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

November 13, 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:

CONVEYANCE OF AN EASEMENT AND SURPLUS PROPERTY FROM THE COUNTY OF LOS ANGELES TO NANCY TODER ASSESSOR'S IDENTIFICATION NUMBERS: 4442-016-092, 4442-016-903, 4442-016-908, 4442-017-902, 4442-017-904, 4442-017-908 (PORTION) UNINCORPORATED TOPANGA (THIRD DISTRICT) (4 VOTES)

SUBJECT

The County proposes to convey to Nancy Toder a portion of surplus County property and a non-exclusive easement over County property for ingress and egress purposes.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the interest in the real property as shown on the easement is no longer necessary for County or other public purposes and that the easement's estimated sales price does not exceed $100,000.

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

3. Find that the proposed conveyance of an easement is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15301 of the State CEQA Guidelines (Existing Facilities).

4. 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).

5. Approve the grant of an easement to Nancy Toder, over a portion of Assessor's Identification Numbers (AINs): 4442-017-904 and 4442-017-908 for ingress and egress purposes, and instruct the Chairman to execute the easement deed.

6. Approve the conveyance of County real property identified as a portion of AINs: 4442-016-902, 4442-016-903, 4442-016-908 and all of 4442-017-902 from the County to Nancy Toder and instruct the Chairman to execute the quitclaim deed.

7. Authorize the Chief Executive Office to complete and execute any necessary documents to complete the transaction.

8. Instruct the Auditor-Controller to deposit the proceeds into the Asset Development Implementation Fund.

PURPOSE OF RECOMMENDED ACTION/JUSTIFICATION

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 to Nancy Toder and to grant her an access easement to her property in accordance with a previously granted access easement by the developers of the original Sylvia Park subdivision.

As background, the developer of the Sylvia Park subdivision in Topanga did not establish driveways for the individual parcels in the original 1926 subdivision map. Instead, the developer recorded a blanket easement (Blanket Easement) which granted each property owner the right to establish a driveway across adjacent properties. The Blanket Easement both benefits and burdens all owners of lots within the subdivision with the right to cross all other parcels for ingress and egress to a main private road such as Penny Road. The granting of the proposed access easement (Access Easement) to Ms. Toder will establish the specific route for access to her property, as was the intention of the Blanket Easement and as provided by law.

The subject parcels are 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 parcels that are the subject of this proposed Board action, will be sold to private parties on a direct basis in accordance with State law.

The individual parcels proposed to be sold total 6,400 square feet and were acquired by the County in the 1950's and 1960's as a result of property tax defaults. The proposed sale of the parcels have never been contemplated for use or development by the County. In this instance, the prospective buyer, who owns the adjoining real property, will be acquiring the real property subject to a restriction precluding development of habitable structures on the parcels being acquired. The quitclaim deed will also contain a requirement that the parcels 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, eliminate ongoing maintenance costs, and provide the County with funds that can be better allocated for the rehabilitation, purchase, or construction of other County facilities. The granting to Ms. Toder of the Access Easement is intended to provide Ms. Toder with access to her property as was intended by the original Blanket Easement and will transfer any further County exposure to liability related to Ms. Toder crossing over County Property to access her residence.

Implementation of Strategic Plan Goals

The proposed recommendations are consistent with the County Strategic Plan Goal of Fiscal Sustainability (Goal 2) by facilitating the sale of surplus real property that is responsive to the surrounding community while generating capital funds, which could be used in capital projects and/or other investments in public infrastructure.

FISCAL IMPACT/FINANCING

Based upon sales of similar properties in the Topanga area, the Chief Executive Office (CEO) staff appraiser has determined that the sale amounts for the unimproved parcels represent the 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 combined sales price for the parcels to be conveyed to Ms. Toder totals $9,600, averaging approximately $1.50 per square foot and represents the current fair market value of the parcels as determined by the CEO staff appraiser based on similar surplus County property sales in the Topanga Canyon area. 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 deed reserves the mineral rights for the property to the County. Additionally, deed restrictions will be placed upon the 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 lots 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 property.

