

**BOARD OF
SUPERVISORS**

Hilda L. Solis
First District

Holly J. Mitchell
Second District

Lindsey P. Horvath
Third District

Janice Hahn
Fourth District

Kathryn Barger
Fifth District



**Chief
Executive
Office.**

COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, CA 90012
(213) 973-1101 ceo.lacounty.gov

INTERIM CHIEF EXECUTIVE OFFICER

Joseph M. Nicchitta

"To Enrich Lives Through Effective and Caring Service"

May 12, 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:

**SALE OF TWO PARCELS OF COUNTY SURPLUS REAL PROPERTY
UNINCORPORATED TOPANGA CANYON AREA
APN: 4442-022-906 AND 4442-018-908
(THIRD DISTRICT) (3-VOTES)**

SUBJECT

Approval of the recommended actions would authorize the County of Los Angeles (County) to execute a Purchase and Sale Agreement (Agreement One) with Coothie Trust for County-owned surplus property described as APN: 4442-022-906 (Property One) and execute a Purchase Sale Agreement (Agreement Two) with William J. Buerge Trust for County-owned surplus property described as APN: 4442-018-908 (Property Two) in the unincorporated Topanga Canyon area. The properties consist of unimproved land, which the County acquired as a result of tax default and will be sold with deed restrictions limiting development. Property One and Property Two are collectively referred to as Surplus Properties and individually as Surplus Property.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed sale and conveyance of the Surplus Properties is not a project under the California Environmental Quality Act (CEQA) and is exempt from CEQA, or, alternatively, the activity is within the scope of the County's previously adopted Negative Declaration for the reasons stated in this letter and in the record of the proposed activity.
2. Find that each of the Surplus Properties, as shown on the enclosed maps and legally described in Enclosure A, are no longer required for County or other public purposes and that each Surplus Property's appraised sales price does not exceed \$100,000.

3. Order the sale of the Surplus Properties to be consummated, in accordance with California Government Code as authorized under section 25526.7.

4. Authorize the Interim Chief Executive Officer, or his designee, to execute Agreement One, approved as to form by County Counsel as Enclosure B, for the sale of the County's right, title and interest in the Surplus Property located on Penny Road, south of Callon Drive, Topanga Canyon, also known as APN: 4442-022-906, to adjoining property owner Coothie Trust for \$67,500.00, and authorize the Interim Chief Executive Officer, or his designee, to take all further actions necessary and appropriate to complete the transaction contemplated by Agreement One, including opening and management of escrow, any administrative adjustments to the transfer documents, execution of all the requisite documentation for the completion of the transfer, and execution of the deed conveying title to Coothie Trust.

5. Authorize the Interim Chief Executive Officer, or his designee, to execute Agreement Two, approved as to form by County Counsel as Enclosure C, for the sale of the County's right, title and interest in the Surplus Property located on Penny Road, south of Callon Drive, Topanga Canyon, also known as APN: 4442-018-908 to adjoining property owner William J. Buerge Trust for \$10,000, and authorize the Interim Chief Executive Officer, or his designee, to take all further actions necessary and appropriate to complete the transaction contemplated by Agreement Two, including opening and management of escrow, any administrative adjustments to the transfer documents, execution of all the requisite documentation for the completion of the transfer, and execution of the deed conveying title to William J. Buerge Trust.

6. Instruct the Auditor-Controller to deposit the proceeds into the Asset Development Implementation Fund.

7. Instruct the County's Assessor's Office to place the Surplus Properties under the respective ownership of Coothie Trust and William J. Buerge Trust and add the Surplus Properties to the tax roll effective upon the transfer of title of Property One to Coothie Trust and Property Two to William J. Buerge Trust.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions is to find that the proposed conveyance of Surplus Properties is not a project under CEQA and is exempt from CEQA, or, in the alternative, the proposed activity is within the scope of the County's previously adopted Negative Declaration; and to approve the sale of, and convey title to, unimproved surplus County-owned real properties in the unincorporated Topanga Canyon area.

As required by the Surplus Land Act, the entire Topanga Canyon properties (totaling 31.4 acres), including the Surplus Properties that are proposed for sale to adjacent property owners, were declared surplus by the Board of Supervisors (Board) on December 5, 2023.

A Notice of Availability was sent to public agencies as required by Government Code Section 54222 of the Surplus Land Act with the only agency showing interest in other Topanga Canyon parcels being the Mountains Recreation and Conservation Authority (MRCA). The MRCA has not expressed an interest in purchasing Property One and Property Two.

The Surplus Properties are part of 156.9 acres that the County originally owned, in the Topanga Canyon and Malibu areas. On this acreage, 125.5 acres have been sold to the MRCA in accordance with the Public Resources Code, and the remaining 31.4 acres of parcels have been made available for sale to private parties on a direct basis in accordance with State law.

Of the remaining 31.4 acres, Property One is approximately 1.61 acres and Property Two is approximately 0.23 acres. These two parcels were acquired by the County as a result of property tax defaults. The Surplus Properties are not contemplated for use or development by the County. Coothie Trust owns the adjacent property to Property One and William J. Buerge Trust owns the property adjacent to Property Two. Both Property One and Property Two are being sold subject to a restriction precluding development of habitable structures on either parcel, in addition to other deed restrictions. Both buyers will also be required to execute and record on title a covenant and agreement for each respective property they are purchasing from the County that will require Property One be held as one lot with Coothie Trust's adjoining property, in perpetuity; and Property Two be held as one lot with William J. Buerge Trust's adjoining property, in perpetuity. In the event a buyer is found to not be complying with the deed restrictions and/or the covenant and agreement for the property sold to them, then the property sold to them will revert to the County upon a 30-day notice.

The sale of the Surplus Properties would eliminate any further County exposure to liability related to ownership and maintenance of such properties, eliminate ongoing maintenance and brush clearance costs, return the properties to the tax rolls, and provide the County with funds that can be better allocated for the maintenance, rehabilitation, purchase, or construction of other County facilities through the County's Asset Development Implementation Fund.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan North Star 3- "Realize Tomorrow's Government Today" –affirms that the increasingly dynamic and complex environment challenges the County's collective abilities to respond to public needs and expectations. LA County is an innovative, flexible, effective, and transparent partner focused on advancing the common good and being fiscally responsible.

Furthermore, the proposed sales of the Surplus Properties are consistent with North Star 3, Focus Area Goal G- "Internal Controls and Processes: Strengthen our internal controls and processes, while being cognizant of efficiency, to continue good stewardship of the public trust and fiscal responsibility"; and North Star 3, Focus Area Goal G, Strategies ii- "Manage and Maximize County Assets: Maximize use of County assets, guide strategic investments (including real estate and space management) in ways that are fiscally responsible and align with the County's highest priority needs."

The proposed sales will eliminate ongoing maintenance costs of underused, surplus County properties, provide the County with revenue sources from the Surplus Property sales, and generate annual property taxes that can be used to fund other County assets and programs.

FISCAL IMPACT/FINANCING

The proposed sales price of \$67,500 for Property One, to be sold to Coothie Trust, and the \$10,000 sales price for Property Two, to be sold to William J. Buerge Trust, have been substantiated by a fair market appraisal completed by a licensed appraiser.

The current fair market value is appropriately discounted to reflect the limitations on development that will be imposed on the Surplus Properties through the use of deed restrictions.

The combined sales prices for both Property One and Property Two total \$77,500, averaging approximately \$1, per square foot. The proceeds from these proposed sales will be deposited into the County's Asset Development Implementation Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Section 25526.7 of the California Government Code authorizes the direct sale of surplus real property, having an estimated sales price not exceeding \$100,000, directly to private parties.

In accordance with standard practice for the sale of County property, each deed reserves the mineral rights for the Surplus Property to the County. Deed restrictions would be placed upon each Surplus Property prohibiting the development of habitable structures and allowing the County the opportunity to develop fire breaks on the property in the future to assist in fire prevention. Additionally, as a condition of the sales, each buyer would be required to combine their respective Surplus Property with their respective existing lots so the Surplus Property will merge with each buyer's respective existing lot and cannot be subdivided or split, in perpetuity.

Pursuant to Government Code Section 65402, the proposed sales were submitted to the Department of Regional Planning which has jurisdiction for determining conformance with the adopted general plan. No objection to these sales was received.

County Counsel has reviewed the sale and purchase agreements and deeds related to the respective conveyances and has approved them as to form.

ENVIRONMENTAL DOCUMENTATION

The proposed sales of the Surplus Properties is not a project under Public Resources Code 21065 because it is activity that is excluded from the definition of a project and is an administrative activity of government under State CEQA Guidelines 15378(b)(5) that will not result in direct or indirect physical changes in the environment. The proposed sales are also exempt under Public Resources Code section 15061(b)(3) since it can be seen with certainty that there is no possibility that the proposed sale may have a significant effect on the environment.

The proposed sales are also categorically exempt from CEQA pursuant to section 15312 (Class 12- Surplus Government Property Sales) and Class 12 of the County of Los Angeles Environmental Document Reporting Procedures and Guidelines, Appendix G. The proposed sales is a sale of surplus government property, and the property is not located in an area of statewide, regional, or areawide concern identified in Section 15206(b)(4) of the State CEQA Guidelines (Guidelines) and is therefore within a class of projects that has been determined not to have a significant effect on the environment.

In addition, the proposed sales will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

In the alternative, the proposed activity is within the scope of the Negative Declaration for the Topanga Land Sales adopted by the Board on February 13, 2007 (Enclosure D). At that time, a recommendation was adopted, and a finding was made that the project, which included the two properties currently proposed for sale, will not have a significant effect on the environment. No further environmental findings are required.

The location of the documents and other materials constituting the record of the proceedings upon which your Board's decision is based in this matter is with the Chief Executive Office, Real Estate Division located at 555 W. Fifth St., 36th Floor, Los Angeles, CA 90013. The custodian of such documents and materials is the Section Chief of County-owned Property, Chief Executive Office Real Estate Division.

Upon your Board's approval of the recommended actions in this Board letter, the CEO will file a Notice of Exemption and a Notice of Determination for the sale transactions with the Los Angeles County Registrar-Recorder County Clerk and with the State Office of Land Use and Climate Innovation pursuant to Public Resources Code 21152 and will post each Notice to the County's website in accordance with section 21092.2.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The sale of these Surplus Properties will not impact any current services in the area.

Respectfully submitted,



Joseph M. Nicchitta
Interim Chief Executive Officer

JMN:JG:JTC:JLC
HD:MGR:RH:ja

Enclosures

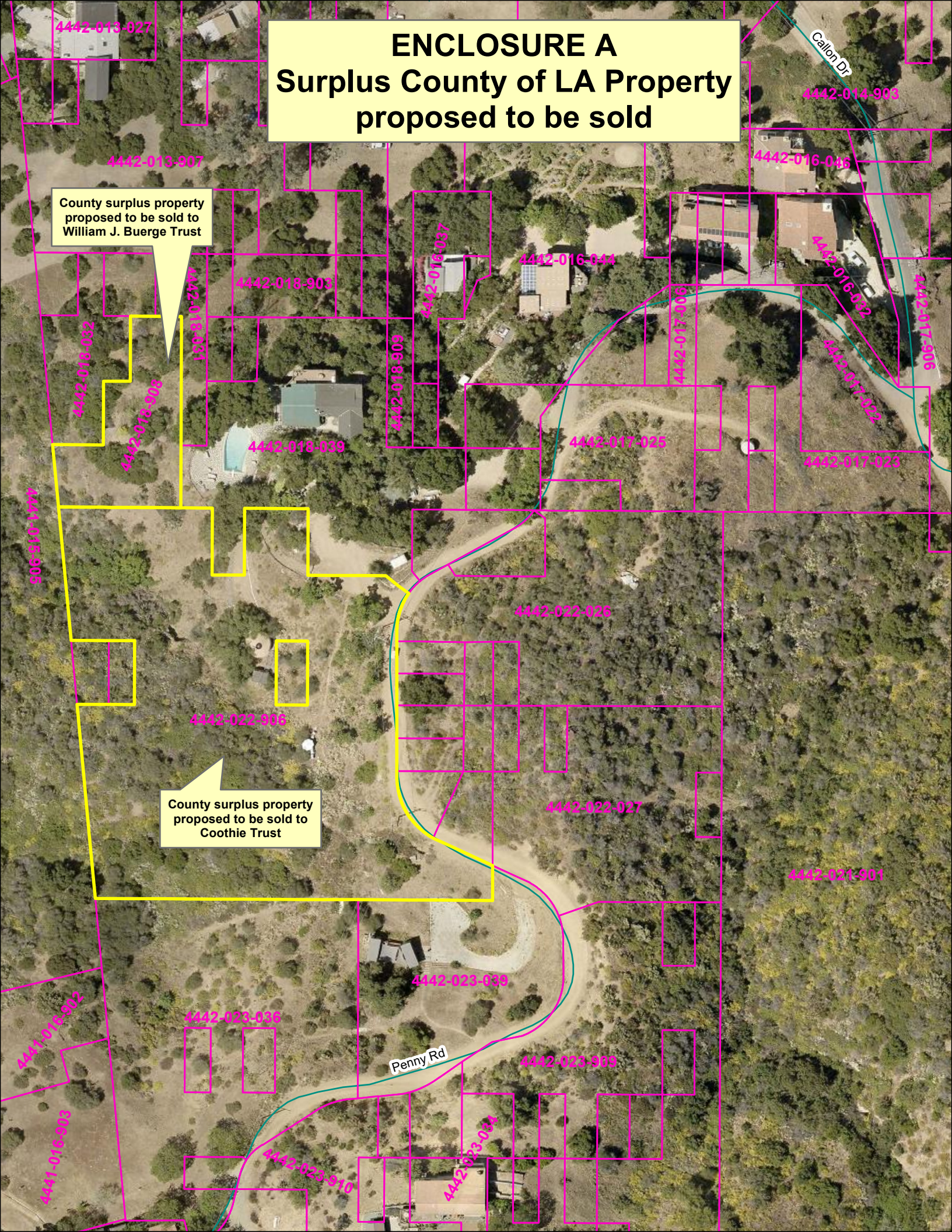
c: Executive Office, Board of Supervisors
County Counsel
Regional Planning
Auditor-Controller
Assessor's Office

ENCLOSURE A

Surplus County of LA Property proposed to be sold

County surplus property
proposed to be sold to
William J. Buerge Trust

County surplus property
proposed to be sold to
Coothie Trust



ENCLOSURE B

**AGREEMENT
OF
PURCHASE AND SALE**

BY AND BETWEEN

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

AND

COOTHIE TRUST

TABLE OF CONTENTS

	Page
(1) Recitals	1
(2) Sale and Purchase of Property	1
(3) Purchase Price; Independent Consideration	2
(4) Condition of Property	2
(5) Prorations and Apportionments	5
(6) Closing	7
(7) Title Policy; Permitted Exceptions	11
(8) Representations, Warranties, Covenants and Acknowledgments	11
(9) Rights and Remedies Upon Default	16
(10) Risk of Loss; Eminent Domain	17
(11) Binding Effect	18
(12) Governing Law	18
(13) Time of Essence	18
(14) Counterparts	18
(15) Waiver	18
(16) Construction	18
(17) Headings	18
(18) Severability	18
(19) Broker	18
(20) Assignment	18
(21) Merger	19
(22) General Rules of Interpretation	19
(23) Date of Performance	19
(24) Third Parties	19
(25) Acceptance of the Deed	19
(26) Notices	19
(27) No Modification	20
(28) Rights of the Title Company	21
(29) Solicitation of Consideration	21
(30) No Offer or Binding Contract	21

Exhibits

Exhibit A	Legal Description of the Land
Exhibit B	Contracts
Exhibit C	Leases
Exhibit D	Due Diligence Materials
Exhibit E	Quitclaim Deed
Exhibit F	Owner's Affidavit
Exhibit G	Covenant and Agreement to Hold Property as One

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (this "**Agreement**") is effective as of _____, 2026, (the "**Effective Date**") and is entered into by and between COUNTY OF LOS ANGELES, a body corporate and politic ("**Seller**"), and Coothie Trust ("**Buyer**"). Each of Buyer and Seller are occasionally referred to herein as a "**Party**" and collectively as the "**Parties**."

RECITALS

Seller is the owner of that certain improved real property located in the unincorporated Topanga Canyon area, County of Los Angeles, State of California, known as APN: 4442-022-906, as more particularly described on Exhibit A (the "**Land**").

Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller, upon the terms and conditions set forth in this Agreement.

The Board of Supervisors (the "**Board**") for the County of Los Angeles has made the findings and determinations that the sale of the Property by County to Buyer is categorically exempt under CEQA (as hereinafter defined) in that the sale is a sale of surplus government property for an existing use (Class 12(b)(2) and Class (1) exemption).

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 Buyer and Seller, each intending to be legally bound, do hereby covenant and agree as follows:

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

(2) **Sale and Purchase of Property**. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and accept from Seller, at the price and upon the terms, provisions and conditions set forth in this Agreement, all of Seller's right, title and interest in the Land, free and clear of all liens, encumbrances, assessments, easements, and taxes, together with all of Seller's right, title and interest in all of the following items in respect of the Land (collectively, the "**Property**"):

(a) all rights, privileges, easements, appurtenances, and other estates pertaining or appurtenant to the 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 Land (collectively, the "**Appurtenances**" and together with the Land, the "Real Property");

(b) all of Seller's right, title, and interest in any contracts and agreements relating to the ownership, operation or maintenance of the Real Property, as listed on Exhibit B (the "**Contracts**");

(c) all of Seller's right, title, and interest under any leases, license agreements, agreements for the occupancy of the Real Property, or other possessory interests by third parties on the Subject Property, as listed on Exhibit C (the "**Leases**"); and

(d) all of Seller's right, title and interest in any intangible property used and necessary in connection with the Real Property, including, without limitation, any warranties, guaranties, licenses, permits, entitlements, governmental approvals and certificates of occupancy which benefit the Real Property and/or the Personal Property, all surveys, reports, plans, specifications, drawings, appraisals, reports and studies, all signs, logos, trade names, trademarks, service marks, styles or similar intellectual property owned by Seller with respect to the Property, all social media accounts (if any) with respect to the Property, all marketing and merchandising materials (including, but not limited to, signs, advertisements, brochures, project names, logos, and all computer source disk materials for the foregoing items) (collectively, the "**Intangible Property**").

(3) Purchase Price; Independent Consideration.

(a) **Purchase Price.** The purchase price for the Property is Sixty-Seven Thousand and Five Hundred and 00/100 Dollars (\$67,500.00) (the "**Purchase Price**").

(b) **Independent Consideration.** Within seven (7) Business Days (as defined in Section 4(d)) after the Effective Date, Buyer shall deliver to the Title Company (as defined in Section 6(a)), the sum of one hundred dollars (\$100.00) (the "**Independent Consideration**"), which the Title Company shall immediately release and deliver to Seller as independent consideration for Buyer's right to purchase the Property and Seller's execution, delivery and performance of this Agreement. Seller shall, in all events, retain the Independent Consideration, but the Independent Consideration shall be applied as a credit against the Purchase Price at the Closing (defined in Section 6(a)). Buyer and Seller hereby acknowledge and agree that the Independent Consideration constitutes adequate and sufficient consideration for Buyer's right to purchase the Property and Seller's execution, delivery and performance of this Agreement.

(c) **Purchase Price Balance.** Provided that all of the other conditions precedent to Buyer's obligation to purchase the Property are timely satisfied, then one (1) business day prior to the Closing Date, Buyer shall deposit into Escrow (as defined in Section 6(a)) the balance of the Purchase Price (i.e., the Purchase Price less the Independent Consideration) (the "**Purchase Price Balance**").

(4) Condition of Property.

