



County of Los Angeles  
**CHIEF EXECUTIVE OFFICE**

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, California 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA  
Chief Executive Officer

July 10, 2012

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

Dear Supervisors:

**JOINT RESOLUTION BETWEEN THE CITY OF SANTA CLARITA AND  
THE COUNTY OF LOS ANGELES APPROVING AND ACCEPTING THE  
NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUE RESULTING FROM THE  
ANNEXATION OF UNINCORPORATED TERRITORY KNOWN AS NORTH COPPERHILL  
TO THE CITY OF SANTA CLARITA (ANNEXATION 2011-22), AND APPROVAL OF  
TRANSFER OF DAVID MARCH PARK, PACIFIC CREST PARK, AND  
COPPER HILL PARK TO THE CITY OF SANTA CLARITA  
(SUPERVISORIAL DISTRICT 5)  
(5 VOTES)**

**SUBJECT**

Adoption of the Joint Resolution for the annexation of unincorporated territory to the City of Santa Clarita, and approval of the transfer of ownership of David March Park, Pacific Crest Park, and Copper Hill Park sites to the City of Santa Clarita.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Adopt the Joint Resolution between the Board and the City Council of the City of Santa Clarita based on the negotiated exchange of property tax revenue, as a result of the proposed Annexation 2011-22 of approximately 2,473 acres of unincorporated territory known as North Copperhill to the City of Santa Clarita.
2. Find that the transfer of ownership of David March Park, Pacific Crest Park, and Copper Hill Park to the City of Santa Clarita, to preserve lands for park purposes, is exempt from the requirements of the California Environmental Quality Act pursuant to section 15325(f) of the State California Environmental Quality Act Guidelines.

*"To Enrich Lives Through Effective And Caring Service"*

**Please Conserve Paper – This Document and Copies are Two-Sided  
Intra-County Correspondence Sent Electronically Only**

Board of Supervisors  
GLORIA MOLINA  
First District

MARK RIDLEY-THOMAS  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

3. Find that the County-owned real property depicted in the map and legally described in the Quitclaim Deeds, are local in character.
4. Approve and instruct the Chairman to execute the Transfer Agreement between the County and the City.
5. Approve and instruct the Chairman to execute the Quitclaim Deeds, transferring the County's right, title, and interest in David March Park, Pacific Crest Park, and Copper Hill Park to the City of Santa Clarita with applicable conditions.
6. Authorize the Chief Executive Office to execute any other documents necessary to complete the conveyance upon approval as to form by County Counsel.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

The City Council of the City of Santa Clarita (City) has adopted the attached Joint Resolution based on the negotiated exchange of property tax revenue resulting from the proposed annexation of unincorporated territory to the City of Santa Clarita. The territory consists of approximately 2,473 acres of inhabited territory generally located East of San Francisquito Canyon Road, South of the Angeles National Forest boundary, North of the City of Santa Clarita boundary limit, and West of Bouquet Canyon Road.

In order for the Local Agency Formation Commission (LAFCO) for Los Angeles County to proceed with the required hearings on the proposed annexation, the Board, as the governing body of the County, must first adopt the Joint Resolution.

The Board's approval of the Transfer Agreement and Quitclaim Deeds is necessary so that the City can assume ownership and become responsible for the operation and maintenance of David March Park, Pacific Crest Park, and Copper Hill Park (Park Properties), which are local in character, upon annexation of the territory to the City.

#### **Implementation of Strategic Plan Goals**

The recommended actions conveying the park sites support the County's Strategic Plan, Operational Effectiveness (Goal 1), by transferring ownership of local County park land along with the ongoing operational and maintenance responsibilities to the City.

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

The adopted Joint Resolution will transfer annually Nine Hundred Eighty Three Thousand Eight Hundred and Fifty-Eight Dollars (\$983,858) in base property tax revenue from the County General Fund to the City and will allocate a share of the annual property tax increment in each of the affected Tax Rate Areas from the County to the City, as contained in the Joint Resolution.

An adjustment will be made to the County budget in the fiscal year following the year in which the annexation is approved.

In Fiscal Year 2010-11, \$225,662 was expended for operation and maintenance of the three parks. County operation and maintenance of these parks will be discontinued upon conveyance of the Park Properties to the City.

The Joint Resolution also proposes detachment from the County of Los Angeles Road Maintenance District No. 5 (RMD No. 5), withdrawal from the County Public Library (Library) and County Lighting Maintenance District 1687 (CLMD 1687), and exclusion from County Lighting District LLA-1, Unincorporated Zone (CLD-LLA-1, Unincorporated Zone). As such, the property tax shares shall be reduced for the RMD No. 5, Library, and CLMD 1687 in the annexation area, and assessments will no longer be collected by CLD-LLA-1, Unincorporated Zone, and the Library in the annexation area. In Fiscal Year 2010-11, the property tax share was \$96,197 for RMD No. 5, \$364,364 for the Library, and \$163,653 for CLMD 1687. The estimated parcel tax assessment in the annexation area for the Library was \$88,559. The services provided by these districts will become the responsibility of the City upon annexation.

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

Pursuant to Part 3, Title 5 of the California Government Code, commencing with Section 56000, the City of Santa Clarita adopted a resolution and filed an application with LAFCO to initiate proceedings for annexation of the subject territory to the City.

Section 99 of the California Revenue and Taxation Code (R & T Code) requires that prior to the effective date of any jurisdictional change, the governing bodies of all agencies whose service area or service responsibilities will be altered by such change must address the fiscal impacts of the proposed annexation by negotiating a reallocation of property tax revenue between the affected agencies, and approve and accept such reallocation by resolution. The City Council of the City of Santa Clarita has adopted the negotiated Joint Resolution, as required by Section 99 of the R & T Code.

The proposed territory to be annexed to the City of Santa Clarita is currently within the RMD No. 5, Library system, CLMD 1687, and CLD-LLA-1, Unincorporated Zone, an assessment district. Upon annexation of the territory to the City, the territory will be detached from County RMD No. 5, withdrawn from CLMD 1687, excluded from CLD LLA-1, Unincorporated Zone, and withdrawn from the Library. In addition, the territory will be annexed to Santa Clarita Streetlight Maintenance District No. 1.

