



MARK PESTRELLA, Director

**COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS**

*"To Enrich Lives Through Effective and Caring Service"*

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IN REPLY PLEASE  
REFER TO FILE

November 06, 2024

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

Dear Supervisors:

**TRANSPORTATION CORE SERVICE AREA  
ACQUISITION OF PROPERTY FROM THE CITY OF SANTA CLARITA  
ASSESSOR'S IDENTIFICATION NO. 2840-001-906  
AND SALE OF PROPERTIES FROM COUNTY OF LOS ANGELES  
TO THE CITY OF SANTA CLARITA  
ASSESSOR'S IDENTIFICATION NOS. 2833-005-902, 2833-005-903,  
AND 2833-005-904 AND PLACERITA CANYON ROAD,  
LYONS AVENUE, AND EMBERBROOK DRIVE  
(SUPERVISORIAL DISTRICT 5)  
(4 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to acquire a portion of property and an easement for ingress and egress and utility purposes in Assessor's Identification No. 2840-001-906, in the City of Santa Clarita, from the City of Santa Clarita to the County and to sell properties known as Assessor's Identification Nos. 2833-005-902, 2833-005-903, and 2833-005-904 and all rights, title, and interest in Placerita Canyon Road, Lyons Avenue, and Emberbrook Drive, in the City of Santa Clarita, from the County to the City of Santa Clarita.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Acting as the lead agency under the California Environmental Quality Act, certify that the County's Addendum to the Environmental Impact Report prepared and previously certified by the City of Santa Clarita as the lead agency for the Lyons Avenue/Dockweiler Drive Extension Project, which has been completed in compliance with the California Environmental Quality Act and reflects the independent judgment and analysis of the County; find that the Board of Supervisors as the Governing Body of the County has reviewed and considered the information contained in the Addendum together with

the City of Santa Clarita's Final Environmental Impact Report prior to approving the County's actions related to the acquisition and sale of property; further, acting as a responsible agency for the previously approved Santa Clarita Valley Area Plan, find that the acquisition and sale of property are within the scope of the project impacts analyzed in the Final Environmental Impact Report previously certified by the Board of Supervisors; adopt the City of Santa Clarita's Mitigation Monitoring and Reporting Program as applicable to the County's actions finding that the Mitigation Monitoring and Reporting Program is adequately designed to ensure compliance with the mitigation measures during project implementation, as applicable; determine that the significant adverse effects of the project have either been reduced to an acceptable level or are outweighed by the specific considerations of the project, as outlined in the Environmental Findings of Fact and Statement of Overriding Considerations, which Findings and Statement are adopted, as applicable to the County's actions and incorporated herein by reference; and find that all actions herein are within the scope of the impacts in the City of Santa Clarita's previously certified Environmental Impact Report for the Lyons Avenue/Dockweiler Drive Extension Project and the County's Addendum for the currently proposed acquisition and sale by the County and is consistent with the County's previously certified Environmental Impact Report for the Santa Clarita Valley Area Plan.

2. Approve the acquisition of a portion of property and an easement for ingress and egress and utility purposes in Assessor's Identification No. 2840-001-906 from the City of Santa Clarita to the County.

3. Find that the properties known as Assessor's Identification Nos. 2833-005-902, 2833-005-903, and 2833-005-904 and all rights, title, and interest in Placerita Canyon Road, Lyons Avenue, and Emberbrook Drive are no longer required for the purposes of the County.

4. Find that Assessor's Identification Nos. 2833-005-902, 2833-005-903, and 2833-005-904 and all rights, title, and interest in Placerita Canyon Road, Lyons Avenue, and Emberbrook Drive are exempt surplus land under the provisions of the Surplus Land Act pursuant to California Government Code, Section 54221 (f)(1)(C), because the County's surplus land is being exchanged for another property necessary for the County's use.

5. Authorize the Director of Public Works or his designee to execute the Agreement of Real Property Transfer, deeds, and any agreements or other documents necessary to carry out the exchange of property rights between the County of Los Angeles and the City of Santa Clarita.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended actions is to certify the County's Addendum prepared pursuant to the California Environmental Quality Act (CEQA); to find that the recommended actions are within the scope of the City of Santa Clarita's Final Environmental Impact Report (EIR) and the County's Addendum, as well as the County's previously certified EIR for the Santa Clarita Valley Area Plan (Area Plan); to allow the County to acquire a portion of the City property in fee and an easement for ingress and egress and utility purposes in Assessor's Identification No. 2840-001-906 (City Land), from the City; and to allow the County to sell exempt surplus properties known as Assessor's Identification Nos. 2833-005-902, 2833-005-903, and 2833-005-904 and all rights, title, and interest in Placerita Canyon Road, Lyons Avenue, and Emberbrook Drive (County Land), to the City.

The City is planning a capital improvement project known as Lyons Avenue/Dockweiler Drive Extension Project. Due to the City's project, the County Land will be impacted, more specifically a portion of the County Land known as Placerita Yard, which is utilized by Public Works as a maintenance yard. The County will need to relocate its operations as a result of the City's project.

The City offered the City Land as a replacement site.

The recommended actions will benefit City and County residents by facilitating the City's project, which will improve transportation efficiency.

### **Implementation of Strategic Plan Goals**

These recommendations support the County Strategic Plan: North Star 3, Realize Tomorrow's Government Today, Focus Area Goal G, Internal Controls and Processes, Strategy ii, Manage and Maximize County Assets, by providing accessible funds for the County's programs that will help to promote fiscal responsibility. The recommended actions will allow the City to complete the City's project, which will improve transportation efficiency.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The City will deposit \$1,100,000 for the sale of all County Land in addition to conveying the City Land to the County. This amount will be deposited in Escrow and at the close of Escrow, it will be transferred into the Road Fund (B03, Revenue Source Code 9908-Sale of Fixed Asset Land).

Funding for the relocation costs, estimated at \$2,200,000, not covered by the sale of the County Land is available in the Road Fund (B03-Services and Supplies) Fiscal Year 2024-25 Budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The City and the County have agreed to the terms of the exchange in substantially the same form as described in the enclosed Agreement of Real Property Transfer.

As required by California Government Code, Section 65402 (b) and (c), a notification of the proposed acquisition and sale was submitted by the City to its Planning Department for its report as to conformance with the City's adopted General Plan. Per the City's letter dated August 19, 2024, the acquisition of the County Land and sale of the City Land conforms with the City's adopted General Plan.

The County Land is exempt surplus land pursuant to California Government Code, Section 54221 (f) (1)(C), because the County's surplus land is being exchanged for another property necessary for the County's use.

This sale is authorized by California Government Code, Section 25365. Section 25365 allows the Board of Supervisors to transfer County property that is not needed for County purposes if it is in the best interest of the County and the general public. Further, as required by California Government Code, Section 6061, a notice of this intended action will be published at least 1 week prior thereto in a newspaper of general circulation published in the County.

County Counsel will review and approve the Agreement of Real Property Transfer and the deeds as to form prior to execution and the recordation of the deeds.

## **ENVIRONMENTAL DOCUMENTATION**

The County has prepared the Addendum to the Final EIR prepared by the City for the City's Lyons Avenue/Dockweiler Drive Extension project, which was certified by the City as the lead agency on April 10, 2018. The County prepared an Addendum, which analyzed the environmental effects related to the relocation of Placerita Yard from its current location to the new location at the City Land. The County determined that an Addendum was the appropriate document under CEQA in accordance with the State CEQA Guidelines, Section 15164, which provides for the preparation of an Addendum when minor technical changes are necessary but none of the conditions calling for preparation of a subsequent EIR have occurred. In this case, the relocation of Placerita Yard as a direct result of the City's project results in a minor change to the City's project. The City adopted Findings of Fact and a Statement of Overriding Considerations related to the EIR. The County hereby adopts the Findings of Fact and Statement of Overriding Considerations as they relate to construction noise as applicable.

The County previously certified an EIR on November 27, 2012, for the Santa Clarita Valley Area, which analyzed the Area Plan, a component of the County General Plan, which provides goals, objectives, policies, and implementation actions that apply only to the unincorporated portions of the Santa Clarita Valley. The Area Plan is a component of "One Valley One Vision," a joint planning effort with the City. The other component is the City's General Plan, which was adopted by the Santa Clarita City Council on June 14, 2011. Together, the County's Area Plan and the City's General Plan provide a unified vision for development and conservation for the entire Santa Clarita Valley.

The County's currently recommended actions are within the scope of the City's EIR, and the County's Addendum to the City's EIR, and are consistent with the previously certified EIR for the Area Plan.

There are no changes to the City's project or circumstances under which it will be undertaken that require further review under CEQA.

Upon the Board's approval of the proposed acquisition and sale of properties and related actions herein, Public Works will file a Notice of Determination with the Registrar-Recorder/County Clerk and with the Office of Research and Planning in accordance with Section 21152 of the California Public Resources Code and will post the notice on the County's website pursuant to Section 21092.2. of the California Public Resources Code.

The Addendum and the previously certified EIRs and related documents referenced herein are available and can be viewed at the following Public Works' website:

<https://pw.lacounty.gov/go/addendumtocityeir>

The location of documents and other materials constituting the record of the proceedings upon which the Board's decision is based in this matter is at Public Works, 900 South Fremont, 10th Floor, Alhambra, CA 91803. The custodian of such documents and materials is Survey/Mapping & Property Management Division, Real Estate Services Section.

## **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There will be no significant impact on current services or projects.

**CONCLUSION**

Please return one adopted copy of this letter to Public Works, Survey/Mapping & Property Management Division.

Respectfully submitted,



MARK PESTRELLA, PE  
Director

MP:GE:do

Enclosures

c: Auditor-Controller (Accounting Division–Asset Management)  
Chief Executive Office (Chia-Ann Yen)  
County Counsel  
Executive Office

**AGREEMENT OF  
REAL PROPERTY TRANSFER**

by and between

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

and

the **CITY OF SANTA CLARITA**,  
a California municipal corporation

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**Exhibits**

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Exhibit B	County's Personal Property
Exhibit C	Placerita Maintenance Yard

## AGREEMENT OF REAL PROPERTY TRANSFER

**THIS AGREEMENT OF REAL PROPERTY TRANSFER** (this "**Agreement**") is effective as of \_\_\_\_\_, 20\_\_\_\_, (the "**Effective Date**") and is entered into by and between COUNTY OF LOS ANGELES, a body corporate and politic ("**County**"), and the CITY OF SANTA CLARITA, a California municipal corporation ("**City**"). Each of City and County are occasionally referred to herein as a "**Party**" and collectively as the "**Parties**."