(a) **Due Diligence Materials.** Seller previously provided Buyer with a copy of certain due diligence materials listed on Exhibit D attached hereto (collectively, the "**Due Diligence Materials**");

(i) any existing plans for or surveys of the Land;

(ii) any soils reports, reports pertaining to Hazardous Substances (as defined in Section 8(a)) or other environmental conditions (including, without limitation, any existing "Phase I" or "Phase II" environmental report prepared for the Land), improvement and landscape plans, permits and licenses issued by any local, regional, state or federal governmental entity, agency, court, judicial or quasi-judicial body, or legislative or quasi-legislative body (each, a "**Governmental Authority**"), and significant correspondence with Governmental Authorities, that relate directly to the Property;

(iii) any and all easements, regardless of purpose or use, whether recorded or unrecorded, associated with the Property, or any development approvals thereto;

(iv) all architectural and civil or structural engineering documents that relate directly to the Property, all environmental development approvals, and governmental approvals, including but not limited to, as built plans and specifications for the Improvements, copies of all permits, licenses, and certificates of occupancy for the Property, tentative maps, final maps, and California Department of Real Estate approvals;

(v) all Contracts, and any amendments and modifications thereto;

(vi) all Leases, and any amendments and modifications thereto, and a rent roll for the Real Property prepared;

(vii) all agreements relating to or concerning the Property or the proposed purchase, development and construction of the Property as contemplated herein, including any amendments or modifications thereto;

(viii) any studies, reports, jurisdictional correspondence, or other documents relating to the physical aspects of the Property;

(ix) all presently effective warranties or guaranties from any contractors, subcontractors, suppliers, manufacturers, servicemen or materialmen in connection with any of the Personal Property or any construction, renovation, repairs or alterations of the Improvements or any tenant improvements; and

(x) such other reasonable, usual and customary due diligence documents reasonably requested by Buyer, to the extent in Seller's possession.

(b) **Preliminary Title Report.** Not more than ten (10) days after the Effective Date, Seller shall provide Buyer a preliminary title report or title commitment (in either case, the "PTR") for the Property issued by the Title Company, with a hyperlink to a legible and complete copy of each and every document referenced in the PTR. From the Effective Date and until the earlier of the Closing Date or the date of termination of this Agreement, Seller shall send Buyer a copy of any correspondence concerning the Property that Seller receives from any Governmental Authority or that Seller sends to any Governmental Authority.

(c) **Buyer's Inspections.** Buyer and Buyer's elected and appointed officers, employees, agents, attorneys, lenders, consultants, and contractors (collectively, "**Buyer's Representatives**") shall have the right to enter the Property at reasonable times during the Due Diligence Period (defined in Section 4(d)) and with reasonable advance notice to inspect the Property, to conduct environmental testing at the Property, and to conduct an ALTA/ASCM survey (the "**Survey**") of the Property (collectively, "**Buyer's Inspections**"); provided that Seller shall have the right to be present during Buyer's Inspections. Buyer shall keep the Property free and clear of any mechanic's liens or materialmen's liens arising out of Buyer's Inspections. Buyer shall indemnify, protect, defend, and hold Seller free and harmless from and against any and all claims, actions, causes of action, suits, proceedings, costs, expenses (including, without limitation, attorneys' fees and costs), liabilities, damages, and liens of any type (collectively, "**Claims**") arising out of or resulting from (i) any entry and/or activities upon the Real Property by Buyer or Buyer's Representatives, excluding, however, the mere discovery of a pre-existing condition not exacerbated by Buyer, or (ii) the enforcement of this agreement of indemnity or the assertion by Buyer of any defense to its obligations hereunder. Buyer shall promptly repair any damage to the Property caused by the performance of any inspection activities by Buyer including, but not limited to, any intrusive tests. Buyer shall comply with any and all applicable laws, court

orders, governmental regulations, or demands or directives of any local, state or federal Governmental Authority (collectively, "**Applicable Law**") in performing Buyer's Inspections of the Property.]

(d) **Buyer's Due Diligence Approvals.**

(i) **Due Diligence Review.** Buyer's obligations under this Agreement, including, but not limited to, its obligations to purchase the Property on the Closing Date, are subject to the approval or confirmation by Buyer, in Buyer's sole and absolute discretion, of its due diligence investigations of the Property, including without limitation, review and approval of the Due Diligence Materials and Buyer's Inspections, during the period (the "**Due Diligence Period**") from the Effective Date through 5:00 pm Pacific time on the 10th business day after escrow opens (the "**Due Diligence Deadline**"). If, during the Due Diligence Period, Buyer determines that it is dissatisfied, in Buyer's sole and absolute discretion, for any reason or no reason whatsoever, with any aspects of the Property and/or its condition or suitability for Buyer's intended use, or with any of the Due Diligence Materials or the results of Buyer's Inspections, then Buyer may terminate this Agreement, and the Escrow created pursuant hereto, by delivering written notice to Seller and the Title Company on or before the Due Diligence Deadline of Buyer's election to terminate (a "**Termination Notice**"), in which event this Agreement, the Escrow, and the rights and obligations of the Parties hereunder shall terminate, other than the Surviving Obligations (as defined in Section 6(e)), and neither party shall have any further right or obligation hereunder other than the Surviving Obligations.

(ii) **Assumed Contracts.** Buyer shall, on or prior to the Due Diligence Deadline, advise Seller of which Contracts, if any, Buyer elects to assume. Other than the Contracts that Buyer has so elected to assume, Seller shall terminate all other Contracts effective as of the Closing.

(iii) **Title Review.**

A. Buyer shall have until the Due Diligence Deadline to deliver to Seller written notice ("**Buyer's Title Notice**") of Buyer's approval, conditional approval, or disapproval, in Buyer's sole and absolute discretion, of any matter in the PTR or disclosed by the Survey.

B. Seller shall have five (5) Business Days after receipt of Buyer's Title Notice or Buyer's deemed disapproval ("**Seller Response Period**"), to provide Buyer with a written response ("**Seller's Title Response**") stating that Seller shall: (a) cause the matters disapproved by Buyer to be removed of record, or commit to cause the Title Company to endorse over such matters pursuant to an endorsement or endorsements acceptable to Buyer, in Buyer's sole and absolute discretion, or otherwise cure such matters, prior to the Closing, and to give Buyer and the Title Company written notice of those matters that have been or will be cured on or before the Closing; or (b) not cause such matters to be so cured. If Seller does not, during the Seller Response Period, deliver a Seller's Title Response that is satisfactory to Buyer in Buyer's sole discretion, then Seller shall be deemed to have elected not to cure any matters disapproved by Buyer. Notwithstanding the foregoing, Seller shall be obligated to remove as exceptions to title to the Property as of the Closing monetary liens (including mechanics liens) or encumbrances and all claims to fee title or leasehold or other possessory interests in the Property, other than those arising from Buyer's Inspections.

C. If Seller does not state in Seller's Title Response that it shall cause all of the matters disapproved by Buyer to be cured prior to the Closing Date, then Buyer may, by not later than ten (10) Business Days after receipt of Seller's Title Response, (x) terminate this Agreement, in which case this Agreement, the Escrow and the rights and obligations of the parties hereto shall terminate, or (y) terminate its disapproval of those matters that Seller does not elect to cure by delivering written notice of such waiver (the "**Title Approval Notice**") to Seller and the Title Company. If Buyer does not deliver the Title Approval Notice in such case, Buyer shall be deemed to have terminated this Agreement. A "**Business Day**" shall mean any day of the year that is not a Buyer holiday (as such Buyer holidays are disclosed on <https://www.lacounty.gov/government/about-la-county/county-holidays/>) and any other day in which commercial banks are either not required to open or are authorized to close in Los Angeles, California.

D. If the Title Company issues any supplement or amendment to the PTR after the Due Diligence Deadline, then Buyer may issue a supplement to its Buyer's Title Notice within ten (10) Business Days after Buyer's receipt of legible copies of the title documents referenced in such supplement and, if such supplement includes disapproval of any matter, then Seller shall respond within five (5) Business Days with a supplement to Seller's Title Response.

(iv) Buyer's failure to either disapprove or approve in writing any of the items described in this Section 4(d) within the time period allotted to such item shall be deemed to constitute Buyer's disapproval of same.

(5) Prorations and Apportionments.

(a) Prorations. Except as otherwise set forth below, the following shall be prorated and apportioned between Seller and Buyer as of 11:59 p.m. (Pacific Time) on the day preceding the Closing Date, and all prorations shall be done on the basis of a three hundred sixty-five (365) day year and the actual number of days elapsed to the Closing Date or the actual number of days in the month in which the Closing occurs and the actual number of days elapsed in such month to the Closing Date, as applicable:

(i) Such other items as are customarily apportioned between sellers and purchasers of real property and improvements located in Los Angeles Buyer, California.

(b) Schedule of Prorations. Seller shall deliver to Buyer and the Title Company a schedule of prorations not later than the date that is five (5) Business Days after the Effective Date, and if acceptable, Buyer shall approve the same prior to the Closing. Non-disputed items shall be prorated at the Closing. Any disputes as to prorations shall not delay the Closing. All disputes concerning prorations shall be resolved outside of escrow, and if not resolved by the Parties within two (2) months after the Closing shall, at the election of either party, be resolved by arbitration in accordance with the rules then prevailing of the American Arbitration Association. Except as otherwise expressly set forth in Section 5(a), all prorations shall be made in accordance with customary practice in Los Angeles Buyer, California. Such prorations, if and to the extent known and agreed upon as of the Closing, shall be paid by Buyer to Seller (if the prorations result in a net credit to the Seller) or by Seller to Buyer (if the prorations result in a net credit to Buyer) by increasing or reducing the cash to be paid by Buyer at the Closing.

(c) Prorations and Apportionments of Taxes. Buyer shall be responsible for the payment of all Taxes and all installments of special assessments that accrue against the Property

beginning on the first day after Closing Date on the basis of a 365-day year. Buyer shall pay all installments of Taxes remaining after closing for the Current Tax Period. For Taxes during the period from and after the Closing Date, Seller will not be responsible for any portion of an increase in real, supplemental or personal property Taxes or assessments resulting from the sale of the Property to Buyer and Buyer shall be solely obligated for payment of the same, if any, and agrees to hold Seller harmless from any liability relating to the same; Buyer acknowledges that any such supplemental taxes may reference the Current Tax Period but will, nonetheless, remain the sole responsibility of Buyer. The phrase "**Current Tax Period**" refers to the fiscal year of the applicable taxing authority in which the Closing occurs. The term "**Tax**" or "**Taxes**" means all ad valorem taxes, fees, levies, or other assessments (general or special) imposed by a governmental authority against or on the Property. Notwithstanding the foregoing, the Parties expressly understand and agree that Seller shall not be responsible or in any way liable for any Taxes, if any, during any period in which Seller owned the Property.

(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 quitclaim deed in the form listed on Exhibit E, attached hereto (the "**Deed**"), conveying the Real Property to Buyer, is recorded in the Official Records of Los Angeles County, California. The Closing shall be conducted through an escrow (the "**Escrow**") with Commonwealth Land Title Insurance Company, Escrow Officer: Grace Kim acting as both escrow agent and title agent, and whose contact information is set forth below (the "**Title Company**"). The Closing Date shall occur on or before 2:00 p.m. (Pacific Time) on the date that is 45 Business Days after the Effective Date, or such other date as Seller and Buyer 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 Buyer into Escrow no later than one (1) Business Day prior to the Closing Date. The Title Company is located at: 4400 MacArthur Blvd., Suite 800 Newport Beach, CA 92660, and the primary contact person is Escrow Officer: Grace Kim.

(b) **Seller's Closing Deliveries.** At or before the Closing (except as otherwise set forth herein), Seller shall execute, acknowledge and/or deliver, as applicable, the following items into Escrow (collectively, the "**Seller's Deliveries**"):

- (i) The Deed, executed and acknowledged by Seller;
- (ii) A California FTB Form 593-C ("**Form 593-C**"), executed by Seller;
- (iii) A California Natural Hazard Disclosure Statement in accordance with California Civil Code Section 1102;
- (iv) A closing statement prepared by the Title Company, reflecting all credits, prorations, apportionments and adjustments contemplated hereunder (the "**Closing Statement**"), executed by Seller; and
- (v) Such evidence of Seller's authority, the owner's affidavit in the form listed on Exhibit F attached hereto and other documents reasonably required by the Title Company.

(c) **Buyer's Closing Deliveries.** At or before Closing, Buyer shall execute, acknowledge and/or deliver, as applicable, the following items into Escrow (collectively, the "**Buyer's Deliveries**"):

- Section 5(a);
- (i) The Purchase Price Balance;
 - (ii) Buyer's share of any prorations and expenses as provided in
 - (iii) The Closing Statement, executed by Buyer;
 - (iv) Such evidence of Buyer's authority and other documents reasonably required by the Title Company; and
 - (v) A Certificate of Acceptance ("**Certificate of Acceptance**"), executed by Buyer.

(d) **Closing Expenses.** At Closing, Buyer shall pay (i) all documentary transfer taxes required to be paid as to the Deed, if any (ii) all costs regarding the satisfaction and discharge of any Seller Liens, (iii) the premium for the CLTA Policy, and (iv) all of the Escrow fees and the recording charges with respect to the Deed, if any. Additionally at Closing, Buyer shall pay (1) the additional premium costs to obtain an ALTA Policy, if requested by Buyer, and any endorsements desired by Buyer, and (2) the cost of any Survey ordered by Buyer. Each party shall be responsible for its own attorney fees (if any). Any Closing expenses not specified herein shall be paid by Buyer.

(e) **Buyer's Conditions Precedent to Closing.** Buyer's obligation to consummate the transaction contemplated by this Agreement is subject to the satisfaction of the following conditions (the "**Buyer Conditions Precedent**"):

(i) The due performance by Seller 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 Seller 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) That at no time on or before the Closing Date shall have occurred a bankruptcy or any other event of dissolution with respect to Seller.

(iii) Seller shall have delivered Seller's Deliveries into Escrow in accordance with Section 6(b) above.

(iv) The Title Company shall unconditionally commit to Buyer at Closing to issue the Title Policy to Buyer pursuant to Section 7(c) herein.

(v) Buyer shall have obtained all approvals required by any Governmental Authority (including Buyer) having jurisdiction over the acquisition of the Property, in compliance with all applicable laws, rules and regulations.

In the event that any of the Buyer Conditions Precedent are not satisfied as of the Closing Date (a) Buyer may waive such contingency by giving written notice thereof to the Title Company and proceed with the Closing (provided, however, Section 6(e)(v) is a nonwaivable Buyer Condition Precedent), 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 Seller or Buyer of their respective obligations under this Agreement, the disposition of the Parties' respective rights and remedies shall be governed by Section 9 below. "**Surviving Obligations**" shall mean, collectively: (x) any indemnities and any other indemnification obligations of Seller to Buyer, or of Buyer to Seller, 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 Buyer or Seller, 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) **Seller's Conditions Precedent to Closing.** Seller's obligation to consummate the transaction contemplated by this Agreement is subject to the satisfaction of the following conditions (the "**Seller Conditions Precedent**"):

(i) The due performance by Buyer 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 Buyer 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) That at no time on or before the Closing Date shall have occurred a bankruptcy or any other event of dissolution with respect to Buyer.

(iii) Buyer shall have delivered Buyer's Deliveries into Escrow in accordance with Section 6(c) above.

In the event that any of the Seller Conditions Precedent are not satisfied as of the Closing Date (a) Seller may waive such contingency by giving written notice thereof to the Title Company and proceed with the Closing, or (b) in the absence of such waiver, this Agreement and the obligations of the Parties hereunder shall terminate (other than the Surviving Obligations), and neither party shall have any further right or obligation hereunder other than the Surviving Obligations; provided, however, if the failure of condition is a result of a default by Seller or Buyer of their respective obligations under this Agreement, the Parties' respective rights and remedies shall be governed by Section 9 below.

(g) **Title Company Actions at Closing.** At Closing, upon the Title Company's receipt of (i) the Purchase Price and applicable proration and expenses, (ii) the Buyer's Deliveries and the Seller's Deliveries, (iii) the final Closing Statement approved and signed by Buyer and Seller, and (iv) final authorization from each of Seller and Buyer to proceed with Closing, Seller and Buyer hereby instruct the Title Company to:

(i) Prorate all matters referenced in Section 5(a) based upon the Closing Statement delivered to the Title Company and signed by the Parties.

(ii) Disburse from funds deposited by Buyer with the Title Company towards payment of all items chargeable to the account of Buyer pursuant to this Agreement (as reflected in the Closing Statement), including the payment of the Purchase Price and all other amounts required to be paid by Buyer to Seller pursuant to this Agreement, net of any amounts

required to be paid by Seller to Buyer pursuant to this Agreement and the approved Closing Statement, and disburse the balance of such funds, if any, to Buyer.

(iii) Record the Deed, together with the Certificate of Acceptance, and deliver to the Buyer Assessor any off-record transfer tax declaration and/or change of ownership statement that may be required by law.

(iv) Issue the Title Policy to Buyer.

(v) Deliver to Seller: (i) copies of all documents recorded at Closing by the Title Company; and (ii) a certified copy of the approved Closing Statement; and

(vi) Deliver to Buyer: (i) copies of all documents recorded at Closing by the Title Company; (ii) a certified copy of the approved Closing Statement; and (iv) a copy of each of the FIRPTA and Form 593-C.

(h) **Operation of the Property Prior to the Closing Date.** Between the Effective Date and the Closing Date, Seller shall continue to operate and maintain the Property in the usual and ordinary course of business consistent with past practices. Seller shall take no action, and shall not cause any third party to take, any action that would materially alter or affect the condition of the Property. Seller shall not enter into, amend, or terminate any leases, licenses or occupancy agreements without obtaining prior Buyer's written consent, which shall be subject to Buyer's sole and absolute discretion. Seller shall not enter into or amend any contract that is not reasonably necessary for the normal operation of the Property and that cannot be terminated on thirty (30) or fewer days' notice, or waive, compromise or settle any rights of Seller under any contract or other agreement affecting the Property without, in each case, obtaining Buyer's prior written consent, which shall be subject to Buyer's sole and absolute discretion. Seller shall keep in full force and effect all of the existing insurance policies maintained by Seller respecting the Property or policies providing similar coverage to the existing insurance policies.

(i) **Conveyance.** The date on which the Quitclaim Deed for the Property is recorded shall be referred to hereinafter as the "Closing Date." The Quitclaim Deed, duly executed and authorized by County, shall be subject to:

(i.) All non-delinquent taxes, interest, penalties and assessments of record, if any;

(ii.) Covenants, conditions, restrictions, reservations, easements, licenses, rights, and rights-of-way of record, if any;

(iii.) Seller's reservation to itself and exception from the conveyance contemplated herein of all oil, gas, hydrocarbons, or other minerals in and under the Property without the use of the surface or subsurface, to a depth of 500 feet, measured vertically, from the surface of the Property;

(iv.) At no time and under no circumstances shall habitable structures, as that term is defined herein, be constructed on the Property;

(v.) The Property shall be subject to the right in perpetuity of the County of Los Angeles or its assignees for Fire Break Construction as that term is defined herein on portions of the Property;

(vi) At no time shall the Property be used for commercial agricultural purposes, including, but not limited to, development of vineyards, clearing and/or irrigating the land for the purpose of growing crops for sale, or inclusion in a commercial product or use of chemicals for the purpose of promoting the growth of plant life;

(vii.) Any lighting installed upon the Property must use low intensity directional lighting and screening to minimize light spillover and glare onto residential neighborhoods and park lands, thereby preserving to the extent consistent with public safety, a natural night sky. Night lighting of outdoor recreational specialty courts such as tennis courts is expressly prohibited by this language;

(viii.) Except as provided in subsection (b) below, fences higher than six (6) feet shall not be installed on any part of the Property;

(ix.) The Property, along with adjacent property currently owned by Buyer, will be merged and held as one parcel by the Buyer and no portion of the Property will be sold, conveyed, assigned, granted, or bequeathed separately, and Buyer shall execute and record a Covenant and Agreement as listed in Exhibit G;

(x.) The use of any portion of the Property for the purposes of Transfer Development Credit, or for any purpose associated with allowing the increased development of other property located in California, is expressly prohibited;

(xi.) In the event that the County of Los Angeles determines that the owner in possession is not complying with these restrictions, then all right title and interest in and to the Property shall revert back to the County of Los Angeles upon providing a 30 day notice to the record owner of the Property of its failure to comply with these restrictions and without any necessity of any other affirmative action on the part of the County of Los Angeles;

(xii.) In accordance with the California Surplus Land Act, if ten (10) or more residential units are developed on the Property, not less than 15% of the total number of residential units developed on the Property shall be sold or rented at affordable housing cost.

(xiii.) For purposes of both this Agreement and the related Quitclaim Deed, the following terms shall have the following definitions:

Habitable Structure: is defined as any enclosed structure having any type of plumbing fixtures or food preparation area, including but not limited to: (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves or other equipment for the purpose of preparing food, and (2) bathroom facilities including toilets, sinks, tubs and showers.

