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
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

February 18, 2014

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

12 February 18, 2014

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, California 90012

Dear Supervisors:

CONVEYANCE OF SURPLUS PROPERTIES FROM THE COUNTY OF LOS ANGELES TO WILLIAM W. WHITAKER AND NICO BALLY ASSESSOR'S IDENTIFICATION NUMBERS: 2845-003-900 AND 2845-003-901 UNINCORPORATED SYLMAR (FIFTH DISTRICT) (3 VOTES)

SUBJECT

The County proposes to convey surplus County properties to Mr. William W. Whitaker and Mr. Nico Bally.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the County-owned real properties, as shown on the map and legally described in the Quitclaim Deeds, are no longer necessary for County or other public purposes and that estimated sales prices of the properties do not exceed $100,000.

2. Find that the proposed conveyance of surplus property is categorically exempt from the provisions of California Environmental Quality Act (CEQA) pursuant to Section 15312 of the State CEQA Guidelines (Surplus Government Property Sales).

3. Approve the sale of the County's right, title, and interest in the property located on Nansen Drive in unincorporated Sylmar, identified as APN: 2845-003-900, to adjoining landowner William W. Whitaker for $5,010, and instruct the Chairman to execute the Quitclaim Deed and the Sale and Purchase Agreement.

4. Approve the sale of the County's right, title, and interest in the property located on Nansen Drive in

unincorporated Sylmar, identified as APN: 2845-003-901, to adjoining landowner Nico Bally for $5,001, and instruct the Chairman to execute the Quitclaim Deed and the Sale and Purchase Agreement.

5. Authorize the Chief Executive Office to complete and execute any apropriate documentation to complete the transactions.

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

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to approve the direct sale of and convey title to unimproved surplus County-owned real property in the unincorporated Sylmar area to William W. Whitaker and Nico Bally.

The individual parcels proposed to be sold total approximately 4,320 square feet and were acquired by the County in the 1960's as a result of property tax defaults. The proposed sale parcels have never been contemplated for use or development by the County and will be sold to private parties on a direct basis in accordance with State law. In this instance, the prospective buyers, who each own adjoining real property, submitted the highest sealed bids for each respective parcel and will be acquiring the real property subject to a deed restriction that the parcels be held as one lot with each buyer's adjoining property.

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

Implementation of Strategic Plan Goals

The recommended actions support the County's Strategic Plan Goal of Operational Effectiveness (Goal 1), which directs that we maximize the effectiveness of process, structure, and operations to support timely delivery of customer-oriented and efficient public services. In this case, the conveyance of surplus County property that is costly to maintain will provide efficient public service 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 County, the Chief Executive Office (CEO) staff appraiser has determined that the sales amount for the unimproved parcels represent the current fair market value, and that the value has been appropriately discounted to reflect the limitations on development that will be imposed by the County through the deed restrictions.

The combined sales price for the parcels to be conveyed to Mr. Whitaker and Mr. Bally totals $10,011, averaging approximately $2.32 per square foot and represents the current fair market value of the parcels as determined by the CEO staff appraiser based on similar surplus County property sales in the unincorporated Sylmar area. The proceeds from this sale will be deposited into the County's Asset Development Implementation Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The sale of this property directly to a private party 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 the Board's policy, the deeds reserve the mineral rights for the properties to the County. Additionally, a deed restriction will be placed upon the properties as a condition of the sales, that will require each homeowner to combine the County lot each is purchasing with their respective existing property.

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 sales as required by Government Code Section 54222. Notification of the Board's intended action has been published in compliance with Government Code Section 6061.

The sale and purchase agreements and quitclaim deeds for each respective sale have been reviewed and approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

The conveyance of surplus property is categorically exempt from CEQA pursuant to Section 15312 of the State CEQA Guidelines (Surplus Government Property Sales). The categorical exemption (Classes 1 and 12) is also provided pursuant to the revised Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The conveyance of the surplus County property will not impact any current services in the area.

CONCLUSION

It is requested that the Executive Office, Board of Supervisors return the executed Sale and Purchase Agreement, Quitclaim Deeds, certified copy of the Minute Order, and the adopted, stamped Board letter to the CEO, Real Estate Division at 222 South Hill Street, 3rd Floor, Los Angeles for further processing.

