



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

June 14, 2011

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:

**APPROVE THE SALE OF REAL AND PERSONAL PROPERTY AND LIBRARY
COLLECTIONS
TO THE CITY OF SANTA CLARITA
(FIFTH DISTRICT) (3 VOTES)**

SUBJECT

On September 3, 2010, the City of Santa Clarita served notice to the County that the City intends to leave the County Library system on July 1, 2011. Pursuant to the provisions of the California Education Code, the Public Library is requesting that the Board of Supervisors approve the sale of the real and personal property relating to the Valencia and Newhall County Libraries and the sale of personal property from the Canyon Country Jo Ann Darcy Library, at the mutually agreed upon fair market values.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the project is exempt from the provisions of the California Environmental Quality Act pursuant to Class 12 of the environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987 (Surplus Property Sales).

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Intra-County Correspondence Sent Electronically Only**

2. Approve and instruct the Mayor to execute the Purchase and Sale Agreement with the City of Santa Clarita conveying to the City of Santa Clarita the Valencia Library, located at 23743 West Valencia Boulevard, comprised of 1.63 acres of land and 23,463 square feet of library improvements, along with an accompanying non-exclusive access and landscape easement, and the Newhall Library, located at 22704 West Ninth Street, comprised of 13,479 square feet of land and 4,548 square feet of library improvements, along with conveyance of personal property associated with each library and payment for appraisal costs, in the total amount of \$7,909,084 to be paid to County.
3. Instruct the Mayor to execute the quitclaim deed and the non-exclusive access and landscape easement conveying title and rights to the City of Santa Clarita for the Valencia Library and the quitclaim deed conveying title to the City of Santa Clarita for the Newhall Library.
4. Approve and instruct the Mayor to execute the Joint Occupancy Agreement with the City of Santa Clarita, addressing shared maintenance, utilities, and parking at the Santa Clarita Civic Center, upon the conveyance of the Valencia Library.
5. Instruct the Chief Executive Office to deposit the proceeds from the sale of real and personal property to a designation account in the Public Library's Operating Budget.
6. Authorize the Chief Executive Office to open and manage the escrows, and execute any required documentation necessary to complete the transfers of title to the City of Santa Clarita for the real and personal property.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On August 24, 2010, the Santa Clarita City Council adopted Resolution 10-71 to withdraw from the County Library System and assume the responsibility for providing library services to residents of the City of Santa Clarita (City) effective July 1, 2011. The City notified the County of Los Angeles (County) that it intended to acquire the Newhall and Valencia libraries and their parking areas, and personal property from the Newhall, Valencia, and Canyon Country Jo Ann Darcy libraries. The County is required to sell to the City the real and personal property requested, including the library collections, for fair market value based upon a process set forth in State law.

The County and City each retained appraisers for the real and personal property and the library collections of the three Santa Clarita libraries. The County's cost for the appraisals will be reimbursed by the City as required by State law. After obtaining appraisal reports, the County and City staff met to negotiate the terms of the sale.

Real Property: After not being able to reach agreement on the purchase price for the real property based on initial appraisals, pursuant to the process outlined in State law, it was necessary for the City and County's appraisers to select a third appraiser to establish the fair market value. The proposed total sale price is \$5,300,000 based on the third appraiser's opinion of fair market value.

The sale of the Valencia Library, which is one of several buildings located within the Santa Clarita Civic Center complex will require the City and County to enter into a Joint Occupancy Agreement, which will define the terms and conditions under which the City and County will share maintenance, utilities, and parking at the Santa Clarita Civic Center with the City paying its pro rata share of costs for its use of Civic Center facilities (power plant and parking) and utilities.

The City will also be required to deposit \$120,250 into escrow which represents the estimated cost provided by the County's Internal Services Department (ISD) to separate the exterior lighting at the Valencia Library from the existing Santa Clarita Civic Center and the estimated "early termination" fee for cancellation of an AT&T service contract. The work is scheduled to be completed within 60 days after the Valencia Library is conveyed. Escrow will release the deposited funds to the ISD, upon completion of the work.

Personal Property: City and County staff met following the appraisal process and negotiated a fair market value for the items that the City desires to purchase. The City declined to purchase most of the information technology equipment items including telephone and network equipment, personal computers, printers, and self-checkout terminals. The proposed total sale price for the items being purchased by the City is \$586,346.

Library Collection: The County and City staff met following the appraisal process and negotiated a fair market value for the library collections for the Valencia, Newhall and the pre-expansion collection at the Canyon Country Jo Ann Darcy Library.

The proposed total sale price for the collection of the three libraries is \$2,000,000. As it is impractical to provide an exhibit that lists each of the approximately 298,000 items being transferred to the City, the Public Library will maintain a complete list of these items at its Headquarters Facility which will be made available for inspection by your staff and members of the public.

Canyon Country Jo Ann Darcy Library Lease Amendment: As defined in Amendment No. 2 to Lease No. 73694 as approved by the Board on December 7, 2010, the City has an option to reimburse the County for the full costs of the new personal property, and library collections purchased for the expansion of the Canyon Country Jo Ann Darcy Library. The City has exercised its option to purchase most of the personal property but has declined to purchase the library collection related to the expansion project. The new library collection purchased for the expansion project will be retained by the County and made available for use at other County libraries.

Implementation of Strategic Plan Goals

Approval of the recommended award is consistent with the County's Strategic Plan Goals in the areas of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3).

FISCAL IMPACT/FINANCING

The City is required by State law to reimburse the County for the fair market value of real and personal property owned by the County that the City intends to acquire upon its withdrawal from the County Library System and to reimburse the County for any costs incurred in the appraisal process. In addition, the Public Library is requesting that the Board instruct the CEO to deposit the proceeds from the sales of the real and personal property to a designation account in the Public Library's operating budget. These funds will be utilized to enhance library services in the greater Santa Clarita unincorporated area, a portion of which may be utilized to partially fund a new library in the Stevenson Ranch area.

The City and County, upon your Board's approval, will enter into a Joint Occupancy Agreement, which will obligate the City to pay its pro-rata share of ongoing costs for its use of the Santa Clarita Civic Center facilities (power plant and parking) and utilities. There should be no added financial cost to the County resulting from the conveyance of the Valencia Library to the City.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The process that governs the withdrawal of a city within the County of Los Angeles from the County Free Library system is defined in Education Code Section 19116. As defined in State law, a city must provide notice to the County of its intent to withdraw. A city also has the option to purchase from the County Library the real and personal property, including the library collection, at fair market value. The County is required by law to agree to the sale whether or not it is in the best interests of the County.

Following the receipt of the City's Notice to Withdraw, City and County staff have been working out the details of the transition process following guidance provided by County Counsel. The sale of the real and personal property, and library collections represent the culmination of the withdrawal process which must be completed prior to July 1, 2011, according to State law.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not subject to the California Environmental Quality Act (CEQA). Pursuant to Public Resources Code section 21080, CEQA does not apply to ministerial projects proposed to be carried out or approved by public agencies. The recommended actions are ministerial in that State law requires the County to transfer the requested real and personal property upon the City's withdrawal from the County Library system.

IMPACT ON CURRENT PROJECTS

Effective July 1, 2011, the City of Santa Clarita will assume the responsibility to provide library services to city residents. The Public Library will continue to provide high quality library service to the residents of the surrounding unincorporated areas including the areas of Placerita Canyon, Stevenson Ranch, Castaic, and Val Verde. In June, express library service will be available at the Richard Rioux Park to serve the greater Stevenson Ranch area pending completion of a needs assessment process to determine the need for a permanent library in the area.

In addition, the City has previously agreed to provide reciprocal library services for a period of five years beginning on July 1, 2011 until June 30, 2016, to the residents of the surrounding unincorporated area under the same guidelines, policies, and procedures as will apply to City residents.

The Public Library has met with SEIU on several occasions since the start of the withdrawal process to minimize, to the extent possible, the impact on staff related to the transition of the three libraries to the City. The Public Library was successful in identifying equivalent positions at other County Library facilities to place all full-time staff impacted by the withdrawal. Of the 18 full-time staff impacted by transition, one staff member has retired and two staff are taking voluntary demotions due to a personal preference to continue working in the north County area. However, it will be necessary for the Public Library to release 27 part-time workers in late June. The Public Library has worked closely with the Department of Human Resources to provide placement services to our displaced workers.

CONCLUSION

It is requested that the Executive Officer, Board of Supervisors return three certified copies of the minute order and the adopted stamped Board Letter, two copies of the Purchase and Sale Agreement and two copies of the Joint Occupancy Agreement with original signatures to the Chief Executive Office, Real Estate Division. In addition, please return to the Public Library two fully conformed copies of the Board Letter, Purchase and Sale Agreement and Joint Occupancy Agreement.

Respectfully Submitted,



WILLIAM T FUJIOKA
Chief Executive Officer



MARGARET DONNELLAN TODD
County Librarian

WTF:MDT:RLR
CM:ls

Attachments

- c: Executive Office, Board of Supervisors
- County Counsel
- Auditor-Controller
- Public Library
- Internal Services
- Human Resources

11-00202

CITY OF SANTA CLARITA VALENCIA AND NEWHALL LIBRARIES
PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is made and entered into this _____ day of _____ 2011, by and between the City of Santa Clarita ("Buyer"), and the County of Los Angeles ("Seller") a body corporate and politic, regarding the conveyance of real property. This Agreement is made with reference to the following facts:

- A. On August 24, 2010, the Santa Clarita City Council adopted Resolution 10-71 to withdraw from the County Library System and assume the responsibility for providing library services to the residents of Santa Clarita effective July 1, 2011. The Buyer's action is authorized pursuant to the authority granted to the Buyer under to provisions of Sections 19116 (a) and 19116 (c) of the California Education Code.
- B. The real property consists of two improved individual properties commonly known as the Santa Clarita Valencia Library (Parcel "1") and the Santa Clarita Newhall Library (Parcel "2") (collectively, the "Property").

Parcel 1 is located at 23743 West Valencia Boulevard, in the City of Santa Clarita, and is comprised of approximately 1.63 acres of land and approximately 23,553 square feet of improvements, including a utility easement for water lines reserved to the Seller upon the conveyance of Parcel 1, all as legally described in the attached Exhibit "A" and depicted in Exhibit "A-1". In addition, Seller shall convey a non-exclusive access and landscape easement consisting of approximately 6,528 square feet (Parcel "1-A") which will provide the Buyer with access to Parcel 1, which is legally described in the attached Exhibit "B" and depicted on Exhibit B-1. Exhibits "A", A-1, B, and B-1 are incorporated herein by this reference.

Parcel 2 is located at 22704 West Ninth Street, in the City of Santa Clarita, and is comprised of approximately 13,479 square feet of land and approximately 4,378 square feet of improvements, all legally described in Exhibit "C" and depicted on Exhibit "C-1". Exhibits C and C-1 are incorporated herein by this reference.

- C. The Buyer desires to acquire the Property in contemplation of owning and operating its own City-operated library system.

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

1. **Use.** Buyer intends to operate and maintain the Property as city libraries.
2. **Purchase Price.** The purchase price ("Purchase Price") for the Property is:

Four Million Seven Hundred Twenty Thousand Dollars (\$ 4,720,000.00) for Parcel 1, which includes Parcel 1-A, and Five Hundred Eighty Thousand Dollars (\$580,000.00) for Parcel 2, payable by Buyer to Seller as follows:

- A. The sum total of the Purchase Price for Parcel 1, Parcel 1-A, and Parcel 2 is Five Million Three Hundred Thousand Dollars (\$5,300,000.00) shall be deposited into escrow three (3) business days prior to the conveyance of the Property in accordance with Section 6.8 hereof.
 - B. In addition, Buyer shall pay to Seller at the time the Purchase Price is deposited into escrow the following additional consideration: (i) Five Hundred Eighty Six Thousand Three Hundred Forty Six Dollars (\$586,346.00) for fixtures and equipment, described in the attached Exhibit F; (ii) Two Million Dollars (\$2,000,000.00) for book collections, described in the attached Exhibit G.
 - C. In addition, Buyer agrees to pay R.P Laurain and Associates, through escrow, the amount of Three Thousand Two Hundred Eighty Four Dollars and Forty Cents (\$3,284.40), for services rendered to procure the selection of the third real estate appraiser.
 - D. In addition, Buyer agrees to pay John Ellis, Integra Realty Resources through escrow, the amount of Seven Thousand Four Hundred Dollars (\$7,400.00), for services rendered for real property appraisal services.
 - E. In addition, Buyer will reimburse Seller for professional appraisal of fixtures and equipment and appraisal studies, in the amount of Twenty Two Thousand Seven Hundred and Thirty Eight Dollars (\$22,738.00).
3. **Costs.** All costs and expenses of escrow and closing 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, escrow, recording and any other miscellaneous customary charges and fees.
 4. **Escrow Holdback Fund.** Buyer agrees that the acquisition of Parcel 1 and Parcel 1-A within the Santa Clarita Civic Center shall cause Seller to incur costs to separate some common amenities such as the exterior lighting and irrigation system currently in place. Seller has obtained the Exterior Lighting Estimate #1056-11 from the Seller's Internal Services Department, which outlines a detailed scope of work and related cost to effectuate these services, as described on the attached Exhibit D.

Exhibit D is incorporated herein by this reference. Buyer will perform the work necessary to separate the irrigation systems as described in Exhibit D. Buyer agrees to deposit into escrow, prior to the closing, funds equal to the proposed estimates for scope of work for the Lighting Canopy and Parking Lot Lights, including Ninety Four Thousand Dollars (\$ 94,000.00) for early termination of the Seller's AT&T contract.

The Parties agree to continue to negotiate with respect to the final costs associated with all the related separation costs, as well as which Party will be responsible for undertaking the work to be paid for with amounts deposited pursuant to this paragraph.

Estimated Cost for Scope of Work:

Canopy Lighting:	\$13,450
Parking Lot Lights:	\$12,800

Upon completion of the identified work, Seller shall request escrow holder in writing to release said funds, stipulating the work has been completed. Any escrow proceeds remaining after payment of all costs described in this paragraph shall be returned to Buyer.

