



WILLIAM T FUJIOKA
Chief Executive Officer

County of Los Angeles
CHIEF EXECUTIVE OFFICE

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

"To Enrich Lives Through Effective And Caring Service"

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

October 29, 2013

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

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#16

October 29, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

SET: November 26, 2013 @ 9:30 a.m.

**APPROVE AND ORDER PUBLICATION OF NOTICE OF INTENTION
TO EXERCISE OPTION TO PURCHASE REAL PROPERTY
27971 SLOAN CANYON ROAD, CASTAIC
APPROVAL OF APPROPRIATION ADJUSTMENT
CAPITAL PROJECT NO. 77039
(FIFTH DISTRICT)
(4 VOTES)**

SUBJECT

Approval of the recommended actions will authorize the exercise of an option to purchase the real property comprised of an approximately one-acre parcel of land together with a 12,232 square foot building, and 49 parking spaces at 27971 Sloan Canyon Road in the unincorporated community of Castaic for the Castaic Public Library and approval of the Appropriation Adjustment.

IT IS RECOMMENDED THAT THE BOARD:

1. Consider the Negative Declaration for which no comments were received during the public review process, and find on the basis of the whole record before the Board that this project will not have a significant effect on the environment, find that the Negative Declaration reflects the independent judgment and analysis of the Board, and adopt the Negative Declaration.
2. Find that the purchase of the property will have no adverse impact on wildlife resources, and authorize the Chief Executive Office to complete and file an appropriate environmental determination form for this project.
3. Approve the Notice of Intention to exercise the County's option to purchase an approximately one-

acre parcel of land improved with a 12,232 square foot building located at 27971 Sloan Canyon Road in the unincorporated community of Castaic from the seller, Castaic FCG Properties LLC, for the purchase price of \$2,350,000.

4. Instruct the Executive Office of the Board of Supervisors to publish the Notice of Intention in accordance with Section 6063 of the Government Code.

5. Set a date for public hearing to receive comment and consummate the proposed acquisition.

AT THE CONCLUSION OF THE PUBLIC HEARING, IT IS RECOMMENDED THAT THE BOARD:

1. Order the purchase to be consummated in accordance with Section 25350 of the Government Code and exercise the option to purchase the property for \$2,350,000, plus title and escrow fees of approximately \$11,500.

2. Authorize the Chief Executive Officer, or his duly authorized representative to take all further actions necessary and appropriate to complete the transaction, including opening and management of escrow, any administrative adjustments to the transfer documents, and execution of the requisite documentation for completion of the transfer.

3. Approve the Castaic Library Project with a total acquisition budget of \$2,361,500.

4. Approve an appropriation adjustment transferring \$2,362,000 from Library Operating Budget to fund the acquisition of the property.

5. Authorize the Auditor-Controller to issue warrants as directed by the Chief Executive Office for the purchase price and any other related transactional costs.

6. Instruct the Assessor's office to remove the property from the tax roll effective upon the transfer.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow the County to exercise its option to purchase the land and building currently utilized to operate the Castaic Public Library (Library) in the unincorporated community of Castaic.

In June 2012, the Board approved a lease amendment to expand the Library space, construct tenant improvements (TIs), and include an option to purchase the one-acre real property parcel and building upon completion and acceptance of the TIs implemented by the Landlord. In an effort to find the most cost-effective means for housing the Library on a long-term basis, the County secured the exclusive right to purchase the Property by entering into an option agreement, which the Board approved on June 19, 2012 (Attachment C).

Under the current lease agreement, the Library will undergo extensive tenant improvements. The existing 6,985 square-foot Library will be expanded by 5,247 square feet for a total of 12,232 square feet, with parking for 49 vehicles. During construction of the TIs, the current Library will temporarily be relocated very near their current location.

The proposed expanded Library will be equipped with current computer technology and other improvements, which will meet the current and projected needs of the Castaic community. The

proposed Library will include an opening day collection of approximately 60,000 books and other library materials; an 80-seat community meeting room; group study rooms; express checkout service machines; a large reading area for adults, including an exterior patio; a teen center for middle and high school students, including a space for digital projects and film making; and a children's area with Family Place. Some of the existing furniture that compliments the new design will be reused in the expanded Library.

As required by the lease agreement, the County is required to exercise its option to purchase the real property parcel and building by December 19, 2013. The final purchase will not be effective until the TIs to be implemented by the landlord are completed and accepted by Public Library, anticipated for June 2014. The proposed exercise of the purchase option will allow continued use of this well established library location on a long-term basis for a price below its estimated market value.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1), Fiscal Sustainability (Goal 2), and Integrated Services Delivery (Goal 3) by investing in public infrastructure that will enhance cultural, recreational, and lifelong learning opportunities for County residents.

FISCAL IMPACT/FINANCING

The total proposed acquisition project cost, including property purchase and escrow fees are currently estimated at \$2,361,500; \$2,350,000 for property purchase, and approximately \$11,500 of escrow fees.

Approval of the attached appropriation adjustment (Attachment A) will transfer \$2,362,000 from the Department of Public Library Operating Budget (B06) and Committed for Program Expansion to the Fiscal Year 2013-14 Capital Projects/Refurbishment Budget Castaic Library Acquisition Capital Project No. 77039 to fully fund the proposed acquisition. Included in the June 2012 Board approved actions, the TIs will be fully implemented by the Landlord, including interior and exterior refurbishments, architectural engineering and construction management, furniture, fixtures and equipment, and telephone systems. The payments to the landlord will be paid from the rent budget, and Public Library will reimburse the rent budget from its operating budget as is currently being accounted for under a lease agreement. The acquisition of the property will be finalized only after completion of the TI and acceptance by Public Library.

Upon exercise of the purchase option, Public Library will save the annual rental cost of \$307,190, taxes of \$83,766, and insurance of \$12,116, for a total annual savings of \$403,072. Public Library will continue to be responsible for operating and utilities costs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In order to exercise the option to purchase the property, the County must authorize the publishing of a "Notice of Intention to Exercise Option to Purchase Real Property" (Notice) (Attachment B) in accordance with the provisions of Government Code Section 25350. Following publication of the Notice, the purchase option must be exercised by the Board at a public hearing, thus allowing the County to consummate the transaction and acquire title through escrow.

A preliminary title report has been issued and reveals no claims or encumbrances which would significantly affect or impair the property's title. Additionally, as required by Government Code Section 65402, the proposed acquisition was submitted to the County of Los Angeles Department of

Regional Planning (Regional Planning). Regional Planning has determined that the proposed project is in compliance with its General Plan.

A Phase I Environmental Site Assessment was completed, and concluded that there is no evidence of recognized environmental conditions to address or mitigate. The Chief Executive Office (CEO) has satisfactorily completed its due diligence with respect to the property purchase.

ENVIRONMENTAL DOCUMENTATION

CEO-Real Estate Division has made an initial study of environmental factors for the project in compliance with the California Environmental Quality Act (CEQA). The initial study showed that there is no evidence that the exercise of the option to purchase the property will have a significant impact on the environment. Based on the initial study, a Negative Declaration has been prepared and a notice posted at the property as required by CEQA Guidelines Section 15072. No comments were received during the public review period. Copies of the completed initial study, the resulting Negative Declaration, and the Notice of Preparation of Negative Declaration, as posted, are attached. A fee must be paid to the State Department of Fish and Game when certain notices required by CEQA are filed with the County Clerk; however, the County is exempt from paying this fee when the Board finds that the project will have no impact on wildlife resources. This acquisition project is located on previously developed and urbanized land, and the Initial Study incorporated in the Negative Declaration concluded there will be no adverse effect on wildlife resources.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will have no impact on current County services or projects. The Library will be closed during the tenant improvements. The alternate location for temporary Library services is provided at 27955 Sloan Canyon Road, Castaic. It is targeted to resume services at the expanded Library in July 2014.

CONCLUSION

It is requested that the Executive Officer, Board of Supervisors, return two certified copies of the Minute Order and the adopted, stamped Board letter and the published Notice once publication is completed, to the CEO-Property Management Section, 222 South Hill Street, Third Floor, Los Angeles, CA 90012, for further processing; one adopted copy of the Board Letter to CEO-Facilities and Asset Management Division, and the Public Library.

The Honorable Board of Supervisors

10/29/2013

Page 5

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'W. T. Fujioka', with a long horizontal line extending to the right.

WILLIAM T FUJIOKA

Chief Executive Officer

WTF:RLR:CMM

CEM:TS:RL:ls

Enclosures

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

NEGATIVE DECLARATION

Department Name: Library
Project: Community Library

Pursuant to Section 15072, California Environmental Quality Act and California Administrative Code Title 14, Division 6

1. **Description of Project**

The proposed project is for the County of Los Angeles to purchase the 1.2 acre parcel and an existing improved building of approximately 12,100 square feet and parking for approximately 49 vehicles at 27971 Sloan Canyon Road, Castaic

2. a. **Location of Project** (plot plan attached)

27971 Sloan Canyon Road
Castaic, CA 91384

b. **Name of Project Proponent**

County of Los Angeles
Chief Executive Office
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012

ORIGINAL FILED

SEP 24 2013

LOS ANGELES COUNTY CLERK

3. **Finding for Negative Declaration**

It has been determined that this project will not have a significant effect on the environment based on information shown in the attached Environmental Information Form dated November 14, 2007 which constitutes the Initial Study of this project.

4. **Initial Study**

An Initial Study leading to this Negative Declaration has been prepared by the Chief Executive Office and is attached hereto.

5. **Mitigation Measures Included in Project**

None required.