Fire Break Construction: is defined as construction of walls of varying height and width using any type of fire-resistant building materials. Construction of such walls will be within 5 feet of the nearest property line of the Property.

(7) Title Policy; Permitted Exceptions.

(a) A condition precedent to Buyer's obligation to purchase the Property shall be the willingness of the Title Company to issue to Buyer at the Closing, a standard CLTA owners policy of title insurance ("**CLTA Policy**"), or equivalent form acceptable to Buyer, in the face amount of the Purchase Price and dated as of the date the Deed is recorded, indicating title to the Property to be vested of record in Buyer, subject solely to the Permitted Exceptions (as defined herein), and containing endorsements and additional coverages as reasonably requested by Buyer; provided, however, Buyer may elect to obtain from the Title Company an ALTA extended coverage owner's policy of title insurance insuring fee title to the Property vested in Buyer (an "**ALTA Policy**"), subject only to the Permitted Exceptions. The selected policy (whether it be a CLTA Policy or an ALTA Policy) shall be referred to herein as the "**Title Policy**," and the issuance of the Title Policy shall be a condition to the Closing for the benefit of Buyer. "**Permitted Exceptions**" shall mean: the specific exceptions listed in Schedule 7(b) attached hereto and such other title and survey exceptions as Buyer has approved or may approve in writing, in Buyer's sole discretion; and any exceptions caused by Buyer, its agents, representatives or employees; provided, however, that the "Permitted Exceptions" shall in no event include any existing mortgage liens, mechanics liens or other monetary liens created or assumed by Seller against the Property (collectively, "**Seller Liens**").

(b) In the event that Buyer elects to obtain an ALTA Policy, Buyer shall pay the difference in cost between a CLTA Policy and an ALTA Policy and the cost of the Survey. Buyer shall pay the cost of any endorsements to the CLTA Policy or ALTA Policy that Buyer may elect to obtain.

(8) Representations, Warranties, Covenants and Acknowledgments.

(a) **Seller Representations and Warranties.** Seller represents and warrants to Buyer, as of the Effective Date and again as of the Closing Date, as follows:

(i) Seller is the sole owner of the entire right, title and interest in and to the Property.

(ii) Seller is a body corporate and politic.

(iii) Seller has the full power and authority to enter into and comply with the terms of this Agreement and has, or at Closing will have, obtained all necessary consents and approvals required for Seller to enter into and consummate the transaction described in this Agreement. The individual(s) signing this Agreement on behalf of Seller is or are authorized to execute this Agreement and bind Seller to its terms and conditions.

(iv) This Agreement, and all instruments referenced herein to be executed by Seller in connection with the transaction described in this Agreement, are or at the time of Closing will be, duly authorized, executed and delivered by Seller, and are, or at Closing will be, legal, valid and binding obligations of Seller and do not, and at the time of Closing will not, violate any provisions of any agreement or judicial order to which Seller is a party or to which Seller is subject.

(v) The execution and delivery of this Agreement, and consummation of the transaction described in this Agreement do not, and at Closing will not constitute a default under any contract or agreement to which Seller is a party.

(vi) The acts of Seller's Board of Supervisors, directors, members, managers, officers, employees, agents, attorneys, affiliates, lenders, consultants and contractors who sign this Agreement, and all instruments referenced herein to be executed by Seller in connection with the transaction described in this Agreement, or perform any obligation of Seller hereunder or thereunder, and the transactions contemplated hereby and thereby, have been duly authorized by all requisite action on the part of Seller.

(vii) Seller has obtained, or will obtain before Closing, all required consents, releases, and permissions, and has complied with or will comply with all material statutes, laws, ordinances, and regulations of any kind or nature, in order to effectively vest in Buyer good and indefeasible title to the Property.

(viii) There are no pending or, to Seller's actual knowledge, threatened legal actions or arbitrations or reference proceedings at law or in equity, against Seller or affecting the Property.

(ix) To Seller's actual knowledge, all laws, ordinances, rules, and regulations (including, but not limited to, those relating to flood control, zoning, building, fire, health, and safety) of any government or any agency, body, or subdivision thereof, bearing on the construction, operation, ownership, or use of the Real Property, have been complied with by Seller and, except as disclosed in the Due Diligence Materials, Seller has not received any written notice from any Governmental Authority that the Property or any condition existing thereon or any present use thereof currently violates any law or regulations applicable to the Property, including, without limitation, environmental statutes, ordinances or regulations governing hazardous substances, and to Seller's actual knowledge, no such violations exist.

(x) Seller has not received any notice that Seller 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 Property.

(xi) The rent roll, if any, attached hereto as Exhibit C and the rent roll delivered at the Closing each are true, correct and complete in all material respects as of the respective dates thereof. There are no other leases, license agreements, or other agreements for the occupancy of the Property, except those to the tenants listed on the rent roll. The Leases made available to Buyer pursuant to this Agreement are true, correct and complete in all material respects. Neither Seller nor, to Seller's actual knowledge, any tenant under a Lease, is in default in its obligations under a Lease. To Seller's actual knowledge: (1) no rent has been paid by any tenant more than one month in advance, (2) except as set forth on one of the aforementioned rent rolls, there are no concessions, bonuses, free month's rental, rebates or other matters affecting the future rent under any Lease, and (3) there are no outstanding notices to quit or other eviction proceedings with respect to any tenant under a Lease. No finder's fee or other compensation will be due or payable with respect to any of the leases after the Closing. No commitments have been made to any tenant for repairs or improvements, other than a general landlord requirement for normal maintenance in the future.

(xii) Except for the Contracts, and any information disclosed to Buyer in writing prior to the expiration of the Due Diligence Period, there are no service or maintenance agreements affecting the Real Property

(xiii) Except as disclosed in the Due Diligence Materials, there are no other agreements for the sale, exchange, or transfer of the Property, or any portion thereof, or the business operated thereon.

(xiv) Seller has not received written notice from any Governmental Authority of any pending condemnation action against any of the Real Property.

(xv) To Seller's actual knowledge, there are no Hazardous Substances present at, on, in, under or about the Real Property (including, without limitation, the air, land, soil, surface water, and ground water); there has not been any generation, transportation, storage, treatment, or disposal of any Hazardous Substance at, the Real Property, or within one-half mile thereof, or any migration of Hazardous Substances to or from the Real Property, now or in the past; there is no pending or threatened litigation in which any person or entity alleges, or threatens to allege, the presence, release, threat of release, placement at, on, in, under or about, or migration from or to, the Real Property, or the generation, transportation, storage, treatment, or disposal on the Real Property, of any Hazardous Substance; Seller has not received any notice of and, to Seller's actual knowledge, no Governmental Authority or any employee or agent thereof has determined or alleged, or is investigating the possibility, that there is the presence, release, threat of release, placement at, on, in, under or about, the Real Property, or the generation, transportation, storage, treatment, or disposal on the Real Property, of any Hazardous Substance; to Seller's actual knowledge, there are no communications or agreements with any Governmental Authority or agency (federal, state, or local) or any private person or entity (including, without limitation, any prior owner of the Real Property or any present or former occupant of the Real Property) relating in any way to the presence, release, threat of release, placement at, on, in, under or about, or migration from or to, the Real Property, or the generation, transportation, storage, treatment, or disposal at, on, in, under or about, the Real Property, of any Hazardous Substance.

"Environmental Law" means any present and future federal, state and local laws, statutes, ordinances, rules, regulations and the like, as well as common law, relating to the safety, welfare and protection of human health or the environment or any natural resource, relating to any Hazardous Substances, relating to liability for or costs of other actual or threatened danger to the safety, welfare or human health or the environment or any natural resource and includes, but is not limited to, the following statutes, as amended, any successor thereto, and any regulations adopted and publications promulgated pursuant thereto, and any state or local statutes, ordinances, rules, regulations and the like addressing similar issues: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (as amended, including, but not limited to, the Superfund Amendments and Reauthorization Act of 1986, "**CERCLA**"), 42 U.S.C. §9601 et seq; the Emergency Planning and Community Right-to-Know Act of 1986; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §1801 et seq; the Resource Conservation and Recovery Act, as amended (including, but not limited to, Subtitle I relating to underground storage tanks), 42 U.S.C. §6901 et seq; the Solid Waste Disposal Act; the Clean Water Act; the Clean Air Act; the Toxic Substances Control Act; the Safe Drinking Water Act; the Occupational Safety and Health Act of 1970, 29 U.S.C. Section 651 et seq.; the California Hazardous Waste Control Law, California Health and Safety Code Section 25100 et seq.; the Hazardous Substance Account Act, California Health & Safety Code Section 25300 et seq.; the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code

Section 25249.5 et seq.; the Porter-Cologne Water Quality Control Act, California Water Code Section 13000 et seq.; the California Air Resources Law, California Health and Safety Code Section 39000 et seq.; the Federal Water Pollution Control Act; the Federal Insecticide, Fungicide and Rodenticide Act; the Endangered Species Act; the National Environmental Policy Act; and the River and Harbors Appropriation Act. The term "**Environmental Law**" also includes, but is not limited to, any present and future federal, state and local laws, statutes ordinances, rules, regulations and the like, as well as common law conditioning transfer of property upon a negative declaration or other approval of a Governmental Authority of the environmental condition of the Property; requiring notification or disclosure of Releases of Hazardous Substances or other environmental condition of the Property to any Governmental Authority or other Person, whether or not in connection with transfer of title to or interest in property; imposing conditions or requirements in connection with permits or other authorization for lawful activity; relating to nuisance, trespass or other causes of action related to the Property; and relating to wrongful death, personal injury, or property or other damage in connection with any physical condition or use of the Property.

"Hazardous Substances" shall mean all chemicals materials, substances, or items in any form, whether solid, liquid, gaseous, semisolid, or any combination thereof, whether waste materials, raw materials, chemicals, finished products, by-products, or any other materials or articles, that because of the physical, chemical, or other characteristics may pose a risk of endangering human health or safety or of degrading the environment and are regulated under any Environmental Law, including not limited to: petroleum and petroleum products, asbestos and asbestos-containing materials, polychlorinated biphenyls, lead, lead based paint, radon, radioactive materials, mold, flammables and explosives, infectious substances or any other substances or materials now or hereafter regulated by any Environmental Law.

(xvi) By providing copies of the Due Diligence Materials to Buyer, Seller has provided or made available to Buyer all due diligence materials that materially affect the Property and that were in Seller's possession or control, including but not limited to all soils reports, reports pertaining to hazardous materials or other environmental conditions, government permits, licenses, approvals and significant correspondence with any Governmental Authority, architectural and civil or structural engineering documents, and other studies, reports and information that relate to the Property.

(xvii) Seller is not a foreign person and is a "United States Person" as that term is defined in §7701(a)(30) of the Internal Revenue Code of 1986, as amended.

(xviii) "As Is" Purchase. Subject to the approval or waiver of Due Diligence in section 4(d), Seller's preclosing obligations under section 4(a) and (b), the closing conditions in Article 6, and as a material inducement to Seller's execution and delivery of this Agreement and performance of its duties under this Agreement: EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, BUYER HAS AGREED TO ACCEPT POSSESSION OF THE PROPERTY ON THE CLOSING DATE ON AN "AS IS" BASIS. SELLER AND BUYER AGREE THAT THE PROPERTY WILL BE SOLD "AS IS, WHERE IS, WITH ALL FAULTS" WITH NO RIGHT OF SET-OFF OR REDUCTION IN THE PURCHASE PRICE, AND, EXCEPT AS SET FORTH IN SECTION 8 OF THIS AGREEMENT, SUCH SALE 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 SELLER DISCLAIMS AND RENOUNCES ANY SUCH REPRESENTATION OR WARRANTY.

(xix) Release. Effective from and after the Closing, Buyer hereby waives, releases, acquits, and forever discharges Seller, and Seller'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 Property (including without limitation the Condition of the Property), except matters arising from Seller's fraud or intentional misrepresentation. Buyer expressly waives its rights granted under the provisions of any law that provides that a general release does not extend to claims that buyer 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 seller 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.

Seller and Buyer have each initialed this section 8(a)(xix) to further indicate their awareness and acceptance of each and every provision of this Agreement. The provisions of this section 8(a)(xix) will survive the Closing.

Seller's Initials: _____

Buyer's Initials: _____

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

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

(i) Buyer is a duly formed and validly existing trust organized and in good standing under the laws of the State of California, and administered in the State of California.

(ii) Buyer has the full power and authority to enter into and comply with the terms of this Agreement and has, or at Closing will have, obtained all necessary consents and approvals required for Buyer to enter into and consummate the transaction described in this Agreement.

(iii) This Agreement, and all instruments referenced herein to be executed by Buyer in connection with the transaction described in this Agreement, are, or at the time of Closing will be, duly authorized, executed and delivered by Buyer, and are, or at Closing will be, legal, valid and binding obligations of Buyer and do not, and at the time of Closing will not, violate any provisions of any agreement or judicial order to which Buyer is a party or to which Buyer is subject.

(iv) The execution and delivery of this Agreement, and consummation of the transaction described in this Agreement, will not, to Buyer's actual knowledge, constitute a default under any contract or agreement to which Buyer is a party.

(v) Neither Buyer nor its partners, members, officers, directors, investors, or shareholders, nor any of their respective affiliates, is in violation of any federal or state anti-money laundering and anti-terrorism laws.

(vi) Neither Buyer nor its partners, members, officers, directors, investors, or shareholders, nor any of their respective affiliates, is acting, directly or indirectly, on behalf of terrorists, terrorist organizations, or narcotics traffickers, including those persons or entities designated as a Specially Designated National pursuant to Executive Order 13224 of the President of the United States, dated September 23, 2001 (Executive Order), as amended, or that appear on the Annex to the Executive Order, or are included on any relevant lists maintained by the Office of Foreign Assets Control of U.S. Department of Treasury, U.S. Department of State, or other U.S. government agencies, all as may be amended from time to time (Government List). Neither Buyer nor its partners, members, officers, directors, investors, or shareholders, nor any of their respective affiliates, in any capacity in connection with the purchase of Property (a) conducts any business or engages in making or receiving any contribution of funds, goods, or services to or for the benefit of any person included in a Government List, (b) deals in, or otherwise engages in any transaction relating to, the Property or interests in property blocked pursuant to the Executive Order, or (c) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any anti-money-laundering and anti-terrorism laws.

(vii) Neither Buyer, nor any person controlling or controlled by Buyer, is a country, territory, individual, or entity named on a Government List, and, to Buyer's actual knowledge, the monies used in connection with this Agreement and amounts committed with respect to this Agreement were not and are not derived from any activities that contravene any applicable anti-money-laundering or anti-bribery laws and regulations (including funds being derived from any person, entity, country, or territory on a Government List or engaged in any unlawful activity defined under 18 USC §1956(c)(7)).

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

Except for the representations and warranties of Buyer set forth in Sections 8(b)(i), 8(b)(ii) and 8(b)(iii), which shall survive indefinitely, the representations and warranties of Buyer set forth in this Section 8(b) shall survive the Closing.

(c) **Re-made on Closing Date.** The representations and warranties of Seller and Buyer 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).

(9) Rights and Remedies Upon Default.

(a) **Seller's Remedies Upon Default of Buyer.** If the Closing does not occur because of a default under or breach of this Agreement on the part of Buyer, Seller 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, Seller shall have all rights and remedies at law or in equity, including, without limitation, the right to seek damages (including for any punitive, speculative, consequential, or special damages), or (ii) pursue the remedy of specific performance of Buyer's obligations to proceed to Closing under Section 6. Buyer acknowledges the unique and special character of the Property and its utility to Seller and agrees that specific performance is an appropriate remedy for Buyer's default under this Agreement. The foregoing options are mutually exclusive and are the exclusive rights and remedies available to Seller at law or in equity in the event the sale of the Property is not consummated because of Buyer's default under or breach of this Agreement..

(b) **Buyer's Remedies Upon Default of Seller.** If the Closing does not occur because of a default under or breach of this Agreement on the part of Seller, Buyer 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, Buyer 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).

(10) Risk of Loss; Eminent Domain.

(a) **Damage.** Buyer and Seller each waive the provisions of any applicable law (including, without limitation, the Uniform Vendor and Purchaser Risk Act, as enacted in California (Cal. Civil Code § 1662)) that would render this Agreement unenforceable, or provide for any reduction in, or credit toward, the Purchase Price, in the event any of the Property is damaged or destroyed prior to the Closing.

(i) In the event that this Agreement is terminated in accordance with this Section 10(a), then this Agreement and the obligations of the Parties hereunder shall terminate (other than the Surviving Obligations), and neither party shall have any further right or obligation hereunder other than the Surviving Obligations.

(b) **Taking.** If prior to the Closing, all or any significant portion of the Property is subject to a taking by any public authority, Buyer has the right, exercisable by giving written notice to Seller within twenty (20) Business Days after receiving written notice of such taking (but in any event no later than one (1) Business Day prior to the Closing), at Buyer's sole and absolute discretion, either to (i) terminate this Agreement, in which case neither Party shall have any further rights or obligations under this Agreement, except for the Surviving Obligations, or (ii) proceed to consummate the transaction provided for by this Agreement, in which event Seller shall assign and turn over, and Buyer shall be entitled to receive and keep, any and all awards made or to be made in connection with the condemnation or eminent domain, and this Agreement shall remain

in effect without any reduction in the Purchase Price. A failure by Buyer to notify Seller in writing within such ten (10) Business Day period shall be deemed Buyer's election to proceed under clause (i) above, and this Agreement and the obligations of the Parties hereunder shall terminate (other than the Surviving Obligations), and neither party shall have any further right or obligation hereunder other than the Surviving Obligations. If Buyer elects to proceed under clause (ii) above, Seller shall not compromise, settle or adjust any claims to such award without Buyer's prior written consent. As used in this Section 10, "**taking**" means any transfer of the Property or any portion thereof to a Governmental Authority or other party (other than a Party) with appropriate authority, by exercise of the power of eminent domain. Seller shall give Buyer written notice of any taking, threatened taking (provided in writing), damage or destruction of the Property promptly after Seller obtains knowledge thereof.

(11) **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.

(12) **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.

(13) **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 Buyer and Seller hereunder.

(14) **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.

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

(16) **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.

(17) **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.

(18) **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.

(19) **Broker.** 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 19 shall survive the Closing.

(20) Assignment. This Agreement shall not be assigned by Buyer without the prior written consent of Seller. Notwithstanding the foregoing, Buyer may assign this Agreement to an affiliate of Buyer without Seller's consent. Any permitted assignee shall succeed to all of Buyer's rights and remedies hereunder and no such assignment shall relieve Buyer from its liability under this Agreement.

(21) 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 Seller and Buyer 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.

(22) 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.

(23) 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.

(24) 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.

(25) Acceptance of the Deed. The delivery by Seller of the Deed into Escrow, and the recording thereof by the Title 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 Seller and Buyer, 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 25 shall survive the Closing.

(26) Notices. All notices, elections, consents, approvals, demands, objections, requests or other communications which Seller or Buyer 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) personal delivery, (b) registered or certified mail, return receipt requested, with postage prepaid, or (c) 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 personally delivered or 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. Seller or Buyer 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 26.

To Seller: County of Los Angeles
Chief Executive Office
Real Estate Division
555 W. Fifth Street, 36th Floor
Los Angeles, CA 90013
Attn: Joyce Chang, Senior Manager

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

To Buyer: Coothie Trust
Daniel Frattali, Trustee
16133 Ventura Blvd., Suite 545
Encino, CA 91436

(27) 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.

(28) Rights of the Title Company. If there is any dispute as to whether the Title 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 Title Company shall not be obligated to make any delivery, but, in such event, may

hold same until receipt by the Title 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 Title 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 Title 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 Title 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 Title Company places any Escrowed Property in the registry of the governing court in and for Los Angeles Buyer, California and files an action of, interpleader, naming the Parties, the Title 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 Title Company, the Title Company shall become a party to any controversy or litigation with respect to the Escrowed Property or any other matter respecting this Agreement, Seller and Buyer shall jointly and severally hold the Title Company harmless from any damages or losses incurred by the Title Company by reason of or in connection with such controversy or litigation. The provisions of this Section 28 shall survive the Closing or termination of this Agreement.

