



FESIA A. DAVENPORT
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
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Fifth District

May 18, 2021

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:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

41 May 18, 2021

CELIA ZAVALA
EXECUTIVE OFFICER

**CONVEYANCE OF SURPLUS PROPERTY FROM THE COUNTY OF LOS ANGELES TO
GHEORGHE PINZARU FOR FAIR MARKET VALUE
ASSESSOR'S IDENTIFICATION NUMBERS: 2006-031-900 AND 901
UNINCORPORATED CHATSWORTH/CANOCA PARK AREA
(FIFTH DISTRICT) (3 VOTES)**

SUBJECT

The County proposes to convey surplus County property to Gheorghe Pinzaru for fair market value.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed conveyance of surplus property is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15312 of the State CEQA Guidelines (Surplus Government Property Sales).
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 property is exempt surplus land as defined in Government Code Section 54221(f)(1)(B) as it is surplus land that is (i) less than 5,000 square feet in area, (ii) not contiguous to land owned by a state or local agency for open-space or low- and moderate-income housing purposes, and (iii) is being sold to an owner of contiguous land.

4. Approve the sale of the County's right, title, and interest in the property located on Box Canyon Road in unincorporated Chatsworth/Canoga Park area, identified as APN: 2006-031-900 and 901, to adjoining homeowner, Gheorghe Pinzaru, for \$45,000, and instruct the Chief Executive Officer, or her designee, to execute the Quitclaim Deed and the Sale and Purchase Agreement.
5. Authorize the Chief Executive Officer, or her designee, to complete and execute any additional documentation, approved as to form by County Counsel, necessary to complete the transaction.
6. Instruct the Auditor-Controller to deposit the sale proceeds into the Asset Development Implementation Fund.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to approve the direct sale of and convey title to unimproved surplus County-owned real property in the unincorporated Chatsworth/ Canoga Park area to Gheorghe Pinzaru (Mr. Pinzaru).

The two contiguous parcels of land proposed to be sold total approximately 2,636 square feet (Surplus Parcel) combined and were acquired by the County in 1959 from the State of California, who originally acquired title from a private party due to the non-payment of property taxes. The Surplus Parcel is not contemplated for use or development by the County and will be sold to Mr. Pinzaru on a direct basis, in accordance with Government Code Section 25526.7. In this instance, the Surplus Parcel was offered to the adjacent owners through a sealed bid process and Mr. Pinzaru, who owns the adjoining real property, submitted the only sealed bid for the County's minimum bid amount of \$45,000 for the Surplus Parcel. Mr. Pinzaru will be acquiring the Surplus Parcel subject to a deed restriction that the Surplus Parcel be held as one lot with Mr. Pinzaru's adjoining property.

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

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy III.3.1 - Maximize Revenue; and Objective III.3.2 - Manage and Maximize County Assets. These recommendations are also consistent with the Strategic Asset Management Plan Goal 4 – Prioritize Needs to Optimize Highest and Best Use of Assets, Key Objective 3 – Optimize Real Estate Portfolio, and Objective 4 - Guide Strategic Decision-Making.

FISCAL IMPACT/FINANCING

The purchase price reflects the fair market value for the Surplus Parcel, which has been substantiated by a County-commissioned appraisal report.

The sales price for the Surplus Parcel to be conveyed to Mr. Pinzaru totals \$45,000, averaging approximately \$7.00 per square foot and is based on similar surplus property sales of vacant land in and around the unincorporated Chatsworth/Canoga Park 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 the Surplus Parcel directly to a private party is authorized by Government Code Section 25526.7, which authorizes the direct sale of surplus real property having an estimated sales price not exceeding \$100,000.

Pursuant to Government Code Section 54221(b)(1), the County shall take formal action in a regular public meeting to declare land owned in fee simple title as "surplus land" or "exempt surplus land," as supported by written findings, prior to taking any action to dispose of such land consistent with County's policies and procedures. The Surplus Parcel is exempt surplus land as defined in Government Code Section 54221(f)(1)(B) as it is (i) less than 5,000 square feet in area, (ii) not contiguous to land owned by a state or local agency for open-space or low- and moderate-income housing purposes, and (iii) is being sold to an owner of contiguous land.

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.

Notification of the Board's intended action has been published in compliance with Government Code Section 6061.

In accordance with the Board's policy, the deed reserves the mineral rights for the property to the County. Additionally, a deed restriction will be placed upon the Surplus Parcel as a condition of this sale that will require Mr. Pinzaru to combine the Surplus Parcel with his adjoining property, holding it all as one parcel.

