any.
b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
c. The restrictions and covenants outlined in Exhibit B attached hereto and incorporated herein by this reference.

Dated_____

COLA LOG NO. 2264

COUNTY OF LOS ANGELES

By_____
Zev Yaroslavsky
Chairman, Board of Supervisors

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 _____, 2007, the facsimile signature of _____, Chairman, Board of Supervisors 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, JR.
County Counsel

By _____
Deputy

EXHIBIT A
LEGAL DESCRIPTION

THAT PORTION OF LOT 8 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 226 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 LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE NORTHERLY CORNER OF SAID LOT 226, THENCE SOUTHWESTERLY 3.00 FEET ALONG THE NORTHWESTERLY LINE OF LOT 226 TO THE TRUE POINT OF BEGINNING, THENCE IN A DIRECT LINE TO A POINT IN THE SOUTHEASTERLY LINE OF SAID LOT 226 DISTANT THEREON 20.25 FEET SOUTHWESTERLY FROM THE EASTERLY CORNER OF SAID LOT 226, CONSISTING OF 436 SQUARE FEET.

LOTS 146, 147, 173, 174, 175, 176, 177, 178, 179, 180, 213, 214, 215, 216, 217, 218, 219, 220, 221, 225, 260, 261, 264, 265, 266 and 267 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

THE NORTHWESTERLY HALF OF LOTS 268 AND 269 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, CONSISTING OF 1953 SQUARE FEET.

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 to use portions of the Property for Fire Break Construction as that term is defined herein;
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 Structures: 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.

RECORDING REQUESTED BY:
County of Los Angeles
AND MAIL TO:

Cheryl D. Lew
20615 Callon Drive
Topanga, CA 90290

_____ Space above this line for Recorder's use _____

TAX PARCEL: 4441-006-902 (portion)

DOCUMENTARY TRANSFER TAX

COUNTY OF LOS ANGELES $ 25.52

CITY OF _____ $ N/A

TOTAL TAX $ 25.52

✓ 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

QUITCLAIM DEED

The **COUNTY OF LOS ANGELES, a body corporate and politic**, for the sum of Twenty Three Thousand Two Hundred Six and NO/100 Dollars, ($23,206.00) receipt of which is hereby acknowledged, does hereby surrender, quitclaim and release to:

Cheryl D. Lew

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 area of the Unincorporated Territory of the County of Los Angeles, 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, if any.
b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
c. The restrictions and covenants outlined in Exhibit B attached hereto and incorporated herein by this reference.

Dated_____

COUNTY OF LOS ANGELES

COLA LOG NO. 2261

By_____
Zev Yaroslavsky
Chairman, Board of Supervisors

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 _____, 2007, the facsimile signature of _____, Chairman, Board of Supervisors 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, JR.
County Counsel

By _____
Deputy

EXHIBIT A
LEGAL DESCRIPTION

THAT PORTION OF LOT 8 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

LOTS 268 AND 269 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, EXCEPT THE NORTHWESTERLY HALF THEREOF, CONSISTING OF 1953 SQUARE FEET.

LOTS 270, 271,310, 313, 314 AND 315 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 to use a portion of the Property for Fire Break Construction as that term is defined herein;
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 Structures: 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.

RECORDING REQUESTED BY:
County of Los Angeles
AND MAIL TO:
Harold Kruchen
Gertrud Kruchen
P.O. Box 103
Topanga CA, 90290

Space above this line for Recorder's use

DOCUMENTARY TRANSFER TAX
COUNTY OF LOS ANGELES $ 5.16
CITY OF _____ $ N/A
TOTAL TAX $ 5.16
V 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

TAX PARCEL: 4441-006-902 (portion)

QUITCLAIM DEED

The **COUNTY OF LOS ANGELES, a body corporate and politic,** for the sum of Four Thousand Six Hundred Eighty eight and NO/100 Dollars, ($4,688.00) receipt of which is hereby acknowledged, does hereby surrender, quitclaim and release to:

Kruchen Living Trust Dated 10/01/93

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 area of the Unincorporated Territory of the County of Los Angeles, 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, if any.
b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
c. The restrictions and covenants outlined in Exhibit B attached hereto and incorporated herein by this reference.

Dated_____

COUNTY OF LOS ANGELES

COLA LOG NO. 2262

By_____
Zev Yaroslavsky
Chairman, Board of Supervisors

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 _____, Chairman, Board of Supervisors 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, JR.
County Counsel

By _____
Deputy

EXHIBIT A
LEGAL DESCRIPTION

THAT PORTION OF LOT 8 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

LOT 259 AS SHOWN ON THE RECORD OF SURVEY MAP ON FILE IN BOOK 44 PAGES 36 AND 37 OF RECORD OF SURVEYS IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER.

