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

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

July 17, 2012

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 COUNTY SURPLUS REAL PROPERTY
TOPANGA AREA, UNINCORPORATED LOS ANGELES COUNTY
(THIRD DISTRICT) (3-VOTES)

SUBJECT

The purpose of the recommended action is to approve the direct sale of surplus County property to an adjoining property owner in the Topanga area as authorized under Section 25526.7 of the California Government Code.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the County-owned real property, as shown on the map and legally described in the Quitclaim Deed, is considered surplus and no longer necessary for County or other public purposes and that the property's estimated sales price does not exceed $100,000.

2. Find that the proposed conveyance of surplus property is categorically exempt from the provisions of CEQA pursuant to Section 15312 of the State CEQA Guidelines (Surplus Government Property Sales).

3. Approve the sale of the County's right, title, and interest in the property located on Cheney Drive, Topanga to adjoining landowner Clinton Robinson Rockwell and Kelly Allyson Rockwell for $4,688, and instruct the Chairman to execute the Quitclaim Deed and Sale and Purchase Agreement.

4. 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.

The subject parcel is part of 165 scattered acres that the County owns in the Topanga and Malibu area. Of this acreage, about 110 acres have been sold to the Mountains Recreation and Conservation Authority, in accordance with the Public Resources Code, and the remaining parcels, including the parcel that is the subject of this proposed Board action, will be sold to a private party on a direct basis in accordance with State law.

The individual parcel proposed to be sold totals 3,125 square feet and was acquired by the County in the 1950's as a result of property tax defaults. The proposed sale parcel has never been contemplated for use or development by the County. In this instance, the prospective buyers who own the adjoining real property will be acquiring the real property subject to a restriction precluding development of habitable structures on the parcel being acquired. The quitclaim deed will also contain a requirement that the parcel be held as one lot with the buyer's adjoining property.

The sale of the subject property will eliminate County exposure to liability related to ownership of the property, ongoing maintenance costs, and provide the County with funds that can be better allocated for the rehabilitation, purchase, or construction of other County facilities.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan Goal of Operational Effectiveness (Goal 1) directs that we maximize the effectiveness of process, structure, and operations by facilitating the sale of surplus property that is responsive to the surrounding community, and Fiscal Sustainability (Goal 2) directs that we strengthen and enhance the County services through prudent fiscal policies, in which, the capital funds to be generated will 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, the Chief Executive Office (CEO), Real Estate staff appraiser has determined that the sale amount for this unimproved property represents current fair market value, and that the value has been appropriately discounted to reflect the limitations on development that will be imposed by the County through the use of deed restrictions.

The sales price for the parcel totals $4,688, averaging approximately $1.50 per square foot. The proceeds from this sale will be deposited into the County's Asset Development Implementation Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The sale of this property directly to a private party 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.

In accordance with the Board's policy, the quitclaim 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 homeowner will be required to combine the County lot being acquired with their existing lots.

As required by Government Code Section 65402, the proposed sale was submitted to the Department of Regional Planning, which has jurisdiction for determining conformance with the adopted general plan. No objection to this sale 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 agreement and deed related to the respective conveyance, 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 Topanga properties were located in an area of critical environmental sensitivity as identified in CEQA Section 15206(b)(4), an environmental finding was made.

On February 13, 2007, the Board considered the initial study of environmental factors prepared by the CEO for all surplus property sales in the Topanga area. At that time, a recommendation was adopted and a finding was made that the project, of which the subject sale is part, will not have a significant effect on the environment; that the Negative Declaration prepared for the project reflected the independent judgment of the County; and that the project would not have any adverse effect on wildlife resources. In accordance with these findings, the CEO completed and filed a Department of Fish and Game No Effect Determination Form for the project and no further environmental findings are required.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The sale of this property will not impact any current services in the area.

CONCLUSION

It is requested that the Executive Officer, Board of Supervisors, return an executed Sale and Purchase Agreement and Quitclaim Deed for the property sold and the adopted, stamped Board letter to the CEO, Real Estate Division at 222 South Hill Street, 3rd Floor, Los Angeles, CA 90012 for further processing.