5. **Joint Occupancy Agreement.** Buyer and Seller agree that the sale of Parcel 1 shall cause Buyer to be obligated for its ongoing share of costs related to utilities, maintenance, operation and repair of certain of Seller's facilities. The parties agree to enter into a joint occupancy agreement as described in Exhibit E, attached and incorporated herein by this reference, prior to the close of escrow, which sets forth the terms and conditions under which they will operate upon conveyance of the Property to Buyer.

6. **Transfer of Property Interest.**

6.1 **Escrow.** Upon Seller's Board of Supervisors approval of this Agreement, the parties shall open an escrow ("Escrow") with First American Title Company, 777 South Figueroa, 4th Floor, Los Angeles, CA 90017, attention: Carolyn J. Marcial, escrow officer, Escrow# 489327 - Valencia Library and Escrow# 489328 - Newhall Library, ("Escrow Holder"), and this Agreement shall constitute the basic instructions for the purpose of consummating the transaction contemplated by this Agreement.

6.2 **Execution of Additional Escrow Documents.** The parties shall execute and deliver to Escrow Holder, within five (5) business days after receipt, such additional escrow instructions prepared by the Escrow Holder as may be required to consummate the transaction contemplated by this Agreement. Any such instructions shall not conflict with, amend, or supersede any provisions of this Agreement. If there is any inconsistency between such instructions and this Agreement, this Agreement shall control unless the parties expressly agree in writing otherwise.

- 6.3 Form of Quitclaim Deed.** Title to the Property shall be conveyed by Seller to Buyer by a quitclaim deed.
- 6.4 Condition of Title to Transfer Property.** The Seller shall cause the conveyance of good and marketable title to the Property to the Buyer as evidenced by a C. L. T. A. Standard Coverage Form Policy of Title Insurance ("Title Policy"), issued by First American Title Company, 520 North Central Avenue, Glendale, CA 91203, Joe Mansueto, title officer, Orders # 3274918 and 3724919, in an amount equal to the value of the Purchase Price. The Title Policy shall show as exceptions all matters approved in writing by the Buyer. Prior to the Closing, the Seller shall use reasonable efforts to remove from title any items disapproved by the Buyer. If the item cannot be removed, said item may be eliminated by any feasible method that is acceptable to the Buyer. If the Buyer does not approve a method of removing any disapproved exceptions for any reason, the Buyer, as its sole and exclusive remedy, may (i) waive this condition and proceed with this transaction, or (ii) terminate this Agreement and neither party shall have any further liability to the other.
- 6.5 Buyer's Conditions to Closing.** Buyer's obligation to consummate the transaction contemplated by this Agreement is conditioned upon: (i) Seller's delivery of the quitclaim deeds to Escrow Holder; (ii) Seller's representations, warranties and covenants being true and correct as of Closing; and (iii) Title Company's irrevocable commitment to issue the Title Policy, subject only to those exceptions to title approved or deemed approved by Buyer. Upon non-satisfaction of any one of the above conditions, Buyer shall allow Seller an opportunity to cure by any reasonable method; if the Seller fails to cure, Buyer may, in writing, terminate this Agreement, and thereafter the parties shall have no further obligations pursuant to this Agreement. If Buyer does not object to Seller's non-satisfaction of said conditions, they shall be deemed satisfied as of Closing.
- 6.6 Seller's Conditions to Closing.** Seller's obligation to consummate the transaction contemplated by this Agreement is conditioned upon: (i) Board of Supervisors approving the sale of the Property; (ii) Buyer's deposit of the Purchase Price into Escrow no later than five (5) business days after approval of the purchase by the Board of Supervisors; (iii) and Buyer's representations, warranties and covenants being true and correct as of the Closing. Upon non-satisfaction of any one of the above conditions, Seller shall allow Buyer a reasonable opportunity to cure by a reasonable method; if Buyer fails to cure, Seller may, in writing, terminate this Agreement, and thereafter the parties shall have no further obligations pursuant to this Agreement. If Seller does not object to Buyer's non-satisfaction of said conditions, they shall be deemed satisfied as of Closing.

6.7 Loss by Fire or Other Causality. Seller shall maintain fire and casualty insurance on the Property in full force until Closing. In the event that, prior to Closing, the Property or any part thereof, is destroyed or damaged, Seller shall provide Buyer with information, in reasonable detail, respecting the proceeds of insurance available to repair such damage or destruction. Within ten (10) days following receipt of the foregoing information, the Buyer, at its option, may instead elect to terminate this Agreement, and thereafter, neither party shall have any further obligations pursuant to this Agreement. If Buyer elects to accept the Property in its then condition, all proceeds of insurance paid or payable to Seller by reason of such damage or destruction shall be paid or assigned to Buyer.

6.8 Closing. For purposes of this Agreement, the "Closing" shall be defined as the recordation of the quitclaim deed in the Official Records. The parties agree to use their best efforts to effect the Closing on the following dates: Escrow# 489327-Valencia Library shall close no later than June 23, 2011 and Escrow# 489328-Newhall Library shall close no later than June 24, 2011. . The parties may mutually agree in writing to extend the Closing beyond that date, if such an extension appears to either party to be necessary.

7. Possession.

7.1 Buyer's Possession. Buyer shall be entitled to exclusive possession of the Property as of the Closing. Seller shall provide Buyer with any keys or other means necessary to operate all locks and alarms associated with securing the improvements on the Property.

7.1.1 Seller agrees to deliver the Property in good condition, without any tenancy rights or other claims to possession encumbering it, upon the Closing.

7.1.2 Seller agrees to terminate all Property management agreements, and maintenance agreements relating to the Property prior to Closing, other than those maintenance and utility obligations resulting from the Joint Occupancy Agreement.

8. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested or by Express Mail or Federal Express to the following address:

To Seller: County of Los Angeles, Chief Executive Office
Real Estate Division, Property Management Section
222 South Hill Street, 3rd Floor
Los Angeles, California 90012
Attention: Chris Montana

With a Copy to: County of Los Angeles, Office of County Counsel
Room 652 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012
Attention: Thomas Faughnan, Esq.

To Buyer: Darren Hernandez
City of Santa Clarita
23920 Valencia Boulevard, Suite 300
Santa Clarita, CA 91355

With a Copy to: Joe Montes
City Attorney
City of Santa Clarita
23920 Valencia Boulevard
Santa Clarita, CA 91355

Notice shall be deemed for all purposes to have been given on the date of personal service or three (3) consecutive calendar days following the deposit of the same with a carrier as specified above. Notice of change of address shall be given by written notice in the manner detailed in this paragraph.

9. **Representations and Warranties of the Parties.** In consideration for entering into this Agreement and as an inducement to the transaction contemplated herein, each of the parties hereto makes the following representations and warranties, each of which is material and is being relied upon by the other and the truth and accuracy of which shall constitute a condition precedent to each parties obligations hereunder. Each of the following representations and warranties shall be deemed to have been remade as of the Closing.

9.1 **Power.** Each party has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

9.2 **Requisite Action.** All requisite action has been taken by each party in connection with entering into this Agreement and the instruments referenced herein and, by the Closing, all such necessary action will have been taken to authorize the consummation of the transactions contemplated by this Agreement. By the Closing, no additional consent of any person or entity, judicial or administrative body, governmental authority or other party shall be required for each party to consummate the transactions contemplated by this Agreement.

9.3 **Individual Authority.** The individuals on behalf of each party executing this Agreement and the instruments referenced herein, have the legal power, right and actual authority to bind their respective party to the terms and conditions hereof and thereof.

9.4 **Validity.** This Agreement and all documents required hereby to be executed by each party are and shall be valid, legally binding obligations of and enforceable against each party in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.

10. **Indemnification.**

10.1 Buyer shall defend, indemnify, and hold Seller and its elected and appointed officers, agents and employees free and harmless from and against any and all liabilities, damages, claims, costs and expenses (including without limitation, attorneys' fees, legal expenses and consultants' fees) arising from (a) the negligence or willful misconduct of the Buyer or its officers, employees or agents relating to the performance of its obligations under the terms of this Agreement, or (b) Buyer's ownership or use of the Property from and after the Closing.

10.2 The Seller shall defend, indemnify, and hold Buyer and its elected and appointed officers, agents and employees free and harmless from and against any and all liabilities, damages, claims, costs and expenses (including without limitation, attorneys' fees, legal expenses and consultants' fees) arising from (a) the negligence or willful misconduct of the Seller or its officers, employees or agents relating to the performance of its obligations under terms of this Agreement, or (b) Seller's ownership or use of the Property prior to the Closing.

10.3 The indemnity provided each party by this section shall survive the Closing.

11. **General Provisions.**

11.1 **Delegation of Authority.** The Seller hereby delegates to its Chief Executive Officer or his designee, the authority to issue any and all approvals required by this Agreement and to execute any and all instruments necessary to consummate this transaction.

11.2 **Survival of Covenants.** The covenants, agreements, representations and warranties made herein are intended to survive the Closing and recordation and delivery of the quitclaim deeds conveying the Property.

- 11.3 **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto and no addition or modification of any term or provision shall be effective unless set forth in writing, signed by both Buyer and Seller.
- 11.4 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Agreement.
- 11.5 **California Law.** This Agreement has been made and entered into in the State of California, and shall be construed in accordance with the internal laws thereof.
- 11.6 **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.
- 11.7 **Captions.** The section and paragraph numbers and captions appearing in this Agreement are inserted as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or paragraphs of this Agreement nor in any way affect this Agreement.
- 11.8 **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.
- 11.9 **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 this 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 this Agreement; provided that the remaining Agreement can be reasonably and equitably enforced.
- 11.10 **Binding Effect.** The provisions of this Agreement shall be binding upon the parties hereto and their respective successors-in-interest.

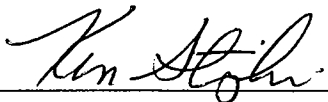
11.11 No Presumption Re: Drafter. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations 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.

11.12 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.

IN WITNESS WHEREOF, Buyer has executed this Agreement or caused it to be duly executed and this Agreement has been executed on behalf of the Seller by the Mayor of the County of Los Angeles the day, month, and year first above written.

“BUYER”

CITY OF SANTA CLARITA

By: 

“SELLER”

COUNTY OF LOS ANGELES

A body corporate and politic

By: _____
Michael D. Antonovich
Mayor, County of Los Angeles

ATTEST:

SACHI A. HAMA, Executive Officer-Clerk
of the Board of Supervisors

By: _____

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

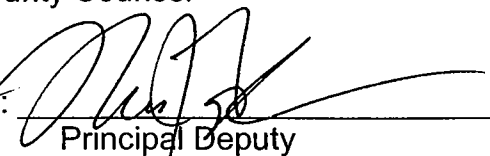
By: 
Principal Deputy

EXHIBIT LIST

- Exhibit A: Legal Description for Parcel 1
- Exhibit A-1: Depiction of Parcel 1
- Exhibit 1-A: Non-Exclusive Access and Landscape Easement
- Exhibit B: Legal Description to Non-Exclusive Access and Landscape Easement
- Exhibit C: Legal Description for Parcel 2
- Exhibit C-1: Depiction of Parcel 2
- Exhibit D: Copy of Exterior Lighting Cost Estimate #1056-11
- Exhibit E: Joint Occupancy Agreement
- Exhibit F: FF & E Purchase List
- Exhibit G: Collections List

EXHIBIT "A"

TO PURCHASE AND SALE AGREEMENT

EXHIBIT "A" LEGAL DESCRIPTION

BEING A PORTION OF THE RANCHO SAN FRANCISCO IN THE CITY OF SANTA CLARITA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, PER MAP FILED IN BOOK 1 PAGES 521 AND 522 OF PATENTS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF VARIABLE WIDTH VALENCIA BOULEVARD WITH THE CENTERLINE OF 100.00-FOOT WIDE MAGIC MOUNTAIN PARKWAY;

1. THENCE SOUTH 17°36'35" WEST, ALONG THE CENTERLINE OF VALENCIA BOULEVARD, 176.47 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 1,300.00 FEET;
2. THENCE SOUTHWESTERLY ALONG SAID CURVE AND SAID CENTERLINE THROUGH A CENTRAL ANGLE OF 00°02'20" AND AN ARC LENGTH OF 0.88 FEET TO THE POINT OF BEGINNING, FROM SAID POINT A RADIAL LINE TO THE CENTER OF CURVE BEARS NORTH 72°21'05" WEST;
3. THENCE CONTINUING SOUTHWESTERLY ALONG SAID CURVE AND SAID CENTERLINE THROUGH A CENTRAL ANGLE OF 11°16'41" AND AN ARC LENGTH OF 255.89 FEET TO A POINT FROM WHICH A RADIAL LINE TO THE CENTER OF CURVE BEARS NORTH 61°04'24" WEST;
4. THENCE, LEAVING SAID CENTERLINE, NORTH 70°27'00" WEST 60.63 FEET TO A POINT IN THE NORTHWESTERLY RIGHT-OF-WAY OF SAID VALENCIA BOULEVARD;
5. THENCE CONTINUING NORTH 70°27'00" WEST, ALONG THE NORTHEASTERLY EDGE OF 10-FOOT WIDE CONCRETE WALKWAY, 76.63 FEET TO AN ANGLE POINT IN SAID WALKWAY;
6. THENCE NORTH 19°33'00" EAST, ALONG THE SOUTHEASTERLY EDGE OF SAID WALKWAY, 10.08 FEET TO AN ANGLE POINT IN SAID WALKWAY;
7. THENCE NORTH 70°27'00" WEST, ALONG THE NORTHEASTERLY EDGE OF SAID WALKWAY, 169.90 FEET TO AN ANGLE POINT IN SAID WALKWAY;
8. THENCE SOUTH 19°33'00" WEST, ALONG THE NORTHWESTERLY EDGE OF SAID WALKWAY, 9.97 FEET TO AN ANGLE POINT IN SAID WALKWAY;
9. THENCE NORTH 70°27'00" WEST, ALONG THE NORTHEASTERLY EDGE OF SAID WALKWAY, 30.61 FEET TO A POINT IN A LINE LYING 10.55 FEET NORTHWESTERLY OF, AT RIGHT ANGLES TO, AND PARALLEL WITH THE NORTHWESTERLY EXTERIOR WALL OF THE VALENCIA LIBRARY BUILDING AND THE SOUTHWESTERLY AND NORTHEASTERLY EXTENSIONS THEREOF;
10. THENCE NORTH 19°33'00" EAST, ALONG SAID PARALLEL LINE, 264.78 FEET TO A POINT IN THE SOUTHWESTERLY EDGE OF A 6-INCH WIDE CONCRETE CURB, SAID POINT ALSO BEING ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 9.50 FEET, FROM SAID POINT A RADIAL LINE TO THE CENTER OF CURVE BEARS SOUTH 55°31'43" WEST;
11. THENCE SOUTHEASTERLY ALONG SAID CURVE AND SAID SOUTHWESTERLY EDGE OF CURB THROUGH A CENTRAL ANGLE OF 24°00'15" AND AN ARC LENGTH OF 3.98 FEET;
12. THENCE ON A TANGENT BEARING SOUTH 10°28'02" EAST, ALONG SAID SOUTHWESTERLY EDGE OF CURB, 14.81 FEET TO AN ANGLE POINT IN SAID CURB;
13. THENCE SOUTH 70°23'43" EAST, ALONG SAID SOUTHWESTERLY EDGE OF CURB, 145.82 FEET TO AN ANGLE POINT IN SAID CURB;
14. THENCE NORTH 76°33'50" EAST, ALONG THE SOUTHEASTERLY EDGE OF SAID CURB, 9.56 FEET TO AN ANGLE POINT IN SAID CURB;
15. THENCE NORTH 10°24'22" WEST, ALONG THE NORTHEASTERLY EDGE OF SAID CURB, 6.92 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 8.00 FEET;
16. THENCE NORTHERLY ALONG SAID CURVE AND THE EASTERLY EDGE OF SAID CURB THROUGH A CENTRAL ANGLE OF 25°56'17" AND AN ARC LENGTH OF 3.62 FEET TO A POINT OF COMPOUND CURVATURE, SAID CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 2.50 FEET, FROM SAID POINT A RADIAL LINE TO THE CENTER OF CURVE BEARS SOUTH 74°28'05" EAST;