(29) Solicitation of Consideration. It is improper for any Seller officer, employee or agent to solicit consideration in any form from Buyer with the implication, suggestion or statement that Buyer's provision of the consideration may secure more favorable treatment for Buyer in the award of this Agreement or that Buyer's failure to provide such consideration may negatively affect the Seller's consideration of the Buyer's offer to sell the Property. Buyer shall not offer or give, either directly or through an intermediary, consideration in any form to a Seller officer, employee or agent who has had any involvement in the negotiation, consummation or administration/management of this Agreement. Buyer shall immediately report any attempt by a Seller officer, employee or agent to solicit such improper consideration. The report shall be made either to the Seller Manager charged with the supervision of the employee or to the Seller Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the Buyer's submission being eliminated from consideration.

(30) 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 Seller and Buyer have fully executed and delivered this Agreement.

[Signatures on following page(s)]

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed and delivered, as of the Effective Date.

"Seller"

COUNTY OF LOS ANGELES,
a body corporate and politic

JOSEPH M. NICCHITTA
Interim Chief Executive Officer

By: _____
Name: John T. Cooke
Title: Assistant Chief Executive Officer


ATTEST:

DEAN C. LOGAN
Registrar-Recorder\County Clerk

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By:  _____
Amy J. Cooper
Deputy County Counsel

"Buyer"

COOTHIE TRUST

By: _____
Name: Daniel Frattali
Title: Trustee

ACCEPTANCE BY TITLE COMPANY

The undersigned hereby accepts the duties of the Title Company, as escrow agent and as title agent, under that certain Agreement of Purchase and Sale between _____, as Seller, and the County of Los Angeles, as Buyer, dated _____, 20__, and relating to the property located at _____, Los Angeles, 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

Exhibit A

LEGAL DESCRIPTION OF THE LAND

APN: 4442-022-906

L S 20-34 LOTS 1 TO 6,8,9,32 TO 43,46 TO 50,52 TO 54,77 TO 98,115 TO 127

To be further defined prior to or at the opening of escrow

Exhibit B

Contracts

None

Exhibit C

Leases

None

Exhibit D

Due Diligence Materials

None

Exhibit E

QUITCLAIM DEED

WHEN RECORDED
MAIL THIS DOCUMENT TO:

Mr. Daniel Frattali, Trustee
Coothie Trust
16133 Ventura Blvd., Suite 545
Encino, CA 91436

Space Above This Line Reserved for Recorder's Use

Assessor's Identification Number:
4442-022-906

DOCUMENTARY TRANSFER TAX	
COUNTY OF LOS ANGELES	\$ _____
CITY OF _____	\$ _____
TOTAL TAX	\$ _____

COMPUTED ON FULL VALUE OF PROPERTY CONVEYED,
OR COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING, AT TIME OF SALE.

Signature of Declarant or Agent determining tax.

COUNTY OF LOS ANGELES
Firm Name

QUITCLAIM DEED

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **COUNTY OF LOS ANGELES**, a body corporate and politic (Grantor or County), does hereby remise, release, and forever quitclaims to:

the **COOTHIE TRUST** (Grantee),

all of the Grantor's right, title, and interest in and to the real property (Property), "as-is," "where-is", with all faults and no representation or warranties of any kind whatsoever, express or implied, as to the condition, use, or suitability of Grantee's intended use of the Property, reserving and excepting to the County the following:

- a. all oil, gas, hydrocarbons, and other minerals in and under the Property without the right to the use of the surface or subsurface (except as otherwise provided herein) to a depth of 500 feet, measured vertically from the surface of the Property.

The Property is located in the Unincorporated Topanga Canyon area, County of Los Angeles, State of California, described in Exhibit A attached hereto and incorporated herein by this reference as though set forth in full.

SUBJECT TO AND GRANTEE TO ASSUME:

- a. All taxes, interest, penalties and assessments of record, if any.
- b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- c. Any other encumbrance or interest in the Property, recorded or unrecorded, if any.
- d. The condition that no habitable structures, as that term is defined herein, shall be constructed on the Property at any time or under any circumstances.
- e. The condition that the Property shall be subject, in perpetuity, to the right of the County of Los Angeles or its assignees for Fire Break Construction, as that term is defined herein, on portions of the Property.
- f. The condition that the Property shall not be used for commercial agricultural purposes, including, but not limited to, development of vineyards, clearing and/or irrigating the land for the purpose of growing crops for sale, or inclusion in a commercial product or use of chemicals for the purpose of promoting the growth of plant life at any time or under any circumstances.;
- g. The condition that any lighting installed upon the Property must use low intensity directional lighting and screening to minimize light spillover and glare onto residential neighborhoods and park lands, thereby preserving to the extent consistent with public safety, a natural night sky. Night lighting of outdoor recreational specialty courts such as tennis courts is expressly prohibited by this language.
- h. The condition that , fences higher than six (6) feet shall not be installed on any part of the Property, except for those defined below.
- i. The condition that the Property, along with adjacent property currently owned by Buyer, shall be merged and held as one parcel by the Buyer, and no portion of the Property shall be sold, conveyed, assigned, granted, or bequeathed separately, and Buyer shall execute and record a Covenant and Agreement;
- j. The use of any portion of the Property for the purposes of Transfer Development Credit, or for any purpose associated with allowing the increased development of other property located in California, is expressly prohibited;
- k. In accordance with the California Surplus Land Act, if ten (10) or more residential units are developed on the Property, not less than 15% of the total number of

residential units developed on the Property shall be sold or rented at affordable housing cost.

I. In the event, after notice and a fair opportunity for Grantee to remedy the alleged violations, the County determines that the owner in possession is not complying with these restrictions and conditions, then the Grantee shall execute a grant deed, and all right title and interest in and to the Property shall revert back to the County upon providing a thirty day (30) notice to the record owner in possession of its failure to comply with these restrictions and without any necessity of any other affirmative action on the part of the County.

DEFINITIONS

For purposes of this Quitclaim Deed, the following terms shall have the following definitions:

"Habitable Structure" is defined as any enclosed structure having any type of plumbing fixtures or food preparation area, including but not limited to: (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves or other equipment for the purpose of preparing food, and (2) bathroom facilities including toilets, sinks, tubs and showers.

"Fire Break Construction" is defined as construction of walls of varying height and width using any type of fire-resistant building materials. Construction of such walls will be within 5 feet of the nearest property line of the Property.

COUNTY OF LOS ANGELES,
a body corporate and politic

JOSEPH M. NICCHITTA
Interim Chief Executive Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
John T. Cooke
Assistant Chief Executive Officer

By _____
Amy Cooper, Deputy

Exhibit A (to Quitclaim Deed)

LEGAL DESCRIPTION OF THE PROPERTY

APN: 4442-022-906

L S 20-34 LOTS 1 TO 6,8,9,32 TO 43,46 TO 50,52 TO 54,77 TO 98,115 TO 127

To be further legally described prior to or at the opening of escrow

EXHIBIT F

Form of Owner's Affidavit

Los Angeles, California

Order/File No. _____

That certain real property described on Exhibit "A" attached hereto (the "**Land**")

The undersigned (hereafter "**Owner**") does hereby state that the following facts and statements are true and correct to its actual knowledge:

1. That the person executing this Affidavit is fully authorized and qualified to make this Affidavit on Owner's behalf.

2. That during the period of one hundred eighty (180) days immediately preceding the date of this Affidavit, neither Owner nor its agents has caused any work to be done or any materials to be furnished in connection with the erection, repair, or removal of any building or other structure on the Land or in connection with the improvement of the Land, which has not been paid for in full prior to the close of escrow.

3. The following are all of the persons or entities having leases or other occupancy rights affecting the Land or are tenants under leases with rights of possession only: NONE.

4. The undersigned has not entered into any unrecorded sale contracts, deeds, mortgages, rights of first refusal or purchase options affecting the Land or improvements thereon, which are presently in effect and will survive the transfer to the County of Los Angeles, a body corporate and politic ("**Buyer**"), except as set forth in that certain preliminary title report _____ (with an effective date of _____, 20____) (the "**Title Commitment**") and the purchase agreement with Buyer.

5. In order to effectuate a New York style closing, Owner will not voluntarily create any defect, lien, encumbrance, adverse claim, or other matter (each a "**Title Defect**") being filed or recorded against the Land between the effective date of the last date down of the Title Commitment and the date of recording of the Quitclaim Deed pursuant to which Buyer acquires the Land (the "**Gap Period**"). In consideration of the Company (as defined below) issuing its policy or policies of title insurance, without an exception on Schedule B thereof for any Title Defect arising or being recorded during the Gap Period, Owner hereby agrees to promptly defend, remove, bond, or otherwise dispose of any Title Defect arising or recorded during the Gap Period, and to indemnify and hold harmless the Company against actual loss or damage, including attorneys' fees, which the Company may sustain under its policy or policies of title insurance by reason of such Title Defect; provided that the liability of Owner under this Section 5 shall cease six (6) weeks after the date of the above described policy or policies of title insurance.

This Affidavit is made with the intention that _____ (the "**Company**") and its policy issuing agents will rely upon it in issuing their title insurance policies and endorsements. Any statement "to the undersigned's knowledge" (or similar phrase) shall mean the present actual knowledge (excluding constructive, implied or imputed knowledge) of [_____], who is familiar with the facts and circumstances regarding the undersigned's use and possession of the Land (but such individual shall not have any liability in connection herewith). Notwithstanding anything to the contrary herein, any cause of action for a breach of this Affidavit shall survive, until

any obligations under a title policy issued by the Company in reliance of this Affidavit have terminated pursuant to the terms of such policies at which time this Affidavit shall terminate; provided, however, that in no event shall Owner be liable under this Affidavit for any loss or damage arising out of any actions taken by, or at the direction of Buyer or any of Buyer's affiliates, agents, invitees or licensees.

[Signature Page Immediately Follows]

Owner declares under penalty of perjury that the foregoing is true and correct to its actual knowledge.

Dated this ____ day of _____, 20__.

"Owner":

COUNTY OF LOS ANGELES,
a body corporate and politic

JOSEPH M. NICCHITTA
Interim Chief Executive Officer

By: _____
Name: John T. Cooke
Title: Assistant Chief Executive Officer

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 _____, 20__ before me, _____
(insert name and title of the officer),

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.

Signature: _____

[Seal]

EXHIBIT "A" TO OWNER'S AFFIDAVIT

Description of Land

APN: 4442-022-906

L S 20-34 LOTS 1 TO 6,8,9,32 TO 43,46 TO 50,52 TO 54,77 TO 98,115 TO 127

To be further defined prior to or at the opening of escrow

Exhibit G

RECORDING REQUESTED BY & MAIL TO

County of Los Angeles	*
Chief Executive Office	*
Real Estate Division	*
555 W. Fifth St., 36th Floor	*
Los Angeles, CA 90013	*
Attn: Joyce Chang, Senior Manager	*

SPACE ABOVE THIS LINE FOR RECORDER'S USE

COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL

The undersigned hereby certify that they are the owner of the real property described below located in the unincorporated Topanga Canyon area of the County of Los Angeles, State of California that is legally described as follows:

Parcel A:

APN: 4442-022-906

L S 20-34 LOTS 1 TO 6,8,9,32 TO 43,46 TO 50,52 TO 54,77 TO 98,115 TO 127
To be further legally described prior to or at the opening of escrow

Parcel B:

Buyer's Property

To be further legally described prior to or at the opening of escrow

This property is located at and is known by the following address and Assessor Parcel Numbers (APN):

APN: 4442-022-906 and APN: _____ located at and adjacent to 1551 Penny Road, Topanga Canyon, CA 90290.

I hereby agree and covenant with the County of Los Angeles that the above legally described real property shall be merged and held as one parcel and that no portion of Parcel A or Parcel B will be sold, conveyed, assigned, granted, or bequeathed separately.

This Covenant and Agreement is executed for the purpose of prohibiting the further subdivision of the land described herein.

This Covenant and Agreement shall run with all the above-described land and shall be binding upon myself, and future owners, encumbrancers, their successors, heirs, or assignees and shall continue in effect in perpetuity.

Agreed to:

By: _____
Coothie Trust

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 _____, 20__ before me, _____
(insert name and title of the officer),

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.

Signature: _____

[Seal]

ENCLOSURE C

**AGREEMENT
OF
PURCHASE AND SALE**

BY AND BETWEEN

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

AND

**William J. Buerge Trust
20421 Callon Drive
Topanga, CA 90290**

TABLE OF CONTENTS

	Page
(1) Recitals	1
(2) Sale and Purchase of Property	1
(3) Purchase Price; Independent Consideration	2
(4) Condition of Property	2
(5) Prorations and Apportionments	5
(6) Closing	7
(7) Title Policy; Permitted Exceptions	11
(8) Representations, Warranties, Covenants and Acknowledgments	11
(9) Rights and Remedies Upon Default	16
(10) Risk of Loss; Eminent Domain	17
(11) Binding Effect	18
(12) Governing Law	18
(13) Time of Essence	18
(14) Counterparts	18
(15) Waiver	18
(16) Construction	18
(17) Headings	18
(18) Severability	18
(19) Broker	18
(20) Assignment	18
(21) Merger	19
(22) General Rules of Interpretation	19
(23) Date of Performance	19
(24) Third Parties	19
(25) Acceptance of the Deed	19
(26) Notices	19
(27) No Modification	20
(28) Rights of the Title Company	21
(29) Solicitation of Consideration	21
(30) No Offer or Binding Contract	21

Exhibits

Exhibit A	Legal Description of the Land
Exhibit B	Contracts
Exhibit C	Leases
Exhibit D	Due Diligence Materials
Exhibit E	Quitclaim Deed
Exhibit F	Owner's Affidavit
Exhibit G	Covenant and Agreement to Hold Property as One

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT OF PURCHASE AND SALE (this "**Agreement**") is effective as of _____, 2026, (the "**Effective Date**") and is entered into by and between COUNTY OF LOS ANGELES, a body corporate and politic ("**Seller**"), and William J. Buerge Trust dated April 29, 2021 ("**Buyer**"). Each of Buyer and Seller are occasionally referred to herein as a "**Party**" and collectively as the "**Parties**."

RECITALS

Seller is the owner of that certain improved real property located in the unincorporated Topanga Canyon area, County of Los Angeles, State of California, known as APN: 4442-018-908, as more particularly described on Exhibit A (the "**Land**").

Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller, upon the terms and conditions set forth in this Agreement.

The Board of Supervisors (the "**Board**") for the County of Los Angeles has made the findings and determinations that the sale of the Property by County to Buyer is categorically exempt under CEQA (as hereinafter defined) in that the sale is a sale of surplus government property for an existing use (Class 12(b)(2) and Class (1) exemption).

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 Buyer and Seller, each intending to be legally bound, do hereby covenant and agree as follows:

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

(2) **Sale and Purchase of Property**. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and accept from Seller, at the price and upon the terms, provisions and conditions set forth in this Agreement, all of Seller's right, title and interest in the Land, free and clear of all liens, encumbrances, assessments, easements, and taxes, together with all of Seller's right, title and interest in all of the following items in respect of the Land (collectively, the "**Property**"):

(a) all rights, privileges, easements, appurtenances, and other estates pertaining or appurtenant to the 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 Land (collectively, the "**Appurtenances**" and together with the Land, the "Real Property");

(b) all of Seller's right, title, and interest in any contracts and agreements relating to the ownership, operation or maintenance of the Real Property, as listed on Exhibit B (the "**Contracts**");

(c) all of Seller's right, title, and interest under any leases, license agreements, agreements for the occupancy of the Real Property, or other possessory interests by third parties on the Subject Property, as listed on Exhibit C (the "**Leases**"); and

(d) all of Seller's right, title and interest in any intangible property used and necessary in connection with the Real Property, including, without limitation, any warranties, guaranties, licenses, permits, entitlements, governmental approvals and certificates of occupancy which benefit the Real Property and/or the Personal Property, all surveys, reports, plans, specifications, drawings, appraisals, reports and studies, all signs, logos, trade names, trademarks, service marks, styles or similar intellectual property owned by Seller with respect to the Property, all social media accounts (if any) with respect to the Property, all marketing and merchandising materials (including, but not limited to, signs, advertisements, brochures, project names, logos, and all computer source disk materials for the foregoing items) (collectively, the "**Intangible Property**").

(3) Purchase Price; Independent Consideration.

(a) **Purchase Price.** The purchase price for the Property is Ten Thousand and 00/100 Dollars (\$10,000.00) (the "**Purchase Price**").

(b) **Independent Consideration.** Within seven (7) Business Days (as defined in Section 4(d)) after the Effective Date, Buyer shall deliver to the Title Company (as defined in Section 6(a)), the sum of one hundred dollars (\$100.00) (the "**Independent Consideration**"), which the Title Company shall immediately release and deliver to Seller as independent consideration for Buyer's right to purchase the Property and Seller's execution, delivery and performance of this Agreement. Seller shall, in all events, retain the Independent Consideration, but the Independent Consideration shall be applied as a credit against the Purchase Price at the Closing (defined in Section 6(a)). Buyer and Seller hereby acknowledge and agree that the Independent Consideration constitutes adequate and sufficient consideration for Buyer's right to purchase the Property and Seller's execution, delivery and performance of this Agreement.

(c) **Purchase Price Balance.** Provided that all of the other conditions precedent to Buyer's obligation to purchase the Property are timely satisfied, then one (1) business day prior to the Closing Date, Buyer shall deposit into Escrow (as defined in Section 6(a)) the balance of the Purchase Price (i.e., the Purchase Price less the Independent Consideration) (the "**Purchase Price Balance**").

(4) Condition of Property.

(a) **Due Diligence Materials.** Seller previously provided Buyer with a copy of certain due diligence materials listed on Exhibit D attached hereto (collectively, the "**Due Diligence Materials**");

(i) any existing plans for or surveys of the Land;

(ii) any soils reports, reports pertaining to Hazardous Substances (as defined in Section 8(a)) or other environmental conditions (including, without limitation, any existing "Phase I" or "Phase II" environmental report prepared for the Land), improvement and landscape plans, permits and licenses issued by any local, regional, state or federal governmental entity, agency, court, judicial or quasi-judicial body, or legislative or quasi-legislative body (each, a "**Governmental Authority**"), and significant correspondence with Governmental Authorities, that relate directly to the Property;

(iii) any and all easements, regardless of purpose or use, whether recorded or unrecorded, associated with the Property, or any development approvals thereto;

(iv) all architectural and civil or structural engineering documents that relate directly to the Property, all environmental development approvals, and governmental approvals, including but not limited to, as built plans and specifications for the Improvements, copies of all permits, licenses, and certificates of occupancy for the Property, tentative maps, final maps, and California Department of Real Estate approvals;

(v) all Contracts, and any amendments and modifications thereto;

(vi) all Leases, and any amendments and modifications thereto, and a rent roll for the Real Property prepared;

(vii) all agreements relating to or concerning the Property or the proposed purchase, development and construction of the Property as contemplated herein, including any amendments or modifications thereto;

(viii) any studies, reports, jurisdictional correspondence, or other documents relating to the physical aspects of the Property;

(ix) all presently effective warranties or guaranties from any contractors, subcontractors, suppliers, manufacturers, servicemen or materialmen in connection with any of the Personal Property or any construction, renovation, repairs or alterations of the Improvements or any tenant improvements; and

(x) such other reasonable, usual and customary due diligence documents reasonably requested by Buyer, to the extent in Seller's possession.

(b) **Preliminary Title Report.** Not more than ten (10) days after the Effective Date, Seller shall provide Buyer a preliminary title report or title commitment (in either case, the "PTR") for the Property issued by the Title Company, with a hyperlink to a legible and complete copy of each and every document referenced in the PTR. From the Effective Date and until the earlier of the Closing Date or the date of termination of this Agreement, Seller shall send Buyer a copy of any correspondence concerning the Property that Seller receives from any Governmental Authority or that Seller sends to any Governmental Authority.

