WILLIAM T FUJIOKA
Chief Executive Officer

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

"To Enrich Lives Through Effective And Caring Service"

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

December 10, 2013

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

Dear Supervisors:

DONATION OF THE BLANCHE HAMILTON PRESERVE PROPERTY FROM THE NATURE CONSERVANCY TO THE COUNTY OF LOS ANGELES AS AN ADDITION TO DEVIL'S PUNCHBOWL NATURAL AREA (FIFTH DISTRICT) (3 VOTES)

SUBJECT

Approve the acquisition of a 40-acre unimproved parcel, the Blanche Hamilton Preserve, from the Nature Conservancy as an addition to Devil's Punchbowl Natural Area.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the County's acquisition of the Blanche Hamilton Preserve (Property) from the Nature Conservancy is categorically exempt from the provisions of the California Environmental Quality Act pursuant to Class 25 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board, per Section 15325 of the State of California Environmental Quality Act Guidelines, because the project consists of acquisition of land to preserve open space or lands for park purposes and for the reasons stated herein and the reasons reflected in the record of the project.

2. Approve and instruct the Chairman to execute the Donation Agreement by and between the Nature Conservancy and the County of Los Angeles for the Property comprised of approximately 40 acres of unimproved land located in the unincorporated Valyermo area of the County.

3. Authorize the Chief Executive Office to execute any other documents necessary to complete the conveyance upon approval as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The subject property, commonly known as the Blanche Hamilton Preserve, is currently owned by the Nature Conservancy (Conservancy) which acquired the property in 1965. The Conservancy is interested in donating the land to the County subject to the County agreeing to maintain the subject property as a natural area.

The subject property is located just above the Angeles National Forest and is adjacent to the northern boundary of Devil's Punchbowl Natural Area (Natural Area). Most of the subject property is within a canyon, punctuated by majestic rock outcroppings at the higher levels, and riparian vegetation at the lower levels. The property's varying slope elevations offer scenic panoramic views, and a perennial stream, Sandrock Creek, which traverses the property in a north-south direction.

Acquisition of the subject property is recommended because it would extend the northern boundary line of the Natural Area by connecting and incorporating the 40-acre parcel into the Natural Area. Acquisition and incorporation of this parcel into the Natural Area will secure the 40 acres as protected open space and provide much needed connectivity for the habitat in the vicinity. This acquisition would also benefit the Department of Parks and Recreation's (Parks) ongoing Sanctuary Buffer-zone Project, which has identified acquisition priorities near existing sanctuaries and natural areas for connectivity purposes.

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 to support timely delivery of customer-oriented and efficient public services. The transfer of ownership of property to Parks will expand an existing County-owned natural area for public use.

FISCAL IMPACT/FINANCING

There is no fiscal impact associated with this donation. Parks does not anticipate any one-time start-up or ongoing operating costs resulting from the donation of the subject property.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The acquisition of the subject property is authorized by Section 25353 of the California Government Code, which allows the County to receive by donation real property necessary for use of the County for public pleasure grounds, public parks, botanical gardens, and other public purposes.

As required by Government Code Section 65402, notification of the proposed transfer was submitted to the County's Department of Regional Planning, which has jurisdiction for determining conformance with the adopted general plan. No objection to this acquisition was received within the 40 days after the notification was provided. Notice was also given to the appropriate public agencies of the proposed acquisition as required by Government Code Section 54222.

County Counsel has reviewed the Donation Agreement related to the proposed acquisition and has approved it as to form.

The Phase I Environmental Site Assessment of the property did not identify any recognized environmental conditions. The Chief Executive Office (CEO) will handle the acceptance of the deed prior to recordation. Section 2.08.168 of the County Code allows the CEO to accept and consent to

the recordation of any deed conveying an interest upon real property to the County of Los Angeles. The CEO, Real Estate Division will handle the acceptance of the Quitclaim Deed by the Director of Real Estate, who is authorized to accept the deed on behalf of the CEO pursuant to Section 2.08.167 of the County Code.

ENVIRONMENTAL DOCUMENTATION

The proposed acquisition of the subject property from the Nature Conservancy is categorically exempt from the California Environmental Quality Act (CEQA) according to Section 15325(f) of the State CEQA Guidelines and Class 25 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, because the proposed project consists of acquisition of land to preserve open space or lands for park purposes.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will have no impact on current services, as the property will be incorporated into the County's park system and the Department of Parks and Recreation will maintain and operate the property as an addition to the existing Natural Area.

