County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE
713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
http://cao.lacounty.gov

DAVID E. JANSSEN
Chief Administrative Officer

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

June 12, 2007

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

Dear Supervisors:

DIRECT SALE OF VARIOUS PARCELS OF COUNTY SURPLUS REAL PROPERTY TOPANGA, UNINCORPORATED LOS ANGELES COUNTY (THIRD DISTRICT) (3-VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that each of the County of Los Angeles (County) owned real properties, as shown on the attached maps and legally described in Attachment 1, are no longer necessary for County or other public purposes and that each property's estimated sales price does not exceed $100,000.

2. Approve the sale of the County's right, title and interests in the property located on Penny Road, south of Callon Drive, Topanga to adjoining landowners Kevin S. Reed and Justine E. Lewis for $36,676 and instruct the Chairman to execute the attached Quitclaim Deed (Attachment 2) and Sale and Purchase Agreement (Attachment 3).

3. Approve the sale of the County's right, title and interests in the property located on Penny Road, south of Callon Drive, Topanga to adjoining landowners Warren and Elena Roche for $24,600 and instruct the Chairman to execute the attached Quitclaim Deed (Attachment 2) and Sale and Purchase Agreement (Attachment 3).

4. Approve the sale of the County's right, title and interests in the property located on Penny Road, south of Callon Drive, Topanga to adjoining landowners Michael and Susan Lawson for $18,573 and instruct the Chairman to execute the attached Quitclaim Deed (Attachment 2) and Sale and Purchase Agreement (Attachment 3).

5. Approve the sale of the County's right, title and interest in the property located on Penny Road, south of Callon Drive, Topanga to adjoining landowners Melvin Weiss and Lu Weiss, Trustees of the 1986 Weiss Living Trust for $57,551.50 and instruct the Chairman to execute the attached Quitclaim Deed (Attachment 2) and Sale and Purchase Agreement (Attachment 3).

6. Approve the sale of the County's right, title and interests in the property located on Cheney Drive, Topanga to adjoining landowner William J. Buerge for $26,500 and instruct the Chairman to execute the attached Quitclaim Deed (Attachment 2) and Sale and Purchase Agreement (Attachment 3).

7. Approve the sale of the County's right, title and interest in the property located on Callon Drive, Topanga to adjoining landowner William J. Buerge for $6,924 and instruct the Chairman to execute the attached Quitclaim Deed (Attachment 2) and Sale and Purchase Agreement (Attachment 3).

8. Approve the sale of the County's right, title and interest in the property located on Callon Drive, Topanga to adjoining landowner Dan Zvi Bienenfeld for $32,718 and instruct the Chairman to execute the attached Quitclaim Deed (Attachment 2) and Sale and Purchase Agreement (Attachment 3).

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

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to approve the direct sale of, and convey title to, unimproved surplus County-owned real property in the Topanga Canyon area.

These parcels are part of 164 scattered acres that the County owns in the Topanga area. Of this acreage, about 108 acres are proposed to be sold to the Santa Monica Mountains Conservancy (Conservancy) in accordance with the Public Resources Code (PRC) and the remaining, such as the parcels that are the subject of this proposed Board action, will be sold to private parties on a direct basis in accordance with State law.

The individual lots that are proposed to be sold total 2.22 acres. The individual lots were acquired by the County in the 1950's as a result of property tax defaults and have never been contemplated for use or development by the County. In each instance, the prospective buyers own the adjoining property which is either vacant or is used for residential purposes. The prospective buyers will be acquiring the County's parcel subject to a restriction precluding the development of habitable structures on the parcels being acquired along with a requirement that the parcels be held as one lot with the adjoining property.

The sale of these properties will eliminate any future County exposure to liability, eliminate ongoing maintenance costs, return the properties to the tax rolls, and provide the County funds that can be allocated for the rehabilitation, purchase, or construction of other County facilities.

Implementation of Strategic Plan Goals

The proposed recommendations are consistent with the County Strategic Plan goals of service excellence and fiscal responsibility (Goals 1 and 4) by facilitating the sale of surplus real property that is responsive to the surrounding community while generating capital funds which could be used in capital projects and/or other investments in public infrastructure.

FISCAL IMPACT/FINANCING

Based upon sales of similar properties in the Topanga area, CAO staff has determined that the sale amounts for these properties represent the fair market value for these unimproved properties and that the value is appropriately discounted to reflect the deed restrictions and limitations on development that will be imposed by the County upon their transfer.

The sales prices total $203,542, averaging about $91,686 per acre. The proceeds from these sales will be deposited into the County's Asset Development Implementation Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The sale of these properties directly to private parties is authorized by Section 25526.7 of the California Government Code which authorizes the direct sale of surplus real property having an estimated sales price not exceeding $100,000.

In accordance with your Board's policy, each deed reserves the mineral rights for the property to the County. Deed restrictions will be placed upon each property prohibiting, among other things, the development of habitable structures and allowing the County the opportunity to develop fire breaks on the property in the future. Additionally, as a condition of the sale, the homeowners will be required to combine the County lots being acquired with their existing lots.

The Conservancy was notified of the County's proposed sale of these properties in accordance with the PRC Section 33207 and provided the option to purchase the property. Though the Conservancy indicated interest in purchasing a portion of the 164 acre holding, with respect to these particular properties, the Conservancy chose not to exercise its right of first refusal.

As required by Government Code Section 65402, the proposed sales were submitted to the Department of Regional Planning which has jurisdiction for determining conformance with the adopted general plan. No objection to these sales was received.

Notice was also given to the appropriate public agencies of the proposed sale as required by Government Code Section 54222. Of the responses received, none notified the County of any intent to purchase or lease the properties.

County Counsel has reviewed the sale and purchase agreements and deeds related to the respective conveyances and has approved them as to form.

ENVIRONMENTAL DOCUMENTATION

The sale of surplus property is typically exempt from the California Environmental Quality Act (CEQA). However, because the property is located in an area of critical environmental sensitivity as identified in CEQA Section 15206(b)(4), then unless certain conditions exist, which are not applicable here, the Class 12 exemption is not applicable and an environmental finding must be made.

On February 13, 2007, your Board considered the initial study of environmental factors prepared by the CAO for all surplus property sales in the Topanga area. At that time, a recommendation was adopted and a finding was made that the project, of which the subject sales are part, will not have a significant effect on the environment; that the Negative Declaration prepared for the project reflected the independent judgment of the County; and that the project would not have any adverse effect on wildlife resources. In accordance with those findings, the CAO completed and filed a Certificate of Fee Exemption for the project. No further environmental findings are required.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The sale of these properties is in the best interest of the County, in that the resulting funds from the sale can be used to finance improvements identified as part of the assessment of infrastructure needs of the County's improved real property.

CONCLUSION

It is requested that the Executive Officer, Board of Supervisors, return an executed Sale and Purchase Agreement and Quitclaim Deed for each property sold (total of seven), and two certified copies of the Minute Order, and the adopted, stamped Board letter to the CAO Real Estate Division at 222 South Hill Street, 3rd Floor, Los Angeles, CA 90012 for further processing.

Respectfully submitted,

DAVID E. JANSSEN
Chief Administrative Officer

DEJ:WLD
CB:RH:eb

Attachments (3)

c: County Counsel
Auditor-Controller

TopangaThirdSeriesSales.b

ATTACHMENT 1
LEGAL DESCRIPTIONS AND MAP

Legal Description Sale to Reed/Lewis

THAT PORTION OF LOT 15 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

LOTS 66, 67, 68, 69, 70, 72, 73, 74, 101, 102, 103, 104, 105, 106, 107, 109, 110, 111, 112, 113, AND 114 AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 20 PAGE 34 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES.

RESERVING AND EXCEPTING TO THE COUNTY OF LOS ANGELES FOR ROAD PURPOSES, BUT WITHOUT THE OBLIGATION OF THE COUNTY TO BUILD OR MAINTAIN ANY ROAD BUILT THEREON, THOSE PORTIONS OF THE ABOVE DESCRIBED LOTS WHICH ARE ENCUMBERED BY A TRAVERSING DOTTED LINE AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 20 PAGE 34 AND IN BOOK 20 PAGE 43 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES.

Legal Description Sale to Roche

THAT PORTION OF LOT 15 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

LOTS 260, 261, 262, 263, 274, 276, 334, 335, 337, 338, 339, 340, 341 AND 342 AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 20 PAGE 43 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES.

RESERVING AND EXCEPTING TO THE COUNTY OF LOS ANGELES FOR ROAD PURPOSES, BUT WITHOUT THE OBLIGATION OF THE COUNTY TO BUILD OR MAINTAIN ANY ROAD BUILT THEREON, THOSE PORTIONS OF THE ABOVE DESCRIBED LOTS WHICH ARE ENCUMBERED BY A TRAVERSING DOTTED LINE AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 20 PAGE 34 AND IN BOOK 20 PAGE 43 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES.

Legal Description Sale to Lawson

THAT PORTION OF LOTS 15 AND 16 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

LOTS 278, 283, 284, 330, 331, 332 AND 333 AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 20 PAGE 43 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES.

RESERVING AND EXCEPTING TO THE COUNTY OF LOS ANGELES FOR ROAD PURPOSES, BUT WITHOUT THE OBLIGATION OF THE COUNTY TO BUILD OR MAINTAIN ANY ROAD BUILT THEREON, THOSE PORTIONS OF THE ABOVE DESCRIBED LOTS WHICH ARE ENCUMBERED BY A TRAVERSING DOTTED LINE AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 20 PAGE 34 AND IN BOOK 20 PAGE 43 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES.

Legal Description Sale to Weiss

THAT PORTION OF LOTS 15 AND 16 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

LOTS 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 59, 60, 61, 62, 63, 64 AND 65 AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 20 PAGE 34 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES.

RESERVING AND EXCEPTING TO THE COUNTY OF LOS ANGELES FOR ROAD PURPOSES, BUT WITHOUT THE OBLIGATION OF THE COUNTY TO BUILD OR MAINTAIN ANY ROAD BUILT THEREON, THOSE PORTIONS OF THE ABOVE DESCRIBED LOTS WHICH ARE ENCUMBERED BY A TRAVERSING DOTTED LINE AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 20 PAGE 34 AND IN BOOK 20 PAGE 43 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES.

Legal Description Sale to Buerge, Cheney Drive

THAT PORTION OF LOT 8 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41, PAGES 7 TO 20 OF MAPS, RECORDED WITH THE REGISTRAR-RECORDER OF LOS ANGELES COUNTY DESCRIBED AS FOLLOWS:

LOTS 39, 40, AND 53 AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 44, PAGES 36 AND 37 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES.

Legal Description Sale to Buerge, Callon Drive

THAT PORTION OF LOT 14 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

LOT 25 AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 44 PAGES 25 THROUGH 27 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES.

THAT PORTION OF LOT 15 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

LOTS 96 AND 98 AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 20 PAGE 43 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES.

Legal Decription Sale to Bienenfeld

THAT PORTION OF LOT 14 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

LOTS 11, 12, 37, 38, 125, AND 160 AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 44 PAGES 25, 26, AND 27 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES.

SEE MAP 560
590
SEE MAP 589
SEE MAP 591
SEE MAP 630
© 2007 Rand McNally & Company
CALB
GLENVIEW
91356
90290
90272
LOS ANGELES
SYLVIA PARK
TOPANGA
FERNWOOD
TOPANGA CANYON BLVD
TOPANGA COMMUNITY HOUSE
TRIPPET RANCH
SANTA YNEZ CANYON PARK
NATIONAL PARK SERVICE
T1N
T1S
R17W
R16W
SITE
SITE
FIRE
FIRE
FIR

ATTACHMENT 2
QUITCLAIM DEEDS

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

Kevin S. Reed/ Justine E. Lewis
1432 Penny Road
Topanga, CA 90290

Space above this line for Recorder's use

TAX PARCELS: 4442-022-902 (PORTION); 4442-022-903; 4442-022-904

DOCUMENTARY TRANSFER TAX

COUNTY OF LOS ANGELES $_____

CITY OF _____ $_____

TOTAL TAX $_____

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

_____
Signature of Declarant or Agent determining tax.

COUNTY OF LOS ANGELES
Firm Name

QUITCLAIM DEED

The **COUNTY OF LOS ANGELES, a body corporate and politic**, for the sum of Thirty Six Thousand Six Hundred Seventy Six and NO/100 Dollars ($36,676.00) receipt of which is hereby acknowledged, does hereby surrender, quitclaim and release to:

Kevin S. Reed and Justine E. Lewis, as joint tenants

all of the County's right, title and interest in and to the described real property ("Property") reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the Property without the right to the use of the surface or subsurface to a depth of five hundred (500) feet, measured vertically from the surface of the Property.

The Property is located in the Topanga area of the Unincorporated Territory of the County of Los Angeles, State of California and is more particularly described in the attached Exhibit A which is incorporated herein by reference as though set forth in full.

SUBJECT TO AND BUYER TO ASSUME:
a. All taxes, interest, penalties, and assessments of record, if any.
b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
c. The restrictions and covenants outlined in Exhibit B attached hereto and incorporated herein by this reference.

Dated_____

COUNTY OF LOS ANGELES

COLA LOG NO. _____

By_____
Michael D. Antonovich
Mayor, Los Angeles County

STATE OF CALIFORNIA))
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this _____ day of _____, 2006, the facsimile signature of _____, Mayor, Los Angeles County was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

SACHI A. HAMAI, Executive Officer
Board of Supervisors, County of Los Angeles

By_____

APPROVED AS TO FORM:

RAYMOND G. FORTNER
County Counsel

By Stephanie Brooks
Deputy

EXHIBIT A
LEGAL DESCRIPTION

THAT PORTION OF LOT 15 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

LOTS 66, 67, 68, 69, 70, 72, 73, 73, 74, 101, 102, 103, 104, 105, 106, 107, 109, 110, 111, 112, 113, AND 114 AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 20 PAGE 34 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES.

RESERVING AND EXCEPTING TO THE COUNTY OF LOS ANGELES FOR ROAD PURPOSES, BUT WITHOUT THE OBLIGATION OF THE COUNTY TO BUILD OR MAINTAIN ANY ROAD BUILT THEREON, THOSE PORTIONS OF THE ABOVE DESCRIBED LOTS WHICH ARE ENCUMBERED BY A TRAVERSING DOTTED LINE AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 20 PAGE 34 AND IN BOOK 20 PAGE 43 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES.

Deed Restrictions

1. At no time and under no circumstances shall Habitable Structures, as that term is defined herein, be constructed on the Property;
2. The Property shall be subject to the right in perpetuity of the County of Los Angeles or its assignees to use portions of the Property for Fire Break Construction, as that term is defined herein;
3. At no time shall the Property be used for commercial agricultural purposes, including, but not limited to, development of vineyards, clearing, and/or irrigating the land for the purpose of growing crops for sale or inclusion in a commercial product or use of chemicals for the purpose of promoting the growth of plant life except those chemicals typically used for care and maintenance of a home garden or landscape features;
4. Any lighting installed upon the Property must use low intensity directional lighting and screening to minimize light spillover and glare onto residential neighborhoods and park lands, thereby preserving, to the extent consistent with public safety, a natural night sky. Night lighting of outdoor recreational specialty courts, such as tennis courts, is expressly prohibited by this language;
5. Except as provided in subsection (b) below, fences higher than six (6) feet shall not be installed on any part of the Property;
6. The Property, along with property currently owned by Buyer, as identified in the COVENANT AND AGREEMENT TO HOLD AS ONE PARCEL, will be merged and held as one (1) parcel by the Buyer and no portion of the Property will be sold, conveyed, assigned, granted, or bequeathed separately. Except for this subsection 6, Buyer's Property shall not be subject to any portion of the use restrictions contained in this Exhibit B. ;
7. The use of any portion of the Property for the purposes of Transfer Development Credit, or for any purpose associated with allowing the increased development of other property located in California, is expressly prohibited; and
8. In the event that County of Los Angeles determines that these restrictions are not being complied with ("Default Condition"), written notice shall be given to the record owner of the Property and the owner shall have thirty (30) days from the date of the notice to cure the Default Condition, provided that if the nature of the Default Condition is such that it cannot reasonably be cured within such thirty (30) day period, and such cure is commenced within such thirty (30) day period and thereafter diligently prosecuted to completion, additional time to cure as determined by County of Los Angeles will be allowed. If the Default Condition is not so cured, then all right, title, and interest to the Property shall revert back to County of Los Angeles without further action by County of Los Angeles. The record owner shall relinquish possession and execute a quit claim deed conveying the Property to County of Los Angeles upon request. In no event shall County of Los Angeles have the right to take title to the Buyer's Property.