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 to use portions of the Property for Fire Break Construction as that term is defined herein;
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 Structures: 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.

ATTACHMENT 3
SALE AND PURCHASE AGREEMENTS

SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2007 by and between the **COUNTY OF LOS ANGELES** ("Seller"), and Elisabeth Seldes Revocable Trust of 2002 ("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 in the vicinity of Callon 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 Thirty Thousand Four Hundred Seventy Four and NO/100 Dollars ($30,474.00), payable by Buyer to Seller as follows:

A) Three Thousand Forty Seven Dollars and 40/100 Dollars ($3,047.40) 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 Twenty Seven Thousand Four Hundred Twenty Six and 60/100 Dollars ($27,426.60) to be paid in full on March 15, 2007 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 to use portions of the Property for Fire Break Construction as that term is defined herein;

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 Structures: 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) March 16, 2007, 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 226 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 and Agreement to Hold Property as One Parcel 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 226 to create two lots, one comprised of the westerly 1908 square feet of Lot 226 which will be conveyed to Buyer, and the second comprised of the remainder of Lot 226, as more particularly described on the attached Exhibit A. Prior to the conveyance to Buyer, Buyer shall comply with the following conditions:

(i) Buyer prepares and within 10 days after 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 reviewing the subdivision of Lot 226.

(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: Elisabeth Seldes Revocable Trust of 2002 and shall cause the Deed to be recorded in the official records of the Los Angeles County Recorder.

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 13 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: Elisabeth Seldes
20613 Callon 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 ES

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

ELISABETH SELDES REVOCABLE TRUST OF 2002

By: _____
Elisabeth Seldes Trustee

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

SELLER

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

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

APN: 4441-006-901 (PORTION) AND 4441-006-902 (PORTION)

THAT PORTION OF LOT 8 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 226 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 LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE NORTHERLY CORNER OF SAID LOT 226, THENCE SOUTHWESTERLY 3.00 FEET ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 226 TO THE TRUE POINT OF BEGINNING, THENCE IN A DIRECT LINE TO A POINT IN THE SOUTHEASTERLY LINE OF SAID LOT 226 DISTANT THEREON 20.25 FEET SOUTHWESTERLY FROM THE EASTERLY CORNER OF SAID LOT 226, CONSISTING OF 1908 SQUARE FEET.

LOTS 108, 122, 181, 184, 185, 212, AND 258 AS SHOWN ON THE RECORD OF SURVEY MAP ON FILE IN BOOK 44 PAGES 36 AND 37 OF RECORD OF SURVEYS IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER.

EXHIBIT B
PROPERTY CURRENTLY OWNED BY BUYER

APN: 4441-006-007, 4441-006-008, 4441-006-009

THAT PORTION OF LOT 8 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

LOTS 182, 183, 208, 209, 210, 211, 227, 228, 229, 230, AND 231 AS SHOWN ON THE RECORD OF SURVEY MAP ON FILE IN BOOK 44 PAGES 36 AND 37 OF RECORD OF SURVEYS IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER.

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 8 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 226 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 LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE NORTHERLY CORNER OF SAID LOT 226, THENCE SOUTHWESTERLY 3.00 FEET ALONG THE NORTHWESTERLY LINE OF SAID PARCEL 226 TO THE TRUE POINT OF BEGINNING, THENCE IN A DIRECT LINE TO A POINT IN THE SOUTHEASTERLY LINE OF SAID LOT 226 DISTANT THEREON 20.25 FEET SOUTHWESTERLY FROM THE EASTERLY CORNER OF SAID LOT 226, CONSISTING OF 1908 SQUARE FEET.

LOTS 108, 122, 181, 182, 183, 184, 185, 208, 209, 210, 211, 212, 227, 228, 229, 230, 231 AND 258 AS SHOWN ON THE RECORD OF SURVEY MAP ON FILE IN BOOK 44 PAGES 36 AND 37 OF RECORD OF SURVEYS IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER.

