



COUNTY OF LOS ANGELES  
DEPARTMENT OF PARKS AND RECREATION

*"Parks Make Life Better!"*

Norma E. García-González, Director

Alina Bokde, Chief Deputy Director

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January 13, 2026

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:

**COUNTY OF LOS ANGELES DEPARTMENT OF PARKS AND RECREATION  
TRANSFER OF 12080 BROWNS CANYON ROAD,  
UNINCORPORATED CHATSWORTH  
TO THE MOUNTAINS RECREATION & CONSERVATION AUTHORITY,  
APPROVE FUNDING AGREEMENT  
FOR THE BROWNS CANYON TRANSFER PROJECT  
(FIFTH DISTRICT) (4 VOTES)**

**SUBJECT**

Approval of the recommended actions will approve and authorize the transfer of approximately 27.15 acres of unimproved County-owned land at 12080 Browns Canyon Road in the unincorporated area of Chatsworth, also identified as Assessor Parcel Number 2821-008-908, to the Mountains Recreation & Conservation Authority (MRCA) for recreational open space purposes, and approve a Funding Agreement for the transfer of a one-time maintenance fund of Five Hundred Thousand Dollars (\$500,000) to the MRCA.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed transfer of unimproved real property is categorically exempt from the California Environmental Quality Act for the reasons stated herein and the reasons reflected in the record of the proposed project.
2. Find that the 27.15-acre property located at 12080 Browns Canyon Road (Property) is not required for County use.
3. Find that the proposed transfer for the Property to MRCA is exempt surplus land pursuant to Government Code 54221(f)(1)(D).

4. Direct the County of Los Angeles Department of Parks and Recreation (LA County Parks) to have a copy of this Board Letter, determining that the Property is exempt surplus land, submitted to the California Department of Housing and Community Development at least 30 days prior to the transfer.
5. Approve transfer of Property to MRCA pursuant to Government Code section 25365.
6. Authorize the Director of LA County Parks, or her designee, to execute a Property Transfer Agreement between the County and the MRCA (Attachment I).
7. Authorize the Director of LA County Parks, or her designee, to execute the quitclaim deed (Attachment II) consistent with the Property Transfer Agreement and applicable conditions (Attachment I) which will provide public trail access and long-term preservation of the site as open space in perpetuity, per sections c and d of the quitclaim deed.
8. Authorize the Director of LA County Parks, or her designee, to execute a Funding Agreement between the County and MRCA (Attachment III).
9. Approve Browns Canyon Property Fund Transfer, a one-time funding transfer of \$500,000 from the Sunshine Canyon Landfill Mitigation Trust Fund (S4F) to MRCA.
10. Authorize the Director of LA County Parks, or her designee, and the Chief Executive Officer, or her designee, to execute any other documents necessary to complete the Property transfer upon approval as to form by County Counsel.

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

Approval of the recommended actions (Project) will find that the proposed Property transfer is exempt from the California Environmental Quality Act (CEQA) and the Surplus Land Act and authorize the County of Los Angeles (County) to transfer the Property to the Mountains Recreation & Conservation Authority (MRCA) for open space and recreational purposes.

In March of 2015, the County acquired the subject 27.15-acre Green Ranch property in Browns Canyon (Property), for the purpose of building an equestrian facility and trailhead to provide access and trail connectivity to the thousands of acres of open space at the adjacent Michael D. Antonovich Regional Park at Joughin Ranch. The County has already cleared the Property by removing debris, trash, vehicles, equipment and dilapidated structures including the previous equestrian center and all other structures. The County

has also added approximately 100 feet of coral fencing running both directions from the entrance gate, performed minor repairs to the gate as well as adding road base approximately 50 feet on each side of the bridge to prevent erosion.

LA County Parks coordinated with the Department of Public Works (PW) to investigate the Property and the requirements of converting the current private road, which serves as the sole site access, to legal public access. Per PW's investigation, the rough cost estimate to upgrade the private road to current standards was estimated at approximately \$2,000,000, with an additional \$150,000 required every few years for maintenance. This estimate, however, did not include unforeseen events such as fires and storm washouts that would require additional expensive road repairs and/or reconstruction. Due to potential unforeseen costs, the initial PW estimate is not a clear indicator of future maintenance costs for the road. As such, the County's ability to forecast future maintenance costs toward securing future access rights for the Property via the sole private road that provides ingress and egress, renders further development of the Property by the County infeasible.

To ensure continued public trail access, regional connectivity, and long-term preservation of the site as open space in perpetuity, LA County Parks will transfer the property to MRCA for permanent ownership and stewardship. The MRCA is a joint powers agency dedicated to the preservation and management of open space, parklands, wildlife habitat, watershed lands, and trail systems throughout the region. Within the Browns Canyon area, MRCA manages significant public lands, including the adjacent 257-acre Hidden Creeks Parkland and the 11,000-acre Michael D. Antonovich Regional Park at Joughin Ranch, which together contain an extensive multi-use trail network.

The proposed transfer will protect existing trails within the property and support the enhancement of regional trail connectivity, including potential future linkages with the adjacent Porter Ranch residential community in the City of Los Angeles and with the MRCA's Hidden Creeks property. The action will ensure the continued operation of the property as publicly accessible open space and preserve opportunities for future trail improvements consistent with the regional trail network in the Santa Susana Mountains. The MRCA will maintain the property in perpetuity for public use, ensure trails remain open and available for multi-use recreation, and install signage identifying the property as public land and noting its hours of operation. This action advances the Board's priorities to expand equitable access to parks and trails, strengthen regional connectivity, and protect critical natural lands and habitat corridors within Los Angeles County's system of parks and open space.

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

The recommended actions will support the County's Strategic Plan Goal to Foster Vibrant

and Resilient Communities by improving sustainability efforts through continued natural resource protection efforts. The recommended action supports efforts to continue to preserve open space by protecting thriving ecosystems, habitats, and biodiversity (North Star 2.D.iii).