The defined terms are as follows:

(a) Habitable Structure is any enclosed structure having any type of plumbing fixtures or food preparation area, including, but not limited to, (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves, or other equipment for the purpose of preparing food; and (2) bathroom facilities including toilets, sinks, tubs, and showers.

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

RECORDING REQUESTED BY:
County of Los Angeles

AND MAIL TO:

Warren Roche
20277 W. Rochemont Drive
Topanga, CA 90290

Space above this line for Recorder's use

DOCUMENTARY TRANSFER TAX

COUNTY OF LOS ANGELES $_____

CITY OF _____ $_____

TOTAL TAX $_____

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

_____
Signature of Declarant or Agent determining tax.

COUNTY OF LOS ANGELES
Firm Name

TAX PARCEL: 4442-017-901 (PORTION)

QUITCLAIM DEED

The **COUNTY OF LOS ANGELES, a body corporate and politic**, for the sum of Twenty Four Thousand Six Hundred and NO/100 Dollars, ($24,600.00) receipt of which is hereby acknowledged, does hereby surrender, quitclaim and release to:

Warren W. Roche and Elena M. Roche, husband and wife as community property with right of survivorship

("Buyer") all of the County's right, title and interest in and to the described real property, ("Property") reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the Property without the right to the use of the surface or subsurface to a depth of 500 feet, measured vertically from the surface of the Property.

The Property is located in the Topanga area of the Unincorporated Territory of the County of Los Angeles, State of California and is more particularly described in the attached Exhibit A which is incorporated herein by reference as though set forth in full.

SUBJECT TO AND BUYER TO ASSUME:

a. All taxes, interest, penalties and assessments of record, if any.
b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
c. The restrictions and covenants outlined in Exhibit B attached hereto and incorporated herein by this reference.

Dated_____

COUNTY OF LOS ANGELES

COLA LOG NO. _____

By_____
Zev Yaroslavsky
Chairman, Board of Supervisors

STATE OF CALIFORNIA))
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this _____ day of _____, 2007, the facsimile signature of _____, Chairman, Board of Supervisors was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

SACHI A. HAMAI, Executive Officer
Board of Supervisors, County of Los Angeles

By_____

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By Stephanie Brody
Deputy

EXHIBIT A
LEGAL DESCRIPTION

THAT PORTION OF LOT 15 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

LOTS 260, 261, 262, 263, 274, 276, 334, 335, 337, 338, 339, 340, 341, AND 342 AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 20 PAGE 43 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES.

RESERVING AND EXCEPTING TO THE COUNTY OF LOS ANGELES FOR ROAD PURPOSES, BUT WITHOUT THE OBLIGATION OF THE COUNTY TO BUILD OR MAINTAIN ANY ROAD BUILT THEREON, THOSE PORTIONS OF THE ABOVE DESCRIBED LOTS WHICH ARE ENCUMBERED BY A TRAVERSING DOTTED LINE AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 20 PAGE 34 AND IN BOOK 20 PAGE 43 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES.

Deed Restrictions

1. at no time and under no circumstances shall Habitable Structures, as that term is defined herein, be constructed on the Property;
2. the Property shall be subject to the right in perpetuity of the County of Los Angeles or its assignees to use portions of the Property for Fire Break Construction as that term is defined herein;
3. at no time shall the Property be used for commercial agricultural purposes, including, but not limited to, development of vineyards, clearing and/or irrigating the land for the purpose of growing crops for sale or inclusion in a commercial product or use of chemicals for the purpose of promoting the growth of plant life except those chemicals typically used for care and maintenance of a home garden or landscape features;
4. any lighting installed upon the Property must use low intensity directional lighting and screening to minimize light spillover and glare onto residential neighborhoods and park lands, thereby preserving to the extent consistent with public safety, a natural night sky. Night lighting of outdoor recreational specialty courts such as tennis courts is expressly prohibited by this language;
5. except as provided in subsection (b) below, fences higher than six (6) feet shall not be installed on any part of the Property;
6. the Property, along with property currently owned by Buyer as identified in the COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL which has been recorded concurrently with this document ("Buyer's Property") and is incorporated herein by reference, will be held as one parcel by the Buyer and no portion of the Property will be sold, conveyed, assigned, granted, or bequeathed separately. Except for this subsection 6, Buyer's Property shall not be subject to any of the use restrictions contained in this Exhibit B;
7. the use of any portion of the Property for the purposes of Transfer Development Credit, or for any purpose associated with allowing the increased development of other property located in California, is expressly prohibited; and
8. in the event that Seller determines that these restrictions are not being complied with ("Default Condition"), written notice shall be given to the record owner of the Property and the owner shall have 30 days from the date of the notice to cure the Default Condition, provided that if the nature of the Default Condition is such that it cannot reasonably be cured within such 30 day period, and such cure is commenced within such 30 day period and thereafter diligently prosecuted to completion, additional time to cure as determined by County will be allowed. If the Default Condition is not so cured, then all right, title and interest in and to the Property shall revert back to Seller without further action by Seller. The record owner shall relinquish possession and execute a quit claim deed conveying the Property to Seller upon request. In no event shall Seller have the right to take title to the Buyer's Property.

The defined terms are as follows:

(a) Habitable Structure: is defined as any enclosed structure having any type of plumbing fixtures or food preparation area, including but not limited to: (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves or other equipment for the purpose of preparing food and; (2) bathroom facilities including toilets, sinks, tubs and showers.

(b) Fire Break Construction: is defined as construction of walls of varying height and width using any type of fire resistant building materials. Construction of such walls will be within 5 feet of the nearest property line of the Property.

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

Michael and Susan Lawson
5052 Cederlawn Drive
Placentia, CA 92870

Space above this line for Recorder's use

DOCUMENTARY TRANSFER TAX

COUNTY OF LOS ANGELES $_____

CITY OF _____ $_____

TOTAL TAX $_____

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

_____
Signature of Declarant or Agent determining tax.

COUNTY OF LOS ANGELES
Firm Name

TAX PARCEL: 4442-017-901 (PORTION)

QUITCLAIM DEED

The **COUNTY OF LOS ANGELES, a body corporate and politic**, for the sum of Eighteen Thousand Five Hundred Seventy Three And NO/100 Dollars, ($18,573.00) receipt of which is hereby acknowledged, does hereby surrender, quitclaim and release to:

Michael and Susan Lawson

("Buyer") all of the County's right, title and interest in and to the described real property, ("Property") reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the Property without the right to the use of the surface or subsurface to a depth of five hundred (500) feet, measured vertically from the surface of the Property.

The Property is located in the Topanga area of the Unincorporated Territory of the County of Los Angeles, State of California and is more particularly described in the attached Exhibit A which is incorporated herein by reference as though set forth in full.

SUBJECT TO AND BUYER TO ASSUME:

a. All taxes, interest, penalties, and assessments of record, if any.
b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
c. The restrictions and covenants outlined in Exhibit B attached hereto and incorporated herein by this reference.

Dated_____

COUNTY OF LOS ANGELES

COLA LOG NO. _____

By_____
Zev Yaroslavsky
Chairman, Board of Supervisors

STATE OF CALIFORNIA))
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this _____ day of _____, 2007, the facsimile signature of _____, Chairman, Board of Supervisors was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

SACHI A. HAMAI, Executive Officer
Board of Supervisors, County of Los Angeles

By_____

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By Stephen Brody
Deputy

EXHIBIT A
LEGAL DESCRIPTION

APN: 4442-017-901 (PORTION)

THAT PORTION OF LOTS 15 AND 16 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

LOTS 278, 283, 284, 330, 331, 332 AND 333 AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 20 PAGE 43 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES.

RESERVING AND EXCEPTING TO THE COUNTY OF LOS ANGELES FOR ROAD PURPOSES, BUT WITHOUT THE OBLIGATION OF THE COUNTY TO BUILD OR MAINTAIN ANY ROAD BUILT THEREON, THOSE PORTIONS OF THE ABOVE DESCRIBED LOTS WHICH ARE ENCUMBERED BY A TRAVERSING DOTTED LINE AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 20 PAGE 34 AND IN BOOK 20 PAGE 43 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES.

Deed Restrictions

1. At no time and under no circumstances shall Habitable Structures, as that term is defined herein, be constructed on the Property;
2. The Property shall be subject to the right in perpetuity of the County of Los Angeles or its assignees to use portions of the Property for Fire Break Construction as that term is defined herein;
3. At no time shall the Property be used for commercial agricultural purposes, including, but not limited to, development of vineyards, clearing and/or irrigating the land for the purpose of growing crops for sale or inclusion in a commercial product or use of chemicals for the purpose of promoting the growth of plant life except those chemicals typically used for care and maintenance of a home garden or landscape features;
4. Any lighting installed upon the Property must use low intensity directional lighting and screening to minimize light spillover and glare onto residential neighborhoods and park lands, thereby preserving, to the extent consistent with public safety, a natural night sky. Night lighting of outdoor recreational specialty courts, such as tennis courts, is expressly prohibited by this language;
5. Except as provided in subsection (b) below, fences higher than six (6) feet shall not be installed on any part of the Property;
6. The Property, along with property currently owned by Buyer as identified in the COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL which has been recorded concurrently with this document ("Buyer's Property") and is incorporated herein by reference, will be held as one (1)parcel by the Buyer and no portion of the Property will be sold, conveyed, assigned, granted, or bequeathed separately. Except for this subsection 6, Buyer's Property shall not be subject to any of the use restrictions contained in this Exhibit B;
7. The use of any portion of the Property for the purposes of Transfer Development Credit, or for any purpose associated with allowing the increased development of other property located in California, is expressly prohibited; and
8. In the event that County of Los Angeles determines that these restrictions are not being complied with ("Default Condition"), written notice shall be given to the record owner of the Property and the owner shall have thirty (30) days from the date of the notice to cure the Default Condition, provided that if the nature of the Default Condition is such that it cannot reasonably be cured within such thirty (30) day period, and such cure is commenced within such thirty (30) day period and thereafter diligently prosecuted to completion, additional time to cure as determined by County will be allowed. If the Default Condition is not so cured, then all right, title, and interest in and to the Property shall revert back to County of Los Angeles without further action by County of Los Angeles. The record owner shall relinquish possession and execute a quit claim deed conveying the Property to County of Los Angeles upon request. In no event shall County of Los Angeles have the right to take title to the Buyer's Property.

The defined terms are as follows:

(a) Habitable Structure is any enclosed structure having any type of plumbing fixtures or food preparation area, including, but not limited to, (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves, or other equipment for the purpose of preparing food; and (2) bathroom facilities including toilets, sinks, tubs, and showers.

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

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

Melvin Weiss
3945 East Boulevard
Los Angeles, CA 90066

Space above this line for Recorder's use

TAX PARCEL: 4442-022-902 (PORTION)

QUITCLAIM DEED

DOCUMENTARY TRANSFER TAX

COUNTY OF LOS ANGELES $_____

CITY OF _____ $_____

TOTAL TAX $_____

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

_____
Signature of Declarant or Agent determining tax.

COUNTY OF LOS ANGELES
Firm Name

The **COUNTY OF LOS ANGELES, a body corporate and politic**, for the sum of Fifty Seven Thousand Five Hundred Fifty One and 50/100 Dollars, ($57,551.50) receipt of which is hereby acknowledged, does hereby surrender, quitclaim and release to:

Melvin Weiss and Lu Weiss, Trustees of the 1986 Weiss Living Trust

("Buyer") all of the County's right, title and interest in and to the described real property, ("Property") reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the Property without the right to the use of the surface or subsurface to a depth of five hundred (500) feet, measured vertically from the surface of the Property.

The Property is located in the Topanga area of the Unincorporated Territory of the County of Los Angeles, State of California and is more particularly described in the attached Exhibit A which is incorporated herein by reference as though set forth in full.

SUBJECT TO AND BUYER TO ASSUME:

a. All taxes, interest, penalties, and assessments of record, if any.
b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
c. The restrictions and covenants outlined in Exhibit B attached hereto and incorporated herein by this reference.

Dated_____

COUNTY OF LOS ANGELES

COLA LOG NO. _____

By_____
Zev Yaroslavsky
Chairman, Board of Supervisors

STATE OF CALIFORNIA))
) ss.

COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this _____ day of _____, 2007, the facsimile signature of _____, Chairman, Board of Supervisors was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

SACHI A. HAMAI, Executive Officer
Board of Supervisors, County of Los Angeles

By_____

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By Stephi Brady
Deputy

EXHIBIT A
LEGAL DESCRIPTION

APN: 4442-022-902 (PORTION)

THAT PORTION OF LOTS 15 AND 16 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

LOTS 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 59, 60, 61, 62, 63, 64 AND 65 AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 20 PAGE 34 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES.

RESERVING AND EXCEPTING TO THE COUNTY OF LOS ANGELES FOR ROAD PURPOSES, BUT WITHOUT THE OBLIGATION OF THE COUNTY TO BUILD OR MAINTAIN ANY ROAD BUILT THEREON, THOSE PORTIONS OF THE ABOVE DESCRIBED LOTS WHICH ARE ENCUMBERED BY A TRAVERSING DOTTED LINE AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 20 PAGE 34 AND IN BOOK 20 PAGE 43 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES.

Deed Restrictions

1. At no time and under no circumstances shall Habitable Structures, as that term is defined herein, be constructed on the Property;
2. the Property shall be subject to the right in perpetuity of the County of Los Angeles or its assignees to use portions of the Property for Fire Break Construction as that term is defined herein;
3. At no time shall the Property be used for commercial agricultural purposes, including, but not limited to, development of vineyards, clearing and/or irrigating the land for the purpose of growing crops for sale or inclusion in a commercial product or use of chemicals for the purpose of promoting the growth of plant life except those chemicals typically used for care and maintenance of a home garden or landscape features;
4. Any lighting installed upon the Property must use low intensity directional lighting and screening to minimize light spillover and glare onto residential neighborhoods and park lands, thereby preserving, to the extent consistent with public safety, a natural night sky. Night lighting of outdoor recreational specialty courts, such as tennis courts, is expressly prohibited by this language;
5. Except as provided in subsection (b) below, fences higher than six (6) feet shall not be installed on any part of the Property;
6. The Property, along with property currently owned by Buyer as identified in the COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL which has been recorded concurrently with this document ("Buyer's Property") and is incorporated herein by reference, will be held as one (1) parcel by the Buyer and no portion of the Property will be sold, conveyed, assigned, granted, or bequeathed separately. Except for this subsection 6, Buyer's Property shall not be subject to any of the use restrictions contained in this Exhibit B;
7. The use of any portion of the Property for the purposes of Transfer Development Credit, or for any purpose associated with allowing the increased development of other property located in California, is expressly prohibited; and
8. In the event that County of Los Angeles determines that these restrictions are not being complied with ("Default Condition"), written notice shall be given to the record owner of the Property and the owner shall have thirty (30) days from the date of the notice to cure the Default Condition, provided that if the nature of the Default Condition is such that it cannot reasonably be cured within such thirty (30) day period, and such cure is commenced within such thirty (30) day period and thereafter diligently prosecuted to completion, additional time to cure as determined by County will be allowed. If the Default Condition is not so cured, then all right, title, and interest in and to the Property shall revert back to County of Los Angeles without further action by County of Los Angeles. The record owner shall relinquish possession and execute a quit claim deed conveying the Property to County of Los Angeles upon request. In no event shall County of Los Angeles have the right to take title to the Buyer's Property.

