WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles
CHIEF EXECUTIVE OFFICE

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

"To Enrich Lives Through Effective And Caring Service"

Board of Supervisors
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Fifth District

January 21, 2014

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

8 January 21, 2014

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, California 90012

Dear Supervisors:

**ROAD ACCESS AND MAINTENANCE AGREEMENT
FOR PRIVATE ROAD ACCESS
TO CASTRO PEAK COMMUNICATION SITE, MALIBU
(THIRD DISTRICT)
(3 VOTES)**

SUBJECT

Approval of a road access and maintenance license agreement to allow the County Internal Services Department to traverse Castro Motorway, a private road that provides access to the County of Los Angeles' Castro Peak Communication Site located at 928 Latigo Canyon Road, Malibu.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed road access and maintenance license agreement is categorically exempt from the provisions of the California Environmental Quality Act, pursuant to Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board, per Section 15301 of the State of California Environmental Act Guidelines (Existing Facilities).

2. Approve and instruct the Chairman to sign the five-year road access and maintenance license agreement with companies owned by James Kay (Licensor), with 10 five-year renewal options; an initial one-time service cost of $31,000 in order to defer Licensor's capital, maintenance, and administrative costs; and a license fee of $12,000 per annum, which includes permission to use the private road and offsets for annual routine maintenance costs for the road, which will be incurred by the Licensor.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to provide the County's Internal Services Department (ISD) with long-term access through the subject properties to the Castro Peak Communication Site (Site). The Site is critical not only to the County, but to the State of California (State) and County of Ventura (Ventura), both of which occupy space at Castro Peak under separate license agreements. It is also projected that the Site will also be utilized by the Los Angeles Regional Interoperable Communications System Authority (LA RICS), and the proposed License will provide LA RICS with the same access to the Site.

Implementation of Strategic Plan Goals

The proposed recommendations will further the Board-approved Countywide Strategic Plan Goal of Operational Effectiveness (Goal 1), that directs we maximize the effectiveness of process, structure, and operations to support timely delivery of customer-oriented and efficient public services. In this case, the County is demonstrating interagency cooperation and goodwill by providing the public with quality service that is beneficial and responsive.

FISCAL IMPACT/FINANCING

ISD will incur an initial one-time service cost of $31,000 and an annual license fee of $12,000. Both costs will eventually be divided equally among the County, and the other two Site users, which are the State and Ventura, resulting in an initial one-time County cost of $10,333, and annual County cost of $4,000, after negotiations with the two Site users have been completed. The one-time and annual costs to the County will be recovered by ISD through departmental billings.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Castro Peak is a multi-County department user site under the proprietorship of ISD, which manages the Site and the telecommunication facilities on behalf of the County.

On August 18, 1998, the Board approved a 20-year license (License L-71733), which permitted the State to install a telecommunication system for use by the California Highway Patrol and other State agencies. On February 17, 2009, the Board approved License L-76946, which allowed Ventura to co-locate its telecommunication facilities with those of the State. License L-76946, as later amended on November 3, 2010, currently provides interoperable communication capabilities for enhanced coordination among multi-agency emergency and law enforcement responders.

As information, access to the Castro Peak Communication Site is provided by a private roadway, Castro Motorway, which traverses through several privately-owned parcels. The proposed access agreement with the Licensor will provide the County and its Site users with long term rights over approximately 12,210 linear feet of that roadway to provide ingress and egress in relation to the Site.

Licensor maintains the private Castro Roadway, owns the majority of parcels over which the Roadway traverses, and holds easement rights over the other portions of the roadway, which originates from a public highway (Latigo Canyon Road). Under the terms of the proposed agreement, Licensor will be obligated to allow access through all of Licensor's properties, allow use of the roadway by County and other site users, and maintain the entire Castro Roadway to accommodate increased traffic and wear on the roadway.