This property is located at and is known by the following address and Assessor Parcel Numbers (APN): 4441-006-901 (portion) 4441-006-902 (portion), 4441-006-007, 4441-006-008 and 4441-006-009 located at 20613 Callon Drive, Topanga

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:
Elisabeth Seldes Revocable Trust of 2002

Elisabeth Seldes, Trustee

SIGNATURES MUST BE NOTARIZED

SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2007 by and between the **COUNTY OF LOS ANGELES** ("Seller"), and Jane M. Robbins and Mildred R. Leet ("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 in the vicinity of Callon 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 Ninety Six Thousand Three Hundred Ninety One and NO/100 Dollars ($96,391.00), payable by Buyer to Seller as follows:

A) Nine Thousand Six Hundred Thirty Nine and 10/100 Dollars ($9,639.10) 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 Eighty Six Thousand Seven Hundred Fifty One and 90/100 Dollars ($86,751.90) to be paid in full on March 15, 2007, 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 to use portions of the Property for Fire Break Construction as that term is defined herein;

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 Structures: 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) March 16, 2007, 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 226 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 and Agreement to Hold Property as One Parcel 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 Lots 226, 268, and 269. Specifically, Buyer requests to subdivide Lot 226 to create two lots, one comprised of the easterly 436 square feet of Lot 226 which will be conveyed to Buyer and the second lot comprised of the remainder thereof consisting of 1,908 square feet. Buyer also requests to subdivide Lots 268 and 269, to create four lots. Two lots are the north westerly half of said Lots comprising 1953 square feet which shall be conveyed to Buyer, and the other two lots are to be comprised of the remainder thereof. The Property to be conveyed to Buyer is more particularly described on the attached Exhibit A. Prior to the conveyance to Buyer, Buyer shall comply 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 reviewing the subdivision of Lots 226, 268, and 269.

(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: Jane M. Robbins and Mildred R. Leet, joint tenants with right of survivorship and shall cause the Deed to be recorded in the official records of the Los Angeles County Recorder.

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 13 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: Jane M. Robbins
Mildred R. Leet
20621 Callon 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: _____
Jane M. Robbins

_____
Mildred R. Leet

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

SELLER

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

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

APN: 4441-006-902 (PORTION)

THAT PORTION OF LOT 8 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 226 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 LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE NORTHERLY CORNER OF SAID LOT 226, THENCE SOUTHWESTERLY 3.00 FEET ALONG THE NORTHWESTERLY LINE OF LOT 226 TO THE TRUE POINT OF BEGINNING, THENCE IN A DIRECT LINE TO A POINT IN THE SOUTHEASTERLY LINE OF SAID LOT 226 DISTANT THEREON 20.25 FEET SOUTHWESTERLY FROM THE EASTERLY CORNER OF SAID LOT 226, CONSISTING OF 436 SQUARE FEET.

LOTS 146, 147, 173, 174, 175, 176, 177, 178, 179, 180, 213, 214, 215, 216, 217, 218, 219, 220, 221, 225, 260, 261, 264, 265, 266 and 267 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

THE NORTHWESTERLY HALF OF LOTS 268 AND 269 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, CONSISTING OF 1953 SQUARE FEET.

EXHIBIT B
PROPERTY CURRENTLY OWNED BY BUYER

APN: 4441-006-011, 4441-006-012, 4441-006-013

THAT PORTION OF LOT 8 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

LOTS 222, 223, 224, 262, and 263 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:

THAT PORTION OF LOT 8 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 226 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 LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE NORTHERLY CORNER OF SAID LOT 226, THENCE SOUTHWESTERLY 3.00 FEET ALONG THE NORTHWESTERLY LINE OF SAID LOT 226 TO THE TRUE POINT OF BEGINNING, THENCE IN A DIRECT LINE TO A POINT IN THE SOUTHEASTERLY LINE OF SAID LOT 226 DISTANT THEREON 20.25 FEET SOUTHWESTERLY FROM THE EASTERLY CORNER OF SAID LOT 226, CONSISTING OF 436 SQUARE FEET.

LOTS 146, 147, 173, 174, 175, 176, 177, 178, 179, 180, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 260, 261, 262, 263, 264, 265, 266 and 267 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

THE NORTHWESTERLY HALF OF LOTS 268 AND 269 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, CONSISTING OF 1953 SQUARE FEET.

This property is located at and is known by the following address and Assessor Parcel Numbers (APN):
4441-006-902, 4441-006-011, 4441-006-012, and 4441-006-013 located at 20621 Callon Drive, Topanga

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:

Janis M. Robbins

Mildred R. Leet

SIGNATURES MUST BE NOTARIZED

MIREILLE LAFONTANT
Notary Public, State of New York
No. 01LA6100385
Qualified in Kings County
Commission Expires October 20, 20 07

SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2007 by and between the **COUNTY OF LOS ANGELES** ("Seller"), and Cheryl D. Lew ("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 in the vicinity of Callon 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 Twenty Three Thousand Two Hundred Six and NO/100 Dollars ($23,206.00), payable by Buyer to Seller as follows:

A) Two Thousand Two Hundred Six and NO/100 Dollars ($2,206.00) 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 Twenty One Thousand and NO/100 Dollars ($21,000.00) to be paid in full on March 15, 2007 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 to use portions of the Property for Fire Break Construction as that term is defined herein;

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 Structures: 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) March 16, 2007, 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 Lots 268 and 269 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 and Agreement to Hold Property as One Parcel 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 Lots 268 and 269, to create four lots. Two lots are the south westerly half of Lots 268 and 269 comprising 1953 square feet and the other two lots are to be comprised of the remainder thereof which shall be conveyed to Buyer more particularly described on the attached Exhibit A. Prior to the conveyance to Buyer, Buyer shall comply with the following conditions:

(i) Buyer prepares and within 10 days after 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 reviewing the subdivision of Lots 268 and 269.

(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: Cheryl D. Lew and shall cause the Deed to be recorded in the official records of the Los Angeles County Recorder.

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 13 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: Cheryl D. Lew
20615 Callon 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

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: _____
Cheryl D. Lew

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

SELLER

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

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

APN: 4441-006-902 (PORTION)

THAT PORTION OF LOT 8 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

LOTS 268 AND 269 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, EXCEPT THE NORTHWESTERLY HALF THEREOF, CONSISTING OF 1953 SQUARE FEET.

LOTS 270, 271, 310, 313, 314, AND 315 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

APN: 4441-006-020

THAT PORTION OF LOT 8 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

LOTS 307, 308, 311, AND 312 AS SHOWN ON THE RECORD OF SURVEY MAP ON FILE IN BOOK 44 PAGES 36 AND 37 OF RECORD OF SURVEYS IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER.

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 8 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

LOTS 268 AND 269 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, EXCEPT THE NORTHWESTERLY HALF THEREOF, CONSISTING OF 1953 SQUARE FEET.

LOTS 270, 271, 307, 308, 310 311, 312, 313, 314 AND 315 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):
4441-006-902 (portion) and 4441-006-020 located at 20615 Callon Drive, Topanga

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:

Cheryl D. Lew

SIGNATURES MUST BE NOTARIZED

SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2007 by and between the **COUNTY OF LOS ANGELES** ("Seller"), and Kruchen Living Trust Dated 10/01/93 ("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 in the vicinity of Callon 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 Four Thousand Six Hundred Eighty Eight and NO/100 Dollars ($4,688.00), payable by Buyer to Seller as follows:

A) Four Hundred Sixty Eight and 80/100 Dollars ($468.80) 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 Four Thousand Two Hundred Nineteen and 20/100 Dollars ($4,219.20) to be paid in full on February 15, 2007, 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 to use portions of the Property for Fire Break Construction as that term is defined herein;

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 Structures: 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) February 16, 2007, 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 and Agreement to Hold Property as One Parcel 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: Kruchen Living Trust Dated 10/01/93 and shall cause the Deed to be recorded in the official records of the Los Angeles County Recorder.

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 13 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: Harold Kruchen
Gertrud Kruchen
P.O. Box 103
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

KRUCHEN LIVING TRUST DATED 10/01/93

By: _____
Harold Kruchen Trustee

_____
Gertrud Kruchen Trustee

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

SELLER

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

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

APN: 4441-006-902 (PORTION)

THAT PORTION OF LOT 8 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

LOT 259 AS SHOWN ON THE RECORD OF SURVEY MAP ON FILE IN BOOK 44 PAGES 36 AND 37 OF RECORD OF SURVEYS IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER.

EXHIBIT B
PROPERTY CURRENTLY OWNED BY BUYER

APN: 4441-006-014, 4441-006-019

THAT PORTION OF LOT 8 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

LOTS 252, 253, 254, 255, 256, 257, 272, 273, 274, 275, 276 AND 302 AS SHOWN ON THE RECORD OF SURVEY MAP ON FILE IN BOOK 44 PAGES 36 AND 37 OF RECORD OF SURVEYS IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER.

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 8 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

LOTS 252, 253, 254, 255, 256, 257, 259, 272, 273, 274, 275, 276 AND 302 AS SHOWN ON THE RECORD OF SURVEY MAP ON FILE IN BOOK 44 PAGES 36 AND 37 OF RECORD OF SURVEYS IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER.

This property is located at and is known by the following address and Assessor Parcel Numbers (APN):
4441-006-902 (PORTION) 4441-006-014, 4441-006-019 located at 20609 Callon Drive, Topanga

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:
Harold Kruchen & Gertrud Kruchen, trustees of the Kruchen Living Trust Dated 10/01/93

SIGNATURES MUST BE NOTARIZED

_____
Harold Kruchen Trustee

_____
Gertrud Kruchen Trustee