COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
"Creating Community Through People, Parks and Programs"
Russ Guiney, Director

May 1, 2007

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

Dear Supervisors:

ADOPT RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT TO SUBGRANT GRANT FUNDS TO COUNTY OF LOS ANGELES FROM THE STATE WILDLIFE CONSERVATION BOARD UNDER THE RECOVERY LAND ACQUISITION GRANTS PROGRAM
(Third District – 3 Vote Matter)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the proposed actions are categorically exempt from the provisions of the California Environmental Quality Act as cited herein.
2. Adopt the attached resolution authorizing the execution of the Agreement to Subgrant, which subgrants federal grant funds to the County of Los Angeles (County) from the Wildlife Conservation Board (State).
3. Approve and authorize the Director of Parks and Recreation to execute the attached Subgrant Agreement Number SG-6009LD for the acquisition of 30+/- acres of land in the Malibu, identified as the La Sierra Canyon Project in the amount of $427,680.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow the Department of Parks and Recreation (Department) to facilitate the acquisition of 30+/- acres of land located in Malibu, APN No. 2058-010-008, in the County of Los Angeles, California for the La Sierra Canyon Project.

As the grant funds were only recently made available to the Department for this acquisition, and due to the Wildlife Conservation Board's schedule, the Department was

required to return the signed agreement within two days to allow it to appear on the Wildlife Conservation Board's May 24 agenda. The Department executed the agreement with the understanding that the Board resolution and Board authorization for the grant would be required. If your Board does not approve these actions, the Department will notify the WCB to remove the funding agreement from its agenda.

The proposed acquisition will be for the purposes of plant and wildlife habitat preservation, restoration and management, wildlife-oriented education and research, and for compatible public uses, all as may be consistent with wildlife habitat preservation and the provisions of the Grant Agreement with the Department of the Interior, acting through its Fish and Wildlife Service (the FWS) and the State of California, acting through its Department of Fish and Game, Wildlife Conservation Board (State).

Implementation of Strategic Plan Goals

Approval of the recommended actions support County Strategic Plan Goal No. 4 (Fiscal Responsibility) by increasing the Department's public/private partnerships, managing our resources effectively, and investing in the public infrastructure; Goal No. 5 (Children and Families Well-Being) by improving the health, economic well-being, safety and survival, emotional and social well-being, education/workforce readiness of the children and families of the County; and Goal No. 6 (Community Services) by improving the quality of life for residents by offering a wide range of services responsive to each community's specific needs.

FISCAL IMPACT/FINANCING

There is no impact on the General Fund. The current cost of the acquisition is currently estimated at $710,000. The State grant would provide $427,680 toward the purchase price and would be paid directly into escrow. The Department is currently working to identify the remaining funds to purchase the property and will return to your Board at a later date to appropriate the funding for both the State grant and the additional funds when they are identified. If the Department is unable to identify the remaining funds, there will be no cost to the County as the grant would simply expire

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Department of the Interior, acting through its FWS and the State of California, acting through its Department of Fish and Game, Wildlife Conservation Board (State), entered into Grant Agreement No. E-10-RL-1 to facilitate the acquisition of real property identified in the Grant Agreement.

The FWS permits the State to subgrant FWS grant funds to another state or local agency or non-profit organization (potential recipients), conditioned on the grant funds being used to acquire the identified real property and the potential recipient agreeing to accept all of the provisions and obligations set forth in the FWS Grant Agreement No. E-10-RL-1. The State is willing to enter into Subgrant Agreement No. SG-6009LD with the County to purchase the 30+/- acres of land in the County.

The grant requires a 71.2 percent match of non-federal funds, which will be accomplished through the identification of the remaining funding to complete the purchase as well as the excess value of the property and other parcels based on the appraised value.

County Counsel has approved these actions as to form.

ENVIRONMENTAL DOCUMENTATION

This acquisition is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15313, 15316 (a) and 15325 (a) of the State CEQA Guidelines and Classes 16 and 25 of the County's Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, because the acquisition provides for wildlife conservation, creation of additional parkland and preserves existing natural conditions.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed actions will not have any impact on current services or projects.