The defined terms are as follows:

(a) Habitable Structure is any enclosed structure having any type of plumbing fixtures or food preparation area, including, but not limited to, (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves, or other equipment for the purpose of preparing food; and (2) bathroom facilities including toilets, sinks, tubs, and showers.

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

RECORDING REQUESTED BY:
County of Los Angeles

AND MAIL TO:

William J. Buerge
20421 Callon Drive
Topanga, CA 90290

Space above this line for Recorder's use

TAX PARCEL: 4441-005-901 (PORTION)

DOCUMENTARY TRANSFER TAX

COUNTY OF LOS ANGELES $_____

CITY OF _____ $_____

TOTAL TAX $_____

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

_____
Signature of Declarant or Agent determining tax.

COUNTY OF LOS ANGELES
Firm Name

QUITCLAIM DEED

The **COUNTY OF LOS ANGELES, a body corporate and politic**, ("Seller" or "County of Los Angeles") for the sum of Twenty Six Thousand Five Hundred and NO/100 Dollars, ($26,500.00) receipt of which is hereby acknowledged, does hereby surrender, quitclaim and release to:

William J. Buerge

("Buyer") all of the County's right, title and interest in and to the described real property, ("Property") reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the Property without the right to the use of the surface or subsurface to a depth of 500 feet, measured vertically from the surface of the Property.

The Property is located in the Topanga area of the Unincorporated Territory of the County of Los Angeles, State of California and is more particularly described in the attached Exhibit A which is incorporated herein by reference as though set forth in full.

SUBJECT TO AND BUYER TO ASSUME:

a. All taxes, interest, penalties and assessments of record, if any.
b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
c. The restrictions and covenants outlined in Exhibit B attached hereto and incorporated herein by this reference.

Dated_____

COUNTY OF LOS ANGELES

COLA LOG NO. _____

By_____
Zev Yaroslavsky
Chairman, Board of Supervisors

STATE OF CALIFORNIA))
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this _____ day of _____, 2007, the facsimile signature of _____, Chairman, Board of Supervisors was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

SACHI A. HAMAI, Executive Officer
Board of Supervisors, County of Los Angeles

By_____

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By Stephanie Brody
Deputy

EXHIBIT A
LEGAL DESCRIPTION

APN: 4441-005-901 (PORTION)

That portion of Lot 8 of Tract No. 3729 as per map recorded in Book 41, pages 7 to 20 of Maps, recorded with the Registrar-Recorder of Los Angeles County described as follows:

Lots 39, 40, and 53 as shown on Record of Survey Map filed in Book 44, pages 36 and 37 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

EXHIBIT B
RESTRICTIONS AND COVENANTS

Deed Restrictions

1. At no time and under no circumstances shall Habitable Structures, as that term is defined herein, be constructed on the Property;
2. The Property shall be subject to the right in perpetuity of the County of Los Angeles or its assignees to use portions of the Property for Fire Break Construction as that term is defined herein;
3. At no time shall the Property be used for commercial agricultural purposes, including, but not limited to, development of vineyards, clearing and/or irrigating the land for the purpose of growing crops for sale or inclusion in a commercial product or use of chemicals for the purpose of promoting the growth of plant life except those chemicals typically used for care and maintenance of a home garden or landscape features;
4. Any lighting installed upon the Property must use low intensity directional lighting and screening to minimize light spillover and glare onto residential neighborhoods and park lands, thereby preserving to the extent consistent with public safety, a natural night sky. Night lighting of outdoor recreational specialty courts, such as tennis courts, is expressly prohibited by this language;
5. Except as provided in subsection (b) below, fences higher than six (6) feet shall not be installed on any part of the Property;
6. The Property, along with property currently owned by Buyer as identified in the COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL which has been recorded concurrently with this document ("Buyer's Property") and is incorporated herein by reference, will be held as one parcel by the Buyer and no portion of the Property will be sold, conveyed, assigned, granted, or bequeathed separately. Except for this subsection 6, Buyer's Property shall not be subject to any of the use restrictions contained in this Exhibit B;
7. The use of any portion of the Property for the purposes of Transfer Development Credit, or for any purpose associated with allowing the increased development of other property located in California, is expressly prohibited; and
8. In the event that Seller determines that these restrictions are not being complied with ("Default Condition"), written notice shall be given to the record owner of the Property and the owner shall have thirty (30) days from the date of the notice to cure the Default Condition, provided that if the nature of the Default Condition is such that it cannot reasonably be cured within such thirty (30) day period, and such cure is commenced within such thirty (30) day period and thereafter diligently prosecuted to completion, additional time to cure as determined by County will be allowed. If the Default Condition is not so cured, then all right, title, and interest in and to the Property shall revert back to Seller without further action by Seller. The record owner shall relinquish possession and execute a quitclaim deed conveying the Property to Seller upon request. In no event shall Seller have the right to take title to the Buyer's Property.

The defined terms are as follows:

(a) Habitable Structure is defined as any enclosed structure having any type of plumbing fixtures or food preparation area, including, but not limited to, (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves, or other equipment for the purpose of preparing food; and (2) bathroom facilities including toilets, sinks, tubs, and showers.

(b) Fire Break Construction is defined as construction of walls of varying height and width using any type of fire resistant building materials. Construction of such walls will be within five (5) feet of the nearest property line of the Property.

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

William J. Buerge
20442 Callon Drive
Topanga, CA 90290

_____ Space above this line for Recorder's use _____

TAX PARCEL: 4441-015-901 (PORTION), 4442-013-902, AND 4442-013-903

QUITCLAIM DEED

DOCUMENTARY TRANSFER TAX

COUNTY OF LOS ANGELES $_____

CITY OF _____ $_____

TOTAL TAX $_____

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

_____
Signature of Declarant or Agent determining tax.

COUNTY OF LOS ANGELES
Firm Name

The **COUNTY OF LOS ANGELES, a body corporate and politic**, for the sum of Six Thousand Nine Hundred Twenty Four and NO/100 Dollars, ($6,924.00) receipt of which is hereby acknowledged, does hereby surrender, quitclaim, and release to:

William J. Buerge

("Buyer") all of the County's right, title and interest in and to the described real property, ("Property") reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the Property without the right to the use of the surface or subsurface to a depth of five hundred (500) feet, measured vertically from the surface of the Property.

The Property is located in the Topanga area of the Unincorporated Territory of the County of Los Angeles, State of California and is more particularly described in the attached Exhibit A which is incorporated herein by reference as though set forth in full.

SUBJECT TO AND BUYER TO ASSUME:

a. All taxes, interest, penalties, and assessments of record, if any.
b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
c. The restrictions and covenants outlined in Exhibit B attached hereto and incorporated herein by this reference.

Dated_____

COUNTY OF LOS ANGELES

COLA LOG NO. _____

By_____
Zev Yaroslavsky
Chairman, Board of Supervisors

STATE OF CALIFORNIA))
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this _____ day of _____, 2007, the facsimile signature of _____, Chairman, Board of Supervisors was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

SACHI A. HAMAI, Executive Officer
Board of Supervisors, County of Los Angeles

By_____

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By Stephanie Brody
Deputy

EXHIBIT A
LEGAL DESCRIPTION

APN: 4441-015-901 (PORTION), 4442-013-902, AND 4442-013-903

THAT PORTION OF LOT 14 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

LOT 25 AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 44 PAGES 25 THROUGH 27 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES.

THAT PORTION OF LOT 15 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

LOTS 96 AND 98 AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 20 PAGE 43 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES.

Deed Restrictions

1. At no time and under no circumstances shall Habitable Structures, as that term is defined herein, be constructed on the Property;
2. the Property shall be subject to the right in perpetuity of the County of Los Angeles or its assignees to use portions of the Property for Fire Break Construction as that term is defined herein;
3. At no time shall the Property be used for commercial agricultural purposes, including, but not limited to, development of vineyards, clearing and/or irrigating the land for the purpose of growing crops for sale or inclusion in a commercial product or use of chemicals for the purpose of promoting the growth of plant life except those chemicals typically used for care and maintenance of a home garden or landscape features;
4. Any lighting installed upon the Property must use low intensity directional lighting and screening to minimize light spillover and glare onto residential neighborhoods and park lands, thereby preserving, to the extent consistent with public safety, a natural night sky. Night lighting of outdoor recreational specialty courts, such as tennis courts, is expressly prohibited by this language;
5. Except as provided in subsection (b) below, fences higher than six (6) feet shall not be installed on any part of the Property;
6. The Property, along with property currently owned by Buyer as identified in the COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL which has been recorded concurrently with this document ("Buyer's Property") and is incorporated herein by reference, will be held as one (1) parcel by the Buyer and no portion of the Property will be sold, conveyed, assigned, granted, or bequeathed separately. Except for this subsection 6, Buyer's Property shall not be subject to any of the use restrictions contained in this Exhibit B;
7. The use of any portion of the Property for the purposes of Transfer Development Credit, or for any purpose associated with allowing the increased development of other property located in California, is expressly prohibited; and
8. In the event that County of Los Angeles determines that these restrictions are not being complied with ("Default Condition"), written notice shall be given to the record owner of the Property and the owner shall have thirty (30) days from the date of the notice to cure the Default Condition, provided that if the nature of the Default Condition is such that it cannot reasonably be cured within such thirty (30) day period, and such cure is commenced within such thirty (30) day period and thereafter diligently prosecuted to completion, additional time to cure as determined by County will be allowed. If the Default Condition is not so cured, then all right, title, and interest in and to the Property shall revert back to County of Los Angeles without further action by County of Los Angeles. The record owner shall relinquish possession and execute a quit claim deed conveying the Property to County of Los Angeles upon request. In no event shall County of Los Angeles have the right to take title to the Buyer's Property.

The defined terms are as follows:

(a) Habitable Structure is any enclosed structure having any type of plumbing fixtures or food preparation area, including, but not limited to, (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves, or other equipment for the purpose of preparing food; and (2) bathroom facilities including toilets, sinks, tubs, and showers.

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

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

Daniel Zvi Bienenfeld
P.O. Box 619
Pacific Palisades, CA 90272

_____ Space above this line for Recorder's use _____

TAX PARCEL: 4441-015-901 (PORTION)

QUITCLAIM DEED

DOCUMENTARY TRANSFER TAX

COUNTY OF LOS ANGELES $_____

CITY OF _____ $_____

TOTAL TAX $_____

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

_____
Signature of Declarant or Agent determining tax.

COUNTY OF LOS ANGELES
Firm Name

The **COUNTY OF LOS ANGELES, a body corporate and politic**, for the sum of Thirty Two Thousand Seven Hundred Eighteen and NO/100 Dollars, ($32,718.00) receipt of which is hereby acknowledged, does hereby surrender, quitclaim, and release to:

Daniel Zvi Bienenfeld, an unmarried man

("Buyer") all of the County's right, title and interest in and to the described real property, ("Property") reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the Property without the right to the use of the surface or subsurface to a depth of five hundred (500) feet, measured vertically from the surface of the Property.

The Property is located in the Topanga area of the Unincorporated Territory of the County of Los Angeles, State of California and is more particularly described in the attached Exhibit A which is incorporated herein by reference as though set forth in full.

SUBJECT TO AND BUYER TO ASSUME:
a. All taxes, interest, penalties, and assessments of record, if any.
b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
c. The restrictions and covenants outlined in Exhibit B attached hereto and incorporated herein by this reference.

Dated_____

COUNTY OF LOS ANGELES

COLA LOG NO. _____

By_____
Zev Yaroslavsky
Chairman, Board of Supervisors

STATE OF CALIFORNIA))
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this _____ day of _____, 2007, the facsimile signature of _____, Chairman, Board of Supervisors was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

SACHI A. HAMAI, Executive Officer
Board of Supervisors, County of Los Angeles

By_____

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By Stephanie Brody
Deputy

EXHIBIT A
LEGAL DESCRIPTION

APN: 4441-015-901 (PORTION)

THAT PORTION OF LOT 14 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

LOTS 11, 12, 37, 38, 125, AND 160 AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 44 PAGES 25, 26, AND 27 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES.

Deed Restrictions

1. At no time and under no circumstances shall Habitable Structures, as that term is defined herein, be constructed on the Property;
2. the Property shall be subject to the right in perpetuity of the County of Los Angeles or its assignees to use portions of the Property for Fire Break Construction as that term is defined herein;
3. At no time shall the Property be used for commercial agricultural purposes, including, but not limited to, development of vineyards, clearing and/or irrigating the land for the purpose of growing crops for sale or inclusion in a commercial product or use of chemicals for the purpose of promoting the growth of plant life except those chemicals typically used for care and maintenance of a home garden or landscape features;
4. Any lighting installed upon the Property must use low intensity directional lighting and screening to minimize light spillover and glare onto residential neighborhoods and park lands, thereby preserving, to the extent consistent with public safety, a natural night sky. Night lighting of outdoor recreational specialty courts, such as tennis courts, is expressly prohibited by this language;
5. Except as provided in subsection (b) below, fences higher than six (6) feet shall not be installed on any part of the Property;
6. The Property, along with property currently owned by Buyer as identified in the COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL which has been recorded concurrently with this document ("Buyer's Property") and is incorporated herein by reference, will be held as one (1) parcel by the Buyer and no portion of the Property will be sold, conveyed, assigned, granted, or bequeathed separately. Except for this subsection 6, Buyer's Property shall not be subject to any of the use restrictions contained in this Exhibit B;
7. The use of any portion of the Property for the purposes of Transfer Development Credit, or for any purpose associated with allowing the increased development of other property located in California, is expressly prohibited; and
8. In the event that County of Los Angeles determines that these restrictions are not being complied with ("Default Condition"), written notice shall be given to the record owner of the Property and the owner shall have thirty (30) days from the date of the notice to cure the Default Condition, provided that if the nature of the Default Condition is such that it cannot reasonably be cured within such thirty (30) day period, and such cure is commenced within such thirty (30) day period and thereafter diligently prosecuted to completion, additional time to cure as determined by County will be allowed. If the Default Condition is not so cured, then all right, title, and interest in and to the Property shall revert back to County of Los Angeles without further action by County of Los Angeles. The record owner shall relinquish possession and execute a quit claim deed conveying the Property to County of Los Angeles upon request. In no event shall County of Los Angeles have the right to take title to the Buyer's Property.

The defined terms are as follows:

(a) Habitable Structure is any enclosed structure having any type of plumbing fixtures or food preparation area, including, but not limited to, (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves, or other equipment for the purpose of preparing food; and (2) bathroom facilities including toilets, sinks, tubs, and showers.

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

ATTACHMENT 3
SALE AND PURCHASE AGREEMENTS

SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT ("Agreement") is made and entered into as of the 21st day of May, 2007 by and between the **COUNTY OF LOS ANGELES** ("Seller"), and Kevin S. Reed and Justine E. Lewis ("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 Penny Road in the Topanga area of unincorporated County of Los Angeles, State of California and legally described in Exhibit A, attached hereto and incorporated herein by reference, ("Property"). Seller desires to sell the Property, and convey it to Buyer, and Buyer desires to purchase the Property and accept it from Seller, for the consideration and on the terms and conditions hereinafter set forth.

2. Purchase Price. The purchase price ("Purchase Price") for the Property is Thirty Six Thousand Six Hundred Seventy Six and NO/100 Dollars ($36,676.00), payable by Buyer to Seller as follows:

A) Three Thousand Six Hundred Seventy Six and NO/100 Dollars ($3,676.00) receipt of which is hereby acknowledged by the Seller ("Down Payment"). The Down Payment shall be refunded to Buyer only in the event the Property is not conveyed to Buyer due to Seller's inability to convey the Property.

B) The remaining balance of Thirty Three Thousand and NO/100 Dollars ($33,000.00) to be paid in full on May 30, 2007, which is one business day prior to the conveyance of the Property in accordance with Section 4.

Payments shall be made by certified check payable to the County of Los Angeles.

