

DATE: July 21, 2016

TO: Watershed Conservation Authority Governing Board

FROM: Robert Romanek, Senior Project Manager

THROUGH: Mark Stanley, Executive Officer

SUBJECT: Item 12: Consideration of a resolution to authorize the acquisition of real property within the foothills above Azusa, Assessor Parcel No. 8684-024-036, from the San Gabriel Mountains Regional Conservancy.

RECOMMENDATION: That the Watershed Conservation Authority (WCA) authorize the acquisition of real property within the foothills above Azusa, Assessor Parcel No. 8684-024-036, from the San Gabriel Mountains Regional Conservancy. Property Owner: San Gabriel Mountains Regional Conservancy; WCA Negotiators: Laurie Collins, Esquire, Mark Stanley, Debbie Enos, and Robert Romanek.

PROJECT DESCRIPTION: This is the proposed acquisition of ±39.79 undeveloped open space acres located in the San Gabriel Mountain foothills above the City of Azusa, within unincorporated Los Angeles County. This open space acquisition preserves one of the last remaining private holding along the foothill interface between the San Gabriel Valley and the San Gabriel Mountains National Monument for the purpose of watershed restoration, community-driven stewardship, and suitable low-impact recreation. Transfer of this property to WCA ownership would protect significant natural and scenic resources, and help to preserve critical landscape connections to close-by conservation lands, including the River Wilderness Park. Included as Exhibit A is a WCA territory location map while Exhibit B and C provides aerial maps of the proposed acquisition, its vicinity, and surrounding land ownership.

BACKGROUND: In January of 2014 the subject property, comprised mostly of natural undisturbed slopes, was burned and severely denuded of vegetation in the Colby Fire. Biological reconnaissance completed prior to the human-caused wildfire indicate that over 75% of the property was formally dominated by coastal sage scrub. Other scrub and chaparral species were also present, as well as Southern California black walnut occurring in canyons and moist slopes. The biologist identified that the plant diversity of the property was high, uncompressed by invasive plants, and typified less disturbed portions of the local foothills. No restoration activities have commenced on the site since the Colby Fire. Other notable features of the site include an abandoned fluorite mine with possible cultural and interpretive value, and a vista point overlooking the San Gabriel Valley.

The San Gabriel Mountains Regional Conservancy (SGMRC), a private not-for-profit conservation organization has focused on the acquisition and watershed restoration of the subject property for over a decade. Public records from the Rivers and Mountains Conservancy (RMC) identifies that SGMRC submitted a proposal to the RMC Proposition 84 Grant Program in 2008 to accomplish the acquisition with an original proposed purchase price of \$4 million. The RMC staff evaluated the proposal as a Tier 2 project, and recommended funding if a match source was secured. Although no action was taken by the RMC with regards to the acquisition, SGMRC subsequently negotiated a reduction in the asking price to

approximately \$1.4 million, and acquired the property in 2014 with a mortgage note held by the former owner.

In late 2015, SGMRC contacted WCA staff, requesting assistance to save the property from a pending foreclosure. The majority of the funding originally slated for loan payment on the note came in the form of revenues from the organization's federally approved third party compensatory In-Lieu Fee Mitigation (ILF) Program. However, recent changes in federal policy has disallowed further use of this revenue, leaving SGMRC unable to make regular payments.

An amount of approximately \$750,000 has been invested by SGMRC into the purchase, with a majority of these contributions from the ILF Program. Use of ILF Program funds was justified by SGMRC based on anticipated community-supported watershed restoration of the subject property. If foreclosure proceedings commence the SGMRC has indicated the subject property would be available for purchase at a significant discount through public auction foreclosure proceedings. Furthermore, SGMRC will be responsible for repayment of the ILF Program funds. This will burden the organization from accomplishing its conservation activities.

Cooperative intervention by the WCA and RMC has the opportunity to secure the subject property into public ownership, and prevent possible development. Furthermore, acquisition by the WCA can be negotiated for a purchase price not less than the outstanding remainder on the note, where SGMRC would consider any loss of their investment as a gift. In recognition that SGMRC has expertise in advancing watershed restoration and stewardship through community volunteerism and donations, an opportunity is also available to engage SGMRC through agreement(s) to accomplish such activities on the subject property, if acquired by the WCA. Suitable low-impact recreation can also be planned for and developed by the WCA in cooperation with the City of Azusa and the surrounding community.

In consideration of the above described opportunities, the WCA requested and received a RMC grant in January 2016 for pre-acquisition and due diligence reviews towards a sale and conveyance of the subject property. The grant was in the amount of \$53,225. WCA also authorized negotiations for the purchase of the property as well as authorized negotiations for a restoration and conservation stewardship agreement with SGMRC, allowing SGMRC to assist in the management of the subject property if acquired by WCA. Staff has since:

- Completed initial due diligence reviews;
- Negotiated a draft agreement titled: Contact for the Purchase and Sale of Real Estate and Escrow Instructions (included as Exhibit D);
- Identified a suitable template, used by the City of Palo Alto, to inform the creation of a restoration and conservation stewardship agreement between WCA and SGMRC. This agreement will be considered by the WCA following purchase of the property; and
- Investigated operations and maintenance requirements.