(c) **Buyer's Inspections.** Buyer and Buyer's elected and appointed officers, employees, agents, attorneys, lenders, consultants, and contractors (collectively, "**Buyer's Representatives**") shall have the right to enter the Property at reasonable times during the Due Diligence Period (defined in Section 4(d)) and with reasonable advance notice to inspect the Property, to conduct environmental testing at the Property, and to conduct an ALTA/ASCM survey (the "**Survey**") of the Property (collectively, "**Buyer's Inspections**"); provided that Seller shall have the right to be present during Buyer's Inspections. Buyer shall keep the Property free and clear of any mechanic's liens or materialmen's liens arising out of Buyer's Inspections. Buyer shall indemnify, protect, defend, and hold Seller free and harmless from and against any and all claims, actions, causes of action, suits, proceedings, costs, expenses (including, without limitation, attorneys' fees and costs), liabilities, damages, and liens of any type (collectively, "**Claims**") arising out of or resulting from (i) any entry and/or activities upon the Real Property by Buyer or Buyer's Representatives, excluding, however, the mere discovery of a pre-existing condition not exacerbated by Buyer, or (ii) the enforcement of this agreement of indemnity or the assertion by Buyer of any defense to its obligations hereunder. Buyer shall promptly repair any damage to the Property caused by the performance of any inspection activities by Buyer including, but not limited to, any intrusive tests. Buyer shall comply with any and all applicable laws, court

orders, governmental regulations, or demands or directives of any local, state or federal Governmental Authority (collectively, "**Applicable Law**") in performing Buyer's Inspections of the Property.]

(d) **Buyer's Due Diligence Approvals.**

(i) **Due Diligence Review.** Buyer's obligations under this Agreement, including, but not limited to, its obligations to purchase the Property on the Closing Date, are subject to the approval or confirmation by Buyer, in Buyer's sole and absolute discretion, of its due diligence investigations of the Property, including without limitation, review and approval of the Due Diligence Materials and Buyer's Inspections, during the period (the "**Due Diligence Period**") from the Effective Date through 5:00 pm Pacific time on the 10th business day after escrow opens (the "**Due Diligence Deadline**"). If, during the Due Diligence Period, Buyer determines that it is dissatisfied, in Buyer's sole and absolute discretion, for any reason or no reason whatsoever, with any aspects of the Property and/or its condition or suitability for Buyer's intended use, or with any of the Due Diligence Materials or the results of Buyer's Inspections, then Buyer may terminate this Agreement, and the Escrow created pursuant hereto, by delivering written notice to Seller and the Title Company on or before the Due Diligence Deadline of Buyer's election to terminate (a "**Termination Notice**"), in which event this Agreement, the Escrow, and the rights and obligations of the Parties hereunder shall terminate, other than the Surviving Obligations (as defined in Section 6(e)), and neither party shall have any further right or obligation hereunder other than the Surviving Obligations.

(ii) **Assumed Contracts.** Buyer shall, on or prior to the Due Diligence Deadline, advise Seller of which Contracts, if any, Buyer elects to assume. Other than the Contracts that Buyer has so elected to assume, Seller shall terminate all other Contracts effective as of the Closing.

(iii) **Title Review.**

A. Buyer shall have until the Due Diligence Deadline to deliver to Seller written notice ("**Buyer's Title Notice**") of Buyer's approval, conditional approval, or disapproval, in Buyer's sole and absolute discretion, of any matter in the PTR or disclosed by the Survey.

B. Seller shall have five (5) Business Days after receipt of Buyer's Title Notice or Buyer's deemed disapproval ("**Seller Response Period**"), to provide Buyer with a written response ("**Seller's Title Response**") stating that Seller shall: (a) cause the matters disapproved by Buyer to be removed of record, or commit to cause the Title Company to endorse over such matters pursuant to an endorsement or endorsements acceptable to Buyer, in Buyer's sole and absolute discretion, or otherwise cure such matters, prior to the Closing, and to give Buyer and the Title Company written notice of those matters that have been or will be cured on or before the Closing; or (b) not cause such matters to be so cured. If Seller does not, during the Seller Response Period, deliver a Seller's Title Response that is satisfactory to Buyer in Buyer's sole discretion, then Seller shall be deemed to have elected not to cure any matters disapproved by Buyer. Notwithstanding the foregoing, Seller shall be obligated to remove as exceptions to title to the Property as of the Closing monetary liens (including mechanics liens) or encumbrances and all claims to fee title or leasehold or other possessory interests in the Property, other than those arising from Buyer's Inspections.

C. If Seller does not state in Seller's Title Response that it shall cause all of the matters disapproved by Buyer to be cured prior to the Closing Date, then Buyer may, by not later than ten (10) Business Days after receipt of Seller's Title Response, (x) terminate this Agreement, in which case this Agreement, the Escrow and the rights and obligations of the parties hereto shall terminate, or (y) terminate its disapproval of those matters that Seller does not elect to cure by delivering written notice of such waiver (the "**Title Approval Notice**") to Seller and the Title Company. If Buyer does not deliver the Title Approval Notice in such case, Buyer shall be deemed to have terminated this Agreement. A "**Business Day**" shall mean any day of the year that is not a Buyer holiday (as such Buyer holidays are disclosed on <https://www.lacounty.gov/government/about-la-county/county-holidays/>) and any other day in which commercial banks are either not required to open or are authorized to close in Los Angeles, California.

D. If the Title Company issues any supplement or amendment to the PTR after the Due Diligence Deadline, then Buyer may issue a supplement to its Buyer's Title Notice within ten (10) Business Days after Buyer's receipt of legible copies of the title documents referenced in such supplement and, if such supplement includes disapproval of any matter, then Seller shall respond within five (5) Business Days with a supplement to Seller's Title Response.

(iv) Buyer's failure to either disapprove or approve in writing any of the items described in this Section 4(d) within the time period allotted to such item shall be deemed to constitute Buyer's disapproval of same.

(5) Prorations and Apportionments.

(a) Prorations. Except as otherwise set forth below, the following shall be prorated and apportioned between Seller and Buyer as of 11:59 p.m. (Pacific Time) on the day preceding the Closing Date, and all prorations shall be done on the basis of a three hundred sixty-five (365) day year and the actual number of days elapsed to the Closing Date or the actual number of days in the month in which the Closing occurs and the actual number of days elapsed in such month to the Closing Date, as applicable:

(i) Such other items as are customarily apportioned between sellers and purchasers of real property and improvements located in Los Angeles Buyer, California.

(b) Schedule of Prorations. Seller shall deliver to Buyer and the Title Company a schedule of prorations not later than the date that is five (5) Business Days after the Effective Date, and if acceptable, Buyer shall approve the same prior to the Closing. Non-disputed items shall be prorated at the Closing. Any disputes as to prorations shall not delay the Closing. All disputes concerning prorations shall be resolved outside of escrow, and if not resolved by the Parties within two (2) months after the Closing shall, at the election of either party, be resolved by arbitration in accordance with the rules then prevailing of the American Arbitration Association. Except as otherwise expressly set forth in Section 5(a), all prorations shall be made in accordance with customary practice in Los Angeles Buyer, California. Such prorations, if and to the extent known and agreed upon as of the Closing, shall be paid by Buyer to Seller (if the prorations result in a net credit to the Seller) or by Seller to Buyer (if the prorations result in a net credit to Buyer) by increasing or reducing the cash to be paid by Buyer at the Closing.

(c) Prorations and Apportionments of Taxes. Buyer shall be responsible for the payment of all Taxes and all installments of special assessments that accrue against the Property

beginning on the first day after Closing Date on the basis of a 365-day year. Buyer shall pay all installments of Taxes remaining after closing for the Current Tax Period. For Taxes during the period from and after the Closing Date, Seller will not be responsible for any portion of an increase in real, supplemental or personal property Taxes or assessments resulting from the sale of the Property to Buyer and Buyer shall be solely obligated for payment of the same, if any, and agrees to hold Seller harmless from any liability relating to the same; Buyer acknowledges that any such supplemental taxes may reference the Current Tax Period but will, nonetheless, remain the sole responsibility of Buyer. The phrase "**Current Tax Period**" refers to the fiscal year of the applicable taxing authority in which the Closing occurs. The term "**Tax**" or "**Taxes**" means all ad valorem taxes, fees, levies, or other assessments (general or special) imposed by a governmental authority against or on the Property. Notwithstanding the foregoing, the Parties expressly understand and agree that Seller shall not be responsible or in any way liable for any Taxes, if any, during any period in which Seller owned the Property.

(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 quitclaim deed in the form listed on Exhibit E, attached hereto (the "**Deed**"), conveying the Real Property to Buyer, is recorded in the Official Records of Los Angeles County, California. The Closing shall be conducted through an escrow (the "**Escrow**") with Commonwealth Land Title Insurance Company, Escrow Officer: Grace Kim acting as both escrow agent and title agent, and whose contact information is set forth below (the "**Title Company**"). The Closing Date shall occur on or before 2:00 p.m. (Pacific Time) on the date that is 45 Business Days after the Effective Date, or such other date as Seller and Buyer 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 Buyer into Escrow no later than one (1) Business Day prior to the Closing Date. The Title Company is located at: 4400 MacArthur Blvd., Suite 800 Newport Beach, CA 92660, and the primary contact person is Escrow Officer: Grace Kim.

(b) **Seller's Closing Deliveries.** At or before the Closing (except as otherwise set forth herein), Seller shall execute, acknowledge and/or deliver, as applicable, the following items into Escrow (collectively, the "**Seller's Deliveries**"):

- (i) The Deed, executed and acknowledged by Seller;
- (ii) A California FTB Form 593-C ("**Form 593-C**"), executed by Seller;
- (iii) A California Natural Hazard Disclosure Statement in accordance with California Civil Code Section 1102;
- (iv) A closing statement prepared by the Title Company, reflecting all credits, prorations, apportionments and adjustments contemplated hereunder (the "**Closing Statement**"), executed by Seller; and
- (v) Such evidence of Seller's authority, the owner's affidavit in the form listed on Exhibit F attached hereto and other documents reasonably required by the Title Company.

(c) **Buyer's Closing Deliveries.** At or before Closing, Buyer shall execute, acknowledge and/or deliver, as applicable, the following items into Escrow (collectively, the "**Buyer's Deliveries**"):

- Section 5(a);
- (i) The Purchase Price Balance;
 - (ii) Buyer's share of any prorations and expenses as provided in
 - (iii) The Closing Statement, executed by Buyer;
 - (iv) Such evidence of Buyer's authority and other documents reasonably required by the Title Company; and
 - (v) A Certificate of Acceptance ("**Certificate of Acceptance**"), executed by Buyer.

(d) **Closing Expenses.** At Closing, Buyer shall pay (i) all documentary transfer taxes required to be paid as to the Deed, if any (ii) all costs regarding the satisfaction and discharge of any Seller Liens, (iii) the premium for the CLTA Policy, and (iv) all of the Escrow fees and the recording charges with respect to the Deed, if any. Additionally at Closing, Buyer shall pay (1) the additional premium costs to obtain an ALTA Policy, if requested by Buyer, and any endorsements desired by Buyer, and (2) the cost of any Survey ordered by Buyer. Each party shall be responsible for its own attorney fees (if any). Any Closing expenses not specified herein shall be paid by Buyer.

(e) **Buyer's Conditions Precedent to Closing.** Buyer's obligation to consummate the transaction contemplated by this Agreement is subject to the satisfaction of the following conditions (the "**Buyer Conditions Precedent**"):

(i) The due performance by Seller 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 Seller 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) That at no time on or before the Closing Date shall have occurred a bankruptcy or any other event of dissolution with respect to Seller.

(iii) Seller shall have delivered Seller's Deliveries into Escrow in accordance with Section 6(b) above.

(iv) The Title Company shall unconditionally commit to Buyer at Closing to issue the Title Policy to Buyer pursuant to Section 7(c) herein.

(v) Buyer shall have obtained all approvals required by any Governmental Authority (including Buyer) having jurisdiction over the acquisition of the Property, in compliance with all applicable laws, rules and regulations.

In the event that any of the Buyer Conditions Precedent are not satisfied as of the Closing Date (a) Buyer may waive such contingency by giving written notice thereof to the Title Company and proceed with the Closing (provided, however, Section 6(e)(v) is a nonwaivable Buyer Condition Precedent), 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 Seller or Buyer of their respective obligations under this Agreement, the disposition of the Parties' respective rights and remedies shall be governed by Section 9 below. "**Surviving Obligations**" shall mean, collectively: (x) any indemnities and any other indemnification obligations of Seller to Buyer, or of Buyer to Seller, 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 Buyer or Seller, 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) **Seller's Conditions Precedent to Closing.** Seller's obligation to consummate the transaction contemplated by this Agreement is subject to the satisfaction of the following conditions (the "**Seller Conditions Precedent**"):

(i) The due performance by Buyer 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 Buyer 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) That at no time on or before the Closing Date shall have occurred a bankruptcy or any other event of dissolution with respect to Buyer.

(iii) Buyer shall have delivered Buyer's Deliveries into Escrow in accordance with Section 6(c) above.

In the event that any of the Seller Conditions Precedent are not satisfied as of the Closing Date (a) Seller may waive such contingency by giving written notice thereof to the Title Company and proceed with the Closing, or (b) in the absence of such waiver, this Agreement and the obligations of the Parties hereunder shall terminate (other than the Surviving Obligations), and neither party shall have any further right or obligation hereunder other than the Surviving Obligations; provided, however, if the failure of condition is a result of a default by Seller or Buyer of their respective obligations under this Agreement, the Parties' respective rights and remedies shall be governed by Section 9 below.

(g) **Title Company Actions at Closing.** At Closing, upon the Title Company's receipt of (i) the Purchase Price and applicable prorations and expenses, (ii) the Buyer's Deliveries and the Seller's Deliveries, (iii) the final Closing Statement approved and signed by Buyer and Seller, and (iv) final authorization from each of Seller and Buyer to proceed with Closing, Seller and Buyer hereby instruct the Title Company to:

(i) Prorate all matters referenced in Section 5(a) based upon the Closing Statement delivered to the Title Company and signed by the Parties.

(ii) Disburse from funds deposited by Buyer with the Title Company towards payment of all items chargeable to the account of Buyer pursuant to this Agreement (as reflected in the Closing Statement), including the payment of the Purchase Price and all other amounts required to be paid by Buyer to Seller pursuant to this Agreement, net of any amounts

required to be paid by Seller to Buyer pursuant to this Agreement and the approved Closing Statement, and disburse the balance of such funds, if any, to Buyer.

(iii) Record the Deed, together with the Certificate of Acceptance, and deliver to the Buyer Assessor any off-record transfer tax declaration and/or change of ownership statement that may be required by law.

(iv) Issue the Title Policy to Buyer.

(v) Deliver to Seller: (i) copies of all documents recorded at Closing by the Title Company; and (ii) a certified copy of the approved Closing Statement; and

(vi) Deliver to Buyer: (i) copies of all documents recorded at Closing by the Title Company; (ii) a certified copy of the approved Closing Statement; and (iv) a copy of each of the FIRPTA and Form 593-C.

(h) **Operation of the Property Prior to the Closing Date.** Between the Effective Date and the Closing Date, Seller shall continue to operate and maintain the Property in the usual and ordinary course of business consistent with past practices. Seller shall take no action, and shall not cause any third party to take, any action that would materially alter or affect the condition of the Property. Seller shall not enter into, amend, or terminate any leases, licenses or occupancy agreements without obtaining prior Buyer's written consent, which shall be subject to Buyer's sole and absolute discretion. Seller shall not enter into or amend any contract that is not reasonably necessary for the normal operation of the Property and that cannot be terminated on thirty (30) or fewer days' notice, or waive, compromise or settle any rights of Seller under any contract or other agreement affecting the Property without, in each case, obtaining Buyer's prior written consent, which shall be subject to Buyer's sole and absolute discretion. Seller shall keep in full force and effect all of the existing insurance policies maintained by Seller respecting the Property or policies providing similar coverage to the existing insurance policies.

(i) **Conveyance.** The date on which the Quitclaim Deed for the Property is recorded shall be referred to hereinafter as the "Closing Date." The Quitclaim Deed, duly executed and authorized by County, shall be subject to:

(i.) All non-delinquent taxes, interest, penalties and assessments of record, if any;

(ii.) Covenants, conditions, restrictions, reservations, easements, licenses, rights, and rights-of-way of record, if any;

(iii.) Seller's reservation to itself and exception from the conveyance contemplated herein of all oil, gas, hydrocarbons, or other minerals in and under the Property without the use of the surface or subsurface, to a depth of 500 feet, measured vertically, from the surface of the Property;

(iv.) At no time and under no circumstances shall habitable structures, as that term is defined herein, be constructed on the Property;

(v.) The Property shall be subject to the right in perpetuity of the County of Los Angeles or its assignees for Fire Break Construction as that term is defined herein on portions of the Property;

(vi) At no time shall the Property be used for commercial agricultural purposes, including, but not limited to, development of vineyards, clearing and/or irrigating the land for the purpose of growing crops for sale, or inclusion in a commercial product or use of chemicals for the purpose of promoting the growth of plant life;

(vii.) Any lighting installed upon the Property must use low intensity directional lighting and screening to minimize light spillover and glare onto residential neighborhoods and park lands, thereby preserving to the extent consistent with public safety, a natural night sky. Night lighting of outdoor recreational specialty courts such as tennis courts is expressly prohibited by this language;

(viii.) Except as provided in subsection (b) below, fences higher than six (6) feet shall not be installed on any part of the Property;

(ix.) The Property, along with adjacent property currently owned by Buyer, will be merged and held as one parcel by the Buyer and no portion of the Property will be sold, conveyed, assigned, granted, or bequeathed separately, and Buyer shall execute and record a Covenant and Agreement as listed in Exhibit G;

(x.) The use of any portion of the Property for the purposes of Transfer Development Credit, or for any purpose associated with allowing the increased development of other property located in California, is expressly prohibited;

(xi.) In the event that the County of Los Angeles determines that the owner in possession is not complying with these restrictions, then all right title and interest in and to the Property shall revert back to the County of Los Angeles upon providing a 30 day notice to the record owner of the Property of its failure to comply with these restrictions and without any necessity of any other affirmative action on the part of the County of Los Angeles;

(xii.) In accordance with the California Surplus Land Act, if ten (10) or more residential units are developed on the Property, not less than 15% of the total number of residential units developed on the Property shall be sold or rented at affordable housing cost.

(xiii.) For purposes of both this Agreement and the related Quitclaim Deed, the following terms shall have the following definitions:

Habitable Structure: is defined as any enclosed structure having any type of plumbing fixtures or food preparation area, including but not limited to: (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves or other equipment for the purpose of preparing food, and (2) bathroom facilities including toilets, sinks, tubs and showers.

Fire Break Construction: is defined as construction of walls of varying height and width using any type of fire-resistant building materials. Construction of such walls will be within 5 feet of the nearest property line of the Property.

(7) Title Policy; Permitted Exceptions.

(a) A condition precedent to Buyer's obligation to purchase the Property shall be the willingness of the Title Company to issue to Buyer at the Closing, a standard CLTA owners policy of title insurance ("**CLTA Policy**"), or equivalent form acceptable to Buyer, in the face amount of the Purchase Price and dated as of the date the Deed is recorded, indicating title to the Property to be vested of record in Buyer, subject solely to the Permitted Exceptions (as defined herein), and containing endorsements and additional coverages as reasonably requested by Buyer; provided, however, Buyer may elect to obtain from the Title Company an ALTA extended coverage owner's policy of title insurance insuring fee title to the Property vested in Buyer (an "**ALTA Policy**"), subject only to the Permitted Exceptions. The selected policy (whether it be a CLTA Policy or an ALTA Policy) shall be referred to herein as the "**Title Policy**," and the issuance of the Title Policy shall be a condition to the Closing for the benefit of Buyer. "**Permitted Exceptions**" shall mean: the specific exceptions listed in Schedule 7(b) attached hereto and such other title and survey exceptions as Buyer has approved or may approve in writing, in Buyer's sole discretion; and any exceptions caused by Buyer, its agents, representatives or employees; provided, however, that the "Permitted Exceptions" shall in no event include any existing mortgage liens, mechanics liens or other monetary liens created or assumed by Seller against the Property (collectively, "**Seller Liens**").

(b) In the event that Buyer elects to obtain an ALTA Policy, Buyer shall pay the difference in cost between a CLTA Policy and an ALTA Policy and the cost of the Survey. Buyer shall pay the cost of any endorsements to the CLTA Policy or ALTA Policy that Buyer may elect to obtain.

(8) Representations, Warranties, Covenants and Acknowledgments.

(a) **Seller Representations and Warranties.** Seller represents and warrants to Buyer, as of the Effective Date and again as of the Closing Date, as follows:

(i) Seller is the sole owner of the entire right, title and interest in and to the Property.