Respectfully submitted,

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:RLR
CMM:RH:kb

Attachments

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller

BL-Direct Sale Surplus Topanga Area

ATTACHMENT 1
LEGAL DESCRIPTIONS AND MAP

Legal Description Sale to Rockwell

APN: 4441-005-903

That portion of Lot 8 of Tract No. 3729 as per map recorded in Book 41, pages 17 to 20 of Maps, recorded with the Registrar-Recorder of Los Angeles County described as follows:

Lots 118 and 119 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.

SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2012 by and between the **COUNTY OF LOS ANGELES** ("Seller"), and Clinton Robinson Rockwell and Kelly Allyson Rockwell ("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 adjoining 20726 Cheney Drive, in the Topanga area of unincorporated County of Los Angeles, State of California and legally described in **Exhibit A**, attached hereto and incorporated herein by reference ("Property"). Seller desires to sell the Property, and convey it to Buyer, and Buyer desires to purchase the Property and accept it from Seller, for the consideration and on the terms and conditions hereinafter set forth.

2. Purchase Price. The purchase price ("Purchase Price") for the Property is four thousand six hundred eighty eight and NO/100 Dollars ($4,688.00), payable by Buyer to Seller as follows:

A. Four hundred seventy and NO/100 Dollars ($470.00), 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 four thousand two hundred eighteen and NO/100 Dollars ($4,218.00) to be paid in full thirty (30) days 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, if any; and

C. The following restrictions:

i. At no time and under no circumstances shall Habitable Structures, as that term is defined hereinafter, 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 hereinafter;

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 except those chemicals typically used for care and maintenance of a home garden or landscape features;

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) of the defined terms (Defined Terms) 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 ("Buyer's Property"), will be held as one parcel by the Buyer and no portion of the Property or the Buyer's Property will be sold, conveyed, assigned, granted, or bequeathed separately. Except for this subsection 4. C. vi, Buyer's Property shall not be subject to any of the use restrictions contained in this Agreement; In satisfaction of this, Buyer agrees to execute the Covenant and Agreement to Hold Property as One Parcel, attached hereto as **Exhibit C** and incorporated herein by reference.

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 Seller determines that these restrictions are not being complied with ("Default Condition"), written notice shall be given to the record owner of the Property and the owner shall have thirty (30) days from the date of the notice

to cure the Default Condition, provided that if the nature of the Default Condition is such that it cannot reasonably be cured within the thirty (30) day period described above, and such cure is commenced within such thirty (30) day period and thereafter diligently prosecuted to completion, additional time to cure, as determined by the County, will be allowed. If the Default Condition is not so cured, then all right, title, and interest in and to the Property shall revert back to Seller without further action by Seller. The record owner shall relinquish possession and execute a quitclaim deed conveying the Property to Seller upon request. In no event shall Seller have the right to take title to the Buyer's Property.

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 five (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 five hundred (500) feet, measured vertically, from the surface of the Property.

E. Closing Date. Seller shall convey the Property on a date occurring approximately thirty (30) days after the date the County of Los Angeles Board of Supervisors approves the sale of the Property and Seller is in receipt of Buyer's Payments and executed associated documents necessary to complete the conveyance. In the event Buyer fails to provide Seller with all Payments and associated documents to effectuate the Closing within 180 days of the date Seller executes this Agreement and Deed, Seller, at its option, may elect to terminate this Agreement and thereafter Seller shall have no further obligations to Buyer pursuant to this Agreement.

In satisfaction of item 4.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: Clinton Robinson Rockwell and Kelly Allyson Rockwell Husband and Wife as Community Property 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.

E. Buyer is aware that the Property is involved in an ownership dispute with a private party. Therefore, in the event any legal or administrative action is brought against County and/or Buyer by a private party relating to the Property, Buyer 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 arising out of or related to disputes brought upon by any private party, events or conditions first occurring during the County's period of ownership of the Property and/or caused by the negligence of the County or its agents.