### RECITALS

**WHEREAS**, the City is undertaking the extension of Dockweiler Drive (the "Project"). The proposed Project is a multi-phased capital improvement project being coordinated by the City and The Master's University and would extend Dockweiler Drive from its existing terminus on the east to Railroad Avenue at 13<sup>th</sup> Street on the west.

**WHEREAS**, the County is the owner of that certain improved real property located at 22234 Placerita Canyon Road, in the City of Santa Clarita, County of Los Angeles, State of California.

**WHEREAS**, the County also asserts that it owns various interests in Emberbrook Drive, Lyons Avenue and Placerita Canyon Road, in the City of Santa Clarita, County of Los Angeles, State of California.

**WHEREAS**, the County desires to transfer the County improved real property to City, and City desires to accept the County improved real property, and all rights, title, and interest in Emberbrook Drive, Lyons Avenue and Placerita Canyon Road for purposes of constructing road improvements in connection with the Project, as more particularly described on the Quitclaim Deed attached hereto as **Exhibit A-1** (collectively the "**County Land**"), upon the terms and conditions set forth in this Agreement.

**WHEREAS**, as a result of the Project, the County will need to relocate its operations from County improved real property.

**WHEREAS**, the City has offered to the County a 2-acre replacement site in addition to an easement for ingress, egress and utility purposes on a portion of that certain improved real property located in the City of Santa Clarita, County of Los Angeles, State of California, as more particularly described on the Quitclaim Deed and Easement Deed attached hereto as **Exhibit A-2** and **Exhibit A-3**, subject to a reservation by the City for a twenty-four (24) foot wide easement for ingress, egress and utility purposes through such 2 acre parcel, as described in said Quitclaim Deed (collectively the "**City Land**")

**WHEREAS**, the City agrees to support the County's vacation of Norland Drive or process the County's request to vacate Norland Drive, a private and public street dedicated by Parcel Map No. 18161.

**WHEREAS**, the City desires to transfer the City Land to County, and County desires to accept the City Land, upon the terms and conditions set forth in this Agreement.



## AGREEMENT

**NOW, THEREFORE**, in consideration of the mutual covenants and promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by City and County, each intending to be legally bound, do hereby covenant and agree as follows:

(1) **Recitals**. All the Recitals set forth above are true and accurate and are incorporated herein by reference.

(2) **Transfer of Property**. County agrees to quitclaim its interests to the County Land to the City, and City agrees to accept from the County the County Land, and City agrees to quitclaim its interests to the City Land to the County, and County agrees to accept from the City the City Land, upon the terms, provisions and conditions set forth in this Agreement, all of their respective Parties' rights, titles and interests in their respective property (i.e., the County Land and the City Land), free and clear of all liens, assessments, and taxes, together with all of respective Parties' right, title and interest in all of the following items in respect of the County Land and the City Land (collectively, the "**Property**"):

- (a) all rights, privileges, easements, appurtenances, and other estates pertaining or appurtenant to the County Land and City Land, including, without limitation, all oil, gas, air, water, and mineral rights and all easements, rights-of-way, and other appurtenances used or connected with the beneficial use or enjoyment of the County Land and City Land (collectively, the "**Appurtenances**");
- (b) any and all improvements and fixtures located on the County Land and City Land and Appurtenances (collectively, the "**Improvements**" and together with the County Land and City Land and Appurtenances, the "**Real Property**"); and
- (c) any and all improvements, fixtures, personal property, equipment, supplies and appurtenances located in, on or under the County Land and City Land and used in the operation of the County Land (the "**County Property**"), with the exception of that County Personal Property that will be removed by the County from the County land as described in the attached **Exhibit B**.

(3) **Transfer Consideration**.

- (a) **Monetary Consideration for Transfer**. Subject to the terms and conditions in this Agreement, the City agrees to quitclaim its interests in the City Land to the County and pay to the County additional monetary consideration of One Million One Hundred Thousand Dollars (\$1,100,000.00) (the "**Transfer Consideration**"), in exchange for the County agreeing to quitclaim its interests in the County Land to the City. Provided that all of the other conditions precedent to City's obligation to acquire the County Land are timely satisfied, then at least one (1) business day prior to the Closing Date, City shall deposit into Escrow (as defined in Section 6(a)) the Transfer Consideration.

(4) **Total Consideration to County**.

- (a) The County acknowledges and agrees that the City Property, Transfer Consideration, and the release by the City set forth in Section 11(b)(vii) below

constitute the total consideration to the County for the County Property and the County release set forth in Section 11 (a)(vii), including without limitation, just compensation, lease bonus value, lost rents, business goodwill, furniture, fixtures and equipment, pre-condemnation damages, claims of inverse condemnation, attorneys' fees, costs, interest and any and all other damages in complete settlement of all claims, causes of action and demands of County against City because of City's acquisition of the County Property and for any and all claims (known and unknown) arising from or relating to the exchange of property that is the subject of this Agreement.

- (b) The County further agrees and acknowledges that such consideration provided by City includes the relocation assistance and benefits to which the County may be entitled in connection with the relocation from the County Property to the City Property of the County's maintenance yard in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section 4601 et seq.), if applicable, and under California Government Code Section 7260 et seq. and the Relocation Assistance and Real Property Acquisition Guidelines (Chapter 6 of Title 25 of the California Code of Regulations).

(5) **Condition of County Land and City Land.**

- (a) **Delivery of Due Diligence Materials.** Within ten (10) business days after the date of this Agreement, City shall deliver to County, and County shall deliver to City, without representation or warranty, express or implied, copies of the following documents in their possession (collectively, the "**Due Diligence Materials**") relating to, as to the City, the City Property, and as to County, the County Property: (i) all licenses, leases, and permits affecting or relating to the ownership, subdivision, possession or development of their respective property or the construction of improvements thereon, and all amendments and modifications thereto; (ii) applications and correspondence or other written communications to or from any governmental entity, department or agency (regarding any permit, approval, consent or authorization; (iii) the most recent survey, if any; and (iv) any soils reports, engineering data, environmental reports, and other data or studies provided to or otherwise. All Diligence Materials shall be provided to the other Party without any recourse or liability of any type or nature, and each Party assumes all risk of any kind with regard to the use of and reliance upon any of the Due Diligence Materials provided by the other Party.
- (b) **Title Review.** City may cause the Title Company to deliver to the City by email a current preliminary report or current update of existing preliminary report(s) with hyperlinks to the title exception documents (the "**Title Report**") for the County Land, if City does so, City shall have the right to review and approve or disapprove matters in such preliminary report. If City objects in good faith in writing to any title exceptions, then City shall notify County, and County will inform City whether it will remove the objectionable exceptions prior to the Closing, and failure to timely respond shall be deemed an election to not remove them. If County declines to remove an exception or fails to timely respond (or fails to remove the exception) by the Closing, then City may terminate this Agreement.
- (c) **Property Inspection.** Upon written request and reasonable notice, each Party and each Party's representatives, agents, engineers, consultants, contractors, and

designees shall have the right to enter onto the other Party's property commencing upon mutual execution of this Agreement and continuing until the date that is \_ ninety (90) days thereafter (the "Due Diligence Period") for purposes of conducting a survey, and examining, inspecting and investigating the title, soil, subsurface soils, drainage, seismic and other geological and topographical matters, location of asbestos, toxic substances, hazardous materials or wastes. Each Party shall, in a timely manner, repair any and all damage to the property entered into by such Party or representatives, agents, engineers, consultants, contractors, and designees caused by any such inspection or investigation described herein, to a condition substantially the same as the condition prior to such inspection or investigation. Each Party shall hold harmless, defend and indemnify the other Party and all of the principals, members, agents and partners of the other Party from any claim, loss, expense (including attorney's fees), liability or cost which arises due to or out of any inspection by said Party or any of its representatives, agents, engineers, consultants, contractors, and designees (but not for hazardous materials merely discovered by such inspections). The foregoing indemnity shall survive the close or the termination of this transaction.

- (d) **Disapproval/Termination of Physical Condition.** If either Party disapproves of any of the Due Diligence Documents for or condition of, Property it is acquiring, it may terminate this Agreement by written notice given prior to the end of the Due Diligence Period. Neither party shall have the right to terminate this Agreement following the expiration of the Due Diligence Period other than due to a default of the other Party's obligations in accordance with the terms hereof, which continues for five (5) business days after written notice of default from the non-defaulting Party.
- (e) **City Title Policy.** City may, but is not obligated, to request a standard CLTA owners policy of title insurance reasonably acceptable to the City dated as of the Closing Date, indicating title to the County Land is vested in City (the "Title Policy"). If a Title Policy is requested, then issuance of such policy in the form reasonably requested by the requesting Party shall be a condition to Closing.
- (f) **Surplus Property Compliance.**
  - (i) City and County shall consult in good faith with the California Department of Housing and Community Development ("HCD") and seek confirmation from HCD that the City Property and the County Property are exempt surplus properties under California Government Code Section 54221(f)(1)(C) if exchanged pursuant to the terms in this Agreement. Each Party hereby represents and warrants to the other Party that it is not precluded from declaring its property to be exempt surplus property on account of any condition described in Government Code Section 54221(f)(2).
  - (ii) If HCD confirms that the properties are indeed exempt surplus property, then each Party shall adopt its resolution or other documentation and deliver to HCD the adopted resolution or other documentation, together with any written plan or other materials supporting the exemption, at least thirty (30) days prior to the scheduled Closing.