### **FISCAL IMPACT/FINANCING**

Based on the recommended action, there is no net County cost impact. The transfer of the one-time maintenance funding of \$500,000 to MRCA will be funded by the Department's Sunshine Canyon Landfill Mitigation Fund, as authorized by the executed Funding Agreement. On January 29, 2007, this Mitigation Fund was approved by County CUP 00-194-(5) for Browning-Ferris Industries' operation of the Sunshine Canyon Landfill, and according to CUP Condition Number 66, an interest-bearing trust fund was required to be established and administered by LA County Parks for the development of natural habitat and parkland within the County as directed by the Fifth Supervisorial District.

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

The proposed transfer by quitclaim of the Property to MRCA is authorized by Government Code section 25365(a). The Board, by a four-fifths vote, may grant, quitclaim, or otherwise transfer County-owned Property that is not required for County use to any other public agency within the County. Pursuant to Government Code section 54221 (f)(1)(D), the transfer of the Property to MRCA, a local agency, for MRCA's use is exempt surplus land. Section 400(e) of the Surplus Land Act Guidelines requires the County to submit a copy of the exemption determination to the California Department of Housing and Community Development at least 30 days prior to the transfer.

The MRCA is a local government public entity established in 2004 pursuant to the Joint Powers Act. The MRCA is a partnership between the Santa Monica Mountains Conservancy (SMMC), which is a state agency established by the Legislature, and the Conejo and Rancho Simi Recreation and Park Districts, both of which are local park agencies established by the vote of the people in those communities. The MRCA manages more than 75,000 acres of parkland owned by either the MRCA or the SMMC. The mission of the MRCA is to complement the work of other agencies that protect land in the Southern California mountains by using its unique abilities to acquire and improve open space and parkland, offer environmental education opportunities, and provide stewardship for a wide variety of public park and open space amenities.

Pursuant to Government Code sections 25365(c) and 6061 a Notice of Intent to transfer the specified Property has been published by the Executive Office of the Board in a newspaper of general circulation within the County at least one week prior to the meeting

of this Board. (Attachment IV)

County Counsel has reviewed the Property Transfer Agreement (Attachment I) and the Funding Agreement (Attachment III) in connection with this transaction and has approved them as to form. Additionally, as required by Government Code Section 65402, the proposed acquisition was submitted to the Department of Regional Planning (Regional Planning). Regional Planning has determined that the proposed Project is in compliance with its General Plan.

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

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

### **ENVIRONMENTAL DOCUMENTATION**

The proposed Project is categorically exempt from CEQA according to Section 15325 (f) of the State CEQA Guidelines, and Class 25 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, because the proposed Project consists of a transfer of land for park purposes.

### **CONCLUSION**

Please instruct the Executive Officer of the Board to forward an adopted copy of the action taken by your Board to the Department.

Should you have any questions please contact Mr. Chester Kano at (626) 588-5316 or via-email at [ckano@parks.lacounty.gov](mailto:ckano@parks.lacounty.gov) or Johanna Hernandez at (626) 588-5098 or via at [bll@parks.lacounty.gov](mailto:bll@parks.lacounty.gov).

Respectfully submitted,



NORMA E. GARCÍA-GONZÁLEZ  
Director

NEGG:AB-CK-SW-LH-BM

Attachments

The Honorable Board of Supervisors  
January 13, 2026  
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c: Executive Office, Board of Supervisors  
County Counsel  
Auditor-Controller  
Assessor  
Parks and Recreation  
Public Works  
Regional Planning

**NOTICE OF INTENTION FOR THE TRANSFER OF REAL PROPERTY FROM THE COUNTY  
OF LOS ANGELES TO THE MOUNTAINS RECREATION AND CONSERVATION  
AUTHORITY**

On January 13, 2026, or at a regularly scheduled meeting thereafter, the Board of Supervisors of the County of Los Angeles will meet to consider the transfer of the following real property to the Mountains Recreation and Conservation Authority:

County-owned property to be transferred to Mountains Recreation and Conservation Authority:

All of the County's right, title, and interest in approximately 1,182,654 square feet (or 27.15-acres) of that certain property located at 12080 Browns Canyon., Chatsworth CA 91311-1507 (APN 2821-008-908)

The purpose of the transfer is to create open space to be managed and maintained by the Mountains Recreation and Conservation Authority, a public agency. The County-owned property to be transferred is surplus to the County's needs.

This matter will be considered by the Board of Supervisors on January 13, 2026 at 9:30AM, or at a regularly scheduled meeting thereafter, in the Hearing Room of the Board, Room 381B, Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California. The meetings of the Board are accessible live online at <https://bos.lacounty.gov/board-meeting-agendas/live-broadcast/>.

For more information, or copies of the maps showing the location of the property to be transferred are available for inspection by contacting Roger Hernandez at (213) 974-4208 or [rhernandez@ceo.lacounty.gov](mailto:rhernandez@ceo.lacounty.gov).

Si no entiende esta Noticia, o necesita mas informacion por favor llame al numero (213) 974-4208.

**QUITCLAIM DEED**

	*
RECORDING REQUESTED BY	*
County of Los Angeles	*
AND MAIL TO	*
County of Los Angeles	*
Parks and Recreation Department	*
1000 S. Fremont Ave, A-9 West Bldg.,	*
3rd Floor, Unit 40,	*
Alhambra, CA 91803	*
Attn: Chester Kano	*

\_\_\_\_\_ 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

TAX PARCELS: 2821-008-908

**QUITCLAIM DEED**

The **COUNTY OF LOS ANGELES**, a body corporate and politic ("County" or "**Grantor**"), on a gratis basis, and in exchange for Grantee's agreement to comply with the provisions outlined in section a, b, c and d below, does hereby surrender, quitclaim and release to:

**MOUNTAINS RECREATION & CONSERVATION AUTHORITY**,  
a local joint exercise of powers agency, established pursuant to Section 6500, et seq.,  
of the Government code ("**MRCA**" or "**Grantee**")

all of the County's right, title and interest in and to the described real property located at 12080 Browns Canyon Road, the unincorporated area of Chatsworth, County of Los Angeles, State of California, also known as Assessor Parcel Number 2821-008-908 ("Property"), legally described in Exhibit A and depicted in Exhibit B, attached hereto and incorporated herein by this reference.