The conveyance of the easement is authorized by Government Code Section 25526.7, which allows the conveyance of real property interests and rights which do not interfere with County or other public purposes. Notification of the Board's intended action has been published in compliance with Governmental Code Section 6061.

The sale and purchase agreement, quitclaim deed, and access easement have been reviewed and approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

The granting of this proposed easement is categorically exempt from CEQA pursuant to Section 15301 of the State CEQA Guidelines (Existing Facilities). The conveyance of surplus property is categorically exempt from CEQA pursuant to Section 15312 of the State CEQA Guidelines (Surplus Government Property Sales). The categorical exemption (Classes 1 and 12, respectively) is also provided pursuant to the revised Environmental Document Reporting Procedures and Guidelines adopted by the Board on November 17, 1987.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The conveyance of the surplus County property and the easement will not impact any current services in the area.

CONCLUSION

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

Respectfully submitted,

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:RLR
CMM:RH:kb

Attachments

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

BL NANCYTODER 11-13-2012

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 Nancy Toder, Trustee of the Nancy Toder Trust, for the benefit of Nancy Toder, declared October 18, 2007("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 1557 Penny Road, 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 nine thousand six hundred and NO/100 Dollars ($9,600.00), payable by Buyer to Seller as follows:

A. One thousand one hundred ten and NO/100 Dollars ($1,110.00), 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 eight thousand four hundred ninety and NO/100 Dollars ($8,490.00) 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

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.

ix. 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 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: Nancy Toder, Trustee of the Nancy Toder Trust, for the benefit of Nancy Toder, declared October 18, 2007, and shall cause the Deed to be recorded in the official records of the Los Angeles County Recorder.

7. Delivery of Deed. Seller shall transmit to Buyer a copy of the Deed stamped by the Recorder, the original of which shall be mailed to the Buyer by the Recorder at the address for notice to Buyer pursuant to Section 13 hereof.

8. Condition of the Property.

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

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

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

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

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

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

11. Conflicts. In the event of a conflict between the provisions of this Agreement and the provisions of any other documents executed or 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: Nancy Toder
1557 Penny Road
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 NT

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

Nancy Toder, Trustee of the Nancy Toder Trust, for the benefit of Nancy Toder, declared October 18, 2007

By: Nancy Toder, Trustee
Nancy Toder, Trustee

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: 4442-016-902, 903, 904(Portion), 908 and 4442-017-902

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 183, 184, 185, 186, 187, and 257 as shown on Record of Survey Map filed in Book 20, page 43 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

Reserving and excepting to the County of Los Angeles for road purposes, but without the obligation of the County of Los Angeles to build or maintain any road built thereon, those portions of the above described lots which are encumbered by a traversing dotted line as shown on record of survey map filed in book 20 page 34 and in book 20 page 43 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: 4442-016-039 and 4442-018-011

Parcel 1:

The Westerly 40 feet of the Easterly 300 feet of the Northerly 50 feet of the Southerly 300 feet of that portion of LOTS 15 and 16 of TRACT NO. 3729, in the county of Los Angeles, state of California, as per map recorded in Book 41 page 17 et seq., of Maps, in the office of the county recorder of said county, within the following described boundary lines:

Beginning at the Northwesterly corner of LOT 15; thence along the Westerly line thereof, South 5° 34' 40" East 456.72 feet; thence North 89° 58' 50" East 714.53 feet; thence North 0° 02' 40" East, 602.07 feet to a point on the Northerly line of said LOT 16; thence South 65° 36' 05" West, 360.53 feet to the point of beginning.

The above described land is shown as Parcels 188 and 189 on a licensed surveyor's map filed in Book 20 Page 43 of Records of Survey, in the office of the county recorder of said county.

Parcel 2:

The Westerly 20 feet of the Easterly 280 feet of the Northerly 50 feet of the Southerly 250 feet of that portion of LOTS 15 and 16 of TRACT NO. 3729, in the county of Los Angeles, state of California, as per map recorded in Book 41 Pages 17 et seq., of Maps, in the office of the county recorder of said county, within the following described boundary lines:

Beginning at the Northwesterly corner of said LOT 15; thence along the Westerly line thereof, South 5° 34' 40" East 456.72 feet; thence North 89° 58' 50" East 714.53 feet; thence North 0° 02' 40" East 602.07 feet to a point on the Northerly line of said LOT 16; thence North 89° 51' 15" West 431.06 feet to the most Westerly corner thereof; thence South 65° 36' 05" West 360.53 feet to the point of beginning.