Date
November 16, 2007

Real Property Agent
Thomas Shepos

Telephone
(213) 974-4363

DATE POSTED – November 16, 2006

NOTICE OF PREPARATION OF NEGATIVE DECLARATION

This notice is provided as required by the California Environmental quality Act and California Administrative Code Title 14 Division 6, Section 15072 (a) (2) B.

A Negative Declaration has been prepared for this site based on an Initial Study which consists of completion and signing of an Environmental Information Form showing background information as follows:

1. Name of Proponent - County of Los Angeles
Chief Executive Office
2. Address/Phone No. - 222 South Hill Street, 3rd Floor
Los Angeles, California 90012

<u>Agent</u>	<u>Telephone</u>
Thomas Shepos	(213) 974-4364

3. Date Information Form Submitted – November 14, 2007
4. Agency Requiring Information Form - Los Angeles County
Chief Executive Office
Real Estate Division
5. Address of Facility Involved – 27971 Sloan Canyon Road
Castaic, CA 91384

6. Description of Project: The proposed project is for the County of Los Angeles to purchase the 1.2 acre parcel and an existing improved building of approximately 12,100 square feet and parking for approximately 49 vehicles at 27971 Sloan Canyon Road, Castaic

7. Finding for Negative Declaration It has been determined that this project will not have a significant effect on the environment.

Interested parties may obtain a copy of the Negative Declaration and the completed Environmental Information Form/Initial Study by contacting the Real Property Agent indicated under 2 above and referring to the proposal by name or to the facility by address.

Si necesita informacion en espanol, por favor de comunicarse con Carlos Marquez, para asistencia en obtener una traduccion para el numero (213) 974-4163.

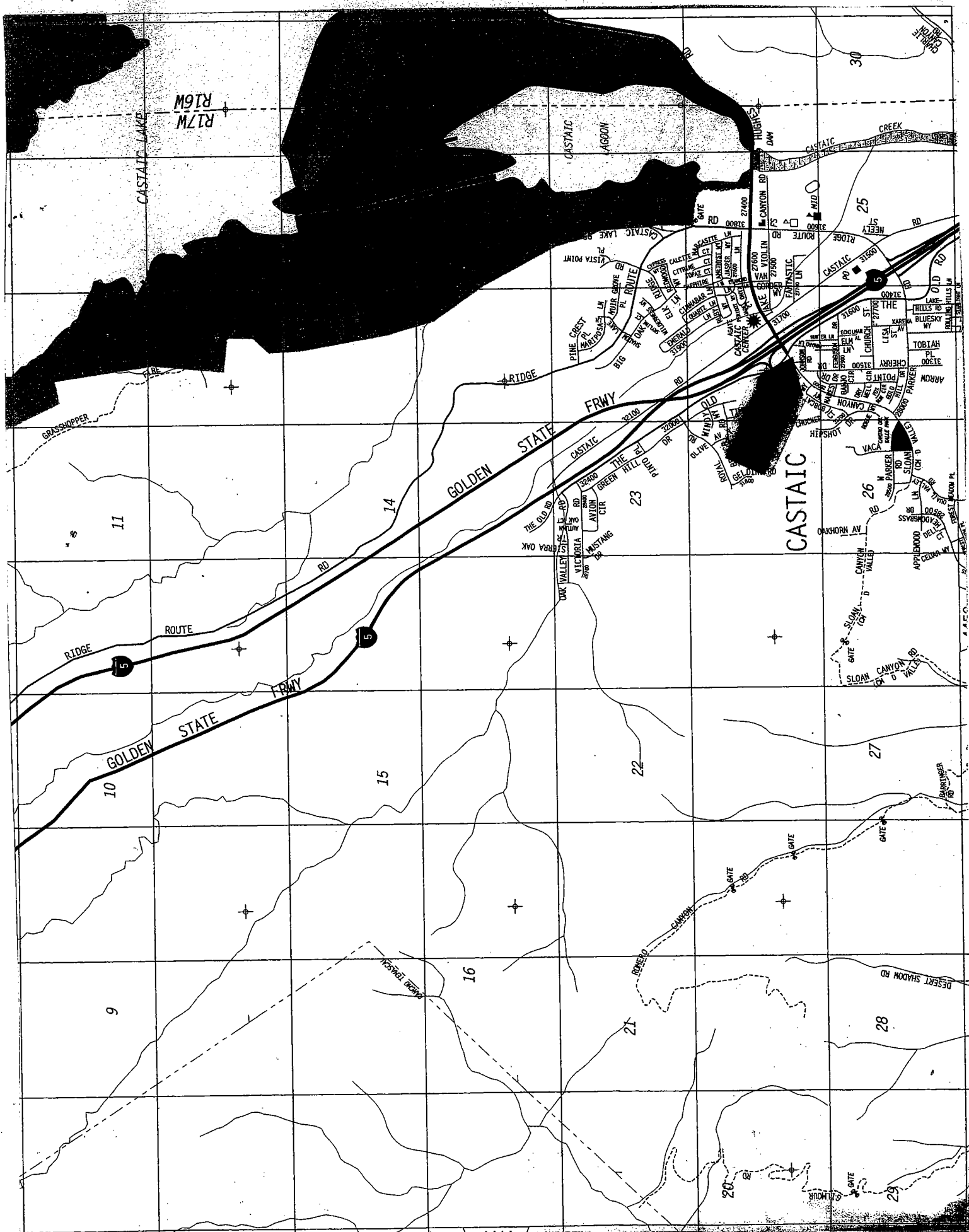
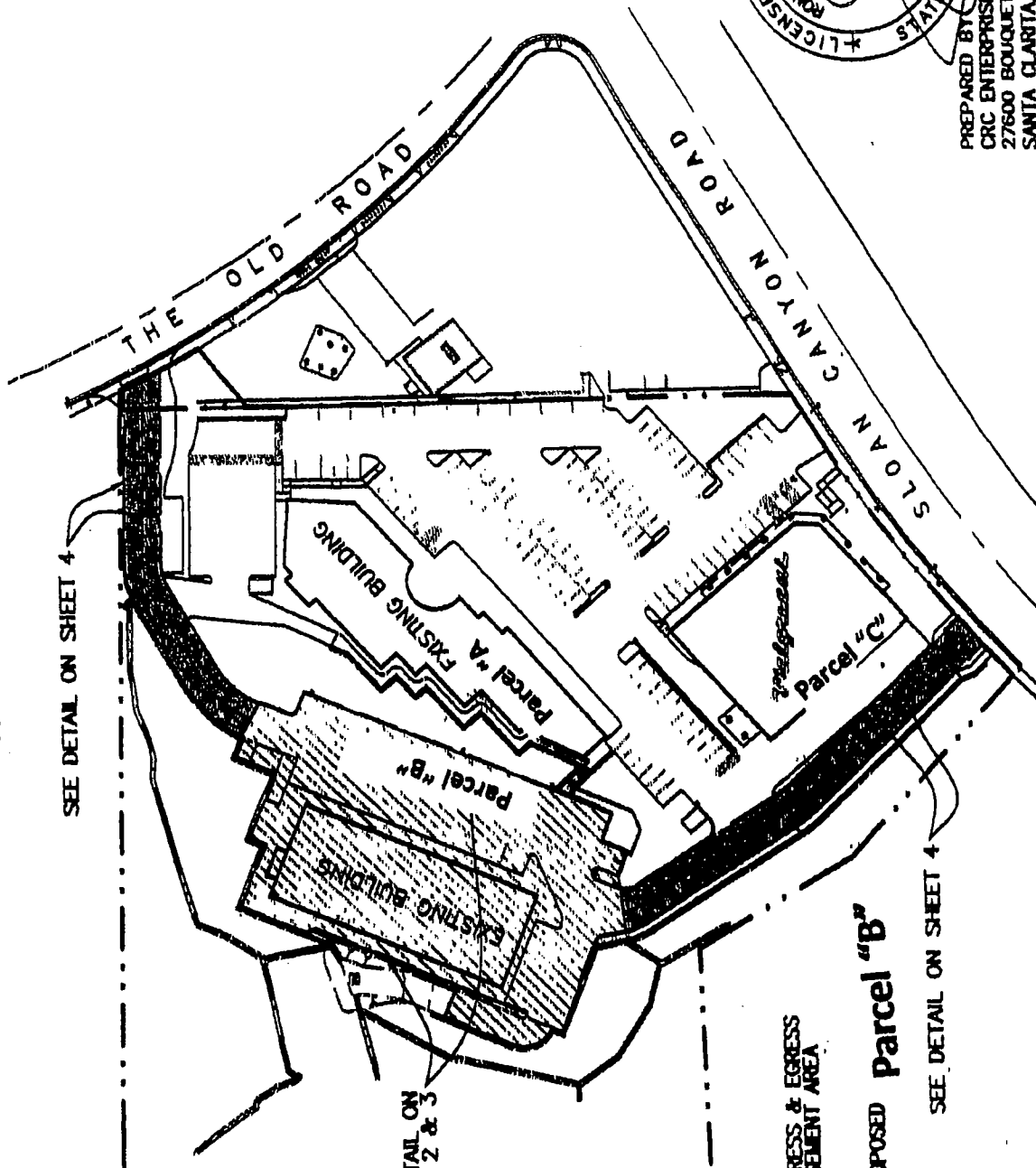


EXHIBIT "B" - KEY MAP

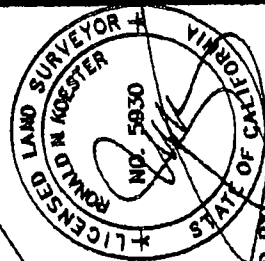
NOT TO SCALE



LEGEND

INGRESS & EGRESS
EASEMENT AREA

PROPOSED Parcel "B"



PREPARED BY
CRC ENTERPRISES
27600 BOUQUET CYN RD. # 200
SANTA CLARITA, CA. 91350

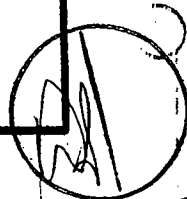


EXHIBIT "B"
GRANT DEED

**RECORDING REQUESTED BY
COUNTY OF LOS ANGELES**

WHEN RECORDED MAIL TO:

County of Los Angeles
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Director of Real Estate

Space above this line for Recorders use

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

ASSESSOR'S IDENTIFICATION NUMBER
2885 030 012/2885 030 013

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

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Castaic FCG Properties LLC., a Texas Limited Liability Company, (hereinafter called "Grantor") does hereby grant to the COUNTY OF LOS ANGELES, (hereinafter called "County") a body corporate and politic, all of the Grantor's rights, title and interests to that certain real property in the County of Los Angeles, State of California, legally described in Exhibit "A", attached hereto and incorporated herein by this reference.

