County of Los Angeles
CHIEF EXECUTIVE OFFICE
Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
http://ceo.lacounty.gov

WILLIAM T FUJIOKA
Chief Executive Officer

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

April 3, 2012

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES
10 April 3, 2012
Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

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:

TRANSFER OF COUNTY PROPERTY TO THE CITY OF SANTA CLARITA TO BE USED FOR PARK PURPOSES (FIFTH DISTRICT) (5-VOTES)

SUBJECT

Approve the conveyance of five properties of land owned by the County of Los Angeles and currently used for park purposes to the City of Santa Clarita. The five properties are currently being maintained by the City of Santa Clarita and are located adjacent to the City's Canyon Country Park.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the transfer of the five County-owned properties to the City of Santa Clarita to preserve lands for park purposes is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to section 15325(f) of the State CEQA Guidelines.

2. Find that the five County-owned properties, depicted in the map and legally described in the Quitclaim Deeds, are local in character.

3. Find that the five County-owned properties are within an area approved for annexation to the City of Santa Clarita in 1997 and 2006 by the Local Agency Formation Commission for the County of Los Angeles.

4. Approve the transfer of the County's right, title, and interest in the five County-owned properties to the City of Santa Clarita with applicable conditions, and instruct the Chairman to execute the Transfer Agreement and Quitclaim Deeds.

5. Authorize the Chief Executive Officer or his designee to execute any other documents necessary to complete the conveyance upon approval as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The County of Los Angeles (County) has been working with the City of Santa Clarita (City) in completing the transfer of properties used for park purposes and operated within the City that were not transferred at the time of annexation. Your Board recently approved the transfer of three County Parks on June 14, 2011. The County currently holds title to five parcels owned by the County (collectively, County-owned Properties) used for park purposes, adjacent to the City's Canyon Country Park that should have been transferred from the County to the City at the time of incorporation in December 1987. The City has been operating and maintaining these County-owned Properties since the incorporation, and approval of the recommended actions will authorize and convey ownership of these County-owned Properties to the City with applicable conditions, as was intended in 1987. Additionally, approval of the recommendations will find the conveyance of the County-owned Properties to the City exempt from CEQA.

The City has entered into a Transfer Agreement with the County that states each deed for these County-owned Properties will contain restrictions that, 1) the County-owned Properties are to be used for open space, public recreation, and park purposes only; 2) the County-owned Properties shall be equally open and available to residents of incorporated and unincorporated territory, and there shall be no discrimination against or preference, gratuity, bonus, or other benefits given to residents of incorporated area not equally accorded to residents of unincorporated territory; and 3) in the event that the County determines that the owner in possession is not complying with these restrictions, then all right, title, and interest in and to the County-owned Properties shall revert back to the County upon providing a 30-day notice to owner in possession of its failure to comply with these restrictions and without any necessity of any other affirmative action on the part of the County.

Implementation of Strategic Plan Goals

The recommended actions support the County's Strategic Plan Goal of Operational Effectiveness (Goal 1) by maximizing the effectiveness of the County's processes and structure through the transfer of ownership of park land and operational and maintenance responsibilities of parks located within areas that were annexed to the City from the County.

FISCAL IMPACT/FINANCING

The conveyance of the County-owned Properties to the City will have no fiscal impact. The County-owned Properties are maintained and operated by the City and will be transferred to the City at no cost to the County.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The conveyance of the County-owned Properties to the City is authorized by Section 25550.5 of the California Government Code, which authorizes the transfer of County real property that has been improved for use as a public park, amusement, or recreational area situated within a city, to the city, in exchange for agreeing to continued operation of said public park, amusement, or recreational area.

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

County Counsel has reviewed the Quitclaim Deeds and Transfer Agreement related to the proposed conveyances and has approved them as to form.

ENVIRONMENTAL DOCUMENTATION

The project is categorically exempt from the provisions of CEQA. The transfer of government property to the City in order to preserve lands for park purposes is within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15325 (f) of the State CEQA guidelines. The project involves conveyance of properties to be used for park purposes.

Furthermore, upon conveyance of the County-owned Properties, the City will be responsible for complying with any CEQA requirements in connection with the use and improvements of the property.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will have no impact on current services, as the County-owned Properties will continue to be maintained and operated as local public parks following the transfer of ownership from the County to the City.

CONCLUSION

It is requested that the Executive Officer, Board of Supervisors, return two executed originals of the Transfer Agreement and Quitclaim Deeds for the properties conveyed, two certified copies of the Minute Order, and the adopted Board letter to the CEO Real Estate Division at 222 South Hill Street, 3rd Floor, Los Angeles, CA 90012 for further processing.