Said land is shown as Parcel 212 on Surveyor's Map of the Book 20 Page 43 of Records of Survey, Los Angeles County.

Parcel 3:

The Westerly 40.00 feet of the Easterly 320.00 feet of the Northerly 100.00 feet of the Southern 250.00 feet of that portion of LOT 15 and 16 of TRACT NO. 3729, in the office of the county recorder of said county, as per map recorded in Book 41, Pages 17, et seq., of Maps, in the office of the county recorder of said county, within the following described boundary lines;

Beginning at the Northwesterly corner of said LOT 15; thence along the Westerly line thereof, South 5° 34' 40" East 456.72 feet; thence North 89° 58' 50" East 714.53 feet; thence North 0° 02' 40" East, 602.07 feet to a point on the Northerly line of said LOT 16; thence North 89° 51' 15" West 431.06 feet to the most Westerly corner thereof; thence South 65° 36' 05" West 360.53 feet to the point of beginning.

The above described property is shown as Parcels 213, 214, and 256 on a Licensed Surveyor's Map filed in Book 20, Page 43 of record of surveys in the office of the county recorder of said county.

Parcel 4:

The Westerly 20.00 feet of the Easterly 360.00 feet of the Northerly 50.00 feet of the Southerly 200.00 feet of that portion of LOTS 15 and 16 of TRACT 3729, in the County of Los Angeles, state of California, as per map recorded in Book 41 Pages 17, et seq., of Maps, in the office of the county recorder of said county, with in the following described boundary lines:

Beginning at the Northwesterly corner of said LOT 15; thence along the Westerly line thereof, South 5° 34' 40" East 456.72 feet; thence North 89° 58' 50" East 714.53 feet; thence North 0° 02' 40" East 602.07 feet to a point on the Northerly line of said LOT 16; thence North 89° 51' 15" West 431.06 feet to the most Westerly corner thereof; thence South 65° 36' 05" West 360.53 feet to the point of beginning.

The above described property is shown as Parcel 254 on licensed Surveyor's Map filed in Book 20 Page 43, Record of Surveys, in the office of the county recorder of said county.

Parcel 5:

The Westerly 20.00 feet of the Easterly 340.00 feet of the Northerly 50.00 feet of the Southerly 200.00 feet of that portion of LOTS 15 and 16 of TRACT 3729, in the County of Los Angeles, state of California, as per map recorded in Book 41 Pages 17, et seq., of Maps, in the office of the county recorder of said county, within the following described boundary lines:

Beginning at the Northwesterly corner of said LOT 15; thence along the Westerly line thereof, South 5° 34' 40" East 456.72 feet; thence North 89° 58' 50" East 714.53 feet; thence North 0° 02' 40" East 602.07 feet to a point on the Northerly line of said LOT 16; thence North 89° 51' 15" West 431.06 feet to the most Westerly corner thereof; thence South 65° 36' 05" West 360.53 feet to the point of beginning.

The above described property is shown as Parcel 255 or licensed Surveyor's Map filed in Book 20 Page 43, Record of Surveys, in the office of the county recorder.

Parcel 6:

The Westerly 20 feet of the Easterly 360 feet of the Northerly 50 feet of the Southerly 150 feet of that portion of LOTS 15 and 16 of TRACT 3729, in the county of Los Angeles, state of California, as per map recorded in Book 41 Pages 17, et sep., of Maps, in the office of the county recorder of said county, described as follows:

Beginning at the Northwesterly corner of said LOT 15; thence along the Westerly line thereof, South 5° 34' 40" East 456.72 feet; thence North 89° 58' 50" East 714.53 feet; thence North 0° 02' 40" East 602.07 feet to a point on the Northerly line of said LOT 16; thence North 89° 51' 15" West 431.06 feet to the most Westerly corner thereof; thence South 65° 36' 05" West 360.53 feet to the point of beginning.