The City has agreed to accept the transfer of the County's Regional Housing Needs Assessment (RHNA) allocation of 124 units for this proposed annexation area. Government Code Section 65584.07(d) encourages counties and cities to reach a "mutually acceptable agreement" with respect to RHNA transfers for annexations.

Adoption of the Joint Resolution by the Board will allow LAFCO to schedule the required public hearings to consider testimony on the proposed annexation. LAFCO will subsequently take action to approve, approve with changes, or disapprove the proposal for the annexation.

Since the Park Properties are located within the proposed annexation area, the Board's approval of the transfer of title and interest to the City is required so that the City becomes responsible for the operation and maintenance of the park facilities. Section 25550.5 of the California Government Code authorizes the transfer of County parks situated within a city, to the city for the promise of continuing to operate them as parks.

The Transfer Agreement provides that the Quitclaim Deeds conveying the Park Properties to the City will contain the following restrictions: 1) the Park Properties are to be used for open space, public recreation and park purposes only; 2) the Park Properties shall be equally open and available to residents of incorporated and unincorporated territory, and there shall be no discrimination against or preference, gratuity, bonus or other benefits given to residents of an incorporated area not equally accorded residents of unincorporated territory; and 3) in the event that the 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 Park Properties shall revert back to the County of Los Angeles upon providing a thirty (30) day notice to owner in possession 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.

In addition, the County is currently in a Community Recreation Joint Use Agreement (CRJUA) with the Saugus Union School District relating to Pacific Crest Park. Pursuant to the CRJUA, the County's duties and obligations set forth in the CRJUA will transfer to the City upon the transfer of the Park.

County Counsel has reviewed the Joint Resolution, Quitclaim Deeds, and Transfer Agreement, and has approved them as to form.

#### **ENVIRONMENTAL DOCUMENTATION**

The conveyance of the Park Properties is categorically exempt from the provisions of the California Environmental Quality Act (CEQA). The transfer of the Park Properties to the City in order to preserve lands for park purposes is within certain classes of projects that have been determined not to have a significant effect on the environment. Pursuant to the criteria set forth in section 15325(f) of the State CEQA Guidelines, the project involves conveyance of property for park purposes.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Upon the effective date of the annexation, the City will become responsible for providing municipal services to the area within its jurisdiction, including the costs for the maintenance and operation of David March Park, Pacific Crest Park, and Copper Hill Park. The Transfer Agreement indicates that the Park Properties shall be equally open and available to residents of incorporated and unincorporated territory.

**CONCLUSION**

At such time as the recommendation is approved by the Board, please return one approved copy of the letter and five signed originals of the resolution to the Chief Executive Office, Office of Unincorporated Area Services, and one copy of the approved letter and a copy of the Joint Resolution to the Auditor-Controller, Tax Division.

It is requested that the Executive Officer, Board of Supervisors, return two executed originals of the Transfer Agreement and Quitclaim Deed for each of the Park Properties conveyed, two certified copies of the Minute Order, and the adopted Board letter to the Chief Executive Office, Real Estate Division.

Respectfully submitted,



WILLIAM T FUJIOKA  
Chief Executive Officer

WTF:RLR  
DSP:JT:acn

**Attachments**

- c: Executive Office, Board of Supervisors
- County Counsel
- Assessor
- Sheriff
- Auditor-Controller
- Animal Care and Control
- Fire
- Parks and Recreation
- Public Library
- Public Works
- Regional Planning

**JOINT RESOLUTION OF THE BOARD OF SUPERVISORS  
OF THE COUNTY OF LOS ANGELES AND THE CITY COUNCIL OF THE  
CITY OF SANTA CLARITA, APPROVING AND ACCEPTING THE NEGOTIATED  
EXCHANGE OF PROPERTY TAX REVENUE RESULTING FROM THE ANNEXATION OF  
TERRITORY KNOWN AS ANNEXATION 2011-22 (NORTH COPPERHILL) TO THE CITY OF  
SANTA CLARITA, WITHDRAWAL FROM COUNTY LIGHTING MAINTENANCE  
DISTRICT 1687, EXCLUSION FROM COUNTY LIGHTING DISTRICT LLA-1,  
UNINCORPORATED ZONE, DETACHMENT FROM COUNTY ROAD DISTRICT NO. 5,  
WITHDRAWAL FROM THE COUNTY PUBLIC LIBRARY SYSTEM, AND ANNEXATION TO  
SANTA CLARITA STREETLIGHT MAINTENANCE DISTRICT NO. 1**

**WHEREAS**, the City of Santa Clarita initiated proceedings with the Local Agency Formation Commission for Los Angeles County (LAFCO) for the annexation of territory identified as Annexation 2011-22 to the City of Santa Clarita; and

**WHEREAS**, pursuant to Section 99 of the California Revenue and Taxation Code, for specified jurisdictional changes, the governing bodies of affected agencies shall negotiate and determine the amount of property tax revenue to be exchanged between the affected agencies; and

**WHEREAS**, the area proposed for annexation is identified as Annexation 2011-22 and consists of approximately 2,473 acres of unincorporated territory known as "North Copperhill" generally located east of San Francisquito Canyon Road, south of the Angeles National Forest boundary, north of the City of Santa Clarita boundary limit, and west of Bouquet Canyon Road; and

**WHEREAS**, the area is located within the boundaries of County Lighting Maintenance District 1687; and

**WHEREAS**, the City of Santa Clarita hereby agrees to the withdrawal of the proposed annexation territory from County Lighting Maintenance District 1687 and annexation to Santa Clarita Streetlight Maintenance District No. 1; and

**WHEREAS**, upon annexation of the proposed area to the City of Santa Clarita, the territory shall be withdrawn from County Lighting Maintenance District 1687 and annexed to Santa Clarita Streetlight Maintenance District No. 1; and

**WHEREAS**, the annexation area is also located within County Lighting District LLA-1, Unincorporated Zone; and

**WHEREAS**, pursuant to Section 22613 of the California Streets and Highways Code, whenever any territory of an assessment district is included within a city by annexation or incorporation, that territory is thereby excluded from the assessment district; and

**WHEREAS**, upon annexation of the proposed area to the City of Santa Clarita, the territory will be automatically excluded from County Lighting District LLA-1, Unincorporated Zone; and

**WHEREAS**, effective July 1, 2011, the City of Santa Clarita has withdrawn from the County Public Library system, and, therefore, all unincorporated territory annexed to the City of Santa Clarita after that date will also be withdrawn from the County Public Library system.