**Apportionment of Taxes.**

- (i) The Transferring Party shall be responsible for all taxes relating to operations of their respective Property, if any, including without limitation, business and occupancy taxes and sales taxes, and personal property taxes, if any ("**Business Taxes**"), payable in respect to (A) in the current fiscal year of the applicable taxing authority in which the Closing Date occurs (the "**Current Tax Year**"), the period prior to the Closing Date and (B) periods prior to the Current Tax Year. Party taking title shall be responsible for all Business Taxes payable in respect to, (C) in the Current Tax Year, the period on and after the Closing Date (which shall be allocated to Party taking title) and (D) periods after the Current Tax Year. The Parties acknowledge that there should be no such Business Taxes as each Party should be exempt.
- (ii) Transferring Party shall be responsible for all real estate taxes and assessment on the Property ("**Property Taxes**"), if any, payable in respect to, (A) in the Current Tax Year, the period prior to the Closing Date, and (B) period prior to the Current Tax Year. The Party taking title shall be responsible for all Property Taxes, if any, payable in respect to (C) in the Current Tax Year, the period on an after the Closing Date (which shall be allocated to Party taking title), and (D) all periods after the Current Tax Year. The Parties acknowledge that there should be no property taxes as each party should be exempt, but that any assessments will need to be prorated as of the date of Closing.

This **Section (g)** shall survive the Closing.

(6) **Closing.**

- (a) **Closing Date and Place.** For purposes of this Agreement, the "**Closing**" shall be defined as the date (the "**Closing Date**") on which the deeds in the form of **Exhibit A-1, A-2, and A-3** attached hereto (the "**Deeds**"), conveying the County Land to City, the City Land to County, and the recording of the Deeds in, on, over, under, and across the real property in the City of Santa Clarita, are recorded in the Official Records of Los Angeles City, California. The Closing shall be conducted through an escrow (the "**Escrow**"), and whose contact information is set forth below (the "**Escrow Company**"). The Closing Date shall occur on or before \_\_\_\_\_ p.m. (Pacific Time) on the date that is \_\_\_\_\_ business days after the Effective Date, or such other date as County and City may agree in writing. Time is of the essence with respect to each of the dates specified above. All funds necessary to consummate the Closing (the "**Funds**") shall be deposited by City into Escrow no later than one (1) Business day prior to the Closing Date. The Escrow Company and Title Company is First American Title Company located at: 207 Goode Avenue, Suite 410, Glendale, CA 91203, and the primary contact person is \_\_\_\_\_ [Escrow Officer?]; (818) 550-2501; TeamLA@firstam.com.
- (b) **County's Closing Deliveries.** At or before the Closing (except as otherwise set forth herein), County shall execute, acknowledge and/or deliver, as applicable, the following items into Escrow (collectively, the "**County's Deliveries**"): \_\_\_\_\_

- (i) The County's Quitclaim Deed attached hereto as **Exhibit A-1**, executed and acknowledged by County, in recordable form;
  - (ii) A preliminary closing statement prepared by the Escrow Company, reflecting all credits, apportionments and adjustments contemplated hereunder (the "**Closing Statement**"), executed by County;
  - (iii) a Written confirmation from HCD that the City Property and the County Property are exempt surplus property pursuant to the Surplus Land Act, and the County has adopted findings to that effect;
  - (iv) Certificates of Acceptance for the City Property Deed and City Easement Deed, duly executed by the County and acknowledged;
  - (v) A Preliminary Change of Ownership form for the City Property it is acquiring; and
  - (vi) Any and all other reasonable documents and funds required by the Escrow Company to carry out and close the exchange transaction pursuant to this Agreement.
- (c) **City's Closing Deliveries.** At or before Closing, City shall execute, acknowledge and/or deliver, as applicable, the following items into Escrow (collectively, the "**City's Deliveries**"):
- (i) The Settlement Consideration;
  - (ii) The City's Quitclaim Deed attached hereto as **Exhibit A-2**, executed and acknowledged by City, in recordable form;
  - (iii) The City's Easement Deed attached hereto as **Exhibit A-3**, executed and acknowledged by City, in recordable form;
  - (iv) A Preliminary Closing Statement prepared by the Escrow Company, executed by City;
  - (v) Written confirmation from HCD that the City Property and the County Property are exempt surplus property pursuant to the Surplus Land Act, and the City has adopted its resolution to that effect;
  - (vi) A Certificate of Acceptance for the County Property Deed, duly executed by the City and acknowledged;
  - (vii) A Preliminary Change of Ownership form for the County Property it is acquiring; and
  - (viii) Any and all reasonable documents and funds required by Escrow Company to carry out and close the exchange transaction pursuant to this Agreement.

- (d) **Closing Expenses.** At Closing, City and County shall each pay 50% of all documentary transfer taxes required to be paid as to the Deeds, if any, and the County shall pay all costs regarding the satisfaction and discharge of any Liens on the City Land and the City will pay all costs regarding the satisfaction and discharge of any Liens on the County Land. The City and County shall each pay 100% of, the premiums for the City's CLTA Policy, and (ii) the Escrow fees and the recording charges with respect to the Deeds, if any. Additionally, the City shall each pay 100% of (1) the additional premium costs to obtain an ALTA Policy and any endorsements desired by the City, and (2) the cost of any Survey ordered by the City. Each Party shall be responsible for its own attorney fees, if any. Any Closing expenses not specified herein shall be borne 100% by the City. .
- (e) **Parties' Conditions Precedent to Closing.** Parties' obligations to consummate the transaction contemplated by this Agreement is subject to the satisfaction of the following conditions (the "**Conditions Precedent**"):
- (i) The due performance by the Parties of each and every undertaking and agreement to be performed by it pursuant to this Agreement, in all material respects, and the truth of each representation and warranty made by the applicable Party in this Agreement in all material respects at the time as of which the same is made and as of the Closing Date as if made on and as of the Closing Date.
  - (ii) County shall have delivered County's Deliveries into Escrow in accordance with **Section 6(b)** above.
  - (iii) City shall have delivered City's Deliveries into Escrow in accordance with **Section 6(c)** above.

In the event that any of the Conditions Precedent are not satisfied as of the Closing Date (A) a Party may waive such applicable contingency by giving written notice thereof to the Escrow Company and proceed with the Closing, or (B) in the absence of such waiver, this Agreement, the Escrow, and the rights and obligations of the Parties hereunder shall terminate, other than the Surviving Obligations (as hereinafter defined), and neither party shall have any further right or obligation hereunder other than the Surviving Obligations; provided, however, that notwithstanding the foregoing, if the failure of condition is the result of a default by County or City of their respective obligations under this Agreement, the disposition of the Parties' respective rights and remedies shall be governed by **Section 10** below. "**Surviving Obligations**" shall mean, collectively: (X) any indemnities and any other indemnification obligations of County to City, or of City to County, under this Agreement that are designated by their terms to survive the termination of this Agreement or the Closing hereunder; (Y) those costs, expenses, and payments specifically stated herein to be the responsibility of City or County, respectively, and (Z) and any other obligations by the Parties under this Agreement that are designated by their terms to survive the termination of this Agreement or the Closing, it being the intention of the Parties that the Parties shall nonetheless be and remain liable for their respective obligations under clauses (X) through (Z) above, notwithstanding the termination of this Agreement for any reason or the Closing hereunder.



- (f) **Continuation of Lease of Leased Premises by Existing Tenant.** It shall also be a condition of Closing, in favor of the City, that the lease for a portion of the County Property with South Coast Air Quality Management District (“SCAQMD”) shall not be terminated by County, and the County shall have provided written notice to SCAQMD, in a form acceptable to City, that upon close of escrow, the City is the new landlord under that lease. The City’s title policy may show such lease as a title exception.
- (g) **Escrow Company Actions at Closing.** At Closing, upon the Escrow Company's receipt of (A) the Transfer Consideration, (B) the City's Deliveries and the County's Deliveries, (C) the final Closing Statements approved and signed by City and County, and (D) final authorization from each of County and City to proceed with Closing, County and City hereby instruct the Escrow Company to:
- (i) Disburse from funds deposited by City with the Escrow Company towards payment of all items chargeable to the account of City pursuant to this Agreement (as reflected in the Closing Statement), including the payment of the Transfer Consideration and all other amounts required to be paid by City to County pursuant to this Agreement, net of any amounts required to be paid by County to City pursuant to this Agreement and the approved Closing Statement, and disburse the balance of such funds, if any, to City.
  - (ii) Record the Deeds, together with the applicable Certificates of Acceptance, and deliver to the Assessor any off-record transfer tax declaration and/or change of ownership statement that may be required by law.
  - (iii) Issue the Title Policy to the City (if such Title Policy is requested by City).
  - (iv) Deliver to the Parties copies of all documents recorded at Closing by the Escrow Company.
- (h) **Operation of the County Land and City Land Prior to the Closing Date.** Between the Effective Date and the Closing Date, County shall continue to operate and maintain the County Land in the usual and ordinary course of business consistent with past practices. Between the Effective Date and the Closing Date, City shall continue to operate and maintain the City Land in the usual and ordinary course of business consistent with past practices. Each Party shall take no action, and shall not cause any third party to take, any action that would materially alter or affect the condition of their respective Property. The Parties shall not enter into, amend, or terminate any leases, licenses or occupancy agreements without obtaining the other Party's prior written consent, which shall be subject to that Party's sole and absolute discretion. The Parties shall not record any documents pertaining to the County Property or the City Property. The Parties shall not enter into or amend any contract that is not reasonably necessary for the normal operation of their respective Property and that cannot be terminated on thirty (30) or fewer days' notice, or waive, compromise or settle any rights of that Party under any contract or other agreement affecting the Property without, in each case, obtaining the other Party's prior written consent, which shall be subject to that Party's sole and absolute discretion. The Parties shall keep in full force and effect all of the existing insurance policies maintained by the applicable Party respecting

their Property or policies providing similar coverage to the existing insurance policies, if any.

