



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE
REAL ESTATE DIVISION

222 South Hill Street, 3rd Floor • Los Angeles, California 90012
(213) 974-4300
<http://cao.co.la.ca.us>

DAVID E. JANSSEN
Chief Administrative Officer

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Fifth District

June 30, 2005

Mr. Paul Edelman, Deputy Director
Santa Monica Mountains Conservancy
5750 Ramirez Canyon Road
Malibu, CA 90265

Dear Mr. Edelman:

**ACCEPTANCE OF OFFER TO PURCHASE COUNTY-OWNED REAL PROPERTY
CITY OF MALIBU AND UNINCORPORATED LOS ANGELES COUNTY**

This office is in receipt of your correspondence dated June 8, 2005 detailing the Mountains Recreation and Conservation Authority's (MRCA) request to purchase eight of the properties on the attached list on behalf of the Santa Monica Mountains Conservancy (Conservancy). As in past instances, in lieu of relying upon the Public Resources Code which grants specific rights to purchase to the Conservancy not otherwise available to MRCA, the County will utilize existing Government Code which provides the ability to sell to other governmental entities on any terms acceptable to the County provided a public benefit can be achieved through the sale.

The eight properties the MRCA has expressed interest in total 19.63 acres with a significant market value. However, in exchange for the inclusion of certain deed restrictions designed to have the intent of making the property available for public recreational use in perpetuity the County will agree to accept the MRCA's offer of \$200,000 for all of the properties.

This acceptance is conditional upon MRCA completing the purchase of the properties by December 31, 2005. Please advise this office in writing if the MRCA can not adhere to the County's request to complete this transaction prior to December 31, 2005. Towards this goal of a closing date prior to December 31, 2005 the County has an expectation that the MRCA will timely complete its internal authorization process. Therefore, the County requests copies of all resolutions adopted by either the MRCA or the Conservancy as they happen as evidence that the parties are moving towards completion of this sale.

Mr. Paul Edelman
June 30, 2005
Page 2

Additionally, within the sales price cited above, the County will include parcel 4467-001-900 which is located south of the County's 13.78 acre holding provided the County can verify its ownership of this .89 acre parcel. It would appear that the State of California transferred ownership of this parcel to the United States, though the State's ownership at the time is not certain. This office will review the title records and in the event the County is unable to deliver clear marketable title, the parcel will be removed from consideration. Please contact this office in the event the MRCA is not interested in this property.

Attached for your review is a purchase and sale agreement outlining terms of the sale that are acceptable to the County. Please review this agreement and confirm the MRCA's acceptance of the terms. If you have any questions regarding this request, please contact Carlos Brea at (213) 974-4200, or Chris Kurzon of my staff at (213)974-4156.

Sincerely,

DAVID E. JANSSEN
Chief Administrative Officer



CHUCK W. WEST, CCIM, Esq.
Director of Real Estate

DEJ:CWW
CB:CK:cc

Attachment

c: Ginny Kruger, Third District

MalibuConservancyAcceptance.l

PROPERTIES TO BE PURCHASED
MALIBU AREA

4462-032-903	3.12 acres adjacent to the Tapia Water Reclamation Plant
4465-003-900 4465-003-901	13.78 acres on the east side of Kanan Dune Road
4467-002-901	0.26 acres on the west side of Kanan Dune Road
4471-014-902	0.58 acres west of Kanan Dune Road
4471-014-901 4471-014-904 4471-016-901	1.89 acres east of Kanan Dune Road on vacated Lofty Heights Drive
TOTAL	19.63 acres

To be Sold Subject to Verification of Ownership:

4467-001-900	0.89 acres on the east side of Kanan Dune Road, south of parcel 4465-001-900
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SALE AND PURCHASE AGREEMENT

THIS SALE AND PURCHASE AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2005, by and between the **COUNTY OF LOS ANGELES** ("Seller"), and the **MOUNTAINS RECREATION AND CONSERVATION AUTHORITY** ("Buyer"). Based upon the mutual consideration provided for herein, Seller and Buyer agree as follows:

1. Sale and Purchase. Seller is the owner of certain real property located in the Malibu and the unincorporated Malibu territory of the County of Los Angeles, State of California and identified in Exhibit A, attached hereto and incorporated herein by reference, (the "Property").

Seller desires to sell the Property, and convey it to Buyer, and Buyer desires to purchase the Property and accept it from Seller, for the consideration and on the terms and conditions hereinafter set forth.

Buyer acknowledges that Seller has offered the Property in accordance with the provisions of Public Resources Code (PRC) Section 33207 and any other sections of the PRC that apply to sale of lands in any of the zones, as said term is defined in the PRC, under the jurisdiction of the Santa Monica Mountains Conservancy and as such Buyer warrants that the Santa Monica Conservancy is allowing Seller to dispose of the properties identified in Exhibit B, incorporated herein, in any manner deemed appropriate by Seller.

2. Purchase Price. The purchase price ("Purchase Price") for the Property is Two Hundred Thousand and NO/100 Dollars (\$200,000.00), payable by Buyer to Seller as follows:

To be paid in full on December 23, 2005 which is five (5) business days prior to the conveyance of the Property in accordance with Section 4.

Payments will be made by check payable to the County of Los Angeles.

3. Costs. To the extent there are any costs charged by the Registrar/Recorder related to this transaction then such costs and expenses shall be paid by Buyer. Upon request from Seller, Buyer shall immediately remit a check payable to the County of Los Angeles in an amount equal to such costs and expenses.