**WHEREAS**, the Board of Supervisors of the County of Los Angeles, as governing body of the County and the County of Los Angeles Road District No. 5, County Lighting Maintenance District 1687, County Lighting District LLA-1, Unincorporated Zone, and the County Public Library, and the City Council of the City of Santa Clarita, have determined the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation of the unincorporated territory identified as Annexation 2011-22, detachment from County Road District No. 5, withdrawal from County Lighting Maintenance District 1687, annexation to Santa Clarita Streetlight Maintenance District No. 1, exclusion from County Lighting District LLA-1, Unincorporated Zone, and withdrawal from the County Public Library system, is as set forth below:

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. The City of Santa Clarita agrees that it will bear the full responsibility for the street lighting and lighting maintenance services in the proposed annexation area upon the withdrawal of the annexation territory from County Lighting Maintenance District 1687 and exclusion of the territory from County Lighting District LLA-1, Unincorporated Zone.

2. The negotiated exchange of property tax revenue between the County of Los Angeles and the City of Santa Clarita, resulting from Annexation 2011-22 is approved and accepted.

3. For the fiscal year commencing in the year after the filing of the statement of boundary change for Annexation 2011-22 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, property tax revenue received by County Road District No. 5, attributable to Annexation 2011-22, shall be transferred to the County of Los Angeles, and the County Road District No. 5 share in the annexation area shall be reduced to zero.

4. For the fiscal year commencing in the year after the filing of the statement of boundary change for Annexation 2011-22 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, the tax-sharing ratio received by County Lighting Maintenance District 1687 attributable to Annexation 2011-22 in the annexation area shall be reduced to zero.

5. For the fiscal year commencing in the year after the filing of the statement of boundary change for Annexation 2011-22 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, property tax revenue received by the County Public Library, attributable to Annexation 2011-22, shall be transferred to the City-Santa Clarita Library Fund, and the County Public Library's share in the annexation area shall be reduced to zero.

6. For the fiscal year commencing in the year after the filing of the statement of boundary change for Annexation 2011-22 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter,

Nine Hundred Eighty-Three Thousand, Eight Hundred and Fifty-Eight Dollars (\$983,858) in base property tax revenue shall be transferred from the County of Los Angeles to the City of Santa Clarita.

7. For the fiscal year commencing after the filing of the statement of boundary change for Annexation 2011-22 with the Board of Equalization pursuant to Government Code sections 54902 and 57204, and every fiscal year thereafter, the following ratios of annual property tax increment attributable to each respective Tax Rate Area in the Annexation 2011-22 territory shall be transferred from the County of Los Angeles to the City of Santa Clarita as shown below and the County's share shall be reduced accordingly:

Tax Rate Area	Annual Tax Increment Ratio Transfer to the City	Tax Rate Area	Annual Tax Increment Ratio Transfer to the City	Tax Rate Area	Annual Tax Increment Ratio Transfer to the City
00907	0.062004544	11428	0.073894391	14018	0.059171600
01272	0.066747253	11668	0.061411375	14021	0.058955686
01273	0.081177495	11682	0.074174449	14022	0.059171600
01274	0.072261363	11683	0.073835058	14023	0.070175930
01290	0.062826567	11704	0.073835058	14025	0.059171600
01291	0.074690856	12310	0.062792404	14026	0.070175930
01301	0.074745781	12613	0.077186397	14027	0.070175930
01302	0.073894391	12820	0.060266498	14028	0.059171600
01303	0.075233102	12876	0.057343010	14029	0.070175930
01689	0.059171601	12877	0.058771630	14036	0.059171601
01731	0.059171600	13089	0.062792404	14037	0.070175930
01753	0.070175931	13142	0.076985078	14041	0.063197857
02242	0.075276929	13153	0.075071120	14047	0.059171600
03693	0.059061092	13203	0.077277330	14051	0.059171600
06477	0.057343010	13600	0.063197857	14053	0.059171600
06832	0.060401482	13613	0.059061091	14054	0.059171600
07245	0.062452109	13658	0.059061091	14262	0.070175930
08700	0.060401482	13692	0.058659063	14287	0.070054575
08702	0.060944760	13894	0.066747252	14559	0.063891431
08707	0.066870503	13995	0.077277330	14611	0.077277330
08742	0.077277331	14005	0.077277330	14914	0.059171600
08760	0.073530032	14007	0.059171600	14915	0.070175930
08780	0.078668584	14009	0.077277330	14916	0.070175930
08898	0.062830536	14010	0.070175930	14917	0.070054575
10578	0.075233101	14013	0.077277330	14927	0.077277330
10579	0.061263312	14014	0.070175930	15017	0.059171601
10798	0.059825795	14015	0.059171600	15108	0.077277331
10804	0.075026354	14016	0.070175930	15109	0.077277330
10805	0.073978160	14017	0.070175930	15163	0.081177495
11129	0.074745781				

/





## NORTH COPPERHILL PARK PROPERTIES TRANSFER AGREEMENT

This Santa Clarita Park Properties Transfer Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2012, by and between the City of Santa Clarita, a municipal corporation ("City"), and the County of Los Angeles ("County") a body politic and corporate, pursuant to Government Code Section 25550.5, regarding the conveyance of real properties. This Agreement is made with reference to the following facts:

A. County is the owner of three individual park properties known as David March Park, Pacific Crest Park, and Copper Hill Park (the "Park Properties"), as shown on three Quitclaim Deeds relating to said properties, attached hereto and incorporated herein by this reference as Exhibit A, Exhibit B, and Exhibit C (the "Quitclaim Deeds"). The real properties being conveyed shall be referred to collectively herein as the "Park Properties."

B. City agrees to accept the Park Properties for the purpose of incorporating them into the City's park system.

NOW, THEREFORE, in consideration of the promises, conditions, and mutual covenants set forth herein, the parties hereto do agree as follows:

1. **Transfer of Park Properties.** County agrees to effectuate the transfer of the Park Properties by executing the Quitclaim Deeds. City hereby warrants to County that said Quitclaim Deeds are sufficient to release County's interest in the Park Properties.