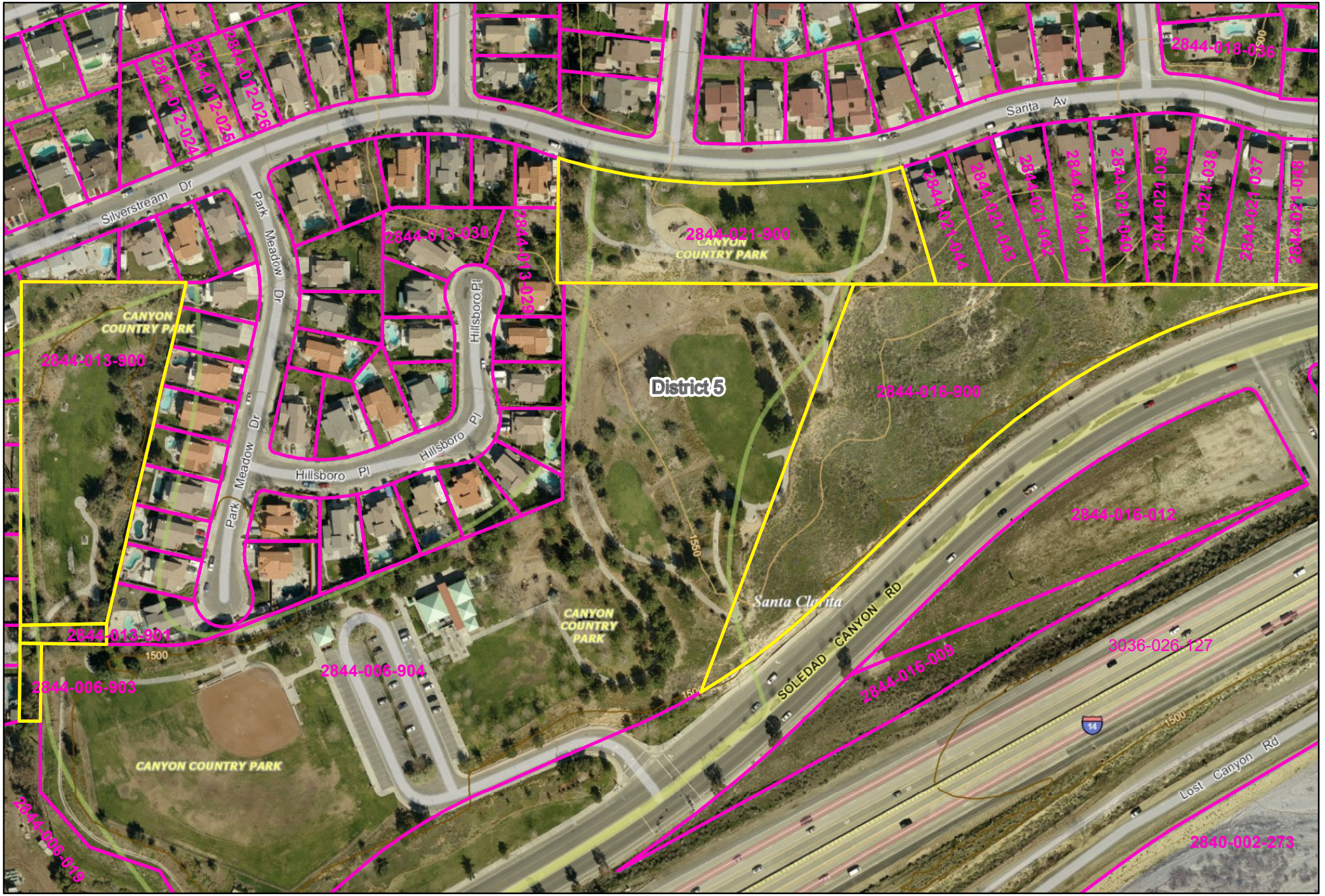
Respectfully submitted,

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:RLR
CMM:RH:kb

Attachments

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



DATE 9/22/11		
SUP. DISTRICT 5		Parcels to be Trasnferred

SANTA CLARITA PARK PROPERTIES TRANSFER AGREEMENT

This Santa Clarita Park Properties Transfer Agreement ("Agreement") is made and entered into this 3rd day of April 2012, by and between the City of Santa Clarita, a municipal corporation ("City"), and the County of Los Angeles a body politic and corporate ("County"), pursuant to Government Code Section 25550.5, regarding the conveyance of real properties. This Agreement is made with reference to the following facts:

A. County is the owner of five individual park properties as shown on the exhibits to the five quitclaim deeds, attached hereto and incorporated herein by this reference as Exhibit A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E (collectively, the "Quitclaim Deeds"). Said real properties being conveyed hereby shall be referred to collectively herein as the "Park Properties."

B. City agrees to accept the Park Properties for the purpose of incorporating them into the City's park system.

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby deemed a contractual part hereof, and of the promises, conditions, and mutual covenants set forth herein, the parties hereto agree as follows:

77753

1. **Transfer of Park Properties**.
County agrees to effectuate the transfer of the Park Properties by executing the Quitclaim Deeds attached hereto as Exhibits A, B, C, D, and E and incorporated herein by this reference.

2. **Use.** The City agrees at its sole cost, to develop, operate and maintain the Park Properties solely for public park and recreational purposes.

3. **Consideration**. Both City and County mutually agree that the consideration provided for the conveyance of the Park Properties shall be the City's agreement to develop, operate, and maintain the Park Properties for public park and recreational purposes for the benefit of the residents of incorporated and unincorporated Los Angeles County and the City.

4. **Condition of Title to Park Properties.** Except as otherwise expressly provided in this Agreement, the City is acquiring the Park Properties "AS IS" and "WITH ALL FAULTS" in their present state and condition as of the Closing. Except for the express representations and warranties set forth herein, each party agrees that the other has not made, does not make and specifically negates and disclaims any representations or warranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to the property being conveyed by it hereunder (including, without limitation, any warranty of merchantability, habitability, or fitness for a particular purpose).

5. **Warranties of County.** County warrants that:

A. County has no actual present knowledge of any pending litigation involving the Park Properties.

B. County has no actual present knowledge of any violation of, or notices concerning defects or noncompliance with, any applicable building code or other code, statute, regulation, ordinance, judicial order, or judicial holding pertaining to the Park Properties.

6. **Closing Date and Recordation**. The closing date ("Closing") shall occur 45 days after the execution of the Agreement by the Board of Supervisors.

The parties agree that, prior to Closing, the County will arrange for recording of the documents necessary to complete the conveyance contemplated hereby. The City agrees to timely provide the County its certificate(s) or resolution(s) of acceptance, pursuant to Government Code Section 27281 prior to the recording of the documents in a form substantially similar to that shown in Exhibit F attached hereto and incorporated herein by this reference.

7. Indemnification. The City 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 (collectively, "County Indemnified Parties"), from and against any and all liability, expense, (including without limitation defense costs and legal fees), and claims for damages of any nature whatsoever, related to site conditions of the Park Properties that accrue, or incidents that occur, after Closing.

7. **Default Regarding Use of County Lobbyists**. City and each County Lobbyist or County Lobbing firm, as defined in Los Angeles County Code Section 2.160.010, retained by City shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code 2.160. Failure on the part of City or any County Lobbyist or County Lobbying firm retained by City to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

8. **Notices**. Any written notices required by this Agreement shall be made by personal delivery, registered or certified mail, postage prepaid, to the address indicated below:

City: Rick Gould
Director of Parks, Recreation and Community Services
City of Santa Clarita
23920 Valencia Boulevard, Suite 300
Santa Clarita, CA 91355

County: Chief Executive Office
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
ATTENTION: Chris Montana

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

9. Counterpart. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but of which, together, shall constitute one and the same instrument.