17. THENCE NORTHEASTERLY, EASTERLY, AND SOUTHEASTERLY ALONG SAID CURVE AND THE SOUTHEASTERLY, SOUTHERLY, AND SOUTHWESTERLY EDGE OF SAID CURB THROUGH A CENTRAL ANGLE OF 87°32'11" AND AN ARC LENGTH OF 3.82 FEET TO A POINT OF COMPOUND CURVATURE, SAID CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 15.00 FEET, FROM SAID POINT A RADIAL LINE TO THE CENTER OF CURVE BEARS SOUTH 13°04'06" WEST;
18. THENCE SOUTHEASTERLY ALONG SAID CURVE AND THE SOUTHWESTERLY EDGE OF SAID CURB THROUGH A CENTRAL ANGLE OF 20°45'16" AND AN ARC LENGTH OF 5.43 FEET TO A POINT OF COMPOUND CURVATURE, SAID CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 7.50 FEET, FROM SAID POINT A RADIAL LINE TO THE CENTER OF CURVE BEARS SOUTH 33°49'22" WEST;
19. THENCE SOUTHEASTERLY, SOUTHERLY, AND SOUTHWESTERLY ALONG SAID CURVE AND THE SOUTHWESTERLY, WESTERLY, AND NORTHWESTERLY EDGE OF SAID CURB THROUGH A CENTRAL ANGLE OF 74°22'02" AND AN ARC LENGTH OF 9.73 FEET;
20. THENCE ON A TANGENT BEARING SOUTH 18°11'24" WEST, ALONG THE NORTHWESTERLY EDGE OF SAID CURB, 9.85 FEET TO A POINT IN THE SOUTHEASTERLY EXTENSION OF COURSE NO. 13 ABOVE;
21. THENCE LEAVING SAID CURB SOUTH 70°23'43" EAST, ALONG SAID SOUTHEASTERLY EXTENSION, 43.67 FEET TO A POINT IN THE SOUTHEASTERLY EDGE OF A 6-INCH WIDE CONCRETE CURB, SAID POINT ALSO BEING ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 14.50 FEET, FROM SAID POINT A RADIAL LINE TO THE CENTER OF CURVE BEARS SOUTH 55°05'27" EAST;
22. THENCE NORTHEASTERLY, EASTERLY, AND SOUTHEASTERLY ALONG SAID CURVE AND THE SOUTHEASTERLY, SOUTHERLY, AND SOUTHWESTERLY EDGE OF SAID CURB THROUGH A CENTRAL ANGLE OF 55°05'27" AND AN ARC LENGTH OF 13.94 FEET;
23. THENCE ON A TANGENT BEARING SOUTH 70°21'59" EAST, ALONG THE SOUTHWESTERLY EDGE OF SAID CURB, 67.70 FEET TO A POINT IN THE SAID NORTHWESTERLY RIGHT-OF-WAY OF VALENCIA BOULEVARD;
24. THENCE CONTINUING SOUTH 70°21'59" EAST 55.28 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 1.970 GROSS ACRES AND 1.631 NET ACRES OF LAND, MORE OR LESS.

RESERVING THEREFROM THE ABOVE DESCRIBED 1.631 NET ACRE PARCEL AN EASEMENT FOR WATER LINES, APPURTENANT STRUCTURES, INGRESS AND EGRESS PURPOSES, AND ALL USES INCIDENT THERETO, INCLUDING THE RIGHT TO MAKE CONNECTIONS THEREWITH FROM ANY ADJOINING PROPERTIES UPON, OVER, AND ACROSS A PORTION OF THE RANCHO SAN FRANCISCO IN THE CITY OF SANTA CLARITA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, PER MAP FILED IN BOOK 1 PAGES 521 AND 522 OF PATENTS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

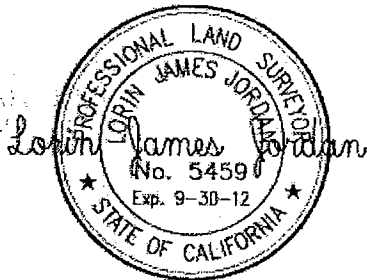
BEGINNING AT THE MOST WESTERLY CORNER OF THE ABOVE DESCRIBED 1.631 NET ACRE PARCEL;

25. THENCE NORTH 19°33'00" EAST, ALONG THE NORTHWESTERLY LINE OF SAID PARCEL, 17.97 FEET TO A POINT IN A LINE LYING 8.00 FEET NORTHEASTERLY OF, AT RIGHT ANGLES TO, AND PARALLEL WITH COURSE NO. 7 OF THE ABOVE DESCRIBED 1.631 NET ACRE PARCEL AND THE NORTHWESTERLY EXTENSION THEREOF;
26. THENCE SOUTH 70°27'00" EAST, ALONG SAID PARALLEL LINE, 200.51 FEET TO A POINT IN THE NORTHEASTERLY EXTENSION OF COURSE NO. 6 OF THE ABOVE DESCRIBED 1.631 NET ACRE PARCEL;
27. THENCE NORTH 19°33'00" EAST, ALONG SAID NORTHEASTERLY EXTENSION, 8.00 FEET TO A POINT IN A LINE LYING 16.00 FEET NORTHEASTERLY OF, AT RIGHT ANGLES TO, AND PARALLEL WITH COURSE NO. 7 OF THE ABOVE DESCRIBED 1.631 NET ACRE PARCEL AND THE SOUTHEASTERLY EXTENSION THEREOF;
28. THENCE SOUTH 70°27'00" EAST, ALONG SAID PARALLEL LINE, 78.26 FEET TO A POINT IN THE ABOVE SAID NORTHWESTERLY RIGHT-OF-WAY OF VALENCIA BOULEVARD, SAID POINT ALSO BEING ON A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 1,280.00 FEET, FROM SAID POINT A RADIAL LINE TO THE CENTER OF CURVE BEARS NORTH 60°57'59" WEST;

29. THENCE SOUTHWESTERLY ALONG SAID CURVE AND SAID NORTHWESTERLY RIGHT-OF-WAY THROUGH A CENTRAL ANGLE OF 01°11'08" AND AN ARC LENGTH OF 26.49 FEET TO THE SOUTHEASTERLY TERMINUS OF COURSE NO. 5 OF THE ABOVE DESCRIBED 1.631 NET ACRE PARCEL;
5. THENCE NORTH 70°27'00" WEST, ALONG THE SOUTHWESTERLY LINE OF THE ABOVE DESCRIBED 1.631 NET ACRE PARCEL, 76.63 FEET TO AN ANGLE POINT IN SAID SOUTHWESTERLY LINE;
6. THENCE NORTH 19°33'00" EAST, SAID SOUTHWESTERLY LINE, 10.08 FEET TO AN ANGLE POINT IN SAID SOUTHWESTERLY LINE;
7. THENCE NORTH 70°27'00" WEST, ALONG SAID SOUTHWESTERLY LINE, 169.90 FEET TO AN ANGLE POINT IN SAID SOUTHWESTERLY LINE;
8. THENCE SOUTH 19°33'00" WEST, ALONG SAID SOUTHWESTERLY LINE, 9.97 FEET TO AN ANGLE POINT IN SAID SOUTHWESTERLY LINE;
9. THENCE NORTH 70°27'00" WEST, ALONG SAID SOUTHWESTERLY LINE, 30.61 FEET TO THE POINT OF BEGINNING.

ALL ABOVE COURSE NUMBERS ARE REFERENCED ON THE ATTACHED EXHIBIT "B," EXHIBIT MAP, MADE A PART HEREOF.

THE CENTERLINE OF AMERICAN AVENUE, SHOWN AS NORTH 43°26'15" WEST ON TRACT NO. 33746 FILED IN BOOK 1056 PAGES 91 THROUGH 96, INCLUSIVE, OF MAPS, RECORDS OF SAID COUNTY IS THE BASIS OF BEARINGS FOR THESE LEGAL DESCRIPTIONS.



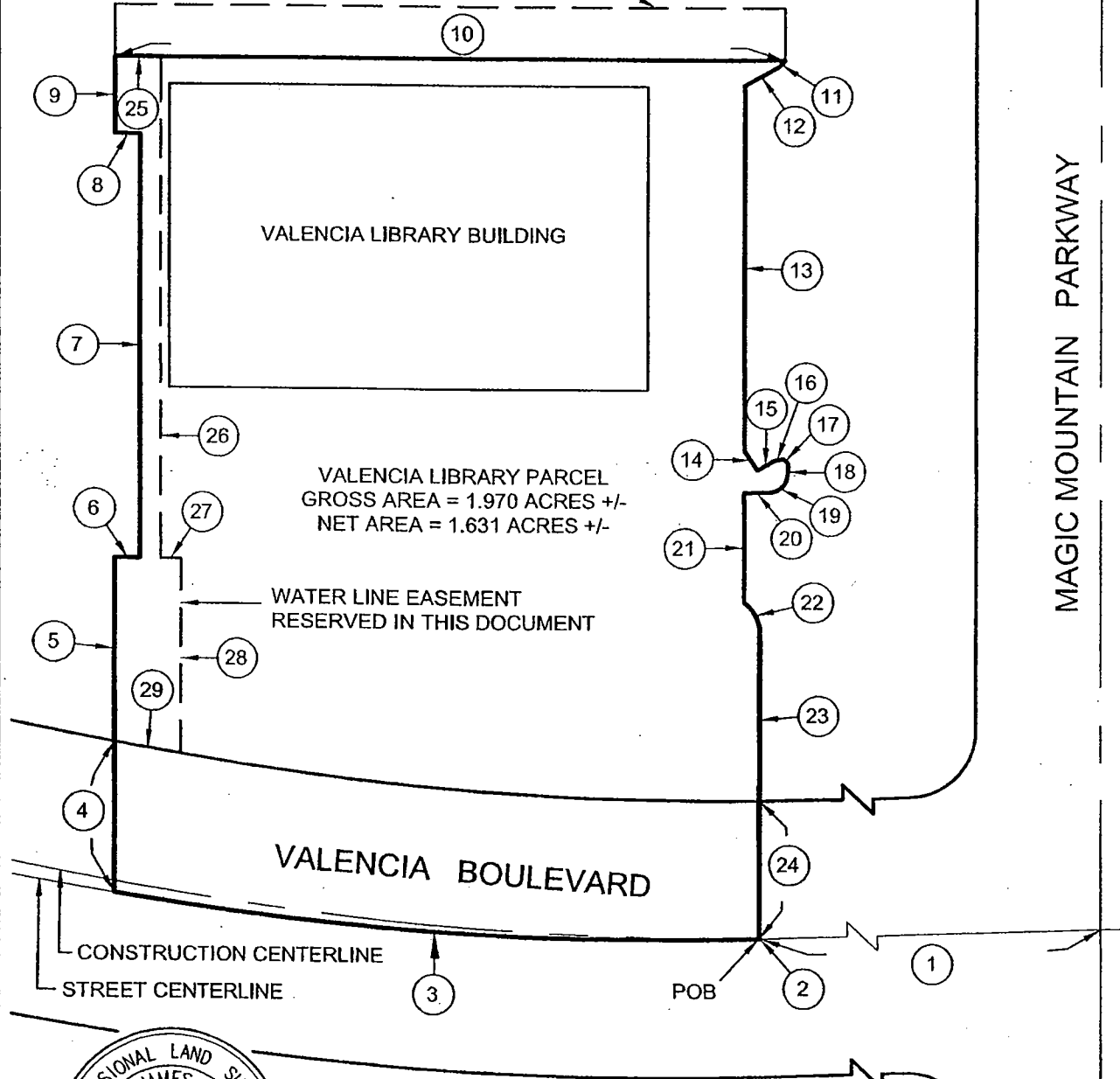
LORIN JAMES JORDAN, PLS
SENIOR ENGINEER-LAND SURVEYOR
CITY OF SANTA CLARITA
DATED MAY 23, 2011

EXHIBIT "A-1"

TO PURCHASE AND SALE AGREEMENT

EXHIBIT "B" EXHIBIT MAP GRANT DEED FOR THE VALENCIA LIBRARY

INGRESS AND EGRESS, MAINTENANCE, AND
LANDSCAPING EASEMENT BY SEPARATE DOCUMENT



VALENCIA LIBRARY PARCEL
GROSS AREA = 1.970 ACRES +/-
NET AREA = 1.631 ACRES +/-

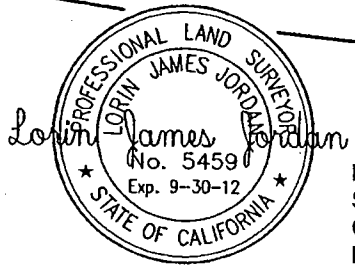
WATER LINE EASEMENT
RESERVED IN THIS DOCUMENT

VALENCIA BOULEVARD

MAGIC MOUNTAIN PARKWAY

CONSTRUCTION CENTERLINE
STREET CENTERLINE

POB



LORIN JAMES JORDAN, PLS
SENIOR ENGINEER-LAND SURVEYOR
CITY OF SANTA CLARITA
DATED MAY 23, 2011

[Handwritten Signature]
SCALE: 1" = 60'

EXHIBIT "1-A"
TO PURCHASE AND SALE AGREEMENT

RECORDING REQUESTED BY: .
County of Los Angeles .
AND MAIL TO: .
Darren Hernandez .
Deputy City Manager .
23920 Valencia Boulevard, Suite 300 .
Santa Clarita, CA 91355 .