CONCLUSION

Please instruct the Executive Office-Clerk of the Board to return three conformed copies of this action to the Chief Administrative Office, Capital Projects Division, and to the Department of Parks and Recreation.

Respectfully submitted,

Russ Guiney
Director

Attachments (2)

c: Chief Administrative Officer
Executive Officer, Board of Supervisors (22)
County Counsel

RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES

AUTHORIZING EXECUTION OF AGREEMENT TO SUBGRANT GRANT FUNDS TO THE COUNTY OF LOS ANGELES FROM THE WILDLIFE CONSERVATION BOARD UNDER THE RECOVERY LAND ACQUISITION GRANTS PROGRAM

WHEREAS, the Department of the Interior, acting through its Fish and Wildlife Service (the FWS) and the State of California, acting through its Department of Fish and Game, Wildlife Conservation Board (State), have entered into Grant Agreement No. E-10-RL-1, to facilitate the acquisition of real property in the County of Los Angeles;

WHEREAS, the FWS will permit the State to subgrant FWS grant funds to another state or local agency or non-profit organization conditioned on the grant funds being used to acquire the identified real property and the recipient agreeing to accepting all of the provisions and obligations set forth in the Grant Agreement No. E-10-RL-1;

WHEREAS, the STATE is willing to enter into a Subgrant Agreement Number SG-6009LD with the County of Los Angeles (County) for the acquisition of 30+/- acres of land, located in the Malibu, in the County of Los Angeles, identified as La Sierra Canyon, as identified in the attached Subgrant Agreement No. SG-6009LD;

WHEREAS, the COUNTY agrees to acquire the property to be used for the purposes of plant and wildlife habitat preservation, restoration and management, wildlife-oriented education and research, and for compatible public uses, all as may be consistent with wildlife habitat preservation and the provisions of the Grant Agreement No. R-10-RL-1; and

WHEREAS, Government Code Section 27281 states that deeds or grants conveying any interest in or easement upon real estate to a political corporation or governmental agency for public purposes shall not be accepted for recordation without the consent of the grantee evidenced by its certificate or resolution of acceptance attached to or printed on the deed or grant.

NOW, THEREFORE, BE IT RESOLVED that the County of Los Angeles Board of Supervisors:

1. Approves the Subgrant Agreement Number SG-6009LD between the County of Los Angeles and the Wildlife Conservation Board under the Recovery Land Acquisition Grants Program.

2. Appoints the Director of Parks and Recreation to execute the Agreement on behalf of the County.

The foregoing resolution was on the ____ day of _____, 2007, adopted by the Board of Supervisors of 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.

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

By _____
Deputy

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By _____
Helen S. Parker, Principal Deputy County Counsel

AGREEMENT TO SUBGRANT

Recovery Land Acquisition Grants Program

Subgrantee's Full, Legal Name: County of Los Angeles

Subgrantee's Address: Los Angeles County Department of Parks and Recreation
433 South Vermont, Fourth Floor
Los Angeles, California 90020

Subgrantee's Phone Number: (213) 368-5823

Project Name: La Sierra Canyon

Section 6 Grant Agreement Number: E-10-RL-1 **Fiscal Year:** 2003-04

Wildlife Conservation Board Subgrant Agreement Number: SG-6009LD

Notices to be delivered to:

For Subgrantee: County of Los Angeles
Assistant Director of Parks and Recreation
433 S. Vermont, Fourth Floor
Los Angeles, California 90020

For State: Executive Director
Wildlife Conservation Board
1807-13th Street, Suite 103
Sacramento, CA 95814-7137

With copy to: Grant Coordinator
Habitat Conservation Planning Branch
Department of Fish and Game
1416 Ninth Street
Sacramento, CA 95814

Whereas, the Department of the Interior, acting through its Fish and Wildlife Service (the FWS) and the State of California, acting through its Department of Fish and Game, Wildlife Conservation Board (State), have entered into Grant Agreement No. E-10-RL-1, to facilitate the acquisition of real property identified in said Grant Agreement; and

