

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

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DON KNABE Fourth District

MICHAEL D. ANTONOVICH

May 20, 2014

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

#31

May 20, 2014

Sachi a. Hamae SACHI A. HAMAI EXECUTIVE OFFICER

SET: June 24, 2014 @ 9:30 a.m.

Dear Supervisors:

DEPARTMENT OF PARKS AND RECREATION:
APPROVE THE VASQUEZ ROCKS NATURAL AREA
ADDITION ACQUISITION PROJECT
AT 32820 DEERGLEN LANE, UNINCORPORATED AGUA DULCE
PORTION OF ASSESSOR PARCEL NUMBER 3212-006-020
AND APPROVE APPROPRIATION ADJUSTMENT
CAPITAL PROJECT NO. 70005
(FIFTH DISTRICT)
(4 VOTES)

SUBJECT

Approval of the recommended actions will allow the County of Los Angeles to acquire a title to approximately 32 acres of unimproved land adjacent to the Vasquez Rocks Natural Area, and to concurrently convey an access and maintenance easement over a portion of such property; and approve an appropriation adjustment to fund the acquisition.

IT IS RECOMMENDED THAT THE BOARD:

- 1. Find the proposed Vasquez Rocks Natural Area Addition Acquisition Project categorically exempt from the California Environmental Quality Act according to Section 15325(f) of the State California Environmental Quality Act Guidelines, and Class 25(a) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, because the proposed Project consists of acquisition and transfer of land to preserve open space or lands for park purposes.
- 2. Approve the proposed Vasquez Rocks Natural Area Addition Acquisition Project, Capital Project No. 70005, and Project budget in the amount of \$702,000.

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- 3. Approve the appropriation adjustment to transfer \$479,000 of Excess Funds available to the Fifth Supervisorial District, pursuant to the Los Angeles County Safe Neighborhood Parks Proposition of 1996, and appropriate \$200,000 for a State of California Habitat Conservation Fund Grant, to fully fund the proposed acquisition, Capital Project No. 70005.
- 4. Approve the Notice of Intention to acquire a 32 acre parcel of unimproved real property from Irving H. Blank and Ronaye Boyle, as Co-Trustees of the Irving H. Blank and Ronaye Boyle Family Trust, located at 32820 Deerglen Lane in Unincorporated Agua Dulce for the purchase price of \$675,000.
- 5. Instruct the Executive Officer of the Board of Supervisors to publish the Notice of Intention in accordance with Government Code Section 6063.
- 6. Find that the property described in the Notice of Intention is needed for public purpose and set the date for a Public Hearing to receive comments and consummate the proposed transaction.

AFTER THE PUBLIC HEARING, IT IS RECOMMENDED THAT THE BOARD:

- 7. Order the purchase consummated in accordance with Government Code Sections 25350 and 25353. Approve and instruct the Chairman of the Board to sign the Sale and Purchase Agreement for the Purchase of Real Property with the sellers, Irving H. Blank and Ronaye Boyle, as Co-Trustees of the Irving H. Blank and Ronaye Boyle Family Trust to acquire the subject property.
- 8. Approve and instruct the Chairman of the Board of Supervisors to sign the Sale and Purchase Agreement with the owners, Irving H. Blank and Ronaye Boyle, as Co-Trustees of the Irving H. Blank and Ronaye Boyle Family Trust to acquire the approximately 32 acres of unimproved land, a portion of Assessor's Parcel Number 3212-006-020.
- 9. Find that the proposed access and maintenance easement, as shown on the map and legally described in the easement deed, is not required for use by the County of Los Angeles nor does it interfere with any County uses, and is surplus to any immediate or foreseeable County need.
- 10. Approve the grant of an easement to Irving H. Blank and Ronaye Boyle, as Co-Trustees of the Irving H. Blank and Ronaye Boyle Family Trust, over a portion of the property for access and maintenance purposes, and instruct the Chairman of the Board of Supervisors to execute the easement deed.
- 11. Authorize the Chief Executive Office, Real Estate Division to manage escrow and execute any documentation necessary to complete the transfer of title and to accept the deed conveying title to the County of Los Angeles.
- 12. Request the Assessor to remove the Property as defined below from the tax roll effective upon transfer of title.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended actions will allow the County of Los Angeles (County) to acquire a fee title to approximately 32 acres of unimproved land (Property), which is a portion of Assessor's Parcel Number 3212-006-020 and located adjacent to the Vasquez Rocks Natural Area at 32820 Deerglen Lane, in unincorporated Agua Dulce. The current owners of the Property, Irving H. Blank and Ronaye Boyle, as Co-Trustees of the Irving H. Blank and Ronaye Boyle Family Trust (Trust), have

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agreed to sell the Property to the County for a total amount of \$675,000.

The Property includes two blue line streams, two pristine canyons, riparian habitat, and a wildlife corridor for a number of species, including mountain lion, mule deer, and bobcats. The acquisition of the Property will expand the northern boundary of Vasquez Rocks Natural Area, and preserve open space for public nature education.

Acquisition of the Property will include a portion of the Trust's driveway improvements (Improvements) comprised of a small entrance gate and decorative rock wall; however, the residential building located on the Property will continue to be owned by the Trust. To eliminate any potential County liability and associated costs, and to indemnify the County from any damages from the Trust's maintenance and operation of the gate and wall, the County will grant an easement (Easement) to the Trust to provide access to maintain improvements at sole cost to the Trust. Acquisition of the Property and grant of the Easement are referred to collectively herein as the "Project."

Implementation of Strategic Plan Goals

The recommended actions support the County's Strategic Plan of Operational Effectiveness (Goal 1) by transferring ownership of a property to the County to be preserved for park purposes.

FISCAL IMPACT/FINANCING

The estimated total Project cost is \$702,000, which includes the acquisition of the Property plus associated costs. The proposed Project is funded with \$479,000 in County Excess Funds available to the Fifth Supervisorial District, pursuant to the Los Angeles County Safe Neighborhood Parks Proposition of 1996 (Prop A), \$200,000 from a State of California Habitat Conservation Fund (HCF) Grant, and \$23,000 of Fifth District net County cost.