(7) **County's Limited License to Use Portion of County Property After Close of Escrow.**

The County shall have the right to use the portion of the County Property currently used as the Placerita Maintenance Yard for a limited duration as provided in this **Section 7**, and the City's title policy may show the following license as an exception to title:

- (a) **Property Subject to License.** The phrase "Placerita Maintenance Yard" means the property within Assessor Parcel Numbers 2833-005-902, 903 and 904 and Parcel 2-27A (Emberbrook Drive), as described and depicted on **Exhibit C**.
- (b) **License.** The County may use the Placerita Maintenance Yard as a maintenance yard in the same manner as it is currently being used and in compliance with all applicable laws but may not store, transport, dispose of or release any hazardous materials or substances. In connection therewith and pursuant to **Section 7(f)**, during the License Term, County shall not terminate its existing lease with the SCAQMD.
- (c) **Term.** The term of the license for the County's use of the entire Placerita Maintenance Yard shall be six (6) months after the close of escrow.
- (d) **Holdover Period.** Upon the expiration of such six (6) month period, provided County is still using the Placerita Maintenance Yard, the County may continue to use the portion of the Placerita Maintenance Yard that is within Assessor Parcel Numbers 2833-005-902 and 903 and Parcel 2-27A (Emberbrook Drive) but not the property within Assessor Parcel No. 2833-004-904 (the portion west of Emberbrook Drive), for up to an additional eighteen (18) months, but that additional holdover term may be terminated by written thirty (30) day notice from the City upon the earlier of: (i) City approval of a construction contract for the Dockweiler Extension Project; or (ii) completion of construction of the new County maintenance yard, as determined in good faith by City. There will be no license fee required.
- (e) **License is not Assignable.** The County may not assign such rights to use the Placerita Maintenance Yard or any portion thereof, or sublicense the Placerita Maintenance Yard or any portion thereof.
- (f) **Indemnification.** The County shall defend, indemnify and hold City harmless from and against any and all claims, liabilities, damages, losses, costs and expenses (including attorneys' fees and costs) directly or indirectly caused by or arising from such use of the County Property by County or violation of the foregoing terms of use, including without limitation caused by or arising from any release, storage or disposal of hazardous substances or materials.
- (g) **Default.** Upon any default by County under this Section 8 not cured within ten (10) days' written notice from City, City may terminate the license, and may enjoin unpermitted uses by County without prior notice or cure period (and the City shall have the right use an action for unlawful detainer to evict the County if the County remains in possession after expiration or earlier termination, the County hereby waiving any defenses based on hardship).



- (h) **Survives Close of Escrow.** The terms of this Section 7 shall survive the close of Escrow. The release by City in Section 9 shall not apply to any obligations of County arising under this Section 7.

(8) **Representations, Warranties, Covenants and Acknowledgments; Releases.**

- (a) **County Representations and Warranties.** County represents and warrants to City, as of the Effective Date and again as of the Closing Date, as follows:
- (i) There are no pending or, to County's actual knowledge, threatened legal actions or arbitrations or reference proceedings at law or in equity, affecting the County Land.
  - (ii) County has not received any notice that County is in default of its obligations under any declarations, reciprocal easement agreements and other similar cross-easements, use agreements, covenants or similar agreements with adjacent property owners governing the use, maintenance or operation of any part of the County Land.
  - (iii) There are no service or maintenance agreements affecting the County Land.
  - (iv) There are no other agreements for the sale, exchange, or transfer of the County Land, or any portion thereof, or the business operated thereon.
  - (v) County has not received written notice from any governmental authority of any pending condemnation action against any of the County Land.
  - (vi) **"As Is" Transfer.** As a material inducement to County's execution and delivery of this Agreement and performance of its duties under this Agreement: EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, CITY HAS AGREED TO ACCEPT TRANSFER OF THE COUNTY LAND ON THE CLOSING DATE ON AN "AS IS" BASIS. COUNTY AND CITY AGREE THAT THE COUNTY LAND WILL BE SOLD "AS IS, WHERE IS, WITH ALL FAULTS" WITH NO RIGHT OF SET-OFF OR REDUCTION IN THE TRANSFER CONSIDERATION, AND, EXCEPT AS SET FORTH IN THIS AGREEMENT, SUCH TRANSFER WILL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, WARRANTY OF INCOME POTENTIAL, OPERATING EXPENSES, USES, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE), AND COUNTY DISCLAIMS AND RENOUNCES ANY SUCH REPRESENTATION OR WARRANTY.
  - (vii) **Release.** Effective from and after the Closing, City hereby waives, releases, acquits, and forever discharges County, and County's Board of Supervisors, agents, directors, officers, and employees to the maximum extent permitted by law, of and from any and all claims, actions, causes of action, demands, rights, liabilities, damages, losses, costs, expenses, or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, that it now has or that may arise in the future because of or

in any way growing out of or connected with this Agreement and the County Land (including without limitation the Condition of the County Land), except matters arising from County's failure to disclose a material fact. City expressly waives its rights granted under the provisions of any law that provides that a general release does not extend to claims that City does not know or suspect to exist in its favor at the time of executing the release, which if known by it must have materially affected its agreement to release County including, without limitation, California Civil Code §1542, which provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

County and City have each initialed this **Section 8(a)(vii)** to further indicate their awareness and acceptance of each and every provision of this Agreement. The provisions of this **Section 8(a)(vii)** will survive the Closing.

County's Initials: \_\_\_\_\_

City's Initials: \_\_\_\_\_

As used herein, the term "**County's actual knowledge**" means the current, actual and personal knowledge of (and only of) \_\_\_\_\_ and does not include knowledge imputed to County from any other person or entity. The named individual is acting for and on behalf of County and in a capacity as an officer or employee of County or one or more of County's affiliates and is in no manner expressly or impliedly making any representations or warranties in an individual capacity. City waives any right to sue or to seek any personal judgment or claim against the named individual.

The representations and warranties of County set forth in this **Section 8** shall survive the Closing for a period of twelve (12) months following the Closing Date (the "**Survival Period**"), and if City fails to provide written notice to County of any breach of such warranties or representations within twelve (12) months after the Closing Date, City will be deemed to have waived all claims for breach of any representations and warranties with respect to the County Land. City's sole remedy will be an action at law for damages as a consequence of such breach or termination of this Agreement under **Section 10(b)** and waiver of any further claims against County.

- (b) **City Representations and Warranties.** City warrants and represents to County, as of the Effective Date and again as of the Closing Date, as follows:

- (i) There are no pending or, to City's actual knowledge, threatened legal actions or arbitrations or reference proceedings at law or in equity, against City or affecting the City Land.
- (ii) City has not received any notice that City is in default of its obligations under any declarations, reciprocal easement agreements and other similar cross-easements, use agreements, covenants or similar agreements with adjacent property owners governing the use, maintenance or operation of any part of the City Land.
- (iii) There are no service or maintenance agreements affecting the City Land.
- (iv) There are no other agreements for the sale, exchange, or transfer of the City Land, or any portion thereof, or the business operated thereon.
- (v) City has not received written notice from any governmental authority of any pending condemnation action against any of the City Land.
- (vi) "As Is" Transfer. As a material inducement to City's execution and delivery of this Agreement and performance of its duties under this Agreement: EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, COUNTY HAS AGREED TO ACCEPT TRANSFER OF THE CITY LAND ON THE CLOSING DATE ON AN "AS IS" BASIS. COUNTY AND CITY AGREE THAT THE CITY LAND WILL BE SOLD "AS IS, WHERE IS, WITH ALL FAULTS" WITH NO RIGHT OF SET-OFF OR REDUCTION IN THE TRANSFER CONSIDERATION, AND, EXCEPT AS SET FORTH IN THIS AGREEMENT, SUCH TRANSFER WILL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, WARRANTY OF INCOME POTENTIAL, OPERATING EXPENSES, USES, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE), AND CITY DISCLAIMS AND RENOUNCES ANY SUCH REPRESENTATION OR WARRANTY.
- (vii) Release. Effective from and after the Closing, County hereby waives, releases, acquits, and forever discharges City, and City's agents, directors, officers, and employees to the maximum extent permitted by law, of and from any and all claims, actions, causes of action, demands, rights, liabilities, damages, losses, costs, expenses, or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, that it now has or that may arise in the future because of or in any way growing out of or connected with this Agreement and the City Land (including without limitation the Condition of the City Land), except matters arising from City's failure to disclose a material fact. County expressly waives its rights granted under the provisions of any law that provides that a general release does not extend to claims that County does not know or suspect to exist in its favor at the time of executing the release, which if known by it must have materially affected its agreement to release City including, without limitation, California Civil Code §1542, which provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

City and County have each initialed this **Section 8(b)(vii)** to further indicate their awareness and acceptance of each and every provision of this Agreement. The provisions of this **Section 8(b)(vii)** will survive the Closing.

City's Initials: \_\_\_\_\_

County's Initials: \_\_\_\_\_

As used herein, the term "**City's actual knowledge**" means the current, actual and personal knowledge of (and only of) \_\_\_\_\_ and does not include knowledge imputed to City from any other person or entity. The named individual is acting for and on behalf of City and in a capacity as an officer or employee of City or one or more of City's affiliates and is in no manner expressly or impliedly making any representations or warranties in an individual capacity. County waives any right to sue or to seek any personal judgment or claim against the named individual.

(viii) The representations and warranties of City set forth in this **Section 8** shall survive the Closing for a period of twelve (12) months following the Closing Date, and if County fails to provide written notice to City of any breach of such warranties or representations within twelve (12) months after the Closing Date, County will be deemed to have waived all claims for breach of any representations and warranties with respect to the City Land. County's sole remedy will be an action at law for damages as a consequence of such breach or termination of this Agreement under **Section 9(b)** and waiver of any further claims against City.

(c) **Remade on Closing Date.** The representations and warranties of County and City set forth in this Agreement shall be true, accurate and correct upon the execution of this Agreement, and shall be deemed to be re-made on and as of the Closing Date (except as they relate only to an earlier date); each Party shall inform the other in writing if a representation or warranty by it becomes incorrect, and upon delivery of such notice, the Party notified may terminate this Agreement.

(9) **Rights and Remedies Upon Default.**

**(a) County's Remedies Upon Default of City.** If the Closing does not occur because of a default under or breach of this Agreement on the part of City, County may (i) terminate this Agreement, in which case neither Party shall have any further right or obligation hereunder other than the Surviving Obligations, and thereupon, County shall have all rights and remedies at law or in equity, including, without limitation, the right to seek damages (except for any punitive, speculative, consequential, or special damages), or (ii) pursue the remedy of specific performance of City's obligations to

proceed to Closing. City acknowledges the unique and special character of the City Property and its utility to County and agrees that specific performance is an appropriate remedy for City's default under this Agreement. The foregoing options are mutually exclusive and are the exclusive rights and remedies available to County at law or in equity in the event the sale of the City Land is not consummated because of City's default under or breach of this Agreement.