Whereas, the FWS will permit State to subgrant FWS grant funds to another state or local agency or non-profit organization (potential recipients), conditioned on the grant funds being used to acquire the identified real property and the potential recipient agreeing to accept all of the provisions and obligations set forth in said Grant Agreement; and

Whereas, Grant Agreement No. E-10-RL-1 provides that State, with the approval of the FWS, will request the disbursement of grant funds and direct those grant funds to an escrow account currently established for the purpose of facilitating the acquisition of real property; and

Whereas, State has the responsibility to direct the deposit of grant funds to an escrow account established specifically for the purpose of purchasing the identified real property; and

Whereas, the County of Los Angeles, a County, has identified and holds an option to acquire one parcel in Los Angeles County that meet the requirements of and in fact are identified in Grant Agreement No. E-10-RL-1; and

Whereas, the County of Los Angeles is aware that the Grant Agreement provides that the non-federal share of funding, constituting seventy-one and 2/10ths percent (71.2%) of the total project cost as set forth in the Grant Agreement, must be provided as a match for the federal funds, and further, that a previously acquired property, meeting qualifications established by the FWS, may be used as a substitute for the non-federal share of funds (the in-kind match).

Now therefore, State and the County of Los Angeles agree to a subgrant of the FWS grant funds to the County of Los Angeles in accordance with the following terms and conditions.

Pursuant to Chapter 4, Division 2 (commencing with Section 1300) of the California Fish and Game Code, the Wildlife Conservation Board (the "State") hereby agrees to subgrant to the County of Los Angeles (Subgrantee) an amount not to exceed the sum of Four hundred twenty-seven six hundred eighty and 00/100ths Dollars ($427,680.00) ("Grant Funds"), subject to the terms and conditions of this Agreement to Subgrant.

1. PURPOSE OF GRANT

The Department of Fish and Game (DFG), by and through the Wildlife Conservation Board (State) is making this Subgrant, using funds granted to DFG by FWS (the Grant Funds), for the purpose of facilitating Subgrantee's acquisition of 30± acres of land, more or less, located in the County of Los Angeles, California (the "Property"). The Property is more particularly described in **Exhibit A**, which is attached hereto and made a part hereof by this reference.

Subgrantee agrees that if the Grant Funds are received and it acquires the Property, such acquisition will be for the purposes of plant and wildlife habitat preservation, restoration and management, wildlife-oriented education and research, and for compatible public uses, all as may be consistent with wildlife habitat preservation and the provisions of Grant Agreement R-10-RL-1.

2. CONDITIONS OF SUBGRANT

2.1. Conditions Precedent. As conditions precedent to State's obligation to deposit the Grant Funds in escrow:

i. Subgrantee and State understand and agree that Grant Funds will be used as purchase money only, which excludes escrow and title fees and any other fees and costs incurred to accomplish the transaction and the conveyance of the Property.

ii. Subgrantee includes as **Exhibit B** hereof a true copy of such resolution or other formal action of Subgrantee's governing Board as will provide evidence that the signatory hereto has been duly authorized to execute this Agreement to Subgrant on behalf of Subgrantee; and

iii. State shall have reviewed and approved in writing all documents pertaining to Subgrantee's acquisition of the Property, including any appraisals, preliminary title reports, agreements for purchase and sale, escrow instructions and the instruments of conveyance. Such review and approval by State shall be timely and shall not be unreasonably withheld.

iv. FWS shall provide the Grant Funds.

v. FWS shall confirm that the State funds used to acquire certain previously acquired qualifying property can be credited toward the non-federal matching funds requirement associated with the proposed transaction.