**SUBJECT TO:**

- a. All taxes, interest, penalties and assessments of record, if any;
- b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any;
- c. The express condition that the Property shall be used and maintained for public recreation and open space purposes only, that existing and future trails remain open and available for multi-use recreation in perpetuity, and that trail design and maintenance support connections to adjacent properties and the regional trail network where feasible;
- d. The express condition that the Property shall be for the benefit and use by all residents of the County of Los Angeles.
- e. The express condition that MRCA shall post signage that informs the public that the Property is public land as well as its hours of operation.

Dated \_\_\_\_\_

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

By \_\_\_\_\_  
Norma E. García-González, Director  
Parks and Recreation Department

**APPROVED AS TO FORM:**  
DAWYN R. HARRISON  
County Counsel

By \_\_\_\_\_  
Rory LoAllen, Senior Deputy

**ATTEST:**  
DEAN C. LOGAN  
Register-Recording/County Clerk

By: \_\_\_\_\_  
Loretta Quach, Deputy

Attachments:  
Exhibit A: Legal Description  
Exhibit B: Map

EXHIBIT A  
Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THOSE PORTIONS OF LOTS 16 AND 17 OF FRACTIONAL SECTION 31, TOWNSHIP 3 NORTH, RANGE 16 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE JUNE 29, 1897 INCLUDED WITHIN THE FOLLOWING LINES:

BEGINNING AT THE 2 INCH PIPE SET IN THE CONCRETE WITH BRASS CAP MARKING THE INTERSECTION OF THE SOUTHERLY UN OF LOT 17 OF SAID SECTION WITH THE WESTERLY LINE OF RANCHO EX-MISSION DE SAN FERNANDO, AS SAID DOCUMENT IS SHOWN ON C.S.B. 452. SHEET 1 ON FILE IN THE OFFICE OF COUNTY SURVEYOR OF SAID COUNTY; THENCE ALONG SAID RANCHO LINE, NORTH 13° 31' 05" EAST 1294.68 FEET; THENCE NORTH 58° 47' 50" WEST 104.09 FEET; THENCE NORTH 73° 53' 51" WEST 266.95 FEET; THENCE NORTH 40° 00' 07" WEST 68.11 FEET; THENCE SOUTH 46° 29' 53" WEST 107.31 FEET; THENCE SOUTH 43° 24' 53" WEST 138.13 FEET; THENCE SOUTH 71° 00' 53" WEST, TO THE CENTER LINE OF BROWN'S CANYON ROAD, AS SAID ROAD IS DESCRIBED IN THE DEED RECORDED ON OCTOBER 7, 19578 AS INSTRUMENT NO. 241, IN BOOK 55781 PAGE 311, OFFICIAL RECORDS, OF SAID COUNTY; THENCE SOUTHERLY ALONG THE SAID CENTER LINE TO THE SOUTHERLY LINE OF SAID LOT 17; THENCE EASTERLY THEREON TO THE POINT OF BEGINNING.

FOR THE PURPOSE OF THIS DESCRIPTION THE SAID RANCHO LINE IS ASSUMED TO HAVE A BEARING OF NORTH 13° 31' 05" EAST.

PARCEL 2:

THAT PORTION OF LOT 16, OF FRACTIONAL SECTION 31, TOWNSHIP 3 NORTH, RANGE 16 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, LYING WESTERLY OF THE CENTER LINE OF BROWN'S CANYON ROAD, AS SAID ROAD IS

DESCRIBED IN THE DEED RECORDED ON OCTOBER 7, 1957 AS INSTRUMENT NO. 241, IN BOOK 55781 PAGE 311, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:

A PARCEL OF LAND BOUNDED BY THE FOLLOWING DESCRIBED LINES:

BEGINNING AT A 2 INCH IRON PIPE SET IN CONCRETE MARKED SAN FERNANDO 21 WITNESS CORNER AS SHOWN ON COUNTY SURVEYOR'S MAP NO. 8452, SHEET 1 ON FILE IN THE OFFICE OF THE COUNTY ENGINEER OF SAID COUNTY, SAID 2" INCH IRON PIPE BEING AT THE SOUTHWEST TERMINUS OF THAT CERTAIN COURSE SHOWN AS HAVING A BEARING AND LENGTH OF SOUTH 77°34'10" WEST 286.55 FEET ON SAID SURVEYOR'S MAP; THENCE FROM SAID POINT OF BEGINNING ALONG SAID COURSE, NORTH 77°47'15" EAST 147.20 FEET; THENCE SOUTH 13°33'57" WEST 5843.20 FEET; THENCE SOUTH 6°43'05" EAST 616.09 FEET, MORE OR LESS, TO THE NORTHERLY LINE AND/OR ITS EASTERLY PROLONGATION OF DEER LAKE HIGHLANDS UNIT NO. 1 AS SHOWN UPON A LICENSED SURVEYOR'S MAP FILED IN BOOK 24 PAGE 14 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER; THENCE ALONG SAID NORTHERLY LINE AND/OR IT'S PROLONGATION NORTH 89°34'42" WEST 170.56 FEET TO THAT CERTAIN COURSE AS SHOWN AS HAVING A BEARING AND LENGTH OF SOUTH 6°31'3C" EAST 1803.45 FEET ON SAID COUNTY SURVEYOR'S MAP; THENCE ALONG SAID LAST MENTIONED CERTAIN COURSE NORTH 6°22'30" WEST 550.73 FEET TO THE NORTHERLY TERMINUS OF SAID LAST MENTIONED CERTAIN COURSE; THENCE ALONG THAT CERTAIN COURSE SHOWN AS HAVING A BEARING AND LENGTH OF SOUTH 13°31'05" WEST 5877.90 FEET ON SAID COUNTY SURVEYOR'S MAP; NORTHERLY TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION OF SAID LAND LYING SOUTHERLY OF THE SOUTHERLY LINE AND/OR ITS EASTERLY PROLONGATION OF THE SOUTH LINE OF LOT 17 IN SECTION 31, TOWNSHIP 3 NORTH, RANGE 16 WEST, SAN BERNARDINO MERIDIAN, IN SAID COUNTY AND STATE, ACCORDING TO THE OFFICIAL PLAT THEREOF.