**(b)City's Remedies Upon Default of County.** If the Closing does not occur because of a default under or breach of this Agreement on the part of County, City may: (i) terminate this Agreement, in which case neither Party shall have any further right or obligation hereunder other than the Surviving Obligations, and thereupon, City shall have all rights and remedies at law or in equity, including, without limitation, the right to seek damages (except for any punitive, speculative, consequential, or special damages), or (ii) pursue the remedy of specific performance of County's obligations to proceed to Closing. County acknowledges the unique and special character of the County Land and its utility to City and agrees that specific performance is an appropriate remedy for County's default under this Agreement. The foregoing options are mutually exclusive and are the exclusive rights and remedies available to City at law or in equity in the event the sale of the County Land is not consummated because of County's default under or breach of this Agreement.

(10) **Binding Effect.** This Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by the Parties and their respective successors and permitted assigns.

(11) **Governing Law.** This Agreement shall be governed by and construed under and in accordance with the laws of the State of California. Any litigation with respect to this Agreement shall be conducted in the County of Los Angeles, California.

(12) **Time of Essence.** Time shall be deemed of the essence with respect to consummating the transactions contemplated under this Agreement on the Closing Date and with respect to all other obligations of City and County hereunder.

(13) **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which shall constitute one and the same Agreement. The Parties contemplate that they may be executing counterparts of this Agreement transmitted by facsimile or email in PDF format and agree and intend that a signature by email in PDF format shall bind the Party so signing with the same effect as though the signature were an original signature.

(14) **Waiver.** Except as otherwise provided herein, the failure of County or City to insist upon or enforce any of their respective rights hereunder shall not constitute a waiver thereof.

(15) **Construction.** Each Party acknowledges that the Parties have participated equally in the drafting of this Agreement and that accordingly, no court construing this Agreement shall construe it more stringently against one party than the other.

(16) **Headings.** The captions used herein have been included for convenience of reference only and shall not be deemed to vary the content of this Agreement or limit the provisions or scope of any section or paragraph hereof.

(17) **Severability**. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but in the event that any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

(18) **Brokers**. The Parties hereby warrant that they have dealt with no real estate broker in this transaction and that no other broker or other person is entitled to any commission, finder's fee or other similar compensation by virtue of the Parties entering into or consummating this Agreement. Each Party hereby defends and indemnifies the other Party against any claims, losses, liability and damages, including reasonable attorneys' fees and costs, in connection with any commissions, finders' fees or other similar compensation sought, based upon some obligation of the indemnifying Party with respect to this transaction. This **Section 18** shall survive the Closing.

(19) **Assignment**. This Agreement shall not be assigned by City without the prior written consent of County. This Agreement shall not be assigned by County without the prior written consent of City.

(20) **Merger**. All prior statements, understandings, letters of intent, representations and agreements between the Parties, oral or written, are superseded by and merged in this Agreement, which alone fully and completely expresses the agreement between County and City in connection with this transaction and which is entered into after full investigation, neither party relying upon any statement, understanding, representation or agreement made by the other not embodied in this Agreement.

(21) **General Rules of Interpretation**. Words and phrases contained herein shall be construed according to the context and the approved usage of the English language, but technical words and phrases, and such others as have acquired a peculiar and appropriate meaning by law, or are defined in this Agreement, are to be construed according to such technical, peculiar, and appropriate meaning or definition. Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. As used in this Agreement, the word "includes or "including" means including without limitation, the word "or" is not exclusive and the words "herein," "hereof," "hereto" and hereunder refer to this Agreement as a whole unless the context otherwise requires, and references herein: (a) to articles, paragraphs, sections and exhibits mean the articles, paragraphs, sections and exhibits which are part of this Agreement as amended, supplemented or modified from time to time to the extent permitted by the provisions thereof and by this Agreement, (b) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented or modified from time to time to the extent permitted by the provisions thereof and by this Agreement, and (c) to a statute means such statute as amended, supplemented or replaced from time to time. The exhibits, schedules, addenda, and attachments which are attached to this Agreement are made a part of this Agreement.

(22) **Date of Performance**. If the date of the performance of any term, provision or condition of this Agreement shall happen to fall on a Saturday, Sunday or other non-Business Day, the date for the performance of such term, provision or condition shall be extended to the next succeeding Business Day immediately thereafter occurring.

(23) **Third Parties.** This Agreement shall not be deemed to confer in favor of any third parties any rights whatsoever as third-party beneficiaries, the Parties intending by the provisions hereof to confer no such benefits or status.

(24) **Acceptance of the Deeds.** The delivery by County of the Deed into Escrow for the County Land and the delivery by City of the Deed into Escrow for the City Land, the Settlement Consideration, and the Easement Deed, and the recordings thereof by the Escrow Company in accordance with the terms and conditions of this Agreement, shall be deemed to be the full performance and discharge of every agreement, obligation, and covenant, guaranty, representation, or warranty on the part of County and City, respectively, to be performed pursuant to the provisions of this Agreement in respect of the Property, except for the Surviving Obligations. Certain provisions of this Agreement, as expressly provided herein, shall survive Closing or termination. This **Section 24** shall survive the Closing.

(25) **Notices.** All notices, elections, consents, approvals, demands, objections, requests or other communications which County or City may be required or desire to give pursuant to, under or by virtue of this Agreement (collectively, "**Notices**") must be in writing and sent by (a) registered or certified mail, return receipt requested, with postage prepaid, or (b) nationally recognized overnight courier service that provides receipted delivery service, delivery charges prepaid, addressed to the respective party at the address for each set forth below. Notices shall be deemed received, and the time period for which a response to any such notice must be given or any action taken with respect thereto (including cure of any prospective Event of Default) shall commence to run upon the earlier of (a) if sent by overnight courier, on the date of delivery if delivered before 5:00 p.m. on a Business Day, and otherwise on the next Business Day, or (b) if mailed, on the date of delivery as shown on the sender's registered mail or certified mail receipt. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the Notice. County or City may designate another addressee or change its address for notices and other communications hereunder by a notice given to the other in the manner provided in this **Section 25**.

To County: Los Angeles County Public Works  
900 S. Fremont Avenue  
Alhambra, California 91803  
Attn: Survey/Mapping & Property Management  
Division

With a copy to: County of Los Angeles  
Office of the City Counsel  
648 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012-2713  
Attn: Public Works Division

To City: City of Santa Clarita  
23920 Valencia Blvd.  
Santa Clarita, CA 91355  
Attn: City Clerk

With copies to: City of Santa Clarita  
23920 Valencia Blvd.  
Santa Clarita, CA 91355

Attn: Director of Public Works

and:

Kevin G. Ennis, Esq.  
Richards, Watson & Gershon  
350 South Grand Avenue, Suite 3700  
Los Angeles, CA 90071

- (26) **No Modification.** This Agreement constitute the entire agreement between the Parties with respect to the transactions contemplated hereby and supersedes all prior understandings or agreements between the Parties as to the subject matter hereof. No term or provision of this Agreement may be changed or waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.
- (27) **Rights of the Escrow Company.** If there is any dispute as to whether the Escrow Company is obligated to deliver any monies and/or documents which it now or hereafter holds (collectively, the "**Escrowed Property**") or as to whom any Escrowed Property are to be delivered, the Escrow Company shall not be obligated to make any delivery, but, in such event, may hold same until receipt by the Escrow Company of an authorization, in writing, signed by all of the parties having an interest in such dispute directing the disposition of same; or, in the absence of such authorization, the Escrow Company may hold any Escrowed Property until the final determination of the rights of the parties in an appropriate proceeding. Within three (3) Business Days after receipt by the Escrow Company of a copy of a final judgment or order of a court of competent jurisdiction, certified by the clerk of such court or other appropriate official, the Escrowed Property shall be delivered as set forth in such judgment or order. A judgment or order under this Agreement shall not be deemed to be final until the time within which to take an appeal therefrom has expired and no appeal has been taken, or until the entry of a judgment or order from which no appeal may be taken. If such written authorization is not given or proceeding for such determination is not begun and diligently continued, the Escrow Company shall have the right to bring an appropriate action or proceeding for leave to deposit the Escrowed Property in court, pending such determination. In the event that the Escrow Company places any Escrowed Property in the registry of the governing court in and for Los Angeles City, California and files an action of, interpleader, naming the Parties, the Escrow Company shall be released and relieved from any and all further obligation and liability hereunder or in connection herewith. If, without gross negligence on the part of the Escrow Company, the Escrow Company shall become a party to any controversy or litigation with respect to the Escrowed Property or any other matter respecting this Agreement, County and City shall jointly and severally hold the Escrow Company harmless from any damages or losses incurred by the Escrow Company by reason of or in connection with such controversy or litigation. The provisions of this **Section 27** shall survive the Closing or termination of this Agreement.
- (28) **Solicitation of Consideration.** It is improper for any County officer, employee or agent to solicit consideration in any form from City with the implication, suggestion or statement that City's provision of the consideration may secure more favorable treatment for City in the award of this Agreement or that City's failure to provide such consideration may negatively affect the County's consideration of the City's offer to sell the Property. City shall not offer or give, either directly or through an intermediary, consideration in any form



to a County officer, employee or agent who has had any involvement in the negotiation, consummation or administration/management of this Agreement. City shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County Manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in termination of this Agreement.

- (29) **No Offer or Binding Contract.** The Parties agree that the submission of an unexecuted copy or counterpart of this Agreement by one party to another is not intended by either party to be, or be deemed to be a legally binding contract or an offer to enter into a legally binding contract. The Parties shall be legally bound pursuant to the terms of this Agreement only if and when the Parties have been able to negotiate all of the terms and provisions of this Agreement in a manner acceptable to each of the Parties in their respective sole discretion, and both County and City have fully executed and delivered this Agreement.

[Signatures on following page(s)]

**IN WITNESS WHEREOF**, County and City have caused this Agreement to be executed and delivered, as of the Effective Date.