Respectfully submitted,

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:RLR:CMM
RH:kb

Enclosures

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

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

Mr. William W. Whitaker
P.O. Box 10792
Burbank, CA 91510

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 PARCELS: 2845-003-900

QUITCLAIM DEED

The **COUNTY OF LOS ANGELES, a body corporate and politic** ("Seller" or "County of Los Angeles"), for the sum of Five Thousand Ten and 00/100 Dollars ($5,010.00), receipt of which is hereby acknowledged, does hereby surrender, quitclaim and release to:

William W. Whitaker ("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 Sylmar 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 February 18, 2014

COLA LOG NO. _____

COUNTY OF LOS ANGELES

By _____
Don Knabe
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 18th day of February, 2014, the facsimile signature of DON KNABE, Chair, Board of Supervisors, 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.

ATTEST:

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

By _____
Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By: _____
Deputy

EXHIBIT A
LEGAL DESCRIPTION

APN: 2845-003-900

Lot 97 of Licensed Surveyor's Map, in the County of Los Angeles, State of California, filed in Book 18 pages 21 and 22 of record of Surveys in the Office of the County recorder of said County.

Deed Restrictions

1. The Property, along with property currently owned by Buyer, as identified in the COVENANT AND AGREEMENT TO HOLD AS ONE PARCEL ("Buyer's Property"), which has been recorded concurrently with this document and is incorporated herein by this reference, 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.

2. In the event that Seller determines that this restriction is not being complied with ("Default Condition"), written notice shall be given to the record owner of the Property and the owner shall have thirty (30) days from the date of the notice to cure the Default Condition, provided that if the nature of the Default Condition is such that it cannot reasonably be cured within the thirty (30) day period described above, and such cure is commenced within such thirty (30) day period and thereafter diligently prosecuted to completion, additional time to cure, as determined by the County, will be allowed. If the Default Condition is not so cured, then all right, title, and interest in and to the Property shall 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.

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

Mr. Nico Bally
13770 Purple Ridge Road
Sylmar, CA 91342

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 PARCELS: 2845-003-901

QUITCLAIM DEED

The **COUNTY OF LOS ANGELES, a body corporate and politic** ("Seller" or "County of Los Angeles"), for the sum of Five Thousand One and 00/100 Dollars ($5,001.00), receipt of which is hereby acknowledged, does hereby surrender, quitclaim and release to:

Nico Bally ("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 Sylmar 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 February 18, 2014

COLA LOG NO. _____

COUNTY OF LOS ANGELES

By _____
Don Knabe
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 18th day of February, 2014, the facsimile signature of DON KNABE, Chair, Board of Supervisors, 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.

ATTEST:

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

By _____
Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By: _____
Deputy

EXHIBIT A
LEGAL DESCRIPTION

APN: 2845-003-901

Lot 100 of Licensed Surveyor's Map, in the County of Los Angeles, State of California, filed in Book 18 pages, 21 and 22 of record of Surveys in the Office of the County recorder of said County.

EXHIBIT B
RESTRICTIONS AND COVENANTS

Deed Restrictions

1. The Property, along with property currently owned by Buyer, as identified in the COVENANT AND AGREEMENT TO HOLD AS ONE PARCEL ("Buyer's Property"), which has been recorded concurrently with this document and is incorporated herein by this reference, 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.

2. In the event that Seller determines that this restriction is not being complied with ("Default Condition"), written notice shall be given to the record owner of the Property and the owner shall have thirty (30) days from the date of the notice to cure the Default Condition, provided that if the nature of the Default Condition is such that it cannot reasonably be cured within the thirty (30) day period described above, and such cure is commenced within such thirty (30) day period and thereafter diligently prosecuted to completion, additional time to cure, as determined by the County, will be allowed. If the Default Condition is not so cured, then all right, title, and interest in and to the Property shall 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.

SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT ("Agreement") is made and entered into as of the 18th day of February, 2014 by and between the **COUNTY OF LOS ANGELES** ("Seller") and William W. Whitaker ("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 the intersection of Nansen Drive and Purple Ridge Avenue, Sylmar, 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 five thousand ten and NO/100 dollars ($5,010.00), payable by Buyer to Seller as follows:

A. One thousand ten and NO/100 dollars ($1,010.00), 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.

78128

B. The remaining balance of four thousand and NO/100 dollars ($4,000.00) to be paid in full thirty (30) days prior to the conveyance of the Property in accordance with Section 4 herein.