ALSO EXCEPT THAT PORTION OF SAID LAND LYING NORTHERLY OF THAT CERTAIN COURSE AND ITS SOUTHEASTERLY PROLONGATION DESCRIBED AS HAVING A BEARING AND LENGTH OF NORTH 58°47'50" WEST 104.09 FEET; IN THE NORTHERLY BOUNDARY LINE OF THE LAND DESCRIBED IN PARCEL 1 OF THE DEED TO HAROLD L. GORDON RECORDED ON JANUARY 30, 1959 AS INSTRUMENT NO. 1202, IN BOOK D349 PAGE 709, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPT ANY PORTION OF SAID LAND INCLUDED WITHIN THE LINES OF LOT 7 OF SECTION 32, TOWNSHIP 3 NORTH, RANGE 16 WEST, SAN BERNARDINO

MERIDIAN, IN SAID COUNTY AND STATE, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW THE SURFACE OF SAID LAND, BUT WITH NO RIGHT OF SURFACE ENTRY, AS PROVIDED IN DEEDS OF RECORD.

EXHIBIT B

MAP



**FUNDING AGREEMENT BY AND BETWEEN  
COUNTY OF LOS ANGELES DEPARTMENT OF PARKS AND RECREATION  
AND THE MOUNTAINS RECREATION & CONSERVATION AUTHORITY  
FOR THE FUNDING OF TRANSFERRED PARK ACTIVITIES**

THIS Funding Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026 ("Effective Date") by the COUNTY OF LOS ANGELES by and through its DEPARTMENT OF PARKS AND RECREATION, a body corporate and politic and a political subdivision of the State of California (hereinafter referred to as "Department"), and the MOUNTAINS RECREATION & CONSERVATION AUTHORITY (hereinafter referred to as "MRCA"), a local government public entity.

**RECITALS:**

**WHEREAS**, the County of Los Angeles (County) is fee owner of the Brown's Canyon Staging Area (Property), 27.15 acres of unimproved land at 12080 Browns Canyon Road in the unincorporated area of Chatsworth, also identified as Assessor Parcel Number 2821-008-908.

**WHEREAS**, the County wishes to transfer the Property to the Mountains Recreation and Conservation Authority (MRCA) subject to a Property Transfer Agreement (PTA) and for MRCA's for continued operation and maintenance of the Property for park and recreational purposes.

**WHEREAS**, to support the maintenance of the Property after the transfer the Parties have agreed to enter into this Funding Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and conditions set forth herein the parties hereto agree as follows:

**A. INCORPORATION OF RECITALS**

All recitals are considered incorporated and part of this Agreement.

**B. CONDITIONS PRECEDENT**

This Funding Agreement is subject to the following conditions precedent:

1. County Board of Supervisors (Board) approval of the PTA and this Funding Agreement;
2. MRCA's execution and compliance with the terms of the PTA;
3. MRCA's acceptance of the quit claim deed for the Property.

**C. SCOPE OF WORK**

**1. DEPARTMENT'S RESPONSIBILITIES**

- a) The Department will distribute a one-time fund transfer to MRCA for



maintenance of the Property.

## **2. MRCA's RESPONSIBILITIES**

- a) MRCA will accept the funds and deposit into a dedicated account for the prescribed maintenance of the Property.
- b) MRCA will expend the funds for the purpose of operating and maintaining the Property, with documentation of expenditures for reporting and auditing purposes.
- c) MRCA will provide all labor, materials and management of the Property effective upon the date entered into this agreement.

## **D. APPROVED FUNDING AND REPORTING**

The maximum approved one-time funding amount from the Department to MRCA is \$500,000. The Department will make a lump sum payment via direct deposit within thirty (30) days of the execution of the Funding Agreement.

MRCA will submit an annual report of documented expenditures, pursuant to Section B.2., on or by October 1st of every year, until the funds are fully expended.

## **E. AGREEMENT TERM**

This Agreement will be effective upon full execution of the Property Transfer Agreement and contingent upon approval by the Board of Supervisors. This Agreement shall remain in effect until completion of all tasks/deliverables specified within this agreement and fund transfer, or as mutually agreed by the County and MRCA.

## **F. FINANCIAL RECORDS AND AUDITING**

- 1. MRCA shall provide an official file containing adequate documentation of all actions taken with respect to the Agreement, including copies of any expenditures related to this Agreement, copy of the executed Agreement, changes, amendments, letters, email correspondence, invoices, financial records, and reports and other documentation for a minimum of five years following the execution of the Agreement, or until completion of any action and resolution of all issues which may arise as a result of an audit, whichever is later.
- 2. MRCA agrees to use generally accepted accounting standards.
- 3. MRCA agrees to maintain and make available for County/State inspection and auditing, accurate records of all its costs, financial accounts, records of expenditures, documentation, disbursements and receipts with respect to its activities under this Agreement.
- 4. At any time during the term of this Agreement or at any time within five (5) years of the execution, or prior termination of this Agreement, authorized representatives of the County may conduct an audit of MRCA records for the purpose of verifying the appropriateness and validity of expenditures under the terms of this Agreement.
- 5. MRCA, within thirty (30) days of notification from the County of its audit findings, may dispute the audit findings in writing to the County and provide the County with records and/or documentation to support the expenditure claims. The County will

review this documentation and make a final determination as to the validity of expenditures provided for by the funding transfer.

6. It is understood and agreed that any Funds paid to MRCA hereunder may only be used for the purposes specified in this Agreement. In furtherance of this understanding, it is agreed that should the County determine that any funds paid to MRCA hereunder have been used for purposes other than those authorized by this Agreement, MRCA shall immediately refund any such improperly used funds to the County.

## **G. TERMINATIONS**

This Agreement may be terminated by either party for the convenience of that party. This Agreement may also be terminated by either party as a result of default by the other party of its obligations under this Agreement. Notice of termination must be given, in writing, at least sixty (60) days in advance and is complete when delivered to either party to the address provided in Section I.

Nothing contained herein will limit or prevent the County from seeking repayment of the Funds already used by MRCA which were not used in accordance with the conditions of this Agreement.