2.2. Essential Conditions. Upon the last to occur of (1) receipt of the Grant Funds and (2) acquisition of the Property, Subgrantee agrees:

i. that it will use, operate, maintain and manage the Property consistent with the "PURPOSE OF GRANT" as stated in Section 1 hereof.

ii. that Subgrantee is responsible for recognizing the cooperative nature of this project and shall provide credit to State and FWS, and any other contributor on signs, demonstrations, promotional materials, advertisements, publications or exhibits prepared by the Subgrantee referencing this project

iii. that the Property (including any portion of it or any interest in it) may not be sold, exchanged, or otherwise conveyed without the written approval of State, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained and all the Grant conditions must be passed on to any successor in interest. It may be necessary for State to obtain the approval of FWS prior to approving the conveyance from Subgrantee to another entity.

iv. that the Property (including any portion of it or interest in it) may not be used as security for any debt without the written approval of State, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. It may be necessary for State to obtain the approval of FWS prior to approving the use of the Property as security for debt.

v. that Subgrantee shall record, concurrently with close of escrow in the purchase of the Property, a Notice of Unrecorded Agreement to Subgrant, incorporating by reference this Agreement to Subgrant and giving public notice that Subgrantee received funds under this Agreement to Subgrant in order to assist Subgrantee in acquiring the Property and that, in consideration for the receipt of the Grant Funds, Subgrantee has agreed to the terms of this Agreement to Subgrant. The Notice shall be in the form attached hereto as **Exhibit C.**

vi. that at the request of State, not more than once in any calendar year, commencing at the close of escrow, Grantee shall make arrangements and secure the necessary approval, if any, to allow designated staff of Grantor and/or DFG to access the Property to assess compliance with the terms and conditions contained herein.

3. BREACH OF ESSENTIAL CONDITIONS

3.1. In the event of Subgrantee's breach of any of the Grant conditions in section 2.2, State shall give written notice to Subgrantee, describing such breach. Notice shall be deemed given when deposited in the U.S. Post Office, postage prepaid, addressed to Subgrantee, or by personal delivery to Subgrantee's place of business.

3.2. If Subgrantee does not, within ninety (90) days of notice given, cure the breach described in State's notice or, in the event the breach is not curable within said ninety (90) days or Subgrantee fails to commence such cure, then Subgrantee shall be in default ("Default") under this Agreement to Subgrant.

4. REMEDIES

In the event of a Default under this Agreement to Subgrant, FWS shall be entitled to receive one of the following as the remedy for Subgrantee's Default:

a. In the event Subgrantee decides to retain title to the Property, Subgrantee will obtain an appraisal of the Property and pay FWS an amount determined by applying FWS's percentage of participation in the cost of the original purchase to the then current fair market value of the property as indicated by the aforementioned appraisal.

b. In the event Subgrantee decides not to retain title to the Property, at the sole discretion of FWS, Subgrantee shall either:

1. Sell the Property and compensate FWS the amount computed by applying FWS's percentage of participation in the cost of the original purchase to the proceeds of the sale after deducting actual and reasonable selling expenses. If Subgrantee is directed to sell the Property, sales procedures shall be followed that provide for competition to the extent practicable and result in the highest possible return. As an alternative to compensating FWS, FWS may allow Subgrantee to use the proceeds from the sale to acquire replacement property that qualifies under the Section 6 Program.

2. Transfer property to FWS or to a third party designated/approved by FWS. Subgrantee will be paid an amount calculated by applying Subgrantee's percentage of participation in the purchase of the Property to the current fair market value of the property as determined by an appraisal to be obtained by Subgrantee and approved by FWS.

5. ADDITIONAL TERMS

5.1. Disbursement Procedure. Grant Funds will be disbursed according to the following procedure. When Subgrantee is ready to complete acquisition of the Property, Subgrantee shall request the disbursement of the Grant Funds by sending

a letter to the Executive Director of the Wildlife Conservation Board. The letter shall be signed by an authorized representative of Subgrantee and shall contain all of the following:

a. Name and address of Subgrantee;

b. Number of the Agreement to Subgrant;

c. Dollar amount of Disbursement;

d. Name, address and telephone number of the title company or escrow holder, and the escrow account number to which the Grant Funds will be disbursed; and

e. A statement by Subgrantee that all funds (exclusive of the Grant Funds to be provided under this Agreement to Subgrant) needed for completion of acquisition of the Property have been secured and have been or will be deposited to escrow at or about the same date as the requested Grant Funds. In making this statement, Subgrantee shall be entitled to reasonably rely on the representations of the transferor of the Property.