CONCLUSION

It is requested that the Executive Office, Board of Supervisors, return two executed originals of the Donation Agreement and the adopted Board letter to the CEO, Real Estate Division at 222 South Hill St., 3rd Floor, Los Angeles, CA 90012 for further processing.

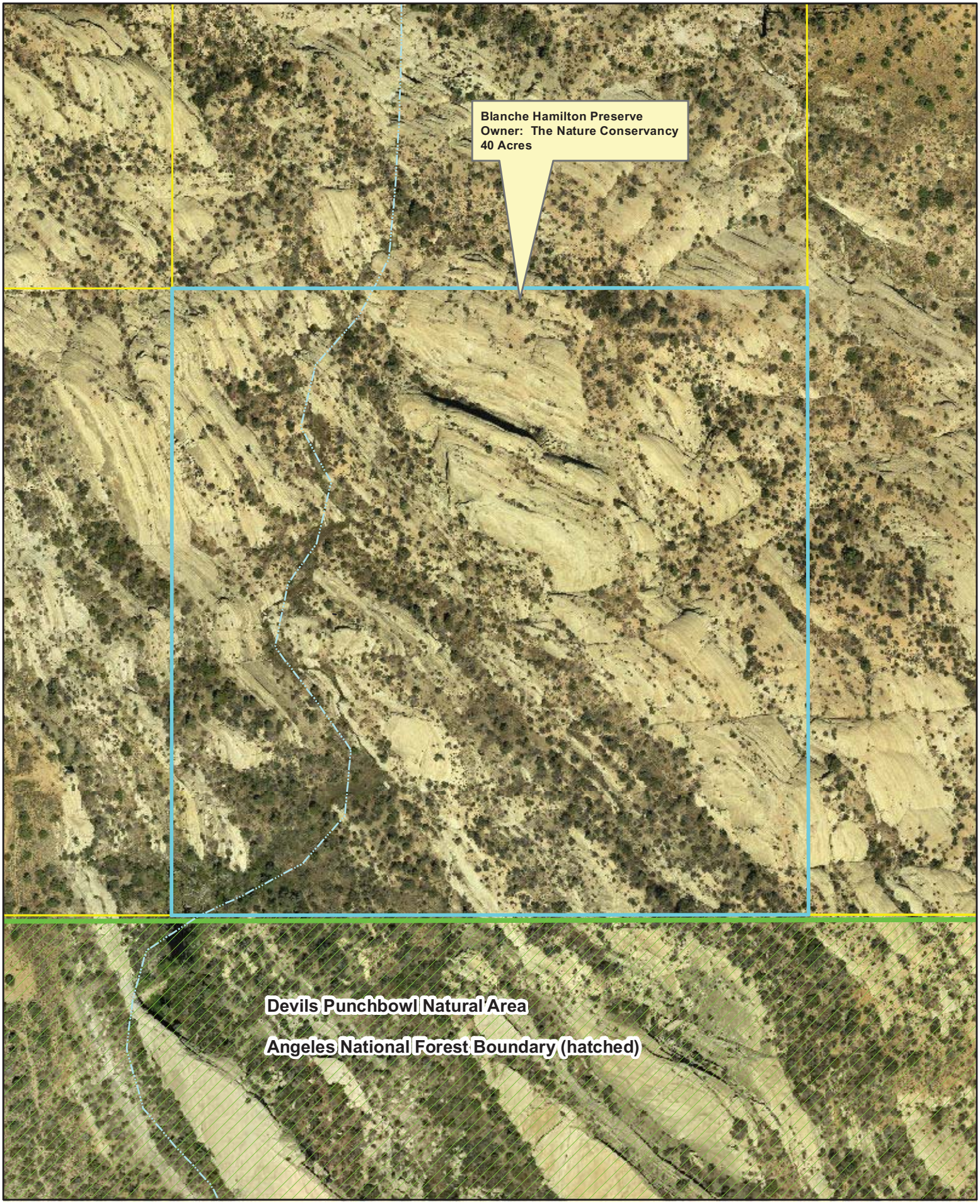
Respectfully submitted,

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:RLR
CMM:RH:ls

Enclosures

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



Date: 06/20/12
Map Prepared By: Planning

Aerial: LAR-IAC2
Parcels: Assessor 2010
HWY's and Roads: Thomas Brothers (All rights reserved)
Trails: DPR

BLANCHE HAMILTON PRESERVE
3061-012-029
DISTRICT 5

County of Los Angeles Department of Parks and Recreation

N

0.03 Miles

DONATION AGREEMENT

THIS DONATION AGREEMENT ("Agreement"), dated for reference purposes only as of _____, 2013, is entered into by and between The Nature Conservancy, ("Donor"), and the County of Los Angeles, a body corporate and politic ("County").