10. Authorization, Approvals, Binding Nature. This Agreement has no force and effect and is not binding on the City until and unless it is authorized by the City Council, and the County until and unless authorized by the Board of Supervisors at a duly noticed public meeting.

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

12. 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.

13. 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.

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

15. 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.

16. 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.

17. 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.

18. 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.

19. Required Actions of the Parties. County and City 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.

20. Survival of Covenants. The covenants, agreements, representations and warranties made herein are intended to survive the consummation of the transfer of the Park Properties and recordation of the Quitclaim Deeds.

21. 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.

22. Final Agreement. This Agreement and the exhibits attached hereto, contains the entire agreement of the parties with respect to the transaction contemplated hereby and supersedes any prior agreement, oral or written, between City and County, about the subject matter hereof. No contemporaneous or subsequent agreement, amendment, representation or promise made by either party hereto, or by or to any employee, officer, agent, or representative of either party, shall be of any effect unless it is in writing and executed by the parties hereto.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized officials, as of the day and year first above written.

CITY OF SANTA CLARITA
A municipal corporation

BY: _____
Ken Pulskamp
City Manager

ATTEST:

_____
CITY CLERK

2/7/12
DATE

COUNTY OF LOS ANGELES

77753

By _____
Chairman, Board of Supervisors

ATTEST:
SACHI A. HAMAI
Executive Officer- Clerk of
The Board of Supervisors

By _____
Deputy

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:
JOHN F. KRATTLI
Acting County Counsel

By: _____
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

10 APR 3 2012

SACHI A. HAMAI
EXECUTIVE OFFICER

HOA.854380.1

EXHIBIT A

RECORDING REQUESTED BY
County of Los Angeles
AND MAIL TO
City of Santa Clarita
23920 Valencia Boulevard
Santa Clarita, CA 91355
Attention: Darren Hernandez

Space above this line for Recorder's use

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

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

TAX PARCEL: 2844-006-903

QUITCLAIM DEED

The **COUNTY OF LOS ANGELES, a body corporate and politic**, on a gratis basis, and in exchange for Grantee's agreement to comply with the provisions outlined in section b, c, d and e below, does hereby surrender, quitclaim and release to:

CITY OF SANTA CLARITA ("Grantee")

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 City of Santa Clarita, County of Los Angeles, State of California and is further described in Exhibit A which is incorporated herein by reference as though set forth in full. The location of the Property is identified in the map attached hereto as Exhibit B which is incorporated by reference as though set forth in full.

SUBJECT TO AND GRANTEE 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 condition that the Property is to be used for open space, public recreation and park purposes only;

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

e. the condition that in the event that County of Los Angeles determines that the owner in possession is not complying with these restrictions, then all right, title, and interest in and to the Property shall revert back to the County of Los Angeles upon providing a thirty (30) day notice to owner in possession of its failure to comply with these restrictions and without any necessity of any other affirmative action on the part of the County of Los Angeles.

Dated APR 0 3 2012

COLA LOG NO. _____

COUNTY OF LOS ANGELES

By _____
Zev Yaroslavsky
Chairman, Los Angeles County

ATTEST: SACHI A. HAMAI
EXECUTIVE OFFICER
CLERK OF THE BOARD OF SUPERVISORS

By _____ Deputy

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 3rd day of April, 2012, the facsimile signature of ZEV YAROSLAVSKY, Chairman, 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-Clerk of the
Board of Supervisors, County of Los Angeles

By Rachelle Smitherman
DEPUTY

Approved as to Form:
JOHN F. KRATTLI
ACTING COUNTY COUNSEL

Deputy

EXHIBIT A
LEGAL DESCRIPTION

Parcel 1-2

That Portion of the Southwest Quarter of the Northwest Quarter of Section 22, Township 4 North, Range 15 West, San Bernardino Meridian, in unincorporated territory of the County of Los Angeles, State of California, according to the official plat of the survey of said land on file in the Bureau of Land Management described as follows:

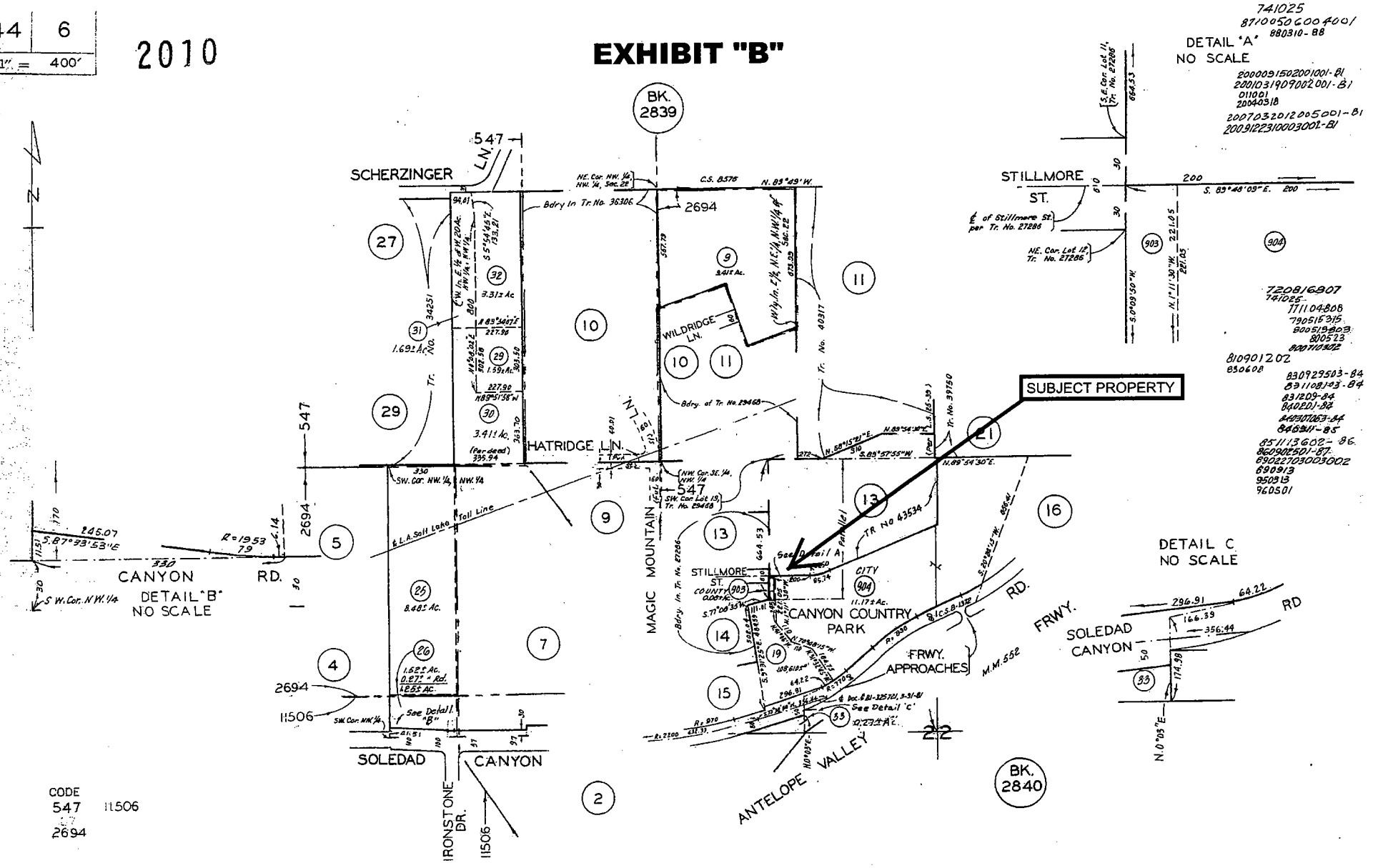
Beginning at the Southeasterly corner of Lot 12 of Tract No. 27206, as per map recorded in Book 729, Pages 12 and 13 of Maps, in the office of the County Recorder of said County, thence North 0° 13' 33" East along the Easterly line, and its northerly prolongation, of said Lot 12, a distance of 114.90 feet to a line parallel with and 30 feet Northerly, measured at right angles, from the Northerly line of said Lot, thence Easterly along the prolongation of said parallel line 31.91 feet to that certain course described as North 1° 11' 30" West 245.00 feet in the Westerly boundary of that certain parcel of land described as Parcel 1 in deed to George W. Paterson and Helen E. Peterson as Document No. 3414, on May 12, 1967 in Book D3642, Page 43, of Official Records, in the office of said County Recorder; thence Southerly along said certain course 114.87 feet to a line which is parallel with the Northerly line of the Southeast Quarter of the Northwest Quarter of said Section 22 and which passes through the Point of Beginning; thence North 89° 59' 57" West along said last mentioned parallel line 34.58 to said Point of Beginning

2844 | 6

SCALE 1" = 400'

2010

EXHIBIT "B"



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FOR PREV. ASSM'T SEE:
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T. 4 N., R. 15W.

ASSESSOR'S MAP
COUNTY OF LOS ANGELES, CALIF.

EXHIBIT B

RECORDING REQUESTED BY
County of Los Angeles
~~AND MAIL TO~~
City of Santa Clarita
23920 Valencia Boulevard
Santa Clarita, CA 91355
Attention: Darren Hernandez

Space above this line for Recorder's use

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

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

TAX PARCEL: 2844-013-901

QUITCLAIM DEED

The **COUNTY OF LOS ANGELES, a body corporate and politic**, on a gratis basis, and in exchange for Grantee's agreement to comply with the provisions outlined in section b, c, d and e below, does hereby surrender, quitclaim and release to:

CITY OF SANTA CLARITA ("Grantee")

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 City of Santa Clarita, County of Los Angeles, State of California and is further described in Exhibit A which is incorporated herein by reference as though set forth in full. The location of the Property is identified in the map attached hereto as Exhibit B which is incorporated by reference as though set forth in full.

SUBJECT TO AND GRANTEE 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 condition that the Property is to be used for open space, public recreation and park purposes only;

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

e. the condition that in the event that County of Los Angeles determines that the owner in possession is not complying with these restrictions, then all right, title, and interest in and to the Property shall revert back to the County of Los Angeles upon providing a thirty (30) day notice to owner in possession of its failure to comply with these restrictions and without any necessity of any other affirmative action on the part of the County of Los Angeles.

Dated APR 03 2012

COLA LOG NO. _____

COUNTY OF LOS ANGELES

By _____
Zev Yaroslavsky
Chairman, Los Angeles County

ATTEST: SACHI A. HAMAI
EXECUTIVE OFFICER
CLERK OF THE BOARD OF SUPERVISORS

By _____, Deputy

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 3rd day of April, 2012, the facsimile signature of ZEV YAROSLAVSKY, Chairman, 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-Clerk of the
Board of Supervisors, County of Los Angeles

By Rachelle Smither

Approved as to Form:
JOHN F. KRATTLI
ACTING COUNTY COUNSEL

Deputy

EXHIBIT A
LEGAL DESCRIPTION

LOT 31 OF TRACT NO. 43534, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1091 PAGES 38 TO 40 INCLUSIVE OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

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		P.A. 2844 - 13	5795	COUNTY OF LOS ANGELES
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EXHIBIT "B"