After approval of this Agreement to Subgrant by WCB, and upon receipt of the letter from Subgrantee requesting the disbursement of Grant Funds, State will promptly and timely (estimated to be forty-five (45) working days from the date the request is received) disburse or arrange for disbursement of Grant Funds into the designated escrow account.

5.2. Liability. Subgrantee agrees to indemnify, hold harmless and defend State, State of California, its officers, agents, and employees and FWS, its officers, agents, and employees against any and all claims, demands, damages, costs, expenses or liability based solely on Subgrantee's acquisition, ownership, or use of the Property, except as otherwise provided for in this Agreement to Subgrant.

5.3. Amendment. This Agreement to Subgrant may be modified only with the written approval of State and Subgrantee. No oral understanding or agreement not incorporated in this Agreement to Subgrant shall be binding on either of the parties.

5.4. Expiration.

5.4.1. Unless it has been terminated earlier as provided in section 5.5.1. hereof, this Agreement to Subgrant shall expire on December 31, 2007, if Subgrantee has not, on or before such date, closed escrow for the acquisition of the Property.

5.4.2. After close of escrow for the acquisition of the Property, unless this Agreement to Subgrant has previously expired or been terminated, this Agreement to Subgrant shall remain in full force and effect for the purpose of securing compliance with the "PURPOSE OF GRANT" provisions set forth above.

5.5. Termination.

5.5.1. Prior to the last to occur of (1) State's deposit of the Grant Funds into escrow and (2) Subgrantee's close of escrow for acquisition of the Property, either party may terminate this Agreement to Subgrant for any reason or for no reason, by providing the other party with a minimum of fifteen (15) days' written notice of such termination.

5.5.2. If and when the Property is no longer needed for the purposes of the acquisition as set forth in Section 1 of this Agreement to Subgrant and State is in agreement, Subgrantee may terminate the Agreement to Subgrant by requesting disposal instructions from FWS. Said instructions from FWS will provide for one of the following alternatives:

i. Retention of Title. Subgrantee will retain title after compensating FWS. The amount to be paid to FWS will be computed by applying FWS's percentage of participation in the cost of the original purchase to the then current fair market value of the property as determined by an appraisal to be obtained by Subgrantee and approved by FWS. FWS's percentage of participation in the cost of the property is 28.80%.

ii. Sale of Property. Sell the Property and compensate FWS. The amount to be paid to FWS will be computed by applying FWS's percentage of participation in the cost of the original purchase to the proceeds of the sale after deducting actual and reasonable selling expenses. If Subgrantee is directed to sell the Property, sales procedures shall be followed that provide for competition to the extent practicable and result in the highest possible return. As an alternative to compensating FWS and with FWS approval, Subgrantee may use the proceeds from the sale to acquire replacement property that qualifies under the Section 6 Program.

iii. Transfer of Title. Transfer title to FWS or to a third party designated/approved by FWS. The contributor of the non-federal match funds (or in the case of an in-kind match where other qualifying property is used as non-federal match credit in lieu of actual matching funds, the party that provided the funds for the purchase of said other qualifying property) will be paid an amount calculated by applying said contributor's percentage of participation in the purchase of the Property to the current fair market value of the property as determined by an appraisal to be obtained by Subgrantee and approved by FWS.

5.5.3. In the event of any termination of this Agreement to Subgrant in accordance with its terms, neither party will have any right or remedies against the other party except as provided herein and each party shall cooperate with the other party to execute such documents as may be necessary to clear title to the Property.

5.6. Authorization. This Agreement to Subgrant shall be deemed executed and effective when signed by both authorized representatives of each party and then received in the respective offices of State and Subgrantee. An authorized representative of State and Subgrantee shall sign four originals of this Agreement to Subgrant. State shall receive three completely executed originals and Subgrantee shall receive one completely executed original.

5.7. Designee. All references herein to "Subgrantee" are intended to refer to Subgrantee or its designee, successor or assignee as may be approved by State to the extent such approval is required under this Agreement to Subgrant.