4. Conveyance and Closing Date. Seller shall convey the Property to Buyer on or before the latter of (i) December 30, 2005, or (ii) a date occurring fifteen (15) days after the County of Los Angeles Board of Supervisors approves the sale of the Property by quitclaim deed, subject to: a) All taxes, interest, penalties and assessments of record assessed but not yet due, if any; b) covenants, conditions, restrictions, reservations, easements, licenses, rights, and rights-of-way of record and off record and rights incident thereto, if any; c) the condition that the Property is to be used for open space, public recreation and park purposes only. Said Property shall be equally open and available to

residents of incorporated and unincorporated territory, and there shall be no discrimination against or preference, gratuity, bonus or other benefits given to residents of incorporated area not equally accorded residents of unincorporated territory; d) the condition that Buyer shall neither directly nor indirectly make any lot line adjustment relating to any portion of the Property; and; f) the condition that in the event that 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 said Property shall revert back to the County of Los Angeles upon providing a thirty (30) day notice to 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 of Los Angeles, (the "Deed").

5. Title. Buyer understands that the Property is being sold without any warranty regarding the suitability of title to the Property. Buyer accepts all matters of record and understands that Seller will not provide a policy of title insurance and makes no representations or warranties as to condition of title. Seller recommends that Buyer retain, at Buyer's sole cost and expense, a licensed title company to issue a policy of title insurance. Buyer agrees that the condition of title shall not be cause for Buyer's cancellation of this Agreement.

6. Recording. Seller shall prepare the Deed indicating title to the Property to be vested in the name of the Buyer as follows: Mountains Recreation and Conservation Authority, a joint exercise of powers authority established pursuant to Government Code section 6500.

7. Delivery of Deed. Seller shall transmit to Buyer a copy of the Deed stamped by the Recorder, the original of which shall be mailed to the Buyer by the Recorder at the address for notice to Buyer pursuant to Section 14 hereof.

8. Condition of the Property. Buyer acknowledges that Buyer is purchasing the Property "as is" solely in reliance on Buyer's own investigation, and that no representation or warranties of any kind whatsoever, express or implied, have been made by Seller, or Seller's agents. Any information given or disclosure made to Buyer by Seller or Seller's agents concerning the Property shall not constitute a representation or warranty made by Seller. Buyer has been given the full opportunity to inspect the Property prior to execution of this Agreement. Buyer shall assume the cost and expense for the removal of all contaminated materials, toxic or hazardous substances, and asbestos, if any, on the Property.

Seller has disclosed to Buyer the following information that impacts Buyer's use of the Property:

none

Such disclosure does not imply that no other conditions impact Buyer's use of, or value of the Property or that other conditions are not know to Seller.

Buyer also acknowledges that it is aware of all zoning regulations, other governmental requirements, site and physical conditions, and all other matters affecting the use and condition of the Property, and Buyer agrees to purchase the Property in that condition.

9. Mineral Rights. Seller shall reserve and except unto Seller all oil, gas, hydrocarbons, or other minerals in and under the Property without the use of the surface or subsurface to a depth of 500 feet, measured vertically, from the surface of the Property.

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

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

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

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

14. Notices. All notices, demands and requests under this Agreement by either party shall be hand-delivered or sent by United States Mail, registered or certified postage prepaid and addressed to the parties as follows:

Seller: County of Los Angeles
Chief Administrative Office
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Carlos Brea, Manager
Property Management

Buyer: Mountains Recreation and Conservation Authority
5750 Ramirez Canyon Road

Malibu, CA 90265
Attention: Joseph T. Edmiston

Notices, demands and requests served in the above manner shall be considered sufficiently given or served for all purposes under this Agreement at the time the notice, demand or request is postmarked to the addresses shown above.

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

16. Seller's Remedies. In the event of Buyer's failure to purchase the Property as set forth herein, Seller shall have all remedies in law and equity, and shall be entitled to enforce this Agreement and to obtain the benefit of the bargain contained herein.

17. Severability. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be severed from the Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of the Agreement, provided the remaining Agreement can be reasonably and equitably enforced.

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

19. Required Actions of Buyer and Seller. Buyer and Seller agree to execute all such instruments and documents and to take all action as may be required in order to consummate the purchase and sale herein contemplated.

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

21. Survival of Covenants. The covenants, agreements, representations and warranties made herein are intended to survive the consummation of the sale of the Property and recordation of the Deed.

22. Interpretation. Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

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

SIGNATURE PAGE FOLLOWS

IN WITNESS HEREOF, the parties have executed this Agreement as of the day and year first written above.

"BUYER"

**MOUNTAINS RECREATION AND
CONSERVATION AUTHORITY**

By: _____
Joseph T. Edmiston, Executive Director

Upon approval of this Agreement, a signed copy will be mailed to Buyer.

"SELLER"

COUNTY OF LOS ANGELES

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer, Clerk of the Board

By: _____
Gloria Molina, Chair
Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.
County Counsel

By: _____
Deputy

EXHIBIT A

PARCELS TO BE SOLD TO THE CONSERVANCY

Los Angeles County Assessor Parcel Numbers:

4462-032-903	3.12 acres adjacent to the Tapia Water Reclamation Plant
4465-003-900	
4465-003-901	13.78 acres on the east side of Kanan Dune Road
4467-002-901	0.26 acres on the west side of Kanan Dune Road
4471-014-902	0.58 acres west of Kanan Dune Road
4471-014-901	
4471-014-904	
4471-016-901	1.89 acres east of Kanan Dune Road on vacated Lofty Heights Drive
TOTAL	19.63 acres

The parcel list above can be relied upon to confirm the parties intent, legal descriptions will need to be written prior to the close of escrow.

Los Angeles County Assessor Parcel Numbers
Parcels to be sold to the public:

4471-010-905 Pitsch Canyon Road

2063-023-901 Trifuno Drive

4457-017-900 Sequit Drive

4457-018-900 Searidge Drive