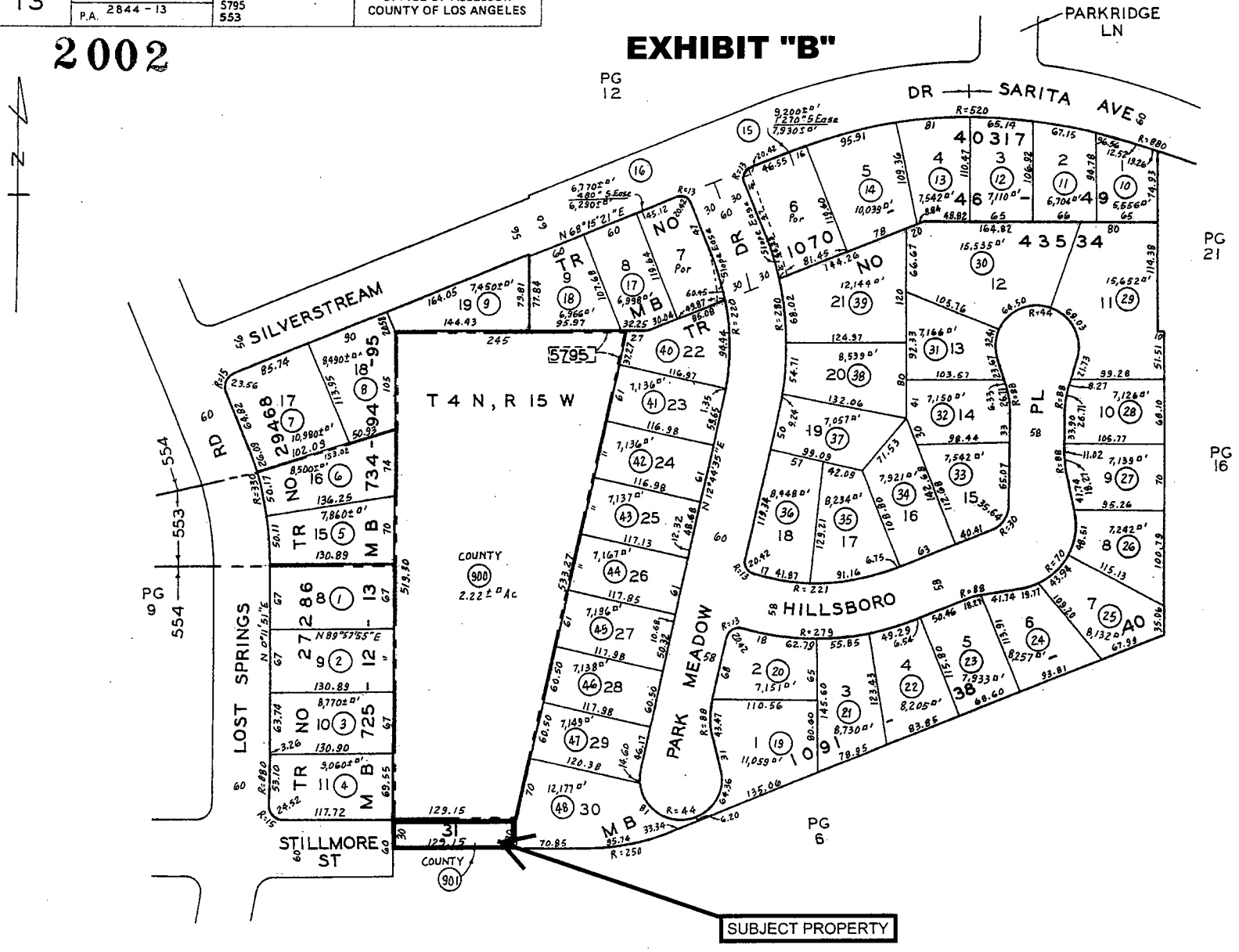

EXHIBIT C

RECORDING REQUESTED BY
County of Los Angeles
~~AND MAIL TO~~
City of Santa Clarita
23920 Valencia Boulevard
Santa Clarita, CA 91355
Attention: Darren Hernandez

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TAX PARCEL: 2844-013-900

QUITCLAIM DEED

The **COUNTY OF LOS ANGELES, a body corporate and politic**, on a gratis basis, and in exchange for Grantee's agreement to comply with the provisions outlined in section b, c, d and e below, does hereby surrender, quitclaim and release to:

CITY OF SANTA CLARITA ("Grantee")

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 City of Santa Clarita, County of Los Angeles, State of California and is further described in Exhibit A which is incorporated herein by reference as though set forth in full. The location of the Property is identified in the map attached hereto as Exhibit B which is incorporated by reference as though set forth in full.

SUBJECT TO AND GRANTEE 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 condition that the Property is to be used for open space, public recreation and park purposes only;

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

e. the condition that in the event that County of Los Angeles determines that the owner in possession is not complying with these restrictions, then all right, title, and interest in and to the Property shall revert back to the County of Los Angeles upon providing a thirty (30) day notice to owner in possession of its failure to comply with these restrictions and without any necessity of any other affirmative action on the part of the County of Los Angeles.

Dated APR 03 2012

COLA LOG NO. _____

COUNTY OF LOS ANGELES

By _____
Zev Yaroslavsky
Chairman, Los Angeles County

ATTEST: SACHI A. HAMAI
EXECUTIVE OFFICER
CLERK OF THE BOARD OF SUPERVISORS

By _____, Deputy

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.

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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-Clerk of the
Board of Supervisors, County of Los Angeles

By Rachelle Smither
DEPUTY

Approved as to Form:
JOHN F. KRATTLI
ACTING COUNTY COUNSEL

Deputy

EXHIBIT A
LEGAL DESCRIPTION

Parcel 1-1:

That Portion of the Southeast Quarter of the Northwest Quarter of Section 22, Township 4 North, Range 15 West, San Bernardino Meridian, in unincorporated territory of the County of Los Angeles, Stte of California, according to the official plat of the survey of said land on file in the Bureau of Land management described as follows:

Beginning at the Southeasterly corner of Lot 11 of Tract No. 27286, as per map recorded in Book 725, Pages 12 and 13 of Maps, in the office of the County Recorder of said County; thence along the Easterly line of said Tract and its Northerly prolongation North 0 13' 53" East 519.55 feet to the Southwesterly corner of Lot 19 of Tract No. 29468, per map recorded in Book 734, Pages 94 and 95 of said Maps; thence along the Southerly line of said Lot 19 and its Easterly prolongation South 89 59' 57" East 245.00 feet to the most Northerly Northwesterly corner of land described as Parcel No. 2 in the final order of condemnation entered in Los Angeles County Superior Court Case No. 989,283, a certified copy being recorded as Instrument No. 3736, on June 5, 1968 in Book D4022, Page 989 of Official Records of said County; thence along the Westerly line of said land, South 12 44' 35" West 533.39 feet, more or less, to the Easterly terminus of that certain course in the Northerly line of land described in Parcel No.1, as amended, in the final order of condemnation entered in said Superior Court Case No. 989,283, a certified copy being recorded as Instrument No. 5711 on June 3, 1968 in Book D4022 Page 946 of said Official Records, described as having a bearing and length of "South 89 40' 03" East 129.15 feet"; thence along said course 120.60 feet, more or less, to the Point of Beginning.