3. Costs. All costs and expenses related to this transaction shall be paid by Buyer, including, but not limited to, the cost of a title insurance policy, and all documentary transfer taxes and document drafting, recording and any other miscellaneous charges and fees. In the event any cost or expense is paid by Seller, Buyer shall immediately upon Seller's request remit a check payable to the County of Los Angeles in an amount equal to such costs and expenses.

4. Conveyance and Closing Date. Seller shall convey the Property to Buyer by quitclaim deed ("Deed"), subject to:

A) All taxes, interest, penalties and assessments of record assessed but not yet due, if any;

B) covenants, conditions, restrictions, reservations, easements, licenses, rights, and rights-of-way of record;

C) the restrictions that:

i) at no time and under no circumstances shall Habitable Structures, as that term is defined herein, be constructed on the Property;

ii) the Property shall be subject to the right in perpetuity of the County of Los Angeles or its assignees to use portions of the Property for Fire Break Construction as that term is defined herein;

iii) at no time shall the Property be used for commercial agricultural purposes, including, but not limited to, development of vineyards, clearing and/or irrigating the land for the purpose of growing crops for sale or inclusion in a commercial product or use of chemicals for the purpose of promoting the growth of plant life except those chemicals typically used for care and maintenance of a home garden or landscape features;

iv) any lighting installed upon the Property must use low intensity directional lighting and screening to minimize light spillover and glare onto residential neighborhoods and park lands, thereby preserving to the extent consistent with public safety, a natural night sky. Night lighting of outdoor recreational specialty courts such as tennis courts is expressly prohibited by this language;

v) except as provided in subsection (b) below, fences higher than six feet shall not be installed on any part of the Property;

vi) the Property, along with property currently owned by Buyer and described in Exhibit B ("Buyer Property") attached hereto and incorporated herein by reference, will be held as one parcel by the Buyer and no portion of the Property will be sold, conveyed, assigned, granted, or bequeathed separately. Except for this subsection vi, Buyer's Property shall not be subject to any of the use restrictions contained in this Agreement;

vii) the use of any portion of the Property for the purposes of Transfer Development Credit, or for any purpose associated with allowing the increased development of other property located in California, is expressly prohibited; and

viii) in the event that Seller determines that these restrictions are not being complied with ("Default Condition"), written notice shall be given to the record owner of the Property and the owner shall have 30 days from the date of the notice to cure the Default Condition, provided that if the nature of the Default Condition is such that it cannot reasonably be cured within such 30 day period, and such cure is commenced within such 30 day period and thereafter diligently prosecuted to completion, additional time to cure as determined by the County will be allowed. If the Default Condition is not so cured, then all right, title and interest in and to the Property shall revert back to Seller without further action by Seller. The record owner shall relinquish possession and execute a quit claim deed conveying the Property to Seller upon request. In no event shall Seller have the right to take title to the Buyer's Property.

The defined terms are as follows:

(a) Habitable Structures: is defined as any enclosed structure having any type of plumbing fixtures or food preparation area, including but not limited to: (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves or other equipment for the purpose of preparing food and; (2) bathroom facilities including toilets, sinks, tubs and showers.

(b) Fire Break Construction: is defined as construction of walls of varying height and width using any type of fire resistant building materials. Construction of such walls will be within 5 feet of the nearest property line of the Property

D. Seller's reservation to itself and exception from the conveyance contemplated herein of all oil, gas, hydrocarbons, or other minerals in and under the Property, without the use of the surface or subsurface, to a depth of 500 feet, measured vertically, from the surface of the Property.

E. Seller shall convey the Property on or before the later of (i) May 31, 2007, or (ii) a date occurring 15 days after the date the County of Los Angeles Board of Supervisors approves the sale of the Property.

In satisfaction of item C) vi) above, Buyer agrees to execute the Covenant and Agreement to Hold Property as One Parcel attached hereto as Exhibit C and incorporated herein by reference. However, Seller will not record the Covenant Agreement for a period of one year from the date the Quitclaim Deed is recorded in anticipation that Buyer will purchase additional property from Seller pursuant to the Settlement referenced in Paragraph 28B. In the event the terms of the Settlement have not been fulfilled after said one year period, then the Covenant Agreement shall be recorded.

5. Title. Buyer understands that the Property is being sold without any warranty regarding the condition of title to the Property; Buyer accepts all matters of record and understands that Seller will not provide a policy of title insurance and makes no representations or warranties as to condition of title. Seller recommends that Buyer retain, at Buyer's sole cost and expense, a licensed title company to issue a policy of title insurance. Buyer agrees that the condition of title shall not be cause for Buyer's cancellation of this Agreement and in the event Buyer cancels the sale because of problems related to title, then Seller shall retain the Down Payment.

6. Recording. Seller shall prepare the Deed indicating title to the Property to be vested in the name of the Buyer as follows: Kevin S. Reed and Justine E. Lewis, as joint tenants and shall cause the Deed to be recorded in the official records of the Los Angeles County Recorder upon the execution of this Agreement.

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

8. Condition of the Property.

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

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

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

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

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

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

11. Conflicts. In the event of a conflict between the provisions of this Agreement and the provisions of any other documents executed or agreement made or purported to be executed or made between the parties prior to the date hereof, the provisions contained in this Agreement shall in all instances govern and prevail.

12. Assignment. This Agreement is not assignable. Buyer shall not assign or attempt to assign this Agreement, or any rights hereunder, to any other person or entity. Any such assignment or purported assignment shall be null and void, and of no force and effect whatsoever.

13. Notices. All notices, demands and requests required or desired to be given pursuant to this Agreement by either party shall be sent by United States Mail, registered or certified postage prepaid, and addressed to the parties as follows:

Seller: County of Los Angeles
Chief Administrative Office
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Carlos Brea, Manager
Property Management

Buyer: Kevin Reed and Justine Lewis
1432 Penny Road
Topanga, CA 90290

17. Severability. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be severed from the Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of the Agreement, provided the remaining Agreement can be reasonably and equitably enforced.

18. 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.

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

20. 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.

21. 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.

22. 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.

23. 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.

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

25. Power and Authority. The Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

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

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

15. Seller's Remedies. In the event of Buyer's failure to consummate the transaction contemplated by this Agreement, 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, WHICH 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, BUYER AND SELLER AGREE THAT SELLER'S RETENTION OF THE DOWN PAYMENT IS PARTICULARLY APPROPRIATE FOR THIS TRANSACTION; THAT THE AMOUNT OF THE DOWN PAYMENT IS INSUFFICIENT TO COVER SELLER'S COST OF THIS TRANSACTION, AND AGREE 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, IN THE EVENT OF BUYER'S BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY. SELLER'S OTHER REMEDIES SHALL INCLUDE, WITHOUT LIMITATION, 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 TO SUE FOR SPECIFIC PERFORMANCE.

Seller's Initials _____ Buyer's Initials _____

Buyer's Initials _____

16. County Lobbyist Ordinance. Buyer is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate this Agreement.

26. 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.

27. 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.

28. Representations, Release and Indemnity. Buyer and each of them, on behalf of themselves, their heirs, successors and assigns, agrees, represents and warrants that:

A) all disputes, claims, controversies, causes of action, costs, expenses and attorney's fees and damages to persons or property accrued or to accrue, including those contained in the lawsuit filed in the Los Angeles Superior Court, case number SC085941, Warren W. Roche, et al., vs. Kevin S. Reed, et. al. filed June 6, 2005 ("Lawsuit"), in respect to i) the right to bid to purchase; ii) negotiations to purchase; iii) offers to sell; iv) the Seller's procedures regarding the sale of lots; v) the ownership of improvements, vi) the right to purchase, vii) the purchase and sale, as to each and all of the properties described in Exhibit D ("Parcel 16 Properties"), among Seller, Warren and Elena Roche ("Roches"), ,and Buyer, have been fully resolved, released, settled, and discharged;

B) the sale of the Parcel 16 Properties does not violate any agreement, covenant or obligation of Buyer and constitutes a "written economically equivalent offer" to the Roches and Buyer of the Parcel 16 Properties as set forth in the Settlement Agreement dated July 11, 2006 between Buyer and the Roches ("Settlement");

C) the Buyer and the Roches have jointly informed the Seller that they have agreed that the Seller may offer Parcel 16 Properties lot numbers 66, 67, 68, 69, 70, 72, 73, 74, 101, 102, 103, 104, 105, 106, 107, 109, 110, 111, 112, 113 and 114 to Buyer and Parcel 16 Properties lot numbers 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 59, 60, 61, 62, 63, 64, 65, 260, 261, 262, 263, 274, 276, 278, 283, 284, 330, 331, 332, 333, 334, 335, 337, 338, 339, 340, 341 and 342 to the Roches.

D) no consideration, representation, promise or inducement has been made by the Seller to Buyer in regard to the Lawsuit, the Settlement or the sale of Parcel 16 Properties other than as set forth in this Agreement; and

E) the Seller does not admit of, and does not have, any liability or responsibility regarding the Lawsuit, the Settlement or any dispute, claim or controversy regarding the sale of Parcel 16 Properties.

Buyer, for themselves, their heirs, successors and assigns, hereby agree to indemnify and hold harmless the County of Los Angeles and any and all officials, directors, officers, affiliates, agents, deputies, representatives, servants, employees, successors, attorneys, predecessors, divisions, branches, and/or the assigns of the County of Los Angeles (referred to collectively as "County") from and against all damages, injuries, costs, fees and expenses, direct or indirect, including consequential damages, and to pay for counsel of County's choice, in the event of any breach of the foregoing agreements, representations and warranties.

29. Release. The Buyer, for themselves, and each of their heirs, successors and assigns, does hereby, irrevocably and unconditionally release, acquit and forever discharge County of and from any and all claims, actions, causes of action, rights, tort claims, debts, obligations, damages or accounting of whatever nature which he or she may have against County by reason of, or arising out of, any matters, acts or omissions disclosed in or related to the Lawsuit, the Settlement or the Sale of Lots and any other matters of whatever nature, whether known or unknown, occurring on or prior to the date of this Agreement, as they relate to the Lawsuit, the Settlement or the Sale of Lots. Buyer expressly waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of California, and does so understanding and acknowledging the significance and consequences of such specific waiver of Section 1542. Section 1542 of the Civil Code of California states as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in their favor at the time of executing the release, which if known by them must have materially affected his settlement with the debtor."

Thus, notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of County, Buyer expressly acknowledges that this release is also intended to include in its effect, without limitations, all claims or causes of action arising from the Lawsuit, the Settlement or the Sale of Lots which Buyer does not know or expect to exist in his favor at the time of the execution hereof, and that this release contemplates the extinguishment of any such claims, or causes of action, provided that Buyer reserves any and all rights to enforce this Agreement whether at law, in equity or otherwise.

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.

EXHIBIT A
LEGAL DESCRIPTION
PROPERTY TO BE ACQUIRED

APN: 4442-022-902 (PORTION); 4442-022-903; 4442-022-904

THAT PORTION OF LOT 15 AND 16 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

LOTS 66, 67, 68, 69, 70, 72, 73, 74, 101, 102, 103, 104, 105, 106, 107, 109, 110, 111, 112, 113, AND 114 AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 20 PAGE 34 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES.

RESERVING AND EXCEPTING TO THE COUNTY OF LOS ANGELES FOR ROAD PURPOSES, BUT WITHOUT THE OBLIGATION OF THE COUNTY TO BUILD OR MAINTAIN ANY ROAD BUILT THEREON, THOSE PORTIONS OF THE ABOVE DESCRIBED LOTS WHICH ARE ENCUMBERED BY A TRAVERSING DOTTED LINE AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 20 PAGE 34 AND IN BOOK 20 PAGE 43 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES.

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

BUYER KEVIN S. REED AND JUSTINE E. LEWIS

By: _____
Kevin S. Reed

By: _____
Justine E. Lewis

Upon approval of this Agreement, a signed copy will be mailed to Buyer.

SELLER COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

Sachi A. Hamai
Executive Officer, Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.

By _____
Deputy

EXHIBIT B
PROPERTY CURRENTLY OWNED BY BUYER

APN: 4442-023-010, 4442-023-011, 4442-023-012, 4442-023-017, 4442-023-020, 4442-023-024, 4442-023-025, 4442-023-034, 4442-023-035

THAT PORTION OF LOT 15 AND 16 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

LOTS 185,189, 190, 192, 194, 195, 198, 211, 214, 216, 217, 218, 220, 222, 235, 242, 243 , 249 AND SOME PORTION OF 252 AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 20 PAGE 34 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES.

Exhibit C

RECORDING REQUESTED BY & MAIL TO

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL

The undersigned hereby certify that they are the owner of the real property described below located in the Topanga area of the Unincorporated County of Los Angeles, State of California that is legally described as follows:

PARCEL A

THAT PORTION OF LOTS 15 AND 16 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

LOTS 66, 67, 68, 69, 70, 72, 73, 74, 101, 102, 103, 104, 105, 106, 107, 109, 110, 111, 112, 113, AND 114 AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 20 PAGE 34 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES.

PARCEL B

THAT PORTION OF LOTS 15 AND 16 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

LOTS 185, 189, 190, 192, 194, 195, 198, 211, 214, 216, 217, 218, 220, 222, 235, 242, 243, 249, AND THE SOME PORTION OF 252 AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 20 PAGE 34 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES, 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): 1432 Penny Road, Topanga, also identified as APN 4442-022-902 (portion), 4442-022-903, 4442-022-904, 4442-023-010, 4442-023-011, 4442-023-012, 4442-023-017, 4442-023-020, 4442-023-024, 4442-023-025, 4442-023,0034, 4442-023-035, 4442-024-001 AND 4442-024-002

We hereby agree and covenant with the County of Los Angeles that the above legally described real property shall be merged and held as one parcel and no portion shall be sold separately.

This covenant and agreement is executed for the purpose of prohibiting the further subdivision of the land described herein.

This covenant and agreement shall run with all the above described land and shall be binding upon ourselves, and future owners, encumbrancers, their successors, heirs or assignees and shall continue in effect in perpetuity.

Agreed to:

Kevin S. Reed

Justine E. Lewis

SIGNATURES MUST BE NOTARIZED

EXHIBIT D
PARCEL 16 PROPERTIES

Lots 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 72, 73, 74, 101, 102, 103, 104, 105, 106, 107, 109, 110, 111, 112, 113, 114, 260, 261, 262, 263, 274, 276, 278, 283, 284, 330, 331, 332, 333, 334, 335, 337, 338, 339, 340, 341, and 342

SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2007 by and between the **COUNTY OF LOS ANGELES** ("Seller"), and Warren and Elena Roche ("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 Penny Road in the Topanga area of unincorporated County of Los Angeles, State of California and legally described in Exhibit A, attached hereto and incorporated herein by reference, ("Property"). Seller desires to sell the Property, and convey it to Buyer, and Buyer desires to purchase the Property and accept it from Seller, for the consideration and on the terms and conditions hereinafter set forth.

2. Purchase Price. The purchase price ("Purchase Price") for the Property is Twenty Four Thousand Six Hundred and NO/100 Dollars ($24,600.00), payable by Buyer to Seller as follows:

A) Two Thousand Five Hundred and NO/100 Dollars ($2,500.00) receipt of which is hereby acknowledged by the Seller ("Down Payment"). The Down Payment shall be refunded to Buyer only in the event the Property is not conveyed to Buyer due to Seller's inability to convey the Property.

B) The remaining balance of Twenty Two Thousand One Hundred and NO/100 Dollars ($22,100.00) to be paid in full on May 30, 2007, which is one business day prior to the conveyance of the Property in accordance with Section 4.

Payments shall be made by certified check payable to the County of Los Angeles.

3. Costs. All costs and expenses related to this transaction shall be paid by Buyer, including, but not limited to, the cost of a title insurance policy, and all documentary transfer taxes and document drafting, recording and any other miscellaneous charges and fees. In the event any cost or expense is paid by Seller, Buyer shall immediately upon Seller's request remit a check payable to the County of Los Angeles in an amount equal to such costs and expenses.