## **H. INDEMNIFICATION**

MRCA shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees. The terms of this paragraph survive the termination of this Agreement.

## **I. AMENDMENTS**

For any change requested by either party which affects any term or condition included in this Agreement, a negotiated written Amendment to the Agreement must be prepared and executed by the Department's and MRCA's authorized representatives.

Such Amendments must be authorized subject to the approval of County Counsel as to form.

## **J. NOTICES AND APPROVALS**

All notices and approvals must be directed to and made by the following representatives of the parties:

To the County: Department of Parks and Recreation  
Attn: Chief of Planning  
Planning and Development Agency  
1000 S. Fremont Avenue, Unit #40 Building A-9 West, 3rd Floor  
Alhambra, CA 91803

To MRCA: Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_



## **K. SEVERABILITY**

If any provision of this Agreement, or the application thereof, is held to be invalid, that invalidity will not affect other provisions or applications of the Agreement that can be given effect without the invalid provision or application, and to this end the provisions of the Agreement are severable.

## **L. ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties hereto, and addition or modification of any terms or provisions will be effective unless set forth in writing, signed by both County and MRCA.

## **M. ADDITIONAL STANDARD TERMS AND CONDITIONS**

### **a. Assignments and Subcontracts**

MRCA must not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent will be null and void. For purposes of this paragraph, the County consent will require a written amendment to this Agreement, which is formally approved and executed by MRCA and County. In the event a transfer, exchange, assignment, or divestment results in a change in the person or entity with majority control of MRCA at the time of execution of this Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

### **b. OSHA/CAL-OSHA Compliance**

MRCA must comply with the provisions of the Occupational Safety and Health Act of 1970 (29 U.S.C. 661 et seq.) and the California Occupational Safety and Health Act (Chapter 993 of the 1973 Statutes of California).

### **c. Fair Labor**

MRCA agrees to indemnify, defend, and hold harmless the County, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law violation including, but not limited to, Federal Fair Labor Standards Act for services performed by MRCA's employees for which the County may be found jointly or solely liable.

### **d. Citizenship**

MRCA warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. MRCA must obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. MRCA must retain all such documentation for all covered employees for the period prescribed by law.

**e. County Lobbyists**

MRCA and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by MRCA, must fully comply with the County Lobbyist Ordinance, Los Angeles County Code chapter 2.160. Failure on the part of MRCA or any County lobbyist or County lobbying firm retained by MRCA to fully comply with the County Lobbyist Ordinance will constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

**f. Use of Recycled Paper**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, MRCA agrees to use recycled-content paper to the maximum extent possible on this agreement.

**g. Suspension and Termination**

MRCA agrees to suspend using Funds on Program operations or otherwise for a period not to exceed sixty (60) working days effective immediately upon written notice of suspension from the County. This provision may be applied if, in the judgment of the Director of the Department of Parks and Recreation, or their designee, circumstances exist which could result in illegal or inappropriate expenditures of Funds. The Director of the Department of Parks and Recreation, or their designee, may terminate this Agreement immediately by written notice to MRCA upon MRCA's failure to comply with the provisions of this Agreement. It is also understood and agreed, however, that should the County determine that MRCA's failure to perform relates to only part of the Program, the County, in its sole discretion, may elect to terminate only that part of the Agreement which will in no way void or invalidate the rest of this Agreement. In the event of termination of all or part of this Agreement, the County will be entitled to reimbursement of the portion of the Funds not yet used by MRCA. If this Agreement is terminated, MRCA must within five (5) days of receipt of notice of termination from County, notify all other parties who are subcontractors of MRCA of such termination.

Nothing contained herein will limit or prevent the County from seeking repayment of the Funds already used by MRCA which were not used in accordance with the conditions of this Agreement.

**h. Termination for Improper Consideration**

The County may, by written notice to MRCA, immediately terminate the right of MRCA to proceed under this Agreement if it is found that consideration, in any form, was offered or given by MRCA, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to MRCA's performance pursuant to the Agreement. In the event of such termination, the County will be entitled to pursue the same remedies against MRCA as it could pursue in the event of default by MRCA. MRCA must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made either to the County manager charged

with the supervision of the employee or to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

**i. Compliance with Law**

MRCA must comply with all applicable Federal, State and County law, regulations and policies in connection with its activities pursuant to this Agreement.

**j. Governing Laws, Jurisdiction and Venue**

This Agreement will be governed by, and construed in accordance with, the laws of the State of California. MRCA agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder will be exclusively in the County of Los Angeles.

**k. Rights and Remedies not Exclusive**

The rights and remedies of the County provided in any given paragraph, as well as throughout the Agreement, are not exclusive and are cumulative with any and all other rights and remedies under the Agreement, at law, or in equity.

**l. No Payment for Services Provided Following Expiration/Termination of Agreement**

MRCA will have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by MRCA after the expiration or other termination of this Agreement. Should MRCA receive any such payment it must immediately notify the County and must immediately repay all such funds to the County. Payment by the County for services rendered after expiration/termination of this Agreement will not constitute a waiver of the County's right to recover such payment from MRCA. This provision will survive the expiration or other termination of this Agreement.

**m. Conflict of Interest**

MRCA covenants that neither MRCA nor any of its agents, officers, employees, or subcontractors who presently exercise any function of responsibility in connection with the program has a personal interest, direct or indirect, in the Agreement or the Program, except to the extent he or she may receive compensation for his or her performance pursuant to this Agreement.

MRCA, its agents, officers, employees, and subcontractors must comply with all applicable Federal, State and County laws and regulations governing conflict of interest.

**n. Authority**

MRCA possesses legal authority to accept the property and funding, that a resolution, motion, or similar action has been fully adopted or passed, as an official act of MRCA governing body, authorizing receipt of the funds, and directing and designating the authorized representative(s) of MRCA to act in connection with the Program specified and to provide such additional information as may be required

by the County.

**o. Counterparts/Electronic Signature**

This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Agreement. The facsimile, email or electronic signature of the parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

The County and MRCA hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Section L (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Agreement.

**p. Survival of Termination**

Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

[THE REST OF THIS PAGE IS BLANK]

**IN WITNESS WHEREOF**, the County by order of the Board of Supervisors, has delegated to the Director of Parks and Recreation, or their designee, the authority to execute this Agreement on its behalf on the date and year written below.