The Chief Executive Office (CEO), Real Estate Division plans to return back to the Board as soon as negotiations have been completed with the State and Ventura to amend their respective license agreements so as to provide for their use of the roadway through an annual fee to the County,

thereby reducing the County's overall net costs under the proposed license agreement.

County Counsel has reviewed and approved as to form all of the documentation being presented for Board approval.

ENVIRONMENTAL DOCUMENTATION

The CEO has concluded that this project is exempt from the California Environmental Quality Act (CEQA) as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board, and Section 15301 of the State CEQA Guidelines (Existing Facilities).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will not impact/affect any current services.

CONCLUSION

It is requested that the Executive Office, Board of Supervisors return two conformed copies of the Board letter and an executed copy of the road access and maintenance license agreement 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:EJ:kb

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Internal Services

LICENSE FOR ROAD ACCESS AND MAINTENANCE

This License for Road Access and Maintenance ("License") is made and entered into this 21st day of January 2014 by and between LT-WR, LLC (Assessor's Parcel Number "APN" 4464-022-045); YOGIBEAR PROPERTIES, LLC (APN 4464-022-016); SMOKEY THE BEAR PROPERTIES, LLC (APN 4464-022-015 and 4464-022-005); THIRD DISTRICT PARKLANDS, LLC (APN 4464-022-010), THIRD DISTRICT MEADOWLANDS, LLC (APN 4464-022-018 and APN 4464- 022-001); MOUNTAINLANDS CONSERVANCY, LLC (APN 4464-022-046 and 4464-022-019); PARKLANDS RANCH, LLC (APN 4464-022-014); and PANORAMA RANCH, LLC (APN 4464-022-013) (individually and collectively "Licensor"), on the one hand, and the County of Los Angeles ("Licensee"), on the other hand.

RECITALS

A. Licensor owns those parcels identified by the Assessor Parcel Numbers above, said parcels being located over portions of Castro Motorway, such that Licensor has a right to ingress and egress along those parcels by virtue of its ownership rights (hereinafter "Roadway"). Said parcels on the Roadway are depicted in Exhibit A, attached hereto and incorporated by reference herein.

B. Licensee is the owner of that parcel identified as APN 4464-022-900 ("Parcel-900"). The Roadway is a means for ingress and egress to and from Licensor's parcels to Licensee's Parcel-900.

C. At least one Licensor holds an easement over Castro Motorway from a public roadway to the Roadway owned by Licensor.

D. LT-WR has maintained the entirety of Castro Motorway for the benefit of all users, including portions owned by Licensor and portions to which easements are held.

E. In order to access the Roadway, Licensee desires to enter into this License Agreement.

F. As a condition to accessing the Roadway, Licensee agrees to pay for use of the Roadway and to contribute a proportionate cost for maintenance of the Roadway, as set forth herein, for so long as this License is in effect.

AGREEMENT

NOW, THEREFORE, Licensor hereby grants and Licensee does hereby accept, a non-assignable and non-exclusive right to use the Roadway on the parcels owned by Licensor. Only a license for non-exclusive use of such access by vehicles is granted hereby. No bailment is created. No lease is created. No easement is created. Licensee shall have no right, title or interest in the Roadway. The license is personal to Licensee, the term "Licensee" meaning only the supervisors, directors, officers, and employees of the County of Los Angeles. Agents and approved sub-licensees of Licensee are also permitted to use the Licensed Premises. Licensor makes no representations or warranties regarding Licensee's ingress or egress rights over Castro Motorway over parcels that are not owned by Licensor, but represents that Licensor shall not object to Licensee's use of any portion of Castro Motorway that is not owned by Licensor. LT-WR represents and warrants that it shall maintain the entirely of Castro Motorway by and for the benefit of all users, including Licensee and

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its agents and approved sub-licensees, during the term of the License. Licensee materially relies upon LT-WR's representations in entering into this Agreement.