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 agreements 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 Executive Office

222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Chris Montana,
Acting Director of Real Estate Division

Buyer: Mr. Clinton R. Rockwell and Mrs. Kelly A. Rockwell
20726 Cheney Drive
Topanga, CA 90290

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

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

15. Seller's Remedies. In the event of Buyer's failure to consummate the transaction contemplated by this Agreement, or in the event of termination of this Agreement due to Buyer's violation of Section 16 hereof, 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. THE DOWN PAYMENT 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, IN THE EVENT OF BUYER'S BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY, BUYER AND SELLER AGREE AS FOLLOWS: (1) THAT SELLER'S RETENTION OF THE DOWN PAYMENT IS PARTICULARLY APPROPRIATE FOR THIS TRANSACTION; (2) THAT THE AMOUNT OF THE DOWN PAYMENT IS INSUFFICIENT TO COVER SELLER'S COST OF THIS TRANSACTION; AND (3) 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. SELLER'S OTHER REMEDIES SHALL INCLUDE, WITHOUT LIMITATION, THE RIGHT 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 THE RIGHT TO SUE FOR SPECIFIC PERFORMANCE OF THIS AGREEMENT.

Seller's Initials _____ Buyer's Initials CZR

Buyer's Initials KC

16. Conveyance of Buyer's Property. If, at any time during the period between the execution of this Agreement by Buyer and the conveyance of the Property to Buyer, the Buyer's Property or any part thereof is granted, conveyed, transferred, or quitclaimed to any third party, or vested by any means in any name(s) other than Buyer, Seller, at its option, may elect to terminate this Agreement, and thereafter, Seller shall have no further obligations to Buyer pursuant to this Agreement. Seller, at its option, shall have all remedies in law and equity and shall be entitled to enforce any part of this Agreement and to obtain the benefit of the bargain, together with all remedies contained herein and in accordance with Section 15 hereof.

17. 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.

18. 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.

19. 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.

20. Governing Law and Forum. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Agreement shall be conducted in the courts of the County of Los Angeles, State of California.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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

CLINTON ROBINSON ROCKWELL
AND KELLY ALLYSON ROCKWELL

By: _____
Clinton Robinson Rockwell

By: _____
Kelly Allyson Rockwell

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:
JOHN F. KRATTLI
County Counsel

_____
Deputy

EXHIBIT A
LEGAL DESCRIPTION
PROPERTY TO BE ACQUIRED

APN: 4441-005-903

That portion of Lot 8 of Tract No. 3729 as per map recorded in Book 41, pages 17 to 20 of Maps, recorded with the Registrar-Recorder of Los Angeles County described as follows:

Lots 118 and 119 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
LEGAL DESCRIPTION
PROPERTY CURRENTLY OWNED BY BUYER

APNs: 4441-005-006 and 4441-005-022

APN: 4441-005-006

THAT PORTION OF LOT 8, OF TRACT NO. 3729, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 41, PAGE 17 ET SEQ. OF MAPS IN THE OFFICE OF THE RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT NORTH 31° 48' 20" WEST 420.44 FEET; THENCE NORTH 58° 11' 40" EAST 300 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 31° 48' 20" WEST 125 FEET; THENCE SOUTH 58° 11' 40" WEST 125 FEET; THENCE NORTH 31° 48' 20" WEST 62.5 FEET; THENCE NORTH 58° 11' 40" EAST 162.5 FEET; THENCE SOUTH 31° 48' 20" EAST 187.5 FEET; THENCE SOUTH 58° 11' 40" WEST 37.5 FEET TO THE TRUE POINT OF BEGINNING. AND ALSO DESCRIBED AS LOTS 58, 59, 60, 61, 62, 63, 83 AND 84, AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 44, PAGES 36 AND 37 OF RECORD OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES.

APN: 4441-005-022

PARCEL A:

PARCELS 112, 113, 114 AND 115, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN UPON RECORD OF SURVEY MAP FILED IN BOOK 44 PAGE 36 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL B:

THAT PORTION OF LOT 8 OF TRACT NO. 3729, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 41, PAGES 17 TO 20 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WITHIN THE FOLLOWING DESCRIBED BOUNDARIES.