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_  
Norma E. García-González, Director  
Department of Parks and Recreation

**MOUNTAINS RECREATION  
CONSERVATION AUTHORITY**

By \_\_\_\_\_  
(Name of Representative)

**APPROVED AS TO FORM:**

DAWYN R. HARRISON  
County Counsel

By: \_\_\_\_\_  
Rory LoAllen, Senior Deputy  
County Counsel

**MOUNTAINS RECREATION  
CONSERVATION AUTHORITY**

By: \_\_\_\_\_  
\_\_\_\_\_, Principal Deputy Counsel

## **TRANSFER AGREEMENT OF REAL PROPERTY**

This Transfer Agreement of Real Property ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the Mountains Recreation & Conservation Authority, a local joint exercise of powers agency, established pursuant to Section 6500, et seq., of the Government code ("MRCA"), and the County of Los Angeles, a body corporate and politic ("County"). Each of County and MRCA are occasionally referred to herein as a "party" and collectively as the "parties."

### **RECITALS**

A. County is the owner of a certain parcel of real property which is located at 12080 Browns Canyon Road, in the unincorporated area of Chatsworth, County of Los Angeles, State of California ("Property").

B. The Property is comprised of approximately 27.15 acres unimproved land together with all easements and interests appurtenant thereto, also identified as Assessor Parcel Number 2821-008-908, as more particularly described in **Exhibit A** and depicted in **Exhibit B**, both are attached and incorporated hereinafter by this reference.

C. The MRCA desires to accept and maintain the Property for public recreation and open space purposes in perpetuity, along with one time maintenance funding from the County, and the County is willing to quitclaim its interest in the Property and provide one time maintenance funding to MRCA, subject to the terms and conditions contained in this Agreement and the Quitclaim Deed ("Deed") attached as **Exhibit C** and incorporated hereinafter.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby deemed a contractual part hereof, and the promises, conditions, and mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by County and MRCA, the parties hereto agree as follows:

1. **Recitals.** All the Recitals set forth above are true and accurate and are incorporated herein by reference.
2. **Purchase Price.** The Property transfer from County to MRCA is a gratis transfer.
3. **Contingencies.** Completion of the transaction contemplated by this Agreement is contingent upon the following ("Contingencies").

3.1 MRCA providing Resolution of the Governing Board of the MRCA accepting the Property.

3.2 The LA County Board of Supervisors approving the transfer of the Property ("Board").

3.3 County providing a one-time maintenance funding in the amount of \$500,000.

4. **Transfer of Property.** County agrees to transfer and convey the Property to MRCA, and MRCA agrees to accept the Property from County, subject to the terms, provisions and conditions set forth in this Agreement.

4.1 **Escrow.** Within ten (10) business days following County's execution of this Agreement, the parties shall open an escrow account ("Escrow") with Chicago Title Insurance Company, 725 South Figueroa Street, Suite 200, Los Angeles, California 90017 ("Escrow Holder") for the purpose of consummating the transfer of the Property. This Agreement shall constitute the basic Escrow instructions for the purpose of consummating the transaction contemplated by this Agreement.

4.2 **Basic Escrow Instructions.** The copy of this Agreement deposited with the Escrow Holder shall constitute the basic escrow instructions relating to the transfer of the Property from the County to MRCA.

4.3 **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 transactions contemplated by this Agreement. Any such instructions shall not conflict with, amend, or supersede any provisions of this Agreement. If there is any inconsistency between such instructions and this Agreement, this Agreement shall control, unless the Parties expressly agree in writing otherwise.

4.4 **Title.** MRCA understands that the Property is being transferred without any warranty regarding the condition of title to the Property. MRCA accepts all matters of record and understands that County will not provide a policy of title insurance and makes no representations or warranties as to condition of title. County recommends that MRCA retain, at MRCA's sole cost and expense, a policy of title insurance.

4.5 **Deeds.** At least one (1) business day before the Closing, County shall deposit into Escrow a Quitclaim Deed, in substantially the form attached hereto as Exhibit C duly executed, authorized, and acknowledged by County. At least one (1) business day before the Closing, MRCA shall deposit into Escrow a Certificate of Acceptance for the Quitclaim Deed duly executed, authorized, and acknowledged.

4.6 **Conveyance and Closing Date.** County shall convey the Property to the MRCA by Quitclaim Deed subject to: a) All taxes, interest, penalties and assessments of

record assessed but not yet due, if any; b) covenants, conditions, restrictions, reservations, easements, licenses, rights, and rights-of-way of record, if any; c) the express condition that the Property shall be maintained and used for recreation and open space purposes only, in perpetuity; d) the express condition that the Property shall be for the benefit and use of all residents of the County of Los Angeles. The date on which the Quitclaim Deed for the Property is recorded shall be referred to hereinafter as the "Closing Date." The parties agree to use their best efforts to affect the Closing within sixty (60) calendar days or sooner after the date of the Board order consummating the transfer contemplated hereby. The parties may agree in writing to extensions of the Closing if such extensions appear to either party to be necessary. If the Closing does not occur by said date or by any extended date agreed to by the parties in writing, either party, who is not then in default, may cancel this Agreement by delivering written notice of such cancellation to the other party and to Escrow Holder before Closing occurs. Neither of the parties thereafter shall have any liability to the other except as expressly provided for in this Agreement.

4.7 Escrow Holder is authorized to, when conditions of Escrow have been fulfilled by County and MRCA: (a) pay and charge County and MRCA each for their portion of escrow fees; b) pay and charge County for any amount necessary to place the title in the condition necessary to enable transfer pursuant to this Agreement; c) prorate all real property taxes, if any; c) record the Quitclaim Deed, (d) deliver copies of the Escrow closing statements to both parties, and (e) deliver, as instructed, any items or documents given to Escrow Holder to hold on behalf of both parties.

5. **Consideration.** Both MRCA and County mutually agree that consideration given by MRCA for County releasing its interest in the Property is MRCA's agreement to use and maintain the Property for public recreation and open space purposes.