SUBJECT TO:

1. All taxes, penalties and assessments of record, if any.
2. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way, if any.

Dated _____

GRANTOR:

By _____
Its _____



**COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE**

Acquisition of Parcel and Building

NEGATIVE DECLARATION

I. Location and Description of the Project

The proposed project is for the County of Los Angeles to purchase the 1.2 acre parcel and an existing improved building of approximately 12,100 square feet and parking for approximately 49 vehicles at 27971 Sloan Canyon Road, Castaic, California, which will continue to be used by the Library Department (Library). Library will be using the space as a community meeting room and library. The facility, located in the Fifth Supervisorial District approximately 36.4 miles from the Los Angeles Civic Center, includes 12,100 square feet of building on approximately a 1.2 acre parcel (see attached exhibit). The Library shall have use of 49 off-street parking spaces for staff in addition to available parking for visitors. There is no expansion plans beyond the scope of this project.

II. Finding of No Significant Effect

Based on the attached initial study, it has been determined that the project will not have a significant effect on the environment.

III. Mitigation Measures

None required.

INITIAL STUDY

I. Location and Description of Project

These proposed premises are located at 27971 Sloan Canyon Road, Castaic, located in the Fifth Supervisorial District approximately 36.4 miles west of the Los Angeles Civic Center and .02 miles west of the 5 freeway. See attached map)

The building to be acquired is owned by Castaic FCG Properties, LLC and was built as retail space, which included approximately 6,500 square feet of space used By the County of Los Angeles as a Public Library providing services to constituents in the Castaic area. Located at the site are 49 exclusive off-street parking spaces for Library Department and ample public parking is located within the on-site parking lot and surrounding area.

This project consists of acquiring this facility and the 1.2 acre parcel designated on the attached Exhibit on which will be located a community library and meeting room. It is anticipated that an average of 6 employees will be occupying the premises with the maximum employee occupancy anticipated to be 8 per day. In addition to the employees, it is anticipated that there will be 125 members of the public visiting the facility daily. No expansion of existing premises will occur for this project and no exterior alterations, except for interior tenant improvements and furnishings, will be performed for this project after acquisition of the property and building.

II. Compatibility with General Plan

This project site is currently designated as Regional Center Commercial in the City of Castaic and zoned LCRPD80005.5U. The proposed project would be consistent with these designations.

III. Environmental Setting

The project site is located in an area of a shopping center. The site includes approximately 40,000 square feet of developed retail property. The site is bordered by Sloan Canyon Road on the North and across from an off ramp to the 5 Freeway. Residential housing exists on the south and east sides of the property.

IV. Identification of Environmental Effects

- A. The impact of the proposed project on existing land forms will be negligible as no reshaping of the soil nor excavation nor foundations, utility lines, sewer lines or water lines is anticipated.

- B. The project will not conflict with adopted environmental plans and goals of the City of Castaic.
- C. The project will not have a substantial demonstrable negative aesthetic effect on the site. The existing facility will be continued to be maintained as part of the lease arrangement.
- D. No rare or endangered species of animal or plant or the habitat of the species will be affected by the project. Nor will it interfere substantially with the movement of any resident fish or wildlife species or migratory fish or wildlife species.
- E. The project will not breach published national, state or local standards relating to solid waste or litter control.
- F. Development will not substantially degrade water quality, contaminate water supply, substantially degrade or deplete ground water resources, or interfere substantially with ground water recharge.
- G. There are no known archeological sites existing at the project site.
- H. The proposed project will not induce substantial growth or concentration of population.
- I. The project will not cause a substantial increase to existing traffic. Nor will it affect the carrying capacity of the present street system. This is a government use of private property for legal services purposes. The County's use is in conformance with uses approved by the City of Castaic.
- J. The project will not displace any persons from the site.
- K. The project will not substantially increase the ambient noise levels to adjoining areas. Noise generated by the proposed County use does not exceed that previously experienced in the area when occupied by private tenants.
- L. The proposed developed project will not cause flooding, erosion or siltation.
- M. The project will not expose people or structures to major geologic hazards.
- N. The project will not expend a sewer trunk line. All necessary utilities are available currently to the facility.

- O. No significant increased energy consumption is anticipated by the County's use of the premises as compared to previous uses.
- P. The project will not disrupt or divide the physical arrangement of established community; nor will it conflict with established recreational, educational, religious or scientific uses of the area.
- Q. No public health or safety hazard or potential public health or safety hazard will be created by this project.
- R. The project will not violate any ambient air quality standard, contribute substantially to an existing or projected air quality violation, or expose sensitive receptors to substantial pollutant concentrations.

V. Discussions of Ways to Mitigate Significant Effects

The proposed project is not expected to create any significant effects on the environment. To mitigate any effects upon the surrounding community the following measures will be implemented:

- A. None Required.

VI. Initial Study Preparation

This study was prepared by Thomas Shepos of the Los Angeles County Chief Executive Office, Real Estate Division. This study was completed on September 19, 2013.

ATTACHMENT A

APPROPRIATION ADJUSTMENT

PINK

BA FORM 03/13

BOARD OF
SUPERVISORS
OFFICIAL COPY

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF PUBLIC LIBRARY

DEPT'S. NO. 461

October 16, 2013

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2013-2014

4 - VOTES

SOURCES

Please see attachment.

USES

Please see attachment.

SOURCES TOTAL: \$ 4,724,000

USES TOTAL: \$ 4,724,000

JUSTIFICATION

To transfer \$2,362,000 from the Public Library Operating Budget (\$1,000,000 from the Committed for Program Expansions and \$1,362,000 from the Services & Supplies Budget) to the Castaic Capital Project (Unit Code 77039) to fund the land purchase expense.

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

Matthew McFadden

AUTHORIZED SIGNATURE ROCHELLE GOFF, MANAGER, CEO

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

1 **NOV 26 2013**

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR ---

☐ ACTION

☒ RECOMMENDATION

AUDITOR-CONTROLLER

B.A. NO. **027**

BY *Karen Shikuma*
Oct 17 20 13

☒ APPROVED AS REQUESTED

☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY *Jojo*
October 17, 2013

COUNTY OF LOS ANGELES
REQUEST FOR APPROPRIATION ADJUSTMENT
FISCAL YEAR 2013-2014

<u>SOURCES</u>		<u>USES</u>	
Public Library B06-3017 Committed for program expansion Decrease obligated fund balance	1,000,000	Public Library B06-PL-6100-41200 Other financing uses Increase appropriation	2,362,000
Public Library B06-PL-2000-41200 Services and Supplies Decrease appropriation	1,362,000		
Public Library Castaic Library Acquis Refurb A01-CP-96-9919-65044-77039 Operating transfer in/capital projects Increase revenue	2,362,000	Public Library Castaic Library Acquis Refurb A01-CP-6006-65044-77039 Capital assets - land Increase appropriation	2,362,000
SOURCE TOTAL	4,724,000	USES TOTAL	4,724,000

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

1

NOV 26 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

BA#027 Karen Shikama 10/17/13

ATTACHMENT B

NOTICE OF INTENTION

**NOTICE OF INTENTION TO EXERCISE
OPTION TO PURCHASE REAL PROPERTY**

NOTICE IS HEREBY GIVEN that it is the intention of the Board of Supervisors of the County of Los Angeles, State of California to exercise an option to purchase the real property consisting of an approximately one acre parcel of land together with a 12,232 square foot building (Portion of Assessor's Parcel Number 2865-030-013) located at 27971 Sloan Canyon Road in the unincorporated community of Castaic, County of Los Angeles, State of California, as legally described on the attached Exhibit A for the sum of Two Million Three Hundred Fifty Thousand Dollars (\$2,350,000) from the Seller, Castaic FCG Properties LLC.

NOTICE IS HEREBY GIVEN that the purchase of real property will be consummated by the Board of Supervisors of the County of Los Angeles, State of California, on the ____ day of November, 2013, at 9:30 a.m. in the Hearing Room of the Board of Supervisors, Room 381, Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California 90012. No obligation will arise against the County and in favor of the Seller with respect to the purchase of the property described herein until the Board of Supervisors approves the purchase on the named consummation date.



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

By _____

Deputy

APPROVED AS TO FORM:

JOHN F. KRATTI
County Counsel

By _____

Deputy

EXHIBIT A

All of Lot 1 of Tract No. 34611, in the Unincorporated Territory of the County of Los Angeles, State of California, as per map recorded in Book 1021 Pages 86 and 87 of Maps, together with that portion of land in the Unincorporated Territory of said County, described in Parcel 1, of Deed recorded July 20, 1972 as Document No. 344, of Official Records, both in the Office of the County Recorder of said County.