Approval of the appropriation adjustment (Attachment IV) will authorize the transfer of Prop A funds, in the amount of \$479,000, from the Various 5th District Park Improvements Capital Project Budget, Capital Project No. 77112; and appropriate State revenue in the amount of \$200,000 for HCF Grant funds to make sufficient appropriation available in the Fiscal Year 2013-14 Capital Projects Budget for the acquisition and its associated costs.

Operating Budget Impact

The Department of Parks and Recreation (Department) anticipates one-time costs of approximately \$65,000 for security and perimeter fencing, signage, and maintenance equipment; and ongoing costs of approximately \$10,000 for maintenance and supplies. The Department will work with the Chief Executive Office (CEO) to determine the appropriate level of funding, and submit a New Facilities request in the fiscal year the acquisition is complete.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The acquisition of the Property by the County is authorized by Section 25353 of the California Government Code, which allows the County to purchase real property necessary for use by the County for public pleasure grounds, public parks, botanical gardens, and other public purposes.

As required by Government Code Section 65402 and 54222, notification of the proposed transfer was submitted to the County's Department of Regional Planning, which has jurisdiction for

The Honorable Board of Supervisors 5/20/2014 Page 4

determining conformance with the adopted general plan. No objection to this acquisition was received within the 40 days after the notification was provided.

The conveyance of the Easement is authorized by Government Code Section 25526.7, which allows the conveyance of real property interests and rights, which do not interfere with County or other public purposes. Notification of the Board's intended action has been published in compliance with Government Code Section 6063.

Proposition A requires that agencies to which funds were allocated under the Safe Neighborhood Parks Propositions of 1992 and 1996 encumber all such funds prior to receiving grants of Excess Funds. The Department has met this requirement. In addition, projects funded with Proposition A require a Youth Employment Plan (YEP); however, a YEP is not applicable for the proposed Project since it is an acquisition project.

In accordance with the requirements of HCF for acquisition projects, a grant agreement will not be executed until a letter or other document from the escrow company is provided stating that escrow is open or will open within sixty days. Upon Board approval, the required documents will be sent to the funding agency in order to finalize the grant agreement.

The option of fair market value of the Property has been determined to be \$675,000, established by an appraisal from CEO, Real Estate Division's staff appraiser and validated by an independent outside review appraisal to satisfy State funding requirements. The County will acquire the Property from the Trust for a total purchase price of \$675,000, pursuant to the terms and conditions of the attached Sale and Purchase Agreement (Attachment I), plus the cost of escrow fees and the cost of a title insurance policy, which collectively amount to \$3,370.

The Property survey, preliminary title work, and appraisal review were completed by a Board-approved as-needed consultant, Atkins International, at a cost of \$22,549. The preliminary title report revealed no claims or encumbrances which would significantly affect or impair the Property's title. Additionally, a Phase I Environmental Site Assessment did not identify any Recognized Environmental Conditions with regard to the Property.

The Notice of Intention (Attachment III) to Purchase the property from the property owners, Irving H. Blank and Ronaye Boyle, as Co-Trustees of the Irving H. Blank and Ronaye Boyle Family Trust, is attached for approval.

The Department has reviewed and concurs with the appraisal, validation of appraisal, survey, preliminary title work, and Phase I Environmental Site Assessment. County Counsel has reviewed the Sale and Purchase Agreement, Grant Deed, and Easement Deed (Attachment II) related to the acquisition of the Property and has approved them as to form.

ENVIRONMENTAL DOCUMENTATION

The proposed Project is categorically exempt from CEQA according to Section 15325(f) of the State California Environmental Quality Act Guidelines, and Class 25(a) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, because the proposed Project consists of acquisition of land to preserve open space or lands for park purposes and conveyance of an easement.

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IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will serve to increase passive recreational opportunities for the public, and has no impact on any other current services or projects.

CONCLUSION

Please return two original copies of the Sale and Purchase Agreement, Grant Deed, and Easement Deed; and one adopted copy of this Board letter to the Chief Executive Office, Real Estate Division for processing. Additionally, please forward one adopted copy of this Board letter to the Chief Executive Office, Facilities and Asset Management Division; and the Department of Parks and Recreation.

Respectfully submitted,

WILLIAM T FUJIOKA

Chief Executive Officer

WTF:SHK:DJT SW:VM:zu

Enclosures

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

SALE AND PURCHASE AGREEMENT FOR THE PURCHASE OF REAL PROPERTY BY AND BETWEEN IRVING H. BLANK AND RONAYE BOYLE, AS CO-TRUSTEES OF THE IRVING H. BLANK AND RONAYE BOYLE FAMILY TRUST AND THE COUNTY OF LOS ANGELES

This Sale and Purchase Agreement ("Agreement") is made and entered into this 24th day of June, 2014, by and between the Irving H. Blank and Ronaye Boyle, as Co-Trustees of the Irving H. Blank and Ronaye Boyle Family Trust ("Trust"), and the County of Los Angeles, a body corporate and politic ("County"), collectively "the Parties."

RECITALS:

- A. Trust is the owner of certain real property located at 32820 Deerglen Lane, in Agua Dulce, County of Los Angeles, State of California, legally described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Property");
- B. The Property is a 38.84-acre parcel (APN 3212-006-020) of land, improved with a 2,625-square-foot, single-story residential dwelling, and includes 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.
- C. County desires to acquire an approximately 31-acre unimproved portion of the property, as depicted in Exhibit "B", attached hereto and incorporated herein by this reference (the "Property") as an addition to the County's Vasquez Rocks Natural Area Park, and Trust is willing to convey said Property to the County in accordance with the terms of this Agreement.

NOW, THEREFORE, the Parties hereto agree as follows:

1. Sale and Purchase Agreement.

- 1.1. <u>Purchase Price.</u> The purchase price ("Purchase Price") for the Property shall be Six Hundred Seventy Five Thousand and 00/100 DOLLARS (\$675,000.00).
- 1.2. No Further Encumbrance of Property. Trust hereby agrees that it shall not encumber the Property with any leasehold interest, tenancy or occupancy (other than the home and portion of the Property to remain in the Trust's ownership), and further agrees not to amend, extend, renew, or permit the holdover of any existing leasehold interests, tenancies or occupancies of the Property (other than the home and portion of the Property to remain in the Trust's ownership) or to cause, or acquiesce to, any further liens or

encumbrances or otherwise alter the condition of title, prior to Closing. The Trust shall ensure that the Property is unencumbered by any leasehold interest, tenancy or occupancy (other than the home and portion of the Property to remain in the Trust's ownership), and shall maintain the Property in that condition to and until the Closing Term or any extension thereof, or to and until the Closing as set forth in Section 3.8 below, whichever occurs first.

