



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
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Second District

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Fifth District

November 27, 2012

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

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

3 November 27, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

DIRECT CONVEYANCE OF COUNTY SURPLUS REAL PROPERTY HASLEY CANYON EQUESTRIAN CENTER, UNINCORPORATED SANTA CLARITA (FIFTH DISTRICT) (3 VOTES)

SUBJECT

Approve the conveyance of approximately 8,981 square feet of surplus County real property (Property), located within the Hasley Canyon Equestrian Center (Equestrian Center), to Sterling Gateway L.P. for the use of the Property for environmental mitigation and park purposes.

THEREFORE, IT IS RECOMMENDED AFTER CLOSING THIS PUBLIC HEARING THAT THE BOARD:

1. Find that the County-owned real property, as shown on the map and legally described in the Quitclaim Deed, may no longer be classified as park, recreational, or cultural property, is not required for County use, and is surplus to any immediate or foreseeable County need.
2. Find that the conveyance of the County-owned real property at the appraised value of \$4,000 complies with the requirements of Public Resources Code Section 5400 et seq.
3. Find the proposed sale and conveyance is categorically exempt from the California Environmental Quality Act because the conveyance involves the sale of surplus government property and the transfer of ownership of interest in land to preserve the existing natural conditions including plant or animal habitats for the reasons stated herein and the reasons reflected in the record of the project.

"To Enrich Lives Through Effective And Caring Service"

**Please Conserve Paper – This Document and Copies are Two-Sided
Intra-County Correspondence Sent Electronically Only**

4. Approve the sale of the County's right, title, and interest in the County-owned real property, adjoining Hasley Canyon Equestrian Center in unincorporated Santa Clarita, to Sterling Gateway L.P., and instruct the Chairman to sign the Quitclaim Deed and the Sale and Purchase Agreement.
5. Instruct the Auditor-Controller and the Chief Executive Office to coordinate with the Department of Parks and Recreation to deposit the sales proceeds into the appropriate trust fund pursuant to the Public Park Preservation Act.
6. Authorize the Chief Executive Office to execute any other documents necessary to complete the conveyance upon approval as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to approve the conveyance of approximately 8,981 square feet of unimproved, surplus County-owned real property (Property), located within the Hasley Canyon Equestrian Center (Equestrian Center), as described in Attachment A of the Sale and Purchase Agreement and Quitclaim Deed, to Sterling Gateway L.P. (Sterling Gateway) for park and environmental mitigation purposes.

The Equestrian Center was conveyed to the County by Newhall Land and Farming in 2007 as a Los Angeles County Department of Parks and Recreation (Parks) condition for Tract Map approval. Sterling Gateway L.P. is the owner of parcels of land located adjacent to the Equestrian Center and is in the process of applying for land development approval for their proposed residential and commercial development in the unincorporated Santa Clarita area. The State of California Department of Fish and Game requires Sterling Gateway to dedicate land for the breeding of the spade foot toad near their proposed development as an environmental mitigation measure. A biological survey of the surrounding area found that due to site specific topography and drainage, a seasonal pool habitat could be created such that the spade foot toad could likely breed and thrive on a portion of the Equestrian Center which is located away from the area used by the public. Therefore, Sterling Gateway desires to purchase a portion of the Equestrian Center for the construction and monitoring of a toad pond to allow for the breeding of the spade foot toad for a period of four years, after which the area will be used for park purposes in perpetuity.

Sterling Gateway has entered into a Sale and Purchase Agreement with the County that states that the quitclaim deed for the Property will contain restrictions that: 1) the Property is to be used for open space, public recreation, and park purposes only; 2) the Property shall be equally open and available to residents of incorporated and unincorporated territory, and there shall be no discrimination against or preference, gratuity, bonus, or other benefits given to residents of incorporated area not equally accorded residents of unincorporated territory; and 3) in the event that the County determines that the owner in

possession is not complying with these restrictions, then all right, title, and interest in and to the Property shall revert back to the County upon providing a 30-day notice to the owner in possession of its failure to comply with these restrictions and without any necessity of any other affirmative action on the part of the County.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan Goal of Operational Effectiveness (Goal 1) directs that we maximize the effectiveness of processes, structure, and operations to support timely delivery of customer-oriented and efficient public services. Conveying this Property to Sterling Gateway to meet their environmental mitigation requirements for land development and ensuring that the Property's use conforms to the Department of Regional Planning's (Regional Planning) standards are consistent with this Goal.