6. AUDIT

Subgrantee shall maintain complete and accurate records of its actual project costs and shall retain said records throughout the term of the Agreement to Subgrant and for a period of three (3) years after final disbursement. During such time, said records shall be made available to the State of California for audit purposes during normal business hours. Expenditures not documented, and expenditures not allowed under the Agreement to Subgrant or otherwise authorized by State shall be borne by Subgrantee. The audit shall be confined to those matters connected with the Agreement to Subgrant, including but not limited to, the administration and overhead costs.

7. UNION ORGANIZING

Subgrantee, by signing this Agreement to Subgrant, hereby acknowledges the applicability of Government Code 16645 through 16649 to this Agreement to Subgrant. Furthermore, Subgrantee, by signing this Agreement to Subgrant, hereby certifies that:

7.1. No state funds disbursed by this Grant will be used to assist, promote or deter union organizing.

7.2. Subgrantee shall account for the funds disbursed for a specific expenditure by this Grant, to show those funds were allocated to that expenditure.

7.3. Subgrantee shall, where Grant Funds are not designated as described in 7.2 above, allocate, on a pro-rata basis, all disbursements that support the grant program.

7.4. If Subgrantee makes expenditures to assist, promote or deter union organizing, Subgrantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Subgrantee shall provide those records to the Attorney General upon request.

The signature of the Executive Director certifies that at the Board meeting held on May 24, 2007 the Wildlife Conservation Board authorized the award of an acquisition grant to Subgrantee as provided herein.

This Agreement to Subgrant is made and entered into this _____ day of _____, in the State of California, by and between the Wildlife Conservation Board and the County of Los Angeles, each of which does hereby agree to the terms and conditions referenced on page 1 through 8, along with Exhibits, of this Agreement to Subgrant.

STATE OF CALIFORNIA
WILDLIFE CONSERVATION BOARD

By: _____
John P. Donnelly

Title: Executive Director

Date: _____

SUBGRANTEE

By: _____
(Name)

Title: DIRECTOR

Date: 4-12-07

LEGAL DESCRIPTION

Real property in the Malibu, County of Los Angeles, State of California, described as follows:

That portion of the Southwest Quarter of Section 5, Township 1 South, Range 18 West, San Bernardino Meridian, County of Los Angeles, State of California, according to the Official Plat of said land filed in the district land office on April 4, 1900 described as follows:

Beginning at a point on the East line of said Southwest Quarter, distant thereon South 0 degrees 32'57" East 575.00 feet from the Northeast corner of said Southwest Quarter; thence North 89 degrees 33'50" West 185.00 feet; thence South 54 degrees 00'00" West 180.00 feet; thence North 56 degrees 00'00" West 80.00 feet; thence South 34 degrees 15'00" West 176.00 feet; thence South 62 degrees 05'00" West 466.00 feet; thence South 25 degrees 45'00" West 68.00 feet; thence North 82 degrees 35'00" West 384.0 feet; thence North 34 degrees 00'00" West 142.00 feet; thence North 78 degrees 30'00" West 120.00 feet; thence North 37 degrees 45'00" East 109.00 feet; thence North 73 degrees 30'00" East 115.00 feet; thence North 16 degrees 30'00" West 25.00 feet; thence South 73 degrees 30'00" West 150.00 feet; thence North 16 degrees 30'00" West 118.00 feet; thence North 0 degrees 26'10" West 130.00 feet to the true point of beginning of this description; thence South 0 degrees 26'10" West 130.00 feet; thence South 16 degrees 30'00" East 118.00 feet; thence South 37 degrees 45'00" West 170.00 feet; thence South 10 degrees 12'00" East 174.00 feet; thence South 21 degrees 00'00" West 100.00 feet; thence South 72 degrees 10'00" West 390.00 feet; thence South 17 degrees 50'00" East 58.00 feet; thence South 78 degrees 30'00" East 142.00 feet; thence South 32 degrees 40'00" East 178.00 feet; thence South 52 degrees 05'00" West 105.00 feet; thence South 82 degrees 35'00" West 70.00 feet; thence South 26 degrees 40'00" West 80.00 feet; thence South 28 degrees 55'00" East to a point on the center line of Cornell Road as conveyed to the County of Los Angeles by the deed recorded in Book 4504, Page 29 Official Records, in the Office of the County recorder of said County; thence along said center line being that certain curve shown on County Surveyors Map No. 8824, Sheet 7 of 15 as having a radius of 100 feet and a central angle of 72 degrees 36'30" Southwesterly to the Southwesterly terminus of said curve; thence continuing Southerly along said center line and tangent to said curve a distance of 107.00 feet; thence leaving said center line North 80 degrees 25'00" West to a point which bears South 89 degrees 33'50" East 410.00 feet from a point on the West line of said Southwest Quarter which is 1946.00 feet Southerly thereon from the then Northwest corner of said Southwest Quarter; thence North 89 degrees 33'50" West 410.00 feet to said point on the West line of said Southwest Quarter; thence Northerly along said West line 1226.00 feet to a point distant 720.00 feet Southerly from the Northwest corner of said Southwest Quarter; thence South 89 degrees 33'50" East 418.00 feet; thence North 43 degrees 31'00" East 250.00 feet; thence South 89 degrees 33'50" East to the true point of beginning.