- 1.3. Right of Entry. Trust hereby also grants to County, its agents and employees the right to enter upon the Property for the purpose of conducting land surveys, monument establishment, staking, appraisal, inspections, Phase I Environmental Site Assessment (ESA) and any other studies/reports to determine the Property's suitability for the County's intended use and for any other reasonable purpose related thereto.
- 1.4. Access and Maintenance Easement. Upon completion of the County's acquisition, the Trust shall retain an easement for access purposes in order to access their property ("Trust Property") from Deerglen Lane as shown on Exhibit "C", attached hereto and incorporated herein by this reference. Trust will also retain the right to maintain and repair their existing entrance gate and wall ("Trust Improvements") located on the Property. Said access and maintenance easement ("Easement") will be subject to the following conditions:
 - 1.4.1 Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
 - 1.4.2 Trust acknowledges that no surface rights are herein created except the right to ingress and egress in, on, over and across the Property to directly access the Trust Property from Deerglen Lane and to maintain Trust's existing gate and wall only.
 - 1.4.3 It is expressly understood the Easement does not create a duty or obligation upon the County to repair, maintain, or reconstruct any part or portion of the Trust Property and/or Trust Improvements.
 - 1.4.4 Under no circumstances is Trust permitted to park or store vehicles or personal property for any length of time on the Property.
 - 1.4.5 In no event shall Trust construct improvements or fixtures on or around the Property, including additional gates and/or fencing, or any other obstruction on the Property, nor shall

- 1.4.6 Trust agrees that it will indemnify and hold harmless County, and its Special Districts, elected officials and appointed officers, agents, and/or employees from any and all liability, loss or damage, including but not limited to demands, claims, actions, fees, costs and expenses (including without limitation attorney and expert witness fees) arising from or connected with any act or omission by Trust, its agents or employees, arising out of the exercise by Trust, or its officers, agents or employees, of any of the rights arising out of the Easement.
- 1.4.7 In the event Trust no longer requires access to the Trust Property, or the Trust Improvements on the Property are abandoned, the Easement shall automatically terminate, without the necessity for County to take any further action. Thereafter, Trust shall have no further rights relating to the Easement, and Trust shall be financially responsible for demolishing and restoring the Property in a manner and to a condition satisfactory to Grantor.
- 1.4.8 The provisions and conditions contained in the Easement shall be binding upon Trust and its successors and assigns.
- 1.5. <u>Contingencies.</u> County's purchase of the Property is subject to the following conditions:
 - 1.5.1. Completion of the due diligence activities outlined in Section 1.3.
 - 1.5.2. Compliance with all applicable CEQA requirements;
 - 1.5.3. The Board of Supervisors adopting a Resolution of Notice of Intention to Purchase the Property; and
 - 1.5.4. The Board of Supervisors approving the purchase of the Property.
- 1.6. <u>Voluntary Termination.</u> County may terminate this Agreement, by written notice to Trust, if it determines, in its sole discretion that the Property is not suitable for the County's intended or contemplated use or it is unable to meet all legal requirements and obtain all relevant government approvals. Upon such notice, this Agreement shall terminate and all rights of County in said Property shall then and there cease.

2. Condition of Property.

2.1. <u>"As Is" Purchase.</u> County acknowledges that the Property is being purchased "as is" solely in reliance of County's own investigation of the land and any improvements thereon and that no representation or

warranties of any kind whatsoever, expressed or implied, have been made with respect to the Property by Trust.

3. Transfer of Property Interest.

- 3.1. <u>Escrow.</u> Approximately ten (10) days after County's execution of this Agreement, the Parties shall open an escrow ("Escrow") with Orange Coast Title Company, 3536 Concours Drive, Suite 120, Ontario, CA 91764, ("Escrow Holder") and this Agreement shall constitute the basic escrow instructions for the purpose of consummating the transaction contemplated by this Agreement. Escrow Holder is authorized to:
 - 3.1.1. Provide a letter or other document to the County stating that escrow is open or will be open within thirty (30) days.
 - 3.1.2. (i) Pay, and charge Trust, for any delinquent taxes, penalties and interest thereon, and for any delinquent or non-delinquent assessments or bonds against the Property, except those which title is to be taken subject to and in accordance with the terms of this Agreement; (ii) pay, and charge Trust, for any amounts necessary to place the title in the condition necessary to enable conveyance pursuant to this Agreement; documentary transfer tax (if necessary); (iii) pay and charge County for the escrow fees; (iv) prorate all real property taxes which are a lien and/or unpaid as of the close of Escrow according to the formula adopted by the Los Angeles County Assessor's Office and deduct Trust's portion from its proceeds. The tax amount withheld will be made payable to the Los Angeles County Auditor-Controller's Office following the Closing. Any taxes which have been prepaid by the Trust shall not be prorated, but the Trust 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 Revenue and Taxation Code Section 5096.7; and (v) when conditions of Escrow have been fulfilled by Trust and County, [a] record documents of conveyance and [b] disburse the Purchase Price to Trust, 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 five (5) business days after receipt, such additional escrow instructions prepared by the Escrow Holder as may be required to consummate the transaction contemplated by this Agreement. Any such instructions shall not conflict with, amend, or supersede any provisions of this Agreement. If there is any inconsistency