FISCAL IMPACT/FINANCING

The sales price for the County Parcel totals \$4,000 and represents the fair market value established by the Chief Executive Office (CEO) staff appraiser. The proceeds from this sale will go towards improving the Equestrian Center in accordance with the Park Preservation Act.

The acquisition of the Property by Sterling Gateway will remove the County from any potential maintenance costs and safety concerns associated with ownership of the parcel, in addition to eliminating any further County exposure to liability.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

As required by Government Code Section 65402 and Los Angeles County Code Chapter 2.08.160(c), notification of the proposed sale was submitted to the County's Regional Planning, which has jurisdiction for determining conformance with the adopted general plan. No objection to this sale was received within 40 days after the notification was provided. Notice was also given to the appropriate public agencies of the proposed sale as required by Government Code Section 54222. Notice of the public hearing has been posted at the Equestrian Center for 45 days as required by Public Resources Code Section 5406.

County Counsel has reviewed the Quitclaim Deed and Sale and Purchase Agreement related to the proposed conveyance and has approved them as to form.

ENVIRONMENTAL DOCUMENTATION

The proposed conveyance is categorically exempt from the California Environmental Quality Act (CEQA) according to Sections 15312 and 15325 (a) of the State CEQA Guidelines and Classes 12 and 25(a) of the Environmental Document Reporting Procedures and Guidelines, Appendix G, because the conveyance consists of the sale of surplus government property and involves the transfer of ownership of interest in land to preserve the existing natural conditions including plant or animal habitats.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Parks has indicated that the proposed conveyance of the County parcel will have minimal impact to the County park operations because the Property to be sold consists of unimproved land not used by park patrons. Staff from Regional Planning will monitor the construction of the toad pond and ensure that it is constructed as required.

CONCLUSION

It is requested that the Executive Officer, Board of Supervisors, return an executed original of the Sale and Purchase Agreement and Quitclaim Deed for the Property sold and the adopted, stamped Board letter to the CEO, Real Estate Division at 222 South Hill Street, 3rd Floor, Los Angeles, CA 90012 for further processing.

Respectfully Submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:RLR
CMM:RH:kb

Attachments

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

SALE AND PURCHASE AGREEMENT

This Sale and Purchase Agreement ("Agreement") is made and entered into this 27th day of November 2012, by and between the Sterling Gateway, L.P. ("Buyer"), and the County of Los Angeles ("Seller" or "County") a body politic and corporate, pursuant to Government Code Section 25526.5, regarding the conveyance of real property. This Agreement is made with reference to the following facts:

The surplus real property being conveyed in fee (the "Property") is a portion of Hasley Canyon Equestrian Center more particularly described as follows:

The Property being conveyed consists of approximately 8,981 square feet of land located in the Castaic- Val Verde area, legally described on the attached Exhibit "A" and depicted in Exhibit "B." Exhibit "A" and Exhibit "B" are incorporated herein by this reference.

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 develop, operate and maintain the Property for environmental mitigation purposes.

2. Purchase Price. The purchase price ("Purchase Price") for the Property is Four Thousand and NO/100 Dollars (\$4,000.00), payable by Buyer to Seller as follows:

A. One Thousand and NO/100 Dollars (\$1,000.00), receipt of which is hereby acknowledged by the Seller ("Down Payment"). The Down Payment shall be refunded to Buyer only in the event the Property is not conveyed to Buyer due to Seller's inability to convey the Property.

B. The remaining balance of Three Thousand and NO/100 Dollars (\$3,000.00) shall be paid in full no later than twenty (20) days prior to the conveyance of the Property, in accordance with Section 4 of this Agreement.

Payments shall be made by certified check payable to the County of Los Angeles Department of Parks and Recreation, and delivered to Seller at the address for notice to Seller pursuant to Section 15 hereof.

3. Costs. All costs and expenses related to this transaction shall be paid by Buyer, including, but not limited to, the cost of a title insurance policy, and all documentary transfer taxes, recording and any other miscellaneous customary charges and fees. In the event any cost or expense is paid by Seller, Buyer shall

immediately upon Seller's request remit a check payable to the County of Los Angeles in an amount equal to such costs and expenses.