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID LOT; THENCE NORTH 31 DEGREES 48' 20" WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT A DISTANCE OF 645.44 FEET; THENCE NORTH 58 DEGREES 11' 40" EAST 327.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 31 DEGREES 48' 20" WEST 50.00 FEET; THENCE NORTH 58 DEGREES 11' 40" EAST 62.50 FEET; THENCE SOUTH 31 DEGREES 48' 20" EAST 50.00 FEET; THENCE SOUTH 58 DEGREES 11' 40" WEST 62.50 FEET TO SAID TRUE POINT OF BEGINNING.

EXCEPT THEREFROM ALL OIL, GAS, HYDROCARBONS, OR OTHER MINERALS IN AND UNDER THE ABOVE DESCRIBED PARCEL OF LAND WITHOUT THE RIGHT OF SURFACE ENTRY FOR DEVELOPMENT THEREOF.

PARCEL C:

THAT PORTION OF LOT 8 OF TRACT 3729, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 41 PAGES 17, Er SEQ., OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT 31 DEGREES 48' 20" WEST 607.94 FEET; THENCE NORTH 58 DEGREES 11' 40' EAST 225 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 31 DEGREES 48' 20" WEST 62.5 FEET THENCE NORTH 58 DEGREES 11' 40" EAST 112.5 FEET; THENCE SOUTH 31 DEGREES 48' 20" EAST 62.5 FEET; THENCE SOUTH 58 DEGREES 11' 40" WEST 112.5 FEET TO THE TRUE POINT OF BEGINNING.

SAID LAND IS SHOWN AS PARCELS 54, 55, 56 AND 57 ON A MAP FILED IN BOOK 44 PAGES 36 AND 37 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

PARCEL D:

AN EASEMENT FOR INGRESS, EGRESS, ROAD AND UTILITY PURPOSES WITH THE RIGHT TO TRIM TREES, OVER A PORTION OF LOT 8 AS SHOWN ON MAP OF TRACT NO. 3729 RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES, SAID EASEMENTS IS A STRIP OF LAND 15.00 FEET WIDE, LYING 7.50 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT IN THE NORTHWESTERLY LINE OF SAID LOT 8 DISTANT THEREON SOUTH 65 DEGREES 42' 00" WEST 31.00 FEET FROM THE NORTHEAST CORNER OF SAID LOT 8, THENCE SOUTH 0 DEGREES 05' 40" E 5.80 FEET, THENCE SOUTHERLY AND SOUTHWESTERLY 39.67 FEET ALONG A TANGENT CURVE CONCAVE NORTHWESTERLY HAVE A RADIUS OF 32.00 FEET AND A CENTRAL ANGLE OF 71 DEGREES 01' 30", THENCE TANGENT SOUTH 70 DEGREES 55' 50" WEST

2.75 FEET, THENCE SOUTHWESTERLY 55.68 FEET ALONG A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 31 DEGREES 54' 00", THENCE TANGENT SOUTH 39 DEGREES 01' 50" WEST 81.71, THENCE SOUTHWESTERLY 34.72 FEET ALONG A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 100.00 FEET A CENTRAL ANGLE OF 19 DEGREES 53' 30", THENCE TANGENT SOUTH 58 DEGREES 55' 20" WEST 50.97 FEET TO THE NORTHEASTERLY LINE OF PARCEL 109 AS SHOWN ON MAP OF RECORD SURVEY FILED IN BOOK 44 PAGES 36 AND 37 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES TOGETHER WITH ALL OF SAID PARCEL 109.

THE SIDELINES OF THE PORTION OF SAID EASEMENT 15.00 FEET WIDE SHALL BE LENGTHENED OR SHORTENED TO TERMINATE NORTHWESTERLY IN THE NORTHWESTERLY LINE OF SAID LOT 8, AND SOUTHWESTERLY IN NORTHWESTERLY LINE OF SAID PARCEL 109.

PARCEL E:

THAT PORTION OF LOT 8 OF TRACT NO. 3729, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, 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:

PARCELS 116; 117; 124; 125; 126; 127; 128; 129; 130; 137; 138; 139; 140; 141; 142; 143; 144; 153; 154; 155; 156; 163; 164; 165; 166; 167; 168; 169 AND 170 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.