- 3.3. <u>Form of Grant Deed.</u> Fee simple absolute title to the Property shall be conveyed by Trust to County by a grant deed substantially similar to the form attached hereto as Exhibit "D," subject to only matters approved in writing by County pursuant to Section 3.4 of this Agreement.
- 3.4. Condition of Title to Transfer of Property. Trust shall cause the conveyance of good and marketable fee simple absolute title to the Property to the County, as evidenced by an A.L.T.A. Extended Coverage Form Policy of Title Insurance ("Title Policy"), issued by Orange Coast Title Company (the "Title Company"), 3536 Concours Drive, Suite 120, Ontario, CA 91764, in an amount equal to the value of the Purchase Price. The Title Policy shall show as exceptions only matters approved in writing by the County. The warranties of title are intended to survive the Closing. Prior to the Closing, the Trust shall use reasonable efforts to remove from title any items disapproved by the County. If the item cannot be removed. said item may be eliminated by any feasible method that is acceptable to the County. If the County does not approve a method of removing any disapproved exceptions for any reason, County, at its sole and exclusive remedy, may (i) waive this condition and proceed with this transaction, or (ii) terminate this Agreement and neither party shall have any further liability to the other.
- 3.5. County's Conditions to Closing. County's obligation to consummate the transaction contemplated by this Agreement is conditioned upon: (i) Trust's delivery of the grant deed to Escrow Holder; (ii) Trust's representations, warranties and covenants being true and correct as of Closing; and (iii) Title Company's irrevocable commitment to issue the Title Policy. Upon non-satisfaction of any one of the above conditions, County shall allow Trust an opportunity to cure by any reasonable method; if the Trust 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 Trust's non-satisfaction of said conditions, they shall be deemed satisfied as of Closing.
- Trust's Conditions to Closing. Trust's obligation to consummate the transaction contemplated by this Agreement is conditioned upon: (i) the Board of Supervisor's adopting a Notice of Intention to Purchase the Property; (ii) the Board of Supervisors approving the purchase of the Property; (iii) County's deposit of the Purchase Price into Escrow approximately ten (10) business days after approval of the purchase by the Board of Supervisors; and (iv) County's representations, warranties and covenants being true and correct as of the Closing. Upon non-satisfaction of any one of the above conditions, Trust shall allow County a reasonable opportunity to cure by any reasonable method; if County fails to cure, Trust may, in writing, terminate this Agreement, and thereafter the Parties shall have no further obligations pursuant to this Agreement. If

reasonable opportunity to cure by any reasonable method; if County fails to cure, Trust may, in writing, terminate this Agreement, and thereafter the Parties shall have no further obligations pursuant to this Agreement. If Trust does not object to County's non-satisfaction of said conditions, they shall be deemed satisfied as of Closing.

- 3.7. Loss by Fire or Other Casualty. Trust shall maintain fire and casualty insurance on the Property in full force until Closing. In the event that, prior to Closing, the Property or any part thereof, is destroyed or damaged, the 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 then condition, the portion of proceeds of insurance paid or payable to Trust by reason of such damage or destruction to the Property shall be paid or assigned to County.
- 3.8. Closing. For purposes of this Agreement, the "Closing" shall be defined as the recordation of the grant deed in the Official Records. The parties agree to use their best efforts to effect the Closing no later than sixty (60) days following the County's execution of this Agreement. 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. <u>County's Possession.</u> County shall be entitled to exclusive possession of the Property as of the Closing.
 - 4.1.1. Trust agrees to deliver the Property in a vacant condition, without any tenancy rights encumbering it, upon Closing.
 - 4.1.2. Trust agrees to terminate all property management agreements, listing agreements and maintenance agreements relating to the Property prior to Closing.
- 5. <u>Notices.</u> 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 222 South Hill Street, 3rd Floor Los Angeles, California 90012 Attention: Chris Montana With a Copy to:

Irving H. Blank and Ronaye Boyle, Co-Trustees of the Irving

H. Blank and Ronaye Boyle Family Trust

32820 Deer Glen Lane Aqua Dulce, CA 91390

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 a manner detailed in this paragraph.

- 6. <u>Brokers.</u> Trust represents and warrants to County that no Brokers have been engaged by it in connection with the transaction contemplated by this Agreement. The County represents and warrants to the Seller that no other broker or finder has been engaged by it other than the County's Chief Executive Office, acting as the agent for the County.
- 7. Representations and Warranties of the Parties. In consideration for entering into this Agreement and as an inducement to the transaction contemplated herein, each of the Parties hereto makes the following representations and warranties, each of which is material and is being relied upon by the other and the truth and accuracy of which shall constitute a condition precedent to each parties' obligations hereunder. Each of the following representations and warranties shall be deemed to have been remade as of the Closing.
 - 7.1. <u>Power.</u> 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.
 - 7.2. Requisite Action. All requisite action has been taken by each party in connection with entering into this Agreement and the instruments referenced herein and, by the Closing, all such necessary action will have been taken to authorize the consummation of the transactions contemplated by this Agreement. By the Closing, no additional consent of any person or entity, judicial or administrative body, governmental authority or other party shall be required for each party to consummate the transactions contemplated by this Agreement.
 - 7.3. 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.
 - 7.4. <u>Validity.</u> 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.

8. Indemnification.

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

9. General Provisions.

- 9.1. <u>Delegation of Authority.</u> The 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.
- 9.2. <u>Survival of Covenants.</u> The covenants, agreements, representations and warranties made herein are intended to survive the Closing and recordation and delivery of the grant deed conveying the Property.
- 9.3. <u>Entire Agreement.</u> This Agreement contains the entire agreement between the Parties hereto and no addition or modification of any term or provision shall be effective unless set forth in writing, signed by both Trust and County.
- 9.4. <u>Counterparts.</u> 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.
- 9.5. <u>California Law.</u> This Agreement has been made and entered into in the State of California, and shall be constructed in accordance with the internal laws thereof.
- 9.6. <u>Waivers.</u> 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.
- 9.7. <u>Captions.</u> 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.

- 9.8. <u>Interpretation.</u> 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; and (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.
- 9.9. 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.
- 9.10. <u>Binding Effect.</u> The provisions of this Agreement shall be binding upon the Parties hereto and their respective successors-in-interest.
- 9.11. No Presumption Re: Drafter. The Parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the Parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.
- 9.12. <u>Assistance of Counsel.</u> 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.