EXCEPT therefrom, that portion of said Lot 1, Tract No. 34611, described as follows:

Beginning at the most southerly corner of said Lot 1, said point being on the right of way line for Camino del Valle, variable width, as shown on said Tract No. 34611, a radial bearing to said point bears, North 45° 46' 57" West, as shown on said Tract No. 34611, said right of way being a curve concave to the southeast, having a radius of 900.00 feet;

thence, northeasterly along said right of way curve through a central angle of 2° 50' 03", an arc length of 44.52 feet to the **TRUE POINT OF BEGINNING**;

thence, leaving said right of way, North 44° 53' 52" West 165.34 feet to a tangent curve concave to the northeast having a radius of 113.00 feet;

thence, northwesterly along last said curve, through a central angle of 11° 52' 18" an arc length of 23.41 feet;

thence, North 33° 01' 34" West 27.91 feet; thence, North 48° 04' 48" East 186.05 feet;

thence, South 41° 55' 12" East 62.33 feet; thence, North 48° 04' 48" East 87.96 feet;

thence South 41° 55' 12" East 31.00 feet; thence, North 48° 04' 48" East 2.04 feet;

thence, South 41° 55' 12" East 62.00 feet; thence, South 48° 04' 48" West 59.00 feet;

thence, South 41° 55' 12" East 78.99 feet, to a point on the easterly line of said Lot 1;

thence, along the easterly line of said Lot 1, South 1° 06' 18" East 3.07 feet, to the southeast corner of said Lot 1, said point being a point on the right of way line for said Camino Del Valle;

thence, southwesterly along said right of way line to the **TRUE POINT OF BEGINNING**.

Except therefrom an undivided one-half interest in all oil, gas, asphaltum and minerals and other hydrocarbon substance within or underlying said land at a depth below 500 feet measured vertically from the surface together with the right to explore for, develop and produce such oil, gas. Asphaltum and other hydrocarbon and mineral substances by drilling or other operations conducted from adjoining properties as reserved by Louis Kennedy, a married man in Deed recorded December 1, 1965 as Instrument No. 959, in Book D3131, page 107, Official Records.

Also except therefrom a undivided one-half interest in all oil, gas and other hydrocarbon substances lying within or underlying said land lying below a depth of 500 feet measured vertically from the surface thereof without right of entry upon the surface of said land as reserved by Raymond C. Henning and S. Elizabeth Henning, Husband and Wife in deed recorded June 23, 1971 as Instrument No. 2815, in Book D5099, page 327, Official Records.

The above described land is shown as "Proposed Parcel 2" on Certificate of Compliance No. 102,099, recorded March 18, 2005 as Instrument No. 05-0627679, Official Records.

Legal Description for Existing Site

October 7, 2013 CRC 2769

Page 2 of 2 Pages



ATTACHMENT C

OPTION AGREEMENT

EXHIBIT C

**OPTION AGREEMENT FOR TRANSFER OF REAL PROPERTY BY AND BETWEEN
CASTAIC FCG PROPERTIES, LLC AND THE COUNTY OF LOS ANGELES**

This Option Agreement ("Agreement") is made and entered into this 19th day of June 2012, by and between Castaic FCG Properties, LLC, a Texas Limited Liability Company ("Owner"), and the COUNTY OF LOS ANGELES, a body corporate and politic ("County") (individually, "Party," and collectively, the "Parties").

RECITALS:

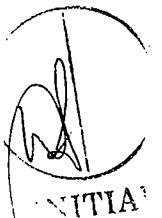
- A. Castaic FCG Properties, LLC is the owner of that certain real property located at 27971 Sloan Canyon Road, Castaic, County of Los Angeles, State of California, as depicted and described in Exhibit "A," attached hereto and incorporated herein by this reference;
- B. Owner and County entered into a lease agreement dated January 15, 2008 ("Lease") for County to use a portion of said real property for a Public Library, Community Rooms, and other lawful purposes ("Property"). Owner and County amended the terms of said Lease through an amendment document ("Amendment No. 1"), dated June 19, 2012;
- C. Said Property used by County is comprised of approximately 1.1 acres of land, an approximately 12,232-square-foot Building (as defined in the Lease), with appurtenant parking, all easements and interests appurtenant thereto, and all intangible property owned or held in connection with the Property, including without limitation, development rights, governmental approvals and land entitlements. Said Property is depicted and described as Parcel "B" in Exhibit "A," attached hereto and incorporated by reference herein; and
- D. County desires to acquire the Property for continuing use as a Public Library, and Owner desires to grant County an option to acquire the Property in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. Option Agreement.

1.1 Option. This Agreement shall constitute an option ("Option") granting County the exclusive right to acquire the Property, subject to the terms and conditions contained herein, for the period set forth herein.

1.2 Option Term. The Option shall be exercisable by County during a term (the "Option Term") commencing on the date of the execution of this Agreement, and terminating on the earlier of: (a) 30 days after the Los Angeles County Board of Supervisors' final approval of the acquisition of the Property, or (b) 18 months after the commencement of Amendment No. 1, dated June 19, 2012, between County and Owner.



1.3 Option Price. In consideration of Owner granting the Option, County agrees to tender the sum of one dollar and 00/100 cents (\$1.00) ("Option Price") to Owner within ten (10) business days of the full execution of this Agreement.

1.4 No Further Encumbrance of Property. Owner hereby agrees that it shall not encumber the Property with any leasehold interest, tenancy or occupancy, other than the Lease, and further agrees not to amend, extend, renew, or permit the holdover of any existing leasehold interests, tenancies or occupancies of the Property, or to cause or acquiesce to any further liens or encumbrances, or otherwise alter the condition of title to the Property, during the Option Term. Owner shall ensure that the Property is unencumbered by any leasehold interest, tenancy or occupancy, upon the commencement of the Lease, and shall maintain the Property in that condition to and until the end of the Option Term or any extension thereof or the Closing (as defined in Section 3 hereof), whichever occurs first.

1.5 Exercise of Option. Upon County's election to exercise this exclusive Option to acquire the Property, the Parties hereto, pursuant to the Government Code and other applicable law, shall effectuate the acquisition of the Property in accordance with the terms and conditions of this Agreement.

1.6 Purchase Price. Upon County's exercise of its Option, the purchase price ("Purchase Price") for the Property shall be two million three hundred fifty thousand dollars and 00/100 cents (\$2,350,000.00), plus the final amount of the Tenant Improvement Allowance (as defined in the Lease), if unpaid, provided to County by Owner under the Lease.

1.7 Contingencies. County's exercise of its Option is subject to the following conditions:

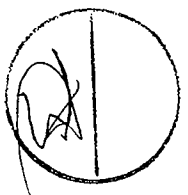
1.7.1 Approval of this Agreement by the Los Angeles County Board of Supervisors ("Board of Supervisors");

1.7.2 The Board of Supervisors adopting a resolution of notice of intention to purchase the property; and

1.7.3 The Board of Supervisors approving the purchase of the Property.

1.7.4 Owner obtaining mutually acceptable subdivision of the Property from the rest of Owner's adjacent property, as depicted in Exhibit "A," in accordance with Los Angeles County Regional Planning Department requirements.

1.8 Manner of Exercise of Option. Provided County is not in material default hereunder or in material default under the Lease, County may notify Owner of its intent to exercise its Option to acquire the Property by delivering written notice from County's Chief Executive Office ("CEO"), pursuant to Section 6 hereof, to Owner prior to the expiration of the Option Term. The Parties acknowledge that the actual exercise of the Option may be authorized only by the Board of Supervisors, and therefore, the actual exercise of the Option may occur after the expiration of the Option Term, so long as notice provided by the CEO, pursuant



to this section, is provided during the Option term.

- 1.9 Voluntary Termination. County may terminate this Agreement, by written notice to Owner, prior to the expiration of the Option Term if it determines, in its sole discretion, that the Property is not suitable for County's intended or contemplated use. Upon such notice, the Option and Option Term shall terminate and all rights of County in said Property, other than those provided in the Lease, shall be extinguished.

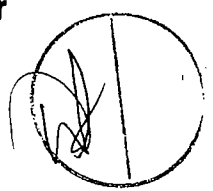
2. Condition of Property.

2.1 "As Is" Purchase. County acknowledges that the Property is being purchased "as is," solely in reliance on County's own investigation of the property and the improvements thereon and that no representations or warranties of any kind whatsoever, expressed or implied, have been made with respect to the Property by Owner. However, Owner shall bear sole responsibility for the removal and remediation of any and all contaminated materials, toxic or hazardous substances, and asbestos, if any, discovered before or after execution of the Option, on the Property, pursuant to the terms of this Agreement.

3. Transfer of Property Interest.

3.1 Escrow. Upon County's exercise of its Option, the Parties shall open an escrow ("Escrow") with Chicago Title Company, 700 South Flower Street, Suite 800, Los Angeles, California 90017, Attention: Ms. Cheryl Young, ("Escrow Holder"), and this Option shall constitute the basic escrow instructions for the purpose of consummating the transaction contemplated by this Agreement.