The Sale and Purchase Agreement (Enclosure) for this sale has been reviewed and approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

The proposed sale of the Surplus Parcel is categorically exempt from CEQA pursuant to Section 15312 of the State CEQA Guidelines (Class 12-Surplus government property sales). The proposed sale is a sale of surplus government property and the property is not located in an area of statewide, regional, or areawide concern identified in Section 15206(b)(4) of the State CEQA Guidelines (Guidelines), and is therefore within a class of projects that has been determined not to have a significant effect on the environment, in that it meets the criteria of Section 15312 (Class 12) of the Guidelines. In addition, the proposed sale will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The conveyance of the Surplus Parcel will not impact any current services in the area.

CONCLUSION

It is requested that the Executive Office of the Board return an adopted-stamped copy of this Board letter to the CEO, Real Estate, at 320 West Temple Street, 7th Floor, Los Angeles, CA 90012 for further processing.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Fesia A. Davenport', with a stylized, flowing script.

FESIA A. DAVENPORT

Chief Executive Officer

FAD:JMN:VM:DL

JLC:MGR:RH:ls

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Public Works
Regional Planning

SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2021 by and between the **COUNTY OF LOS ANGELES, a body corporate and politic** ("Seller") and **Gheorghe Pinzaru, an individual** ("Buyer"). Based upon the mutual consideration provided for herein, Seller and Buyer agree as follows:

1. Sale and Purchase. Seller is the owner of certain real property located on the 9200 block of Box Canyon Road, in unincorporated Canoga Park, 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 forty-five thousand and NO/100 dollars (\$45,000.00), payable by Buyer to Seller as follows:

A. Four thousand five hundred and NO/100 dollars (\$4,500.00), receipt of which is hereby acknowledged by the Seller ("Down Payment"). The Down Payment shall be sent by Buyer to Seller contemporaneously with the execution of this Agreement and refunded to Buyer only in the event the Property is not conveyed to Buyer as the sole direct result of Seller's uncured breach of this Agreement.

B. The remaining balance of forty thousand five hundred and NO/100 dollars (\$40,500.00) to be paid in full thirty (30) days prior to the conveyance of the Property in accordance with Section 4 herein, subject to approval from Seller's board.

The payments of the Purchase Price as described above along with any other payments by Buyer required by this Agreement shall be referred to as "Buyer's Payments." Buyer's 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. Buyer shall also pay for the cost of surveying the property and creating the legal description of the Property as provided for herein, if necessary. In the event any cost or expense is paid by Seller, Buyer shall immediately, upon Seller's request, remit a certified check payable to the County of Los Angeles in an amount equal to the aggregate of all such costs and expenses.

4. Conveyance and Closing Date. On the Closing Date as defined in Section 5 below, Seller shall convey the Property to Buyer by quitclaim deed ("Deed"), subject to:

A. All taxes, interest, penalties, and assessments of record assessed

but not yet due, if any;

B. Covenants, conditions, restrictions, reservations, easements, licenses, rights, and rights-of-way of record, if any; and

C. The following restrictions and/or reservations:

i. The Property, along with property currently owned by Buyer and described in **Exhibit B** attached hereto and incorporated herein by reference ("Buyer's Property"), shall be held as one parcel by the Buyer and no portion of the Property or the Buyer's Property shall be sold, conveyed, assigned, granted, or bequeathed separately. In connection with Buyer's obligations pursuant to the immediately preceding sentence, Buyer agrees to execute the Covenant and Agreement to Hold Property as One Parcel, attached hereto as **Exhibit C** and incorporated herein by reference, contemporaneously with the execution of this Agreement.

ii. In the event that Seller determines in its sole and absolute discretion that the restriction set forth in subsection 4(C)(i) above is 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 automatically 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 as defined in Section 4.C.i. herein.

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, in perpetuity.

5. Closing Date. Seller shall convey the Property on a date (the "Closing Date")

occurring approximately sixty (60) days after the later of (A) the date on which the County of Los Angeles Board of Supervisors (the "County Board"), in its sole and absolute discretion, approves the sale of the Property and (B) the date on which Seller is in receipt of all Buyer's Payments and executed associated documents necessary to complete the conveyance. In the event Buyer fails to provide Seller with all Buyer's Payments and associated documents (and any other documents reasonably requested by County in connection with the conveyance of the Property) to effectuate the Closing within 180 days of the date Seller executes this Agreement and Deed, Seller, at its option and in its sole and absolute discretion, may elect to terminate this Agreement, and thereafter Seller shall have no further obligations to Buyer pursuant to this Agreement.

In connection with Buyer's obligations pursuant to Section 4.C. above, contemporaneously with the execution hereof, Buyer shall execute the Covenant and Agreement to Hold Property as One Parcel, attached hereto as **Exhibit C** and incorporated herein by reference.