4. Conveyance and Closing Date. Seller shall convey the Property to Buyer by quitclaim deed ("Deed"), subject to:

A) All taxes, interest, penalties and assessments of record assessed but not yet due, if any;

B) covenants, conditions, restrictions, reservations, easements, licenses, rights, and rights-of-way of record;

C) the restrictions that:

i) at no time and under no circumstances shall Habitable Structures, as that term is defined herein, be constructed on the Property;

ii) the Property shall be subject to the right in perpetuity of the County of Los Angeles or its assignees to use portions of the Property for Fire Break Construction as that term is defined herein;

iii) at no time shall the Property be used for commercial agricultural purposes, including, but not limited to, development of vineyards, clearing and/or irrigating the land for the purpose of growing crops for sale or inclusion in a commercial product or use of chemicals for the purpose of promoting the growth of plant life except those chemicals typically used for care and maintenance of a home garden or landscape features;

iv) any lighting installed upon the Property must use low intensity directional lighting and screening to minimize light spillover and glare onto residential neighborhoods and park lands, thereby preserving to the extent consistent with public safety, a natural night sky. Night lighting of outdoor recreational specialty courts such as tennis courts is expressly prohibited by this language;

v) except as provided in subsection (b) below, fences higher than six feet shall not be installed on any part of the Property;

vi) the Property, along with property currently owned by Buyer and described in Exhibit B ("Buyer's Property") attached hereto and incorporated herein by reference, will be held as one parcel by the Buyer and no portion of the Property will be sold, conveyed, assigned, granted, or bequeathed separately. Except for this subsection vi, Buyer's Property shall not be subject to any of the use restrictions contained in this Agreement;

vii) the use of any portion of the Property for the purposes of Transfer Development Credit, or for any purpose associated with allowing the increased development of other property located in California, is expressly prohibited; and

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

The defined terms are as follows:

(a) Habitable Structures: is defined as any enclosed structure having any type of plumbing fixtures or food preparation area, including but not limited to: (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves or other equipment for the purpose of preparing food and; (2) bathroom facilities including toilets, sinks, tubs and showers.

(b) Fire Break Construction: is defined as construction of walls of varying height and width using any type of fire resistant building materials. Construction of such walls will be within 5 feet of the nearest property line of the Property

D. Seller's reservation to itself and exception from the conveyance contemplated herein of all oil, gas, hydrocarbons, or other minerals in and under the Property, without the use of the surface or subsurface, to a depth of 500 feet, measured vertically, from the surface of the Property.

E. Seller shall convey the Property on or before the later of (i) May 31, 2007, or (ii) a date occurring 15 days after the date the County of Los Angeles Board of Supervisors approves the sale of the Property.

In satisfaction of item C) vi) above, Buyer agrees to execute the Covenant and Agreement to Hold Property as One Parcel attached hereto as Exhibit C and incorporated herein by reference.

5. Title. Buyer understands that the Property is being sold without any warranty regarding the condition of title to the Property; Buyer accepts all matters of record and understands that Seller will not provide a policy of title insurance and makes no representations or warranties as to condition of title. Seller recommends that Buyer retain, at Buyer's sole cost and expense, a licensed title company to issue a policy of title insurance. Buyer agrees that the condition of title shall not be cause for Buyer's cancellation of this Agreement and in the event Buyer cancels the sale because of problems related to title, then Seller shall retain the Down Payment.

6. Recording. Seller shall prepare the Deed indicating title to the Property to be vested in the name of the Buyer as follows: Warren W. Roche and Elena M. Roche, husband and wife as community property with right of survivorship and shall cause the Deed to be recorded in the official records of the Los Angeles County Recorder upon the execution of this Agreement.

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

8. Condition of the Property.

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

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

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

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

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

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

11. Conflicts. In the event of a conflict between the provisions of this Agreement and the provisions of any other documents executed or agreement made or purported to be executed or made between the parties prior to the date hereof, the provisions contained in this Agreement shall in all instances govern and prevail.

12. Assignment. This Agreement is not assignable. Buyer shall not assign or attempt to assign this Agreement, or any rights hereunder, to any other person or entity. Any such assignment or purported assignment shall be null and void, and of no force and effect whatsoever.

13. Notices. All notices, demands and requests required or desired to be given pursuant to this Agreement by either party shall be sent by United States Mail, registered or certified, postage prepaid, and addressed to the parties as follows:

Seller: County of Los Angeles
Chief Administrative Office
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Carlos Brea, Manager
Property Management

Buyer: Warren Roche
20277 W. Rochemont Drive
Topanga, CA 90290

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

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

15. Seller's Remedies. In the event of Buyer's failure to consummate the transaction contemplated by this Agreement, 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, WHICH 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, BUYER AND SELLER AGREE THAT SELLER'S RETENTION OF THE DOWN PAYMENT IS PARTICULARLY APPROPRIATE FOR THIS TRANSACTION; THAT THE AMOUNT OF THE DOWN PAYMENT IS INSUFFICIENT TO COVER SELLER'S COST OF THIS TRANSACTION, AND AGREE 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, IN THE EVENT OF BUYER'S BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY. SELLER'S OTHER REMEDIES SHALL INCLUDE, WITHOUT LIMITATION, 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 TO SUE FOR SPECIFIC PERFORMANCE.

Seller's Initials _____ Buyer's Initials N. R.

Buyer's Initials E. R.

16. County Lobbyist Ordinance. Buyer is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate this Agreement.

17. Severability. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be severed from the Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of the Agreement, provided the remaining Agreement can be reasonably and equitably enforced.

18. 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.

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

20. 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.

21. 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.

22. 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.

23. 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.

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

25. Power and Authority. The Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

26. 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.

27. 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.

28. Representations, Release and Indemnity. Buyer, and each of them, on behalf of themselves, their heirs, successors and assigns, agrees, represents and warrants that:

A) all disputes, claims, controversies, causes of action, costs, expenses and attorney's fees and damages to persons or property accrued or to accrue, including those contained in the lawsuit filed in the Los Angeles Superior Court, case number SC085941, Warren W. Roche, et al., vs. Kevin S. Reed, et. al. filed June 6, 2005 ("Lawsuit"), in respect to i) the right to bid to purchase; ii) negotiations to purchase; iii) offers to sell; iv) the Seller's procedures regarding the sale of lots; v) the ownership of improvements, vi) the right to purchase, vii) the purchase and sale, as to each and all of the properties described in Exhibit D ("Parcel 16 Properties"), among Seller, Kevin S. Reed and Justine E. Lewis ("Reeds"), and Buyer, have been fully resolved, released, settled, and discharged;

B) the sale of the Parcel 16 Properties does not violate any agreement, covenant or obligation of Buyer and constitutes a "written economically equivalent offer" to the Reeds and Buyer of the Parcel 16 Properties as set forth in the Settlement Agreement dated July 11, 2006 between Buyer and the Reeds ("Settlement");

C) the Buyer and the Reeds have jointly informed the Seller that they have agreed that the Seller may offer Parcel 16 Properties lot numbers 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 59, 60, 61, 62, 63, 64, 65, 260, 261, 262, 263, 274, 276, 278, 283, 284, 330, 331, 332, 333, 334, 335, 337, 338, 339, 340, 341 and 342 to Buyer and Parcel 16 Properties lot numbers 66, 67, 68, 69, 70, 72, 73, 74, 101, 102, 103, 104, 105, 106, 107, 109, 110, 111, 112, 113 and 114 to the Reeds.

D) no consideration, representation, promise or inducement has been made by the Seller to Buyer in regard to the Lawsuit, the Settlement or the sale of Parcel 16 Properties other than as set forth in this Agreement; and

E) the Seller does not admit of, and does not have, any liability or responsibility regarding the Lawsuit, the Settlement or any dispute, claim or controversy regarding the sale of Parcel 16 Properties.

Buyer, for themselves, their heirs, successors and assigns, hereby agree to indemnify and hold harmless the County of Los Angeles and any and all officials, directors, officers, affiliates, agents, deputies, representatives, servants, employees, successors, attorneys, predecessors, divisions, branches, and/or the assigns of the County of Los Angeles (referred to collectively as "County') from and against all damages, injuries, costs, fees and expenses, direct or indirect, including consequential damages, and to pay for counsel of County's choice, in the event of any breach of the foregoing agreements, representations and warranties.

29. Release. The Buyer, for themselves, and each of their heirs, successors and assigns, does hereby, irrevocably and unconditionally release, acquit and forever discharge County of and from any and all claims, actions, causes of action, rights, tort claims, debts, obligations, damages or accounting of whatever nature which he or she may have against County by reason of, or arising out of, any matters, acts or omissions disclosed in or related to the Lawsuit, the Settlement or the Sale of Lots and any other matters of whatever nature, whether known or unknown, occurring on or prior to the date of this Agreement, as they relate to the Lawsuit, the Settlement or the Sale of Lots. Buyer expressly waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of California, and does so understanding and acknowledging the significance and consequences of such specific waiver of Section 1542. Section 1542 of the Civil Code of California states as follows:

> "A general release does not extend to claims which the creditor does not know or suspect to exist in their favor at the time of executing the release, which if known by them must have materially affected his settlement with the debtor."

Thus, notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of County, Buyer expressly acknowledges that this release is also intended to include in its effect, without limitations, all claims or causes of action arising from the Lawsuit, the Settlement or the Sale of Lots which Buyer does not know or expect to exist in his favor at the time of the execution hereof, and that this release contemplates the extinguishment of any such claims, or causes of action, provided that Buyer reserves any and all rights to enforce this Agreement whether at law, in equity or otherwise.

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.

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

BUYER

WARREN AND ELENA ROCHE

By: _____
Warren Roche

By: _____
Elena Roche

Upon approval of this Agreement, a signed copy will be mailed to Buyer.

SELLER

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

Sachi A. Hamai
Executive Officer, Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.

By _____
Deputy

EXHIBIT A
LEGAL DESCRIPTION
PROPERTY TO BE ACQUIRED

APN: 4442-017-901 (PORTION)

THAT PORTION OF LOT 15 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

LOTS 260, 261, 262, 263, 274, 276, 334, 335, 337, 338, 339, 340, 341 AND 342 AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 20 PAGE 43 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES.

RESERVING AND EXCEPTING TO THE COUNTY OF LOS ANGELES FOR ROAD PURPOSES, BUT WITHOUT THE OBLIGATION OF THE COUNTY TO BUILD OR MAINTAIN ANY ROAD BUILT THEREON, THOSE PORTIONS OF THE ABOVE DESCRIBED LOTS WHICH ARE ENCUMBERED BY A TRAVERSING DOTTED LINE AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 20 PAGE 34 AND IN BOOK 20 PAGE 43 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES.

EXHIBIT B
PROPERTY CURRENTLY OWNED BY BUYER

APN: 4442-017-012, 4442-017-013, 4442-017-022

THAT PORTION OF LOTS 15 AND 16 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

LOTS 264, 265, 271, 272, 273, 275, 277, 329 AND 336 AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 20 PAGE 43 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES.

THAT PORTION OF LOT 15 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

LOT 15 AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 20 PAGE 34 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES.

Exhibit C

RECORDING REQUESTED BY & MAIL TO

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL

The undersigned hereby certify that they are the owner of the real property described below located in the Topanga area of the Unincorporated County of Los Angeles, State of California that is legally described as follows:
PARCEL A

THAT PORTION OF LOT 15 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

LOTS 260, 261, 262, 263, 274, 276, 334, 335, 337, 338, 339, 340, 341 AND 342 AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 20 PAGE 43 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES.

PARCEL B

THAT PORTION OF LOTS 15 AND 16 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

LOTS 264, 265, 271, 272, 273, 275, 277 329 AND 336 AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 20 PAGE 43 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES.

THAT PORTION OF LOT 15 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

LOT 15 AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 20 PAGE 34 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES.

All of the Parcel B lots are 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):
Penny Road south of Callon Drive, Topanga, also identified as APN 4442-017-12, 4442-017-13, 4442-017-020, 4442-017-022, 4442-022-007 and 4442-017-901 (portion)

We hereby agree and covenant with the County of Los Angeles that the above legally described real property shall be merged and held as one parcel and no portion shall be sold separately.

This covenant and agreement is executed for the purpose of prohibiting the further subdivision of the land

described herein.

This covenant and agreement shall run with all the above described land and shall be binding upon ourselves, and future owners, encumbrancers, their successors, heirs or assignees and shall continue in effect in perpetuity.

Agreed to:

Warren Roche

Elena Roche

SIGNATURES MUST BE NOTARIZED

JACQUELINE BENSON
Commission # 1450334
Notary Public - California
Los Angeles County
My Comm. Expires Nov 9, 2007

EXHIBIT D
PARCEL 16 PROPERTIES

Lots 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 72, 73, 74, 101, 102, 103, 104, 105, 106, 107, 109, 110, 111, 112, 113, 114, 260, 261, 262, 263, 274, 276, 278, 283, 284, 330, 331, 332, 333, 334, 335, 337, 338, 339, 340, 341, and 342

SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2007 by and between the **COUNTY OF LOS ANGELES** ("Seller"), and Michael and Susan Lawson ("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 Penny Road in the Topanga area of unincorporated County of Los Angeles, State of California and legally described in Exhibit A, attached hereto and incorporated herein by reference, ("Property"). Seller desires to sell the Property, and convey it to Buyer, and Buyer desires to purchase the Property and accept it from Seller, for the consideration and on the terms and conditions hereinafter set forth.

2. Purchase Price. The purchase price ("Purchase Price") for the Property is Eighteen Thousand Five Hundred Seventy Three and NO/100 Dollars ($18,573.00), payable by Buyer to Seller as follows:

A) Two Thousand and NO/100 Dollars ($2,000.00) receipt of which is hereby acknowledged by the Seller ("Down Payment"). The Down Payment shall be refunded to Buyer only in the event the Property is not conveyed to Buyer due to Seller's inability to convey the Property.

B) The remaining balance of Sixteen Thousand Five Hundred Seventy Three and NO/100 Dollars ($16,573.00) to be paid in full on May 14, 2007, which is one business day prior to the conveyance of the Property in accordance with Section 4.

Payments shall be made by certified check payable to the County of Los Angeles.

3. Costs. All costs and expenses related to this transaction shall be paid by Buyer, including, but not limited to, the cost of a title insurance policy, and all documentary transfer taxes and document drafting, recording and any other miscellaneous charges and fees. In the event any cost or expense is paid by Seller, Buyer shall immediately upon Seller's request remit a check payable to the County of Los Angeles in an amount equal to such costs and expenses.

4. Conveyance and Closing Date. Seller shall convey the Property to Buyer by quitclaim deed ("Deed"), subject to:

A) All taxes, interest, penalties and assessments of record assessed but not yet due, if any;

B) covenants, conditions, restrictions, reservations, easements, licenses, rights, and rights-of-way of record;

C) the restrictions that:

i) at no time and under no circumstances shall Habitable Structures, as that term is defined herein, be constructed on the Property;

ii) the Property shall be subject to the right in perpetuity of the County of Los Angeles or its assignees to use portions of the Property for Fire Break Construction as that term is defined herein;

iii) at no time shall the Property be used for commercial agricultural purposes, including, but not limited to, development of vineyards, clearing and/or irrigating the land for the purpose of growing crops for sale or inclusion in a commercial product or use of chemicals for the purpose of promoting the growth of plant life except those chemicals typically used for care and maintenance of a home garden or landscape features;

iv) any lighting installed upon the Property must use low intensity directional lighting and screening to minimize light spillover and glare onto residential neighborhoods and park lands, thereby preserving to the extent consistent with public safety, a natural night sky. Night lighting of outdoor recreational specialty courts such as tennis courts is expressly prohibited by this language;

v) except as provided in subsection (b) below, fences higher than six feet shall not be installed on any part of the Property;

vi) the Property, along with property currently owned by Buyer and described in Exhibit B ("Buyer's Property") attached hereto and incorporated herein by reference, will be held as one parcel by the Buyer and no portion of the Property will be sold, conveyed, assigned, granted, or bequeathed separately. Except for this subsection vi, Buyer's Property shall not be subject to any of the use restrictions contained in this Agreement;

vii) the use of any portion of the Property for the purposes of Transfer Development Credit, or for any purpose associated with allowing the increased development of other property located in California, is expressly prohibited; and

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

The defined terms are as follows:

(a) Habitable Structures: is defined as any enclosed structure having any type of plumbing fixtures or food preparation area, including but not limited to: (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves or other equipment for the purpose of preparing food and; (2) bathroom facilities including toilets, sinks, tubs and showers.