3.1.1 Escrow Holder is authorized to: (i) pay, and charge Owner, for any delinquent taxes, penalties and interest thereon, and for any delinquent or non-delinquent assessments or bonds against the Property through the date of Closing as defined herein, except those on which title is to be taken subject to and in accordance with the terms of this Agreement (ii) pay, and charge Owner, for any amounts necessary to place the title in the condition necessary to enable conveyance pursuant to this Agreement; excluding title insurance, documentary transfer tax (if necessary), and escrow fees; (iii) pay and charge County for all of the fees and expenses associated with escrow, including but not limited to title/escrow fees; (iv) prorate all real property taxes which constitute a lien on the Property and/or unpaid as of the close of Escrow according to the formula adopted by the Los Angeles County Assessor's Office and deduct Owner's portion from its proceeds hereunder. The tax amount withheld by the Escrow Holder, if any, shall be made payable to County Auditor-Controller's Office and remitted thereto following the Closing. Any taxes which have been prepaid by Owner shall not be prorated, but Owner shall have the sole right after Closing, to apply to the Los Angeles County Treasurer for



refund of the taxes attributable to the period after acquisition pursuant to California Revenue and Taxation Code Section 5096.7; and (v) when conditions of Escrow have been fulfilled by Owner and County: (a) record documents of conveyance; (b) disburse the Purchase Price to Owner, less its prorations and expenses; (c) deliver copies of the Escrow closing statements to both parties; and (d) deliver any items or documents given to Escrow Holder to hold for both parties.

3.2 Execution of Additional Escrow Documents. The parties shall execute and deliver to Escrow Holder, within two (2) 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.

3.3 Form of Grant Deed. Fee simple absolute title to the Property shall be conveyed by Owner to County by a grant deed substantially similar to the form attached hereto as Exhibit "B," attached hereto and incorporated herein by this reference (the "Grant Deed"), subject to only matters approved in writing by County pursuant to Section 3.4 of this Agreement.

3.4 Condition of Title to Transfer Property. Owner shall cause the conveyance of good and marketable fee simple absolute title to the Property to County, as evidenced by a C.L.T.A. Standard Coverage Form Policy of Title Insurance ("Title Policy"), issued by Chicago Title Company (the "Title Company"), 700 South Flower Street, Suite 800, Los Angeles, California 90017, in an amount equal to the value of the Purchase Price. The Title Policy shall show as exceptions only matters approved in writing by County. The warranties of title are intended to survive the Closing. Prior to the Closing, Owner shall use reasonable efforts to remove from title any items disapproved by County. If any item so disapproved cannot be removed, said item may be eliminated by any feasible method that is acceptable to County. If County does not approve a method of removing any disapproved exception for any reason, County, as its sole and exclusive remedy, may: (a) waive this condition and proceed with this transaction, or (b) terminate this Agreement and neither party shall have any further liability to the other hereunder.

3.4 County's Conditions to Closing. County's obligation to consummate the transaction contemplated by this Agreement is conditioned upon: (a) Owner's delivery of the Grant Deed to Escrow Holder; (b) Owner's representations, warranties and covenants (as set forth herein) being true and correct as of Closing; and (c) Title Company's irrevocable commitment to issue the Title Policy. Upon non-satisfaction of any one of the above conditions, County shall allow Owner an opportunity to cure by any reasonable method; if Owner fails to cure, County may, in writing, terminate this Agreement, and thereafter the parties shall have no further obligations pursuant to this Agreement. If County does not object to Owner's non-satisfaction of said conditions, they shall be deemed



satisfied as of Closing.

3.5 Owner's Conditions to Closing. Owner's obligation to consummate the transaction contemplated by this Agreement is conditioned upon: (a) the Board of Supervisors adopting a Resolution of Notice of Intention to Purchase the Property; (b) the Board of Supervisors approving the purchase of the Property; (c) County's deposit of the Purchase Price into Escrow no later than ten (10) business days after approval of the purchase by the Board of Supervisors; (d) County's representations, warranties and covenants (as set forth herein) being true and correct as of the Closing. At County's election, County may seek from County's Board of Supervisors, a Resolution of Necessity, pursuant to California Code of Civil Procedures, Section 1245.210, et seq. to purchase the Property for the Purchase Price of \$2,350,000 plus the full amount of the provided Tenant Improvement Allowance, as set forth under Section 1.6 of this Agreement. Upon non-satisfaction of any one of the above conditions, Owner shall allow County a reasonable opportunity to cure by any reasonable method; If County fails to cure, Owner may, in writing, terminate this Agreement, and thereafter the parties shall have no further obligations pursuant to this Agreement. If Owner does not object to County's non-satisfaction of said conditions, they shall be deemed satisfied as of Closing.

3.6 Loss by Fire or Other Casualty. Owner shall maintain fire and casualty insurance on the Property in full force, in addition to any other insurance requirements called for in the Lease until Closing. In the event that, prior to Closing, the Property or any part thereof, is destroyed or damaged, County, at its option, may elect to terminate this Agreement, and thereafter, neither party shall have any further obligations pursuant to this Agreement. If County elects to accept the Property in its damaged condition, all proceeds of insurance paid or payable to Owner by reason of such damage or destruction shall be paid or assigned to County.

3.7 Closing. For purposes of this Agreement, the "Closing" shall be defined as the recordation of the grant deed in the official records of the Los Angeles County Registrar-Recorder/County Clerk. The parties shall effect the Closing within thirty (30) days following County's exercise of its Option. The Parties may agree in writing to extend the Closing beyond that date, if such an extension appears to either party to be necessary.

4. Possession.

4.1 County's Possession. County shall be entitled to full and absolute possession of the Property as of the Closing. Owner shall provide County with any means necessary to operate any locks and alarms associated with securing the improvements on the Property.

5. Owner Responsibilities and Covenants Running With the Land.

5.1. Owner shall provide all utilities, including exterior lighting (building and



arking), and shall separately meter fire/life safety systems at Owner's sole cost, no later than 30 days prior to the separation of Parcel "B" from Parcel "A," as depicted and described in Exhibit "A," upon County exercising its Option to purchase the Property (i.e., Parcel "B").

5.2. Owner shall replace at its sole cost the sewer line for Parcel B, and such replacement work shall meet the requirements of the Los Angeles County Regional Planning and Public Works departments, and the Los Angeles County Sanitation District . (as referenced in the Covenant and Restrictions).

5.3. Owner shall repair all retaining walls and concrete pads that are damaged, flexing or showing water penetration no later than 30 days prior to the execution of the Lease and this Agreement.

5.4. Owner shall terminate all property management agreements, listing agreements and maintenance agreements relating to the Property prior to Closing.

5.5. Owner agrees to deliver the Property in a vacant condition, without any tenancy rights encumbering it, other than the Lease, upon the Closing.

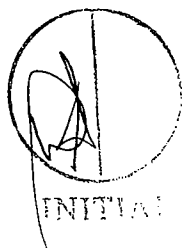
5.6. Owner agrees to enter into a covenant that the owner of Parcel A ("Parcel Owner A") shall, at Parcel Owner A's cost, to maintain, repair, clean, supervise, service, including curbs, drainage, sprinkler systems and all vegetation within existing landscaping, and shall not reduce the amount or size of existing landscaping on Parcels A, B, and C on Exhibit A, as said landscaping is approved by the Los Angeles County Regional Planning Department at the time the original Tract Map is recorded. Said covenant shall survive after Closing and shall run with the land. Owner shall record said covenant with the Registrar/Record of Los Angeles County.

5.7. Owner's failure to comply with any provisions in this Section 5 shall constitute a material breach of this Agreement.

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

With a Copy to: County of Los Angeles, Office of County Counsel



Room 653 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012
Attention: Property Division

To Owner: Castaic FCG Properties LLC
Attn: David Schaeffer, Mgr.
103 NW 3rd Street
Dimmitt, Texas 79027

With a Copy to: BRAD Management
Attention: Jerry Wise
12100 Olympic Boulevard #350, Suite 350
Los Angeles, California 90064

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.

7. Brokers. Owner represents and warrants to County that no broker has been engaged in connection with the transaction contemplated by this Agreement.

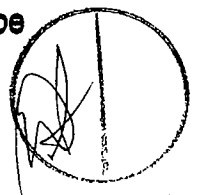
8. Representations and Warranties of the Parties. In consideration for entering into this Agreement and as an inducement to the transaction contemplated herein, each of the Parties makes the following representations and warranties, each of which is material and is being relied upon by the other, and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

8.1 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.

8.2 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 Closing, all such necessary action will have been taken to authorize the consummation of the transactions contemplated by this Agreement. By 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.

8.3 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.

8.4 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.

9. Indemnification.

9.1. County shall defend, indemnify, and hold harmless Owner from and against any and all liabilities, damages, claims, costs and expenses (including without limitation attorneys' fees, legal expenses and consultants' fees) arising from the negligence or willful misconduct of County or its officers, employees or agents relating to the performance of its obligations under the terms of this Agreement.

9.2. Owner shall defend, indemnify, and hold harmless County and County's Special Districts, elected and appointed officers, agents and employees from and against any and all liabilities, damages, claims, costs and expenses (including without limitation attorneys' fees, legal expenses and consultants' fees) arising from the negligence or willful misconduct of Owner or its officers, employees or agents relating to the performance of its obligations under the terms of this Agreement.

9.3 The indemnity provided each party by this Section 9 shall survive the Closing.

10. General Provisions.

10.1 Delegation of Authority. Except as otherwise provided herein, County 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.

10.2 Survival of Covenants. The covenants, agreements, representations and warranties made in this Agreement are intended to survive the Closing and recordation and delivery of the Grant Deed.

10.3 Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the transaction contemplated hereby and no addition or modification of any term or provision shall be effective unless set forth in writing, signed by both Owner and County.

10.4 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.

10.5 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.

10.6 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.

10.7 Captions. The section and paragraph numbers and captions 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 or paragraphs of this Agreement nor in any way affect this Agreement.

10.8 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.

10.9 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.

10.10 Binding Effect. The provisions of this Agreement shall be binding upon the parties hereto and their respective successors-in-interest.

10.11 No Presumption Regarding 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 that 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.