Space above this line for Recorder's use _____

Assessor's Identification Number: 2861-009-900 (portion)
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

**ACCESS, MAINTENANCE AND
LANDSCAPE EASEMENT**

For valuable consideration, the receipt of which is hereby acknowledged, the County of Los Angeles, a body corporate and politic, ("Grantor") does hereby grant to the City of Santa Clarita ("Grantee") a non-exclusive easement ("Easement") for ingress and egress, maintenance and landscaping purposes, and all uses incident thereto, upon, over, and across the real property in the City of Santa Clarita, County of Los Angeles, State of California, as legally described in the attached Exhibit A (the "Property") and depicted in Exhibit B. Exhibit A and Exhibit B hereto are incorporated herein by this reference. This Easement also includes the non-exclusive right for pedestrian and vehicular ingress and egress over Grantor's real property (AIN 2861-009-900 (portion) at any walkway or driveway to access the Grantee's real property from any publicly dedicated street, as depicted in Exhibit B.

Subject to all matters of record and to the following reservations and conditions which Grantor and Grantee, by the acceptance of this Easement, agree to keep and perform viz:

- a. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- b. It is expressly understood that Grantor will not be called upon to repair, maintain, or reconstruct any part or portion of the Property and/or Improvements.
- c. Grantor reserves the right to use the Property for any and all purposes consistent with enjoyment of the Easement herein granted.

- d. Grantee agrees that it will indemnify, defend and hold harmless Grantor, and its Special Districts, elected officials and appointed officers, agents, and/or employees from any and all liability, loss or damage, including but not limited to demands, claims, actions, fees, costs and expenses (including without limitation attorney and expert witness fees) arising from or connected with any act or omission by Grantee, its agents or employees, arising out of the exercise by Grantee, or its officers, agents or employees, of any of the rights granted to it by this Easement.

- e. The provisions and conditions contained in the Easement shall be binding upon Grantee and its successors and assigns.

Dated _____

COUNTY OF LOS ANGELES

By: _____
Michael D. Antonovich
Mayor, County of Los Angeles

ATTEST:

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

By: _____
Deputy

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By: _____
Deputy

EXHIBIT "B"

TO PURCHASE AND SALE AGREEMENT

ACCESS, MAINTENANCE, AND LANDSCAPE EASEMENT EXHIBIT "A" LEGAL DESCRIPTION

BEING A PORTION OF THE RANCHO SAN FRANCISCO IN THE CITY OF SANTA CLARITA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, PER MAP FILED IN BOOK 1 PAGES 521 AND 522 OF PATENTS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF VARIABLE WIDTH VALENCIA BOULEVARD WITH THE CENTERLINE OF 100.00-FOOT WIDE MAGIC MOUNTAIN PARKWAY;

1. THENCE SOUTH $17^{\circ}36'35''$ WEST, ALONG THE CENTERLINE OF VALENCIA BOULEVARD, 176.47 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 1,300.00 FEET;
2. THENCE SOUTHWESTERLY ALONG SAID CURVE AND SAID CENTERLINE THROUGH A CENTRAL ANGLE OF $00^{\circ}02'20''$ AND AN ARC LENGTH OF 0.88 FEET, FROM SAID POINT A RADIAL LINE TO THE CENTER OF CURVE BEARS NORTH $72^{\circ}21'05''$ WEST;
3. THENCE CONTINUING SOUTHWESTERLY ALONG SAID CURVE AND SAID CENTERLINE THROUGH A CENTRAL ANGLE OF $11^{\circ}16'41''$ AND AN ARC LENGTH OF 255.89 FEET TO A POINT FROM WHICH A RADIAL LINE TO THE CENTER OF CURVE BEARS NORTH $61^{\circ}04'24''$ WEST;
4. THENCE, LEAVING SAID CENTERLINE, NORTH $70^{\circ}27'00''$ WEST 60.63 FEET TO A POINT IN THE NORTHWESTERLY RIGHT-OF-WAY OF SAID VALENCIA BOULEVARD;
5. THENCE CONTINUING NORTH $70^{\circ}27'00''$ WEST, ALONG THE NORTHEASTERLY EDGE OF 10-FOOT WIDE CONCRETE WALKWAY, 76.63 FEET TO AN ANGLE POINT IN SAID WALKWAY;
6. THENCE NORTH $19^{\circ}33'00''$ EAST, ALONG THE SOUTHEASTERLY EDGE OF SAID WALKWAY, 10.08 FEET TO AN ANGLE POINT IN SAID WALKWAY;
7. THENCE NORTH $70^{\circ}27'00''$ WEST, ALONG THE NORTHEASTERLY EDGE OF SAID WALKWAY, 169.90 FEET TO AN ANGLE POINT IN SAID WALKWAY;
8. THENCE SOUTH $19^{\circ}33'00''$ WEST, ALONG THE NORTHWESTERLY EDGE OF SAID WALKWAY, 9.97 FEET TO AN ANGLE POINT IN SAID WALKWAY;
9. THENCE NORTH $70^{\circ}27'00''$ WEST, ALONG THE NORTHEASTERLY EDGE OF SAID WALKWAY, 30.61 FEET TO A POINT IN A LINE LYING 10.55 FEET NORTHWESTERLY OF, AT RIGHT ANGLES TO, AND PARALLEL WITH THE NORTHWESTERLY EXTERIOR WALL OF THE VALENCIA LIBRARY BUILDING AND THE SOUTHWESTERLY AND NORTHEASTERLY EXTENSIONS THEREOF, SAID POINT BEING THE POINT OF BEGINNING OF THIS DESCRIPTION;
10. THENCE NORTH $19^{\circ}33'00''$ EAST, ALONG SAID PARALLEL LINE, 264.78 FEET TO A POINT IN THE SOUTHWESTERLY EDGE OF A 6-INCH WIDE CONCRETE CURB;
11. THENCE NORTH $70^{\circ}27'00''$ WEST, PERPENDICULAR TO COURSE NO. 10, A DISTANCE OF 20.95 FEET TO THE NORTHWESTERLY EDGE OF 13-FOOT WIDE CONCRETE WALKWAY;
12. THENCE SOUTH $19^{\circ}33'00''$ WEST, ALONG SAID NORTHWESTERLY EDGE OF WALKWAY, 264.78 FEET;
13. THENCE SOUTH $70^{\circ}27'00''$ EAST, PERPENDICULAR TO COURSE NO. 10, A DISTANCE OF 20.95 FEET TO THE POINT OF BEGINNING.

ALL ABOVE COURSE NUMBERS ARE REFERENCED ON THE ATTACHED EXHIBIT "B," EXHIBIT MAP, MADE A PART HEREOF.

THE CENTERLINE OF AMERICAN AVENUE, SHOWN AS NORTH 43°26'15" WEST ON TRACT NO. 33746 FILED IN BOOK 1056 PAGES 91 THROUGH 96, INCLUSIVE, OF MAPS, RECORDS OF SAID COUNTY IS THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION.



LORIN JAMES JORDAN, PLS
SENIOR ENGINEER-LAND SURVEYOR
CITY OF SANTA CLARITA
DATED MAY 23, 2011

EXHIBIT "C"
TO PURCHASE AND SALE AGREEMENT

NEWHALL LIBRARY LEGAL DESCRIPTION

Lots 1, 2, 23, and 24, Block 20, Town of Newhall, per map recorded in Book 53, Pages 21 and 22 of Miscellaneous Records, in the office of the County Recorder, County of Los Angeles, California, plus intervening vacated alley.

EXHIBIT "D"

TO PURCHASE AND SALE AGREEMENT



TOM FINDALL
Director

County of Los Angeles INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue
Los Angeles, California 90063

"To enrich lives through effective and caring service"

Telephone: (323) 267-2225
FAX: (323) 260-5256

April 26, 2011

To: Christopher Montana, Manager
Chief Executive Office – Real Estate Division

From: Cesar Menchaca, Section Manager *PM*
Production Management

Subject: **EXTERIOR LIGHTING AND IRRIGATION
ESTIMATE # 1056-11**

This letter is in response to your estimate request on April 20, 2011, to separate the exterior lighting and irrigation system, at Valencia Library, 23743 West Valencia Boulevard, Santa Clarita, CA. This estimate and scope of work is based on a site visit with ISD employees Alan Scoggins, Electrician, Richard Lugo, Plumbing Craft Head, John Yee and Jon Cornelius, our Estimators, on April 21, 2011.

Scope of Work:

Canopy Lighting:

- Provide labor, materials to demo the existing canopy lighting feed from panel ILC circuits # 26, 28 and 30.
- Provide labor and materials to re-feed existing canopy lights from Building A panel IPA with 3 new circuits.
- Provide labor and equipment to core 1, 1-1/8 inch hole through the block to run 3/4 inch conduit outside of the building.
- Provide labor and material to open the concealed spline ceiling to run 3/4 inch EMT conduit through the ceiling then close the ceiling after the conduit has been ran.
- Provide labor and materials to run 3/4 inch conduit from panel IPA through the ceiling to the exterior of the building on the north side.
- Provide labor and equipment to trench along the side of the building to the closet column where the existing canopy lights are installed.
- Provide labor, material to remove, replace concrete and tile in front of the column to run conduit up the side of column.

Christopher Montana
April 26, 2011
Page 2 of 4

- Provide labor, material to run ¾ inch conduit up the column and across the beam to the other side of the canopy picking up existing J-box where the canopy lights are fed.
- Provide labor and material to pull # 12 AWG THHN stranded wire to re-feed the canopy lights.
- Provide labor and material to install 1 astronomical time clock to control the canopy lights.

Canopy Lighting Estimated Cost: \$ 13,450

Parking Lot Lights:

- Provide labor and materials to install 1 inch EMT conduit from panel EC in the library through the ceiling to the East side of the building.
- Provide labor and equipment to core 1, 1-½ inch hole through the block to run 1" conduit to the outside of the building.
- Provide labor and equipment to excavate a trench from the east side of the building to the first parking lot light pole.
- Provide labor and material to install 1 inch of schedule 40 PVC conduit from the east side of the building in the trench to the first light pole.
- Provide labor to find existing conduit feed for the light poles, break the conduit and safe off the existing in concrete pull box.
- Provide labor and material to install a concrete pull box in the grass area to re-feed 3 parking lot lights.
- Provide labor and material to pull new #10 AWG THHN stranded wire to re-feed 3 parking lot lights for the library.
- Provide labor and material to install 1 astronomical time clock in the library to control 3 existing parking lot lights.

Parking Lot Lights Estimated Cost: \$ 12,800

Christopher Montana
April 26, 2011
Page 3 of 4

Clarifications:

- This estimate is based on all work being conducted after 5:00 PM or on weekends as not to interfere with normal business operations and for public safety.
- Asbestos air monitoring and abatement charges have been included in this estimate.
- All work to be in accordance with state and local building codes.
- All electrical installations must conform to the National Electric Code and installed in a workmanlike manner.
- All work to be performed to ISD Electrical Safety Procedures.
- Wear protective clothing, equipment and use insulated tools when working where possible electrical hazards exist.

Christopher Montana
April 26, 2011
Page 4 of 4

- Work electrical equipment and conductors de-energized unless de-energizing introduces additional or increased hazards or is unfeasible due to equipment design or operational limitations.
- Identify, label all J-boxes blank covers and circuits on the panel schedule.
- Use lockout/tag out and ground procedures before working on equipment where appropriate.
- Provide as built drawings and hand over to ISD at the close of the project.
- Each craft is responsible for their own clean up and disposal of debris from project site.
- Fire caulk all penetrations of the fire rated walls with 3M CP 25N/S No Sag Fire Barrier, or equivalent, to meet NFPA code requirements.

This estimate is good for the 10/11 Fiscal Year. Any change in scope or unforeseen conditions will require a cost revision. Please refer any future correspondence to **Estimate # 1056-11**.

The following is offered for budgetary purposes only. In the event that unforeseen conditions arise or there is a change in the scope of work the original estimated total will have to be adjusted accordingly.

Please send written correspondence or your funded service request to fax number (323) 260-5256.

If you have any questions, please feel free to contact me or Jon Cornelius at (323) 267-2718.

CM:jc

c: BIS File # 4184
LACO # 5541
Tim Braden
Richard Lugo
Jon Cornelius

EXHIBIT "E"
TO PURCHASE AND SALE AGREEMENT

Santa Clarita Library
23743 West Valencia Blvd.
Santa Clarita, CA 91355

JOINT OCCUPANCY AGREEMENT

BETWEEN

THE CITY OF SANTA CLARITA

AND

THE COUNTY OF LOS ANGELES

FOR THE SANTA CLARITA VALENCIA LIBRARY

JOINT OCCUPANCY AGREEMENT

1. PURPOSE

The City of Santa Clarita (the "**City**") and the County of Los Angeles, a body corporate and politic (the "**County**"), have entered into this Joint Occupancy Agreement ("**JOA**") as of _____, 2011 (the "**Effective Date**"), in order to set forth the terms and conditions for the Parties' shared possession, occupancy, and use of the Real Property.

2. DEFINITIONS

"**Central Plant**" means the central plant located within the building known as the Sheriff's Maintenance Garage and Power Plant, that provides hot and chilled water for heating and cooling, as well as domestic hot water, to the Courthouse, the Administrative Center, the Santa Clarita Valley Sheriff's Station, and the Valencia Library.