2. **Use.** The City agrees at its cost to develop, operate and maintain the Park Properties solely for public park and recreational purposes.

3. **Consideration.** Both City and County mutually agree that the consideration provided for the conveyance of the Park Properties shall be the City's agreement to develop, operate, and maintain the Park Properties for public park and recreational purposes for the benefit of the residents of incorporated and unincorporated Los Angeles County and the City.

4. **Condition of Title to Park Properties.** Except as otherwise expressly provided in this Agreement, the City is acquiring the Park Properties "AS IS" and "WITH ALL FAULTS" in their present state and conditions as of the Closing. Except for the express representations and warranties set forth herein, each party agrees that the other has not made, does not make, and specifically negates and disclaims any representations or warranties of any kind or character whatsoever, whether expressed or implied, oral or written, past, present or future, of, as to, concerning or with respect to the property being conveyed by it hereunder (including, without limitation, any warranty of merchantability, habitability, or fitness for a particular purpose).

5. **Warranties of County.** County warrants that:

A. County has no actual present knowledge of any pending litigation involving the Park Properties.

B. County has no actual present knowledge of any violation of, or notices concerning defects or noncompliance with, any applicable building code or other code, statute, regulation, ordinance, judicial order, or judicial holding pertaining to the Park Properties.

6. **Closing Date and Recordation.** The closing date ("Closing Date") shall occur in conjunction with the City completing its official annexation of the Park Properties into the City's borders (the "North Copperhill Annexation"), anticipated to occur in October 2012.

The parties agree that the County will arrange for recording of the documents necessary to complete the conveyance contemplated hereby. The City agrees to timely provide the County its certificate(s) or resolution(s) of acceptance, pursuant to Government Code Section 27281, prior to the recording of the documents in a form substantially similar to that shown in Exhibit D, attached hereto and incorporated herein by this reference.

7. **Indemnification.** The City 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 (collectively, "County Indemnified Parties"), from and against any and all liability, expense (including without limitation defense costs and legal fees), and claims for damages of any nature whatsoever, related to site conditions of the Park Properties that accrue, or incidents that occur, after the Closing Date.

8. **Default Regarding Use of County Lobbyists.** State and each County Lobbyist or County Lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by State shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code 2.160. Failure on the part of State or any County Lobbyist or County Lobbying firm retained by State to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

9. **Notices.** Any written notices required by this Agreement shall be made by personal delivery, registered or certified mail, postage prepaid, to the address indicated below:

City: Darren Hernandez  
Deputy City Manager  
City of Santa Clarita  
23920 Valencia Boulevard, Suite 300  
Santa Clarita, CA 91355

County: Chief Executive Office  
Real Estate Division  
222 South Hill Street, 3rd Floor  
Los Angeles, CA 90012  
ATTENTION: Christopher M. Montana  
Director of Real Estate Division

with a copy to: Department of Parks and Recreation  
510 South Vermont Avenue  
Los Angeles, CA 90020  
ATTENTION: James Barber, Planning Division

10. **Counterpart.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but of which, together, shall constitute one and the same instrument.

11. **Authorization, Approvals, Binding Nature.** This Agreement has no force and effect and is not binding on the City until and unless it is authorized by the City Council, and is not binding on the County until and unless authorized by the Board of Supervisors at a duly noticed public meeting.

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

13. **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.

14. **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.

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

16. **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.

17. **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.

18. **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.

19. **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.

20. **Required Actions of the Parties.** County and City 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.

21. **Survival of Covenants.** The covenants, agreements, representations and warranties made herein are intended to survive the consummation of the transfer of the Park Properties and recordation of the Quitclaim Deeds.

22. **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.

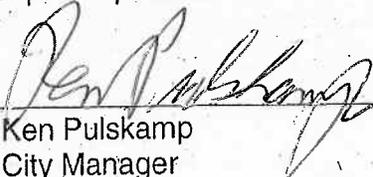
23. **Final Agreement.** This Agreement and the exhibits attached hereto, contains the entire agreement of the parties with respect to the transaction contemplated hereby and supersedes any prior agreement, oral or written, between City and County, about the subject matter hereof. No contemporaneous or subsequent agreement, amendment, representation or promise made by either party hereto, or by or to any employee, officer, agent, or representative of either party, shall be of any effect unless it is in writing and executed by the parties hereto.

(SIGNATURE PAGE FOLLOWS)

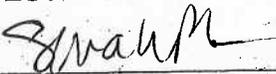
IN WITNESS WHEREOF, the parties hereto, have caused this Agreement to be executed and attested by their duly authorized officials, as of the day and year first above written.

**CITY OF SANTA CLARITA**

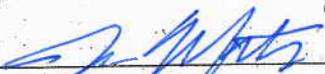
A municipal corporation

BY:   
Ken Pulskamp  
City Manager

ATTEST:

BY:   
Sarah P. Gorman, Esq.  
City Clerk

APPROVED AS TO FORM:

BY:   
Joseph M. Montes  
City Attorney

**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:

JOHN F. KRATTLI  
County Counsel

By:  for BS  
Deputy

**EXHIBIT A**  
**DAVID MARCH PARK QUITCLAIM DEED – COUNTY OF LOS ANGELES TO**  
**CITY OF SANTA CLARITA**

RECORDING REQUESTED BY  
County of Los Angeles  
AND MAIL TO  
City of Santa Clarita  
23920 Valencia Boulevard  
Santa Clarita, CA 91355  
Attention: Ken Pulskamp

Space above this line for Recorder's use

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE GOVERNMENT CODE

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE REVENUE AND TAXATION CODE

TAX PARCELS: 2812-009-900

# QUITCLAIM DEED

The **COUNTY OF LOS ANGELES, a body corporate and politic ("County")**, on a gratis basis, and in exchange for Grantee's agreement to comply with the provisions outlined in section b, c, d and e below, does hereby surrender, quitclaim and release to:

**CITY OF SANTA CLARITA, a municipal corporation ("Grantee")**,

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 City of Santa Clarita, County of Los Angeles, State of California, and is further described in Exhibit A, which is incorporated herein by reference as though set forth in full. The location of the Property is identified in the maps attached hereto as Exhibit B, which is incorporated by reference as though set forth in full.