4. Conveyance and Closing Date. The date on which the deed for the Fee Parcel is recorded shall be referred to hereinafter as the "Closing Date." At least one (1) day before the Closing Date, County shall execute a Quitclaim Deed in substantially the form attached hereto as Exhibit "C", and incorporated herein by this reference, duly executed and authorized by County, subject to:

- A) all delinquent and non-delinquent taxes, interest, penalties and assessments of record, if any;
- B) covenants, conditions, restrictions, reservations, easements, licenses, rights, and rights-of-way of record, if any;
- C) Seller's reservation to itself and exception from the conveyance contemplated herein of all oil, gas, hydrocarbons, or other minerals in and under the Property without the use of the surface to a depth of 500 feet, measured vertically, from the surface of the Property;
- D) The condition that the Property is to be used for open space, public recreation and park purposes only;
- E) The condition that the Property shall be equally open and available to residents of incorporated and unincorporated territory of the County of Los Angeles, and there shall be no discrimination against or preference, gratuity, bonus or other benefits given to residents of incorporated area not equally accorded residents of unincorporated territory; and
- F) The condition that in the event that County of Los Angeles determines that the owner in possession is not complying with these restrictions, then all right, title, and interest in and to the Property shall revert back to the County of Los Angeles upon providing a thirty (30) day notice to owner in possession of its failure to comply with these restrictions and without any necessity of any other affirmative action on the part of the County of Los Angeles.

Seller shall convey the Property on a date occurring approximately thirty (30) days after the date the County of Los Angeles Board of Supervisors approves the sale of the Property and Seller is in receipt of the full Purchase Price and executed associated documents necessary to complete the conveyance. In the event Buyer fails to provide Seller with the full Purchase Price and associated documents to effectuate the Closing within 180 days of the date Seller executes this Agreement and Deed, Seller, at its option, may elect to terminate this

Agreement and thereafter Seller shall have no further obligations to Buyer pursuant to this Agreement.

5. **Buyer's Conditions to Closing.** Buyer's obligation to consummate the transaction contemplated by this Agreement is conditioned upon: (i) Seller's recording of the Quitclaim Deed; and (ii) Seller's representations, warranties and covenants being true and correct as of the Closing Date. 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 the Closing Date.

6. **Seller's Conditions to Closing.** Seller's obligation to consummate the transaction contemplated by this Agreement is conditioned upon: (i) Board of Supervisors' approval of the sale of the Property; (ii) Buyer's delivery of the Purchase Price to Seller no later than ten (10) 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 Date. 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.

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

8. **Recording.** Seller shall prepare the Quitclaim Deed indicating title to the Property to be vested in the name of the Buyer as follows: Sterling Gateway, L.P., and shall cause the Quitclaim Deed to be recorded in the official records of the Registrar/Recorder of the County of Los Angeles ("Recorder").

9. **Delivery of Deed.** Seller shall transmit to Buyer a copy of the Quitclaim Deed stamped by the Recorder. The original Quitclaim Deed shall be mailed to the Buyer by the Recorder at the address for notice to Buyer pursuant to Section 15 hereof.

10. **Condition of the Property.**

- A) Buyer acknowledges that Buyer is purchasing the Property "as is," solely in reliance on Buyer's own investigation, and that no representation or warranty of any kind whatsoever, express or implied, has been made by Seller or Seller's agents. Seller will not be liable for any claims arising after the Closing Date by third parties or their agents or assignees. Any information given or disclosure made to Buyer by Seller or Seller's agents concerning the Property shall not constitute a representation or warranty made by Seller. Buyer has been given the full opportunity to inspect the Property prior to execution of this Agreement. Buyer shall assume the cost and expense for the removal of all contaminated materials, toxic or hazardous substances, and asbestos, if any, on the Property.
- B) Seller has disclosed to Buyer the following information that impacts Buyer's use of the Property: None, other than as set forth herein. Such disclosures are not exhaustive and do not imply that no other conditions impact Buyer's use of, or the value of the Property or that other conditions are not known to Seller.
- C) Buyer also acknowledges that it is aware of all zoning regulations, other governmental requirements, site and physical conditions, and all other matters affecting the use and condition of the Property, and Buyer agrees to purchase the Property in said condition.
- D) Buyer waives any and all claims caused by any soil contaminants known by Buyer to exist at, in, or on the Property at the time of purchase, and agrees to indemnify, defend, save and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents, from and against any and all liability, expense (including defense costs and legal fees), and claims for damages caused by or related to any soil contaminants known by Buyer to exist at, in, or on the Property at the time of purchase.