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, if any; and

C. The following restrictions:

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

ii. In the event that Seller determines that this restriction is not being complied with ("Default Condition"), written notice shall be given to the record owner of the Property and the owner shall have thirty (30) days from the date of the notice to cure the Default Condition, provided that if the nature of the Default Condition is such that it cannot reasonably be cured within the thirty (30) day period described above, and such cure is commenced within such thirty (30) day period and thereafter diligently prosecuted to completion, additional time to cure, as determined by the County, will be allowed. If the Default Condition is not so cured, then all right, title, and interest in and to the Property shall revert back to Seller without further action by Seller. The record owner shall relinquish possession and execute a quitclaim deed conveying the Property to Seller upon request. In no event shall Seller have the right to take title to the Buyer's Property as defined in Section 4.C.i. herein.

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

5. Closing Date. Seller shall convey the Property on a date occurring approximately thirty (30) days after the date the County of Los Angeles Board of Supervisors approves the sale of the Property and Seller is in receipt of Buyer's Payments and executed associated documents necessary to complete the conveyance. In the event Buyer fails to provide Seller with all Payments and associated documents to effectuate the Closing within 180 days of the date Seller executes this Agreement and Deed, Seller, at its option, may elect to terminate this Agreement, and thereafter Seller shall have no further obligations to Buyer pursuant to this Agreement.

In satisfaction of item Section 4.C. 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.

6. 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.

7. Recording. Seller shall prepare the Deed indicating title to the Property to be vested in the name of the Buyer as follows: William W. Whitaker, and shall cause the Deed to be recorded in the official records of the Los Angeles County Recorder.

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

9. Condition of the Property.

A. Buyer acknowledges that Buyer is purchasing the Property "as is," solely in reliance on Buyer's own investigation, and that no representation or warranty of any kind whatsoever, express or implied, has been made by Seller or Seller's agents. 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 he 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 related to or arising out of this Agreement or the Property.

10. 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.

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

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

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

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

Seller: County of Los Angeles
Chief Executive Office
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Chris Montana,
Acting Director of Real Estate Division

Buyer: Mr. William W. Whitaker
P.O. Box 10792
Burbank, CA 91510

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

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

16. Seller's Remedies. In the event of Buyer's failure to consummate the

transaction contemplated by this Agreement, or in the event of termination of this Agreement due to Buyer's violation of Section 16 hereof, Seller shall have all remedies in law and equity, and shall be entitled to enforce this Agreement and to obtain the benefit of the bargain contained herein. The retention by Seller of the Down Payment to set off such consequential damages based on the cost to the Seller of the sale shall not be deemed a waiver or relinquishment of any other remedies.

THE DOWN PAYMENT SHALL BE RETAINED BY SELLER, IN THE EVENT OF BUYER'S FAILURE TO CONSUMMATE THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT, TO COMPENSATE SELLER FOR THE COST ASSOCIATED WITH NEGOTIATING, OBTAINING BOARD OF SUPERVISOR APPROVAL AND ENTERING INTO THIS AGREEMENT. THE DOWN PAYMENT AMOUNT SHALL BE PRESUMED TO BE A REASONABLE ESTIMATE OF THE AMOUNT OF ACTUAL CONSEQUENTIAL DAMAGES SUSTAINED BY SELLER BECAUSE OF BUYER'S BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY. SELLER HAS AUDITED ITS HISTORIC COSTS OF CONDUCTING NEGOTIATIONS, OBTAINING BOARD OF SUPERVISOR APPROVAL AND ENTERING INTO THIS AGREEMENT AND HAS DETERMINED THAT SUCH COSTS EXCEED TWENTY FIVE THOUSAND DOLLARS ($25,000). AS SUCH, IN THE EVENT OF BUYER'S BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY, BUYER AND SELLER AGREE AS FOLLOWS: (1) THAT SELLER'S RETENTION OF THE DOWN PAYMENT IS PARTICULARLY APPROPRIATE FOR THIS TRANSACTION; (2) THAT THE AMOUNT OF THE DOWN PAYMENT IS INSUFFICIENT TO COVER SELLER'S COST OF THIS TRANSACTION; AND (3) THAT THE DOWN PAYMENT SHALL BE RETAINED BY SELLER, TOGETHER WITH ALL REMEDIES AT LAW OR IN EQUITY TO OTHERWISE ENFORCE THIS AGREEMENT AND OBTAIN THE BENEFIT OF THE BARGAIN. SELLER'S OTHER REMEDIES SHALL INCLUDE, WITHOUT LIMITATION, THE RIGHT TO SUE FOR THE EXCESS, IF ANY, WHICH WOULD HAVE BEEN DUE TO THE SELLER UNDER THIS AGREEMENT OVER THE VALUE OF THE PROPERTY TO SELLER, PLUS INTEREST, OR THE RIGHT TO SUE FOR SPECIFIC PERFORMANCE OF THIS AGREEMENT.