SUBJECT TO AND GRANTEE 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 condition that the Property is to be used for open space, public recreation and park purposes only;
- d. The condition that the Property shall be equally open and available to residents of incorporated and unincorporated territory, and there shall be no discrimination against or preference, gratuity, bonus or other benefits given to residents of incorporated area not equally accorded residents of unincorporated territory;
- e. The condition that in the event that County of Los Angeles determines that the owner in possession is not complying with these restrictions, then all right, title, and interest in and to the Property shall revert back to the County of Los Angeles upon providing a thirty (30) day notice to owner in possession 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.

Dated \_\_\_\_\_

COUNTY OF LOS ANGELES

COLA LOG NO. \_\_\_\_\_

By \_\_\_\_\_

Zev Yaroslavsky  
Chairman, Board of Supervisors



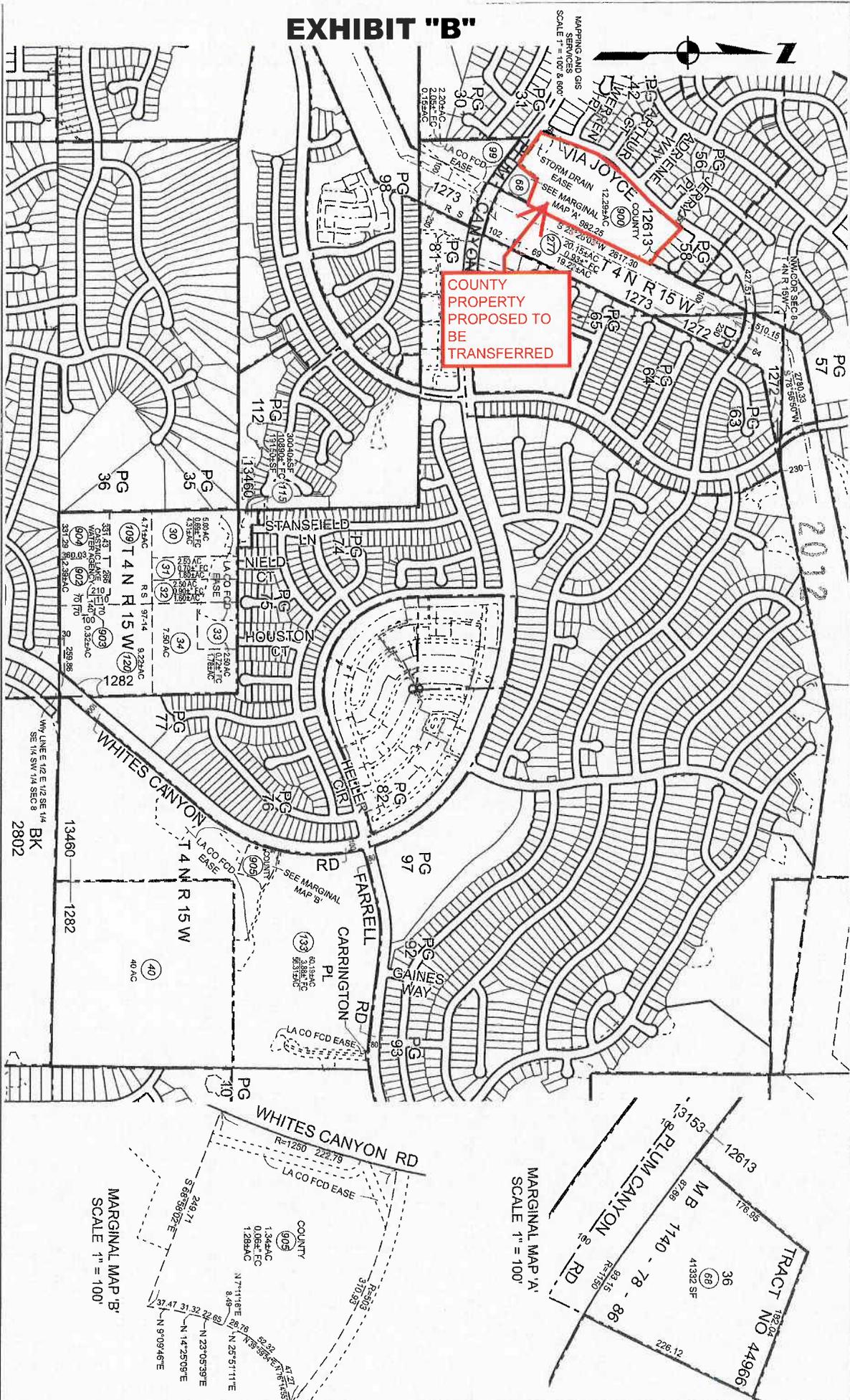
EXHIBIT A  
LEGAL DESCRIPTION

That portion of the Northeast Quarter of Section 7, Township 4 North, Range 15 West, San Bernardino Meridian, according to the Official Plats thereof, in the Unincorporated Territory of the County of Los Angeles, State of California described as follows:

Commencing at the intersection of the centerline of proposed Plum Canyon Road per CSB-3004 with the northwesterly line of the 330-foot wide Los Angeles Department of Water and Power Right of Way, as shown on map filed in Book 93, Page 73, of Records of Survey, records of said County; thence northwesterly, along said proposed centerline of Plum Canyon Road North  $49^{\circ} 12' 30''$  West 449.97 feet; thence leaving said centerline North  $40^{\circ} 47' 30''$  East 50.00 feet to the true point of beginning, said point being the beginning of a non-tangent curve concave southwesterly having a radius of 2050.00 feet and being concentric with that curve shown as having a radius of 2000.00 feet on said map of record of survey, to which last said course is radial; thence northwesterly along said curve through a central angle of  $2^{\circ} 27' 10''$  an arc length of 87.76 feet to the beginning of a reverse curve concave easterly having a radius of 13.00 feet; thence northerly along said curve through a central angle of  $86^{\circ} 57' 12''$  as arc length of 19.73 feet to the beginning of a tangent reverse curve concave northwesterly having a radius of 530.00 feet; thence northeasterly along said curve through a central angle of  $16^{\circ} 56' 03''$  an arc length of 156.64 feet; thence tangent to said curve North  $18^{\circ} 21' 29''$  East 211.02 feet to the beginning of a tangent curve concave southeasterly having a radius of 470.00 feet; thence northeasterly along said curve through a central angle of  $26^{\circ} 26' 35''$  an arc length of 216.91 feet; thence tangent to said curve North  $44^{\circ} 48' 04''$  East 381.57 feet to the beginning of a tangent curve, concave northwesterly having a radius of 1030.00 feet; thence northeasterly along said curve through a central angle  $13^{\circ} 30' 37''$  an arc length of 242.88 feet; thence tangent to said curve North  $31^{\circ} 17' 27''$  East 18.83 feet; thence South  $54^{\circ} 47' 34''$  East 56.13 feet; thence South  $44^{\circ} 06' 32''$  East 191.12 feet; thence South  $50^{\circ} 37' 28''$  East 101.73 feet to a point in the said northwesterly line of the 330 foot wide Los Angeles Department of Water and Power Right of Way; thence southwesterly along said right-of-way South  $25^{\circ} 25' 03''$  West 982.25 feet to a point distant thereon North  $25^{\circ} 25' 03''$  West 982.25 feet to a point distant thereon North  $25^{\circ} 25' 03''$  East 315.00 feet from the commencement point; thence leaving said Northwesterly line North  $69^{\circ} 18' 57''$  West 182.04 West 182.04 feet; thence South  $39^{\circ} 58' 42''$  West 191.16 feet to a point in a line 50.00 feet northeasterly of, and parallel with, the above-mentioned centerline of proposed Plum Canyon Road; thence along said parallel line North  $49^{\circ} 12' 30''$  West 198.23 feet to the true point of beginning.

# EXHIBIT "B"

2812	9	P. A. 3232-26 827 2849-4	TRA 1282 1272 12613 1273 13153	REVISID 2007061102-B1 2009021902020001-81	20110802-22	SEARCH NO	OFFICE OF THE ASSESSOR COUNTY OF LOS ANGELES COPYRIGHT © 2002
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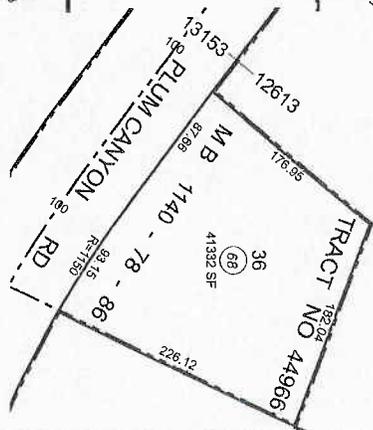


COUNTY  
PROPERTY  
PROPOSED TO  
BE  
TRANSFERRED

MARGINAL MAP 'A'  
SCALE 1" = 100'

MARGINAL MAP 'B'  
SCALE 1" = 100'

2012



WHITES CANYON RD  
LA CO FCD EASE  
SEE MARGINAL MAP 'B'  
2802

BK  
13460

1282

PG

40 AC

LA CO FCD EASE

LA CO FCD EASE

LA CO FCD EASE

**EXHIBIT B**  
**PACIFIC CREST PARK QUITCLAIM DEED – COUNTY OF LOS ANGELES TO**  
**CITY OF SANTA CLARITA**

RECORDING REQUESTED BY  
County of Los Angeles  
AND MAIL TO  
City of Santa Clarita  
23920 Valencia Boulevard  
Santa Clarita, CA 91355  
Attention: Ken Pulskamp

Space above this line for Recorder's use

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE GOVERNMENT CODE

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE REVENUE AND TAXATION CODE

TAX PARCELS: 3244-127-901, 3244-127-902, AND 903

# QUITCLAIM DEED

The **COUNTY OF LOS ANGELES, a body corporate and politic ("County")**, on a gratis basis, and in exchange for Grantee's agreement to comply with the provisions outlined in section b, c, d and e below, does hereby surrender, quitclaim and release to:

**CITY OF SANTA CLARITA, a municipal corporation ("Grantee")**,

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, which includes an undivided  $\frac{1}{2}$  interest as a tenant-in-common in APN: 3244-127-902, is located in the City of Santa Clarita, County of Los Angeles, State of California and is further described in Exhibit A which is incorporated herein by reference as though set forth in full. The location of the Property is identified in the maps attached hereto as Exhibit B, which is incorporated by reference as though set forth in full.

SUBJECT TO AND GRANTEE 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 condition that the Property is to be used for open space, public recreation and park purposes only;
- d. The condition that the Property shall be equally open and available to residents of incorporated and unincorporated territory, and there shall be no discrimination against or preference, gratuity, bonus or other benefits given to residents of incorporated area not equally accorded residents of unincorporated territory;
- e. The condition that in the event that County of Los Angeles determines that the owner in possession is not complying with these restrictions, then all right, title, and interest in and to the Property shall revert back to the County of Los Angeles upon providing a thirty (30) day notice to owner in possession 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.

Dated \_\_\_\_\_

COUNTY OF LOS ANGELES

COLA LOG NO. \_\_\_\_\_

By \_\_\_\_\_

Zev Yaroslavsky  
Chairman, Board of Supervisors



EXHIBIT A  
LEGAL DESCRIPTION

Parcel 1

Lot 23 of Tract No. 46908-09 in the County of Los Angeles, State of California, as per map recorded in Book 1246 Page 47 inclusive of maps, in the Office of the County Recorder of said County.