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

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

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

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

14. Assignment. Buyer shall not assign or attempt to assign this Agreement, or any rights hereunder, to any other person or entity without the Seller's prior written consent. Any such assignment or purported assignment without the Seller's prior written consent shall be null and void, and of no force and effect whatsoever.

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

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

With a copy to:

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

Buyer: Sterling Gateway, L.P.
P.O. Box 681007
Park City, Utah 84068
Attention: Robert H. Williams

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

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

17. **Seller's Remedies.** In the event of Buyer's failure to consummate the transaction contemplated by this Agreement, Seller shall have all remedies in law or equity, and shall be entitled to enforce this Agreement and to obtain the benefit of the bargain contained herein.

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

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

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

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

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

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

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

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

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

27. **Power and Authority.** The parties hereto have the legal power, right, and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby. The individuals executing this Agreement and the instruments referenced herein on behalf of any legal entity comprising Buyer or Seller, have the legal power, right and actual authority to bind the entity to the terms and conditions of this Agreement and the instruments referenced herein.

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

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

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

31. **Force Majeure.** Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by lightning, earthquake, fire, storm, tornado, flood, washout, explosion, strike, lockout, labor disturbance, civil disturbance, riot, war, act of a public enemy, sabotage or other similar causes beyond the reasonable control of the parties (referred to collectively herein as "Force Majeure Delay(s)") Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

32. **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.

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

| | |
|-------|---|
| BUYER | STERLING GATEWAY, L.P. By: <u><i>Robert H. Williams</i></u> Name: _____ Robert H. Williams, General Partner |
|-------|---|

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

| | |
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| SELLER ATTEST: SACHI A. HAMAI Executive Officer-Clerk of the Board of Supervisors <u><i>Lachelle Smitheman</i></u> By: _____ Deputy | COUNTY OF LOS ANGELES By: <u><i>Zev Yaroslavsky</i></u> Zev Yaroslavsky Chairman, Board of Supervisors |
|--|--|

77876

APPROVED AS TO FORM:
JOHN F. KRATTLI
County Counsel

By: *John F. Krattli*
Deputy



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

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

Lachelle Smitheman
By: _____
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

3

NOV 27 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

EXHIBIT "A"
LEGAL DESCRIPTION

TOAD MITIGATION PROPOSED PURCHASE AREA

THAT PORTION OF FRACTIONAL SECTION 11, TOWNSHIP 4 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS SHOWN ON MAP OF PARCEL MAP NO. 19784 FILED IN BOOK 298 PAGES 61 THROUGH 67 INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

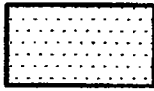
BEGINNING AT THE SOUTHWESTERLY CORNER OF THE LAND DESCRIBED IN DEED TO THE COUNTY OF LOS ANGELES RECORDED APRIL 29, 2008 AS INSTRUMENT NO. 20080750277 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER, SAID CORNER BEING A POINT ON THE WESTERLY LINE OF SAID FRACTIONAL SECTION 11 AT THE SOUTHERLY TERMINUS OF THAT COURSE DESCRIBED AS SOUTH 00°32'16" WEST 549.32 FEET IN SAID DEED; THENCE

1. ALONG SAID WESTERLY LINE NORTH 00°32'16" EAST 137.23 FEET; THENCE
2. LEAVING SAID WESTERLY LINE SOUTH 72°20'57" EAST 97.68 FEET; THENCE
3. SOUTH 01°37'18" EAST 52.88 FEET TO A POINT ON THAT COURSE IN THE GENERAL SOUTHERLY LINE OF SAID LAND OF THE COUNTY OF LOS ANGELES DESCRIBED AS SOUTH 60°16'34" WEST 205.68 FEET; THENCE
4. ALONG SAID GENERAL SOUTHERLY LINE NORTH 60°16'34" WEST 110.40 FEET TO THE POINT OF BEGINNING.

CONTAINING 8,981 SQUARE FEET, MORE OR LESS.