Except therefrom all petroleum, oil rights, as reserved by Seminole Hot Springs, Inc., a corporation, et al., in Deed recorder October 01, 1948 in Book 28402, Page 117 Official Records.

APN: 2058-010-008

EXHIBIT B

(Board Resolution)

EXHIBIT C

Recording requested by, and)
when recorded, return to:)
)
State of California)
Wildlife Conservation Board)
Attn: Linda Drake)
1807 13th Street, Suite 103)
Sacramento, CA 95814-7137)
)

Space above this line for Recorder's use

NOTICE OF UNRECORDED AGREEMENT TO SUBGRANT

This Notice of Unrecorded Agreement to Subgrant (Notice), dated as of _____, is recorded to provide notice of an Agreement to Subgrant between the State of California, by and through the Wildlife Conservation Board ("WCB") and the County of Los Angeles ("Recipient").

RECITALS

A. On or about May 24, 2007, WCB and Recipient entered into a certain Agreement to Subgrant, Grant No. SG-6009LD, pursuant to which WCB subgranted to Recipient certain funds WCB had been granted by the United State Fish and Wildlife Service under Grant No. E-10-RL-1, dated August 1, 2003, for the acquisition of fee interest in certain real property, more particularly described in attached Exhibit A and incorporated by reference (the "Real Property").

B. Under the terms of the Subgrant, WCB reserved certain rights with respect to the Real Property.

C. Recipient is required under the terms of the Subgrant to execute this Notice to provide constructive notice to all third parties of certain of WCB's reserved rights under the Subgrant.

NOTICE

1. The Real Property (including any portion of it or any interest in it) may not be sold or exchanged without the written approval of the State of California, acting through the Executive Director of the Wildlife Conservation Board, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Subgrant was awarded are maintained.

2. The Real Property (including any portion of it or any interest in it) may not be used as security for any debt without the written approval of the State of California, acting through the Executive Director of the Wildlife Conservation Board, or its successor, provided that such approval shall not be unreasonably withheld as long as the purposes for which the Subgrant was awarded are maintained.

3. For additional terms and conditions of the Subgrant, reference should be made to the Agreement to Subgrant which is on file with the Wildlife Conservation Board, 1807 13th Street, Suite 103, Sacramento, California 95814-7137; *mailing address*: Wildlife Conservation Board, c/o Department of Fish and Game, P. O. Box 944209, Sacramento, CA 94244-2090.

RECIPIENT OF GRANT FUNDS:
County of Los Angeles

By: _____
(Name)

Title: _____

Recording requested by, and)
when recorded, return to:)
)
State of California)
Wildlife Conservation Board)
Attn: Linda Drake)
1807 13th Street, Suite 103)
Sacramento, CA 95814-7137)
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RECIPIENT OF GRANT FUNDS:
County of Los Angeles

By: _____
(Name)

Title: Chief Deputy