(b) Fire Break Construction: is defined as construction of walls of varying height and width using any type of fire resistant building materials. Construction of such walls will be within 5 feet of the nearest property line of the Property

D. Seller's reservation to itself and exception from the conveyance contemplated herein of all oil, gas, hydrocarbons, or other minerals in and under the Property, without the use of the surface or subsurface, to a depth of 500 feet, measured vertically, from the surface of the Property.

E. Seller shall convey the Property on or before the later of (i) May 15, 2007, or (ii) a date occurring 15 days after the date the County of Los Angeles Board of Supervisors approves the sale of the Property.

In satisfaction of item C) vi) above, Buyer agrees to execute the Covenant and Agreement to Hold Property as One Parcel attached hereto as Exhibit C and incorporated herein by reference.

5. Title. Buyer understands that the Property is being sold without any warranty regarding the condition of title to the Property; Buyer accepts all matters of record and understands that Seller will not provide a policy of title insurance and makes no representations or warranties as to condition of title. Seller recommends that Buyer retain, at Buyer's sole cost and expense, a licensed title company to issue a policy of title insurance. Buyer agrees that the condition of title shall not be cause for Buyer's cancellation of this Agreement and in the event Buyer cancels the sale because of problems related to title, then Seller shall retain the Down Payment.

6. Recording. Seller shall prepare the Deed indicating title to the Property to be vested in the name of the Buyer as follows: Michael and Susan Lawson and shall cause the Deed to be recorded in the official records of the Los Angeles County Recorder upon the execution of this Agreement.

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

8. Condition of the Property.

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

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

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

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

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

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

11. Conflicts. In the event of a conflict between the provisions of this Agreement and the provisions of any other documents executed or agreement made or purported to be executed or made between the parties prior to the date hereof, the provisions contained in this Agreement shall in all instances govern and prevail.

12. Assignment. This Agreement is not assignable. Buyer shall not assign or attempt to assign this Agreement, or any rights hereunder, to any other person or entity. Any such assignment or purported assignment shall be null and void, and of no force and effect whatsoever.

13. Notices. All notices, demands and requests required or desired to be given pursuant to this Agreement by either party shall be sent by United States Mail, registered or certified, postage prepaid, and addressed to the parties as follows:

Seller: County of Los Angeles
Chief Administrative Office
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Carlos Brea, Manager
Property Management

Buyer: Michael and Susan Lawson
5052 Cederlawn Drive
Placentia, CA 92870

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

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

15. Seller's Remedies. In the event of Buyer's failure to consummate the transaction contemplated by this Agreement, 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, WHICH 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, BUYER AND SELLER AGREE THAT SELLER'S RETENTION OF THE DOWN PAYMENT IS PARTICULARLY APPROPRIATE FOR THIS TRANSACTION; THAT THE AMOUNT OF THE DOWN PAYMENT IS INSUFFICIENT TO COVER SELLER'S COST OF THIS TRANSACTION, AND AGREE 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, IN THE EVENT OF BUYER'S BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY. SELLER'S OTHER REMEDIES SHALL INCLUDE, WITHOUT LIMITATION, 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 TO SUE FOR SPECIFIC PERFORMANCE.

Seller's Initials _____ Buyer's Initials _____

Buyer's Initials S. E. L.

16. County Lobbyist Ordinance. Buyer is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate this Agreement.

17. Severability. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be severed from the Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of the Agreement, provided the remaining Agreement can be reasonably and equitably enforced.

18. 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.

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

20. 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.

21. 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.

22. 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.

23. 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.

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

25. Power and Authority. The Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

26. 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.

27. 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.

28. Entire Agreement. This Agreement contains the entire agreement between the parties herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Seller and Buyer.

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

BUYER

By: _____
Michael Lawson

By: _____
Susan Lawson

Upon approval of this Agreement, a signed copy will be mailed to Buyer.

SELLER

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

Sachi A. Hamai
Executive Officer, Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.

By _____
Deputy

EXHIBIT A
LEGAL DESCRIPTION
PROPERTY TO BE ACQUIRED

APN: 4442-017-901 (PORTION)

THAT PORTION OF LOTS 15 AND 16 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

LOTS 278, 283, 284, 330, 331, 332 AND 333 AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 20 PAGE 43 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES.

RESERVING AND EXCEPTING TO THE COUNTY OF LOS ANGELES FOR ROAD PURPOSES, BUT WITHOUT THE OBLIGATION OF THE COUNTY TO BUILD OR MAINTAIN ANY ROAD BUILT THEREON, THOSE PORTIONS OF THE ABOVE DESCRIBED LOTS WHICH ARE ENCUMBERED BY A TRAVERSING DOTTED LINE AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 20 PAGE 34 AND IN BOOK 20 PAGE 43 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES.

EXHIBIT B
PROPERTY CURRENTLY OWNED BY BUYER

APN: 4442-017-014 and 015

THAT PORTION OF LOTS 15 AND 16 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

LOTS 279 AND 280 AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 20 PAGE 43 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES.

Exhibit C

RECORDING REQUESTED BY & MAIL TO

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL

The undersigned hereby certify that they are the owner of the real property described below located in the Topanga area of the Unincorporated County of Los Angeles, State of California that is legally described as follows:

PARCEL A

THAT PORTION OF LOTS 15 AND 16 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

LOTS 278, 283, 284, 330, 331, 332 AND 333 AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 20 PAGE 43 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES.

PARCEL B

THAT PORTION OF LOTS 15 AND 16 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

LOTS 279 AND 280 AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 20 PAGE 43 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES, 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):
PENNY ROAD, SOUTH OF CALLON DRIVE, TOPANGA IDENTIFIED AS APN 4442-017-014, 4442-017-015 AND 4442-017-901 (PORTION)

I hereby agree and covenant with the County of Los Angeles that the above legally described real property shall be held as one parcel and no portion shall be sold separately.

This covenant and agreement is executed for the purpose of prohibiting the further subdivision of the land described herein.

This covenant and agreement shall run with all the above described land and shall be binding upon ourselves, and future owners, encumbrancers, their successors, heirs or assignees and shall continue in effect in perpetuity.

Agreed to:

SIGNATURES MUST BE NOTARIZED

Michael Lawson

Susan Lawson

Susan Lawson

SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2007 by and between the **COUNTY OF LOS ANGELES** ("Seller"), and Melvin Weiss and Lu Weiss, Trustees of the 1986 Weiss Living Trust ("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 Penny Road in the Topanga area of unincorporated County of Los Angeles, State of California and legally described in Exhibit A, attached hereto and incorporated herein by reference, ("Property"). Seller desires to sell the Property, and convey it to Buyer, and Buyer desires to purchase the Property and accept it from Seller, for the consideration and on the terms and conditions hereinafter set forth.

2. Purchase Price. The purchase price ("Purchase Price") for the Property is Fifty Seven Thousand Five Hundred Fifty One and NO/100 Dollars ($57,551.50), payable by Buyer to Seller as follows:

A) Five Thousand Five Hundred Fifty One and NO/100 Dollars ($5,551.50) receipt of which is hereby acknowledged by the Seller ("Down Payment"). The Down Payment shall be refunded to Buyer only in the event the Property is not conveyed to Buyer due to Seller's inability to convey the Property.

B) The remaining balance of Fifty Two Thousand and NO/100 Dollars ($52,000.00) to be paid in full on May 14, 2007, which is one business day prior to the conveyance of the Property in accordance with Section 4.

Payments shall be made by certified check payable to the County of Los Angeles.

3. Costs. All costs and expenses related to this transaction shall be paid by Buyer, including, but not limited to, the cost of a title insurance policy, and all documentary transfer taxes and document drafting, recording and any other miscellaneous charges and fees. In the event any cost or expense is paid by Seller, Buyer shall immediately upon Seller's request remit a check payable to the County of Los Angeles in an amount equal to such costs and expenses.

4. Conveyance and Closing Date. Seller shall convey the Property to Buyer by quitclaim deed ("Deed"), subject to:

A) All taxes, interest, penalties and assessments of record assessed but not yet due, if any;

B) covenants, conditions, restrictions, reservations, easements, licenses, rights, and rights-of-way of record;

C) the restrictions that:

i) at no time and under no circumstances shall Habitable Structures, as that term is defined herein, be constructed on the Property;

ii) the Property shall be subject to the right in perpetuity of the County of Los Angeles or its assignees to use portions of the Property for Fire Break Construction as that term is defined herein;

iii) at no time shall the Property be used for commercial agricultural purposes, including, but not limited to, development of vineyards, clearing and/or irrigating the land for the purpose of growing crops for sale or inclusion in a commercial product or use of chemicals for the purpose of promoting the growth of plant life except those chemicals typically used for care and maintenance of a home garden or landscape features;

iv) any lighting installed upon the Property must use low intensity directional lighting and screening to minimize light spillover and glare onto residential neighborhoods and park lands, thereby preserving to the extent consistent with public safety, a natural night sky. Night lighting of outdoor recreational specialty courts such as tennis courts is expressly prohibited by this language;

v) except as provided in subsection (b) below, fences higher than six feet shall not be installed on any part of the Property;

vi) the Property, along with property currently owned by Buyer and described in Exhibit B ("Buyer's Property") attached hereto and incorporated herein by reference, will be held as one parcel by the Buyer and no portion of the Property will be sold, conveyed, assigned, granted, or bequeathed separately. Except for this subsection vi, Buyer's Property shall not be subject to any of the use restrictions contained in this Agreement;

vii) the use of any portion of the Property for the purposes of Transfer Development Credit, or for any purpose associated with allowing the increased development of other property located in California, is expressly prohibited; and

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

The defined terms are as follows:

(a) Habitable Structures: is defined as any enclosed structure having any type of plumbing fixtures or food preparation area, including but not limited to: (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves or other equipment for the purpose of preparing food and; (2) bathroom facilities including toilets, sinks, tubs and showers.

(b) Fire Break Construction: is defined as construction of walls of varying height and width using any type of fire resistant building materials. Construction of such walls will be within 5 feet of the nearest property line of the Property

D. Seller's reservation to itself and exception from the conveyance contemplated herein of all oil, gas, hydrocarbons, or other minerals in and under the Property, without the use of the surface or subsurface, to a depth of 500 feet, measured vertically, from the surface of the Property.

E. Seller shall convey the Property on or before the later of (i) May 15, 2007, or (ii) a date occurring 15 days after the date the County of Los Angeles Board of Supervisors approves the sale of the Property.

In satisfaction of item C) vi) above, Buyer agrees to execute the Covenant and Agreement to Hold Property as One Parcel attached hereto as Exhibit C and incorporated herein by reference.

5. Title. Buyer understands that the Property is being sold without any warranty regarding the condition of title to the Property; Buyer accepts all matters of record and understands that Seller will not provide a policy of title insurance and makes no representations or warranties as to condition of title. Seller recommends that Buyer retain, at Buyer's sole cost and expense, a licensed title company to issue a policy of title insurance. Buyer agrees that the condition of title shall not be cause for Buyer's cancellation of this Agreement and in the event Buyer cancels the sale because of problems related to title, then Seller shall retain the Down Payment.

6. Recording. Seller shall prepare the Deed indicating title to the Property to be vested in the name of the Buyer as follows: Melvin Weiss and Lu Weiss, Trustees of the 1986 Weiss Living Trust and shall cause the Deed to be recorded in the official records of the Los Angeles County Recorder upon the execution of this Agreement.

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

8. Condition of the Property.

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

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

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

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

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

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

11. Conflicts. In the event of a conflict between the provisions of this Agreement and the provisions of any other documents executed or agreement made or purported to be executed or made between the parties prior to the date hereof, the provisions contained in this Agreement shall in all instances govern and prevail.

12. Assignment. This Agreement is not assignable. Buyer shall not assign or attempt to assign this Agreement, or any rights hereunder, to any other person or entity. Any such assignment or purported assignment shall be null and void, and of no force and effect whatsoever.

13. Notices. All notices, demands and requests required or desired to be given pursuant to this Agreement by either party shall be sent by United States Mail, registered or certified, postage prepaid, and addressed to the parties as follows:

Seller: County of Los Angeles
Chief Administrative Office
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Carlos Brea, Manager
Property Management

Buyer: Melvin Weiss
3945 East Boulevard
Los Angeles, CA 90066

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

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

15. Seller's Remedies. In the event of Buyer's failure to consummate the transaction contemplated by this Agreement, 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, WHICH 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, BUYER AND SELLER AGREE THAT SELLER'S RETENTION OF THE DOWN PAYMENT IS PARTICULARLY APPROPRIATE FOR THIS TRANSACTION; THAT THE AMOUNT OF THE DOWN PAYMENT IS INSUFFICIENT TO COVER SELLER'S COST OF THIS TRANSACTION, AND AGREE 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, IN THE EVENT OF BUYER'S BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY. SELLER'S OTHER REMEDIES SHALL INCLUDE, WITHOUT LIMITATION, 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 TO SUE FOR SPECIFIC PERFORMANCE.

Seller's Initials _____ Buyer's Initials MW

Buyer's Initials LW

16. County Lobbyist Ordinance. Buyer is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate this Agreement.

17. Severability. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be severed from the Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of the Agreement, provided the remaining Agreement can be reasonably and equitably enforced.

18. 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.

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

20. 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.

21. 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.

22. 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.

23. 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.

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

25. Power and Authority. The Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

26. 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.

27. 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.

28. Entire Agreement. This Agreement contains the entire agreement between the parties herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Seller and Buyer.

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

BUYER

By: Melvin Weiss - Trustee
Melvin Weiss, Trustee

By: Lu Weiss, Trustee
Lu Weiss, Trustee

Upon approval of this Agreement, a signed copy will be mailed to Buyer.

SELLER

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

Sachi A. Hamai
Executive Officer, Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.

By Stephen Brody
Deputy

EXHIBIT A
LEGAL DESCRIPTION
PROPERTY TO BE ACQUIRED

APN: 4442-022-902 (PORTION)

THAT PORTION OF LOTS 15 AND 16 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

LOTS 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 59, 60, 61, 62, 63, 64 AND 65 AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 20 PAGE 34 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES.

RESERVING AND EXCEPTING TO THE COUNTY OF LOS ANGELES FOR ROAD PURPOSES, BUT WITHOUT THE OBLIGATION OF THE COUNTY TO BUILD OR MAINTAIN ANY ROAD BUILT THEREON, THOSE PORTIONS OF THE ABOVE DESCRIBED LOTS WHICH ARE ENCUMBERED BY A TRAVERSING DOTTED LINE AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 20 PAGE 34 AND IN BOOK 20 PAGE 43 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES.

EXHIBIT B
PROPERTY CURRENTLY OWNED BY BUYER

APN: 4442-022-011, 4442-022-012, 4442-022-013, 4442-022-014, 4442-022-018, 4442-022-019, 4442-022-021 AND 4442-022-022

THAT PORTION OF LOTS 15 AND 16 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

LOTS 55, 56, 57, 58, 75, 76, 99 AND 100 AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 20 PAGE 34 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES.

Exhibit C

RECORDING REQUESTED BY & MAIL TO

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL

The undersigned hereby certify that they are the owner of the real property described below located in the Topanga area of the Unincorporated County of Los Angeles, State of California that is legally described as follows:

PARCEL A

THAT PORTION OF LOTS 15 AND 16 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

LOTS 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 59, 60, 61, 62, 63, 64, AND 65 AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 20 PAGE 43 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES.