6. **General Plan Conformity.** In accordance with California Government Code Section 65402, the County's planning agency have considered the location, purpose, and extent of the Property's transfer, respectively, and its conformity with each jurisdiction's General Plan, and on September 11, 2023 Regional Planning reported that there was "No Objection" to this transfer.

7. **Condition of Property.** MRCA acknowledges that MRCA is acquiring the Property "as is," solely in reliance on MRCA's own investigation, and that no representation or warranty of any kind whatsoever, express or implied, has been made by County or County's agents. Any information given or disclosure made to MRCA by County or County's agents concerning the Property shall not constitute a representation or warranty made by County. MRCA has been given the full opportunity to inspect the Property prior to execution of this Agreement. MRCA shall assume the cost and expense for any investigation and remediation of all contaminated materials, toxic or hazardous substances, and asbestos, if any, on the Property. MRCA also acknowledges that it is aware of all zoning regulations, other governmental requirements, access rights and road conditions, site and physical conditions, and all other matters affecting the use and condition of the Property and MRCA agrees to accept the Property in said condition.



8. **Grants.** MRCA also acknowledges that County may not be aware of all grants that are applicable to the Property, and it is MRCA's obligation to conduct its own due diligence with respect to applicable grants. MRCA agrees to be subject to any and all grants applicable to the Property and shall assume all claims, liabilities, obligations, and duties of such grants.

9. **Mineral Rights.** County reserves to itself and excepts from the conveyance contemplated herein all oil, gas, hydrocarbons, or other minerals in and under the Property, without the use of the surface or subsurface, to a depth of 500 feet, measured vertically, from the surface of the Property.

10. **Possession/Risk of Loss.** All risk of loss or damage with respect to the Property shall pass from County to MRCA upon recordation of the Deed.

11. **Brokerage Commission.** MRCA and County hereby acknowledge and represent that there are no broker's commission or finder's fees due in connection with the transaction contemplated by this Agreement. Each party shall indemnify and hold the other party harmless from any claim of any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of either party with respect to the transaction contemplated hereunder.

12. **Maintenance Funding.** County agrees to provide MRCA with one-time maintenance funding in the amount of \$500,000 for the purposes of maintaining the Property.

12.1 **County's Responsibilities:** County will transfer \$500,000 to MRCA ("Maintenance Funds") in exchange for MRCA's compliance with the terms and conditions of this Agreement.

12.2 **MRCA's Responsibilities:**

a) MRCA shall deposit the Maintenance Funds into an account for the sole purpose of maintenance and improvement of the Property.

b) MRCA shall expend the Maintenance Funds for the sole purpose of maintenance or improvement of the Property.

c) MRCA shall maintain adequate records of the expenditure of the Maintenance Funds for the purposes of auditing compliance. MRCA shall also make available for County inspection, accurate records of all its costs, disbursements and receipts with respect to the Maintenance Funds.

d) In the event the County determines that any Maintenance Funds hereunder have been used for any purpose other than the maintenance or improvement of the Property, MRCA is required to immediately refund any such improperly used funds to the County.

e) Once MRCA has fully expended the Maintenance Funds, MRCA shall deliver to County a notice that the funds have been fully expended ("Closure Notice"), including a general Description of the expenses, including a breakdown by year and

purpose. MRCA shall maintain records of the Maintenance Funds for at least five (5) years after delivering the Closure Notice.

f) MRCA shall post signage that informs the public that the Property is public land as well as its hours of operation.

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

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

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

To County: County of Los Angeles, Department of Parks and Recreation  
Planning and Development Agency  
1000 South Fremont Avenue, Unit # 40  
Alhambra, California 91803  
Attention: Chester Kano, Deputy Director  
Planning and Development Agency

To MRCA: Mountains Recreation & Conservation Authority  
Los Angeles River Center & Gardens  
570 West Avenue Twenty-Six, Suite 100  
Los Angeles, California 90065  
Attention: Joseph T. Edmiston, Executive Officer

With a copy to: Mountains Recreation & Conservation Authority  
Los Angeles River Center & Gardens  
570 West Avenue Twenty-Six, Suite 100  
Los Angeles, California 90065  
Attention: Jocelyn Chairez, Real Estate Officer

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

16. **Severability.** In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be severed from the Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of the Agreement, provided the remaining Agreement can be reasonably and equitably enforced. Notwithstanding the above, in the event the portion of the agreement declared to be invalid, illegal or unenforceable substantially affects the benefit of the bargain derived by either party as a result of entering into this Agreement, then the parties shall cooperate to rewrite such portion of the Agreement so as to comply with existing law and to preserve the original intent of the portion(s) of the Agreement deemed unenforceable; provided that any rewritten provision must be agreed upon by both parties.

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

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

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

20. **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 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.

21. **Indemnification.** MRCA shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officials, officers, employees, and agents (collectively the "County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, loss, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

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

23. **County Lobbyist Ordinance.** Buyer is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are

defined in Section 2.160.010 of said Code and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this Agreement.

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

25. **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.

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

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

28. **Survival of Certain Provisions.** Except as otherwise provided in this Agreement, the parties acknowledge and agree that the covenants, indemnities and liabilities herein shall survive the consummation of the transfer of the Property and recordation of the Quitclaim Deed.

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

[Signature Page Follows.]

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**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed and attested by their duly authorized officials, as of the day and year first written above.