"**Central Plant Utilities**" means hot and chilled water for heating and cooling and domestic hot water provided by the County through the Central Plant. For purposes of clarification Utilities, as defined below, is intended to be a collective term for all utilities provided or caused to be provided to the Civic Center by the County, including the Central Plant Utilities, but excluding telecommunications services.

"**City Access and Landscape Easement Area**" means that certain City-owned non-exclusive easement over County-owned property in the Civic Center, as shown on Attachment 1.

"**City Designated Representative**" means the individual designated as such in section 9 of this JOA.

"**City Parking Lot**" means the City-owned surface parking lot containing approximately 14,495 square feet of parking area on the Real Property, as shown on Attachment 1.

"**City Parking Share**" means 34%, representing the City's agreed-upon share of the maintenance and repair costs for the Shared Parking Area.

"**City Parties**" means the City and its elected officials, officers, employees, and agents.

"**City Utilities Share**" means 23%, representing the City's share of the cost of Utilities based upon square footage allocation amongst the following Civic Center buildings: Administrative Center (22,136 sq. ft), Santa Clarita Valencia Courthouse (26,773 sq. ft), Valencia Library (24,144 sq. ft), Central Plant (6,448 sq. ft), and the Santa Clarita Valley Sheriff's Station (25,594 sq. ft).

"Civic Center" means that real property containing the following public facilities owned and/or operated by the State of California, County of Los Angeles and City of Santa Clarita: Health Services also known as the Northeast Valley Health Corporation-LAC Valencia Health Center located at 23763 Valencia Blvd., Valencia, CA 91355, the Public Library located at 23743 Valencia Blvd., Valencia, CA 91355, the Public Library North Regional Office located at 23710 Magic Mountain Parkway, Valencia, CA 91355, Public Works Building and Safety located at 23757 Valencia Blvd., Valencia, CA 91355, Probation Department located at 23759 Valencia Blvd., Valencia, CA 91355, Sheriff's Department Station located at 23740 Magic Mountain Parkway Valencia, CA 91355, and the Superior Courthouse located at 23747 Valencia Blvd., Valencia, CA 91355.

"County Designated Representative" means the individual designated as such in section 9 of this JOA.

"County Parking Lot" means the County-owned surface parking lot containing approximately 27,482 square feet of parking area on the Real Property, as shown on Attachment 1.

"County Parking Share" means 66%, representing the County's agreed-upon share of the maintenance and repair costs for the Shared Parking Area.

"County Parties" means the County and its special districts, elected officials, officers, employees, and agents.

"Effective Date" means the date of close of escrow for the conveyance of the Valencia Library from the County to the City.

"Equipment Permits" means all governmental permits, certificates, and approvals required for the lawful operation of any of the Building Equipment.

"Hazardous Substance" means any hazardous or toxic material, substance, or waste that is regulated or governed by any Law.

"JOA" means this Joint Occupancy Agreement.

"Law" means federal, State and local codes, ordinances, laws, regulations, and judicial and administrative orders and directives, to the extent binding on the County and the City or the Real Property, and issued by a court or governmental entity with jurisdiction over the County and the City or the Real Property.

"Liability Claim" means any demand, complaint, cause of action, or claim alleging (1) bodily injury to or death of a Third Party (excluding any employees of the City or County Parties acting within the scope of their employment as such) in, on, or about the Real Property, or (2) damage to or destruction of personal property of a Third Party (other than personal property of a County Party or a City Party) in, on, or about the Real Property.

“Major Defect” means any Defect: (i) that cannot, with reasonable diligence, be corrected within ten days, or (ii) as to which the estimated cost to correct is reasonably expected to exceed \$10,000.

“Operation” means the administration, management, maintenance, and repair of designated areas of the Real Property.

“Party” means either the City or the County, and **“Parties”** means the City and the County.

“Property Claim” means any claim or demand submitted by a Party under its Property Insurance Policy arising from, or related to, the physical loss or damage to the Real Property.

“Property Insurance Costs” means those premiums required to provide or maintain any Property Insurance Policies obtained by a Party.

“Property Insurance Policies” means any policies of property insurance, self-insurance, or other forms of coverage obtained by a Party to insure against Property Losses.

“Property Loss” means any physical loss or damage to, or destruction of, the Real Property that arises from a cause other than the gross negligence or willful misconduct of a County Party or a City Party.

“Real Property” means the approximately 2.74 acres of land upon which the Valencia Library, the City Access and Landscape Easement Area, the Shared Parking Area and certain related improvements are located, all as shown on Attachment 1.

“Shared Parking Area” means, together, the City Parking and the County Parking, and associated walkways, driveways, points of ingress and egress, access aisles, medians, landscaping, and other related improvements.

“Term” means the term of this JOA, which commences on the Effective Date and continues indefinitely until the Parties enter into a Termination Agreement.

“Termination Agreement” means the document titled Termination of Joint Occupancy Agreement in the form and content similar to Attachment “2” to this JOA.

“Transfer Date” means the date on which the Valencia Library is conveyed to the City by the County.

"Utilities" means all of the utilities provided or caused to be provided by the County to the Civic Center, including the Central Plant Utilities, but excluding telecommunications services. "Utilities" includes all services related to the provision of Utilities including, but not limited to, repair, maintenance and replacement of all infrastructure and systems, above and below ground, for the conveyance of Utilities to and through the Civic Center.

"Valencia Library" means the City-owned building commonly known as the Santa Clarita Valencia Library, located at 23743 West Valencia Boulevard, Santa Clarita, California 91355.

3. REAL PROPERTY OPERATIONS

3.1 City Responsibility. During the Term, the City shall be responsible, at its sole cost and expense, for the Operation of the Valencia Library and the City Access and Landscape Easement Area, excluding the existing overhead improvements (the colonnade). The County shall have no responsibilities with respect to either the Valencia Library or the City Access and Landscape Easement Area, except with respect to the provision of Utilities as expressly set forth in this JOA.

3.2 Utilities. The County shall maintain all Utilities accounts in its name and cause all Utilities to be provided to the Real Property. City shall pay to County City's Utilities Share of the actual costs of the Utilities during the Term of this JOA.

3.2.1 City's Right to Install New Utility Lines and Utilities Meters. Notwithstanding section 3.2, above, during the Term, the City shall have the right to install new utility lines and utility meters and/or disconnect from any Utilities, at the City's sole expense, and pay County any one time or capital costs it may incur as a result of the utility line installation and to separate the metering of utilities to serve the Valencia Library or to disconnect from any Utilities. Should the City install new utility lines and meters, City shall thereafter be responsible to maintain those utilities accounts for the Valencia Library in its name and County shall have no further responsibility to maintain those utilities accounts on behalf of City and City shall be under no further obligation to pay City's Utilities Share of any Utilities that are no longer utilized by City after any such separation.

3.2.2 Accounting for Separately Metered Utilities. The City shall maintain an accounting system, supporting fiscal records and agreements related to any separately metered utilities that are the responsibility of the City pursuant to this JOA, adequate to ensure that all claims and disputes arising under this JOA can be resolved in accordance with the requirements of this JOA, for the period of five years.

3.3 Parking. The County shall be responsible for the maintenance and repair of the Shared Parking Area. Either Party, and their Contractors, invitees, licensees, and patrons may use the County Parking and the City Parking on a first come, first served basis, provided, however, that City agrees to use reasonable efforts to keep its employee's or City's vehicles out of the County Parking and County agrees to use reasonable efforts to keep its employee's or County's vehicles out of the City Parking areas. Each Party shall maintain their Parking Areas as undesignated parking spaces. During the Term, the City shall pay to County the City Parking Share of the actual costs of Operation of the Shared Parking Area and the County shall be responsible for the County Parking Share of the actual costs of Operation of the Shared Parking Area.

3.4 Future Amendment to Joint Occupancy Agreement. The Parties may amend this JOA to adjust the City and County Parking Shares if the City develops additional surface parking on its fee-owned property at some future time upon the condition that City makes said additional parking available for unrestricted public parking. The County's Chief Executive Officer and the City's City Manager, or his designee, are authorized to execute any amendment entered into pursuant to this provision. County shall be under no obligation pursuant to this JOA to undertake the Operation of any parking area on the Real Property that is not unrestricted public parking.

3.5 Cooperation. The Parties shall cooperate with one another, reasonably and in good faith, to ensure that each Party can peacefully enjoy, possess, use, and occupy its respective real property interest. The County shall cooperate in good faith with the City, and ensure that the City can exercise its rights and responsibilities under this JOA. Subject to any reasonable rules and restrictions, each Party shall allow the other Party to enter the Real Property for any reasonable purpose related to the terms of this JOA.

3.6 Telecommunication Services. As of the Effective Date, telecommunication services, including telephone, voicemail, computer networking, and wireless communications serving the Valencia Library, will be provided by the City at its sole cost and expense and County shall not have any responsibility for providing these services.

3.7 Invoicing; Payment. On a monthly basis, the County shall determine the actual costs and expenses incurred by the County in connection with the provision of Utilities to the Real Property (including Central Plant Utilities) and Operation of the Shared Parking Area. The County shall then invoice the City for the City's Utilities Share of the actual costs of Utilities and the City's Parking Share of the actual costs of Operation of the Shared Parking Area. The County shall include in each invoice the standard charge for County Overhead as adjusted from time to time. City shall pay each monthly invoice within 14 days of receipt.

3.8 Hazardous Substances. Neither Party shall store, use, treat, manufacture, or sell, or allow any other person to store, use, treat, manufacture, or sell, any Hazardous Substance on the Real Property except in compliance with the Law.

4. PROPERTY LOSSES; INSURANCE

4.1 Compliance with Requirements of Property Insurance Policies. If a Party obtains any Property Insurance Policies (the "**Insuring Party**"), the non-Insuring Party shall comply in all material respects with the reasonable requirements for use of the Real Property set forth in such Property Insurance Policies; provided that (i) the Insuring Party has provided reasonable notice of such requirements to the non-Insuring Party, and (ii) such requirements are consistent with, and do not materially limit, the non-Insuring Party's use of the Real Property.

4.2 Allocation of Risk for Property Claims. Each Party shall be solely responsible for, and bear all of the risk arising from, Property Losses in the following manner:

4.2.1 Areas For Which City is Solely Responsible. For a Property Loss that originates in, on or under the Valencia Library, the City Access and Landscape Easement Area or any other part of the Real Property owned by City, excepting therefrom the City-owned portion of Shared Parking Area, the City shall be solely responsible for, and shall pay all costs arising from, any such Property Loss.

4.2.2 Areas for Which County is Solely Responsible. For a Property Loss that originates in, on or under any part of the Real Property owned by County, excepting therefrom the County-owned portion of the Shared Parking Area and the City Access and Landscape Easement Area, the County shall be solely responsible for, and shall pay all costs arising from, any such Property Loss.

4.2.3 Shared Parking Area. For a Property Loss that originates in, on or under the Shared Parking Area, the Parties shall be jointly responsible for all Property Losses that affect the Shared Parking Area in accordance with their applicable Parking Shares.

4.3 Reporting and Processing Claims.

4.3.1 Party Responsible for Claims. If either Party receives any demand, complaint, notice, document, or information alleging the existence or occurrence of any incident, event, circumstance, or occurrence in, on, or about the Real Property (“**Incident**”) that is or could result in any Property Loss, Property Claim, or Liability Claim (each, a “**Claim**”, and together, “**Claims**”), or if a Party otherwise becomes aware that an Incident has occurred, that Party shall make best efforts to promptly notify the other Party of that Incident. Following that notice, the Parties shall work together, diligently and in good faith, to determine which of them bears responsibility for the loss or injury alleged and whether either Party is entitled to indemnification by the other in respect of the Incident under sections 5.1 or 5.2 of this JOA. If the Parties are not able to so agree, then they shall proceed as set forth in section 7 of this JOA.

4.3.2 Incident Reports. Each Party shall maintain copies of any Incident reports that it prepares for a period of five years, and at the request of the other Party, shall provide the other Party with a complete copy of, or reasonable access to, those Incident reports.

4.4 Third-Party Contractor Insurance. Each Party must require each of its Contractors to (i) obtain and maintain insurance of the type and with coverage amounts that are usual and customary to the type of business or exposures related to the work being performed on the Real Property, (ii) name both Parties as additional insureds by specific endorsement to their general liability policies, (iii) provide a waiver of subrogation in favor of both Parties with respect to all property insurance policies, and (iv) provide to the Parties a 30-day notice of cancellation or material change in any insurance coverage required hereunder. Unless the Parties otherwise agree, all Contractors must indemnify, defend, and hold harmless the County Parties and the City Parties from and against all claims, demands, liabilities, damages, attorney fees, costs, expenses, and losses arising from the performance by the Contractors under their contracts, and neither Party waives any right of recovery or subrogation against the other in respect of their contractual arrangements with the Contractors.

4.5 Workers’ Compensation Coverage. Each Party shall maintain its own workers’ compensation insurance covering its own employees, and neither Party shall have any liability or responsibility for any claims which could be covered by workers’ compensation for employees of the other Party.

4.6 Self-Insurance. Each Party at its sole discretion may meet its insurance obligations with a program of self –insurance.

5. INDEMNIFICATION

5.1 Indemnification Obligation of City. The City shall indemnify, defend, and hold harmless the County Parties, with counsel reasonably acceptable to the County, from and against all liability, damages, attorney fees, costs, expenses, or losses (referred to in this section 5 as "**Indemnified Loss**") arising from (i) the willful misconduct or negligence of any of the City Parties, (ii) Liability Claims where and to the extent that the Liability Claims result from the willful misconduct or negligence of any of the City Parties, and (iii) any personal injury or Third Party property damage arising from any activities conducted on the Real Property pursuant to this JOA by or at the request of the City.

5.2 Indemnification Obligation of County. The County shall indemnify, defend, and hold harmless the City, with counsel reasonably acceptable to the City, from and against all Indemnified Loss arising from (i) the willful misconduct or negligence of any of the County Parties, (ii) Liability Claims where and to the extent that the Liability Claims result from the willful misconduct or negligence of any of the County Parties, and (iii) any personal injury or Third Party property damage arising from any activities conducted on the Real Property pursuant to this JOA by or at the request of the County.