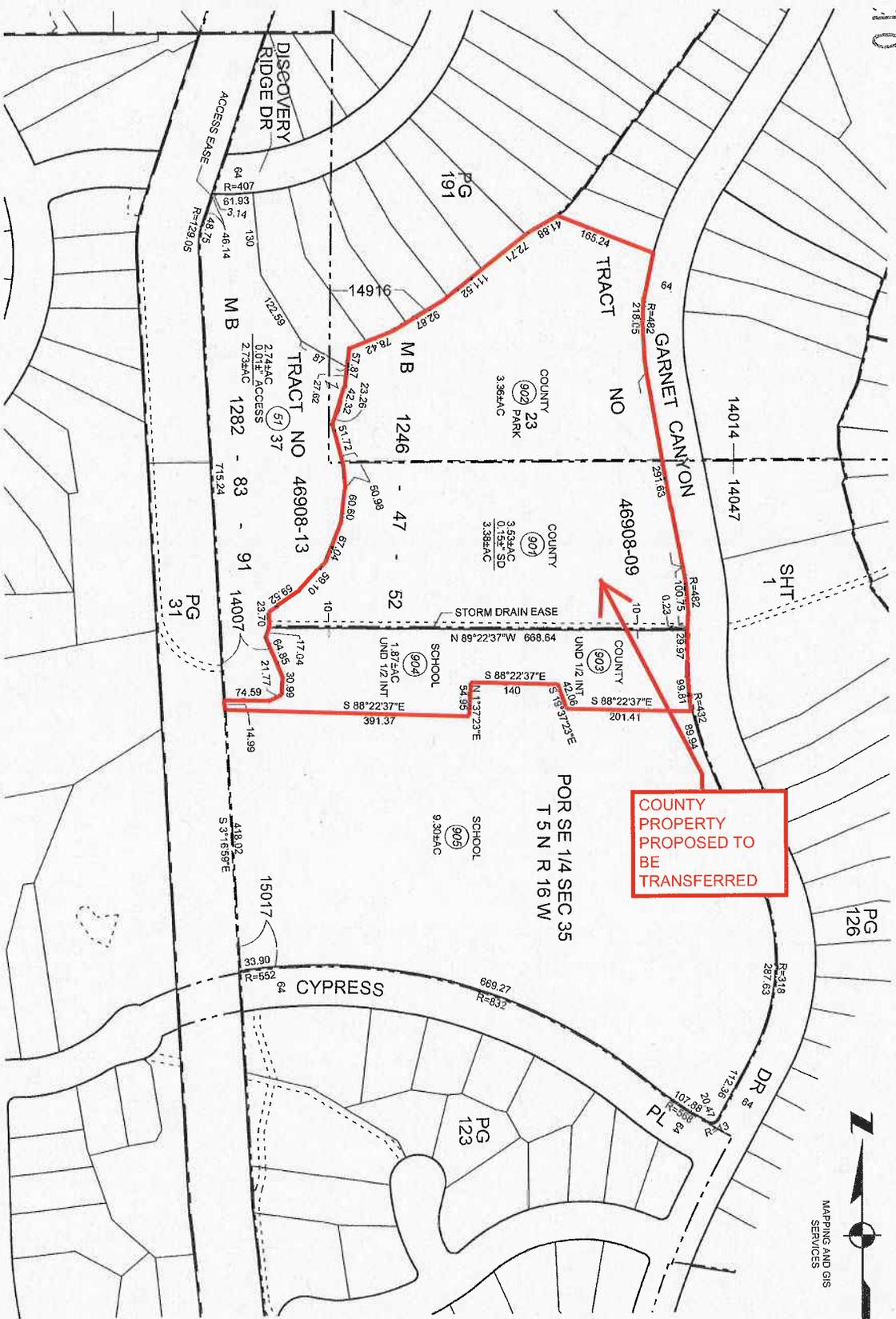
Parcel 2

That portion of the Southeast Quarter of Section 15, Township 5 North, Range 16 West, San Bernardino Meridian, in the Unincorporated Territory of the County of Los Angeles, State of California, according to the Official Plat thereof described as follows:

Commencing at the northerly terminus of that course in the easterly line of that 100.00 foot width right-of-way of the City of Los Angeles per deed recorded January 29, 1986, as Instrument No. 86-109780, of Official Records, records of said County shown on Map of Tract No. 45137 filed in Book 1094 Pages 9 through 69, inclusive, of maps, records of said County, having a bearing and distance of North 03 degrees 23 minutes 12 seconds West 1519.17 feet and for the purpose of this description shall bear North 03 degrees 16 minutes 59 seconds West; thence along said easterly line South 03 degrees 16 minutes 59 seconds East 730.23 feet to the true point of beginning; Thence South 88 degrees 22 minutes 37 seconds East 391.37 feet; thence North 01 degrees 37 minutes 23 seconds East 54.95 feet; thence South 88 degrees 22 minutes 37 seconds East 140.00 feet; thence South 19 degrees 37 minutes 23 seconds East 42.06 feet; thence South 88 degrees 22 minutes 37 seconds East 201.41 feet to a point on a curve concave easterly having a radius of 432.00 feet, a radial line through said point bears North 78 degrees 43 minutes 53 seconds East; thence Northerly along said curve through a central angle of 13 degrees 14 minutes 15 seconds an arc distance of 99.81 feet; thence tangent to said curve North 01 degrees 58 minutes 08 seconds East 29.97 feet; thence North 89 degrees 22 minutes 37 seconds West 668.64 feet; thence South 17 degrees 39 minutes 25 seconds West 17.04 feet, thence South 23 degrees 34 minutes 26 seconds East 64.85 feet; thence South 00 degrees 37 minutes 23 seconds West 30.99 feet; thence South 62 degrees 00 minutes 38 seconds West 21.77 feet; thence North 89 degrees 22 minutes 37 seconds West 74.59 feet to a point in said easterly Line; thence along said easterly line South 03 degrees 16 minutes 59 seconds East 14.99 feet to the true point of beginning.

# EXHIBIT "B"

2010



**EXHIBIT C**  
**COPPER HILL PARK QUITCLAIM DEED – COUNTY OF LOS ANGELES TO**  
**CITY OF SANTA CLARITA**

RECORDING REQUESTED BY  
County of Los Angeles  
AND MAIL TO  
City of Santa Clarita  
23920 Valencia Boulevard  
Santa Clarita, CA 91355  
Attention: Ken Pulskamp

\_\_\_\_\_  
Space above this line for Recorder's use \_\_\_\_\_

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE GOVERNMENT CODE

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE REVENUE AND TAXATION CODE

TAX PARCELS: 3244-151-900

# QUITCLAIM DEED

The **COUNTY OF LOS ANGELES, a body corporate and politic ("County")**, on a gratis basis, and in exchange for Grantee's agreement to comply with the provisions outlined in section b, c, d and e below, does hereby surrender, quitclaim and release to:

**CITY OF SANTA CLARITA, a municipal corporation ("Grantee")**,

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 City of Santa Clarita, County of Los Angeles, State of California and is further described in Exhibit A which is incorporated herein by reference as though set forth in full. The location of the Property is identified in the maps attached hereto as Exhibit B, which is incorporated by reference as though set forth in full.