Seller's Initials _____ Buyer's Initials w iw

17. Conveyance of Buyer's Property. If, at any time during the period between the execution of this Agreement by Buyer and the conveyance of the Property to Buyer, the Buyer's Property or any part thereof is granted, conveyed, transferred, or quitclaimed to any third party, or vested by any means in any name(s) other than Buyer, Seller, at its option, may elect to terminate this Agreement, and thereafter, Seller shall have no further obligations to Buyer pursuant to this Agreement. Seller, at its option, shall have all remedies in law and equity and shall be entitled to enforce any part of this Agreement and to obtain the benefit of the bargain, together with all remedies contained herein and in accordance with Section 15 hereof.

18. County Lobbyist Ordinance. Buyer is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith.

Failure to fully comply shall constitute a material breach upon which County may terminate this Agreement.

19. Severability. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be severed from 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.

20. Binding on Successors. Subject to the limitations set forth herein, the Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

21. Governing Law and Forum. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Agreement shall be conducted in the courts of the County of Los Angeles, State of California.

22. Waivers. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.

23. Captions. The captions and the section and subsection numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections of this Agreement nor in any way affect this Agreement.

24. No Presumption Re: Drafter. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

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

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

27. 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.

28. Survival of Covenants. The covenants, agreements, representations, and warranties made herein are intended to survive the consummation of the sale of the Property and recordation of the Deed.

29. Interpretation. Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine, and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

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

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

BUYER

WILLIAM W. WHITAKER

By: _____
William W. Whitaker

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

SELLER

COUNTY OF LOS ANGELES

By _____
Chair, 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

78128

APPROVED AS TO FORM:
JOHN F. KRATTLI
COUNTY COUNSEL

_____
Deputy

ADOPTED
BOARD OF SUPERVISORS

#12 FEB 18 2014

SACHI A. HAMAI
EXECUTIVE OFFICER

EXHIBIT A
LEGAL DESCRIPTION
PROPERTY TO BE ACQUIRED

APN: 2845-003-900

Lot 97 of Licensed Surveyor's Map, in the County of Los Angeles, State of California, filed in Book 18 pages 21 and 22 of record of Surveys in the Office of the County recorder of said County.

EXHIBIT B
LEGAL DESCRIPTION
PROPERTY CURRENTLY OWNED BY BUYER

APNs: 2845-003-006, 2845-003-008, and 2845-003-009

Lots 96, 98, and 99 of Licensed Surveyor's Map, in the County of Los Angeles, State of California, filed in Book 18 pages 21 and 22 of 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: Chris Montana

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

APNs: 2845-003-006, 2845-003-008, and 2845-003-009

Lots 96, 98, and 99 of Licensed Surveyor's Map, in the County of Los Angeles, State of California, filed in Book 18 pages 21 and 22 of record of Surveys in the Office of the County recorder of said County.

Parcel B

APN: 2845-003-900

Lot 97 of Licensed Surveyor's Map, in the County of Los Angeles, State of California, filed in Book 18 pages 21 and 22 of record of Surveys in the Office of the County recorder of said County.

The above described property is referred to as Buyer's Property in Deed from County of Los Angeles recorded concurrently herewith.

This property is located at and is known by the following address and Assessor Parcel Numbers (APN):

APNs: 2845-003-006, 2845-003-008, 2845-003-009 and 2845-003-900 located at the intersection of Nansen Drive and Purple Ridge Avenue, Sylmar, CA 91342.