(ii) Seller is a body corporate and politic.

(iii) Seller has the full power and authority to enter into and comply with the terms of this Agreement and has, or at Closing will have, obtained all necessary consents and approvals required for Seller to enter into and consummate the transaction described in this Agreement. The individual(s) signing this Agreement on behalf of Seller is or are authorized to execute this Agreement and bind Seller to its terms and conditions.

(iv) This Agreement, and all instruments referenced herein to be executed by Seller in connection with the transaction described in this Agreement, are or at the time of Closing will be, duly authorized, executed and delivered by Seller, and are, or at Closing will be, legal, valid and binding obligations of Seller and do not, and at the time of Closing will not, violate any provisions of any agreement or judicial order to which Seller is a party or to which Seller is subject.

(v) The execution and delivery of this Agreement, and consummation of the transaction described in this Agreement do not, and at Closing will not constitute a default under any contract or agreement to which Seller is a party.

(vi) The acts of Seller's Board of Supervisors, directors, members, managers, officers, employees, agents, attorneys, affiliates, lenders, consultants and contractors who sign this Agreement, and all instruments referenced herein to be executed by Seller in connection with the transaction described in this Agreement, or perform any obligation of Seller hereunder or thereunder, and the transactions contemplated hereby and thereby, have been duly authorized by all requisite action on the part of Seller.

(vii) Seller has obtained, or will obtain before Closing, all required consents, releases, and permissions, and has complied with or will comply with all material statutes, laws, ordinances, and regulations of any kind or nature, in order to effectively vest in Buyer good and indefeasible title to the Property.

(viii) There are no pending or, to Seller's actual knowledge, threatened legal actions or arbitrations or reference proceedings at law or in equity, against Seller or affecting the Property.

(ix) To Seller's actual knowledge, all laws, ordinances, rules, and regulations (including, but not limited to, those relating to flood control, zoning, building, fire, health, and safety) of any government or any agency, body, or subdivision thereof, bearing on the construction, operation, ownership, or use of the Real Property, have been complied with by Seller and, except as disclosed in the Due Diligence Materials, Seller has not received any written notice from any Governmental Authority that the Property or any condition existing thereon or any present use thereof currently violates any law or regulations applicable to the Property, including, without limitation, environmental statutes, ordinances or regulations governing hazardous substances, and to Seller's actual knowledge, no such violations exist.

(x) Seller has not received any notice that Seller 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 Property.

(xi) The rent roll, if any, attached hereto as Exhibit C and the rent roll delivered at the Closing each are true, correct and complete in all material respects as of the respective dates thereof. There are no other leases, license agreements, or other agreements for the occupancy of the Property, except those to the tenants listed on the rent roll. The Leases made available to Buyer pursuant to this Agreement are true, correct and complete in all material respects. Neither Seller nor, to Seller's actual knowledge, any tenant under a Lease, is in default in its obligations under a Lease. To Seller's actual knowledge: (1) no rent has been paid by any tenant more than one month in advance, (2) except as set forth on one of the aforementioned rent rolls, there are no concessions, bonuses, free month's rental, rebates or other matters affecting the future rent under any Lease, and (3) there are no outstanding notices to quit or other eviction proceedings with respect to any tenant under a Lease. No finder's fee or other compensation will be due or payable with respect to any of the leases after the Closing. No commitments have been made to any tenant for repairs or improvements, other than a general landlord requirement for normal maintenance in the future.

(xii) Except for the Contracts, and any information disclosed to Buyer in writing prior to the expiration of the Due Diligence Period, there are no service or maintenance agreements affecting the Real Property

(xiii) Except as disclosed in the Due Diligence Materials, there are no other agreements for the sale, exchange, or transfer of the Property, or any portion thereof, or the business operated thereon.

(xiv) Seller has not received written notice from any Governmental Authority of any pending condemnation action against any of the Real Property.

(xv) To Seller's actual knowledge, there are no Hazardous Substances present at, on, in, under or about the Real Property (including, without limitation, the air, land, soil, surface water, and ground water); there has not been any generation, transportation, storage, treatment, or disposal of any Hazardous Substance at, the Real Property, or within one-half mile thereof, or any migration of Hazardous Substances to or from the Real Property, now or in the past; there is no pending or threatened litigation in which any person or entity alleges, or threatens to allege, the presence, release, threat of release, placement at, on, in, under or about, or migration from or to, the Real Property, or the generation, transportation, storage, treatment, or disposal on the Real Property, of any Hazardous Substance; Seller has not received any notice of and, to Seller's actual knowledge, no Governmental Authority or any employee or agent thereof has determined or alleged, or is investigating the possibility, that there is the presence, release, threat of release, placement at, on, in, under or about, the Real Property, or the generation, transportation, storage, treatment, or disposal on the Real Property, of any Hazardous Substance; to Seller's actual knowledge, there are no communications or agreements with any Governmental Authority or agency (federal, state, or local) or any private person or entity (including, without limitation, any prior owner of the Real Property or any present or former occupant of the Real Property) relating in any way to the presence, release, threat of release, placement at, on, in, under or about, or migration from or to, the Real Property, or the generation, transportation, storage, treatment, or disposal at, on, in, under or about, the Real Property, of any Hazardous Substance.

"Environmental Law" means any present and future federal, state and local laws, statutes, ordinances, rules, regulations and the like, as well as common law, relating to the safety, welfare and protection of human health or the environment or any natural resource, relating to any Hazardous Substances, relating to liability for or costs of other actual or threatened danger to the safety, welfare or human health or the environment or any natural resource and includes, but is not limited to, the following statutes, as amended, any successor thereto, and any regulations adopted and publications promulgated pursuant thereto, and any state or local statutes, ordinances, rules, regulations and the like addressing similar issues: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (as amended, including, but not limited to, the Superfund Amendments and Reauthorization Act of 1986, "**CERCLA**"), 42 U.S.C. §9601 et seq; the Emergency Planning and Community Right-to-Know Act of 1986; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §1801 et seq; the Resource Conservation and Recovery Act, as amended (including, but not limited to, Subtitle I relating to underground storage tanks), 42 U.S.C. §6901 et seq; the Solid Waste Disposal Act; the Clean Water Act; the Clean Air Act; the Toxic Substances Control Act; the Safe Drinking Water Act; the Occupational Safety and Health Act of 1970, 29 U.S.C. Section 651 et seq.; the California Hazardous Waste Control Law, California Health and Safety Code Section 25100 et seq.; the Hazardous Substance Account Act, California Health & Safety Code Section 25300 et seq.; the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code

Section 25249.5 et seq.; the Porter-Cologne Water Quality Control Act, California Water Code Section 13000 et seq.; the California Air Resources Law, California Health and Safety Code Section 39000 et seq.; the Federal Water Pollution Control Act; the Federal Insecticide, Fungicide and Rodenticide Act; the Endangered Species Act; the National Environmental Policy Act; and the River and Harbors Appropriation Act. The term "**Environmental Law**" also includes, but is not limited to, any present and future federal, state and local laws, statutes ordinances, rules, regulations and the like, as well as common law conditioning transfer of property upon a negative declaration or other approval of a Governmental Authority of the environmental condition of the Property; requiring notification or disclosure of Releases of Hazardous Substances or other environmental condition of the Property to any Governmental Authority or other Person, whether or not in connection with transfer of title to or interest in property; imposing conditions or requirements in connection with permits or other authorization for lawful activity; relating to nuisance, trespass or other causes of action related to the Property; and relating to wrongful death, personal injury, or property or other damage in connection with any physical condition or use of the Property.

"Hazardous Substances" shall mean all chemicals materials, substances, or items in any form, whether solid, liquid, gaseous, semisolid, or any combination thereof, whether waste materials, raw materials, chemicals, finished products, by-products, or any other materials or articles, that because of the physical, chemical, or other characteristics may pose a risk of endangering human health or safety or of degrading the environment and are regulated under any Environmental Law, including not limited to: petroleum and petroleum products, asbestos and asbestos-containing materials, polychlorinated biphenyls, lead, lead based paint, radon, radioactive materials, mold, flammables and explosives, infectious substances or any other substances or materials now or hereafter regulated by any Environmental Law.

(xvi) By providing copies of the Due Diligence Materials to Buyer, Seller has provided or made available to Buyer all due diligence materials that materially affect the Property and that were in Seller's possession or control, including but not limited to all soils reports, reports pertaining to hazardous materials or other environmental conditions, government permits, licenses, approvals and significant correspondence with any Governmental Authority, architectural and civil or structural engineering documents, and other studies, reports and information that relate to the Property.

(xvii) Seller is not a foreign person and is a "United States Person" as that term is defined in §7701(a)(30) of the Internal Revenue Code of 1986, as amended.

(xviii) "As Is" Purchase. Subject to the approval or waiver of Due Diligence in section 4(d), Seller's preclosing obligations under section 4(a) and (b), the closing conditions in Article 6, and as a material inducement to Seller's execution and delivery of this Agreement and performance of its duties under this Agreement: EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, BUYER HAS AGREED TO ACCEPT POSSESSION OF THE PROPERTY ON THE CLOSING DATE ON AN "AS IS" BASIS. SELLER AND BUYER AGREE THAT THE PROPERTY WILL BE SOLD "AS IS, WHERE IS, WITH ALL FAULTS" WITH NO RIGHT OF SET-OFF OR REDUCTION IN THE PURCHASE PRICE, AND, EXCEPT AS SET FORTH IN SECTION 8 OF THIS AGREEMENT, SUCH SALE 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 SELLER DISCLAIMS AND RENOUNCES ANY SUCH REPRESENTATION OR WARRANTY.

(xix) Release. Effective from and after the Closing, Buyer hereby waives, releases, acquits, and forever discharges Seller, and Seller'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 Property (including without limitation the Condition of the Property), except matters arising from Seller's fraud or intentional misrepresentation. Buyer expressly waives its rights granted under the provisions of any law that provides that a general release does not extend to claims that buyer 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 seller 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.

Seller and Buyer have each initialed this section 8(a)(xix) to further indicate their awareness and acceptance of each and every provision of this Agreement. The provisions of this section 8(a)(xix) will survive the Closing.

Seller's Initials: _____

Buyer's Initials: 

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

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

(i) Buyer is a duly formed and validly existing trust organized and in good standing under the laws of the State of California, and administered in the State of California.

(ii) Buyer has the full power and authority to enter into and comply with the terms of this Agreement and has, or at Closing will have, obtained all necessary consents and approvals required for Buyer to enter into and consummate the transaction described in this Agreement.

(iii) This Agreement, and all instruments referenced herein to be executed by Buyer in connection with the transaction described in this Agreement, are, or at the time of Closing will be, duly authorized, executed and delivered by Buyer, and are, or at Closing will be, legal, valid and binding obligations of Buyer and do not, and at the time of Closing will not, violate any provisions of any agreement or judicial order to which Buyer is a party or to which Buyer is subject.

(iv) The execution and delivery of this Agreement, and consummation of the transaction described in this Agreement, will not, to Buyer's actual knowledge, constitute a default under any contract or agreement to which Buyer is a party.

(v) Neither Buyer nor its partners, members, officers, directors, investors, or shareholders, nor any of their respective affiliates, is in violation of any federal or state anti-money laundering and anti-terrorism laws.

(vi) Neither Buyer nor its partners, members, officers, directors, investors, or shareholders, nor any of their respective affiliates, is acting, directly or indirectly, on behalf of terrorists, terrorist organizations, or narcotics traffickers, including those persons or entities designated as a Specially Designated National pursuant to Executive Order 13224 of the President of the United States, dated September 23, 2001 (Executive Order), as amended, or that appear on the Annex to the Executive Order, or are included on any relevant lists maintained by the Office of Foreign Assets Control of U.S. Department of Treasury, U.S. Department of State, or other U.S. government agencies, all as may be amended from time to time (Government List). Neither Buyer nor its partners, members, officers, directors, investors, or shareholders, nor any of their respective affiliates, in any capacity in connection with the purchase of Property (a) conducts any business or engages in making or receiving any contribution of funds, goods, or services to or for the benefit of any person included in a Government List, (b) deals in, or otherwise engages in any transaction relating to, the Property or interests in property blocked pursuant to the Executive Order, or (c) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any anti-money-laundering and anti-terrorism laws.

(vii) Neither Buyer, nor any person controlling or controlled by Buyer, is a country, territory, individual, or entity named on a Government List, and, to Buyer's actual knowledge, the monies used in connection with this Agreement and amounts committed with respect to this Agreement were not and are not derived from any activities that contravene any applicable anti-money-laundering or anti-bribery laws and regulations (including funds being derived from any person, entity, country, or territory on a Government List or engaged in any unlawful activity defined under 18 USC §1956(c)(7)).

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

Except for the representations and warranties of Buyer set forth in Sections 8(b)(i), 8(b)(ii) and 8(b)(iii), which shall survive indefinitely, the representations and warranties of Buyer set forth in this Section 8(b) shall survive the Closing.

(c) **Re-made on Closing Date.** The representations and warranties of Seller and Buyer 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).

(9) Rights and Remedies Upon Default.

(a) **Seller's Remedies Upon Default of Buyer.** If the Closing does not occur because of a default under or breach of this Agreement on the part of Buyer, Seller 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, Seller shall have all rights and remedies at law or in equity, including, without limitation, the right to seek damages (including for any punitive, speculative, consequential, or special damages), or (ii) pursue the remedy of specific performance of Buyer's obligations to proceed to Closing under Section 6. Buyer acknowledges the unique and special character of the Property and its utility to Seller and agrees that specific performance is an appropriate remedy for Buyer's default under this Agreement. The foregoing options are mutually exclusive and are the exclusive rights and remedies available to Seller at law or in equity in the event the sale of the Property is not consummated because of Buyer's default under or breach of this Agreement..

(b) **Buyer's Remedies Upon Default of Seller.** If the Closing does not occur because of a default under or breach of this Agreement on the part of Seller, Buyer 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, Buyer 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).

(10) Risk of Loss; Eminent Domain.

(a) **Damage.** Buyer and Seller each waive the provisions of any applicable law (including, without limitation, the Uniform Vendor and Purchaser Risk Act, as enacted in California (Cal. Civil Code § 1662)) that would render this Agreement unenforceable, or provide for any reduction in, or credit toward, the Purchase Price, in the event any of the Property is damaged or destroyed prior to the Closing.

(i) In the event that this Agreement is terminated in accordance with this Section 10(a), then this Agreement and the obligations of the Parties hereunder shall terminate (other than the Surviving Obligations), and neither party shall have any further right or obligation hereunder other than the Surviving Obligations.

(b) **Taking.** If prior to the Closing, all or any significant portion of the Property is subject to a taking by any public authority, Buyer has the right, exercisable by giving written notice to Seller within twenty (20) Business Days after receiving written notice of such taking (but in any event no later than one (1) Business Day prior to the Closing), at Buyer's sole and absolute discretion, either to (i) terminate this Agreement, in which case neither Party shall have any further rights or obligations under this Agreement, except for the Surviving Obligations, or (ii) proceed to consummate the transaction provided for by this Agreement, in which event Seller shall assign and turn over, and Buyer shall be entitled to receive and keep, any and all awards made or to be made in connection with the condemnation or eminent domain, and this Agreement shall remain in effect without any reduction in the Purchase Price. A failure by Buyer to notify Seller in writing within such ten (10) Business Day period shall be deemed Buyer's election to proceed under clause (i) above, and this Agreement and the obligations of the Parties hereunder shall terminate (other than the Surviving Obligations), and neither party shall have any further right or obligation

hereunder other than the Surviving Obligations. If Buyer elects to proceed under clause (ii) above, Seller shall not compromise, settle or adjust any claims to such award without Buyer's prior written consent. As used in this Section 10, "**taking**" means any transfer of the Property or any portion thereof to a Governmental Authority or other party (other than a Party) with appropriate authority, by exercise of the power of eminent domain. Seller shall give Buyer written notice of any taking, threatened taking (provided in writing), damage or destruction of the Property promptly after Seller obtains knowledge thereof.

(11) **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.

(12) **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.

(13) **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 Buyer and Seller hereunder.

(14) **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.

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

(16) **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.

(17) **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.

(18) **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.

(19) **Broker.** 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 19 shall survive the Closing.

(20) **Assignment**. This Agreement shall not be assigned by Buyer without the prior written consent of Seller. Notwithstanding the foregoing, Buyer may assign this Agreement to an affiliate of Buyer without Seller's consent. Any permitted assignee shall succeed to all of Buyer's rights and remedies hereunder and no such assignment shall relieve Buyer from its liability under this Agreement.

(21) **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 Seller and Buyer 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.

(22) **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.

(23) **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.

(24) **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.

(25) **Acceptance of the Deed**. The delivery by Seller of the Deed into Escrow, and the recording thereof by the Title 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 Seller and Buyer, 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 25 shall survive the Closing.

(26) **Notices**. All notices, elections, consents, approvals, demands, objections, requests or other communications which Seller or Buyer 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) personal delivery, (b) registered or certified mail, return receipt requested, with postage prepaid, or (c) 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 personally delivered or 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. Seller or Buyer 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 26.

To Seller: County of Los Angeles
Chief Executive Office
Real Estate Division
555 W. Fifth Street, 36th Floor
Los Angeles, CA 90013
Attn: Joyce Chang, Senior Manager

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

To Buyer: William J. Buerge Trust dated April 29, 2021
20421 Callon Drive
Topanga, CA 90290
Attn: William J. Buerge, Trustee

(27) 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.

(28) Rights of the Title Company. If there is any dispute as to whether the Title 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 Title Company shall not be obligated to make any delivery, but, in such event, may hold same until receipt by the Title 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 Title 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 Title 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 Title 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 Title Company places any Escrowed Property in the registry of the governing court in and for Los Angeles Buyer, California and files an action of, interpleader, naming the Parties, the Title 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 Title Company, the Title Company shall become a party to any controversy or litigation with respect to the Escrowed Property or any other matter respecting this Agreement, Seller and Buyer shall jointly and severally hold the Title Company harmless from any damages or losses incurred by the Title Company by reason of or in connection with such controversy or litigation. The provisions of this Section 28 shall survive the Closing or termination of this Agreement.

(29) Solicitation of Consideration. It is improper for any Seller officer, employee or agent to solicit consideration in any form from Buyer with the implication, suggestion or statement that Buyer's provision of the consideration may secure more favorable treatment for Buyer in the award of this Agreement or that Buyer's failure to provide such consideration may negatively affect the Seller's consideration of the Buyer's offer to sell the Property. Buyer shall not offer or give, either directly or through an intermediary, consideration in any form to a Seller officer, employee or agent who has had any involvement in the negotiation, consummation or administration/management of this Agreement. Buyer shall immediately report any attempt by a Seller officer, employee or agent to solicit such improper consideration. The report shall be made either to the Seller Manager charged with the supervision of the employee or to the Seller Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such solicitation may result in the Buyer's submission being eliminated from consideration.

(30) 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 Seller and Buyer have fully executed and delivered this Agreement.

[Signatures on following page(s)]

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed and delivered, as of the Effective Date.