EXHIBIT C

RECORDING REQUESTED BY & MAIL TO

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

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:

Parcel A

4441-005-903

That portion of Lot 8 of Tract No. 3729 as per map recorded in Book 41, pages 17 to 20 of Maps, recorded with the Registrar-Recorder of Los Angeles County described as follows:

Lots 118 and 119 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 B

APN: 4441-005-006

THAT PORTION OF LOT 8, OF TRACT NO. 3729, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 41, PAGE 17 ET SEQ. OF MAPS IN THE OFFICE OF THE RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT NORTH 31° 48' 20" WEST 420.44 FEET; THENCE NORTH 58° 11' 40" EAST 300 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 31° 48' 20" WEST 125 FEET; THENCE SOUTH 58° 11' 40" WEST 125 FEET; THENCE NORTH 31° 48' 20" WEST 62.5 FEET; THENCE NORTH 58° 11' 40" EAST 162.5 FEET; THENCE SOUTH 31° 48' 20" EAST 187.5 FEET; THENCE SOUTH 58° 11' 40" WEST 37.5 FEET TO THE TRUE POINT OF BEGINNING. AND ALSO DESCRIBED AS LOTS 58, 59, 60, 61, 62, 63, 83 AND 84, AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 44, PAGES 36 AND 37 OF RECORD OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES.

PARCEL A:

PARCELS 112, 113, 114 AND 115, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN UPON RECORD OF SURVEY MAP FILED IN BOOK 44 PAGE 36 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL B:

THAT PORTION OF LOT 8 OF TRACT NO. 3729, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 41, PAGES 17 TO 20 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WITHIN THE FOLLOWING DESCRIBED BOUNDARIES.

COMMENCING AT THE MOST SOUTHERLY CORNER OF SAID LOT; THENCE NORTH 31 DEGREES 48' 20" WEST ALONG THE SOUTHWESTERLY LINE OF SAID LOT A DISTANCE OF 645.44 FEET; THENCE NORTH 58 DEGREES 11' 40" EAST 327.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 31 DEGREES 48' 20" WEST 50.00 FEET; THENCE NORTH 58 DEGREES 11' 40" EAST 62.50 FEET; THENCE SOUTH 31 DEGREES 48' 20" EAST 50.00 FEET; THENCE SOUTH 58 DEGREES 11' 40" WEST 62.50 FEET TO SAID TRUE POINT OF BEGINNING.

EXCEPT THEREFROM ALL OIL, GAS, HYDROCARBONS, OR OTHER MINERALS IN AND UNDER THE ABOVE DESCRIBED PARCEL OF LAND WITHOUT THE RIGHT OF SURFACE ENTRY FOR DEVELOPMENT THEREOF.

PARCEL C:

THAT PORTION OF LOT 8 OF TRACT 3729, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 41 PAGES 17, Er SEQ., OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT 31 DEGREES 48' 20" WEST 607.94 FEET; THENCE NORTH 58 DEGREES 11' 40' EAST 225 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 31 DEGREES 48' 20" WEST 62.5 FEET THENCE NORTH 58 DEGREES 11' 40" EAST 112.5 FEET; THENCE SOUTH 31 DEGREES 48' 20" EAST 62.5 FEET; THENCE SOUTH 58 DEGREES 11' 40" WEST 112.5 FEET TO THE TRUE POINT OF BEGINNING.

SAID LAND IS SHOWN AS PARCELS 54, 55, 56 AND 57 ON A MAP FILED IN BOOK 44 PAGES 36 AND 37 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

PARCEL D:

AN EASEMENT FOR INGRESS, EGRESS, ROAD AND UTILITY PURPOSES WITH THE RIGHT TO TRIM TREES, OVER A PORTION OF LOT 8 AS SHOWN ON MAP OF TRACT NO. 3729 RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES, SAID EASEMENTS IS A STRIP OF LAND 15.00 FEET WIDE, LYING 7.50 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT IN THE NORTHWESTERLY LINE OF SAID LOT 8 DISTANT THEREON SOUTH 65 DEGREES 42' 00" WEST 31.00 FEET FROM THE NORTHEAST CORNER OF SAID LOT 8, THENCE SOUTH 0 DEGREES 05' 40" E 5.80 FEET, THENCE SOUTHERLY AND SOUTHWESTERLY 39.67 FEET ALONG A TANGENT CURVE CONCAVE NORTHWESTERLY HAVE A RADIUS OF 32.00 FEET AND A CENTRAL ANGLE OF 71 DEGREES 01' 30", THENCE TANGENT SOUTH 70 DEGREES 55' 50" WEST

The above described property is referred to as Buyer's Property in Deed from County of Los Angeles recorded concurrently herewith.