**MOUNTAINS RECREATION & CONSERVATION AUTHORITY**,  
a local government public entity established in 1985  
pursuant to the Joint Powers Act

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

\_\_\_\_\_, \_\_\_\_\_

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

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

Norma E. García-González, Director  
County of Los Angeles Department of Parks and Recreation

**APPROVED AS TO FORM:**  
DAWYN R. HARRISON  
County Counsel

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

Rory LoAllen, Senior Deputy

**EXHIBIT A**  
**LEGAL DESCRIPTION**  
**Assessor Parcel Number 2821-008-908**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

**PARCEL 1:**

THOSE PORTIONS OF LOTS 16 AND 17 OF FRACTIONAL SECTION 31, TOWNSHIP 3 NORTH, RANGE 16 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE JUNE 29, 1897 INCLUDED WITHIN THE FOLLOWING LINES:

BEGINNING AT THE 2 INCH PIPE SET IN THE CONCRETE WITH BRASS CAP MARKING THE INTERSECTION OF THE SOUTHERLY UN OF LOT 17 OF SAID SECTION WITH THE WESTERLY LINE OF RANCHO EX-MISSION DE SAN FERNANDO, AS SAID DOCUMENT IS SHOWN ON C.S.B. 452. SHEET 1 ON FILE IN THE OFFICE OF COUNTY SURVEYOR OF SAID COUNTY; THENCE ALONG SAID RANCHO LINE, NORTH 13° 31' 05" EAST 1294.68 FEET; THENCE NORTH 58° 47' 50" WEST 104.09 FEET; THENCE NORTH 73° 53' 51" WEST 266.95 FEET; THENCE NORTH 40° 00' 07" WEST 68.11 FEET; THENCE SOUTH 46° 29' 53" WEST 107.31 FEET; THENCE SOUGH 43° 24' 53" WEST 138.13 FEET; THENCE SOUTH 71° 00' 53" WEST, TO THE CENTER LINE OF BROWN'S CANYON ROAD, AS SAID ROAD IS DESCRIBED IN THE DEED RECORDED ON OCTOBER 7, 19578 AS INSTRUMENT NO. 241, IN BOOK 55781 PAGE 311, OFFICIAL RECORDS, OF SAID COUNTY; THENCE SOUTHERLY ALONG THE SAID CENTER LINE TO THE SOUTHERLY LINE OF SAID LOT 17; THENCE EASTERLY THEREON TO THE POINT OF BEGINNING.

FOR THE PURPOSE OF THIS DESCRIPTION THE SAID RANCHO LINE IS ASSUMED TO HAVE A BEARING OF NORTH 13° 31' 05" EAST.

**PARCEL 2:**

THAT PORTION OF LOT 16, OF FRACTIONAL SECTION 31, TOWNSHIP 3 NORTH, RANGE 16 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, LYING WESTERLY OF THE CENTER LINE OF BROWN'S CANYON ROAD, AS SAID ROAD IS DESCRIBED IN THE DEED RECORDED ON OCTOBER 7, 1957 AS INSTRUMENT NO. 241, IN BOOK 55781 PAGE 311, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:

A PARCEL OF LAND BOUNDED BY THE FOLLOWING DESCRIBED LINES:

BEGINNING AT A 2 INCH IRON PIPE SET IN CONCRETE MARKED SAN FERNANDO 21 WITNESS CORNER AS SHOWN ON COUNTY SURVEYOR'S MAP NO. 8452, SHEET 1 ON FILE IN THE OFFICE OF THE COUNTY ENGINEER OF SAID COUNTY, SAID 2" INCH IRON PIPE BEING AT THE SOUTHWEST TERMINUS OF THAT CERTAIN COURSE SHOWN AS HAVING A BEARING AND LENGTH OF SOUTH 77°34'10" WEST 286.55 FEET ON SAID SURVEYOR'S MAP; THENCE FROM SAID POINT OF BEGINNING ALONG SAID COURSE, NORTH 77°47'15" EAST 147.20 FEET; THENCE SOUTH 13°33'57" WEST 5843.20 FEET; THENCE SOUTH 6°43'05" EAST 616.09 FEET, MORE OR LESS, TO THE NORTHERLY LINE AND/OR ITS EASTERLY PROLONGATION OF DEER LAKE HIGHLANDS UNIT NO. 1 AS SHOWN UPON A LICENSED SURVEYOR'S MAP FILED IN BOOK 24 PAGE 14 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER; THENCE ALONG SAID NORTHERLY LINE AND/OR IT'S PROLONGATION NORTH 89°34'42" WEST 170.56 FEET TO THAT CERTAIN COURSE AS SHOWN AS HAVING A BEARING AND LENGTH OF SOUTH 6°31'3C" EAST 1803.45 FEET ON SAID COUNTY SURVEYOR'S MAP; THENCE ALONG SAID LAST MENTIONED CERTAIN COURSE NORTH 6°22'30" WEST 550.73 FEET TO THE NORTHERLY TERMINUS OF SAID LAST MENTIONED CERTAIN COURSE; THENCE ALONG THAT CERTAIN COURSE SHOWN AS HAVING A BEARING AND LENGTH OF SOUTH 13°31'05" WEST 5877.90 FEET ON SAID COUNTY SURVEYOR'S MAP; NORTHERLY TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION OF SAID LAND LYING SOUTHERLY OF THE SOUTHERLY LINE AND/OR ITS EASTERLY PROLONGATION OF THE SOUTH LINE OF LOT 17 IN SECTION 31, TOWNSHIP 3 NORTH, RANGE 16 WEST, SAN BERNARDINO MERIDIAN, IN SAID COUNTY AND STATE, ACCORDING TO THE OFFICIAL PLAT THEREOF.

ALSO EXCEPT THAT PORTION OF SAID LAND LYING NORTHERLY OF THAT CERTAIN COURSE AND ITS SOUTHEASTERLY PROLONGATION DESCRIBED AS HAVING A BEARING AND LENGTH OF NORTH 58°47'50" WEST 104.09 FEET; IN THE NORTHERLY BOUNDARY LINE OF THE LAND DESCRIBED IN PARCEL 1 OF THE DEED TO HAROLD L. GORDON RECORDED ON JANUARY 30, 1959 AS INSTRUMENT NO. 1202, IN BOOK D349 PAGE 709, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPT ANY PORTION OF SAID LAND INCLUDED WITHIN THE LINES OF LOT 7 OF SECTION 32, TOWNSHIP 3 NORTH, RANGE 16 WEST, SAN BERNARDINO MERIDIAN, IN SAID COUNTY AND STATE, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THEREFROM ALL OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW THE SURFACE OF SAID LAND, BUT WITH NO RIGHT OF SURFACE ENTRY, AS PROVIDED IN DEEDS OF RECORD.



**EXHIBIT B**  
**MAP OF PROPERTY**  
**TO BE TRANSFERRED**



**EXHIBIT C**

**QUITCLAIM DEED**