/ / SIGNATURE PAGE FOLLOWS / / /

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

IRVING H. BLANK AND RONAYE BOYLE, CO-TRUSTEES OF THE IRVING H. BLANK AND RONAYE BOYLE FAMILY TRUST

By: S

rving H. Blank, Co-Trustee

Ву: 🙎

Ronaye Boyle, Co-Trustee

ATTEST:

SACHI A. HAMAI

Executive Officer-Clerk of the

Board of Supervisors

By:

Deputy

COUNTY OF LOS ANGELES A body corpora and politic

By:

Chairman, Board of Supervisors

APPROVED AS TO FORM:

JOHN F. KRATTLI County Counsel

Bv:

Deputy



ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#6 OF

JUN 2 4 2014

SACHI A. HAMAI EXECUTIVE OFFICER

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

San it

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Exhibit "A"

Parcel A:

The Southwest quarter of the Southwest quarter of Section 25, Township 5 North, Range 14 West, San Bernardino Meridian, in the County of Los Angeles, State of California, according to the Official Plat of said land.

Except therefrom that portion of said land described as follows:

Beginning at a point in the Westerly line of said section distant Southerly thereon 235.51 feet from the Northwest corner of said quarter of the Southwest quarter; thence Northerly along said Westerly line of said section North 0° 36' 31" East 235.51 feet to said Northwest corner; thence along the Northerly line of said Southwest quarter of the Southwest quarter North 89° 36' 04" East 674.92 feet; thence South 31° 21' 37" West to a line bearing South 89° 23' 29" East and passing through the point of beginning; thence North 89° 23' 29" West to the point of beginning.

Parcel B:

An easement for road purposes over those portions of Section 2.5 Township 5 North Range 14 West, San Bernardino Meridian, in the County of Los Angeles, State of California, according to the Official Plat of said land, described as follows:

Parcel 1:

The West 20 feet of the Southwest quarter of the Northwest quarter of said section.

Parcel 2:

The West 20 feet of the North half of the Northwest quarter of the Southwest quarter of said section.

Parcel 3:

The South 1.5 feet of the Northwest quarter of the Northwest quarter of the Southwest quarter of said section except the West 20 feet thereof.

Parcel 4:

The North 15 feet of the Southwest quarter of the Northwest quarter of the Southwest quarter of said Section.

Parcel 5:

The West 15 feet of the South 15 feet of the Northeast quarter of the Northwest quarter of the Southwest quarter of said section.

Parcel 6

The East 15 feet of the Southwest quarter of the Northwest quarter of the Southwest quarter of said section.

Parcel 7:

The West 15 feet of the Southeast quarter of the Northwest quarter of the Southwest quarter of said section.

Except therefrom said Parcel 1, that portion lying Northerly of the Southerly line of Escondido Canyon Road, 60 feet wide.

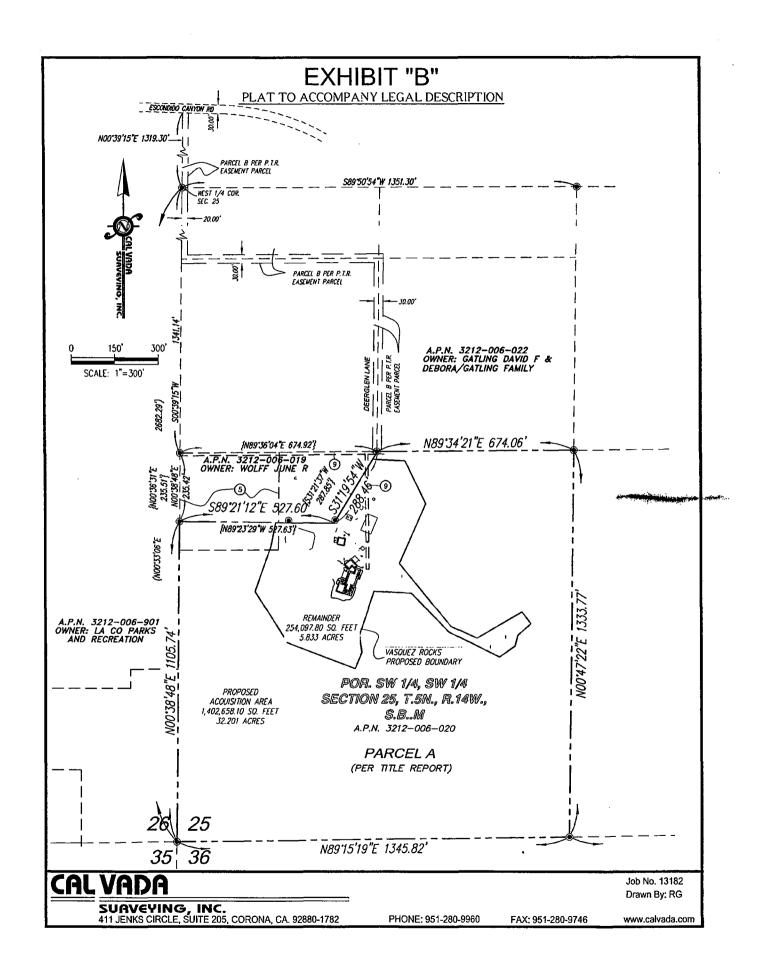


EXHIBIT "C"

RECORDING REQUESTED BY:	*
County of Los Angeles	*
AND MAIL TO:	*
County of Los Angeles	*
Real Estate Division	*
222 S. Hill Street, 3 rd Floor	*
Los Angeles, CA 90012	*
Attn: Chris Montana,	*
Director of Real Estate Division	*
	Space above this line for Recorder's use

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

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

ASSESSOR'S PARCEL NUMBERS: 3212-006-020 (PORTION)

ACCESS AND MAINTENANCE EASEMENT

For valuable consideration, the receipt of which is hereby acknowledged, the County of Los Angeles, a body corporate and politic, ("Grantor") does hereby grant to the Irving H. Blank and Ronaye Boyle, as Co-Trustees of the Irving H. Blank and Ronaye Boyle Family Trust, ("Grantee") an easement ("Easement") for ingress and egress purposes in addition to maintenance, at Grantee's sole cost, of Grantee's existing entrance gate and wall ("Grantee Improvements") only, in and across the real property in Agua Dulce, unincorporated County of Los Angeles, State of California, as depicted in the attached Exhibit A (the "Property") to directly access Grantee's Property ("Grantee Property"). Exhibit A attached hereto is incorporated herein by this reference.