The above described property is shown as Parcel 287 on licensed Surveyor's Maps filed in Book 20 Page 43, Records of Surveys, in the office of the county recorder of said county.

Parcel 7:

The Westerly 60 feet of the Easterly 340 feet of the Northerly 50 feet of the Southerly 150 feet, except that portion thereof lying Southeasterly of a line drawn from the Northeasterly corner thereof to a point on the Southerly line thereof, distance thereon Easterly 20 feet from the Southwesterly corner thereof, of that portion of LOTS 15 and 16 of TRACT 3729, in the office of the county recorder of said county, as per map recorded in Book 41 Pages 17 et seq., of Maps, in the office of the county recorder of said county, within the following described boundary lines:

Beginning at the Northwesterly corner of said LOT 15; thence along the Westerly line thereof, South 5° 34' 40" East 456.72 feet; thence North 89° 58' 50" East 714.53 feet; thence North 0° 02' 40" East 602.07 feet to a point on the Northerly line of said LOT 16; thence North 89° 51' 15" West 431.06 feet to the most Westerly corner thereof; thence South 65° 36' 05" West 360.53 feet to the point of beginning.

The above described property is shown as Parcel 282 on licensed Surveyor's Map filed in Book 20 Page 43, Record of Surveys, in the office of the county recorder of said county.

Parcel 8:

An easement for highway purposes, ingress and egress over those portions of said LOTS 15 and 16, described in Document Nos. 102200 and 102502 on Certificate of Title CA-27167 on file in the office of the Registrar of Titles, Los Angeles County, California.

Parcel 9:

That Portion of Lot 15 of Tract No. 3729 as Per Map Recorded In Book 41 Pages 17 through 20 of Maps in the Office of the County of Los Angeles Recorder Described as Follows:

Lots 215 and 216 as Shown on Record of Survey Map Filed In Book 20 Page 43 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

Parcel 10:

That Portion of Lot 15 of Tract No. 3729 as Per Map Recorded In Book 41 Pages 17 through 20 of Maps in the Office of the County of Los Angeles Recorder Described as Follows:

Lots 291 as Shown on Record of Survey Map Filed In Book 20 Page 43 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

Parcel 11:

That Portion of Lot 15 of Tract No. 3729 as Per Map Recorded In Book 41 Pages 17 Through 20 of Maps in the Office of the County of Los Angeles Recorder Described as Follows:

Lots 288, 289, and 290 as Shown on Record of Survey Map Filed In Book 20 Page 43 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

EXHIBIT C

RECORDING REQUESTED BY & MAIL TO

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

APNs: 4442-016-902, 903, 908, and 4442-017-902

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 183, 184, 185, 186, 187, and 257 as shown on Record of Survey Map filed in Book 20, page 43 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

Parcel B

APNs: 4442-016-039 and 4442-018-011

Parcel 1:

The Westerly 40 feet of the Easterly 300 feet of the Northerly 50 feet of the Southerly 300 feet of that portion of LOTS 15 and 16 of TRACT NO. 3729, in the county of Los Angeles, state of California, as per map recorded in Book 41 page 17 et seq., of Maps, in the office of the county recorder of said county, within the following described boundary lines:

Beginning at the Northwesterly corner of LOT 15; thence along the Westerly line thereof, South 5° 34' 40" East 456.72 feet; thence North 89° 58' 50" East 714.53 feet; thence North 0° 02' 40" East, 602.07 feet to a point on the Northerly line of said LOT 16; thence South 65° 36' 05" West, 360.53 feet to the point of beginning.

The above described land is shown as Parcels 188 and 189 on a licensed surveyor's map filed in Book 20 Page 43 of Records of Survey, in the office of the county recorder of said county.

Parcel 2:

The Westerly 20 feet of the Easterly 280 feet of the Northerly 50 feet of the Southerly 250 feet of that portion of LOTS 15 and 16 of TRACT NO. 3729, in the county of Los Angeles, state of California, as per map recorded in Book 41 Pages 17 et seq., of Maps, in the office of the county recorder of said county, within the following described boundary lines:

Beginning at the Northwesterly corner of said LOT 15; thence along the Westerly line thereof, South 5° 34' 40" East 456.72 feet; thence North 89° 58' 50" East 714.53 feet; thence North 0° 02' 40" East 602.07 feet to a point on the Northerly line of said LOT 16; thence North 89° 51' 15" West 431.06 feet to the most Westerly corner thereof; thence South 65° 36' 05" West 360.53 feet to the point of beginning.