RECITALS

1. Donor, under the terms and conditions herein, intends to grant the real property measuring approximately 40 acres ("Donated Parcel" and/or "Property") to the County, as described in Exhibit "A", and depicted on Exhibit "B", attached hereto and incorporated herein by this reference.

2. Donor is willing to convey the Property to the County, pursuant to the California Government Code Section 25353, in accordance with the terms and conditions set forth in this Agreement.

AGREEMENT

The terms and conditions of this Agreement are as follows:

1. Condition of Donated Parcel. The County, as part of its investigative "due diligence" to satisfy and to determine the suitability of the Donated Parcel, has and/or will initiate the preparation of the following: (i) a Phase I environmental site assessment report; and (ii) Chicago Title Company Preliminary Title Report to determine the suitability of the Donated Parcel to connect the Property to the County's existing natural areas. Upon review of said reports, should the County determine, in its sole discretion, that the Donated Parcel is not suitable for its intended use, County may decline to accept transfer of title to the Donated Parcel.

2. Right of Entry. Donor hereby also grants to County, its agents and employees the right to enter upon the Property for the purpose of conducting land surveys, monument establishment, staking, inspections, Phase I Environmental Site Assessment (ESA) and any other studies/reports to determine the Property's suitability for the County's intended use and for any other reasonable purpose related thereto.

3. Form of Quitclaim Deed. Fee simple absolute title to the Donated Parcel shall be conveyed by Donor to County as described in and by quitclaim deed in the form attached hereto as Exhibit "C" ("Quitclaim Deed"), duly executed and acknowledged by Donor, subject to matters of record approved in writing by the County.

4. Encumbrances. Donor agrees not to encumber the Donated Parcel or to cause, or acquiesce to, any further liens or encumbrances or otherwise alter the condition of title without providing prior written notification to County. If Donor encumbers the Donated Parcel, County, in its sole discretion, may decline to accept transfer of title to the Donated Parcel.

5. Escrow.

5.1. Within ten (10) days after the execution of this Agreement by all parties, County shall open an escrow with Chicago Title Company, located at 700 South Flower Street, Suite 800, Los Angeles, CA 90017, attention: Cheryl A. Yanez, ("Escrow Holder"), and this Agreement shall constitute the basic escrow instructions for the purpose of consummating the transaction contemplated by this Agreement. Escrow Holder is authorized to:

5.1.1 Provide a letter or other document to the County stating that escrow is open or will be open within thirty (30) days.

5.1.2. (i) Pay, and charge Donor, for any delinquent taxes, penalties and interest thereon, and for any delinquent or non-delinquent assessments or bonds against the Property, except those which title is to be taken subject to and in accordance with the terms of this Agreement; (ii) pay, and charge Donor, for any amounts necessary to place the title in the condition necessary to enable conveyance pursuant to this Agreement; including title insurance, documentary transfer tax (if necessary); (iii) pay and charge County for the escrow fees; (iv) prorate all real property taxes which are a lien and/or unpaid as of the close of Escrow according to the formula adopted by the Los Angeles County Assessor's Office and deduct Donor's portion from its proceeds. The tax amount withheld will be made payable to County Auditor-Controller's Office following the Closing. Any taxes which have been prepaid by the Donor shall not be prorated, but the Donor shall have the sole right after Closing to apply to the Los Angeles County Treasurer and Tax Collector for refund of the taxes attributable to the period after acquisition pursuant to the Revenue and Taxation Code Section 5096.7; and (v) when conditions of Escrow have been fulfilled by Donor and County, [a] record documents of conveyance and [b] deliver conformed copies of the Escrow closing statements to both parties; and [c] deliver any items or documents given to Escrow Holder to hold for both Parties.

5.2. Execution of Additional Escrow Documents. The Parties shall execute and deliver to Escrow Holder, within five (5) business days after receipt, such additional escrow instructions prepared by the Escrow Holder as may be

required to consummate the transaction contemplated by this Agreement. Any such instructions shall not conflict with, amend, or supersede any provisions of this Agreement. If there is any inconsistency between such instructions and this Agreement, this Agreement shall control unless the parties expressly agree in writing otherwise.