This property is located at and is known by the following address and Assessor Parcel Numbers (APN): APN: 4441-005-903, 4441-005-006, and 4441-005-022 and located at and adjacent to 20726 Cheney Drive Topanga, CA 90290.

We hereby agree and covenant with the County of Los Angeles that the above legally described real property shall be merged and held as one parcel and that **no portion of Parcel A or Parcel B will be sold, conveyed, assigned, granted, or bequeathed 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:

By: _____
Clinton Robinson Rockwell

By: _____
Kelly Allyson Rockwell

Notary Page for Covenant and Agreement to Hold Property as One Parcel

State of _____ }
}
County of _____ }

On _____ before me, _____,

a notary public, personally appeared_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____

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

Mr. Clinton R. Rockwell and
Mrs. Kelly A. Rockwell
20726 Cheney Drive
Topanga, CA 90290

Space above this line for Recorder's use

DOCUMENTARY TRANSFER TAX

COUNTY OF LOS ANGELES $_____

CITY OF _____ $_____

TOTAL TAX $_____

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

_____
Signature of Declarant or Agent determining tax.

COUNTY OF LOS ANGELES
Firm Name

TAX PARCELS: 4441-005-903

QUITCLAIM DEED

The **COUNTY OF LOS ANGELES, a body corporate and politic**, ("Seller" or "County of Los Angeles") for the sum of Four Thousand Six Hundred Eighty Eight Dollars and 00/100 Dollars ($4,688.00) receipt of which is hereby acknowledged, does hereby surrender, quitclaim and release to:

Clinton Robinson Rockwell and Kelly Allyson Rockwell Husband and Wife as Community Property 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 five hundred (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. _____

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
Board of Supervisors, County of Los Angeles

By_____

APPROVED AS TO FORM:

JOHN F KRATTLI
County Counsel

By: _____
Deputy

EXHIBIT A
LEGAL DESCRIPTION

APN: 4441-005-903

That portion of Lot 8 of Tract No. 3729 as per map recorded in Book 41, pages 17 to 20 of Maps, recorded with the Registrar-Recorder of Los Angeles County described as follows:

Lots 118 and 119 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.

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 except those chemicals typically used for care and maintenance of a home garden or landscape features;
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, as identified in the COVENANT AND AGREEMENT TO HOLD AS ONE PARCEL ("Buyer's Property"), which has been recorded concurrently with this document and is incorporated herein by reference, will be merged and held as one (1) parcel by the Buyer and no portion of the Property will be sold, conveyed, assigned, granted, or bequeathed separately. Except for this subsection 6, Buyer's Property shall not be subject to any portion of the use restrictions contained in this Exhibit B. ;
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 these restrictions are not being complied with ("Default Condition"), written notice shall be given to the record owner of the Property and the owner shall have thirty (30) days from the date of the notice to cure the Default Condition, provided that if the nature of the Default Condition is such that it cannot reasonably be cured within such thirty (30) day period, and such cure is commenced within such thirty (30) day period and thereafter diligently prosecuted to completion, additional time to cure as determined by County of Los Angeles will be allowed. If the Default Condition is not so cured, then all right, title, and interest to the Property shall revert back to County of Los Angeles without further action by County of Los Angeles. The record owner shall relinquish possession and execute a quit claim deed conveying the Property to County of Los Angeles upon request. In no event shall County of Los Angeles have the right to take title to the Buyer's Property.

The defined terms are as follows:

(a) Habitable Structure is 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 construction of walls of varying height and width using any type of fire resistant building materials. Construction of such walls will be within five (5) feet of the nearest property line of the Property.