LOT 31 OF TRACT NO. 43534, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1091 PAGES 38 TO 40 INCLUSIVE OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

2844	13	SCALE 1" = 100	TRA 554	OFFICE OF ASSESSOR
		P.A. 2844 - 13	5795	COUNTY OF LOS ANGELES
			553	

2002

EXHIBIT "B"

REVISED
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880310-88
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011001

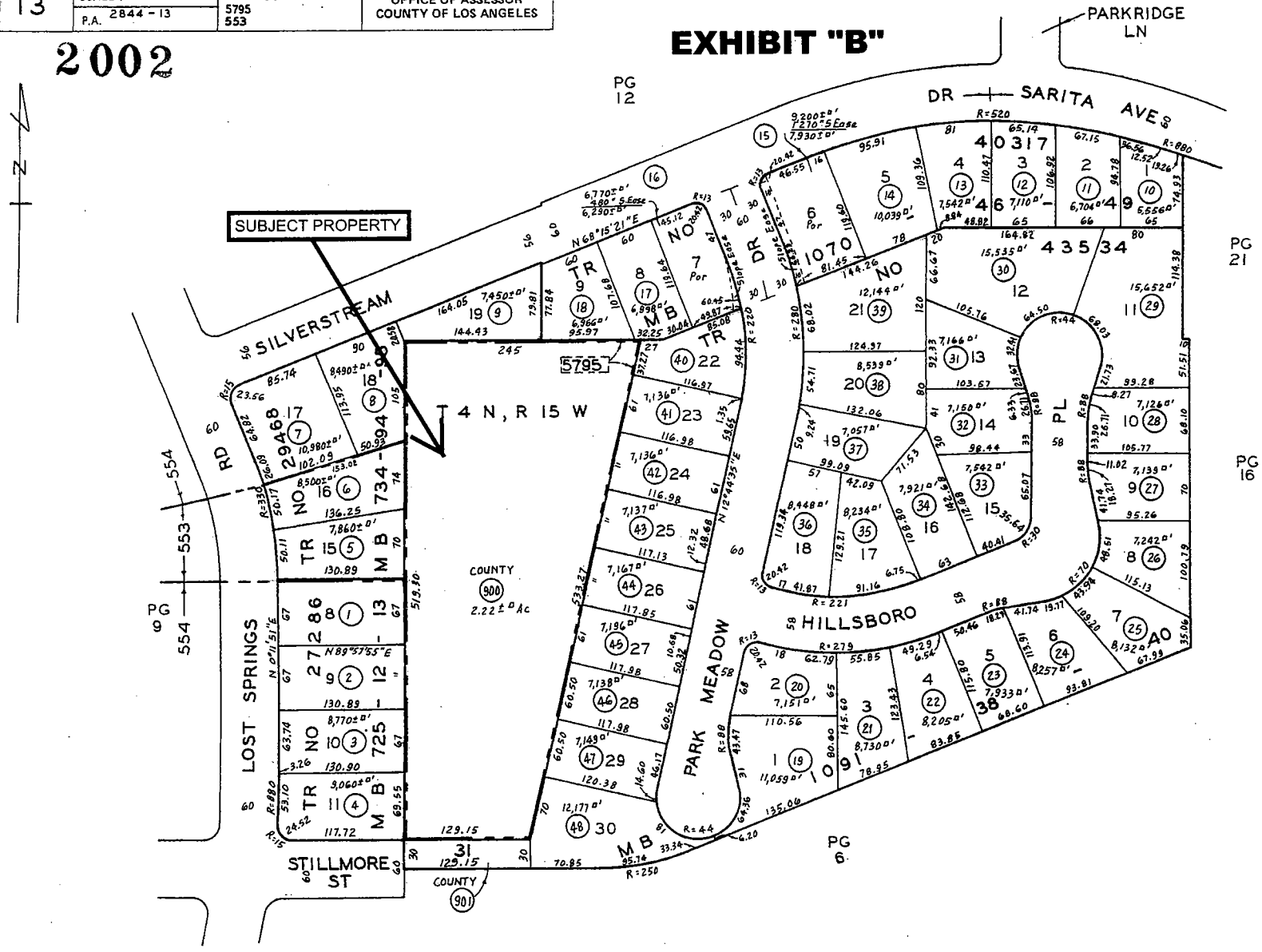

EXHIBIT D

RECORDING REQUESTED BY
County of Los Angeles
AND MAIL TO
City of Santa Clarita
23920 Valencia Boulevard
Santa Clarita, CA 91355
Attention: Darren Hernandez

Space above this line for Recorder's use

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

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

TAX PARCEL: 2844-021-900

QUITCLAIM DEED

The **COUNTY OF LOS ANGELES, a body corporate and politic**, on a gratis basis, and in exchange for Grantee's agreement to comply with the provisions outlined in section b, c, d and e below, does hereby surrender, quitclaim and release to:

CITY OF SANTA CLARITA ("Grantee")

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 City of Santa Clarita, County of Los Angeles, State of California and is further described in Exhibit A which is incorporated herein by reference as though set forth in full. The location of the Property is identified in the map attached hereto as Exhibit B which is incorporated by reference as though set forth in full.