Said land is shown as Parcel 212 on Surveyor's Map of the Book 20 Page 43 of Records of Survey, Los Angeles County.

Parcel 3:

The Westerly 40.00 feet of the Easterly 320.00 feet of the Northerly 100.00 feet of the Southern 250.00 feet of that portion of LOT 15 and 16 of TRACT NO. 3729, in the office of the county recorder of said county, as per map recorded in Book 41, Pages 17, et seq., of Maps, in the office of the county recorder of said county, within the following described boundary lines;

Beginning at the Northwesterly corner of said LOT 15; thence along the Westerly line thereof, South 5° 34' 40" East 456.72 feet; thence North 89° 58' 50" East 714.53 feet; thence North 0° 02' 40" East, 602.07 feet to a point on the Northerly line of said LOT 16; thence North 89° 51' 15" West 431.06 feet to the most Westerly corner thereof; thence South 65° 36' 05" West 360.53 feet to the point of beginning.

The above described property is shown as Parcels 213, 214, and 256 on a Licensed Surveyor's Map filed in Book 20, Page 43 of record of surveys in the office of the county recorder of said county.

Parcel 4:

The Westerly 20.00 feet of the Easterly 360.00 feet of the Northerly 50.00 feet of the Southerly 200.00 feet of that portion of LOTS 15 and 16 of TRACT 3729, in the County of Los Angeles, state of California, as per map recorded in Book 41 Pages 17, et seq., of Maps, in the office of the county recorder of said county, with in the following described boundary lines:

Beginning at the Northwesterly corner of said LOT 15; thence along the Westerly line thereof, South 5° 34' 40" East 456.72 feet; thence North 89° 58' 50" East 714.53 feet; thence North 0° 02' 40" East 602.07 feet to a point on the Northerly line of said LOT 16; thence North 89° 51' 15" West 431.06 feet to the most Westerly corner thereof; thence South 65° 36' 05" West 360.53 feet to the point of beginning.

The above described property is shown as Parcel 254 on licensed Surveyor's Map filed in Book 20 Page 43, Record of Surveys, in the office of the county recorder of said county.

Parcel 5:

The Westerly 20.00 feet of the Easterly 340.00 feet of the Northerly 50.00 feet of the Southerly 200.00 feet of that portion of LOTS 15 and 16 of TRACT 3729, in the County of Los Angeles, state of California, as per map recorded in Book 41 Pages 17, et seq., of Maps, in the office of the county recorder of said county, within the following described boundary lines:

Beginning at the Northwesterly corner of said LOT 15; thence along the Westerly line thereof, South 5° 34' 40" East 456.72 feet; thence North 89° 58' 50" East 714.53 feet; thence North 0° 02' 40" East 602.07 feet to a point on the Northerly line of said LOT 16; thence North 89° 51' 15" West 431.06 feet to the most Westerly corner thereof; thence South 65° 36' 05" West 360.53 feet to the point of beginning.

The above described property is shown as Parcel 255 or licensed Surveyor's Map filed in Book 20 Page 43, Record of Surveys, in the office of the county recorder.

Parcel 6:

The Westerly 20 feet of the Easterly 360 feet of the Northerly 50 feet of the Southerly 150 feet of that portion of LOTS 15 and 16 of TRACT 3729, in the county of Los Angeles, state of California, as per map recorded in Book 41 Pages 17, et sep., of Maps, in the office of the county recorder of said county, described as follows:

Beginning at the Northwesterly corner of said LOT 15; thence along the Westerly line thereof, South 5° 34' 40" East 456.72 feet; thence North 89° 58' 50" East 714.53 feet; thence North 0° 02' 40" East 602.07 feet to a point on the Northerly line of said LOT 16; thence North 89° 51' 15" West 431.06 feet to the most Westerly corner thereof; thence South 65° 36' 05" West 360.53 feet to the point of beginning.