1. **TERM:** The initial term of this Agreement shall be five (5) years. Licensee shall have the right, but not the obligation, to exercise the option of ten (10) additional five-year terms (each individually an "option term"). Unless the Licensee provides written notice of its intent to terminate the Agreement no later than thirty (30) days prior to expiration of the initial or any option term, the term shall automatically extend for an additional option term. This Agreement shall terminate or otherwise become void in the event that, by lawsuit or otherwise, including a voluntary sale of any of the parcels, Licensor sells or loses its ownership of parcels over the Roadway, or is unable to perform. In the event that the License is terminated or becomes void, Licensor shall return any prepaid monies for any period that had not yet passed.

2. **RATE:** Commencing February 1, 2014, Licensee shall pay to Licensor the amount of twelve thousand dollars ($12,000) per annum for the initial term. Upon each anniversary, the rate shall increase at the rate of two and one-half percent (2.5%) per annum.

   Licensee shall also pay an initial service fee ("Initial Service Fee") to defer initial capital, maintenance, and administrative costs associated with Licensor's implementation of this Agreement. Licensee shall pay Licensor a one-time sum in the amount of Thirty One Thousand Dollars ($31,000), due and payable on February 1, 2014, for this Initial Service Fee.

3. **ACCESS:** Execution of this Agreement by the parties thereto shall entitle Licensee and its agents and its sub-licensees approved pursuant to this License, as well as any sub-licensees later approved by Licensor, whose approval shall not be unreasonably withheld ("Sub-Licensees") to use the Roadway, which is that portion of Castro Motorway over the parcels owned by Licensor, for ingress and egress to Parcel-900. Further, Licensor shall not object to use of Castro Motorway by Licensee, its agents or Sub-Licensees, over which Licensor holds an easement.

   As of the date of execution of this License, Licensor approves the following Sub-Licensees to use the Roadway:
   1) County of Ventura
   2) State of California
   3) Los Angeles Regional Interoperable Communications System Authority ("LA RICS Authority")

4. **INDEMNIFICATION:** Licensor and Licensee, on behalf of itself and its agents and Sub-Licensees, shall indemnify, defend and hold each other, its agents, officers, directors and employees harmless from and against all claims, causes of action, costs (including reasonable attorneys' and in-house counsel fees) or damages (including special, incidental, exemplary and consequential damages and loss of business or profits) arising from (i) the access to and use of the Roadway (normal wear and tear excepted) granted hereby, or (ii) any act or failure to act of the other party , except those actions or omissions arising out of the negligence or willful misconduct of said party, its agents, officers, directors and employees. The terms negligence and willful misconduct shall include, but are not limited to, material misrepresentations of law or fact by a party. In addition to this indemnity, LT-WR shall

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have the right, at its sole discretion, to suspend the access rights granted hereunder if said rights are exercised in a manner that is illegal or poses an imminent threat of danger to any person or property. LT-WR may terminate this Agreement for said illegal or dangerous use of the Roadway, but only after providing written notice to Licensee and providing Licensee a reasonable opportunity to remedy the illegal or dangerous use.

5. **ENVIRONMENTAL IMPAIRMENT:**

(a) Other than in the ordinary and reasonable course of Licensee's business, Licensee and its agents and Sub-Licensees shall not use, generate, manufacture, store, transport or dispose of, on or over the Roadway any flammable liquids, hazardous materials, hazardous wastes, hazardous or toxic substances (collectively referred to as "Hazardous Materials") as those terms are defined under relevant federal and state laws and regulations. Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Roadway as a result of Licensee's and its agents' and Sub-Licensees' use and occupancy thereof, Licensee shall provide notice as required by law, and Licensee, at its expense, shall undertake all appropriate remediation measures on the Roadway and all other property affected thereby to the satisfaction of County of Los Angeles and any governmental body having jurisdiction.

(b) Licensee, on behalf of itself and its agents and Sub-Licensees, shall also notify Licensor as required by law of any release of Hazardous Materials known to Licensee on or beneath the Roadway.