6. Closing. For the purposes of this Agreement, the "Closing" shall be defined as the recordation of the Quitclaim Deed in the Official Records and the issuance of the Title Policy. The date upon which the Closing occurs is the "Closing Date". The parties agree to use their best efforts to effect the Closing by December 1, 2013. The parties may agree in writing to extensions of the Closing if such extensions appear to either party to be necessary.

7. Condition of Title to Donated Property. The Donor shall cause the conveyance of good and marketable fee simple absolute title to the Property to the County, as evidenced by a C. L. T. A. Standard Coverage Form Policy of Title Insurance ("Title Policy"), issued by Chicago Title Company, 700 South Flower Street, Suite 800, Los Angeles, CA 90017, in an amount equal to the appraised value of the Donated Parcel. The Title Policy shall show as exceptions only matters approved in writing by the County. The warranties of title are intended to survive the Closing. Prior to the Closing, the Donor shall use reasonable efforts to remove from title any items disapproved in writing by the County. If the item cannot be removed, said item may be eliminated by any feasible method that is acceptable to the County. If the County does not approve a method of removing any disapproved exceptions for any reason, the County, as its sole and exclusive remedy, may (i) waive this condition and proceed with this transaction, or (ii) terminate this Agreement and neither party shall have any further liability to the other.

8. County's Conditions to Closing. County's obligation to consummate the transaction contemplated by this Agreement is conditioned upon: (i) Donor's delivery of the Quitclaim Deed to County; (ii) Donor's representations, warranties and covenants being true and correct as of Closing; and (iii) Title Company's irrevocable commitment to issue the Title Policy. Upon non-satisfaction of any one of the above conditions, County shall allow Donor an opportunity to cure by any reasonable method; if the Donor fails to cure, County may, in writing, terminate this Agreement, and thereafter the parties shall have no further obligations pursuant to this Agreement. If County does not object to Donor's non-satisfaction of said conditions, they shall be deemed satisfied as of Closing.

9. Donor's Conditions to Closing. Donor's obligation to consummate the transaction contemplated by this Agreement is conditioned upon: (i) Donor's Board of Directors (or other appropriate internal approval) approving the conveyance of the Property; (ii) County's Board of Supervisors adopting a Resolution of Notice of Intention to Purchase the Property; (iii) County's Board of Supervisors approving the purchase of the Property; and (iv) County's representations, warranties and

covenants being true and correct as of the Closing. If County fails to satisfy any one of the above conditions, Donor shall allow County a reasonable opportunity to cure by any reasonable method, but if County thereafter fails to cure within a reasonable time, Donor may, in writing, terminate this Agreement, and thereafter the parties shall have no further obligations pursuant to this Agreement. If Donor does not object to County's failure to satisfy said conditions, they shall be deemed satisfied as of Closing.

10. Reversion. In the event that County's status as the beneficiary of the Donated Parcel is challenged, then, upon either Donor's request or County's discretion, County may take appropriate steps so as to cause the Donated Parcel to revert to Donor.

11. Possession. County shall be entitled to the exclusive right of occupancy to the Donated Parcel as of the Closing, subject to existing encumbrances and to the conditions and restrictions of the Quitclaim Deed.

12. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested or by Express Mail or Federal Express to the following address:

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

With a Copy to:

Department of Parks and Recreation
Attention: James Barber, Planning Division
510 South Vermont Avenue
Los Angeles, CA 90020

To Donor:
The Nature Conservancy
E.J. Remson, Senior Program Manager
532 E. Main Street, Suite 200
Ventura, CA 93001

With a Copy to:

The Nature Conservancy
Attention: Legal Department
201 Mission Street, 4th Floor
San Francisco, CA 94105

Notice shall be deemed to be given two (2) business days after deposit with a carrier as specified above. Notice of change of address shall be given by written notice in the manner detailed in this Section.

13. Donor's Representations and Warranties. Donor makes the following representations and warranties regarding the Donated Parcel and its ownership thereof. Each of the following representations and warranties shall be deemed to have been re-made as of the Closing.

13.01 Power. Donor has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby.

13.02 Requisite Action. All requisite action has been taken by Donor in connection with entering into this Agreement and the instruments referenced herein, and, by the Closing, all such necessary action will have been taken to authorize the consummation of this transaction. By the Closing, no additional consent of any person or entity, judicial or administrative body, governmental authority or other party shall be required for Donor to consummate this transaction.