10.12 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, County, by order of its Board of Supervisors, has executed this Agreement or caused it to be subscribed by its Chair and the seal of the Board to be hereto affixed and attested by the Chief Executive Office thereof, and Castaic FCG Properties, LLC has caused this Agreement to be subscribed in its behalf by its duly authorized signatory the day, month, and year first above written.

Castaic FCG Properties, LLC

By: _____

David Schaeffer

Its: _____

Manager

ATTEST:

COUNTY OF LOS ANGELES

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

By: _____

Deputy

By: _____

Chairman, Board of Supervisors

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By: _____

Deputy



27971 Option Agreement

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

8

JUN 19 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

EXHIBIT LIST

Exhibit "A" Legal Description

Exhibit "B" Grant Deed Form

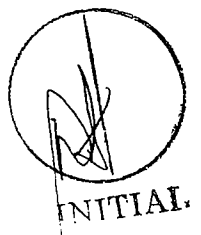


EXHIBIT "A"

LEGAL DESCRIPTION

LOT 1

Being a portion of land in the Unincorporated Territory of the County of Los Angeles, State of California, within the Lot 1, Tract No. 34611, as per map recorded in Book 1021, pages 86 and 87, of Maps, in the Office of the County Recorder of said County, described as follows:

Commencing at the northeast corner of said Lot 1;

thence, along the northerly line of said Lot 1, North $89^{\circ} 58' 38''$ West 251.67 feet;

thence, leaving said northerly line, South $0^{\circ} 01' 22''$ West 80.64 feet to the **TRUE POINT OF BEGINNING**;

thence, South $68^{\circ} 02' 30''$ East 15.39 feet;

thence, North $20^{\circ} 42' 47''$ East 2.54 feet;

thence, South $60^{\circ} 56' 20''$ East 14.39 feet, to a point hereinafter referred to as POINT "A";

thence, continuing along a prolongation of last said course, South $60^{\circ} 56' 20''$ East 13.75 feet;

thence, South $22^{\circ} 12' 25''$ West 22.44 feet to a tangent curve, concave to the northeast, having a radius of 4.00 feet;

thence, southerly and southeasterly along last mentioned curve, through a central angle of $90^{\circ} 42' 02''$ an arc length of 6.33 feet, to a tangent line;

thence, leaving last said curve along said tangent line, South $68^{\circ} 29' 37''$ East 14.53 feet;



thence, South 22° 10' 42" West 234.85 feet;

thence, North 68° 12' 49" West 17.50 feet, to a tangent curve, concave to the south, having a radius of 3.50 feet;

thence, northwesterly, westerly and southwesterly along last mentioned curve, through a central angle of 91° 05' 52" an arc length of 5.56 feet, to a tangent line;

thence, leaving last said curve along said tangent line, South 22° 10' 58" West 17.27 feet;

thence, North 68° 12' 26" West 18.90 feet;

thence, South 82° 07' 50" West 26.83 feet, to a point hereinafter referred to as POINT "B";

thence, continuing along a prolongation of last said course, South 82° 07' 50" West 13.04 feet;

thence, North 10° 23' 00" West 18.64 feet, to a tangent curve, concave to the southwest, having a radius of 5.00 feet;

thence, northerly and northwesterly along last mentioned curve, through a central angle of 52° 25' 36" an arc length of 4.58 feet, to a tangent line;

thence, leaving last said curve along said tangent line, North 62° 48' 35" West 7.39 feet;

thence, North 68° 09' 57" West 25.56 feet;

thence, South 84° 55' 07" West 2.82 feet;

thence, North 67° 58' 53" West 34.04 feet;

thence, North 21° 44' 59" East 8.07 feet, to a point on a non-tangent curve, concave to the northeast, having a radius of 22.00 feet, a radial bearing to said point bears, South 23° 56' 07" West ;

thence, northwesterly, northerly and northeasterly along last mentioned curve, through a central angle of 89° 43' 45" an arc length of 34.45 feet, to a tangent line;

thence, leaving last said curve along said tangent line, North 22° 33' 15" East 51.60 feet;
thence, South 66° 56' 04" East 20.19 feet;
thence, North 22° 16' 20" East 31.86 feet;
thence, South 66° 58' 45" East 4.01 feet;
thence, North 22° 06' 06" East 74.66 feet;
thence, North 20° 17' 51" West 7.52 feet;
thence, North 22° 16' 09" East 49.17 feet;
thence, South 67° 58' 04" East 47.87 feet;
thence, North 22° 49' 18" East 12.05 feet;
thence, South 67° 59' 56" East 49.64 feet;
thence, North 22° 25' 37" East 30.38 feet, to the **TRUE POINT OF BEGINNING.**



New Lot 1 Description
The area of this description is 42,208.0 s.f. (0.96 acres)
CRC 2769
March 6, 2012
This Legal Description contains 3 Pages

INITIAL

EXHIBIT "A"

LEGAL DESCRIPTION

INGRESS and EGRESS EASEMENT for LOT 1

Being a 26.00 foot wide easement to the County of Los Angeles, State of California for Ingress and Egress purposes lying across a portion of land in the Unincorporated Territory of the County of Los Angeles, State of California, within a portion of the Northwest Quarter of Section 25, T5N, R17W, SBM and within Lot 1, Tract No. 34611, as per map recorded in Book 1021, pages 86 and 87, of Maps, in the Office of the County Recorder of said County, the centerlines are described as follows:

Beginning at the point described hereinbefore as **POINT "A"**;

thence, North 22° 12' 25" East 0.56 feet, to a tangent curve, concave to the southeast, having a radius of 68.00 feet;

thence, northeasterly along last mentioned curve, through a central angle of 37° 30' 37" an arc length of 44.52 feet, to a tangent line;

thence, leaving last said curve along said tangent line, North 59° 40' 00" East 67.63 feet, to a tangent curve, concave to the south, having a radius of 55.00 feet;

thence, northeasterly and easterly along last mentioned curve, through a central angle of 30° 21' 23" an arc length of 29.14 feet, to a tangent line;

thence, leaving last said curve along said tangent line, South 89° 58' 38" East 129.96 feet, to a point on the southwesterly Right of Way line of The Old Road, 80.00 foot wide, as shown on said Tract No. 34611. Said Right of Way line being a non-tangent curve, concave to the northeast, having a radius of 840.00 feet, a radial bearing to said point bears, South 62° 19' 38" West.

TOGETHER with that strip of land described as follows:

Beginning at the point described hereinbefore as **POINT "B"**;

said point being the northerly terminus of a non-tangent curve, concave to the northeast, having a radius of 33.00 feet, a radial bearing to said point bears South 77° 24' 18" West;

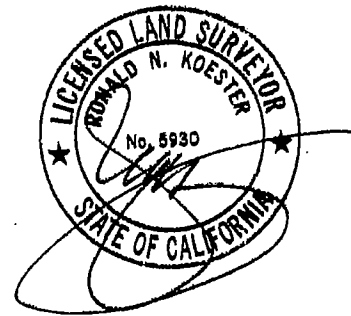
thence, southerly and southeasterly along last mentioned curve, through a central angle of $20^{\circ} 25' 59''$ an arc length of 11.77 feet, to a tangent line;

thence, leaving last said curve along said tangent line, South $33^{\circ} 01' 41''$ East 121.54 feet, to a tangent curve, concave to the northeast, having a radius of 112.00 feet;

thence, southeasterly along last mentioned curve, through a central angle of $11^{\circ} 52' 14''$ an arc length of 23.20 feet, to a tangent line;

thence, leaving last said curve along said tangent line, South $44^{\circ} 53' 55''$ East 165.45 feet, to a point on the northwesterly Right of Way line of Sloan Canyon Road, variable width, shown as Camino del Valle on said Tract No. 34611. Said Right of Way line being a non-tangent curve, concave to the southeast, having a radius of 900.00 feet, a radial bearing to said point bears, North $42^{\circ} 58' 49''$ West.

The sidelines of said 26.00 foot wide strips shall be lengthened or shortened so as to terminate upon proposed Lot 1 and the southwesterly right of way line of The Old Road, and the northwesterly right of way line of Sloan Canyon Road, shown as Camino del Valle on said Tract No. 34611.



Ingress and Egress Easement for Lot 1 Description
CRC 2769
March 16, 2012
This Legal Description contains 2 Pages