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

- Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- Grantee acknowledges that no surface rights are herein created except the right to ingress and egress in, on, over and across the Property to directly access Grantee's Property from Deerglen Lane and to maintain Grantee's Improvements, at Grantee's sole cost and expense.
- c. It is expressly understood the Easement does not create a duty or obligation upon the County to repair, maintain, or reconstruct any part or portion of the Grantee Property and/or Grantee Improvements.
- d. Grantor reserves the right to use the Property for any and all purposes consistent with enjoyment of the Easement herein granted.
- e. Under no circumstances is Grantee permitted to park or store vehicles or personal property for any length of time within the Property.
- f. In no event shall Grantee construct improvements or fixtures on or around the Property, including additional gates and/or fencing, or any other obstruction on the Property, nor shall Grantee impede free and unfettered access to and/or use of the Property.

EXHIBIT C

- g. Grantee agrees that it will indemnify and hold harmless Grantor, and its Special Districts, elected officials and appointed officers, agents, and/or employees from any and all liability, loss or damage, including but not limited to demands, claims, actions, fees, costs and expenses (including without limitation attorney and expert witness fees) arising from or connected with any act or omission by Grantee, its agents or employees, arising out of the exercise by Grantee, or its officers, agents or employees, of any of the rights granted to it by this Easement.
- h. In the event Grantee no longer requires access to the Property, or the Grantee Improvements on the Property are abandoned, the Easement shall automatically terminate, without the necessity for County to take any further action. Thereafter, Grantee shall have no further rights relating to the Easement, and Grantee shall be financially responsible for demolishing and restoring the Property in a manner and to a condition satisfactory to Grantor.
- i. The provisions and conditions contained in the Easement shall be binding upon Grantee and its successors and assigns.

Dated					
COUNTY OF LOS ANGELES					
By: Don Knabe Chairman, Board of Supervisors					
ATTEST:					
SACHI A. HAMAI Executive Officer-Clerk of The Board of Supervisors					
Ву:					
Deputy					
APPROVED AS TO FORM: JOHN F. KRATTLI COUNTY COUNSEL					
Deputy					

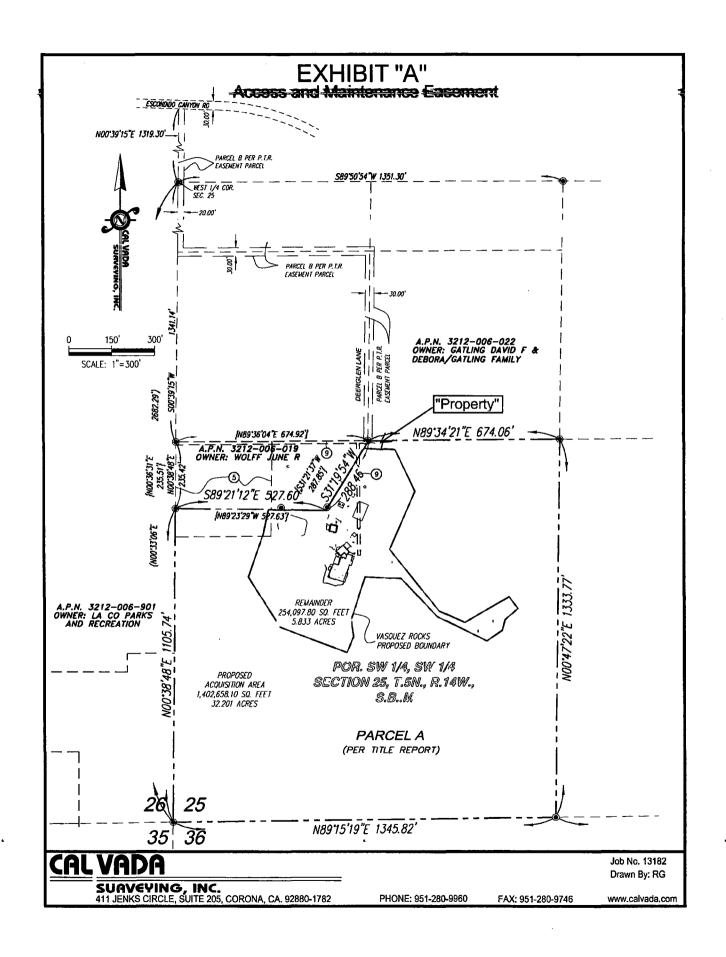


EXHIBIT "D"

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: Chris Montana, Director of Real Estate Division

Space above this time for Recorders use

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

APN: 3212-006-020 (PORTION)

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, Irving H. Blank and Ronaye Boyle, Co-Trustees Of The Irving H. Blank and Ronaye Boyle Family Trust, (hereinafter called "Grantor") do hereby grant to the County of Los Angeles, a body corporate and politic, (hereinafter called "County"), all of the Grantor's rights, title and interests to that certain real property in unincorporated Agua Dulce in the County of Los Angeles, State of California, legally described in Exhibit "A", and depicted in Exhibit "B", 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.

IRVING H. BLANK AND RONAYE BOYLE, CO-TRUSTEES OF THE IRVING H. BLANK AND RONAYE BOYLE FAMILY TRUST

By: _		
	Irving H. Blank, Co-Trustee	
Ву:	•	
	Ronaye Boyle, Co-Trustee	

Exhibit "A"

Parcel A:

The Southwest quarter of the Southwest quarter of Section 25, Township 5 North, Range 14 West, San Bernardino Meridian, in the County of Los Angeles, State of California, according to the Official Plat of said land.

Except therefrom that portion of said land described as follows:

Beginning at a point in the Westerly line of said section distant Southerly thereon 235.51 feet from the Northwest corner of said quarter of the Southwest quarter; thence Northerly along said Westerly line of said section North 0° 36' 31" East 235.51 feet to said Northwest corner; thence along the Northerly line of said Southwest quarter of the Southwest quarter North 89° 36' 04" East 674.92 feet; thence South 31° 21' 37" West to a line bearing South 89° 23' 29" East and passing through the point of beginning; thence North 89° 23' 29" West to the point of beginning.

Parcel B:

An easement for road purposes over those portions of Section 2.5 Township 5 North Range 14 West, San Bernardino Meridian, in the County of Los Angeles, State of California, according to the Official Plat of said land, described as follows:

Parcel 1:

The West 20 feet of the Southwest quarter of the Northwest quarter of said section.

Parcel 2:

The West 20 feet of the North half of the Northwest quarter of the Southwest quarter of said section.