SUBJECT TO AND GRANTEE 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 condition that the Property is to be used for open space, public recreation and park purposes only;

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

e. the condition that in the event that County of Los Angeles determines that the owner in possession is not complying with these restrictions, then all right, title, and interest in and to the Property shall revert back to the County of Los Angeles upon providing a thirty (30) day notice to owner in possession of its failure to comply with these restrictions and without any necessity of any other affirmative action on the part of the County of Los Angeles.

Dated APR 0 3 2012

COLA LOG NO. _____

COUNTY OF LOS ANGELES

By _____
Zev Yaroslavsky
Chairman, Los Angeles County

ATTEST: SACHI A. HAMAI
EXECUTIVE OFFICER
CLERK OF THE BOARD OF SUPERVISORS

By _____, Deputy

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 3rd day of April, 2012, the facsimile signature of ZEV YAROSLAVSKY, Chairman, 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-Clerk of the
Board of Supervisors, County of Los Angeles

By LaChelle Smith
DEPUTY

Approved as to Form:
JOHN F. KRATTLI
ACTING COUNTY COUNSEL

Deputy

EXHIBIT A
LEGAL DESCRIPTION

LOT 55 OF TRACT NO. 39750, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 953 PAGES 14 TO 17 INCLUSIVE OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

2844 21

TRA 554 2002

EXHIBIT "B"

850228-85
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87/1005
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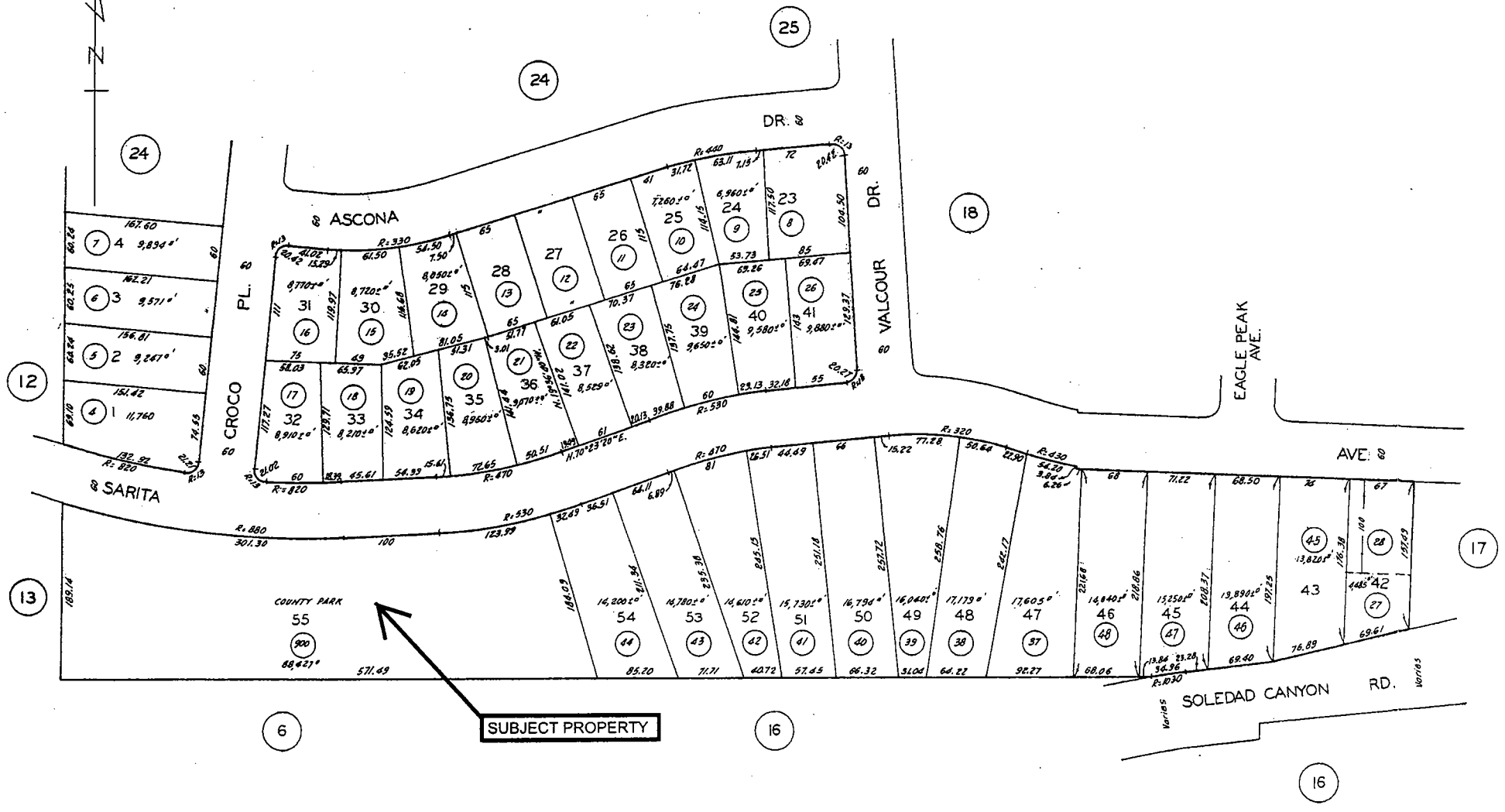
011001



2844-21

EXHIBIT E

RECORDING REQUESTED BY
County of Los Angeles
~~AND MAIL TO~~
City of Santa Clarita
23920 Valencia Boulevard
Santa Clarita, CA 91355
Attention: Darren Hernandez

_____ Space above this line for Recorder's use _____

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

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

TAX PARCEL: 2844-016-900

QUITCLAIM DEED

The **COUNTY OF LOS ANGELES, a body corporate and politic**, on a gratis basis, and in exchange for Grantee's agreement to comply with the provisions outlined in section b, c, d and e below, does hereby surrender, quitclaim and release to:

CITY OF SANTA CLARITA ("Grantee")

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 City of Santa Clarita, County of Los Angeles, State of California and is further described in Exhibit A which is incorporated herein by reference as though set forth in full. The location of the Property is identified in the map attached hereto as Exhibit B which is incorporated by reference as though set forth in full.