The above described property is shown as Parcel 287 on licensed Surveyor's Maps filed in Book 20 Page 43, Records of Surveys, in the office of the county recorder of said county.

Parcel 7:

The Westerly 60 feet of the Easterly 340 feet of the Northerly 50 feet of the Southerly 150 feet, except that portion thereof lying Southeasterly of a line drawn from the Northeasterly corner thereof to a point on the Southerly line thereof, distance thereon Easterly 20 feet from the Southwesterly corner thereof, of that portion of LOTS 15 and 16 of TRACT 3729, in the office of the county recorder of said county, as per map recorded in Book 41 Pages 17 et seq., of Maps, in the office of the county recorder of said county, within the following described boundary lines:

Beginning at the Northwesterly corner of said LOT 15; thence along the Westerly line thereof, South 5° 34' 40" East 456.72 feet; thence North 89° 58' 50" East 714.53 feet; thence North 0° 02' 40" East 602.07 feet to a point on the Northerly line of said LOT 16; thence North 89° 51' 15" West 431.06 feet to the most Westerly corner thereof; thence South 65° 36' 05" West 360.53 feet to the point of beginning.

The above described property is shown as Parcel 282 on licensed Surveyor's Map filed in Book 20 Page 43, Record of Surveys, in the office of the county recorder of said county.

Parcel 8:

An easement for highway purposes, ingress and egress over those portions of said LOTS 15 and 16, described in Document Nos. 102200 and 102502 on Certificate of Title CA-27167 on file in the office of the Registrar of Titles, Los Angeles County, California.

Parcel 9:

That Portion of Lot 15 of Tract No. 3729 as Per Map Recorded In Book 41 Pages 17 through 20 of Maps in the Office of the County of Los Angeles Recorder Described as Follows:

Lots 215 and 216 as Shown on Record of Survey Map Filed In Book 20 Page 43 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

Parcel 10:

That Portion of Lot 15 of Tract No. 3729 as Per Map Recorded In Book 41 Pages 17 through 20 of Maps in the Office of the County of Los Angeles Recorder Described as Follows:

Lots 291 as Shown on Record of Survey Map Filed In Book 20 Page 43 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

Parcel 11:

That Portion of Lot 15 of Tract No. 3729 as Per Map Recorded In Book 41 Pages 17 Through 20 of Maps in the Office of the County of Los Angeles Recorder Described as Follows:

Lots 288, 289, and 290 as Shown on Record of Survey Map Filed In Book 20 Page 43

of Records of Survey in the Office of the County Recorder of the County of Los Angeles

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: 4442-016-902, 903, 908, 4442-017-902, 4442-016-039, and 4442-018-011 and located at and adjacent to 1557 Penny Road Topanga, CA 90290.

I 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 myself, and future owners, encumbrancers, their successors, heirs, or assignees and shall continue in effect in perpetuity.

Agreed to:

Nancy Toder, Trustee of the Nancy Toder Trust,
for the benefit of Nancy Toder,
declared October 18, 2007

By: _____
Nancy Toder, Trustee

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:
County of Los Angeles
Real Estate Division
222 S. Hill Street, 3rd Floor
Los Angeles, CA 90012
Attn: Chris Montana, Acting Director
of Real Estate Division

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

ASSESSOR'S PARCEL NUMBERS: 4442-017-904
4442-017-908 (PORTION)

ACCESS EASEMENT

For valuable consideration, the receipt of which is hereby acknowledged, the County of Los Angeles, a body corporate and politic, ("Grantor") does hereby grant to Nancy Toder, Trustee of the Nancy Toder Trust, for the benefit of Nancy Toder, declared October 18, 2007, ("Grantee") an easement ("Easement") for ingress and egress purposes only, in and across the real property in Topanga Canyon, unincorporated County of Los Angeles, State of California, within the driveway ("Improvements") boundaries as legally described in the attached Exhibit A (the "Property") and depicted in Exhibit B. Exhibit A and Exhibit B hereto are incorporated herein by this reference. This Easement includes any and all rights and interest in and under that certain Grant Deed dated July 1926 and described in Document 102502 on Certificate of Title CA-27167, for ingress and egress purposes, granted by Columbus Callan Cheney and Lucy Jane Cheney, husband and wife, and Irving L. Goldman and Charles H. Goldman, doing business as Goldman Brothers Company and also Sylvia Park Development Company, a co-partnership, to all owners within Lots 15 and Lots 16, Tract Number 3279, in the County of Los Angeles, State of California, as per Map recorded in Book 41, page 17 et. seq. of Maps in the Office of the Recorder of said County.