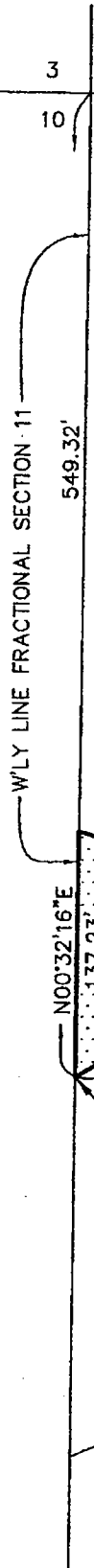
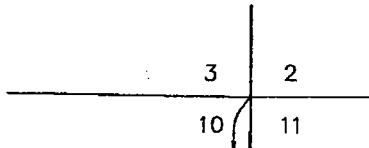
EXHIBIT "B"



TOAD MITIGATION PROPOSED PURCHASE AREA



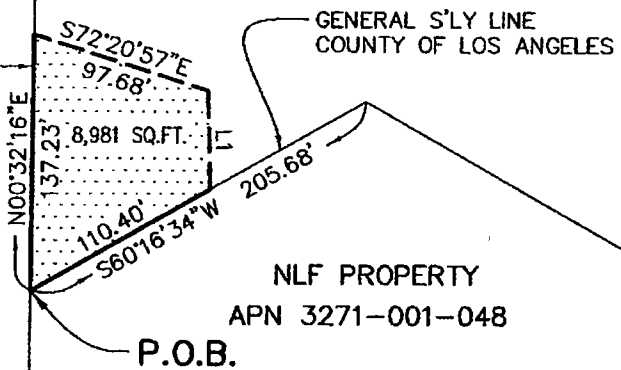
SCALE: 1"=100'
 DATE: 2-7-2012
 W.O. 5100-056-02



| LINE TABLE | | |
|------------|-------------|----------|
| LINE | BEARING | DISTANCE |
| L1 | S01°37'18"E | 52.88' |

APN 3271-001-901
 POR. FRACTIONAL SECTION 11
 T4N, R17W, S.B.M.

COUNTY OF LOS ANGELES
 4-29-2008 AS INST.#20080750277, O.R.



NLF PROPERTY
 APN 3271-001-048

PARCEL MAP NO. 19784
 P.M.B. 298-61-67

RECORDING REQUESTED BY
County of Los Angeles
AND MAIL TO
Sterling Gateway, L.P.
P.O. Box 681007
Park City, Utah 84068
Attention: Robert H. Williams

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Space above this line for Recorder's use

TAX PARCEL: 3271-001-901 (PORTION)

QUITCLAIM DEED

| | |
|--|----------|
| DOCUMENTARY TRANSFER TAX | |
| COUNTY OF LOS ANGELES | \$ _____ |
| CITY OF _____ | \$ _____ |
| TOTAL TAX | \$ _____ |
| ___ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED, ___ OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING, AT TIME OF SALE. | |
| _____ Signature of Declarant or Agent determining tax. | |
| ___ COUNTY OF LOS ANGELES Firm Name | |

The **COUNTY OF LOS ANGELES**, a body corporate and politic, for valuable consideration receipt of which is hereby acknowledged, does hereby surrender, quitclaim and release to:

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

SUBJECT TO AND GRANTEE TO ASSUME:

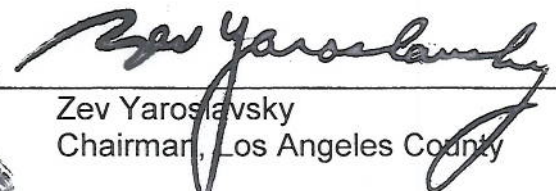
- a. All taxes, interest, penalties and assessments of record, if any.
- b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- c. the condition that the Property is to be used for open space, public recreation and park purposes only;
- d. the condition that the Property shall be equally open and available to residents of incorporated and unincorporated territory of the County of Los Angeles, and there shall be no discrimination against or preference, gratuity, bonus or other benefits given to residents of incorporated area not equally accorded residents of unincorporated territory;
- e. the condition that in the event that County of Los Angeles determines that the owner in possession is not complying with these restrictions, then all right, title, and interest in and to the Property shall revert back to the County of Los Angeles upon providing a thirty (30) day notice to owner in possession of its failure to comply with these restrictions and without any necessity of any other affirmative action on the part of the County of Los Angeles.