13.03 Individual Authority. The individuals executing this Agreement and the instruments referenced herein on behalf of Donor have the legal power, right and actual authority to bind Donor to the terms and conditions hereof and thereof.

13.04 Validity. This Agreement and all documents required hereby to be executed by Donor are and shall be valid, legally binding obligations of and enforceable against Donor in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the right of contracting parties generally.

13.05 Violations. Donor has no present actual knowledge of any outstanding, uncured, written notice or citation from applicable governmental authorities of violation of any applicable codes, environmental zoning and land use laws, subdivision laws, and other applicable federal, state and local laws, regulations and ordinances, including, but not limited to,

those relating to environmental conditions, hazardous materials or wastes, toxic materials or wastes or other similar materials or wastes.

13.06 Litigation. Donor has no present actual knowledge of any litigation pending or threatened against Donor on any basis therefor that arises out of the ownership of the Donated Parcel or that might detrimentally affect the Donated Parcel or adversely affect the ability of Donor to perform its obligations under this Agreement.

14. County's Representations and Warranties. In consideration of Donor entering into this Agreement and as an inducement to Donor to donate the Donated Parcel, County makes the following representations and warranties, each of which is material and is being relied upon by Donor and the truth and accuracy of which shall constitute a condition precedent to Donor's obligations hereunder. Each of the following representations and warranties shall be deemed to have been remade as of the Closing.

14.01 Power. County has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby.

14.02 Requisite Action. All requisite action has been taken by County in connection with entering into this Agreement and the instruments referenced herein, and, by the Closing, all such necessary action will have been taken to authorize the consummation of this transaction. By the Closing, no additional consent of any person or entity, judicial or administrative body, governmental authority or other party shall be required for County to consummate this transaction.

14.03 Individual Authority. The individuals executing this Agreement and the instruments referenced herein on behalf of County have the legal power, right and actual authority to bind County to the terms and conditions hereof and thereof.

14.04 Validity. This Agreement and all documents required hereby to be executed by County are and shall be valid, legally binding obligations of and enforceable against County in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the right of contracting parties generally.

15. Condition of Donated Parcel. County acknowledges that neither Donor, its agents, employees nor its other representatives have made any representations or warranties to County regarding any matter relating to the Donated Parcel, except as set forth in Section 13, including but not limited to the Donated Parcel's condition, fitness, environmental conditions, adequacy of design, suitability for a

particular purpose, the effect of zoning and other applicable laws, regulations and governmental rulings, or the accuracy, completeness or relevance of any materials or information regarding the Donated Parcel provided by Donor. County agrees that County is relying exclusively on County's own independent investigation of all such matters and that County is accepting the Donated Property in its "as-is, where-is, with-all-faults" condition and with all defects.

16. Indemnification.

16.01. By Donor. Donor agrees to indemnify, defend, save, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents (collectively, "County Indemnified Parties"), from and against any and all liability, expense (including without limitation defense costs and legal fees), and claims for damages of any nature whatsoever arising out of the inaccuracy of any representation or warranty provided by Donor in this Agreement.

16.02. By County. County agrees to indemnify, defend, save, and hold harmless Donor and its officers, employees, and agents (collectively, "Donor Indemnified Parties"), from and against any and all liability, expense (including without limitation defense costs and legal fees), and claims for damages of any nature whatsoever arising out of: County's exercise of its due diligence investigations under Section 2; or the inaccuracy of any representation or warranty provided by County in this Agreement.

17. Survival of Covenants. The covenants, indemnities, agreements, representations and warranties made herein are intended to survive the Closing and recordation and delivery of the Quitclaim Deed conveying the Donated Parcel to County.

18. Required Actions of County and Donor. County and Donor agree to execute all such instruments and documents and to take all actions pursuant to the provisions hereof in order to consummate this transaction and shall use their good-faith efforts to effect the Closing in accordance with the provisions hereof.

19. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and no addition or modification of any term or provision shall be effective unless set forth in writing, signed by both Donor and County.

20. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Agreement.

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

22. 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.

23. 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.

24. 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.

25. 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 this 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 this Agreement; provided that the remaining Agreement can be reasonably and equitably enforced.

26. Delegation of Authority. County hereby delegates to its Chief Executive Officer or his designee, the authority to issue any and all approvals required by this Agreement and to execute any and all instruments necessary to consummate this transaction.

27. Binding Effect. The provisions of this Agreement shall be binding upon the parties hereto and their respective successors-in-interest.