**"County"**

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

**LOS ANGELES COUNTY PUBLIC WORKS**

By: \_\_\_\_\_  
Mark Pestrella, P.E.  
Director

**ATTEST:**

**DEAN C. LOGAN**  
Registrar-Recorder/County Clerk  
of the County of Los Angeles

By: \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**

**DAWYN R. HARRISON**  
County Counsel

By: \_\_\_\_\_  
Deputy

[City Signatures on following page]

**"City"**

**CITY OF SANTA CLARITA,**  
a California municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

**City Attorney**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACCEPTANCE BY ESCROW COMPANY**

The undersigned hereby accepts the duties of the Escrow Company, as escrow agent, under that certain Agreement of Real Property Transfer between County of Los Angeles, as County, and the City of Santa Clarita, as City, dated \_\_\_\_\_, 20\_\_, and relating to the properties located at \_\_\_\_\_, Santa Clarita, California, as more particularly described in said Agreement, subject to and in accordance with all the terms and conditions thereof.

Dated \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
*Its Duly Authorized Representative*

# ORIGINAL

RECORDING REQUESTED BY  
AND MAIL TO:

City of Santa Clarita  
Attention: City Clerk  
23920 Valencia Blvd., Suite 300  
Santa Clarita, CA 91355

*Space above this line reserved for Recorder's use*

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

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

THE UNDERSIGNED GRANTOR(S) DECLARE(S) DOCUMENTARY  
TRANSFER TAX is \$ Zero

Assessor's Identification Numbers:

2833-005-902, 903, 904

2833-005-(a portion of Emberbrook Dr and future streets)

2833-001, 2833-004, 2833-005-(portions of Lyons Ave)

2833-001, 2833-004, 2833-005, 2833-006-(portions of  
Placerita Cyn Rd)

## QUITCLAIM DEED

For a valuable consideration, receipt of which is hereby acknowledged, the COUNTY OF LOS ANGELES, a body corporate and politic, does hereby remise, release, and forever quitclaim to the CITY OF SANTA CLARITA, a municipal corporation, all its right, title, and interest in and to those certain real properties, in the City of Santa Clarita, County of Los Angeles, State of California, the areas described in the following documents and shown on and delineated on Exhibit A, attached hereto and by this reference made a part hereof.

Resolution recorded on June 11, 1971, as Document No. 3414, of Official Records, in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles.

Resolution recorded on July 10, 1963, as Document No. 3509, of Official Records, in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles.

Final Order of Condemnation recorded on January 24, 1972, as Document No. 2714 of official records, in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles, described as Parcel Nos.12-14, 12-14D.1, and 12-14D.2, in said document.

Deed recorded on October 14, 1970, as Document No. 2999, of Official Records, in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles.

Deed recorded on January 21, 1971, as Document No. 2658, of Official Records, in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles.

(Filed with: EMBERBROOK DR (2))  
I.M. 249-117  
S.D. 5 M2277003  
Project ID No. MPR0001069

Offer to Dedicate documents recorded on September 4, 1974 as Document Nos. 3181, 3182, and 3183 all of Official Records, in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles.

Easement Documents recorded on September 4, 1974, as Document Nos. 3184, 3185, and 3186, of Official Records, in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles.

Permanent Road Easement Deed, recorded on January 21, 1971, as Document No. 2660, of Official Records, in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles.

Deed recorded on April 1, 1971, as Document No. 3927, of Official Records, in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles.

Deed recorded on October 6, 1970, as Document No. 3310, of Official Records, in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles.

Road Deed recorded on June 15, 1967, as Document No. 3590, of Official Records, in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles.

Road Deed recorded on June 15, 1967, as Document No. 3592, of Official Records, in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles.

Pursuant to the authority delegated by the Board of Supervisors of the County of Los Angeles, this Quitclaim Deed has been executed on behalf of said COUNTY by the Director of the Los Angeles County Public Works on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

COUNTY OF LOS ANGELES,  
a body corporate and politic

MARK PESTRELLA, PE  
Director of Public Works

By \_\_\_\_\_  
GREG EVEN  
Assistant Deputy Director  
Survey/Mapping & Property Management Division





**CITY OF SANTA CLARITA  
CERTIFICATE OF ACCEPTANCE**

This is to certify that the interests in real properties conveyed by the Quitclaim Deed herein, dated \_\_\_\_\_, from the COUNTY OF LOS ANGELES, a body corporate and politic, to the CITY OF SANTA CLARITA, a municipal corporation, is hereby accepted pursuant to authority conferred by Resolution No. \_\_\_\_\_ of the City Council of the City of Santa Clarita, adopted \_\_\_\_\_, and the CITY consents to recordation thereof by its duly authorized officer.

Dated: \_\_\_\_\_

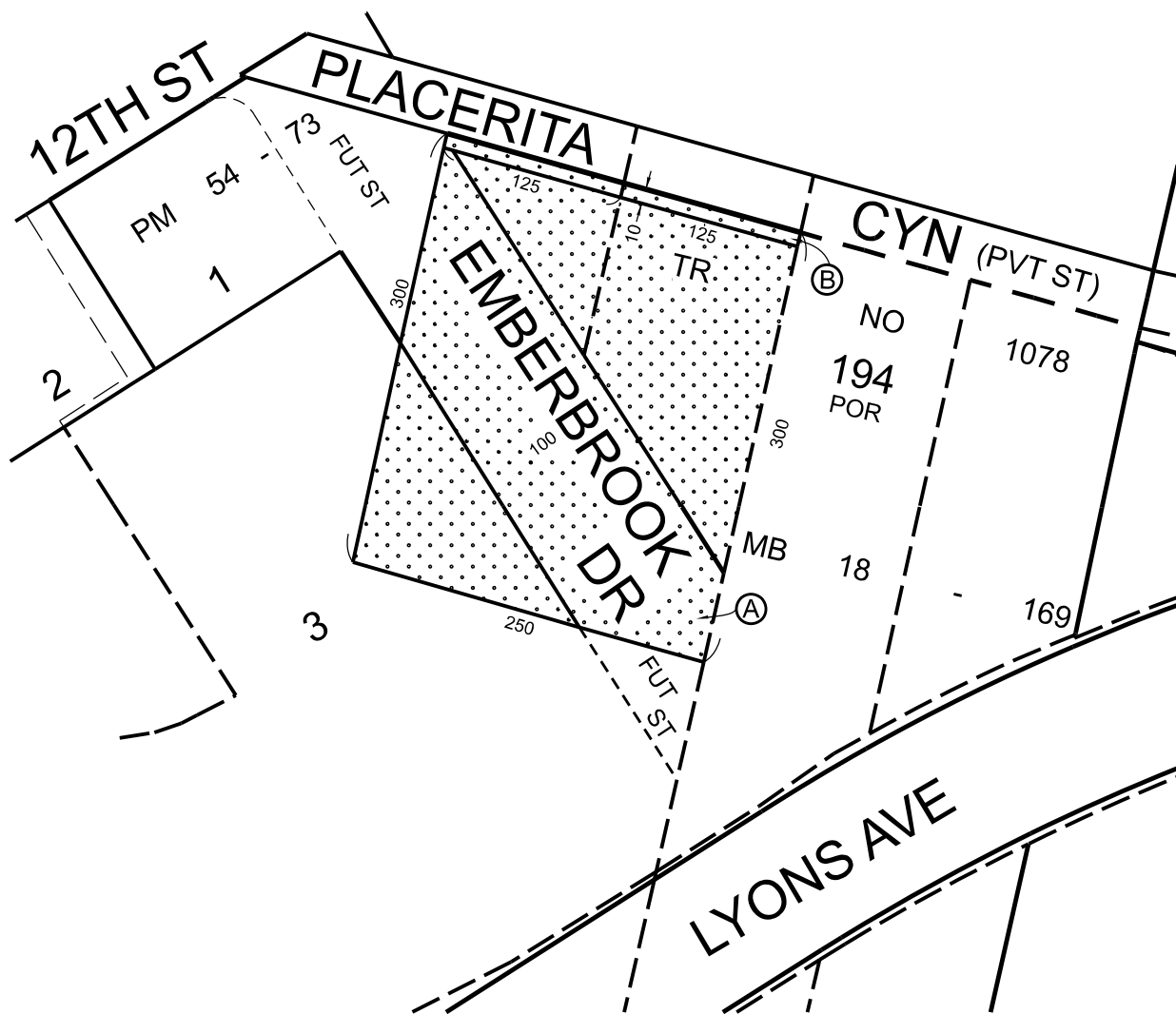
By: \_\_\_\_\_

Name: \_\_\_\_\_

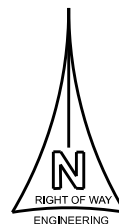
Title: \_\_\_\_\_

City of Santa Clarita

# EXHIBIT A



- Ⓐ EMBERBROOK DR  
PARCEL 2-27A, ≈31,560 ±SQ. FT.  
PER DOC NO. 3414
- Ⓑ PLACERITA CYN RD  
PARCEL 5-40, ≈2500 ±SQ. FT.  
PER DOC NO. 3509



ALL IN THE CITY OF SANTA CLARITA

LOS ANGELES COUNTY PUBLIC WORKS SURVEY/MAPPING & PROPERTY MANAGEMENT DIVISION			
I.M. 249-117 S.D. 5	FILED WITH: EMBERBROOK DR (2)		
DATE 7/11/2024	SCALE: NO SCALE	A.I.N. 2833-005-902, 903, 904 AND EMBERBROOK DRIVE	
PREPARED BY C. MAR	REVIEWED BY N. SALAZAR	PROJECT I.D. MPR0001069	PROJECT NO. M2277003

**LEGEND**



AREA TO BE QUITCLAIMED  
CONTAINING: ≈75,440 ±SQ. FT.





# ORIGINAL

RECORDING REQUESTED BY  
AND MAIL TO:

LOS ANGELES COUNTY PUBLIC WORKS  
P.O. Box 1460  
Alhambra, CA 91802-1460  
Attention Survey/Mapping & Property  
Management Division  
Real Estate Services Section

*Space Above This Line Reserved 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:  
2840-001-906 (Portion)

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

THE UNDERSIGNED GRANTOR(S) DECLARE(S) DOCUMENTARY  
TRANSFER TAX IS \$ZERO

## QUITCLAIM DEED

For a valuable consideration, receipt of which is hereby acknowledged, the CITY OF SANTA CLARITA, a municipal corporation, does hereby remise, release and forever quitclaim to the COUNTY OF LOS ANGELES, a body corporate and politic, all it right, title, and interest in and to the real property in the City of Santa Clarita, County of Los Angeles, State of California, described as Parcel No. 1-1R in Exhibit A and shown on and delineated on Exhibit B, both of which are attached hereto and by this reference made a part hereof.