Dated NOV 27 2012

COUNTY OF LOS ANGELES

COLA LOG NO. _____

By


Zev Yaroslavsky
Chairman, Los Angeles County

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

By  _____, Deputy



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

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

The undersigned hereby certifies that on this 27th day of November, 2012, the facsimile signature of ZEV YAROSLAVSKY, Chairman, Los Angeles County was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

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

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

By Lachelle Smitheman
DEPUTY



Approved as to Form:
JOHN F. KRATTLI
COUNTY COUNSEL

[Signature]
Deputy

EXHIBIT "A"
LEGAL DESCRIPTION

TOAD MITIGATION PROPOSED PURCHASE AREA

THAT PORTION OF FRACTIONAL SECTION 11, TOWNSHIP 4 NORTH, RANGE 17 WEST, SAN BERNARDINO MERIDIAN IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS SHOWN ON MAP OF PARCEL MAP NO. 19784 FILED IN BOOK 298 PAGES 61 THROUGH 67 INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF THE LAND DESCRIBED IN DEED TO THE COUNTY OF LOS ANGELES RECORDED APRIL 29, 2008 AS INSTRUMENT NO. 20080750277 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER, SAID CORNER BEING A POINT ON THE WESTERLY LINE OF SAID FRACTIONAL SECTION 11 AT THE SOUTHERLY TERMINUS OF THAT COURSE DESCRIBED AS SOUTH 00°32'16" WEST 549.32 FEET IN SAID DEED; THENCE

1. ALONG SAID WESTERLY LINE NORTH 00°32'16" EAST 137.23 FEET; THENCE
2. LEAVING SAID WESTERLY LINE SOUTH 72°20'57" EAST 97.68 FEET; THENCE
3. SOUTH 01°37'18" EAST 52.88 FEET TO A POINT ON THAT COURSE IN THE GENERAL SOUTHERLY LINE OF SAID LAND OF THE COUNTY OF LOS ANGELES DESCRIBED AS SOUTH 60°16'34" WEST 205.68 FEET; THENCE
4. ALONG SAID GENERAL SOUTHERLY LINE NORTH 60°16'34" WEST 110.40 FEET TO THE POINT OF BEGINNING.

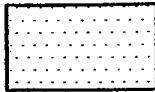
CONTAINING 8,981 SQUARE FEET, MORE OR LESS.

2-15-12

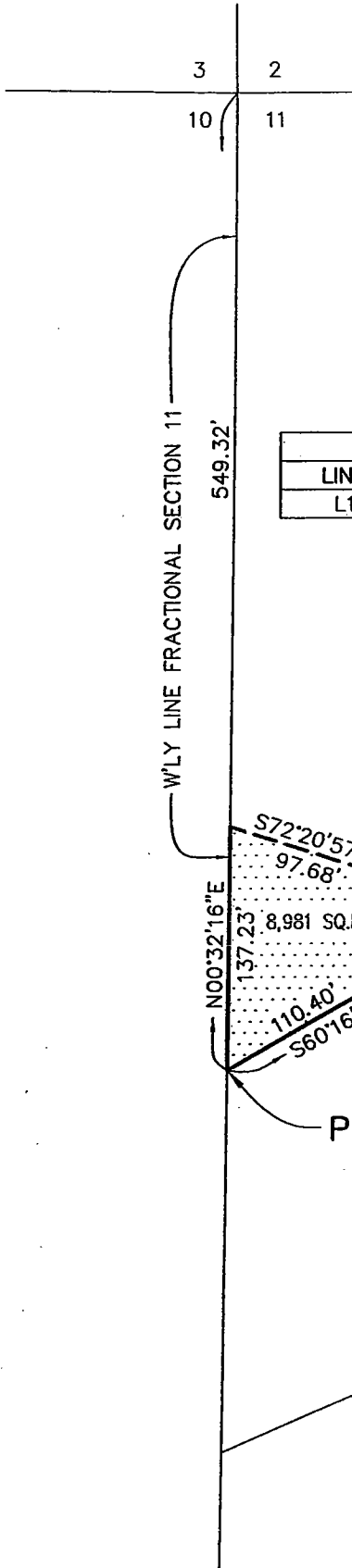


EXHIBIT "B"

TOAD MITIGATION PROPOSED PURCHASE AREA



SCALE: 1"=100'
DATE: 2-7-2012
W.O. 5100-056-02



| LINE TABLE | | |
|------------|-------------|----------|
| LINE | BEARING | DISTANCE |
| L1 | S01°37'18"E | 52.88' |

APN 3271-001-901
POR. FRACTIONAL SECTION 11
T4N, R17W, S.B.M.

COUNTY OF LOS ANGELES
4-29-2008 AS INST.#20080750277, O.R.

GENERAL S'LY LINE
COUNTY OF LOS ANGELES



NLF PROPERTY
APN 3271-001-048

P.O.B.

2-15-12

PARCEL MAP NO. 19784
P.M.B. 298-61-67