(c) Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Roadway (collectively referred to as "Discharge") as a result of Licensee's and its agents', and Sub-Licensees', use and occupancy thereof, Licensee shall indemnify, hold harmless and defend Licensor against all liability arising from any injuries to any person and damage to property, including without limitation, employees and property of Licensee, and all related expenses, investigators' fees, and litigation expenses, including reasonable attorney's fees resulting in whole or in part from any such Discharge, regardless of whether such liability, cost or expense arises during or after the License term.

6. **CONDITIONS AND RESTRICTIONS:** The use of the Roadway is subject to the following conditions and restrictions:

(a) Licensee and its agents and Sub-Licensees shall not interfere with Licensor, its subsidiaries, affiliates, agents, representatives or tenants' operations on the Roadway, or the Property owned by Licensor along the Roadway.

(b) The Roadway shall be used only by the Licensee and its agents and Sub-Licensees. Licensee and its agents and Sub-Licensees shall not allow their respective employees or agents to use the Roadway for any personal use.

(c) Licensor may, upon reasonable written notice to Licensee, of not less than thirty (30) days, require that at all times while on the Roadway, vehicles of the representatives of the Licensee display a decal, sticker, placard and/or key card ("Vehicle

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Identification"), which Licensor shall provide. Licensee shall be responsible for safeguarding the Vehicle Identification issued to Licensee by Licensor. Licensee agrees not to reissue or distribute the Vehicle Identification to any person or entity. Licensee agrees to reimburse Licensor for all costs related to the repair or replacement of the Vehicle Identification.

(d) Vehicles up to thirty three thousand (33,000) pounds and with rubber tires shall be allowed without prior consent on the Roadway. Vehicles over thirty three thousand (33,000) pounds shall be allowed with Licensor's prior consent, which Licensor shall not reasonably withhold. Licensee shall request, in writing, Licensor's consent at least ten (10) business days prior to the desired date of use.

(e) In its use of the Roadway, Licensee and its agents and Sub-Licensees shall not litter the Roadway.

(f) Licensee shall comply with all applicable laws, rules, ordinances and regulations in the conduct of its activities under this Agreement.

7. **INSURANCE:** Licensee, on behalf of itself and agents and Sub-Licensees, shall provide a Certificate of Insurance evidencing at least the following minimum coverage within thirty (30) days of the execution of this Agreement:

(a) Workers' Compensation in compliance with applicable state and federal laws.

(b) Comprehensive General Liability Insurance including blanket contractual liability applicable to Personal Injury and Property Damage to a combined single limit of not less than one million dollars ($1,000,000.)

(c) Comprehensive Automobile Liability Insurance covering all owned, hired or otherwise operated non-owned vehicles with a minimum combined single limit of one million dollars ($1,000,000.) For each occurrence of Bodily Injury and Property Damage. Policies providing coverage required by subparagraph (c) shall name Licensor as an additional insured.

The Certificate of Insurance shall provide that no cancellation or modification shall be effective without thirty (30) days prior written notice to Licensor. Licensee hereby agrees to use its best efforts to waive all rights of subrogation against Licensor with respect to the above insurance policies.

Alternatively, Licensee which is a public agency as defined by Government Code section 6500, may self-insure for any of the insurance required hereunder. However, Licensee shall require its agents and Sub-Licensees, to provide commercial insurance as mandated in this Section 7, with the exception of Sub-Licensees that are public agencies as defined by Government Code section 6500 et seq. Such agents or Sub-Licensees that are not public agencies may also self-insure for any of the insurance required hereunder if they are actually approved to be self-insured by the California Department of Insurance. Any additional insurance required by Licensee or its agents (contractors/subcontractors etc.) shall name the Licensor as an additional insured.