Subject to all matters of record and to the following reservations and conditions which Grantor and Grantee, by the acceptance of this Easement, agree to keep and perform viz:

a. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
b. Grantee acknowledges that no surface rights are herein created except the right to ingress and egress in, on, over and across the Property.
c. It is expressly understood that Grantor will not be called upon to repair, maintain, or reconstruct any part or portion of the Property and/or Improvements.
d. Grantor reserves the right to use the Property for any and all purposes consistent with enjoyment of the Easement herein granted.

e. Under no circumstances is Grantee permitted to park or store vehicles or personal property for any length of time within the Property.

f. In no event shall Grantee construct gates or fencing or place any other obstruction on the Property, or impede access to and/or use of the Property..

g. Grantee agrees that it will indemnify and hold harmless Grantor, and its Special Districts, elected officials and appointed officers, agents, and/or employees from any and all liability, loss or damage, including but not limited to demands, claims, actions, fees, costs and expenses (including without limitation attorney and expert witness fees) arising from or connected with any act or omission by Grantee, its agents or employees, arising out of the exercise by Grantee, or its officers, agents or employees, of any of the rights granted to it by this Easement.

h. The provisions and conditions contained in the Easement shall be binding upon Grantee and its successors and assigns.

Dated_____

COUNTY OF LOS ANGELES

By: _____
Zev Yaroslavsky
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 OF ACCESS EASEMENT

An easement over a portion of Parcels 285, 286, 327 and 328 as shown on Licensed Surveyor's Map filed in Book 20 page 43 of Records of Survey in the office of the County Recorder of the County of Los Angeles, described as follows:

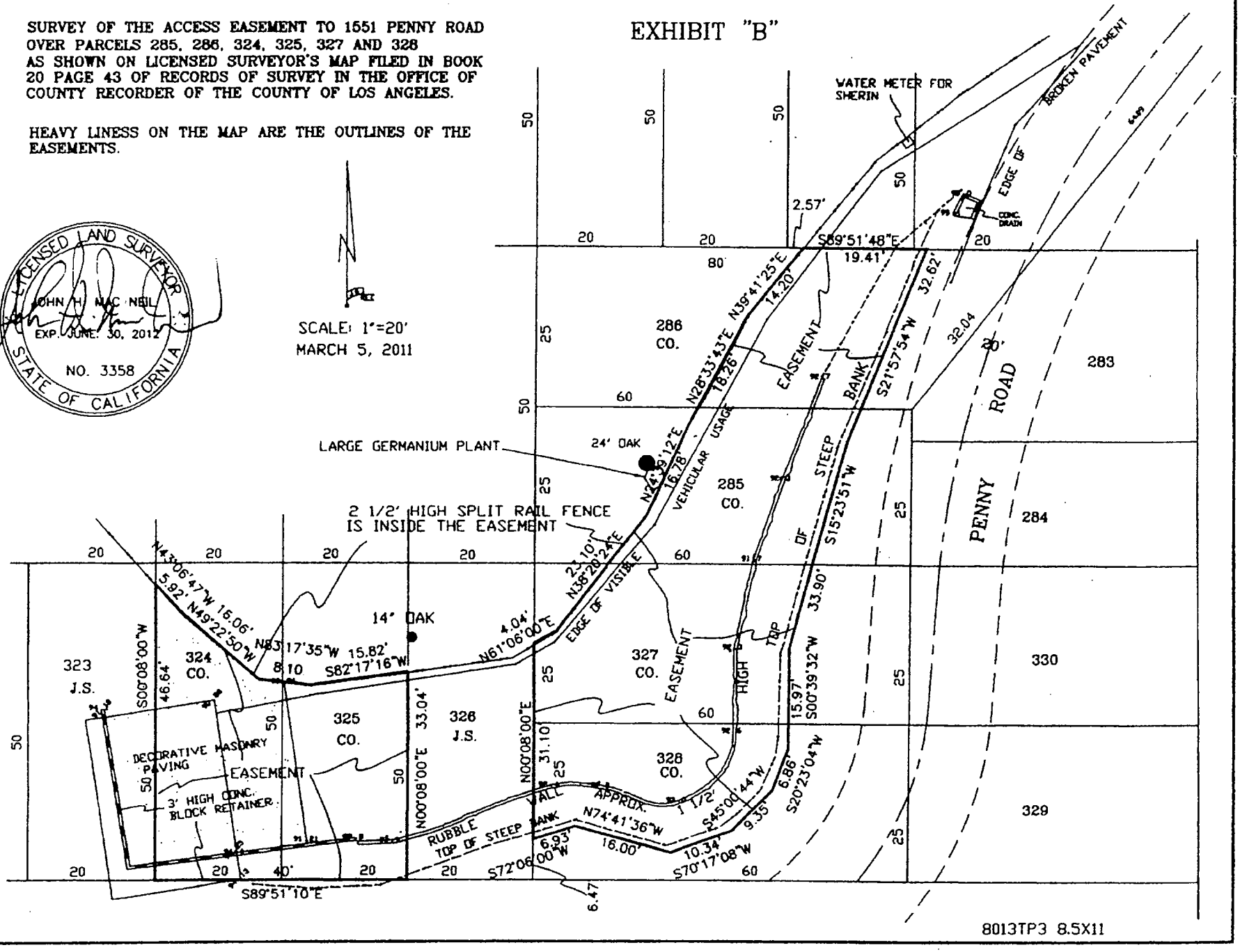
Beginning at a point in the westerly line of said Parcel 328 distant thereon N.0°08'00"E. 6.47 feet from the southwest corner of said Parcel 328, thence continuing along said westerly line N.00°08'00"E. 31.10 feet , thence N.61°06'00"E. 4.04 feet, thence N.38°20'24"E. 23.10 feet, thence N.24°39'12"E. 16.78 feet, thence N.28°33'43"E. 18.26 feet, thence N.39°41'25"E. 14.20 feet to the to the northerly line of said Parcel 286, thence along said northerly line S.89°51'48"E. 19.41 feet, thence S.21°57'54"W. 32.62 feet, thence S.15°23'51"W. 33.90 feet, thence S.00°39'32"W. 15.97 feet, thence S.20°23'04"W. 6.86 feet, thence S.45°00'44"W. 9.35 feet, thence S.70°17'08"W. 10.34 feet, thence N.74°41'36"W. 16.00 feet, thence S.72°06'00"W. 6.93 feet to the point of beginning.

SURVEY OF THE ACCESS EASEMENT TO 1551 PENNY ROAD OVER PARCELS 285, 286, 324, 325, 327 AND 328 AS SHOWN ON LICENSED SURVEYOR'S MAP FILED IN BOOK 20 PAGE 43 OF RECORDS OF SURVEY IN THE OFFICE OF COUNTY RECORDER OF THE COUNTY OF LOS ANGELES.

HEAVY LINESS ON THE MAP ARE THE OUTLINES OF THE EASEMENTS.

EXHIBIT "B"

SCALE: 1"=20'
MARCH 5, 2011



8013TP3 8.5X11

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

Nancy Toder, Trustee of the Nancy Toder Trust, for the benefit of Nancy Toder, declared October 18, 2007
1551 Penny Road
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: 4442-016-902, 4442-016-903, 4442-016-908, 4442-017-902

QUITCLAIM DEED

The **COUNTY OF LOS ANGELES, a body corporate and politic**, ("Seller" or "County of Los Angeles") for the sum of Nine Thousand Six Hundred and 00/100 Dollars ($9,600.00) receipt of which is hereby acknowledged, does hereby surrender, quitclaim and release to:

Nancy Toder, Trustee of the Nancy Toder Trust, for the benefit of Nancy Toder, declared October 18, 2007

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: 4442-017-902

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 183, 184, 185, 186, 187, and 257 as shown on Record of Survey Map filed in Book 20, page 43 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.