Parcel 3:

The South 1.5 feet of the Northwest quarter of the Northwest quarter of the Southwest quarter of said section except the West 20 feet thereof.

Parcel 4:

The North 15 feet of the Southwest quarter of the Northwest quarter of the Southwest quarter of said Section.

Parcel 5:

The West 15 feet of the South 15 feet of the Northeast quarter of the Northwest quarter of the Southwest quarter of said section.

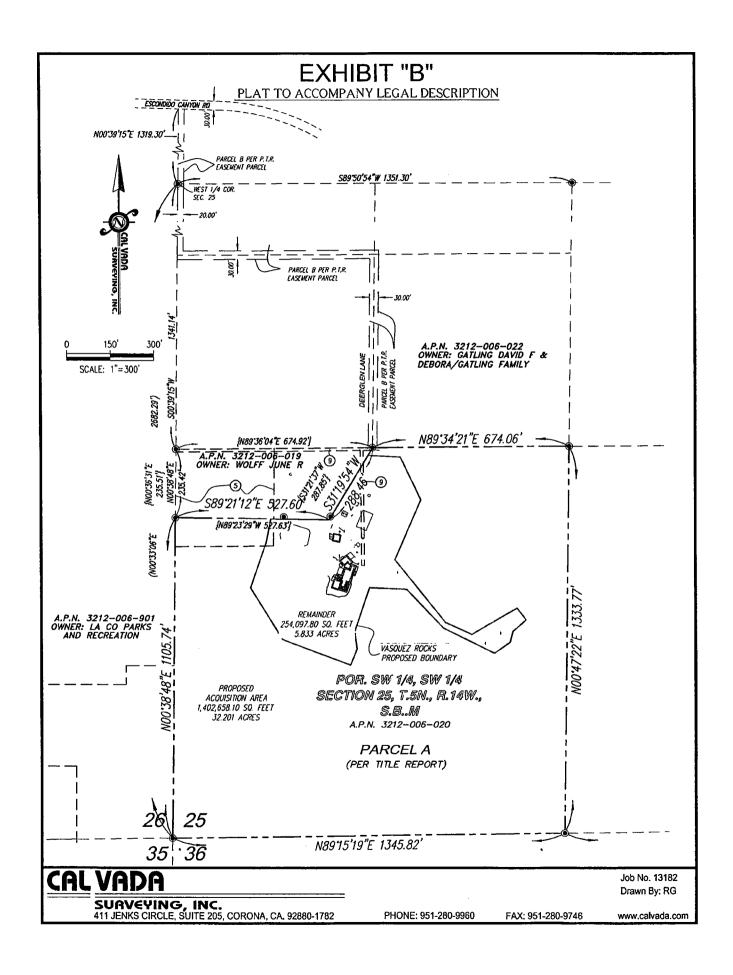
Parcel 6

The East 15 feet of the Southwest quarter of the Northwest quarter of the Southwest quarter of said section.

Parcel 7:

The West 15 feet of the Southeast quarter of the Northwest quarter of the Southwest quarter of said section.

Except therefrom said Parcel 1, that portion lying Northerly of the Southerly line of Escondido Canyon Road, 60 feet wide.



RECORDING REQUESTED BY:	*
County of Los Angeles	*
AND MAIL TO:	*
County of Los Angeles	*
Real Estate Division	*
222 S. Hill Street, 3 rd Floor	*
Los Angeles, CA 90012	*
Attn: Chris Montana,	*
Director of Real Estate Division	*
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ASSESSOR'S PARCEL NUMBERS: 3212-006-020 (PORTION)

ACCESS AND MAINTENANCE EASEMENT

For valuable consideration, the receipt of which is hereby acknowledged, the County of Los Angeles, a body corporate and politic, ("Grantor") does hereby grant to the Irving H. Blank and Ronaye Boyle, as Co-Trustees of the Irving H. Blank and Ronaye Boyle Family Trust, ("Grantee") an easement ("Easement") for ingress and egress purposes in addition to maintenance, at Grantee's sole cost, of Grantee's existing entrance gate and wall ("Grantee Improvements") only, in and across the real property in Agua Dulce, unincorporated County of Los Angeles, State of California, as depicted in the attached Exhibit A (the "Property") to directly access Grantee's Property ("Grantee Property"). Exhibit A attached hereto is incorporated herein by this reference.

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

- Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- b. Grantee acknowledges that no surface rights are herein created except the right to ingress and egress in, on, over and across the Property to directly access Grantee's Property from Deerglen Lane and to maintain Grantee's Improvements, at Grantee's sole cost and expense.
- c. It is expressly understood the Easement does not create a duty or obligation upon the County to repair, maintain, or reconstruct any part or portion of the Grantee Property and/or Grantee Improvements.
- d. Grantor reserves the right to use the Property for any and all purposes consistent with enjoyment of the Easement herein granted.
- e. Under no circumstances is Grantee permitted to park or store vehicles or personal property for any length of time within the Property.
- f. In no event shall Grantee construct improvements or fixtures on or around the Property, including additional gates and/or fencing, or any other obstruction on the Property, nor shall Grantee impede free and unfettered access to and/or use of the Property.

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

h. In the event Grantee no longer requires access to the Property, or the Grantee Improvements on the Property are abandoned, the Easement shall automatically terminate, without the necessity for County to take any further action. Thereafter, Grantee shall have no further rights relating to the Easement, and Grantee shall be financially responsible for demolishing and restoring the Property in a manner and to a condition satisfactory to Grantor.