28. 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.

29. 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.

/ / / / SIGNATURE PAGE FOLLOWS / / / /

IN WITNESS WHEREOF, Donor has executed this Agreement or caused it to be duly executed and County by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chairman of said Board and attested by the Clerk, the day, month, and year first above written.

The Nature Conservancy,
a District of Columbia non-profit corporation

By: Eric Hallstein/MTi
Name: Eric Hallstein
Title: Director of Conservation Investments
for the California Program

ATTEST:

SACHI A. HAMAI
Executive Officer of
The Board of Supervisors

By:_____
Deputy

COUNTY OF LOS ANGELES

By:_____
Chair, Board of Supervisors

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By:_____
Deputy

LIST OF EXHIBITS

A. LEGAL DESCRIPTION - "DONATED PARCEL"

B. PLAT MAP - "DONATED PARCEL"

C. QUITCLAIM DEED - "DONATED PARCEL"

EXHIBIT A
LEGAL DESCRIPTION

APN: 3061-012-029

The Southwest quarter of the southeast quarter of Section 18 Township 4 North, Range 9 West, SBM, according to the official plat of said land filed in the District Land Office on March 12, 1902.

Except a life interest in the 1/4th of the oil and mineral rights reserved by Mary Jane Wade, in deed recorded September 24, 1954, in Book 45674, Page 397 of Official Records.

EXHIBIT B
PLAT MAP

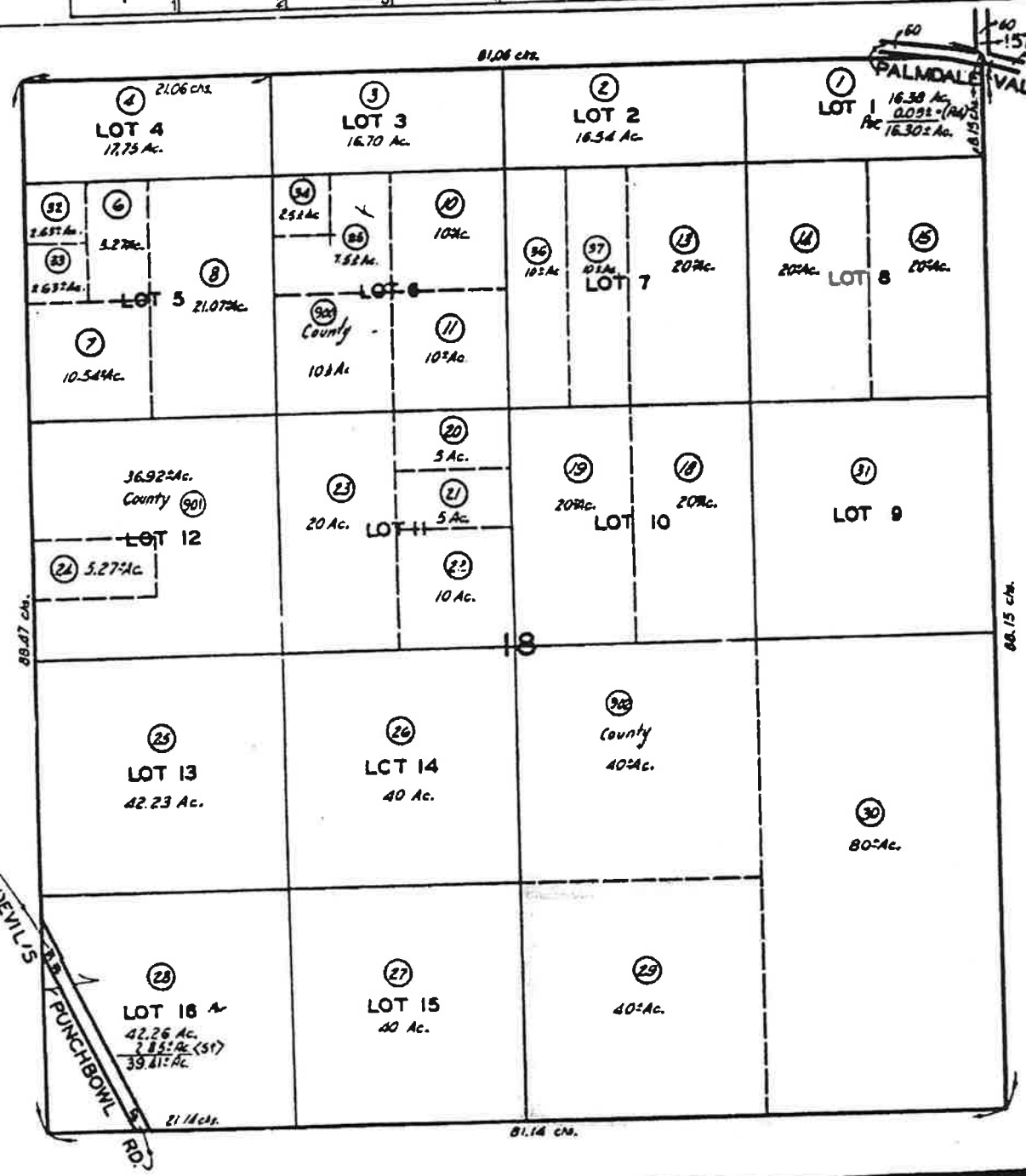
[The PLAT MAP underlies this Exhibit B cover page]