PARCEL B

THAT PORTION OF LOTS 15 AND 16 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

LOTS 55, 56, 57, 58, 75, 76, 99 AND 100 AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 20 PAGE 43 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES, 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): PENNY ROAD, SOUTH OF CALLON DRIVE, TOPANGA IDENTIFIED AS APN 4442-022-902 (PORTION) 4442-022-011, 4442-022-012, 4442-022-013, 4442-022-014, 4442-022-018, 4442-022-019, 4442-022-021 AND 4442-022-022

We hereby agree and covenant with the County of Los Angeles that the above legally described real property shall be merged and held as one parcel and no portion shall be sold separately.

This covenant and agreement is executed for the purpose of prohibiting the further subdivision of the land described herein.

This covenant and agreement shall run with all the above described land and shall be binding upon ourselves, and future owners, encumbrancers, their successors, heirs or assignees and shall continue in effect in perpetuity.

Agreed to:

SIGNATURES MUST BE NOTARIZED

_____

Melvin Weiss, Trustee

_____

Lu Weiss, Trustee

SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2007 by and between the **COUNTY OF LOS ANGELES** ("Seller"), and William J. Buerge ("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 Cheney Drive in the Topanga area of unincorporated County of Los Angeles, State of California and legally described in Exhibit A, attached hereto and incorporated herein by reference, ("Property"). Seller desires to sell the Property, and convey it to Buyer, and Buyer desires to purchase the Property and accept it from Seller, for the consideration and on the terms and conditions hereinafter set forth.

2. Purchase Price. The purchase price ("Purchase Price") for the Property is Twenty Six Thousand Five Hundred and NO/100 Dollars ($26,500.00), payable by Buyer to Seller as follows:

A) Two Thousand Five Hundred and NO/100 Dollars ($2,500.00) receipt of which is hereby acknowledged by the Seller ("Down Payment"). The Down Payment shall be refunded to Buyer only in the event the Property is not conveyed to Buyer due to Seller's inability to convey the Property.

B) The remaining balance of Twenty Four Thousand and NO/100 Dollars ($24,000.00) to be paid in full on July 23, 2007, which is one business day prior to the conveyance of the Property in accordance with Section 4.

Payments shall be made by certified check payable to the County of Los Angeles.

3. Costs. All costs and expenses related to this transaction shall be paid by Buyer, including, but not limited to, the cost of a title insurance policy, and all documentary transfer taxes and document drafting, recording and any other miscellaneous charges and fees. In the event any cost or expense is paid by Seller, Buyer shall immediately upon Seller's request remit a check payable to the County of Los Angeles in an amount equal to such costs and expenses.

4. Conveyance and Closing Date. Seller shall convey the Property to Buyer by quitclaim deed ("Deed"), subject to:

A) All taxes, interest, penalties and assessments of record assessed but not yet due, if any;

B) covenants, conditions, restrictions, reservations, easements, licenses, rights, and rights-of-way of record;

C) The following restrictions:

i) At no time and under no circumstances shall Habitable Structures, as that term is defined herein, be constructed on the Property;

ii) The Property shall be subject to the right in perpetuity of the County of Los Angeles or its assignees to use portions of the Property for Fire Break Construction as that term is defined herein;

iii) At no time shall the Property be used for commercial agricultural purposes, including, but not limited to, development of vineyards, clearing and/or irrigating the land for the purpose of growing crops for sale or inclusion in a commercial product or use of chemicals for the purpose of promoting the growth of plant life except those chemicals typically used for care and maintenance of a home garden or landscape features;

iv) Any lighting installed upon the Property must use low intensity directional lighting and screening to minimize light spillover and glare onto residential neighborhoods and park lands, thereby preserving to the extent consistent with public safety, a natural night sky. Night lighting of outdoor recreational specialty courts, such as tennis courts, is expressly prohibited by this language;

v) Except as provided in subsection (b) below, fences higher than six feet shall not be installed on any part of the Property;

vi) The Property, along with property currently owned by Buyer and described in Exhibit B ("Buyer's Property") attached hereto and incorporated herein by reference, will be held as one parcel by the Buyer and no portion of the Property will be sold, conveyed, assigned, granted, or bequeathed separately. Except for this subsection vi, Buyer's Property shall not be subject to any of the use restrictions contained in this Agreement;

vii) The use of any portion of the Property for the purposes of Transfer Development Credit, or for any purpose associated with allowing the increased development of other property located in California, is expressly prohibited; and

viii) In the event that Seller determines that these restrictions are not being complied with ("Default Condition"), written notice shall be given to the record owner of the Property and the owner shall have thirty (30) days from the date of the notice to cure the Default Condition, provided that if the nature of the Default Condition is such that it cannot reasonably be cured within such thirty (30) day period, and such cure is commenced within such thirty (30) day period and thereafter

prosecuted to completion, additional time to cure as determined by the County will be allowed. If the Default Condition is not so cured, then all right, title and interest in and to the Property shall revert back to Seller without further action by Seller. The record owner shall relinquish possession and execute a quit claim deed conveying the Property to Seller upon request. In no event shall Seller have the right to take title to the Buyer's Property.

The defined terms are as follows:

(a) Habitable Structures: is defined as any enclosed structure having any type of plumbing fixtures or food preparation area, including but not limited to: (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves or other equipment for the purpose of preparing food and; (2) bathroom facilities including toilets, sinks, tubs and showers.

(b) Fire Break Construction: is defined as construction of walls of varying height and width using any type of fire resistant building materials. Construction of such walls will be within 5 feet of the nearest property line of the Property

D. Seller's reservation to itself and exception from the conveyance contemplated herein of all oil, gas, hydrocarbons, or other minerals in and under the Property, without the use of the surface or subsurface, to a depth of 500 feet, measured vertically, from the surface of the Property.

E. Seller shall convey the Property on or before the later of (i) July 24, 2007, or (ii) a date occurring 15 days after the date the County of Los Angeles Board of Supervisors approves the sale of the Property.

In satisfaction of item C) vi) above, Buyer agrees to execute the Covenant and Agreement to Hold Property as One Parcel attached hereto as Exhibit C and incorporated herein by reference.

5. Title. Buyer understands that the Property is being sold without any warranty regarding the condition of title to the Property; Buyer accepts all matters of record and understands that Seller will not provide a policy of title insurance and makes no representations or warranties as to condition of title. Seller recommends that Buyer retain, at Buyer's sole cost and expense, a licensed title company to issue a policy of title insurance. Buyer agrees that the condition of title shall not be cause for Buyer's cancellation of this Agreement and in the event Buyer cancels the sale because of problems related to title, then Seller shall retain the Down Payment.

6. Recording. Upon execution of this Agreement, Seller shall prepare the Deed indicating title to the Property to be vested in the name of the Buyer as follows: William J. Buerge and shall cause the Deed to be recorded in the official records of the Los Angeles County Recorder.

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

8. Condition of the Property.

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

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

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

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

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

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

otherwise, claiming through, under or by reason of the conduct of either party with respect to the transaction contemplated hereunder.

11. Conflicts. In the event of a conflict between the provisions of this Agreement and the provisions of any other documents executed or agreement made or purported to be executed or made between the parties prior to the date hereof, the provisions contained in this Agreement shall in all instances govern and prevail.

12. Assignment. This Agreement is not assignable. Buyer shall not assign or attempt to assign this Agreement, or any rights hereunder, to any other person or entity. Any such assignment or purported assignment shall be null and void, and of no force and effect whatsoever.

13. Notices. All notices, demands and requests required or desired to be given pursuant to this Agreement by either party shall be sent by United States Mail, registered or certified, postage prepaid, and addressed to the parties as follows:

Seller: County of Los Angeles
Chief Administrative Office
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Carlos Brea, Manager
Property Management

Buyer: William J. Buerge
20421 Callon Drive
Topanga, CA 90290

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

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

15. Seller's Remedies. In the event of Buyer's failure to consummate the transaction contemplated by this Agreement, 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, WHICH 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, BUYER AND SELLER AGREE THAT SELLER'S RETENTION OF THE DOWN PAYMENT IS PARTICULARLY APPROPRIATE FOR THIS TRANSACTION; THAT THE AMOUNT OF THE DOWN PAYMENT IS INSUFFICIENT TO COVER SELLER'S COST OF THIS TRANSACTION, AND AGREE 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, IN THE EVENT OF BUYER'S BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY. SELLER'S OTHER REMEDIES SHALL INCLUDE, WITHOUT LIMITATION, 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 TO SUE FOR SPECIFIC PERFORMANCE.

Seller's Initials _____ Buyer's Initials _____

16. County Lobbyist Ordinance. Buyer is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate this Agreement.

17. Severability. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be severed from the Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of the Agreement, provided the remaining Agreement can be reasonably and equitably enforced.

18. 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.

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

20. 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.

21. 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

define, limit, construe, or describe the scope or intent of such sections of this Agreement nor in any way affect this Agreement.

22. 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.

23. 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.

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

25. Power and Authority. The Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

26. 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.

27. 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.

28. Entire Agreement. This Agreement contains the entire agreement between the parties herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Seller and Buyer.

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

BUYER

By: _____
William J. Buerge

Upon approval of this Agreement, a signed copy will be mailed to Buyer.

SELLER

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

Sachi A. Hamai
Executive Officer, Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.

By _____
Stephanie Brody, Senior Associate

EXHIBIT A
LEGAL DESCRIPTION
PROPERTY TO BE ACQUIRED

4441-005-901 (PORTION)

That portion of Lot 8 of Tract No. 3729 as per map recorded in Book 41, pages 7 to 20 of Maps, recorded with the Registrar-Recorder of Los Angeles County described as follows:

Lots 39, 40, and 53 as shown on Record of Survey Map filed in Book 44, pages 36 and 37 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

EXHIBIT B
PROPERTY CURRENTLY OWNED BY BUYER

APN: 4441-005-015

That portion of Lot 8 of Tract No. 3729 as per map recorded in Book 41, pages 7 to 20 of Maps, recorded with the Registrar-Recorder of Los Angeles County described as follows:

Lots 17, 18, and 19 as shown on Record of Survey Map filed in Book 44, pages 36 and 37 of Records of Survey in the Office of the County Recorder of the Couty of Los Angeles.

Exhibit C

RECORDING REQUESTED BY & MAIL TO

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL

The undersigned hereby certify that they are the owner of the real property described below located in the Topanga area of the Unincorporated County of Los Angeles, State of California that is legally described as follows:

PARCEL A

That portion of Lot 8 of Tract No. 3729 as per map recorded in Book 41, pages 7 to 20 of Maps, recorded with the Registrar-Recorder of Los Angeles County described as follows:

Lots 39, 40, and 53 as shown on Record of Survey Map filed in Book 44, pages 36 and 37 of Records of Survey in the Office of the County Recorder of the County of Los Angeles.

PARCEL B

That portion of Lot 8 of Tract No. 3729 as per map recorded in Book 41, pages 7 to 20 of Maps, recorded with the Registrar-Recorder of Los Angeles County described as follows:

Lots 17, 18, and 19 as shown on Record of Survey Map filed in Book 44, pages 36 and 37 of Records of Survey in the Office of the County Recorder of the Couty of Los Angeles, 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): Cheney Drive, Topanga, also identified as APN: 4441-005-015 and 4441-005-901 (PORTION)

I hereby agree and covenant with the County of Los Angeles that the above legally described real property shall be merged and held as one parcel and no portion shall be sold separately.

This covenant and agreement is executed for the purpose of prohibiting the further subdivision of the land described herein.

This covenant and agreement shall run with all the above described land and shall be binding upon ourselves, and future owners, encumbrancers, their successors, heirs or assignees and shall continue in effect in perpetuity.

Agreed to:

William J. Buerge

SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2007 by and between the **COUNTY OF LOS ANGELES** ("Seller"), and William J. Buerge ("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 adjacent to 20440 Callon Drive in the Topanga area of unincorporated County of Los Angeles, State of California and legally described in Exhibit A, attached hereto and incorporated herein by reference, ("Property"). Seller desires to sell the Property, and convey it to Buyer, and Buyer desires to purchase the Property and accept it from Seller, for the consideration and on the terms and conditions hereinafter set forth.

2. Purchase Price. The purchase price ("Purchase Price") for the Property is Six Thousand Nine Hundred Twenty Four and NO/100 Dollars ($6,924.00), payable by Buyer to Seller as follows:

A) One Thousand Nine Hundred Twenty Four and NO/100 Dollars ($1,924.00) receipt of which is hereby acknowledged by the Seller ("Down Payment"). The Down Payment shall be refunded to Buyer only in the event the Property is not conveyed to Buyer due to Seller's inability to convey the Property.

B) The remaining balance of Five Thousand and NO/100 Dollars ($5,000.00) to be paid in full on July 23, 2007, which is one business day prior to the conveyance of the Property in accordance with Section 4.

Payments shall be made by certified check payable to the County of Los Angeles.

3. Costs. All costs and expenses related to this transaction shall be paid by Buyer, including, but not limited to, the cost of a title insurance policy, and all documentary transfer taxes and document drafting, recording and any other miscellaneous charges and fees. In the event any cost or expense is paid by Seller, Buyer shall immediately upon Seller's request remit a check payable to the County of Los Angeles in an amount equal to such costs and expenses.

4. Conveyance and Closing Date. Seller shall convey the Property to Buyer by quitclaim deed ("Deed"), subject to:

A) All taxes, interest, penalties, and assessments of record assessed but not yet due, if any;

B) Covenants, conditions, restrictions, reservations, easements, licenses, rights, and rights-of-way of record; and

C) The following restrictions:

i) At no time and under no circumstances shall Habitable Structures, as that term is defined herein, be constructed on the Property;

ii) The Property shall be subject to the right in perpetuity of the County of Los Angeles or its assignees to use portions of the Property for Fire Break Construction as that term is defined herein;

iii) At no time shall the Property be used for commercial agricultural purposes, including, but not limited to, development of vineyards, clearing and/or irrigating the land for the purpose of growing crops for sale or inclusion in a commercial product or use of chemicals for the purpose of promoting the growth of plant life except those chemicals typically used for care and maintenance of a home garden or landscape features;

iv) Any lighting installed upon the Property must use low intensity directional lighting and screening to minimize light spillover and glare onto residential neighborhoods and park lands, thereby preserving to the extent consistent with public safety, a natural night sky. Night lighting of outdoor recreational specialty courts, such as tennis courts, is expressly prohibited by this language;

v) Except as provided in subsection (b) below, fences higher than six feet shall not be installed on any part of the Property;

vi) The Property, along with property currently owned by Buyer and described in Exhibit B ("Buyer's Property") attached hereto and incorporated herein by reference, will be held as one parcel by the Buyer and no portion of the Property will be sold, conveyed, assigned, granted, or bequeathed separately. Except for this subsection vi, Buyer's Property shall not be subject to any of the use restrictions contained in this Agreement;

vii) The use of any portion of the Property for the purposes of Transfer Development Credit, or for any purpose associated with allowing the increased development of other property located in California, is expressly prohibited; and

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

The defined terms are as follows:

(a) Habitable Structures is defined as any enclosed structure having any type of plumbing fixtures or food preparation area, including, but not limited to, (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves, or other equipment for the purpose of preparing food; and (2) bathroom facilities including toilets, sinks, tubs, and showers.

(b) Fire Break Construction is defined as construction of walls of varying height and width using any type of fire resistant building materials. Construction of such walls will be within five (5) feet of the nearest property line of the Property

D. Seller's reservation to itself and exception from the conveyance contemplated herein of all oil, gas, hydrocarbons, or other minerals in and under the Property, without the use of the surface or subsurface, to a depth of five hundred (500) feet, measured vertically, from the surface of the Property.

E. Seller shall convey the Property on or before the later of (i) July 24, 2007, or (ii) a date occurring fifteen (15) days after the date the County of Los Angeles Board of Supervisors approves the sale of the Property.

In satisfaction of item C) vi) above, Buyer agrees to execute the Covenant and Agreement to Hold Property as One Parcel, attached hereto as Exhibit C and incorporated herein by reference.