SUBJECT TO AND GRANTEE 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 condition that the Property is to be used for open space, public recreation and park purposes only;

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

e. the condition that in the event that County of Los Angeles determines that the owner in possession is not complying with these restrictions, then all right, title, and interest in and to the Property shall revert back to the County of Los Angeles upon providing a thirty (30) day notice to owner in possession of its failure to comply with these restrictions and without any necessity of any other affirmative action on the part of the County of Los Angeles.

Dated APR 03 2012

COLA LOG NO. _____

COUNTY OF LOS ANGELES

By _____
Zev Yaroslavsky
Chairman, Los Angeles County

ATTEST: SACHI A. HAMAI
EXECUTIVE OFFICER
CLERK OF THE BOARD OF SUPERVISORS

By _____, Deputy

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 3rd day of April, 2012, the facsimile signature of ZEV YAROSLAVSKY, Chairman, 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-Clerk of the
Board of Supervisors, County of Los Angeles

By Rachelle Smitherman
DEPUTY

Approved as to Form:
JOHN F. KRATTLI
ACTING COUNTY COUNSEL

Deputy

EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1-5

That portion of the southwest quarter of the northeast quarter of Section 22, Township 4 North, Range 15 West S.B.M., within the following described boundaries:

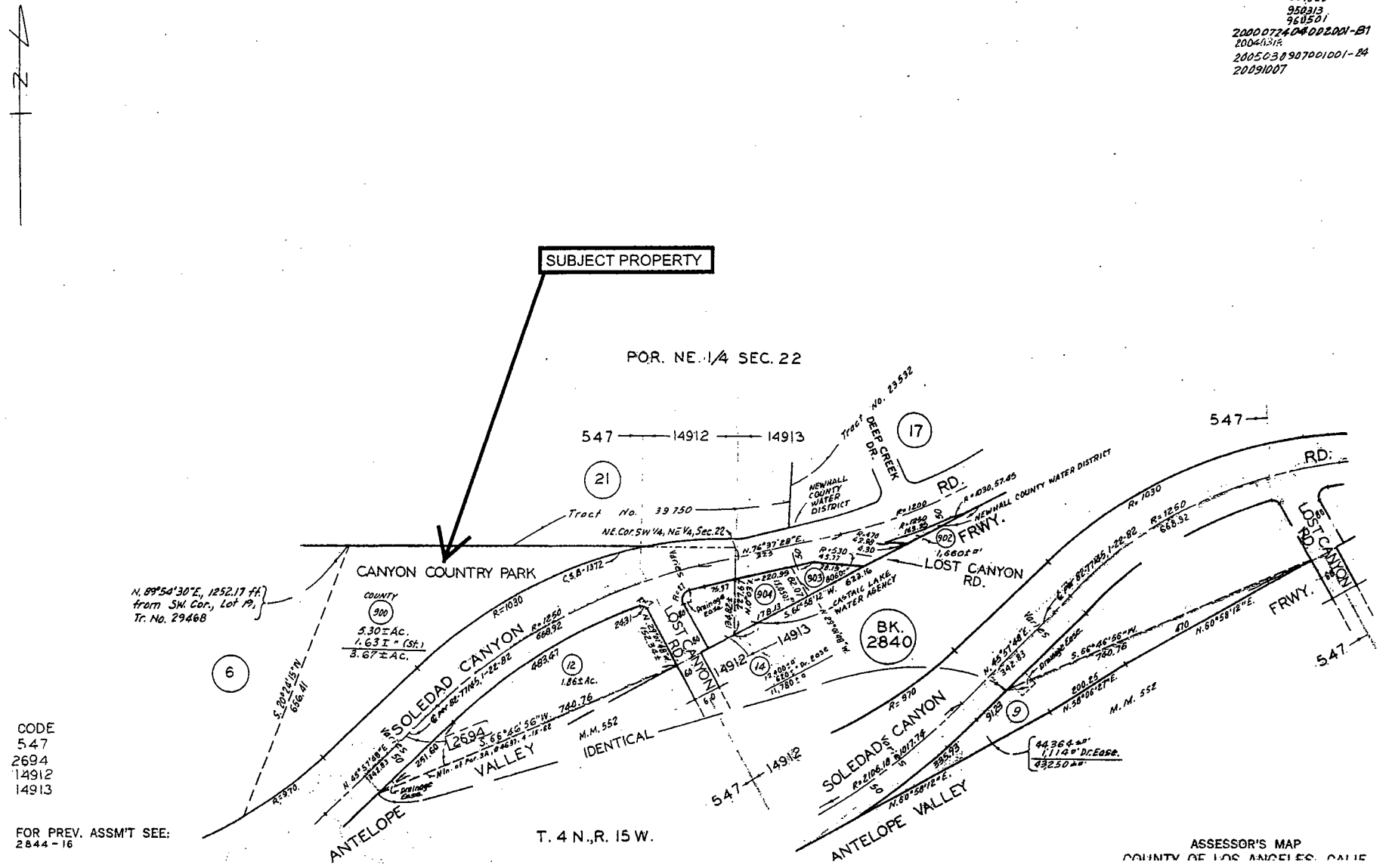
Beginning at the northeasterly corner of that certain parcel of land described as Parcel 1 in deed to George W. Peterson et ux, recorded as Document No. 3414, on May 12, 1967, in Book D3642, page 43, of Official Records, in the office of the Registrar-Recorder/ County Clerk of the County of Los Angeles; thence southerly along the easterly line of said certain parcel of land 655.24 feet to the northwesterly boundary of that certain 60 foot strip of land described in deed to County of Los Angeles, for Soledad Canyon Road, recorded on January 16, 1939, in Book 16313, page 248, of said Official Records; thence northeasterly and easterly along the northwesterly and northerly boundaries of said certain 60 foot strip of land to the northerly line of the southwest quarter of the northeast quarter of said section, thence North 89° 59' 57" West along said northerly line 710.87 feet to the point of beginning.

Together with the northwesterly and northerly 30 feet of said Soledad Canyon Road, adjoining the above described parcel of land described as Parcel 1-5 on the southeast and south.

2844 | 16

SCALE 1" = 200'

2010

EXHIBIT "B"

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