1-800-345-
660527

TRW·REDI

3061	12

SCALE 1" -- 600'



First American Title Company of Los Angeles

THIS MAP MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED HEREON. YOU SHOULD NOT RELY UPON IT FOR ANY PURPOSE OTHER THAN ORIENTATION TO THE GENERAL LOCATION OF THE PARCEL OR PARCELS DEPICTED. FIRST AMERICAN EXPRESSLY DISCLAIMS ANY LIABILITY FOR ALLEGED LOSS OR DAMAGE WHICH MAY RESULT FROM RELIANCE UPON THIS MAP.

N

T. 4 N., R. 9 W.

CODE
4666

NO. 503 FOR PREV. ASSM'T. SEE:
3061 - 12

ASSESS
COUNTY OF LOS

1-800-34

EXHIBIT C
QUITCLAIM DEED

[The QUITCLAIM DEED underlies this Exhibit C cover page]

RECORDING REQUESTED BY
County of Los Angeles
AND MAIL TO
County of Los Angeles
Department of Parks and Recreation
Attention: James Barber, Planning
510 South Vermont Avenue
Los Angeles, CA 90020

Space above this line for Recorder's use

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

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

TAX PARCEL: 3061-012-029

QUITCLAIM DEED

THE NATURE CONSERVANCY ("Grantor") on a gratis basis and in exchange for Grantee's irrevocable agreement to comply with the provisions outlined in sections a, b, c, d and e below and with the reserved deed restrictions set forth in Exhibit B which is attached and incorporated herein by reference as though set forth in full in this deed, does hereby surrender, quitclaim and release to:

COUNTY OF LOS ANGELES, a body corporate and politic, ("Grantee" and/or "County")

all of the Grantor's right, title and interest in and to the real property located in the unincorporated Valyermo area, County of Los Angeles, State of California that is further described in Exhibit A which is attached and incorporated herein by reference as though set forth in full in this deed (the "Property")

SUBJECT TO AND GRANTEE AND GRANTEE'S SUCCESSORS AND ASSIGNS 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, including, without limitation, the reserved deed restrictions set forth in Exhibit B to this deed;

c. The condition that the Property is to be kept and used only as a natural area;

d. The condition that the Property shall be equally open and available to residents of incorporated and unincorporated territory, and there shall be no discrimination against, or preference, gratuity, bonus or other benefits given to, residents of incorporated area not equally accorded residents of unincorporated territory;

e. In the event that the County of Los Angeles's status as the beneficiary of the Property is challenged, then, upon either The Nature Conservancy's request or County's discretion, County may take appropriate steps so as to cause the Property to revert to The Nature Conservancy.

THE NATURE CONSERVANCY, a District of Columbia non-profit corporation

Dated_____

By_____

Name_____

Title_____

State of California)
)
County of San Francisco)

On _____ before me,
_____, a Notary Public,
personally appeared
_____, who proved to me,
on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

_____
Notary Public

Seal

EXHIBIT A
LEGAL DESCRIPTION

APN: 3061-012-029

The Southwest quarter of the southeast quarter of Section 18 Township 4 North, Range 9 West, SBM, according to the official plat of said land filed in the District Land Office on March 12, 1902.

Except a life interest in the 1/4th of the oil and mineral rights reserved by Mary Jane Wade, in deed recorded September 24, 1954, in Book 45674, Page 397 of Official Records.