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 that no portion of Parcel A or Parcel B will be sold, conveyed, assigned, granted, or bequeathed separately.

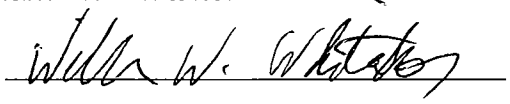
This Covenant and Agreement is executed for the purpose of prohibiting the further subdivision of the land described herein.

This Covenant and Agreement shall run with all the above described land and shall be binding upon myself, and future owners, encumbrancers, their successors, heirs, or

assignees and shall continue in effect in perpetuity.

Agreed to:

William W. Whitaker

By: 

William W. Whitaker

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

State of _____ }
}
County of _____ }

On _____ before me, _____,

a notary public, personally appeared_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____

SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT ("Agreement") is made and entered into as of the 18th day of February, 2014 by and between the **COUNTY OF LOS ANGELES** ("Seller"), and Nico Bally ("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 adjoining 13770 Purple Ridge Road, Sylmar, 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 five thousand one and NO/100 Dollars ($5,001.00), payable by Buyer to Seller as follows:

A. One thousand one and NO/100 Dollars ($1,001.00), 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 four thousand and NO/100 Dollars ($4,000.00) to be paid in full thirty (30) days 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, if any; and

78128

C. The following restrictions:

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

ii. In the event that Seller determines that this restriction is not being complied with ("Default Condition"), written notice shall be given to the record owner of the Property and the owner shall have thirty (30) days from the date of the notice to cure the Default Condition, provided that if the nature of the Default Condition is such that it cannot reasonably be cured within the thirty (30) day period described above, and such cure is commenced within such thirty (30) day period and thereafter diligently prosecuted to completion, additional time to cure, as determined by the County, will be allowed. If the Default Condition is not so cured, then all right, title, and interest in and to the Property shall revert back to Seller without further action by Seller. The record owner shall relinquish possession and execute a quitclaim deed conveying the Property to Seller upon request. In no event shall Seller have the right to take title to the Buyer's Property as defined in 4.C.i..

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. Closing Date. Seller shall convey the Property on a date occurring approximately thirty (30) days after the date the County of Los Angeles Board of Supervisors approves the sale of the Property and Seller is in receipt of Buyer's Payments and executed associated documents necessary to complete the conveyance. In the event Buyer fails to provide Seller with all Payments and associated documents to effectuate the Closing within 180 days of the date Seller executes this Agreement and Deed, Seller, at its option, may elect to terminate this Agreement and thereafter Seller shall have no further obligations to Buyer pursuant to this Agreement.

In satisfaction of item 4.C.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: Nico Bally, 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 Executive Office
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Chris Montana,
Acting Director of Real Estate Division

Buyer: Nico Bally
13770 Purple Ridge Road
Sylmar, CA 91342

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

THE DOWN PAYMENT SHALL BE RETAINED BY SELLER, IN THE EVENT OF BUYER'S FAILURE TO CONSUMMATE THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT, TO COMPENSATE SELLER FOR THE COST ASSOCIATED WITH NEGOTIATING, OBTAINING BOARD OF SUPERVISOR APPROVAL AND ENTERING INTO THIS AGREEMENT. THE DOWN PAYMENT AMOUNT SHALL BE PRESUMED TO BE A REASONABLE ESTIMATE OF THE AMOUNT OF ACTUAL CONSEQUENTIAL DAMAGES SUSTAINED BY SELLER BECAUSE OF BUYER'S BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY. SELLER HAS AUDITED ITS HISTORIC COSTS OF CONDUCTING NEGOTIATIONS, OBTAINING BOARD OF SUPERVISOR APPROVAL AND ENTERING INTO THIS AGREEMENT AND HAS DETERMINED THAT SUCH COSTS EXCEED TWENTY FIVE THOUSAND DOLLARS ($25,000). AS SUCH, IN THE EVENT OF BUYER'S BREACH OF ITS OBLIGATION TO PURCHASE THE PROPERTY, BUYER AND SELLER AGREE AS FOLLOWS: (1) THAT SELLER'S RETENTION OF THE DOWN PAYMENT IS PARTICULARLY APPROPRIATE FOR THIS TRANSACTION; (2) THAT THE AMOUNT OF THE DOWN PAYMENT IS INSUFFICIENT TO COVER SELLER'S COST OF THIS TRANSACTION; AND (3) THAT THE DOWN PAYMENT SHALL BE RETAINED BY SELLER, TOGETHER WITH ALL REMEDIES AT LAW OR IN EQUITY TO OTHERWISE ENFORCE THIS AGREEMENT AND OBTAIN THE BENEFIT OF THE BARGAIN. SELLER'S OTHER REMEDIES SHALL INCLUDE, WITHOUT LIMITATION, THE RIGHT TO SUE FOR THE EXCESS, IF ANY, WHICH WOULD HAVE BEEN DUE TO THE SELLER UNDER THIS AGREEMENT OVER THE VALUE OF THE PROPERTY TO SELLER, PLUS INTEREST, OR THE RIGHT TO SUE FOR SPECIFIC PERFORMANCE OF THIS AGREEMENT.