5.3 Indemnified Party's Participation. The indemnifying Party must manage and be entirely responsible to handle and resolve all Claims for which it is responsible under sections 5.1 or 5.2, as applicable (the "**Indemnified Claims**"). The indemnified Party may elect, but is not required, to retain its own attorney, at the indemnified Party's sole expense, to participate in the litigation, settlement negotiations, or other dispute resolution procedures for any Indemnified Claim as to which it is the indemnified Party. If the indemnified Party elects to retain its own attorney to participate in the litigation, settlement negotiations, or other dispute resolution procedures for an Indemnified Claim, the indemnifying Party shall cooperate with the indemnified Party, and the attorney retained by the indemnified Party, and the indemnified Party and its attorney shall cooperate with the indemnifying Party.

5.4 Effect of Indemnification Rights. The rights of a Party to be indemnified under this JOA cannot be deemed or construed to limit or diminish the obligation of the indemnified Party to perform its duties at Law or under any agreement between the County Parties and the City Parties. The indemnifying Party shall have no right of set-off in respect of payment of any Indemnified Loss to the indemnified Party under this JOA.

6. DEFAULT NOTICE AND CURE

Upon the occurrence of a breach or default by the City or the County of any provision of this JOA, the non-defaulting Party shall provide written notice to the defaulting Party of the breach or default ("**Default Notice**"). Upon receipt of the Default Notice, the defaulting Party shall have 30 calendar days to cure the breach or default described in the Default Notice and to provide evidence of that cure to the non-defaulting Party. If the breach or default is not capable of cure within the 30 calendar

day period, then no breach or default can be deemed to have occurred so long as the defaulting Party promptly begins and diligently and continuously performs the cure to completion within a reasonable time period, not to exceed 90 calendar days from commencement of the cure ("**Cure Period**"). If the defaulting Party does not provide evidence of the cure to the non-defaulting Party within the Cure Period, then the defaulting Party will be deemed to have committed an "**Event of Default**," and the non-defaulting Party will have the right, but not the obligation, to pursue its rights with respect to resolution of disputes under of this JOA. The Parties may mutually agree to commence the dispute resolution procedures of this JOA before the end of the Cure Period.

7. DISPUTE RESOLUTION

In the event of a dispute between the Parties relating to performance of the Parties' obligations under this JOA, the Parties shall, before exercising any other right or remedy for resolution of the dispute, meet and confer to attempt to resolve the dispute through unassisted negotiation. Each of the Parties shall be represented in any such negotiating session by a representative who is familiar with the facts of the dispute, and who has authority to negotiate on behalf of, and to effectively recommend settlement to, the Party that he or she represents.

8. NOTICES

Any notice or communication required to be sent to a Party pursuant to this JOA related, or delivered pursuant, to this JOA, must be sent in writing by personal delivery (including overnight courier service), certified U.S. mail, postage pre-paid and with return receipt requested, or facsimile transmission, sent during regular business hours of the recipient, to the Parties at their addresses or fax numbers indicated in this section below, and to the Parties' Designated Representatives pursuant to section of this JOA. Routine exchange of information may be conducted via telephone, facsimile, or electronic means, including e-mail. All other notices or communications, including notices related to estimates, invoices, Emergencies, Defects, Correction Plans, and audits, shall be delivered to the Parties' Designated Representatives pursuant to section of this JOA.

In addition, all audit requests and notices by the County relating to termination of this JOA or an alleged breach or default by the City of this JOA must also be sent to:

If to the County:

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

If to the City:

Joe Montes, City Attorney
City of Santa Clarita
23920 Valencia Boulevard
Santa Clarita, CA 91355

A Party may change its address for notice under this JOA by giving written notice to the other Party in the manner provided in this section. Any notice or communication sent under this section will be deemed to have been duly given as follows: (1) if by personal delivery, on the date actually received by the addressee or its representative at the address provided above, or (2) if sent by certified U.S. mail, return receipt requested, on the first business day that is at least three calendar days after the date deposited in the U.S. Mail, or (3) if sent by facsimile transmission, upon electronic confirmation of good receipt by the receiving facsimile machine except that facsimile notice received after normal business hours of the recipient will be deemed received at 9:00 a.m. on the first business day after the date on which the facsimile notice was confirmed electronically.

9. DESIGNATED REPRESENTATIVES

The Parties shall each identify and appoint an individual who shall have authority to bind it to all matters and approvals related to Operations undertaken with respect to the Real Property under this JOA. Each Party may change its Designated Representative by written notice to the other. Each Party hereby acknowledges and agrees that its Designated Representatives shall bear primary responsibility for the giving and receipt of notices, and for the coordination of its administrative obligations, under this JOA, but neither Party's Designated Representative has any authority to alter, amend, or modify the rights or obligations of such Party under this JOA. The contact information for the initial City Designated Representative is:

Darren Hernandez
Deputy City Manager
City of Santa Clarita
23920 Valencia Boulevard, Suite 300
Santa Clarita, CA 91355

With a copy to:

Joe Montes, City Attorney
City of Santa Clarita
23920 Valencia Boulevard
Santa Clarita, CA 91355

The contact information for the initial County Designated Representative is:

Tim Braden, General Manager
Facilities Operations Service
Internal Services Department
1100 N. Eastern Avenue
Los Angeles, CA 90063
Phone: 323-267-2107
Fax: 323-881-0290
Email: tbraden@isd.lacounty.gov

10. MISCELLANEOUS

10.1 Amendment. This JOA may be amended only by written agreement signed by both of the Parties, except as provided in section 3.4.

10.2 Waivers. No waiver of any provision of this JOA will be valid unless it is in writing and signed by the Party making such waiver. Waiver by either Party at any time of any breach of this JOA cannot be deemed a waiver of or consent to a breach of any other provision of this JOA or consent to any subsequent breach of the same or another provision of this JOA. If a Party's action requires the consent or approval of the other Party, that consent or approval on any one occasion cannot be deemed a consent to or approval of that action on any subsequent occasion or a consent or approval of any other action.

10.3 Force Majeure. Neither Party is responsible for performance in accordance with the terms of this JOA to the extent performance is prevented, hindered, or delayed by fire, flood, earthquake, elements of nature, acts of God, acts of war (declared and undeclared), riots, rebellions, revolutions, or terrorism, whether foreseeable or unforeseeable; provided that the Party invoking this provision gives written notice of same to the other Party within thirty (30) days of the commencement of the force majeure event.

10.4 Assignment. Neither Party may assign this JOA in whole or in part, whether by operation of law or otherwise, to any other entity, agency, or person without the prior written consent of the other Party. Even if that consent is given, any assignment made in contravention of any Law will be void and of no effect.

10.5 Binding Effect. This JOA binds the Parties and their permitted successors and assigns.

10.6 Construction. The headings used in this JOA are for convenience only and will not affect the meaning or interpretation of this JOA. The words "hereof," "herein," and "hereunder," and other words of similar import, refer to this JOA as a whole and not to any subdivision of this JOA. The word "or" when used in this JOA is inclusive and can mean both. This JOA will not be construed against either Party as the principal draftsman. The words "include" and "including" when used are not exclusive and mean "include, but are not limited to" and "including but not limited to," respectively.

10.7 Integration. This JOA contains the entire agreement of the Parties with respect to the subject matter of this JOA, and supersedes all previous communications, representations, understandings, and agreements, whether verbal, written, express, or implied, between the Parties.

10.8 Incorporation By Reference. The Attachments attached to this JOA are all incorporated into and made a part of this JOA for all purposes, and all references to this JOA in any of the Attachments will be deemed to include the entirety of this JOA.

10.9 Severability. If any term of this JOA is inconsistent with applicable Law, then on the request of either Party, the Parties shall promptly meet and confer to determine how to amend the inconsistent term in a manner consistent with Law, but all parts of this JOA not affected by the inconsistency will remain in full force and effect.

10.10 Further Assurances. The Parties agree to cooperate reasonably and in good faith with one another to implement the terms and provisions set forth in this JOA.

10.11 Signature Authority. The City and the County each certify that the individual signing this JOA on its behalf is duly authorized and empowered to do so.

10.12 Independent Contractors. The relationship of the Parties to each other hereunder will be that of independent contractors, and nothing herein shall be construed to create a partnership, joint venture, employer-employee, or agency relationship between or among any of the County Parties or the City Parties.

10.13 Termination of JOA. If the Parties agree to terminate this JOA as authorized by this JOA, the Parties shall enter into a Termination Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties enter into this JOA as of the date first written above.

CITY OF SANTA CLARITA

COUNTY OF LOS ANGELES, a body corporate and politic

By: 
KEN PULSKAMP
City Manager

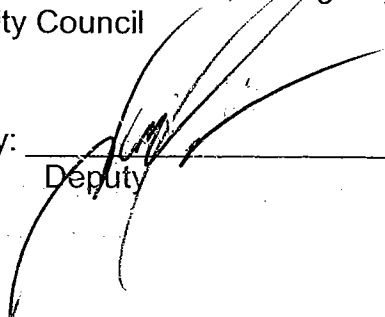
By: _____
MICHAEL D. ANTONOVICH
Mayor, County of Los Angeles

ATTEST:

KEVIN TONOIAN, Acting City Clerk
City Council

ATTEST:


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

By: 
Deputy

By: _____
Deputy

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: 
JOE MONTES
City Attorney

ADREA SHERIDAN ORDIN
County Counsel

By _____
Principal Deputy County Counsel

LIST OF ATTACHMENTS

- Attachment "1" Aerial Photo Depicting City Parking and County Parking Locations
- Attachment "2" Form of Termination of Joint Occupancy Agreement

Attachment #1 to Joint Occupancy Agreement

0.63 acres
27,482 sq. ft.
County-owned
Shared Parking

0.34 acres
14,495 sq. ft.
City-owned
Shared Parking

District 5

0.15 acres
6,528 sq.ft.
City's Access and
Landscape Easement

1.63 acres
70,927 sq. ft.
Valencia Library

Santa Clarita

Proposed Easement Parcel

DATE 5/26/11
SUP. DISTRICT 5

Valencia Library

ATTACHMENT "2" TO JOA

FORM OF TERMINATION OF JOINT OCCUPANCY AGREEMENT

This Termination of Joint Occupancy Agreement ("**Termination**") is made and entered into this _____ day of _____, 20____, by and between the City of Santa Clarita ("**City**"), and the County of Los Angeles ("**County**"). The City and the County each constitute a "**Party**" and collectively constitute the "**Parties**" to this Termination.

RECITALS

A. On _____, 2011, the County and the City entered into a Purchase and Sale Agreement for the Sale of the Santa Clarita Valencia Library, which has a street address of 23747 West Valencia Boulevard, Santa Clarita, California 91355 (together, along with appurtenant parking, and as more completely described in the Purchase and Sale Agreement, the "**Real Property**"), with a legal description set forth on Exhibit "A".

B. Under the Purchase and Sale Agreement, the City and the County also entered into a Joint Occupancy Agreement (the "**JOA**"), dated concurrently with the Purchase and Sale Agreement, setting forth the Parties' respective rights and obligations with respect to the shared operation and use of the Real Property.

C. The County and the City now desire to terminate the JOA.

NOW, THEREFORE, County and City do hereby agree that the JOA is terminated, and is no longer of any force or effect.

IN WITNESS WHEREOF, this Termination has been executed as of the day and year first above written.

APPROVED AS TO FORM:

CITY OF SANTA CLARITA

By: _____

Name:

Title: City Attorney

By: _____

Name:

Title: City Manager

ATTEST:

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

**COUNTY OF LOS ANGELES, a body
corporate and politic**

By: _____

Deputy

By: _____

Chair, Board of Supervisors

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By: _____

Principal Deputy County Counsel

EXHIBIT "F"

TO PURCHASE AND SALE AGREEMENT

Valencia Library Furniture, Fixtures and Equipment

ITEM # *	LOCATION	DESCRIPTION	QUANTITY
Items to be acquired by the City of Santa Clarita from the County of Los Angeles:			
	Exterior	Exterior book drop - book	1
	Exterior	Exterior book drop - media	1
3	Microfilm area	Blueprint metal cabinet 15 drawer 35"X47"X52"	1
4	Microfilm area	File cabinets fake wood grain metal 4 drawer	2
9	Hallway	Employee lockers 18"X72" with combination locks	12
10	Youth services	Desks, wood double pedestal, 6 drawer 60"x34"	2
12	Youth services	Bookcase 3 wood panel uprights, metal shelves 82"X12"	2
14	Reference librarian	Desks, wood double pedestal, 6 drawer 60"x34"	2
19	AV librarian	Desks, wood double pedestal, 6 drawer 60"x34"	2
23	Community librarian	Desks, wood double pedestal, 6 drawer 60"x34"	1
24	Community librarian	File cabinet McDowell Craig, 4 drawer with lock	1
26	Staff workroom	Desks, wood double pedestal, 6 drawer 60"x34"	5
43	Staff workroom	Safe, Fireking 10 key combination 18.5"X22.5"X19.5"	1
47	Telephone equipment room	Telephone system, punch blocks and inside wiring	1
48	Telephone equipment room	Network system, horizontal & vertical racks, patch panels	1
49	Throughout	Network data cabling throughout building	1
52	Ladies storage	Bookcases wood single sided 36"X82"X10"	5
62	Storage area	Bookcases metal single sided 36"X90"X10" pea green	30
63	Meeting room	Storage shelves, 12 compartment, painted built-in	1
64	Meeting room	Folding tables with metal legs and 8' plastic top	9
73	Meeting room	Bookcases single sided wood 84"X36"X18"D shelves	2
74	Meeting room	Chairs stacking vinyl red	30
75	Meeting room	Chairs molded plastic with metal frame, stacking	63
76	Meeting room	Dolly for chairs	3
83	Breakroom	Chairs stacking, vinyl blue with metal frame	8
96	Breakroom	TV cart with Zenith 32"TV, Panasonic 21" TV, Panasonic PV-VA/520 VCR and DVD player	1
99	Hallway	Part of the hallway lot - (2) 3'X5' bulletin boards	1
100	Adult area	Bookcases wood birch, 6 adjustable shelves	4
101	Entrance	Bookcases 1-group of six sections, 1-group of two sections and 1-group of three sections 79"H	11
102	Adult area	Bookcases double sided wood 81"H with metal shelves	189
103	Adult area	Bookcases matching above single sided	38
104	Adult area	Book towers 4 rotor 5 tier wood frame, metal shelves	5
105	Adult area	Book tower 6 rotor 6 tier	1
107	Adult area	Bookcases double sided laminate, angled media 54"Hx49"Lx32"W	13
108	Adult area	Bookcases metal gray 66" Hx36"Wx12"D	10
109	Adult area	Bookcases metal white 78"Hx36"Wx14"D	8
110	Adult area	Bookcases wood 30"H one adjustable shelf	4
111	Adult area	Bookcases wood 42"H with two adjustable shelves	6
112	Adult area	Bookcase wood display stand 8.5"Hx24"Lx10.5"D	2
113	Adult area	Media racks 3 pull out drawers 42"Hx38"Wx20"D	6