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8. **DEFAULT:** In the event of a material breach by Licensee, or its agents or Sub-Licensees, of any of the terms of this License, all rights and approvals of Licensee, or its agents or Sub-Licensees as the case may be, hereunder shall immediately cease and terminate, and all vehicle identification issued to Licensee shall be revoked and surrendered to Licensor in addition to all other rights it may have at law or in equity. Upon any such cancellation, all rights of Licensee or its agents or Sub-Licensees in and to the Roadway shall cease and terminate. Notwithstanding the foregoing, Licensee shall have the right to cure any such breach within thirty (30) days of Licensee's receipt of Licensor's notice of such breach.

9. **WAIVER:** The waiver by Licensor of any breach of Licensee or its agents or Sub-Licensees hereunder, or the failure on the part of Licensor to enforce any right it may have hereunder, shall not constitute a waiver of any other subsequent, similar, or different breaches, or a waiver of Licensor's power to enforce such rights.

10. **ASSIGNMENT:** This License is personal to Licensee. Licensee agrees not to assign, sell, transfer, encumber, pledge or otherwise hypothecate this License, the Roadway or Licensee's interest herein to any person or entity. Any purported assignment by Licensee of this Agreement, shall be void and a basis for immediate termination of this Agreement. Notwithstanding the foregoing, Licensee may freely assign all or a portion of this agreement, to any person(s) or entity or entities that purchase Licensee's interest in Licensee's property which is accessed via the Roadway. In the event that Licensor shall assign this License to a new owner as provide for herein, such assignment shall not relieve Licensee of its obligations under this Agreement, unless expressly agreed to in writing by the Licensor. Notwithstanding the foregoing, Licensee may sub-license its rights under this Agreement, in accordance with paragraph 3 of this License.

11. **NOTICE:** All notices, payments or other communication desired or required to be given hereunder (collectively, "Notice") shall be in writing, unless public safety or other imminent circumstances make written Notice impracticable and necessitate oral Notice. Written Notice shall be signed by the party so giving notice, and shall be effectively given or served: (i) on the date of personal service upon the person to whom it is directed, or (ii) on the date the Notice is received or rejected provided it is sent prepaid, registered or certified mail, return receipt requested, or (iii) on the date the notice is delivered by courier service to the address of the person to whom, it is directed provided it is sent prepaid to the address of the person to whom it is directed. The addresses of the parties as of the of execution of this License are:

To: LT-WR
P.O. Box 7890
Van Nuys, CA 91409

Copy to:
Stephen A. DiGiuseppe
Shane, DiGiuseppe & Rodgers LLP
3125 Old Conejo Road
Thousand Oaks, CA 91362

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To Licensee:
County of Los Angeles
Chief Executive Office, Real Estate Division
222 South Hill Street, 4th Floor
Los Angeles, CA 90012

The addresses of the Parties may be amended from time to time upon written Notice from one party to the other party.

All oral notices given hereunder shall be effectively given by telephone communication as follows:

To LT-WR: 818-997-7700, or any alternative telephone number that may later be designated by LT-WR through written Notice

To Licensee: 213-974-4300, or any alternative telephone number that may later be designated by Licensee through written Notice

13. **GOVERNING LAW:** This License shall be interpreted, enforced and governed by the laws of the State of California.

14. **AMENDMENTS:** No provisions of this License may be amended or modified except by an agreement in writing executed by both parties hereto.

15. **SEVERABILITY:** In case any one or more of the provisions contained in this License shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and the remainder of the provisions of this License shall continue in full force and effect without impairment.

16. **SOLE AGREEMENT:** This License constitutes the sole agreement between Licensor and Licensee with respect to access and maintenance of the Roadway.

17. **CAPACITY:** Each party warrants and represents that the person executing this License has the authority and capacity to do so on behalf of the parties hereto.

18. **RECORDING:** This License shall not be recorded in the records of the County of Los Angeles Registrar-Recorder or with any other recorder's office.