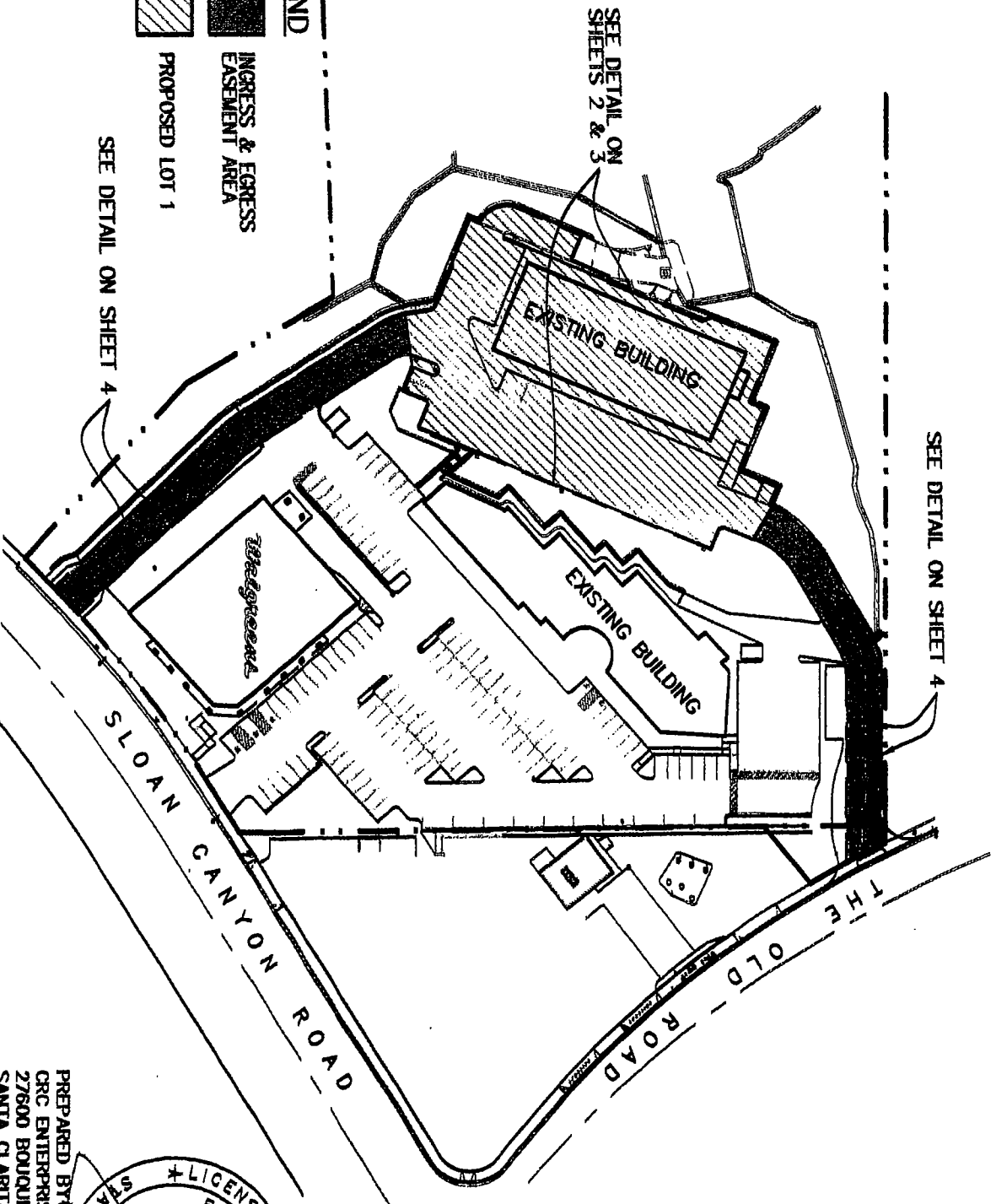
A circular stamp containing handwritten initials. Below the circle, the word "INITIAL" is printed.

INITIAL

EXHIBIT "B" - KEY MAP

NOT TO SCALE

SHEET 1 OF 4 SHEETS



LEGEND

INGRESS & EGRESS
EASEMENT AREA

PROPOSED LOT 1

SEE DETAIL ON SHEET 4

PREPARED BY
CRC ENTERPRISES
27600 BOUQUET CYN RD. # 200
SANTA CLARITA, CA. 91350

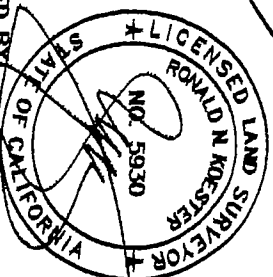


EXHIBIT "B"

NOT TO SCALE

SHEET 2 OF 4 SHEETS



LEGEND

- RI TRACT 34611 M.B. 1021
- PAGES 86/87
- POC POINT OF COMMENCEMENT
- TPOB TRUE POINT OF BEGINNING
- AREA LIGHT

COURSE TABLE		
NO.	BEARING	DIST.
D1	S68°02'30"E	15.39'
D2	N20°42'47"E	2.54'
D3	S60°56'20"E	28.14'
D4	S22°12'25"W	22.44'
D5	S68°29'37"E	14.53'
D6	S67°49'18"E	1.58'
D7	N201°75'1"W	7.52'
D8	N22°49'18"E	12.05'
D9	N22°25'37"E	30.38'

MATCH
SEE

CURVE TABLE			
NO.	DELTA	R	L
C1	90°42'02"	4.00'	6.33'

CENTERLINE OF 26' WIDE INGRESS
AND EGRESS EASEMENT. SEE
SHEET 4.

SEE SHEET

PREPARED BY
CRC ENTERPRISES
27600 BOULEVARD CN RD. # 200
SANTA CLARITA, CA 91350

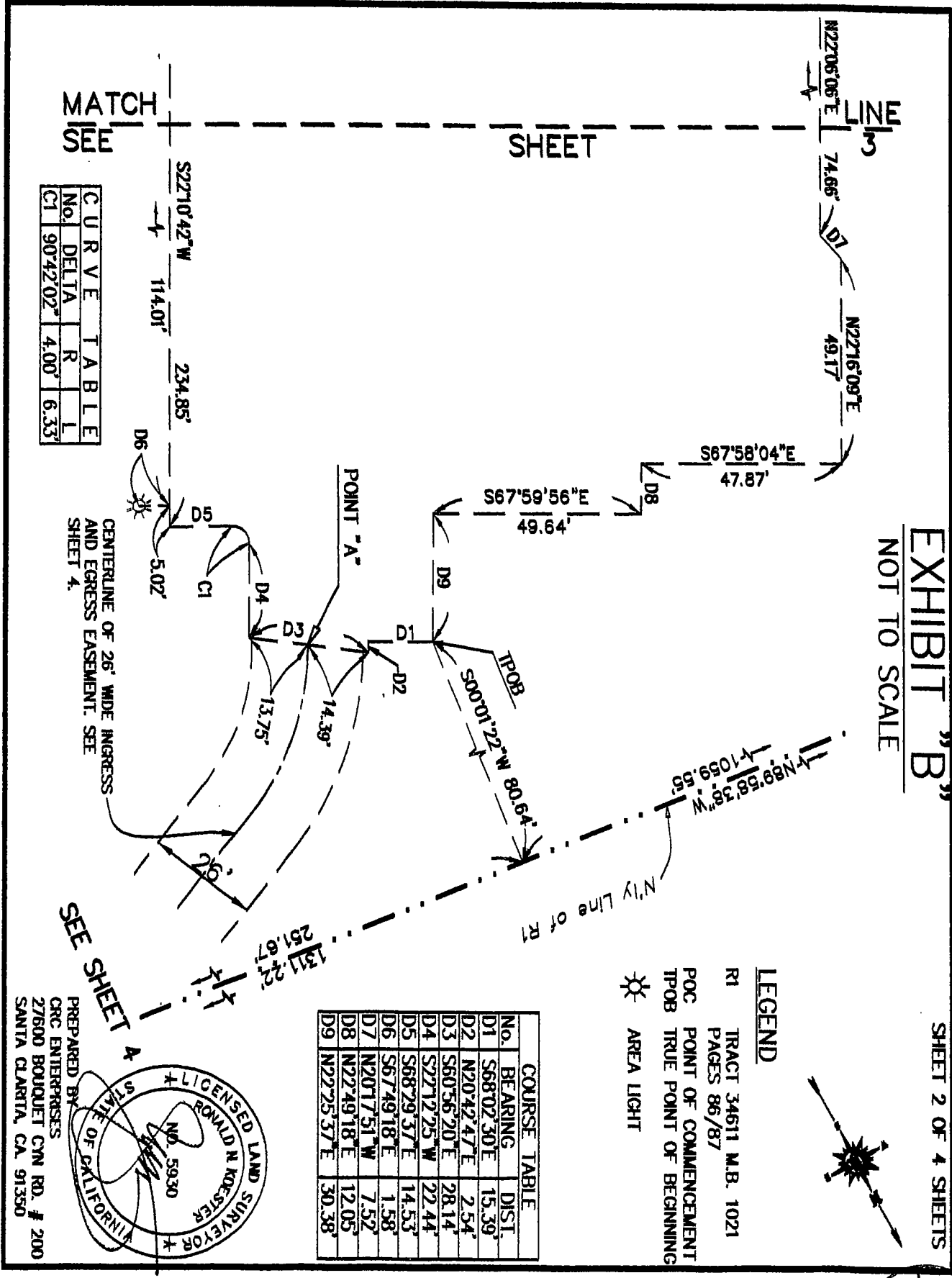
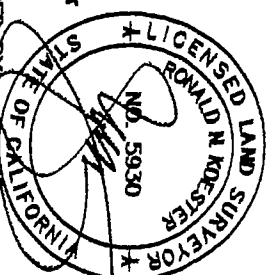
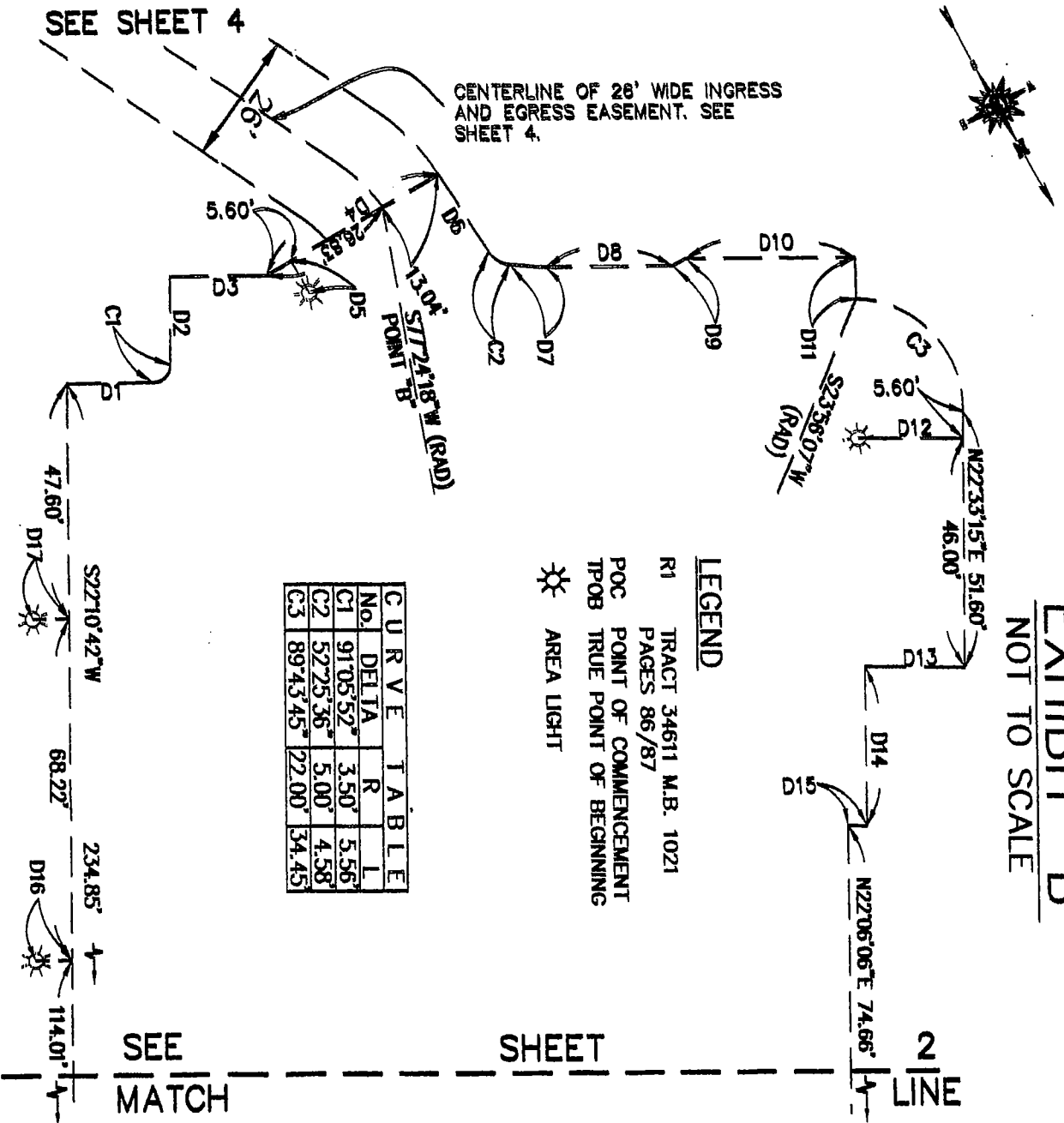