"Seller"

COUNTY OF LOS ANGELES,
a body corporate and politic

JOSEPH M. NICCHITTA
Interim Chief Executive Officer

By: _____
Name: John T. Cooke
Title: Assistant Chief Executive Officer


ATTEST:

DEAN C. LOGAN
Registrar-Recorder/County Clerk

By: _____
Deputy

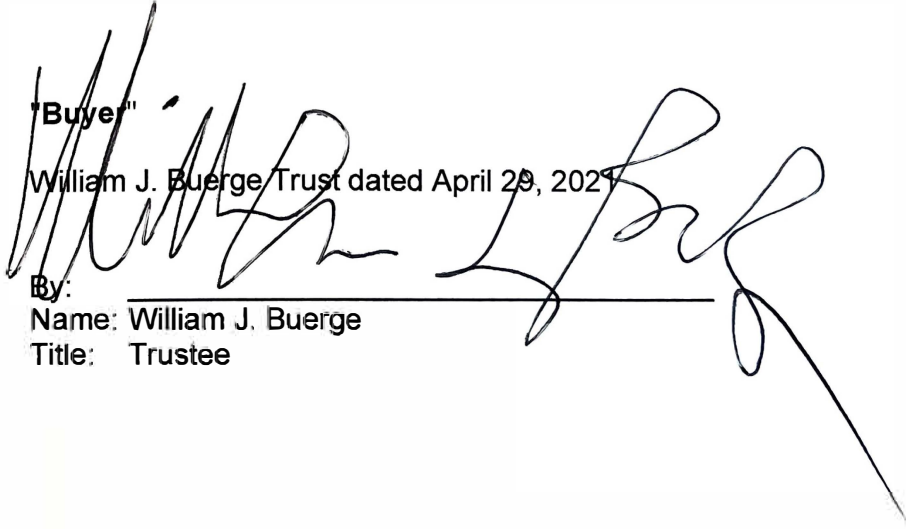
APPROVED AS TO FORM:

DAWYN R. HARRISON
Acting County Counsel

By:  _____
Amy Cooper, Deputy

"Buyer"

William J. Buerge Trust dated April 29, 2021

By:  _____
Name: William J. Buerge
Title: Trustee

ACCEPTANCE BY TITLE COMPANY

The undersigned hereby accepts the duties of the Title Company, as escrow agent and as title agent, under that certain Agreement of Purchase and Sale between _____, as Seller, and the County of Los Angeles, as Buyer, dated _____, 20__, and relating to the property located at _____, Los Angeles, 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

Exhibit A

LEGAL DESCRIPTION OF THE LAND

APN: 4442-018-908

L S 20-43 LOTS 303 THRU 307 AND 312 THRU 315

To be further defined prior to or at the opening of escrow

Exhibit B

Contracts

None

Exhibit C

Leases

None

Exhibit D

Due Diligence Materials

None

Exhibit E

QUITCLAIM DEED

WHEN RECORDED
MAIL THIS DOCUMENT TO:

William J. Buerge Trust
dated April 29, 2021
20421 Callon Drive
Topanga, CA 90290
Attn: William J. Buerge, Trustee

Space Above This Line Reserved for Recorder's Use

Assessor's Identification Number:
4442-018-908

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

QUITCLAIM DEED

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **COUNTY OF LOS ANGELES**, a body corporate and politic (Grantor or County), does hereby remise, release, and forever quitclaims to:

the **William J. Buerge Trust dated April 29, 2021** (Grantee),

all of the Grantor's right, title, and interest in and to the real property (Property), "as-is," "where-is", with all faults and no representation or warranties of any kind whatsoever, express or implied, as to the condition, use, or suitability of Grantee's intended use of the Property, reserving and excepting to the County the following:

a. all oil, gas, hydrocarbons, and other minerals in and under the Property without the right to the use of the surface or subsurface (except as otherwise provided herein) to a depth of 500 feet, measured vertically from the surface of the Property.

The Property is located in the Unincorporated Topanga Canyon area, County of Los Angeles, State of California, described in Exhibit A attached hereto and incorporated herein by this reference as though set forth in full.

SUBJECT TO AND GRANTEE TO ASSUME:

- a. All taxes, interest, penalties and assessments of record, if any.
- b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- c. Any other encumbrance or interest in the Property, recorded or unrecorded, if any.
- d. The condition that no habitable structures, as that term is defined herein, shall be constructed on the Property at any time or under any circumstances.
- e. The condition that the Property shall be subject, in perpetuity, to the right of the County of Los Angeles or its assignees for Fire Break Construction, as that term is defined herein, on portions of the Property.
- f. The condition that the Property shall not be used for commercial agricultural purposes, including, but not limited to, development of vineyards, clearing and/or irrigating the land for the purpose of growing crops for sale, or inclusion in a commercial product or use of chemicals for the purpose of promoting the growth of plant life at any time or under any circumstances.;
- g. The condition that any lighting installed upon the Property must use low intensity directional lighting and screening to minimize light spillover and glare onto residential neighborhoods and park lands, thereby preserving to the extent consistent with public safety, a natural night sky. Night lighting of outdoor recreational specialty courts such as tennis courts is expressly prohibited by this language.
- h. The condition that, fences higher than six (6) feet shall not be installed on any part of the Property, except for those defined below.
- i. The condition that the Property, along with adjacent property currently owned by Buyer, shall be merged and held as one parcel by the Buyer, and no portion of the Property shall be sold, conveyed, assigned, granted, or bequeathed separately, and Buyer shall execute and record a Covenant and Agreement;
- j. The use of any portion of the Property for the purposes of Transfer Development Credit, or for any purpose associated with allowing the increased development of other property located in California, is expressly prohibited;
- k. In accordance with the California Surplus Land Act, if ten (10) or more residential units are developed on the Property, not less than 15% of the total number of

residential units developed on the Property shall be sold or rented at affordable housing cost.

I. In the event, after notice and a fair opportunity for Grantee to remedy the alleged violations, the County determines that the owner in possession is not complying with these restrictions and conditions, then the Grantee shall execute a grant deed, and all right title and interest in and to the Property shall revert back to the County upon providing a thirty day (30) notice to the record owner in possession of its failure to comply with these restrictions and without any necessity of any other affirmative action on the part of the County.

DEFINITIONS

For purposes of this Quitclaim Deed, the following terms shall have the following definitions:

"Habitable Structure" is defined as any enclosed structure having any type of plumbing fixtures or food preparation area, including but not limited to: (1) kitchen facilities such as sinks, dishwashers, refrigerators, microwaves or other equipment for the purpose of preparing food, and (2) bathroom facilities including toilets, sinks, tubs and showers.

"Fire Break Construction" is defined as construction of walls of varying height and width using any type of fire-resistant building materials. Construction of such walls will be within 5 feet of the nearest property line of the Property.

COUNTY OF LOS ANGELES,
a body corporate and politic

JOSEPH M. NICCHITTA
Interim Chief Executive Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Name: John T. Cooke
Title: Assistant Chief Executive Officer

By _____
Amy Cooper, Deputy

Exhibit A (to Quitclaim Deed)

LEGAL DESCRIPTION OF THE PROPERTY

APN: 4442-018-908

L S 20-43 LOTS 303 THRU 307 AND 312 THRU 315

To be further legally described prior to or at the opening of escrow

EXHIBIT F

Form of Owner's Affidavit

Los Angeles, California

Order/File No. _____

That certain real property described on Exhibit "A" attached hereto (the "**Land**")

The undersigned (hereafter "**Owner**") does hereby state that the following facts and statements are true and correct to its actual knowledge:

1. That the person executing this Affidavit is fully authorized and qualified to make this Affidavit on Owner's behalf.

2. That during the period of one hundred eighty (180) days immediately preceding the date of this Affidavit, neither Owner nor its agents has caused any work to be done or any materials to be furnished in connection with the erection, repair, or removal of any building or other structure on the Land or in connection with the improvement of the Land, which has not been paid for in full prior to the close of escrow.

3. The following are all of the persons or entities having leases or other occupancy rights affecting the Land or are tenants under leases with rights of possession only: NONE.

4. The undersigned has not entered into any unrecorded sale contracts, deeds, mortgages, rights of first refusal or purchase options affecting the Land or improvements thereon, which are presently in effect and will survive the transfer to the County of Los Angeles, a body corporate and politic ("**Buyer**"), except as set forth in that certain preliminary title report _____ (with an effective date of _____, 20____) (the "**Title Commitment**") and the purchase agreement with Buyer.

5. In order to effectuate a New York style closing, Owner will not voluntarily create any defect, lien, encumbrance, adverse claim, or other matter (each a "**Title Defect**") being filed or recorded against the Land between the effective date of the last date down of the Title Commitment and the date of recording of the Quitclaim Deed pursuant to which Buyer acquires the Land (the "**Gap Period**"). In consideration of the Company (as defined below) issuing its policy or policies of title insurance, without an exception on Schedule B thereof for any Title Defect arising or being recorded during the Gap Period, Owner hereby agrees to promptly defend, remove, bond, or otherwise dispose of any Title Defect arising or recorded during the Gap Period, and to indemnify and hold harmless the Company against actual loss or damage, including attorneys' fees, which the Company may sustain under its policy or policies of title insurance by reason of such Title Defect; provided that the liability of Owner under this Section 5 shall cease six (6) weeks after the date of the above described policy or policies of title insurance.

This Affidavit is made with the intention that _____ (the "**Company**") and its policy issuing agents will rely upon it in issuing their title insurance policies and endorsements. Any statement "to the undersigned's knowledge" (or similar phrase) shall mean the present actual knowledge (excluding constructive, implied or imputed knowledge) of [_____], who is familiar with the facts and circumstances regarding the undersigned's use and possession of the Land (but such individual shall not have any liability in connection herewith). Notwithstanding anything to the contrary herein, any cause of action for a breach of this Affidavit shall survive, until

any obligations under a title policy issued by the Company in reliance of this Affidavit have terminated pursuant to the terms of such policies at which time this Affidavit shall terminate; provided, however, that in no event shall Owner be liable under this Affidavit for any loss or damage arising out of any actions taken by, or at the direction of Buyer or any of Buyer's affiliates, agents, invitees or licensees.

[Signature Page Immediately Follows]

Owner declares under penalty of perjury that the foregoing is true and correct to its actual knowledge.

Dated this ____ day of _____, 20 ____.

"Owner":

COUNTY OF LOS ANGELES,
a body corporate and politic

JOSEPH M. NICCHITTA
Interim Chief Executive Officer

By: _____
Name: John T. Cooke
Title: Assistant Chief Executive Officer

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 _____, 20__ before me, _____
(insert name and title of the officer),

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.

Signature: _____

[Seal]

EXHIBIT "A" TO OWNER'S AFFIDAVIT

Description of Land

APN: 4442-018-908

L S 20-43 LOTS 303 THRU 307 AND 312 THRU 315

To be further defined prior to or at the opening of escrow

Exhibit G

RECORDING REQUESTED BY & MAIL TO

County of Los Angeles	*
Chief Executive Office	*
Real Estate Division	*
555 W. Fifth St., 36th Floor	*
Los Angeles, CA 90013	*
Attn: Joyce Chang, Senior Manager	*

SPACE ABOVE THIS LINE FOR RECORDER'S USE

COVENANT AND AGREEMENT TO HOLD PROPERTY AS ONE PARCEL

The undersigned hereby certify that they are the owner of the real property described below located in the unincorporated Topanga Canyon area of the County of Los Angeles, State of California that is legally described as follows:

Parcel A:

APN: 4442-018-908

L S 20-43 LOTS 303 THRU 307 AND 312 THRU 315

To be further legally described prior to or at the opening of escrow

Parcel B:

Buyer's Property:

APNs: 4442-018-032, 033, 4442-018-006, 4442-013-045, and 4442-013-044

To be further legally described prior to or at the opening of escrow

This property is located at and is known by the following address and Assessor Parcel Numbers (APN):

APN: 4442-018-908 and APNs: 4442-018-032, 033, 4442-018-006, 4442-013-045, and 4442-013-044 located at and adjacent to the 1500 block of Penny Road, Topanga Canyon, CA 90290.

I hereby agree and covenant with the County of Los Angeles that the above legally described real property shall be merged and held as one parcel and that no portion of Parcel A or Parcel B will be sold, conveyed, assigned, granted, or bequeathed separately.

This Covenant and Agreement is executed for the purpose of prohibiting the further subdivision of the land described herein.

This Covenant and Agreement shall run with all the above-described land and shall be binding upon myself, and future owners, encumbrancers, their successors, heirs, or assignees and shall continue in effect in perpetuity.

Agreed to:

By: _____
William J. Buerge, Trustee
William J. Buerge Trust dated April 29, 2021

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 _____, 20__ before me, _____
(insert name and title of the officer),

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.

Signature: _____

[Seal]

ENCLOSURE D

DATE POSTED - _____

NOTICE OF PREPARATION OF NEGATIVE DECLARATION

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

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

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

<u>Staff Person</u>	<u>Telephone</u>
Chris Kurzon	(213) 974-4156
3. Date Information Form Submitted - April 10, 2006
4. Agency Requiring Information Form - Los Angeles County
Chief Administration
5. Name of Proposal, if Applicable - Topanga Land Sales
6. Address of Facility Involved - Hillside Drive West, 900 Block of Fernwood Pacific Drive, and in the vicinity of Cheney Drive and Callon Drive Topanga, CA 90290.

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

Si necesita información en español, favor de comunicarse con el agente designado, para asistirle en obtener una traducción. Carlos Brea (213) 974-4200.

(neg)
4/7/03

ORIGINAL FILED

APR 10 2006

LOS ANGELES, COUNTY CLERK

NEGATIVE DECLARATION

I. Location and Description of the Project

The proposed project is for the County of Los Angeles to sell 21 parcels of land comprising 35 acres (Properties) located in Topanga, California. The Properties are located in the 3rd Supervisorial District approximately 29 miles northwest of the Los Angeles Civic Center.

II. Finding of No Significant Effect

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

III. Mitigation Measures

Mitigation measures for this project are discussed in Section V of the attached initial study.

County of Los Angeles

Sale of Surplus County Property CEQA Initial Study

1. Project title:

Sale of Surplus County Property

2. Lead agency:

County of Los Angeles
Chief Administrative Office
222 S. Hill St.
Los Angeles, CA 90012

3. Contact person:

Chris Kurzon
Principal Real Property Agent
(213) 974-4156

4. Project location:

The project is located in the 3rd Supervisorial District approximately 29 miles west of the Los Angeles Civic Center, in the unincorporated territory of Topanga, CA. It is located within the area of Hillside Drive West, the 900 Block of Fernwood Pacific Drive, and in the vicinity of Cheney Drive and Callon Drive, Topanga, CA. 90290

5. General plan designation:

The project is located within areas designated by the 2006 LA County General Plan as residential and is consistent with the land use objectives set forth in the Topanga Canyon Community Standards District, Malibu Land Use Plan, North Area Community Standards District, and Santa Monica Mountains North Area Plan.

6. Zoning:

This project is located within areas designated by the 2006 LA County General Plan and Department of Regional Planning as residential. The principal land use category is residential although land uses other than strictly residential are allowed.

7. Project Description:

The proposed project is for the County of Los Angeles to sell 21 parcels of land comprising 35 acres, located in Topanga, CA ("Project"). The project will contain restrictions on development forbidding habitable structures, commercial land uses, agricultural land uses, and specific night lighting to be built, among other restrictions.

8. Surrounding land uses and setting:

The Property is located in an area of primarily residential uses. The site includes approximately 35 acres of land area. The Property is bordered by sparsely developed residential property and is otherwise surrounded by privately owned open space.

9. Other public agencies whose approval is required:

(e.g., permits, financing approval, or participation agreement.) The County of Los Angeles will serve as the lead agency under CEQA. Approval by the Los Angeles County Board of Supervisors will be necessary for the project to proceed.

10. Identification of Environmental Effects:

- A. Refer to Environmental checklist attached hereto and incorporated herein by reference.
- B. The project will not conflict with adopted environmental plans and goals of the Topanga Canyon Community Standards District, Malibu Land Use Plan, North Area Community Standards District, and North Area Plan.
- C. The project will not have a substantial demonstrable negative aesthetic effect on the Properties.
- D. No rare or endangered species of animal or plant or the habitat of the species will be affected by the project. Nor will it interfere substantially with the movement of any resident fish or wildlife species or migratory fish or wildlife species.
- E. The project will not breach published national, state or local standards relating to solid waste or litter control.
- F. The project will not substantially degrade water quality, contaminate water supply, substantially degrade or deplete ground water resources, or interfere substantially with ground water recharge.
- G. There are no known archeological sites existing at the project site.
- H. The proposed project will not induce substantial growth or concentration of population.
- I. The project will not cause a substantial increase to existing traffic. Nor will it affect the carrying capacity of the present street system.
- J. With the exception of the sale of Parcel 14, the project will not displace any persons from the Properties. Inasmuch as the displacement is a result of a trespass on County-owned property, the individual does not qualify for any form of relocation assistance. The removal will be done in accordance with laws governing these situations.
- K. The project will not, permanently, substantially increase the ambient noise levels to adjoining areas. Noise generated by the proposed use does not exceed that previously experienced in the area.
- L. The project will not cause flooding, erosion or siltation.

-
- M. The project will not expose people or structures to major geologic hazards.
 - N. The project will not expand a sewer trunk line. The County's intent is to incorporate into the sale of the parcels deed restrictions limiting the ability to develop. As a result, the expansion of existing utility services is not expected to be a consequence of these sales.
 - O. No substantial increase in energy consumption is anticipated by the project.
 - P. The project will not disrupt or divide the physical arrangement of established community; nor will it conflict with established recreational, educational, religious or scientific uses in the area.
 - Q. No public health or safety hazard or potential public health or safety hazard will be created by this project.
 - R. The project will not violate any ambient air quality standard, contribute substantially to an existing or projected air quality violation, or expose sensitive receptors to substantial pollutant concentrations.

11. Discussions of Ways to Mitigate Significant Effects

The project will be implemented in a manner that is not expected to create any significant effects on the environment. To mitigate any impacts upon the surrounding community the following measures will be instituted.

- A. As a condition to the sale of each parcel, the County will record a restriction prohibiting the development of any portion of the County parcel(s) to be sold for the purpose of constructing a habitable structure.
- B. Buyers of the County parcel(s) will be required to enter into a covenant agreement with the County requiring the Buyer to void any potential for subdivision of the parcel being acquired or the lands that the Buyer currently owns.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

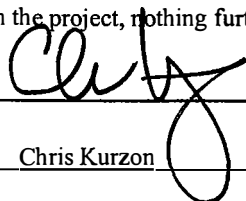
The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- | | | |
|--|---|---|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Agricultural Resources | <input type="checkbox"/> Air Quality |
| <input type="checkbox"/> Biological Resources | <input type="checkbox"/> Cultural Resources | <input type="checkbox"/> Geology/Soils |
| <input type="checkbox"/> Hazards & Hazardous Materials | <input type="checkbox"/> Hydrology/Water Quality | <input type="checkbox"/> Land Use/Planning |
| <input type="checkbox"/> Mineral Resources | <input type="checkbox"/> Noise | <input type="checkbox"/> Population/Housing |
| <input type="checkbox"/> Public Services | <input type="checkbox"/> Recreation | <input type="checkbox"/> Transportation/Traffic |
| <input type="checkbox"/> Utilities/Service Systems | <input type="checkbox"/> Mandatory Findings of Significance | |

DETERMINATION: (To be completed by the Lead Agency)

On the basis of this initial evaluation:

- I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions to the project have been made by or agreed to by the applicant. A MITIGATED NEGATIVE DECLARATION will be prepared.
- I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the project, nothing further is required.

Signature 
 Printed Name Chris Kurzon

Date: April 5, 2006

EVALUATION OF ENVIRONMENTAL IMPACTS:

1. A brief explanation is required for all answers except “No Impact” answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A “No Impact” answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A “No Impact” answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
2. All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
3. Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. “Potentially Significant Impact” is appropriate if there is substantial evidence that an effect may be significant. If there are one or more “Potentially Significant Impact” entries when the determination is made, an EIR is required.
4. “Negative Declaration: Less Than Significant With Mitigation Incorporated” applies where the incorporation of mitigation measures has reduced an effect from “Potentially Significant Impact” to a “Less Than Significant Impact.” The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section XVII, “Earlier Analyses,” may be cross-referenced).
5. Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
 - a) Earlier Analysis Used. Identify and state where they are available for review.
 - b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c) Mitigation Measures. For effects that are “Less than Significant with Mitigation Measures Incorporated,” describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
6. Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
7. Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
8. This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project’s environmental effects in whatever format is selected.
9. The analysis of each issue should identify:
 - a) the significance criteria or threshold, if any, used to evaluate each question; and
 - b) the mitigation measure identified, if any, to reduce the impact to less than significance.

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
--	---------------------------------------	---	-------------------------------------	------------------

1.→AESTHETICS. Would the project:

a. Have a substantial adverse effect on a scenic vista?				X
b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				X
c. Substantially degrade the existing visual character or quality of the site and its surroundings?				X
d. Create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?				X
e. Create a new source of substantial shade or shadow that would adversely affect daytime views in the area?				X

(Source: Project Description, site visit)

The Project consists of the sale of parcels of land that are currently open space and the sales methods proposed will preserve the open space upon completion of the Project. The project will limit construction elements, as outlined in the deed restrictions. The Project will not require any lighting elements and lighting elements installed must use low intensity directional lighting and screening.