SUBJECT TO AND GRANTEE 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 condition that the Property is to be used for open space, public recreation and park purposes only;
- d. The condition that the Property shall be equally open and available to residents of incorporated and unincorporated territory, and there shall be no discrimination against or preference, gratuity, bonus, or other benefits given to residents of incorporated area not equally accorded residents of unincorporated territory;
- e. The condition that in the event that County of Los Angeles determines that the owner in possession is not complying with these restrictions, then all right, title, and interest in and to the Property shall revert back to the County of Los Angeles upon providing a thirty (30) day notice to owner in possession 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.

Dated \_\_\_\_\_

COUNTY OF LOS ANGELES

COLA LOG NO. \_\_\_\_\_

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 \_\_\_\_\_, 2012, the facsimile signature of \_\_\_\_\_, Chairman, Board of Supervisors, Los Angeles County was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

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

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

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

**APPROVED AS TO FORM:**

JOHN F. KRATTLI  
County Counsel

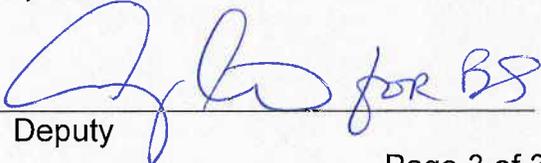
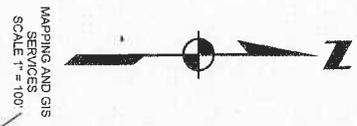
By:  for BS  
Deputy

EXHIBIT A  
LEGAL DESCRIPTION

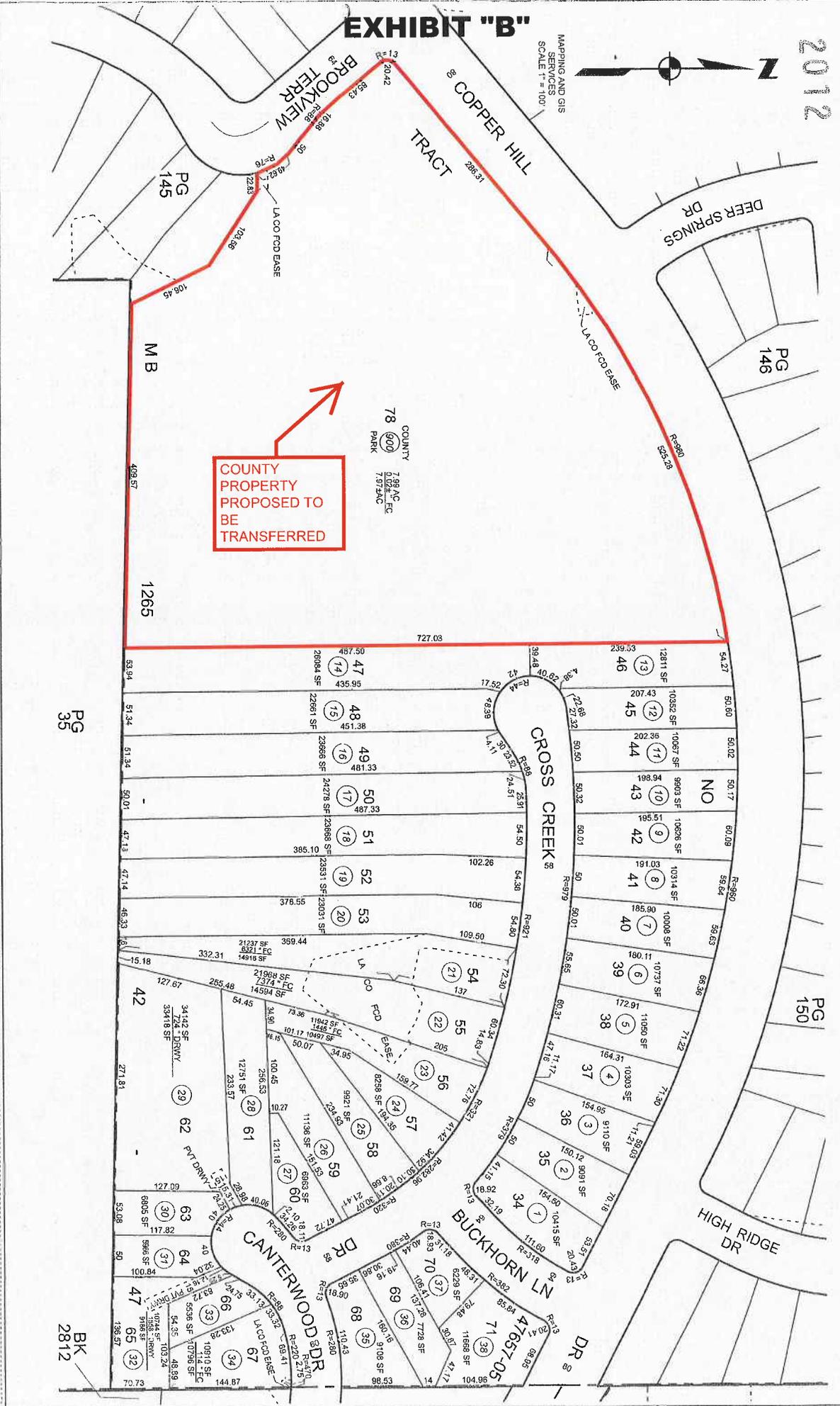
Lot 78 of Tract No. 47657-05 in the County of Los Angeles, State of California, as per map recorded in Book 1265 Pages 42-47 inclusive of maps, in the Office of the County Recorder of said County.

2012



MAPPING AND GIS SERVICES SCALE 1" = 100'

**EXHIBIT "B"**



**EXHIBIT D**

**CITY OF SANTA CLARITA CERTIFICATE OF ACCEPTANCE**

This is to certify that the attached interest in real property conveyed by the Quitclaim Deeds dated \_\_\_\_\_ 2012, by the COUNTY OF LOS ANGELES, a body corporate and politic, to the CITY OF SANTA CLARITA, a municipal corporation and/or government agency, is hereby accepted by the undersigned officer or agent on behalf of the City Council of the City of Santa Clarita pursuant to authority conferred by Resolution No. 88-119, of the City Council of the City of Santa Clarita adopted on August 25, 1988, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_

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

Approved as to Form:

By: \_\_\_\_\_  
City Attorney

Dated: \_\_\_\_\_