Valencia Library Furniture, Fixtures and Equipment

ITEM # *	LOCATION	DESCRIPTION	QUANTITY
114	Adult area	Media racks 3 pull out drawers 38"Hx40"Wx20"D	1
122	Children's area	Slat wall 54"H X 108"L with plexi display rack containers Bookcases double sided wood, slat shelving	1
123	Children's area	54"Hx50"Wx24"D	3
124	Children's area	Bookcases double sided wood, metal shelves 60"H	80
125	Children's area	Bookcases single sided wood, metal shelves 60"H	52
126	Children's area	Bookcases double sided wood, metal shelves 42"H Bookcases double sided wood, slatboard ends	6
127	Children's area	60"Hx39"Wx33"D	1
129	Children's area	Rack circular 3 rotating levels, chrome, 57"H 20" round	1
130	Children's area	Book rack 4 rotating racks with 5 shelves 62"H 28" round	2
131	Children's area	Book rack 4 rotating racks with 5 shelves 62"H 28" round	1
134	Children's area	Bookcase laminate cubbies ABC/123 39"Hx20"Wx20"D	3
138	Throughout	Wood book carts	20
141	Service desk/children's area	Computer work stations Haworth modular 24X36	30
142	Service desk/children's area	Matching stations	7
147	Service desk/children's area	Work station oak, blue top 30"x36"x48"	1
149	Service desk/children's area	Table, presswood, laminate top black metal legs 69"X31"	1
150	Service desk/children's area	Tables wood and wood legs oak appearance 5'x3'	3
151	Service desk/children's area	Table oak with blue swirl 30"X60" 2 matching stools	2
152	Service desk/children's area	Tables oak round 42" turquoise 4 matching oak chairs Tables oak with blue swirl 60"X30" with 4 matching oak	2
153	Service desk/children's area	chairs Tables oak round 41" blue swirl with 4 matching oak	2
154	Service desk/children's area	chairs	3
155	Service desk/children's area	Tables oak round 30" with 4 matching oak chairs Chairs Haworth X99 X640-0000 NI-16 black with gray	2
157	Service desk/children's area	legs	20
158	Service desk/children's area	Chairs Haworth Very TM blue fabric gray legs Chairs Haworth Zody black back with arms and purple	6
159	Service desk/children's area	seat	5
162	Service desk/children's area	Modular circulation and reference desks	2
164	Service desk/children's area	Printer stations Haworth with 4 drawers	2
Various	Throughout	Metal book carts	45

Canyon Country Library Old Furniture, Fixtures and Equipment

ITEM # *	LOCATION	DESCRIPTION	QUANTITY
Items to be acquired by the City of Santa Clarita from the County of Los Angeles:			
1	Staff lounge	2-Bulletin boards, 2-trash cans, clock, planter and coat tree	1 lot
2	Staff lounge	Window covering and blackout shade	1
7	Staff lounge	Sofa and 4 lounge chairs	1
12	Main communications room	Phone system punch blocks and inside wiring	1 lot
13	Main communications room	Rack system, patch panels and inside wiring	1 lot
18	Throughout	Book carts 28 metal	1 lot
23	Staff workroom	File cabinets, 4 drawer, black, locking	2
24	Staff workroom	Chairs, task with arms, 11 chairs	1 lot
25	Staff workroom	Shelving, metal 36"X90"H pea green	14
27	Staff workroom	Safe, American Security with combination, 18"x25"x24"	1
30	Staff workroom	Tables, laminate top metal legs 36"X60"	5
32	Manager's office	Desk single pedestal 72"x36", right return, credenza	1
34	Manager's office	110"x20", bookcase 36"x29" and bookcase 36"x72"	1
34	Manager's office	Chair task	1
35	Manager's office	Chair task	1
36	Manager's office	White board and desk accessories	1 lot
37	Lobby	Chairs task	2
38	Lobby	Cash register	1
39	Lobby	Table 37"X25"	1
42	Adult room	2 fire extinguishers	1 lot
51	Kitchen	Clock, 2-coffee makers, extinguisher, trash can	1 lot
56	Large meeting room	3-step stools, 2-whiteboards, posters, 2-tables, walker	1 lot
57	Large meeting room	Waste cans	16
58	Large meeting room	Portable stereo system	1
62	Exterior	Exterior book drops	2

Items to be acquired by the County of Los Angeles from the City of Santa Clarita:

Entrance	3M Walk Through Security System, 2 Lane	1
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Canyon Country Library New Furniture, Fixtures and Equipment

ITEM #	LOCATION	DESCRIPTION	QUANTITY
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Items to be acquired by the City of Santa Clarita from the County of Los Angeles:

1	Book area	Shelving, assembly and installation	1 lot
2	Entry	Octagon display table, 29"H x 48" x 49"	1
3	Entry	Octagon riser shelf, 10"H x 24 1/4" x 24 1/4"	1
4	Public area	Public computer stations	22
5	Entry	Public counter modules	9
6	Children's area	Book bench, Big Cozy Books	2
7	Children's area	Tented book, Big Cozy Books	1
8	Children's area	Lightweight floor rocker	4
9	Children's area	Area rug, Wild About Books, 10'9" x 7'8" rectangle	1
10	Children's area	Magnetic color maze	2
11	Children's area	Magnetic alphabet maze	1
12	Children's area	Who's hiding in the garden?	1
13	Children's area	Who's hiding in the ocean?	1
14	Children's area	Color blocks activity mat	1
15	Children's area	Super Safe color blocks	2
16	Children's area	Color discovery boxes, 4 vinyl boxes and accessories	1
17	Children's area	Pretend and play hardwood kitchen	1
18	Children's area	Best buy kitchen playset, 60 pieces	1
19	Children's area	Best buy pots and pans, 17 pieces	1
20	Public Area	Leaf chairs	4
21	Public area	Designer arch back chairs	6
22	Group study room	Best-Rite deluxe magna-rite board	2
23	Group study room	Magnetic eraser cloth	2
24	Group study room	Expo dry erase kit	2
25	Entry	Stool, Alpha Stools, series 16, tall, model 164 PB	1
26	Entry	Humanscale keyboard model 5G90011RG	2

Newhall Library Furniture, Fixtures and Equipment

ITEM # * LOCATION	DESCRIPTION	QUANTITY
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Items to be acquired by the City of Santa Clarita from the County of Los Angeles:

REALTY

1i	Phone system punch blocks and inside wiring	1
3i	Rack system, patch panels and inside wiring	1
4i	Service desk, wood, 2-mobile book carts and 1-book return	1
6i	Bookshelves, wood 5-shelves 12.5'x84"Hx10"D	1

FURNITURES, FIXTURES & EQUIPMENT

1	Service desk	Printer station, Haworth, 66"x43"x32"	1
13	Exterior	Exterior book drop stainless	1
14	Exterior	Exterior book drop painted	1
26	Office	Bookshelf wood 6-adjustable shelves 36"x84"	1
37	Main	Bookcases wood single sided, 5 shelves 32"x84"	32
38	Main	Bookcases wood double sided, 5 shelves 32"x84"	21
39	Main	Bookcases wood double sided, 5 shelves 32"x84"	4
41	Main	Bookcases wood single sided 3 shelves 34"x61"	24
42	Main	Bookcases wood single sided 6 shelves 36"x84"	3
43	Main	Bookcases wood double sided 3 shelves 34"x60"	15
46	Children	Media shelving wood double sided 4-5 shelves 36"x60"	3
47	Children	Media shelving wood single sided 7 shelves 18"x60"	1
48	Children	Bookcases wood single sided 36.5"x34.5" orange top	11
49	Children	Bookcase wood single sided 2 shelves 29"x37"	1
50	Children	Bookcases wood 1 shelf 37"x35" green top	4
64	Children	Table wood with blue top 36"x60" and 4 wood chairs	1

EXHIBIT "G"

TO PURCHASE AND SALE AGREEMENT

Collections List

Data Files containing 286,276 item records and 261,385 title records

LINKS

http://dl.dropbox.com/u/15978016/scv_item_records.zip

<http://dl.dropbox.com/u/472044/scv1.mrc>

<http://dl.dropbox.com/u/472044/scv2.mrc>

<http://dl.dropbox.com/u/472044/scv3.mrc>

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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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

Assessor's Identification Number: 2861-009-900 (PORTION)

QUITCLAIM DEED

The **COUNTY OF LOS ANGELES**, a **body corporate and politic**, for valuable consideration receipt of which is hereby acknowledged, 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 as legally described in the attached Exhibit A and depicted in Exhibit B, both of which are incorporated herein 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.

Dated _____

COUNTY OF LOS ANGELES

COLA LOG NO. _____

By _____
Michael D. Antonovich
Mayor, County of Los Angeles

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

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

The undersigned hereby certifies that on this _____ day of _____, 2011, the facsimile signature of _____, Mayor, Los Angeles County was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

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

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

By _____

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

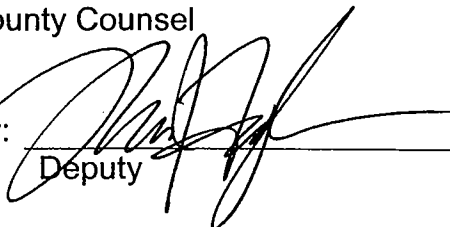
By:  _____
Deputy

EXHIBIT "A"
LEGAL DESCRIPTION

BEING A PORTION OF THE RANCHO SAN FRANCISCO IN THE CITY OF SANTA CLARITA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, PER MAP FILED IN BOOK 1 PAGES 521 AND 522 OF PATENTS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF VARIABLE WIDTH VALENCIA BOULEVARD WITH THE CENTERLINE OF 100.00-FOOT WIDE MAGIC MOUNTAIN PARKWAY;

1. THENCE SOUTH 17°36'35" WEST, ALONG THE CENTERLINE OF VALENCIA BOULEVARD, 176.47 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 1,300.00 FEET;
2. THENCE SOUTHWESTERLY ALONG SAID CURVE AND SAID CENTERLINE THROUGH A CENTRAL ANGLE OF 00°02'20" AND AN ARC LENGTH OF 0.88 FEET TO THE POINT OF BEGINNING, FROM SAID POINT A RADIAL LINE TO THE CENTER OF CURVE BEARS NORTH 72°21'05" WEST;
3. THENCE CONTINUING SOUTHWESTERLY ALONG SAID CURVE AND SAID CENTERLINE THROUGH A CENTRAL ANGLE OF 11°16'41" AND AN ARC LENGTH OF 255.89 FEET TO A POINT FROM WHICH A RADIAL LINE TO THE CENTER OF CURVE BEARS NORTH 61°04'24" WEST;
4. THENCE, LEAVING SAID CENTERLINE, NORTH 70°27'00" WEST 60.63 FEET TO A POINT IN THE NORTHWESTERLY RIGHT-OF-WAY OF SAID VALENCIA BOULEVARD;
5. THENCE CONTINUING NORTH 70°27'00" WEST, ALONG THE NORTHEASTERLY EDGE OF 10-FOOT WIDE CONCRETE WALKWAY, 76.63 FEET TO AN ANGLE POINT IN SAID WALKWAY;
6. THENCE NORTH 19°33'00" EAST, ALONG THE SOUTHEASTERLY EDGE OF SAID WALKWAY, 10.08 FEET TO AN ANGLE POINT IN SAID WALKWAY;
7. THENCE NORTH 70°27'00" WEST, ALONG THE NORTHEASTERLY EDGE OF SAID WALKWAY, 169.90 FEET TO AN ANGLE POINT IN SAID WALKWAY;
8. THENCE SOUTH 19°33'00" WEST, ALONG THE NORTHWESTERLY EDGE OF SAID WALKWAY, 9.97 FEET TO AN ANGLE POINT IN SAID WALKWAY;
9. THENCE NORTH 70°27'00" WEST, ALONG THE NORTHEASTERLY EDGE OF SAID WALKWAY, 30.61 FEET TO A POINT IN A LINE LYING 10.55 FEET NORTHWESTERLY OF, AT RIGHT ANGLES TO, AND PARALLEL WITH THE NORTHWESTERLY EXTERIOR WALL OF THE VALENCIA LIBRARY BUILDING AND THE SOUTHWESTERLY AND NORTHEASTERLY EXTENSIONS THEREOF;
10. THENCE NORTH 19°33'00" EAST, ALONG SAID PARALLEL LINE, 264.78 FEET TO A POINT IN THE SOUTHWESTERLY EDGE OF A 6-INCH WIDE CONCRETE CURB, SAID POINT ALSO BEING ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 9.50 FEET, FROM SAID POINT A RADIAL LINE TO THE CENTER OF CURVE BEARS SOUTH 55°31'43" WEST;
11. THENCE SOUTHEASTERLY ALONG SAID CURVE AND SAID SOUTHWESTERLY EDGE OF CURB THROUGH A CENTRAL ANGLE OF 24°00'15" AND AN ARC LENGTH OF 3.98 FEET;
12. THENCE ON A TANGENT BEARING SOUTH 10°28'02" EAST, ALONG SAID SOUTHWESTERLY EDGE OF CURB, 14.81 FEET TO AN ANGLE POINT IN SAID CURB;
13. THENCE SOUTH 70°23'43" EAST, ALONG SAID SOUTHWESTERLY EDGE OF CURB, 145.82 FEET TO AN ANGLE POINT IN SAID CURB;
14. THENCE NORTH 76°33'50" EAST, ALONG THE SOUTHEASTERLY EDGE OF SAID CURB, 9.56 FEET TO AN ANGLE POINT IN SAID CURB;
15. THENCE NORTH 10°24'22" WEST, ALONG THE NORTHEASTERLY EDGE OF SAID CURB, 6.92 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 8.00 FEET;
16. THENCE NORTHERLY ALONG SAID CURVE AND THE EASTERLY EDGE OF SAID CURB THROUGH A CENTRAL ANGLE OF 25°56'17" AND AN ARC LENGTH OF 3.62 FEET TO A POINT OF COMPOUND CURVATURE, SAID CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 2.50 FEET, FROM SAID POINT A RADIAL LINE TO THE CENTER OF CURVE BEARS SOUTH 74°28'05" EAST;