6. **Title.** Buyer understands that the Property is being sold without any representation or warranty of any kind regarding the condition of title to the Property, and Buyer further acknowledges and understands that Seller expressly disclaims any such representation or warranty, express or implied. 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. Buyer acknowledges that Buyer has the right but not the obligation to engage, 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.

7. **Recording.** Seller shall prepare the Deed indicating title to the Property to be vested in the name of the Buyer as follows: Gheorghe O. Pinzaru, an individual, and shall cause the Deed to be recorded in the official records of the Los Angeles County Recorder, subject to all terms and conditions of this Agreement.

8. **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 14 herein.

9. **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, and Seller hereby expressly disclaims any such representation or warranty of any kind, express or implied. Any information given or disclosure made to Buyer by Seller or Seller's agents concerning the Property shall not constitute or be construed as a representation or warranty made by Seller. Buyer acknowledges and agrees that it has been given the full opportunity to inspect the Property prior to execution

of this Agreement. Buyer shall be solely responsible for any and all costs and expenses incurred in connection with the removal and lawful disposal of all contaminated materials, toxic or hazardous substances, and asbestos, if any, on the Property.

- B. Buyer acknowledges and agrees that Seller has disclosed all information in Seller's possession that impacts Buyer's use of the Property. 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. Buyer knowingly and willingly assumes any and all risk related to the existence of any and all other conditions that could impact Buyer's use of or the value of the Property.
- 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 and to fully comply with all such zoning regulations and other governmental requirements at all times during Buyer's possession of the Property.
- D. Buyer waives any and all Claims (as hereinafter defined) against County and its Special Districts, elected and appointed officers, employees, and agents (collectively, "County Indemnitees"), and agrees to indemnify, defend, save, and hold harmless the County Indemnitees, and each of them, from and against any and all claims, demands, actions, rights, causes of action, obligations, liabilities, penalties, costs and expenses, including without limitation reasonable attorneys' fees and court costs (collectively, "Claims") of any nature whatsoever in any way related to or arising out of or in connection with this Agreement or the Property.

10. Possession/Risk of Loss. Any and all risk of loss or damage with respect to the Property shall pass from Seller to Buyer on the Closing Date.

11. Brokerage Commission. Buyer and Seller hereby acknowledge and represent that there are no broker's commission or finder's fees due in connection with 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.

12. 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.

13. 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 *ab initio*, and of no force and effect whatsoever.

14. 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, nationally recognized overnight mail service, registered or certified, postage prepaid, and addressed to the parties as follows:

Seller: County of Los Angeles
Chief Executive Office
Real Estate Division
320 W. Temple St., 7th Floor
Los Angeles, CA 90012
Attention: Dean Lehman, Senior Manager
Real Estate

Buyer: Gheorghe O. Pinzaru
30221 Briarwood Ct.
Castaic, CA 91384

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.

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

16. 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 any provision of this Agreement, Seller shall have all remedies in law and equity, and shall be entitled to enforce this Agreement and to obtain the benefit of the bargain contained herein. The retention by Seller of the Down Payment to set off such consequential damages based on the cost to the Seller of the sale shall not be deemed a waiver or relinquishment of any other remedies.

THE DOWN PAYMENT SHALL BE RETAINED BY SELLER, IN THE EVENT OF BUYER'S FAILURE TO CONSUMMATE THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT, TO COMPENSATE SELLER FOR THE COST ASSOCIATED WITH NEGOTIATING, OBTAINING BOARD OF SUPERVISOR APPROVAL AND ENTERING INTO THIS AGREEMENT. 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 THE TYPE OF TRANSACTION CONTEMPLATED BY THIS AGREEMENT; (2) THAT THE AMOUNT OF THE DOWN PAYMENT IS INSUFFICIENT TO COVER SELLER'S COST OF THE TYPE OF TRANSACTION CONTEMPLATED BY THIS AGREEMENT; 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 DS
RG

17. 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 from Seller 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 sole 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 all provisions of this Agreement.

18. 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 and represents and warrants that Buyer is in full compliance with the requirements thereof. Failure to fully comply with all such requirements at all time shall constitute a material breach upon which County may terminate this Agreement.

19. 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.

20. 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.

21. 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.

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. 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.

25. Assistance of Counsel. Each party hereto either had the assistance of legal counsel of its choice or had legal counsel available to it, in the negotiation for, and the execution of, this Agreement, and all related documents.

26. Required Actions of Buyer and Seller. Buyer and Seller agree to execute such reasonable instruments and documents and to take such reasonable action as may be reasonably required in order to consummate the purchase and sale herein contemplated.