Seller's Initials _____ Buyer's Initials NB

16. Conveyance of Buyer's Property. If, at any time during the period between the execution of this Agreement by Buyer and the conveyance of the Property to Buyer, the Buyer's Property or any part thereof is granted, conveyed, transferred, or quitclaimed to any third party, or vested by any means in any name(s) other than Buyer, Seller, at its option, may elect to terminate this Agreement, and thereafter, Seller shall have no further obligations to Buyer pursuant to this Agreement. Seller, at its option, shall have all remedies in law and equity and shall be entitled to enforce any part of this Agreement and to obtain the benefit of the bargain, together with all remedies contained herein and in accordance with Section 15 hereof.

17. 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.

18. 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.

19. 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.

20. Governing Law and Forum. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Agreement shall be conducted in the courts of the County of Los Angeles, State of California.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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

NICO BALLY

By: _____
Nico Bally

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

SELLER

COUNTY OF LOS ANGELES

By _____
Chair, 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

78129

APPROVED AS TO FORM:
JOHN F. KRATTLI
COUNTY COUNSEL

_____
Deputy

ADOPTED
BOARD OF SUPERVISORS

#12 FEB 18 2014

SACHI A. HAMAI
EXECUTIVE OFFICER

EXHIBIT A
LEGAL DESCRIPTION
PROPERTY TO BE ACQUIRED

APN: 2845-003-901

Lot 100 of Licensed Surveyor's Map, in the County of Los Angeles, State of California, filed in Book 18 pages21 and 22 of record of Surveys in the Office of the County recorder of said County.

EXHIBIT B

LEGAL DESCRIPTION
PROPERTY CURRENTLY OWNED BY BUYER

APNs: 2845-003-011, 2845-003-012, 2845-003-013, 2845-003-014, and 2845-003-015

Lots 101, 102, 103, 104, and 105 of Licensed Surveyor's Map, in the County of Los Angeles, State of California, filed in Book 18 pages 21 and 22 of 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: Chris Montana

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:

Kagel canyon N.B.

Parcel A

APNs: 2845-003-011, 2845-003-012, 2845-003-013, 2845-003-014, and 2845-003-015

Lots 101, 102, 103, 104, and 105 of Licensed Surveyor's Map, in the County of Los Angeles, State of California, filed in Book 18 pages 21 and 22 of record of Surveys in the Office of the County recorder of said County.

Parcel B

APN: 2845-003-901

Lot 100 of Licensed Surveyor's Map, in the County of Los Angeles, State of California, filed in Book 18 pages21 and 22 of record of Surveys in the Office of the County recorder of said County.

The above described property is referred to as Buyer's Property in Deed from County of Los Angeles recorded concurrently herewith.

This property is located at and is known by the following address and Assessor Parcel Numbers (APN):

APNs: 2845-003-011, 2845-003-012, 2845-003-013, 2845-003-014, 2845-003-015, and 2845-003-901 located in close proximity to 13770 Purple Ridge Road, Sylmar, CA 91342.

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 that no portion of Parcel A or Parcel B will be sold, conveyed, assigned, granted, or bequeathed separately.

This Covenant and Agreement is executed for the purpose of prohibiting the further subdivision of the land described herein.

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

Agreed to:

Nico Bally

By: _____
Nico Bally

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

State of _____ }
}
County of _____ }

On _____ before me, _____,

a notary public, personally appeared_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____