Reserving unto the grantor, with the right to convey to others, an easement for ingress and egress and utility purposes in, over, upon and across that portion of the above-mentioned Parcel No. 1-1R, described in said Exhibit A and shown on and delineated on said Exhibit B.

IN WITNESS WHEREOF, on \_\_\_\_\_, 20\_\_\_\_\_, the CITY OF SANTA CLARITA, a municipal corporation, has caused this Quitclaim Deed document to be executed by its duly authorized officer pursuant to a resolution adopted by its City Council.

CITY OF SANTA CLARITA,  
a municipal corporation

By \_\_\_\_\_  
Mayor

(City Seal)

ATTEST:

By \_\_\_\_\_  
City Clerk

Project Name: Placerita Yard  
PLACERITA YARD 1-1R  
A.I.N. 2840-001-906 (Portion)  
I.M. 264-157  
S.D. 5 M2277003  
Project ID No. MPR0001069

**ACKNOWLEDGMENT FORM**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public,  
(insert name of the officer) (insert title of the officer)

personally appeared \_\_\_\_\_

(insert name(s) and title(s))

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

NOTARIES: ATTACH ADDITIONAL OR OTHER FORMS, IF REQUIRED

**ACKNOWLEDGMENT FORM  
(FOR COUNTY USE ONLY)**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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

On \_\_\_\_\_, before me, \_\_\_\_\_, Deputy County Clerk of  
the County of Los Angeles, personally appeared \_\_\_\_\_

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Deputy County Clerk of the County of Los Angeles

(Seal)

APPROVED as to title and execution,

\_\_\_\_\_, 20\_\_\_\_\_.

LOS ANGELES COUNTY PUBLIC WORKS  
Survey/Mapping & Property Management Division

Supervising Title Examiner

By \_\_\_\_\_

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the within deed or grant is hereby accepted under the authority conferred by Ordinance No. 95-0052, duly and regularly adopted by the Board of Supervisors of the County of Los Angeles on the 26th day of September 1995, and the Grantee consents to the recordation thereof by its duly authorized officer.

Dated \_\_\_\_\_

By \_\_\_\_\_

GREG EVEN  
ASSISTANT DEPUTY DIRECTOR  
Survey/Mapping & Property Management Division

# EXHIBIT A

Project Name: Placerita Yard

**PLACERITA YARD 1-1R**

A.I.N. 2840-001-906 (Portion)

I.M. 264-157

Fifth District

## LEGAL DESCRIPTION

### PARCEL NO. 1-1R (Fee for Placerita Yard):

That portion of Parcel 1, Parcel Map No. 18161, as shown on map filed in Book 215, pages 6 through 9, of Parcel Maps, in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles, within the following described boundaries:

Beginning at the southeasterly corner of that certain parcel of land, described as WELL SITE #2 in deed to the Newhall County Water District, recorded as Document No. 3275, on February 27, 1968, of Official Records, in the office of said Registrar-Recorder/County Clerk; thence along the easterly line of said parcel of land, North 2°04'59" East 50.00 feet to the northeasterly corner of said parcel of land; thence North 1°24'11" East 15.71 feet; thence North 88°00'26" West 48.14 feet; thence North 3°50'36" East 25.94 feet; thence North 61°43'34" East 40.69 feet; thence North 30°50'55" West 13.74 feet; thence North 5°52'40" West 34.59 feet to the northerly boundary of said Parcel 1; thence North 80°30'16" East, along said northerly boundary, a distance of 449.82 feet; thence leaving said boundary, South 15°33'21" West 173.92 feet; thence South 27°18'03" West 131.15 feet; thence North 80°51'14" West 322.03 feet to the point of beginning.

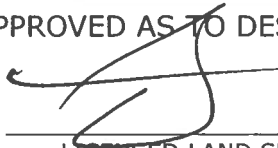
Reserving unto the grantor, with the right to convey to others, an easement for ingress and egress and utility purposes in, over, upon and across that portion of the above-described Parcel No. 1-1R, lying within a strip of land, 24 feet wide, 12 feet on each side of the centerline of Norland Drive (Private and Future Street), 60 feet wide, as shown on above-mentioned map.

Containing 2.00± Acres

**EXHIBIT A**



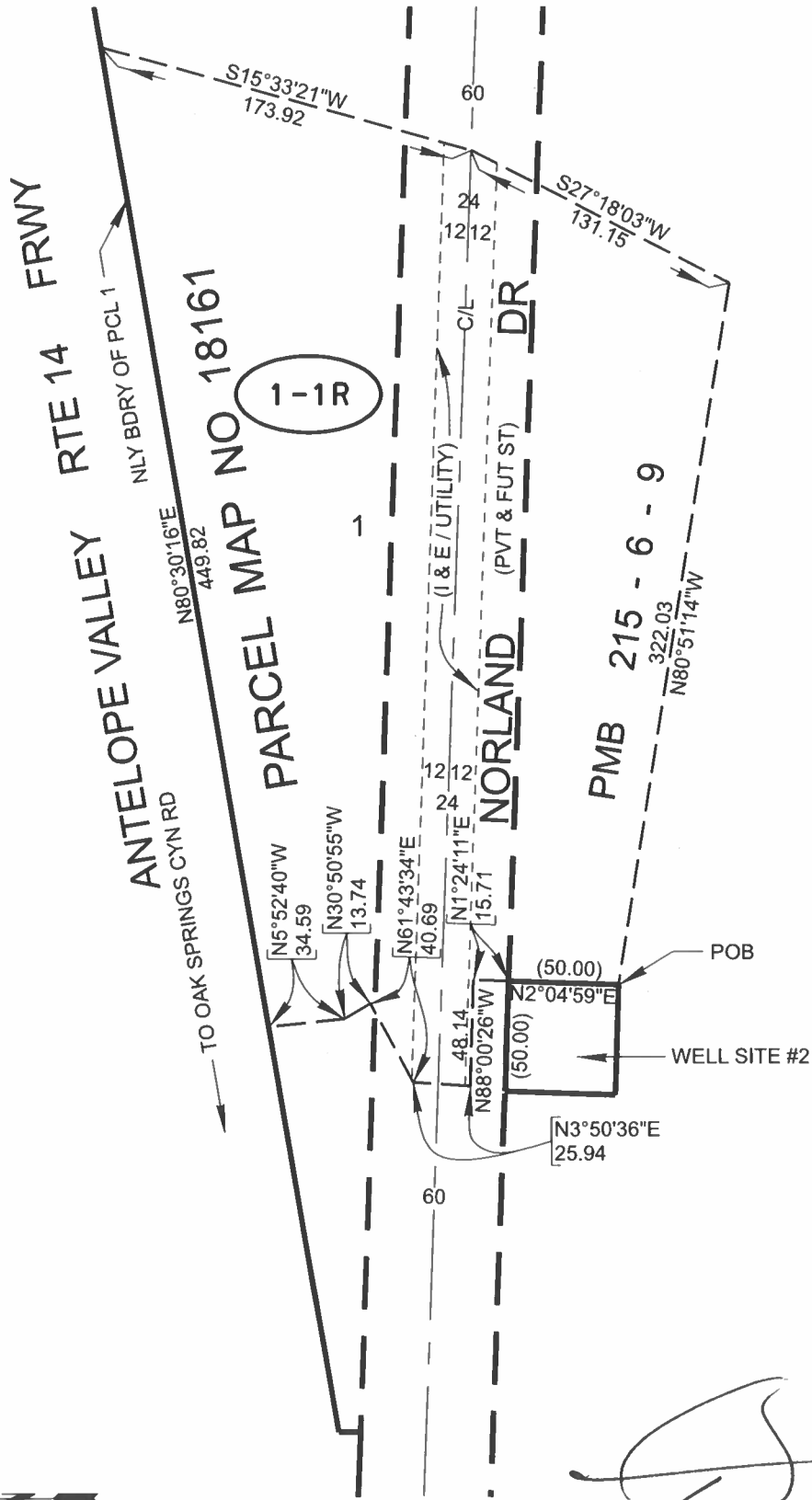
APPROVED AS TO DESCRIPTION

By  \_\_\_\_\_  
LICENSED LAND SURVEYOR  
Los Angeles County Public Works

Dated August 27, 2024



# EXHIBIT B



BY:  LICENSED SURVEYOR

8.27.2024  
DATE

NO SCALE  
DIMENSIONS ARE IN FEET.  
( ) = RECORD DIMENSIONS  
AREA = 2.00± ACRES

PREPARED BY: R. ORGANO 8-26-2024

**PLACERITA YARD**  
A.I.N. 2840-001-906 (PORTION)

# ORIGINAL

RECORDING REQUESTED BY  
AND MAIL TO:

LOS ANGELES COUNTY PUBLIC WORKS  
P.O. Box 1460  
Alhambra, CA 91802-1460  
Attention: Survey/Mapping & Property  
Management Division  
Real Estate Services Section

*Space Above This Line Reserved 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:  
2840-001-906 (Portion)

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

THE UNDERSIGNED GRANTOR(S) DECLARE(S) DOCUMENTARY  
TRANSFER TAX IS \$ ZERO

## EASEMENT

For a valuable consideration, receipt of which is hereby acknowledged, the CITY OF SANTA CLARITA, a municipal corporation, does hereby grant to the COUNTY OF LOS ANGELES, a body corporate and politic (hereinafter referred to as COUNTY), an easement for ingress and egress and utility purposes, with the right to allow the County to grant utility easements to public utility companies in, on, over, under, and across the real property in the City of Santa Clarita, County of Los Angeles, State of California, described in Exhibit A and shown on and delineated on Exhibit B, both of which are attached hereto and by this reference made a part hereof.