5. Title. Buyer understands that the Property is being sold without any warranty regarding the condition of title to the Property; Buyer accepts all matters of record and understands that Seller will not provide a policy of title insurance and makes no representations or warranties as to condition of title. Seller recommends that Buyer retain, at Buyer's sole cost and expense, a licensed title company to issue a policy of title insurance. Buyer agrees that the condition of title shall not be cause for Buyer's cancellation of this Agreement and in the event Buyer cancels the sale because of problems related to title, then Seller shall retain the Down Payment.

6. Recording. Upon execution of this Agreement, Seller shall prepare the Deed indicating title to the Property to be vested in the name of the Buyer as follows: William J. Buerge and shall cause the Deed to be recorded in the official records of the Los Angeles County Recorder.

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

8. Condition of the Property.

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

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

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

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

fees), and claims for damages of any nature whatsoever.

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

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

11. Conflicts. In the event of a conflict between the provisions of this Agreement and the provisions of any other documents executed or agreements made or purported to be executed or made between the parties prior to the date hereof, the provisions contained in this Agreement shall in all instances govern and prevail.

12. Assignment. This Agreement is not assignable. Buyer shall not assign or attempt to assign this Agreement, or any rights hereunder, to any other person or entity. Any such assignment or purported assignment shall be null and void, and of no force and effect whatsoever.

13. Notices. All notices, demands, and requests required or desired to be given pursuant to this Agreement by either party shall be sent by United States Mail, registered or certified, postage prepaid, and addressed to the parties as follows:

Seller: County of Los Angeles
Chief Administrative Office
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Carlos Brea, Manager
Property Management

Buyer: William J. Buerge
20421 Callon Drive
Topanga, CA 90290

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

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

15 Seller's Remedies. In the event of Buyer's failure to consummate the transaction contemplated by this Agreement, 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, WHICH 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, BUYER AND SELLER AGREE THAT SELLER'S RETENTION OF THE DOWN PAYMENT IS PARTICULARLY APPROPRIATE FOR THIS TRANSACTION; THAT THE AMOUNT OF THE DOWN PAYMENT IS INSUFFICIENT TO COVER SELLER'S COST OF THIS TRANSACTION; AND AGREE 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, IN THE EVENT OF BUYER'S BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY. SELLER'S OTHER REMEDIES SHALL INCLUDE, WITHOUT LIMITATION, 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 TO SUE FOR SPECIFIC PERFORMANCE.

Seller's Initials _____ Buyer's Initials _____

16. County Lobbyist Ordinance. Buyer is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate this Agreement.

17. Severability. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be severed from the Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of the Agreement, provided the remaining Agreement can be reasonably and equitably enforced.

18. 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.

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

20. 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.

21. 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.

22. 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.

23. 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.

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

25. Power and Authority. The Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

26. 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.

27. 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.

28. Entire Agreement. This Agreement contains the entire agreement between the parties herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Seller and Buyer.

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

BUYER

WILLIAM J. BUERGE

By: _____
William J. Buerge

Upon approval of this Agreement, a signed copy will be mailed to Buyer.

SELLER

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

Sachi A. Hamai
Executive Officer, Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.

By _____
Stephanie Brody, Senior Associate

EXHIBIT A
LEGAL DESCRIPTION
PROPERTY TO BE ACQUIRED

APN: 4441-015-901 (PORTION), 4442-013-902, AND 4442-013-903

THAT PORTION OF LOT 14 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

LOT 25 AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 44 PAGES 25 THROUGH 27 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES.

THAT PORTION OF LOT 15 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

LOTS 96 AND 98 AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 20 PAGE 43 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES.

EXHIBIT B
LEGAL DESCRIPTION
PROPERTY CURRENTLY OWNED BY BUYER

APN: 4442-013-027 AND 4442-013-039

THAT PORTION OF LOT 14 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

LOTS 23, 24, AND 26 AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 44 PAGES 25 THROUGH 27 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES.

THAT PORTION OF LOT 15 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 1 AS SHOWN ON A LICENSED SURVEYOR'S MAP FILED IN BOOK 20 PAGE 43 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY LYING WESTERLY OF THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF PARCEL NO. 94.

LOTS 94, 95, 97, 99, 100, 101, 102 AND 165 AS SHOWN ON A LICENSED SURVEYOR'S MAP FILED IN BOOK 20 PAGE 43 RECORD OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT C

RECORDING REQUESTED BY & MAIL TO

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL

The undersigned hereby certify that they are the owner of the real property described below located in the Topanga area of the Unincorporated County of Los Angeles, State of California that is legally described as follows:

PARCEL A

THAT PORTION OF LOT 14 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

LOT 25 AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 44 PAGES 25 THROUGH 27 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES.

THAT PORTION OF LOT 15 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

LOTS 96 AND 98 AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 20 PAGE 43 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES.

PARCEL B

THAT PORTION OF LOT 14 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

LOTS 23, 24, AND 26 AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 44 PAGES 25 THROUGH 27 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES.

THAT PORTION OF LOT 15 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 1 AS SHOWN ON A LICENSED SURVEYOR'S MAP FILED IN BOOK 20 PAGE 43 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY LYING WESTERLY OF THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF PARCEL NO. 94.

LOTS 94, 95, 97, 99, 100, 101, 102 AND 165 AS SHOWN ON A LICENSED SURVEYOR'S MAP FILED IN BOOK 20 PAGE 43 RECORD OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY 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):
4441-015-901(PORTION), 4442-013-902, 4442-013-903, 4442-013-027, AND 4442-013-039 located at 20440 Callon Drive, Topanga

I hereby agree and covenant with the County of Los Angeles that the above legally described real property shall be merged and held as one parcel and no portion shall be sold separately.

This covenant and agreement is executed for the purpose of prohibiting the further subdivision of the land described herein.

This covenant and agreement shall run with all the above described land and shall be binding upon ourselves, and future owners, encumbrancers, their successors, heirs, or assignees and shall continue in effect in perpetuity.

Agreed to:

William J. Buerge

SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2007 by and between the **COUNTY OF LOS ANGELES** ("Seller"), and Daniel Zvi Bienenfeld ("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 at 20474 Callon Drive in the Topanga area of unincorporated County of Los Angeles, State of California and legally described in Exhibit A, attached hereto and incorporated herein by reference, ("Property"). Seller desires to sell the Property, and convey it to Buyer, and Buyer desires to purchase the Property and accept it from Seller, for the consideration and on the terms and conditions hereinafter set forth.

2. Purchase Price. The purchase price ("Purchase Price") for the Property is Thirty Two Thousand Seven Hundred and Eighteen NO/100 Dollars ($32,718.00), payable by Buyer to Seller as follows:

A) One Thousand Seven Hundred Eighteen and NO/100 Dollars ($1,718.00) receipt of which is hereby acknowledged by the Seller ("Down Payment"). The Down Payment shall be refunded to Buyer only in the event the Property is not conveyed to Buyer due to Seller's inability to convey the Property.

B) The remaining balance of Thirty One Thousand and NO/100 Dollars ($31,000.00) to be paid in full on May 16, 2007, which is one business day prior to the conveyance of the Property in accordance with Section 4.

Payments shall be made by certified check payable to the County of Los Angeles.

3. Costs. All costs and expenses related to this transaction shall be paid by Buyer, including, but not limited to, the cost of a title insurance policy, and all documentary transfer taxes and document drafting, recording and any other miscellaneous charges and fees. In the event any cost or expense is paid by Seller, Buyer shall immediately upon Seller's request remit a check payable to the County of Los Angeles in an amount equal to such costs and expenses.

4. Conveyance and Closing Date. Seller shall convey the Property to Buyer by quitclaim deed ("Deed"), subject to:

A) All taxes, interest, penalties and assessments of record assessed but not yet due, if any;

B) covenants, conditions, restrictions, reservations, easements, licenses, rights, and rights-of-way of record;

C) the restrictions that:

i) at no time and under no circumstances shall Habitable Structures, as that term is defined herein, be constructed on the Property;

ii) the Property shall be subject to the right in perpetuity of the County of Los Angeles or its assignees to use portions of the Property for Fire Break Construction as that term is defined herein;

iii) at no time shall the Property be used for commercial agricultural purposes, including, but not limited to, development of vineyards, clearing and/or irrigating the land for the purpose of growing crops for sale or inclusion in a commercial product or use of chemicals for the purpose of promoting the growth of plant life except those chemicals typically used for care and maintenance of a home garden or landscape features;

iv) any lighting installed upon the Property must use low intensity directional lighting and screening to minimize light spillover and glare onto residential neighborhoods and park lands, thereby preserving to the extent consistent with public safety, a natural night sky. Night lighting of outdoor recreational specialty courts such as tennis courts is expressly prohibited by this language;

v) except as provided in subsection (b) below, fences higher than six feet shall not be installed on any part of the Property;

vi) the Property, along with property currently owned by Buyer and described in Exhibit B ("Buyer's Property") attached hereto and incorporated herein by reference, will be held as one parcel by the Buyer and no portion of the Property will be sold, conveyed, assigned, granted, or bequeathed separately. Except for this subsection vi, Buyer's Property shall not be subject to any of the use restrictions contained in this Agreement;

vii) the use of any portion of the Property for the purposes of Transfer Development Credit, or for any purpose associated with allowing the increased development of other property located in California, is expressly prohibited; and

viii) in the event that Seller determines that these restrictions are not being complied with ("Default Condition"), written notice shall be given to the record owner of the Property and the owner shall have 30 days to cure the Default Condition, provided that if the nature of the Default Condition is such that it cannot reasonably be cured within such 30 day period, and such cure is commenced within such 30 day period and thereafter diligently prosecuted to completion, additional time to cure will be allowed. If the Default Condition is not so cured, then all right, title and interest in and to the Property shall revert back to Seller without further action by Seller. The record owner shall relinquish possession and execute a quit claim deed conveying the Property to Seller upon request. In no event shall Seller have the right to take title to the Buyer's Property.

The defined terms are as follows:

(a) Habitable Structures: is defined as any enclosed structure having any type of plumbing fixtures or food preparation area, including but not limited to: (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves or other equipment for the purpose of preparing food and; (2) bathroom facilities including toilets, sinks, tubs and showers.

(b) Fire Break Construction: is defined as construction of walls of varying height and width using any type of fire resistant building materials. Construction of such walls will be within 5 feet of the nearest property line of the Property

D. Seller's reservation to itself and exception from the conveyance contemplated herein of all oil, gas, hydrocarbons, or other minerals in and under the Property, without the use of the surface or subsurface, to a depth of 500 feet, measured vertically, from the surface of the Property.

E. Seller shall convey the Property on or before the later of (i) May 17, 2007, or (ii) a date occurring 15 days after the date the County of Los Angeles Board of Supervisors approves the sale of the Property.

In satisfaction of item C) vi) above, Buyer agrees to execute the Covenant and Agreement to Hold Property as One Parcel attached hereto as Exhibit C and incorporated herein by reference.

5. Title. Buyer understands that the Property is being sold without any warranty regarding the condition of title to the Property; Buyer accepts all matters of record and understands that Seller will not provide a policy of title insurance and makes no representations or warranties as to condition of title. Seller recommends that Buyer retain, at Buyer's sole cost and expense, a licensed title company to issue a policy of title insurance. Buyer agrees that the condition of title shall not be cause for Buyer's cancellation of this Agreement and in the event Buyer cancels the sale because of problems related to title, then Seller shall retain the Down Payment.

6. Recording. Seller shall prepare the Deed indicating title to the Property to be vested in the name of the Buyer as follows: Daniel Zvi Bienenfeld, an unmarried man and shall cause the Deed to be recorded in the official records of the Los Angeles County Recorder.

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

8. Condition of the Property.

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

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

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

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

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

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

11. Conflicts. In the event of a conflict between the provisions of this Agreement and the provisions of any other documents executed or agreement made or purported to be executed or made between the parties prior to the date hereof, the provisions contained in this Agreement shall in all instances govern and prevail.

12. Assignment. This Agreement is not assignable. Buyer shall not assign or attempt to assign this Agreement, or any rights hereunder, to any other person or entity. Any such assignment or purported assignment shall be null and void, and of no force and effect whatsoever.

13. Notices. All notices, demands and requests required or desired to be given pursuant to this Agreement by either party shall be sent by United States Mail, registered or certified, postage prepaid, and addressed to the parties as follows:

Seller: County of Los Angeles
Chief Administrative Office
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Carlos Brea, Manager
Property Management

Buyer: Daniel Bienenfeld
P.O. Box 619
Pacific Palisades, CA 90272

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

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

15. Seller's Remedies. In the event of Buyer's failure to consummate the transaction contemplated by this Agreement, 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, WHICH 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, BUYER AND SELLER AGREE THAT SELLER'S RETENTION OF THE DOWN PAYMENT IS PARTICULARLY APPROPRIATE FOR THIS TRANSACTION; THAT THE AMOUNT OF THE DOWN PAYMENT IS INSUFFICIENT TO COVER SELLER'S COST OF THIS TRANSACTION, AND AGREE 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, IN THE EVENT OF BUYER'S BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY. SELLER'S OTHER REMEDIES SHALL INCLUDE, WITHOUT LIMITATION, 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 TO SUE FOR SPECIFIC PERFORMANCE.

Seller's Initials _____ Buyer's Initials _____

16. County Lobbyist Ordinance. Buyer is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate this Agreement.

17. Severability. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be severed from the Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of the Agreement, provided the remaining Agreement can be reasonably and equitably enforced.

18. 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.

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

20. 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.

21. 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.

22. 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.

23. 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.

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

25. Power and Authority. The Buyer has the legal power, right, and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

26. 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.

27. 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.

28. Entire Agreement. This Agreement contains the entire agreement between the parties herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Seller and Buyer.

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

BUYER

DANIEL ZVI BIENENFELD

By: _____
Daniel Zvi Bienenfeld

Upon approval of this Agreement, a signed copy will be mailed to Buyer.

SELLER

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

Sachi A. Hamai
Executive Officer, Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.

By _____
Deputy

EXHIBIT A
LEGAL DESCRIPTION
PROPERTY TO BE ACQUIRED

APN: 4441-015-901

THAT PORTION OF LOT 14 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

LOTS 11, 12, 37, 38, 125, AND 160 AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 44 PAGES 25, 26, AND 27 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES.

EXHIBIT B
LEGAL DESCRIPTION
PROPERTY CURRENTLY OWNED BY BUYER

APN: 4441-015-005 AND 4441-015-007

THAT PORTION OF LOT 14 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

LOTS 9, 10, 14, 35, 36, 39 AND 40 AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 44 PAGES 25, 26, AND 27 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES.

EXHIBIT C
COVENANT AGREEMENT

RECORDING REQUESTED BY & MAIL TO

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL

The undersigned hereby certify that they are the owner of the real property described below located in the Topanga area of the Unincorporated County of Los Angeles, State of California that is legally described as follows:

THAT PORTION OF LOT 14 OF TRACT NO. 3729 AS PER MAP RECORDED IN BOOK 41 PAGES 17 THROUGH 20 OF MAPS IN THE OFFICE OF THE COUNTY OF LOS ANGELES RECORDER DESCRIBED AS FOLLOWS:

LOTS 9, 10, 11, 12, 14, 35, 36, 37, 38, 39, 40, 125, AND 160 AS SHOWN ON RECORD OF SURVEY MAP FILED IN BOOK 44 PAGES 25, 26, AND 27 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF LOS ANGELES.

This property is located at and is known by the following address and Assessor Parcel Numbers (APN): 4441-015-901 (portion), 4441-015-005, and 4441-015-007 located at 20474 Callon Drive, Topanga

I hereby agree and covenant with the County of Los Angeles that the above legally described real property shall be held as one parcel and no portion shall be sold separately.

This covenant and agreement is executed for the purpose of prohibiting the further subdivision of the land described herein.

This covenant and agreement shall run with all the above described land and shall be binding upon ourselves, and future owners, encumbrancers, their successors, heirs or assignees and shall continue in effect in perpetuity.

Agreed to:

_____
Daniel Zvi Bienenfeld

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

State of _____ }
}
County of _____ }

On _____ before me, _____,

personally appeared _____
personally known to me (or 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.

WITNESS my hand and official seal.

Signature_____