EXHIBIT "B"

NOT TO SCALE

SHEET 3 OF 4 SHEETS



LEGEND

- R1 TRACT 34611 M.B. 1021
- PAGES 86/87
- POC POINT OF COMMENCEMENT
- TPOB TRUE POINT OF BEGINNING
- AREA LIGHT

C U R V E T A B L E			
No.	DELTA	R	L
C1	91°05'52"	3.50'	5.56'
C2	52°25'36"	5.00'	4.58'
C3	89°43'45"	22.00'	34.45'

COURSE TABLE		
No.	BEARING	DIST.
D1	N68°12'49"W	17.50'
D2	S22°10'58"W	17.22'
D3	N68°12'26"W	18.90'
D4	S82°07'50"W	39.87'
D5	N7°52'10"W	3.31'
D6	N10°23'00"W	18.64'
D7	N62°48'35"W	7.39'
D8	N68°09'57"W	25.56'
D9	S84°55'07"W	2.82'
D10	N67°58'53"W	34.04'
D11	N21°44'59"E	8.07'
D12	S67°26'45"E	21.16'
D13	S66°56'04"E	20.19'
D14	N22°16'20"E	31.86'
D15	S66°58'45"E	4.01'
D16	S67°49'18"E	2.12'
D17	S67°49'18"E	2.56'

PREPARED BY
CRC ENTERPRISES
27600 BOUQUET CYN RD. # 200
SANTA CLARITA, CA 91350

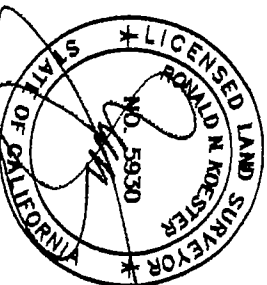


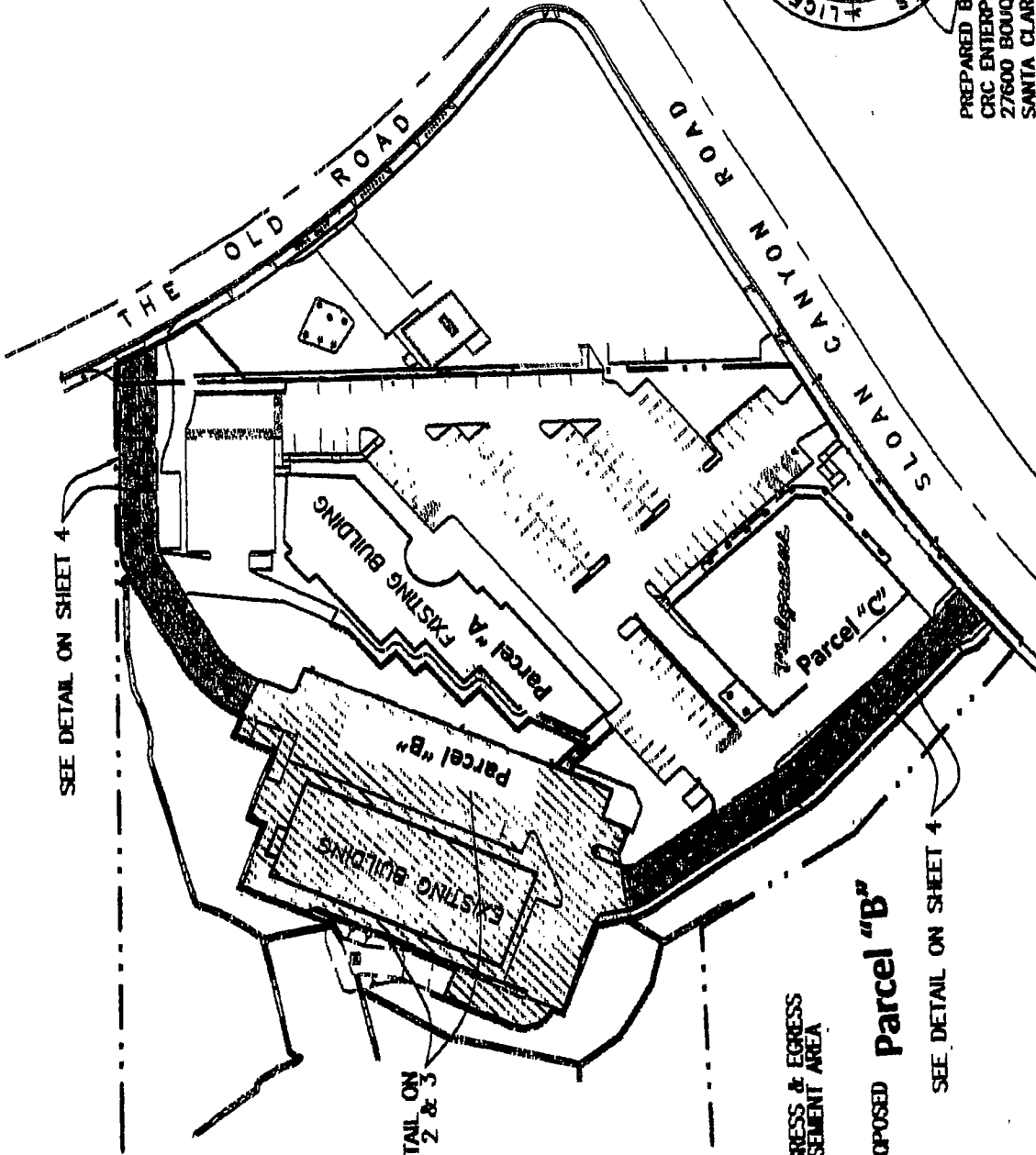
EXHIBIT "B" - KEY MAP

NOT TO SCALE



SEE DETAIL ON SHEET 4

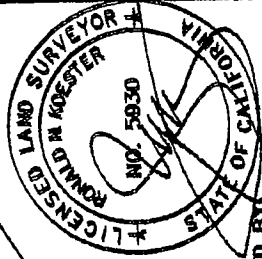
SEE DETAIL ON SHEETS 2 & 3



LEGEND

INGRESS & EGRESS
EASEMENT AREA

PROPOSED
parcel "B"



PREPARED BY
CRC ENTERPRISES
27600 BOUQUET CYN RD. # 200
SANTA CLARITA, CA. 91350

INITIAL

EXHIBIT "B"
GRANT DEED

**RECORDING REQUESTED BY
COUNTY OF LOS ANGELES**

WHEN RECORDED MAIL TO:

County of Los Angeles
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Director of Real Estate

Space above this line for Recorder's use

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

ASSESSOR'S IDENTIFICATION NUMBER
2885 030 012/2865 030 013

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

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Castaic FCG Properties LLC., a Texas Limited Liability Company, (hereinafter called "Grantor") does hereby grant to the COUNTY OF LOS ANGELES, (hereinafter called "County") a body corporate and politic, all of the Grantor's rights, title and interests to that certain real property in the County of Los Angeles, State of California, legally described in Exhibit "A", attached hereto and incorporated herein by this reference.

SUBJECT TO:

1. All taxes, penalties and assessments of record, if any.
2. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way, if any.

Dated _____

GRANTOR:

By _____
Its _____