Together with the further right to enter upon and to pass and repass over and along said easement and right of way and to deposit tools, implements, and other materials thereon by said COUNTY, its officers, agents, and employees, and by persons under contract with it and their employees, whenever and wherever necessary, for the purposes above set forth.

IN WITNESS WHEREOF, on \_\_\_\_\_, 20\_\_\_\_\_, the CITY OF SANTA CLARITA, a municipal corporation, has caused this Easement document to be executed by its duly authorized officer pursuant to a resolution adopted by its City Council.

CITY OF SANTA CLARITA,  
a municipal corporation

By \_\_\_\_\_  
Mayor

(City Seal)

ATTEST:

By \_\_\_\_\_  
City Clerk

Project Name: Placerita Yard  
PLACERITA YARD 1-1E  
A.I.N. 2840-001-906 (Portion)  
I.M. 264-157  
S.D. 5 M2277003  
Project ID No. MPR0001069

**ACKNOWLEDGMENT FORM**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public,  
(insert name of the officer) (insert title of the officer)

personally appeared \_\_\_\_\_

(insert name(s) and title(s))

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

NOTARIES: ATTACH ADDITIONAL OR OTHER FORMS, IF REQUIRED

**ACKNOWLEDGMENT FORM  
(FOR COUNTY USE ONLY)**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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

On \_\_\_\_\_, before me, \_\_\_\_\_, Deputy County Clerk of  
the County of Los Angeles, personally appeared \_\_\_\_\_

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Deputy County Clerk of the County of Los Angeles

(Seal)

APPROVED as to title and execution,

\_\_\_\_\_, 20\_\_\_\_\_.

LOS ANGELES COUNTY PUBLIC WORKS  
Survey/Mapping & Property Management Division

Supervising Title Examiner

By \_\_\_\_\_

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the within deed or grant is hereby accepted under the authority conferred by Ordinance No. 95-0052, duly and regularly adopted by the Board of Supervisors of the County of Los Angeles on the 26th day of September 1995, and the Grantee consents to the recordation thereof by its duly authorized officer.

Dated \_\_\_\_\_

By \_\_\_\_\_

GREG EVEN  
ASSISTANT DEPUTY DIRECTOR  
Survey/Mapping & Property Management Division

# EXHIBIT A

Project Name: Placerita Yard

**PLACERITA YARD 1-1E**

A.I.N. 2840-001-906 (Portion)

I.M. 264-157

Fifth District

## LEGAL DESCRIPTION

**PARCEL NO. 1-1E** (Easement for Ingress & Egress and Utility purposes):

### Part A:

That portion of that certain 60-foot-wide and variable width strip of land in Parcel 1, Parcel Map No. 18161, filed in Book 215, pages 6 through 9, of Parcel Maps, in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles, shown and designated on said map as NORLAND DRIVE (PRIVATE AND FUTURE STREET), within a strip of land, 24 feet wide, lying 12 feet on each side of the following described centerline:

Beginning at the intersection of the centerline of said 60-foot-wide and variable width strip of land and the northerly prolongation of the easterly line of that certain parcel of land described as WELL SITE #2 in deed to the Newhall County Water District, recorded as Document No. 3275, on February 27, 1968, of Official Records, in the office of said Registrar-Recorder/County Clerk; thence North 87°46'26" West, along said centerline, a distance of 256.63 feet; thence South 89°29'55" West 1213.44 feet; thence leaving said centerline North 89°24'52" West 522.75 feet to the westerly boundary of said Parcel 1.

The sidelines of said 24 foot wide strip of land are to be prolonged or shortened at the angle points so as to terminate at their points of intersection and are to be prolonged or shortened at their ends so as to terminate in the westerly and northwesterly boundary of said Parcel 1.

EXCEPTING therefrom that portion lying easterly of the following described lines:

Beginning at the southeasterly corner of said WELL SITE #2; thence North 2°04'59" East, along the easterly line of said WELL SITE #2, a distance of 50.00 feet to the northeasterly corner of said WELL SITE #2; thence North 1°24'11" East 15.71 feet; thence North 88°00'26" West 48.14 feet; thence North 3°50'36" East 25.94 feet;

# EXHIBIT A

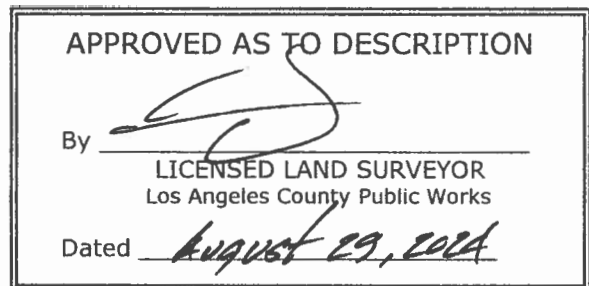
thence North 61°43'34" East 40.69 feet; thence North 30°50'55" West 13.74 feet; thence North 5°52'40" West 34.59 feet to the northerly boundary of said Parcel 1.

## Part B:

All that portion of that certain 2-foot-wide strip of land in above-mentioned Parcel 1, shown and designated on above-mentioned map as OAK SPRINGS CANYON ROAD (PRIVATE AND FUTURE STREET).

EXCEPTING therefrom that portion lying southerly of the westerly prolongation of the southerly line of above-described Part A.

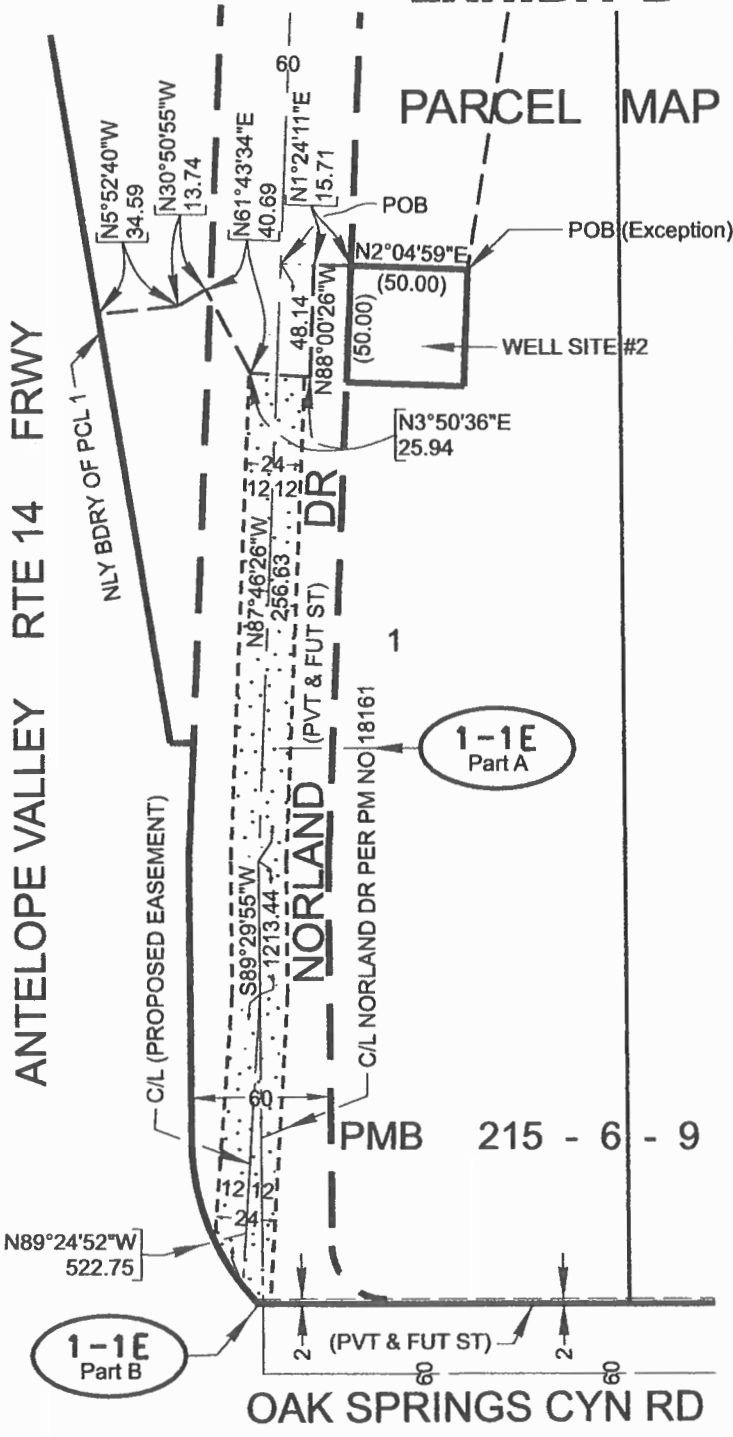
Total area of **PARCEL NO. 1-1E**, having 2 parts, containing 1.1± Acres.



# EXHIBIT B

## PARCEL MAP NO 18161

ANTELOPE VALLEY RTE 14 FRWY



NO SCALE

●●●●● PARCEL NO. 1-1E  
AREA: 1.1± ACRES

E: DENOTES EASEMENT FOR INGRESS & EGRESS AND UTILITY PURPOSES  
DIMENSIONS ARE IN FEET.  
( ) = RECORD DIMENSIONS

PREPARED BY: R ORGANO 8-29-2024

BY: *[Signature]*  
LICENSED SURVEYOR

*8-29-2024*  
DATE

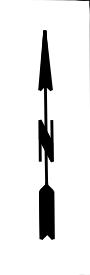
**PLACERITA YARD (Ingress & Egress/Utility)**  
A.I.N. 2840-001-906 (PORTION)



LEGEND

- 1** ITEMS TO BE REMOVED FROM PROPERTY
    - TOTAL OF NINE (9) STORAGE CONTAINERS
    - CONSTRUCTION MATERIAL (SIGNS, STRIPING MATERIAL, ETC)
    - PORTABLE RESTROOMS
    - ICE MACHINE
    - RECREATIONAL VEHICLE
  - 2** ITEMS TO REMAIN ON SITE
    - CONCRETE BUNKERS
    - OFFICE TRAILERS
- \*\*UTILITIES TO BE DISCONNECTED AND ABANDONED IN PLACE\*\*

AQMD  
PROPERTY



22216

Google