17. THENCE NORTHEASTERLY, EASTERLY, AND SOUTHEASTERLY ALONG SAID CURVE AND THE SOUTHEASTERLY, SOUTHERLY, AND SOUTHWESTERLY EDGE OF SAID CURB THROUGH A CENTRAL ANGLE OF 87°32'11" AND AN ARC LENGTH OF 3.82 FEET TO A POINT OF COMPOUND CURVATURE, SAID CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 15.00 FEET, FROM SAID POINT A RADIAL LINE TO THE CENTER OF CURVE BEARS SOUTH 13°04'06" WEST;
18. THENCE SOUTHEASTERLY ALONG SAID CURVE AND THE SOUTHWESTERLY EDGE OF SAID CURB THROUGH A CENTRAL ANGLE OF 20°45'16" AND AN ARC LENGTH OF 5.43 FEET TO A POINT OF COMPOUND CURVATURE, SAID CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 7.50 FEET, FROM SAID POINT A RADIAL LINE TO THE CENTER OF CURVE BEARS SOUTH 33°49'22" WEST;
19. THENCE SOUTHEASTERLY, SOUTHERLY, AND SOUTHWESTERLY ALONG SAID CURVE AND THE SOUTHWESTERLY, WESTERLY, AND NORTHWESTERLY EDGE OF SAID CURB THROUGH A CENTRAL ANGLE OF 74°22'02" AND AN ARC LENGTH OF 9.73 FEET;
20. THENCE ON A TANGENT BEARING SOUTH 18°11'24" WEST, ALONG THE NORTHWESTERLY EDGE OF SAID CURB, 9.85 FEET TO A POINT IN THE SOUTHEASTERLY EXTENSION OF COURSE NO. 13 ABOVE;
21. THENCE LEAVING SAID CURB SOUTH 70°23'43" EAST, ALONG SAID SOUTHEASTERLY EXTENSION, 43.67 FEET TO A POINT IN THE SOUTHEASTERLY EDGE OF A 6-INCH WIDE CONCRETE CURB, SAID POINT ALSO BEING ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 14.50 FEET, FROM SAID POINT A RADIAL LINE TO THE CENTER OF CURVE BEARS SOUTH 55°05'27" EAST;
22. THENCE NORTHEASTERLY, EASTERLY, AND SOUTHEASTERLY ALONG SAID CURVE AND THE SOUTHEASTERLY, SOUTHERLY, AND SOUTHWESTERLY EDGE OF SAID CURB THROUGH A CENTRAL ANGLE OF 55°05'27" AND AN ARC LENGTH OF 13.94 FEET;
23. THENCE ON A TANGENT BEARING SOUTH 70°21'59" EAST, ALONG THE SOUTHWESTERLY EDGE OF SAID CURB, 67.70 FEET TO A POINT IN THE SAID NORTHWESTERLY RIGHT-OF-WAY OF VALENCIA BOULEVARD;
24. THENCE CONTINUING SOUTH 70°21'59" EAST 55.28 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 1.970 GROSS ACRES AND 1.631 NET ACRES OF LAND, MORE OR LESS.

RESERVING THEREFROM THE ABOVE DESCRIBED 1.631 NET ACRE PARCEL AN EASEMENT FOR WATER LINES, APPURTENANT STRUCTURES, INGRESS AND EGRESS PURPOSES, AND ALL USES INCIDENT THERETO, INCLUDING THE RIGHT TO MAKE CONNECTIONS THEREWITH FROM ANY ADJOINING PROPERTIES UPON, OVER, AND ACROSS A PORTION OF THE RANCHO SAN FRANCISCO IN THE CITY OF SANTA CLARITA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, PER MAP FILED IN BOOK 1 PAGES 521 AND 522 OF PATENTS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF THE ABOVE DESCRIBED 1.631 NET ACRE PARCEL;

25. THENCE NORTH 19°33'00" EAST, ALONG THE NORTHWESTERLY LINE OF SAID PARCEL, 17.97 FEET TO A POINT IN A LINE LYING 8.00 FEET NORTHEASTERLY OF, AT RIGHT ANGLES TO, AND PARALLEL WITH COURSE NO. 7 OF THE ABOVE DESCRIBED 1.631 NET ACRE PARCEL AND THE NORTHWESTERLY EXTENSION THEREOF;
26. THENCE SOUTH 70°27'00" EAST, ALONG SAID PARALLEL LINE, 200.51 FEET TO A POINT IN THE NORTHEASTERLY EXTENSION OF COURSE NO. 6 OF THE ABOVE DESCRIBED 1.631 NET ACRE PARCEL;
27. THENCE NORTH 19°33'00" EAST, ALONG SAID NORTHEASTERLY EXTENSION, 8.00 FEET TO A POINT IN A LINE LYING 16.00 FEET NORTHEASTERLY OF, AT RIGHT ANGLES TO, AND PARALLEL WITH COURSE NO. 7 OF THE ABOVE DESCRIBED 1.631 NET ACRE PARCEL AND THE SOUTHEASTERLY EXTENSION THEREOF;
28. THENCE SOUTH 70°27'00" EAST, ALONG SAID PARALLEL LINE, 78.26 FEET TO A POINT IN THE ABOVE SAID NORTHWESTERLY RIGHT-OF-WAY OF VALENCIA BOULEVARD, SAID POINT ALSO BEING ON A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 1,280.00 FEET, FROM SAID POINT A RADIAL LINE TO THE CENTER OF CURVE BEARS NORTH 60°57'59" WEST;

29. THENCE SOUTHWESTERLY ALONG SAID CURVE AND SAID NORTHWESTERLY RIGHT-OF-WAY THROUGH A CENTRAL ANGLE OF 01°11'08" AND AN ARC LENGTH OF 26.49 FEET TO THE SOUTHEASTERLY TERMINUS OF COURSE NO. 5 OF THE ABOVE DESCRIBED 1.631 NET ACRE PARCEL;
5. THENCE NORTH 70°27'00" WEST, ALONG THE SOUTHWESTERLY LINE OF THE ABOVE DESCRIBED 1.631 NET ACRE PARCEL, 76.63 FEET TO AN ANGLE POINT IN SAID SOUTHWESTERLY LINE;
6. THENCE NORTH 19°33'00" EAST, SAID SOUTHWESTERLY LINE, 10.08 FEET TO AN ANGLE POINT IN SAID SOUTHWESTERLY LINE;
7. THENCE NORTH 70°27'00" WEST, ALONG SAID SOUTHWESTERLY LINE, 169.90 FEET TO AN ANGLE POINT IN SAID SOUTHWESTERLY LINE;
8. THENCE SOUTH 19°33'00" WEST, ALONG SAID SOUTHWESTERLY LINE, 9.97 FEET TO AN ANGLE POINT IN SAID SOUTHWESTERLY LINE;
9. THENCE NORTH 70°27'00" WEST, ALONG SAID SOUTHWESTERLY LINE, 30.61 FEET TO THE POINT OF BEGINNING.

ALL ABOVE COURSE NUMBERS ARE REFERENCED ON THE ATTACHED EXHIBIT "B," EXHIBIT MAP, MADE A PART HEREOF.

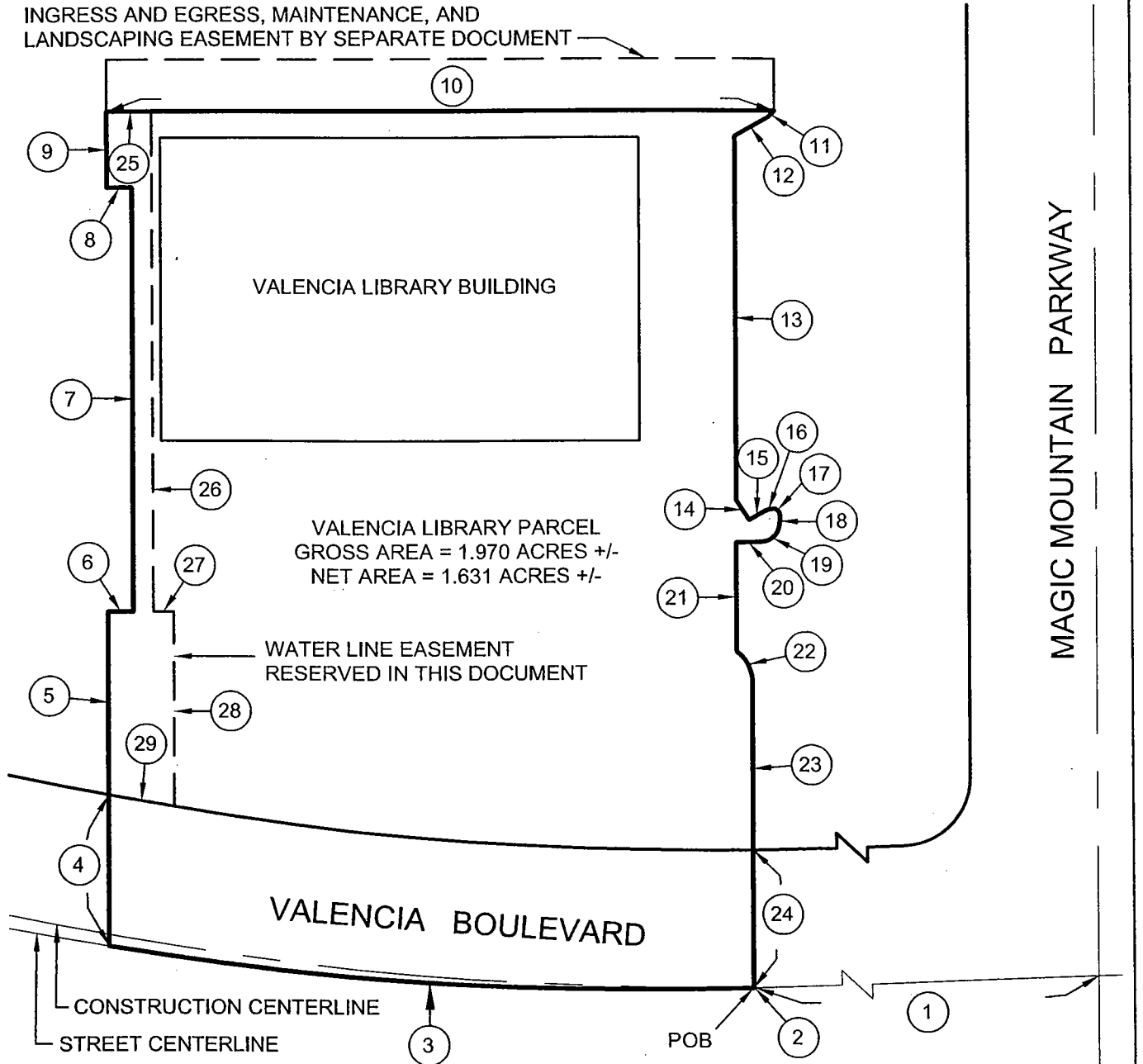
THE CENTERLINE OF AMERICAN AVENUE, SHOWN AS NORTH 43°26'15" WEST ON TRACT NO. 33746 FILED IN BOOK 1056 PAGES 91 THROUGH 96, INCLUSIVE, OF MAPS, RECORDS OF SAID COUNTY IS THE BASIS OF BEARINGS FOR THESE LEGAL DESCRIPTIONS.



LORIN JAMES JORDAN, PLS
SENIOR ENGINEER-LAND SURVEYOR
CITY OF SANTA CLARITA
DATED MAY 23, 2011

EXHIBIT "B"
EXHIBIT MAP
QUITCLAIM DEED FOR THE VALENCIA LIBRARY

INGRESS AND EGRESS, MAINTENANCE, AND
 LANDSCAPING EASEMENT BY SEPARATE DOCUMENT



VALENCIA LIBRARY PARCEL
 GROSS AREA = 1.970 ACRES +/-
 NET AREA = 1.631 ACRES +/-

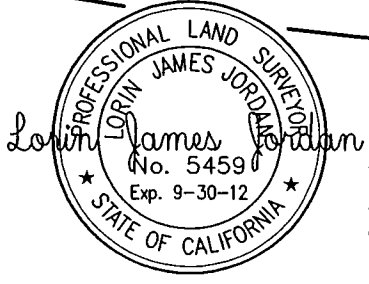
WATER LINE EASEMENT
 RESERVED IN THIS DOCUMENT

VALENCIA BOULEVARD

MAGIC MOUNTAIN PARKWAY

CONSTRUCTION CENTERLINE
 STREET CENTERLINE

POB



LORIN JAMES JORDAN, PLS
 SENIOR ENGINEER-LAND SURVEYOR
 CITY OF SANTA CLARITA
 DATED MAY 23, 2011

[Signature]
 SCALE: 1" = 60'

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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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

Assessor's Identification Number: 2831-009-900

QUITCLAIM DEED

The **COUNTY OF LOS ANGELES, a body corporate and politic**, for valuable consideration receipt of which is hereby acknowledged, 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, as legally described in the attached Exhibit A and depicted in Exhibit B, both of which are incorporated herein 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.

Dated _____

COUNTY OF LOS ANGELES

COLA LOG NO. _____

By _____

Michael D. Antonovich
Mayor, County of Los Angeles

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

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

The undersigned hereby certifies that on this _____ day of _____, 2011, the facsimile signature of _____, Mayor, Los Angeles County was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

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

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

By _____

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

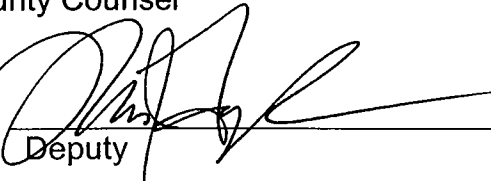
By:  _____
Deputy

EXHIBIT A
LEGAL DESCRIPTION

LOTS 1, 2, 23, AND 24, BLOCK 20, TOWN OF NEWHALL, PER MAP RECORDED IN BOOK 53,
PAGES 21 AND 22 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY
RECORDER, COUNTY OF LOS ANGELES, CALIFORNIA, PLUS INTERVENING VACATED ALLEY.