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
--	---------------------------------------	---	-------------------------------------	------------------

2→AGRICULTURE RESOURCES. In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project:

a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				X
b. Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
c. Involve other changes in the existing environment that, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?				X

(Source: LA County General Plan, site visit, California Department of Conservation Division of Land Resource Protection)

The Project activities will occur within previously-undeveloped, open space areas and will therefore, not conflict with agricultural uses. The Project site is currently not in use for farming or any other form of agriculture according to California Department of Conservation maps.

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
--	---------------------------------------	---	-------------------------------------	------------------

3. AIR QUALITY. Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:

a. Conflict with or obstruct implementation of the applicable air quality plan?				X
b. Violate any air quality standard or contribute substantially to an existing or projected air quality violation?				X
c. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?				X
d. Expose sensitive receptors to substantial pollutant concentrations?				X
e. Create objectionable odors affecting a substantial number of people?				X

(Source: Project Description, South Coast Air Quality Management District)

The Project is consistent with the South Coast Air Quality Management District and as a result, will not conflict with or obstruct implementation of the SCAQMD. Except for two structures totaling about 1,500 sq. ft. that were illegally built upon the County owned property and are scheduled to be removed, the Project will contain no requirement for construction or demolition in the long-term and therefore, no construction or demolition emissions impacts that significantly affect air quality will occur. The Project will not generate any substantial odors. The Project will not adversely affect any sensitive receptors.

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
--	---------------------------------------	---	-------------------------------------	------------------

4. BIOLOGICAL RESOURCES. Would the project:

a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				X
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?				X
c. Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				X
d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?				X
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				X
f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				X

(Source: Project Description United States Environmental Protection Agency Marine and Coastal Geographic Information, Center for Marine Conservation)

The Project will not have any adverse effects on any species and though the Project area consists of lands that serve as wildlife corridors and habitats, the potential impact on these areas has been mitigated through the imposition of deed restrictions restricting future owners from developing the Project area.

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
--	---------------------------------------	---	-------------------------------------	------------------

5. CULTURAL RESOURCES. Would the project:

a. Cause a substantial adverse change in the significance of a historical resource as defined in CEQA Guidelines Section 15064.5?				X
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to CEQA Guidelines Section 15064.5?				X
c. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?				X
d. Disturb any human remains, including those interred outside of formal cemeteries?				X

(Source: Project Description)

No known historic resources exist within the project area, therefore impacts are expected to be nonexistent. There will be no earthmoving activities to warrant an impact on an archaeological or paleontological resources. The project will not disturb any human remains, including those interred outside of formal cemeteries.

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
--	---------------------------------------	---	-------------------------------------	------------------

6. GEOLOGY AND SOILS. Would the project:

a. Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				X
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.				X
ii) Strong seismic ground shaking?				X
iii) Seismic-related ground failure, including liquefaction?				X
iv) Landslides?				X
b. Result in substantial soil erosion, loss of topsoil, or changes in topography or unstable soil conditions from excavation, grading, or fill?				X
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on-or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?				X
d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?				X
e. Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?				X

(Source: Project Description, California Geological Survey)

According to the Alquist-Priolo Earthquake Fault Zoning Map, no active faults occur at the project site. The site is located in the Santa Monica Mountains. The Santa Monica Mountains are located in the western portion of the Transverse Range geomorphic province. Major faults and fault zones associated with the Transverse Ranges include the San Andreas and San Jacinto faults to the north and east, and the Malibu Coast Fault, Santa Monica Fault, and Raymond Fault. While the effects from these fault activities could range from very mild to severe ground motions, the Project involves the sale of open, vacant land and therefore will not expose people or structures to potential adverse effects resulting from earthquake fault ruptures, seismic ground shaking, liquefaction, or landslides.

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
--	---------------------------------------	---	-------------------------------------	------------------

7. HAZARDS AND HAZARDOUS MATERIALS: Would the project:				
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?				X
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?				X
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				X
d. Be located on a site that is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?				X
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				X
f. For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?				X
g. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				X
h. Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				X

(Source: Project Description, Project Location, US Environmental Protection Agency National Priorities List, California Department of Toxic Substances Control, National Parks Service Santa Monica Mountains National Recreation Area, Southern California Wildlife Hazard Center)

There will be no transportation of hazardous materials involved with the Project. According to the United States Environmental Protection Agency National Priorities List and California Department of Toxic Substances Control, the Project area is not listed as containing a hazardous materials site. The proposed Project would not result in significant hazards or hazardous materials impacts associated with schools, airports, or private airstrips. Although the Project area is comprised of land with a high fire hazard according to the Southern California Wildlife Hazard Center data and maps, the Project does not involve the development of residential structures, therefore it would not expose people or structures to a significant risk of loss, injury, or death from wild land fires, more than currently exists.

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
--	--------------------------------	--	------------------------------	-----------

8. HYDROLOGY AND WATER QUALITY. Would the project:

a. Violate any water quality standards or waste discharge requirements?				X
b. Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?				X
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of stream or river, in a manner that would result in substantial erosion or siltation on- or off-site?				X
d. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or off-site?				X
e. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?				X
f. Otherwise substantially degrade water quality?				X
g. Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				X
h. Place within a 100-year flood hazard area structures that would impede or redirect flood flows?				X
i. Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?				X
j. Inundation by seiche, tsunami, or mudflow?				X

(Source: Project Description, State Water Resource Control Board)

The Project area contains vacant, open space, with some property lines improved with light fencing and masonry walls. The proposed Project will not result in storm water discharges from soil disturbance. Upon completion of Project the land area will remain the same as it has existed historically, and any further housing or structures are not to be developed on the land. The topography of the land will in no way be altered, and water flows and water runoff will maintain their current paths and boundaries upon completion of the Project.

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
--	---------------------------------------	---	-------------------------------------	------------------

9. LAND USE AND PLANNING. Would the project:				
a. Physically divide an established community?				X
b. Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?				X
c. Conflict with any applicable habitat conservation plan or natural community conservation plan?				X
<p><i>(Source: Project Description, LA County General Plan, North Area Plan, Topanga Canyon Community Standards District, Malibu Land Use Plan)</i></p> <p>The Project will maintain the natural condition of the properties and the established communities. These properties are identified as residential pursuant to maps maintained by the Department of Regional Planning. Therefore, the proposed Project is consistent with the land use objectives set forth in the various documents governing land use in the area, including the Topanga Canyon Community Standards District, Malibu Land Use Plan, North Area Community Standards District, and Santa Monica Mountains North Area Plan. Thus, no conflicts with surrounding land uses would occur. The Project would not create any adverse impacts on habitat or natural community conservation plans, nor would it conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect. The Project area is currently County owned, and the Project is consistent with applicable local planning documents and conservation plans and no significant land use impacts would occur.</p>				

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
--	---------------------------------------	---	-------------------------------------	------------------

10. MINERAL RESOURCES. Would the project:

a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X
b. Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				X

(Source: Project Description)

Implementation of the Project does not involve any removal or excavation, and thus would not result in the removal of mineral deposits, if any were to exist. In addition, the proposed Project would not cover or otherwise make inaccessible any unknown resources on-site. No mineral resource impacts would occur.

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
--	---------------------------------------	---	-------------------------------------	------------------

11. NOISE. Would the project result in:				
a. Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?				X
b. Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?				X
c. A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?				X
d. A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?				X
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				X
f. For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				X
<p><i>(Source: Project Description)</i> All the sites within the Project area are located in quiet settings and, with the exception of the proposed demolition of a structure illegally located on County property; no noise will be created during the implementation or completion of the Project.</p>				

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
--	---------------------------------------	---	-------------------------------------	------------------

12. POPULATION AND HOUSING. Would the project:

a. Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?				X
b. Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				X
c. Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				X

(Source: Project Description)

The proposed Project does not include new housing or businesses that may induce growth, nor does it propose the extension of infrastructure that may indirectly induce growth. Except for the demolition of a residential structure illegally built upon the Project area, the nature of the Project will not necessitate the construction or elimination of viable or replacement housing. The Project will prevent growth in the area by prioritizing ownership to current, adjoining property owners and communities, as opposed to private developers.

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
--	---------------------------------------	---	-------------------------------------	------------------

13. PUBLIC SERVICES.				
a. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				X
i) Fire protection?				X
ii) Police protection?				X
iii) Schools?				X
iv) Parks?				X
v) Other public facilities?				X
<p><i>(Source: Project description)</i></p> <p>The property would require police and fire protection, but to no greater degree than is currently required. The nature of the Project will not necessitate the construction of new facilities or increase the demand on public services such as schools, parks, and other facilities since it will not generate new residents. No impacts are expected.</p>				

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
--	---------------------------------------	---	-------------------------------------	------------------

14. RECREATION.

a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				X
b. Does the project include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?				X
c. Would the project affect existing recreational opportunities?				X

(Source: Project Description)

The Project does not increase the use of neighborhood and regional parks nor does the project include recreational facilities. Existing recreational facilities will not be affected by the property sales envisioned as part of the Project.

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
--	---------------------------------------	---	-------------------------------------	------------------

15. TRANSPORTATION/TRAFFIC. Would the project:				
a. Cause an increase in traffic that is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?				X
b. Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?				X
c. Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?				X
d. Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?				X
e. Result in inadequate emergency access?				X
f. Result in inadequate parking capacity?				X
g. Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?				X
<i>(Source: Project Description)</i>				
No traffic will result from these property sales nor will air and road traffic patterns be affected by the Project. Parking capacity will remain the same during and after completion.				

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
--	---------------------------------------	---	-------------------------------------	------------------

16. UTILITIES AND SERVICE SYSTEMS. Would the project:				
a. Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?				X
b. Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X
c. Require or result in the construction of new stormwater drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X
d. Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?				X
e. Result in a determination by the wastewater treatment provider that serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				X
f. Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?				X
g. Comply with federal, state, and local statutes and regulations related to solid waste?				X
<p><i>(Source: Project Description)</i> Upon implementation and completion, the Project would not require any public utilities or services. No new infrastructure (storm drains, water lines, etc.) will be needed and infrastructure capacity will not increase. No new waste will be created, thus this project would not need to comply with federal, state, and local statutes.</p>				

	<i>Potentially Significant Impact</i>	<i>Less Than Significant with Mitigation Incorporated</i>	<i>Less Than Significant Impact</i>	<i>No Impact</i>
--	---------------------------------------	---	-------------------------------------	------------------

17. MANDATORY FINDINGS OF SIGNIFICANCE.

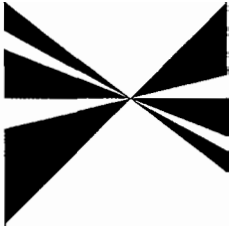
a. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?				X
b. Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?				X
c. Does the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?				X

(Source: Project Description)

The proposed Project will be implemented and completed within vacant, natural areas with the end result of the Project being areas that remain the same physically, naturally, and environmentally, and are prohibited from being developed under deed restrictions. The only changes that the Project will result in are change of owner. The Project will have no impacts of any kind aside from ownership. Since impacts to the environment are nonexistent, there is no need to characterize impacts as individually limited or cumulatively considerable. The Project has no environmental effects of any kind on human beings.

COMMENTS RECEIVED DURING PUBLIC REVIEW PERIOD

SOUTHERN CALIFORNIA



**ASSOCIATION of
GOVERNMENTS**

Main Office

818 West Seventh Street
12th Floor
Los Angeles, California
90017-3435

t (213) 236-1800

f (213) 236-1825

www.scag.ca.gov

Officers: President: Yvonne B. Burke, Los Angeles County • First Vice President: Gary Ovitt, San Bernardino County • Second Vice President: Richard Dixon, Lake Forest • Immediate Past President: Toni Young, Port Hueneme

Imperial County: Victor Carrillo, Imperial County • Jon Edney, El Centro

Los Angeles County: Yvonne B. Burke, Los Angeles County • Zev Yaroslavsky, Los Angeles County • Jim Aldinger, Manhattan Beach • Harry Baldwin, San Gabriel • Paul Bowen, Cerritos • Todd Campbell, Burbank • Tony Cardenas, Los Angeles • Stan Carroll, La Habra Heights • Margaret Clark, Rosemead • Gene Daniels, Paramount • Mike Dispenza, Palmdale • Judy Dunlap, Inglewood • Rae Gabelich, Long Beach • David Galin, Downey • Eric Garcetti, Los Angeles • Wendy Greuel, Los Angeles • Frank Gurulé, Cudahy • Janice Hahn, Los Angeles • Isadore Hall, Compton • Keith W. Hanks, Azusa • José Huizar, Los Angeles • Tom LaBonge, Los Angeles • Paula Lantz, Pomona • Paul Nowatka, Torrance • Pam O'Connor, Santa Monica • Alex Padilla, Los Angeles • Bernard Parks, Los Angeles • Jan Perry, Los Angeles • Ed Reyes, Los Angeles • Bill Rosendahl, Los Angeles • Greig Smith, Los Angeles • Tom Sykes, Walnut • Paul Talbot, Alhambra • Mike Ten, South Pasadena • Tonia Reyes Uranga, Long Beach • Antonio Villaraigosa, Los Angeles • Dennis Washburn, Calabasas • Jack Weiss, Los Angeles • Herb J. Wesson, Jr., Los Angeles • Dennis Zine, Los Angeles

Orange County: Chris Norby, Orange County • Christine Barnes, La Palma • John Beaman, Brea • Lou Bone, Tustin • Art Brown, Buena Park • Richard Chavez, Anaheim • Debbie Cook, Huntington Beach • Leslie Daigle, Newport Beach • Richard Dixon, Lake Forest • Paul Glaab, Laguna Niguel • Marilyn Poe, Los Alamitos

Riverside County: Jeff Stone, Riverside County • Thomas Buckley, Lake Elsinore • Bonnie Flickinger, Moreno Valley • Ron Loveridge, Riverside • Greg Pettis, Cathedral City • Ron Roberts, Temecula

San Bernardino County: Gary Ovitt, San Bernardino County • Lawrence Dale, Barstow • Paul Eaton, Montclair • Lee Ann Garcia, Grand Terrace • Tim Jasper, Town of Apple Valley • Larry McCallon, Highland • Deborah Robertson, Rialto • Alan Wapner, Ontario

Ventura County: Judy Mikels, Ventura County • Glen Becerra, Simi Valley • Carl Morehouse, San Buenaventura • Toni Young, Port Hueneme

Orange County Transportation Authority: Lou Correa, County of Orange

Riverside County Transportation Commission: Robin Lowe, Hemet

Ventura County Transportation Commission: Keith Millhouse, Moorpark

July 18, 2006

Mr. Chris Kurzon
County of Los Angeles, Chief Administrative Office
Real Estate Division
222 S. Hill Street, 3rd Floor
Los Angeles, CA 90012

RE: SCAG Clearinghouse No. I 20060421 Sale of Los Angeles County-Owned Real Property Topanga Canyon Area

Dear Mr. Kurzon:

Thank you for submitting the **Sale of Los Angeles County-Owned Real Property Topanga Canyon Area** for review and comment. As areawide clearinghouse for regionally significant projects, SCAG reviews the consistency of local plans, projects and programs with regional plans. This activity is based on SCAG's responsibilities as a regional planning organization pursuant to state and federal laws and regulations. Guidance provided by these reviews is intended to assist local agencies and project sponsors to take actions that contribute to the attainment of regional goals and policies.

We have reviewed the **Sale of Los Angeles County-Owned Real Property Topanga Canyon Area**, and have determined that the proposed Project is not regionally significant per SCAG Intergovernmental Review (IGR) Criteria and California Environmental Quality Act (CEQA) Guidelines (Section 15206). Therefore, the proposed Project does not warrant comments at this time. Should there be a change in the scope of the proposed Project, we would appreciate the opportunity to review and comment at that time.

A description of the proposed Project was published in SCAG's **June 16-30, 2006 Intergovernmental Review Clearinghouse Report** for public review and comment.

The project title and SCAG Clearinghouse number should be used in all correspondence with SCAG concerning this Project. Correspondence should be sent to the attention of the Clearinghouse Coordinator. If you have any questions, please contact me at (213) 236-1851. Thank you.

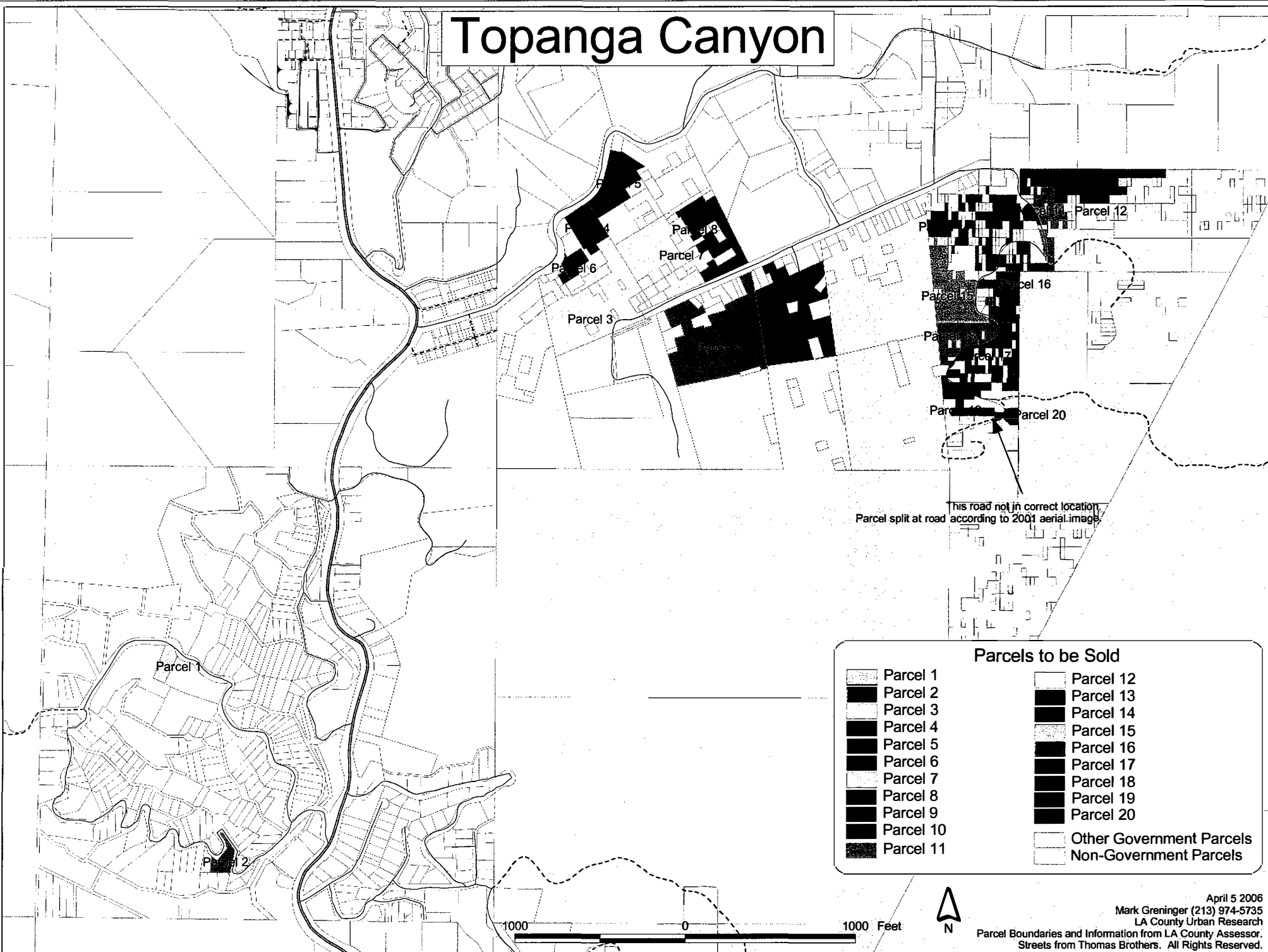
Sincerely,

BRIAN WALLACE
Associate Regional Planner
Intergovernmental Review

Doc #124431

MAPS

Topanga Canyon



Parcels to be Sold

	Parcel 1		Parcel 12
	Parcel 2		Parcel 13
	Parcel 3		Parcel 14
	Parcel 4		Parcel 15
	Parcel 5		Parcel 16
	Parcel 6		Parcel 17
	Parcel 7		Parcel 18
	Parcel 8		Parcel 19
	Parcel 9		Parcel 20
	Parcel 10		Other Government Parcels
	Parcel 11		Non-Government Parcels

1000 0 1000 Feet