27. Power and Authority. The Buyer has the legal right authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby. Buyer further represents that he has the power and authority to enter into this Agreement and the documents referenced in this Agreement and to consummate the transaction contemplated by this Agreement and otherwise to perform Buyer's obligations under this Agreement.

28. 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.

29. 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.

30. 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

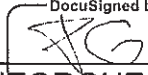
31. Counterparts and Electronic Copies. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Signatures transmitted electronically or by facsimile will be deemed original signatures. Electronic copies of this Agreement shall constitute and be deemed an original copy of this Agreement for all purposes, provided that such electronic copies are fully executed, dated and identical in form to the original hard copy version of this Agreement.

[signatures on following page.]

IN WITNESS HEREOF, the parties have executed this Agreement as of the day and year first written above.

BUYER

GHEORGHE O. PINZARU , an individual

By:  GHEORGHE O. PINZARU
DocuSigned by: 84127F399339

Upon approval of this Agreement, a signed copy will be mailed via United States Postal Service to Buyer.

SELLER

**COUNTY OF LOS ANGELES.
a body corporate and politic**

FESIA A. DAVENPORT
Chief Executive Officer

By: _____

ATTEST:

DEAN C. LOGAN
Registrar-Recorder/County Clerk

By: _____
Deputy

APPROVED AS TO FORM:
RODRIGO A. CASTRO-SILVA
COUNTY COUNSEL



Deputy

EXHIBIT A
LEGAL DESCRIPTION
PROPERTY TO BE ACQUIRED

APN: 2006-031-900 AND 901

That Part E of Box Canyon Road of Lot 28 of Block 20, in Licensed Surveyor's Map, as per Book 25, Page 28, of Licensed Surveyor's Records of Los Angeles County.

That Part E of Box Canyon Road of Lot 29 of block 20, in Licensed Surveyor's Map, as per Book 25, Page 28, of Licensed Surveyor's Records of Los Angeles County.

EXHIBIT B
LEGAL DESCRIPTION
PROPERTY CURRENTLY OWNED BY BUYER

APN: 2006-031-085

That portion of Lot 1, in Section 22, Township 2 North, Range 17 West, SBB&M, particularly described as follows:

Beginning at the Northwest corner of Lot 1, in said Section 22; thence south 550 feet to the true point of beginning; thence East 80 feet; thence South 125 feet; thence West 80 feet; thence North 125 feet to the true point of beginning. Less that portion of Box Canyon Road.

For identification purposes only, said property is designated as lots 23, 24, 25, 26 and 27, block 20, of Chatsworth Lake Manor Annex on Licensed Surveyors map recorded in Book 25 page 28 of Record of Surveys, in the Office of the County Recorder of said County.

RECORDING REQUESTED BY & MAIL TO

County of Los Angeles
Chief Executive Office
320 W. Temple St, 7th Floor
Los Angeles, CA 90012
Attention: Dean Lehman,
Senior Manager, Real Estate

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL

The undersigned hereby certifies that he is the owner of the real property described below located in unincorporated Canoga Park, County of Los Angeles, State of California that is legally described as follows:

Parcel A

APN: 2006-031-900 and 901

That Part E of Box Canyon Road of Lot 28 of Block 20, in Licensed Surveyor's Map, as per Book 25, Page 28, of Licensed Surveyor's Records of Los Angeles County.

That Part E of Box Canyon Road of Lot 29 of block 20, in Licensed Surveyor's Map, as per Book 25, Page 28, of Licensed Surveyor's Records of Los Angeles County.

Parcel B

APN: 2006-031-085

That portion of Lot 1, in Section 22, Township 2 North, Range 17 West, SBB&M, particularly described as follows:

Beginning at the Northwest corner of Lot 1, in said Section 22; thence south 550 feet to the true point of beginning; thence East 80 feet; thence South 125 feet; thence West 80 feet; thence North 125 feet to the true point of beginning. Less that portion of Box Canyon Road.

For identification purposes only, said property is designated as lots 23, 24, 25, 26 and 27, block 20, of Chatsworth Lake Manor Annex on Licensed Surveyors map recorded in Book 25 page 28 of Record of Surveys, in the Office of the County Recorder of said County.

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):

APNs: 2006-031-900, 901 and 2006-031-085 located at 9223 Chaparral Road, West Hills, CA 91304

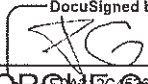
The undersigned hereby agrees and covenants with the County of Los Angeles that the above legally described real property shall be merged and held as one parcel and that no portion of Parcel A or Parcel B will be sold, conveyed, assigned, granted, or bequeathed separately.

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

Agreed to:

GHEORGHE O. PINZARU, an individual

By:  _____
GHEORGHE O. PINZARU

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 _____