19. **COUNTERPARTS:** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument. Fax signatures on a copy of the signature page shall constitute original signatures for all purposes, and the Party faxing the signature page shall maintain custody of the original signature. Failure to produce an original signature page at any later date shall have no force or effect on this Agreement. In other words, the fax signature page is all that is necessary to constitute an original binding signature.

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

"LICENSEE"
COUNTY OF LOS ANGELES
A BODY POLITIC AND CORPORATE

By: _____

Name: _____
CHAIR, BOARD OF SUPERVISORS

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

By_____, Deputy

APPROVED AS TO FORM BY COUNTY COUNSEL

By: _____

Name: _____
DEPUTY COUNTY COUNSEL

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By_____
Deputy

"LICENSOR"
LT-WR LLC, a Nevada Limited Liability Company

By_____
LUCKY'S TWO-WAY RADIOS, INC., a Nevada Corporation, Managing Member,
JAMES A. KAY, JR., President

YOGIBEAR PROPERTIES, a Nevada Limited Liability Company

By_____
LUCKY'S TWO-WAY RADIOS, INC., a Nevada Corporation, Managing Member,
JAMES A. KAY, JR., President

SMOKEY THE BEAR PROPERTIES, a Nevada Limited Liability Company

By_____
LUCKY'S TWO-WAY RADIOS, INC., a Nevada Corporation, Managing Member,
JAMES A. KAY, JR., President

THIRD DISTRICT MEADOWLANDS, a Nevada Limited Liability Company

By_____
LUCKY'S TWO-WAY RADIOS, INC., a Nevada Corporation, Managing Member,
JAMES A. KAY, JR., President

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

ADOPTED
BOARD OF SUPERVISORS

8 JAN 21 2014

SACHI A. HAMAI
EXECUTIVE OFFICER

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(SIGNATURES CONTINUED ON NEXT PAGE)

(SIGNATURES CONTINUED FROM PRIOR PAGE)

MOUNTAINLANDS CONSERVANCY, a Nevada Limited Liability Company

By_____
LUCKY'S TWO-WAY RADIOS, INC., a Nevada Corporation, Managing Member,
JAMES A. KAY, JR., President