EXHIBIT B
RESERVATION OF DEED RESTRICTIONS

This Reservation of Deed Restrictions (the "Deed Restrictions") constitutes an integral part of the Quitclaim Deed to which it is attached (the "Deed"), by means of which Grantor is conveying to Grantee the Property. Capitalized terms not defined in these Deed Restrictions will have the relevant meaning set forth in the remainder of the Deed. In the event of any conflict between the terms of these Deed Restrictions and the remainder of the Deed, these Deed Restrictions will control.

Pursuant to California Civil Code Section 815 *et seq.*, the Property shall be held, conveyed, leased and occupied subject to the following restrictions:

1. The Property shall be used exclusively for (a) preservation, restoration and management of the Conservation Values, and (b) natural habitat oriented education, research and other uses performed in a manner that does not disturb, alter or impair the Conservation Values. The "Conservation Values" shall mean the habitats on the Property essential to maintaining various natural communities of sensitive, rare, and/or endangered plant and animal species, the enhanced connectivity between other nearby protected areas, parks, and/or watershed areas for wildlife, and the significant public benefit of preserving open space from development and providing protection for scenic qualities unique to the area.

2. The restrictions in paragraph 1 above shall not prohibit the maintenance and repair of trails at currently existing (as of the date of Grantor's execution of the Deed) levels of improvement or, in the event of the destruction of any such existing trails, their replacement with others of similar design, size, function, location, and materials. The restrictions in paragraph I shall also not prohibit the construction of new unpaved multi-use trails that connect to a system of regional public trails. "Multi-use" trails means trails used by the public for passive recreational uses, exclusively on the multi-use trails, for personal, non-commercial purposes including bird watching, hiking, and horseback riding. The Multi-use trails shall not be used by motorized vehicles, except as may be necessary to respond to emergencies. Grantee may also construct, for use by members of the public who use the Property for recreational purposes, kiosks, signage, and fencing (collectively, "Recreational Improvements"). Without limitation, under no circumstances may the Recreational Improvements include concrete or asphalt or other similar impermeable surfaces or restrooms, unless required by law. Permissible Multi-use trails and Recreational Improvements shall be located and constructed in a manner that causes, to the extent possible. the least impact to the Conservation Values as is reasonably practicable.

3. Grantee shall maintain or enhance the Conservation Values of the Property in perpetuity by active management practices such as (but not necessarily limited to) trespass prevention, litter removal, and invasive species removal. Such activities may include, but will not necessarily be limited to, vegetation monitoring, focal species

monitoring, weed abatement, control of exotic plant invasions, removal of trash, and restrictions on access to the Property by humans, vehicles, and horses.

4. Title to the Property may be conveyed exclusively to governmental entities or to charitable non-profits that have as a primary purpose the conservation or preservation of natural habitat.

5. All commercial and residential development of the Property is prohibited and all commercial and residential development rights of any kind that are now or later allocated to, implied, reserved, or inherent in or to the Property are terminated and extinguished, and may not be used on or transferred to any portion of the Property as it now or later may be bounded or described, or to any other property.

6. The division, subdivision or *de facto* subdivision of the Property is prohibited.

7. The restrictions set forth in this Deed shall (a) burden and run with the Property forever, and (b) benefit and bind the successors and assigns of Grantor and Grantee.

8. The Property shall not be used for mitigation to compensate for adverse environmental impacts, whether the adverse environmental impact is on the Property or some other property.

9. Grantor shall have the right to erect, maintain, and/or remove, at the expense of Grantor, one or more signs or other appropriate markers in prominent locations on the Property, visible from public roads or other adjoining property, bearing information indicating: (i) that the Property is protected by these restrictions; and/or (ii) the participation of Grantor and others in the establishment of these restrictions; the wording of which shall be decided upon by Grantor, exercising its reasonable discretion, but may in any case include such logos as the Grantor may desire. Grantor shall consult and cooperate with Grantee with respect to the choice of location for the signs.

10. Grantor shall have the right to enter upon the Property to monitor Grantee's compliance with these Deed Restrictions and with other terms and conditions of the Deed.

CERTIFICATE OF ACCEPTANCE

This is to certify that the property conveyed by The Nature Conservancy, a District of Columbia non-profit corporation, on the Quitclaim Deed dated _____, 2013, to the County of Los Angeles, a body corporate and politic (Grantee), is hereby accepted by the undersigned officer on behalf of the Grantee, pursuant to authority conferred by resolution of the Board of Supervisors.

Grantee:

COUNTY OF LOS ANGELES, a body corporate and politic

Date: _____

By: _____

Name: _____

Title: _____