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

Dated June 24, 2014

COUNTY OF LOS ANGELES

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Ву:

Don Knabe Chairman, Board of Supervisors

ATTEST:

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

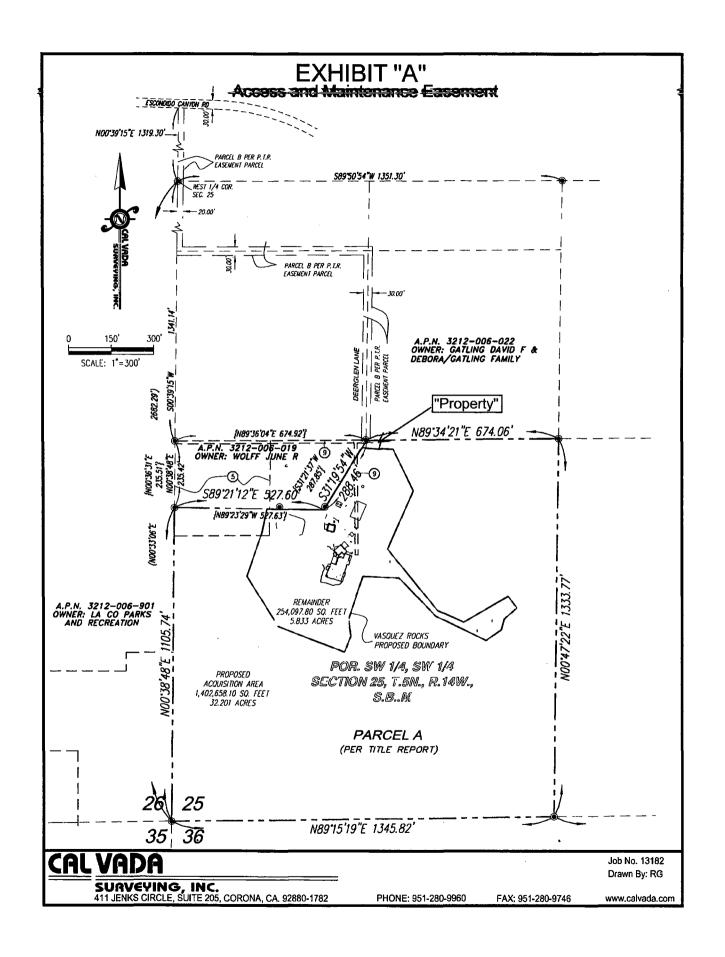
By:

Deputy

APPROVED AS TO FORM:

JOHN F. KRATTLI COUNTY COUNSEL

Deputy



NOTICE OF INTENTION

TO ACQUIRE REAL PROPERTY AND CONVEY AN EASEMENT

NOTICE IS HEREBY GIVEN that it is the intention of the Board of Supervisors of the County of Los Angeles, State of California to acquire real property located at 32820 Deerglen Lane, Unincorporated Agua Dulce, County of Los Angeles, State of California, (Property) as legally described on the attached Exhibit "A", from Irving H. Blank and Ronaye Boyle, as Co-Trustees of the Irving H. Blank and Ronaye Boyle Family Trust (Trust). The property is comprised of approximately 32 acres of unimproved land to be purchased by the County for the sum of \$675,000. Following the acquisition, a portion of the Trust's driveway improvements will remain on the Property. To alleviate this matter, the County will grant an access and maintenance easement to the Trust to provide them with access to maintain their driveway improvements at their cost.

NOTICE IS HEREBY GIVEN that the conveyance of the real property will be consummated by the Board of Supervisors of the County of Los Angeles, State of California, on the 24th day of June, 2014, 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 Buyer with respect to the acquisition of the property described herein until the Board of Supervisors approves the acquisition on the named consummation date.



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

Deput

APPROVED AS TO FORM:

JOHN F. KRATTLI County Counsel

Denuty

EXHIBIT A

APN: 3212-006-020

Parcel A:

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Except therefrom that portion of said land described as follows:

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The East 15 feet of the Southwest quarter of the Northwest quarter of the Southwest quarter of said section.

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The West 15 feet of the Southeast quarter of the Northwest quarter of the Southwest quarter of said section.

Except therefrom said Parcel 1, that portion lying Northerly of the Southerly line of Escondido Canyon Road, 60 feet wide.

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPT'S. NO.

DEPARTMENT OF PARKS AND RECREATION

May 20, 2014

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 2013-14 4 - VOTES

SOURCES

<u>USES</u>

BA DETAIL - SEE ATTACHMENT PAGE 1 BA DETAIL - SEE ATTACHMENT PAGE 1

SOURCES TOTAL: \$ 1,158,000

USES TOTAL: \$ 1,158,000

JUSTIFICATION

The appropriation adjustment is necessar	y to fully fund the	Vasquez Rocks Natural Are	a Addition Acquis	sition Project, CP No	. 70005
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AUTHORIZED SIGNATURE SABRA WHITE

BOARD OF SUPERVISOR'S APPROVAL (AS REQUES FEOREWISED

SACHI A HAMAI
EXECUTIVE OFFICER

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR ---

ACTION

APPROVED AS REQUESTED

EXECUTIVE OFFICER FOR ---

RECOMMENDATION

APPROVED AS REVISED

AUDITOR-CONTROLLER

SY The

CHIEF EXECUTIVE OFFICER

B.A. NO. 197

20 14

2014

APPROPRIATION ADJUSTMENT (FIFTH DISTRICT) (4 VOTES)

FY 2013 - 14

SOURCES:

PARKS AND RECREATION

PK-Var 5th Dist Park Improvements (5) A01-CP-6014-65043-77112

Capital Assets-Building and Improvements \$479,000

DECREASE APPROPRIATION

PARKS AND RECREATION

Vasquez Rocks Natural Area Addition Acquisition (5)

A01-CP-91-R400-65043-70005

Rev: Reg Park and Open Space District-CP \$479,000

INCREASE REVENUE

PARKS AND RECREATION

Vasquez Rocks Natural Area Addition Acquisition (5)

A01-CP-88-8752-65043-70005

Rev: State-Other / Capital Projects \$200,000

INCREASE REVENUE

USES:

PARKS AND RECREATION

PK- Var 5th Dist Park Improvements (5) A01-CP-91-R400-65043-77112

Rev: Reg Park and Open Space District-CP \$479,000

DECREASE REVENUE

PARKS AND RECREATION

Vasquez Rocks Natural Area Addition Acquisition (5)

A01-CP-6006-65043-70005

Capital Assets-Land

\$679,000

INCREASE APPROPRIATION

\$1.158.000

\$1.158.000

Justification: The appropriation adjustment is necessary to fully fund the Vasquez Rocks Natural Area Addition Acquisition Project, CP No. 70005.

ADOPTED BOARD OF SUPERVISORS

图图#14

MAY 2 0 2014

SAUHI A. HAMAI EXECUTIVE OFFICER

Forth May 5,2014

BA# 197