PARKLANDS RANCH, a Nevada Limited Liability Company

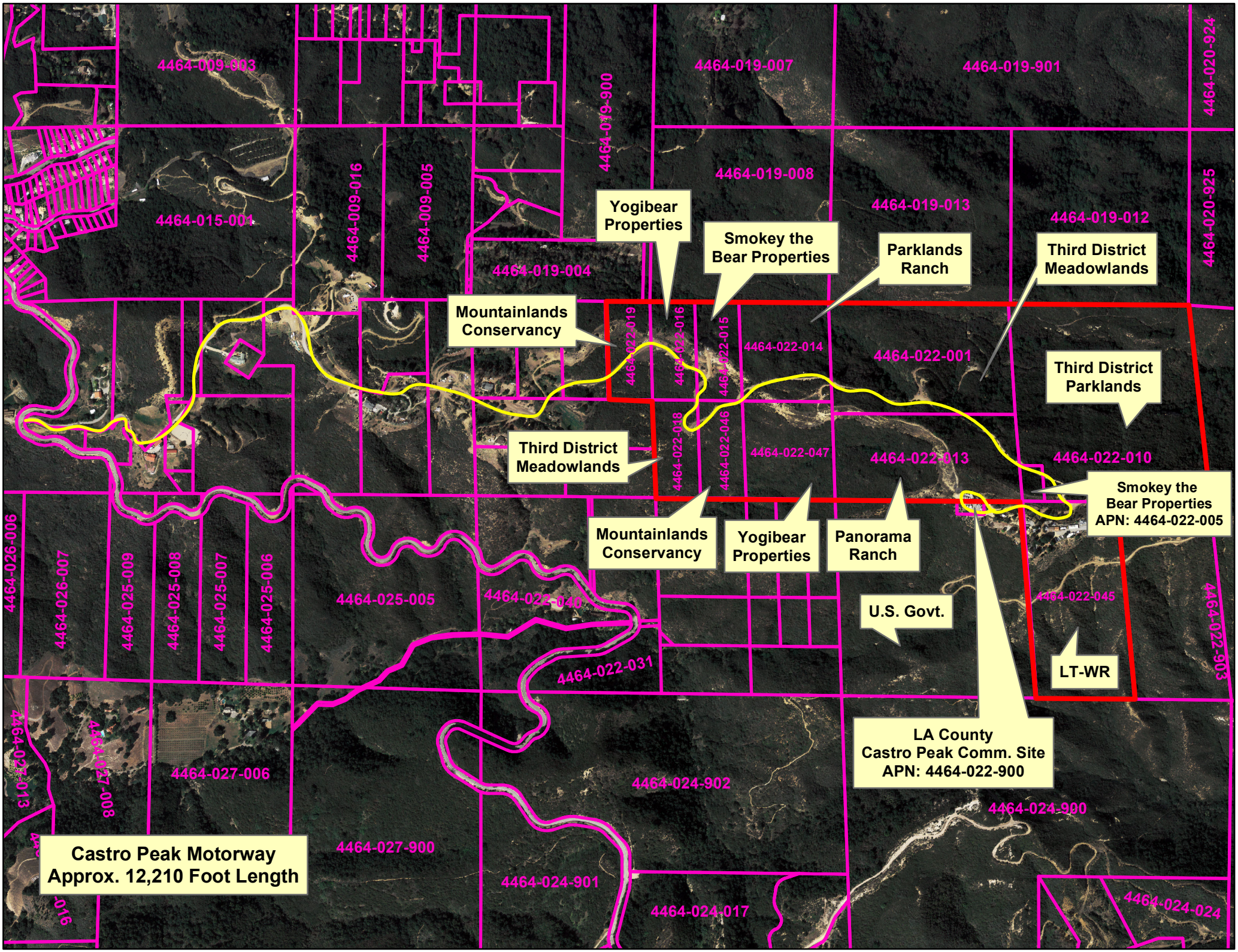
By_____
LUCKY'S TWO-WAY RADIOS, INC., a Nevada Corporation, Managing Member,
JAMES A. KAY, JR., President

PANORAMA RANCH, a Nevada Limited Liability Company

By_____
LUCKY'S TWO-WAY RADIOS, INC., a Nevada Corporation, Managing Member,
JAMES A. KAY, JR., President

THIRD DISTRICT PARKLANDS, a Nevada Limited Liability Company

By_____
LUCKY'S TWO-WAY RADIOS, INC., a Nevada Corporation, Managing Member,
JAMES A. KAY, JR., President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4464-009-005
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4464-019-008
4464-019-013
4464-019-012
4464-020-925
4464-019-004
Yogibear Properties
Smokey the Bear Properties
Parklands Ranch
Third District Meadowlands
Mountainlands Conservancy
4464-022-019
4464-022-016
4464-022-015
4464-022-014
4464-022-001
Third District Parklands
Third District Meadowlands
4464-022-018
4464-022-046
4464-022-047
4464-022-013
4464-022-010
Smokey the Bear Properties APN: 4464-022-005
Mountainlands Conservancy
Yogibear Properties
Panorama Ranch
4464-026-006
4464-026-007
4464-025-009
4464-025-008
4464-025-007
4464-025-006
4464-025-005
4464-022-040
U.S. Govt.
4464-022-045
4464-022-903
4464-022-031
LT-WR
LA County Castro Peak Comm. Site APN: 4464-022-900
4464-027-006
4464-024-902
4464-024-900
Castro Peak Motorway Approx. 12,210 Foot Length
4464-027-900
4464-024-901
4464-024-017
4464-024-024