Staff, with support of legal counsel, conducted the following due diligence activities:

- (1) Reviewed a preliminary title report. Exceptions identified within the report were not seen as major obstacles to title acceptance.
- (2) Ordered and received an appraisal report, identifying a current market value of \$1,200,000.
- (3) Conducted an initial property inspection. On-site habitat is in recovery from the 2014 Colby Fire, however, several invasive plant species, such as mustards and brome grasses are present in large numbers. Due to steepness of terrain, Staff was unable to access riparian portions of the site, yet,

a small number of Mexican palms and other invasive were visible from a distance. An interview with an adjacent property owner revealed that an open fluorite mine is located on site – the mine has not yet been located. Staff's visual inspection did not show any existing fuel modification zones, which would require annual maintenance. The site is not easily accessible, and would require access improvements for public access or/or trail development to occur.

- (4) Requested and received insurance liability assessment for the property. The annual insurance premium is estimated at approximately \$121/year, however, this assumes that a Phase 1 Environmental Assessment does not find the potential fluorite mine or any other major liability issues. If there is a mine on the subject property the premium may increase. The increase will depend on details about the mine, and how it is to be secured from the public.



Subject property, looking down from highest point along the northern property line



Subject property from Glendora Ridge Mtn near the vicinity of a water take shown on Exhibit B



Subject property in background, debris basin and southern property line in foreground – legal point of access to the subject property

Staff, with input from legal council, drafted an agreement for the purchase and sale of the property, as well as to provide escrow instructions. Included as Exhibit D, this agreement establishes a purchase price of \$600,000, identifying a proposed *bargain sale* that is significantly below the appraised value of \$1,200,000 but sufficient to pay off the current note prior to closing. This draft agreement is presently under review by SGMRC. Minor edits are anticipated in developing a final draft agreement. As written in the current draft form, the WCA has no obligations to perform under this agreement unless WCA: (1) approves of a title report, a Phase I Environmental Report, and an appraisal; and (2) receives sufficient funding to complete the purchase. Staff is prepared to order a Phase I Environmental Report and complete due diligence reviews and property inspections following the execution of the purchase agreement. If unacceptable conditions are identified, the WCA has the option to terminate the agreement with no further obligation.

If an onsite mine is verified through further property inspection, Staff will evaluate in consultation with the Authority's legal council and insurance agent. If the mine can be safely secured within the RMC grant budget, the purchase will proceed. Alternatively the purchase agreement will be terminated with no further obligations to the WCA, or Staff will seek further direction from the WCA Board.

Pending Urgency: While SGMRC has entered into negotiations with the WCA, the property has also been listed for sale as there is presently no written agreement with the WCA for the purchase and sale. SGMRC informed WCA staff in early July that a fair offer was received by a party that desires to develop a religious/spiritual institution on the site. If a written agreement is not executed between WCA and SGMRC in a timely manner, the SGMRC intends to offer this third party an option of the property.

Project Review in Compliance with CEQA: This acquisition is exempt from CEQA under several categories of exemption, including Class 13, "Acquisition of land... to preserve the land in its natural condition"; and Class 25, "transfers of interests in land in order to preserve open space".

Summary of Public Benefits and Features Compatible with WCA Purpose: Staff finds the property meets the purpose of the WCA which "is to provide for a comprehensive program to expand and improve the open space and recreational opportunities for the conservation, restoration, and environmental enhancement of the San Gabriel and Lower Los Angeles Rivers Watershed area consistent with the goals of the flood protection, water supply, groundwater recharge and water conservation."

The benefits to conserving the property includes the protection of viewsheds, conservation and restoration of habitat areas, including opportunities to satisfy future mitigation needs for WCA and its JPA members, as well as, potential for direct public use, including: educational programming, community stewardship, and trail connections along the foothills. WCA would manage the natural resource as open space. The sites sensitive plant and wildlife species, may lend itself for future mitigation and in-lieu fee programs managed by the WCA. This potential use could meet a strategic plan goal of improving water quality through habitat and natural system enhancements to the land.

FISCAL INFORMATION: RMC grant funding for the actual purchase of the property has been requested by the WCA in the amount of \$600,000. Funds have also been requested for initial planning and to secure the site; bringing the total request to \$720,000. RMC will consider awarding a grant at its July 25th meeting. If RMC funds are not approved the WCA will have no outstanding or future obligations related to this action.

The operation and maintenance cost to the WCA will include the following and will be from funds transferred from revenue generating properties:

- Annual general liability insurance premium, currently estimated to be \$121 per year.
- Quarterly patrols of the site, which shall be absorbed within the current FY16-17 operational budget line item for ranger services.
- Initial cost to secure the site (signage and fencing, as needed), which is included in the grant request to the RMC

In meeting the long term resource management needs of the property, the WCA shall continue to pursue the establishment of a restoration and conservation stewardship agreement with SGMRC to include their participation in the annual operation and maintenance (O & M) of the property.

The WCA shall also further investigate the potential of the site to be used for mitigation purposes as a revenue source.



Exhibit A

Territory Map: Foothill Property Above Azusa

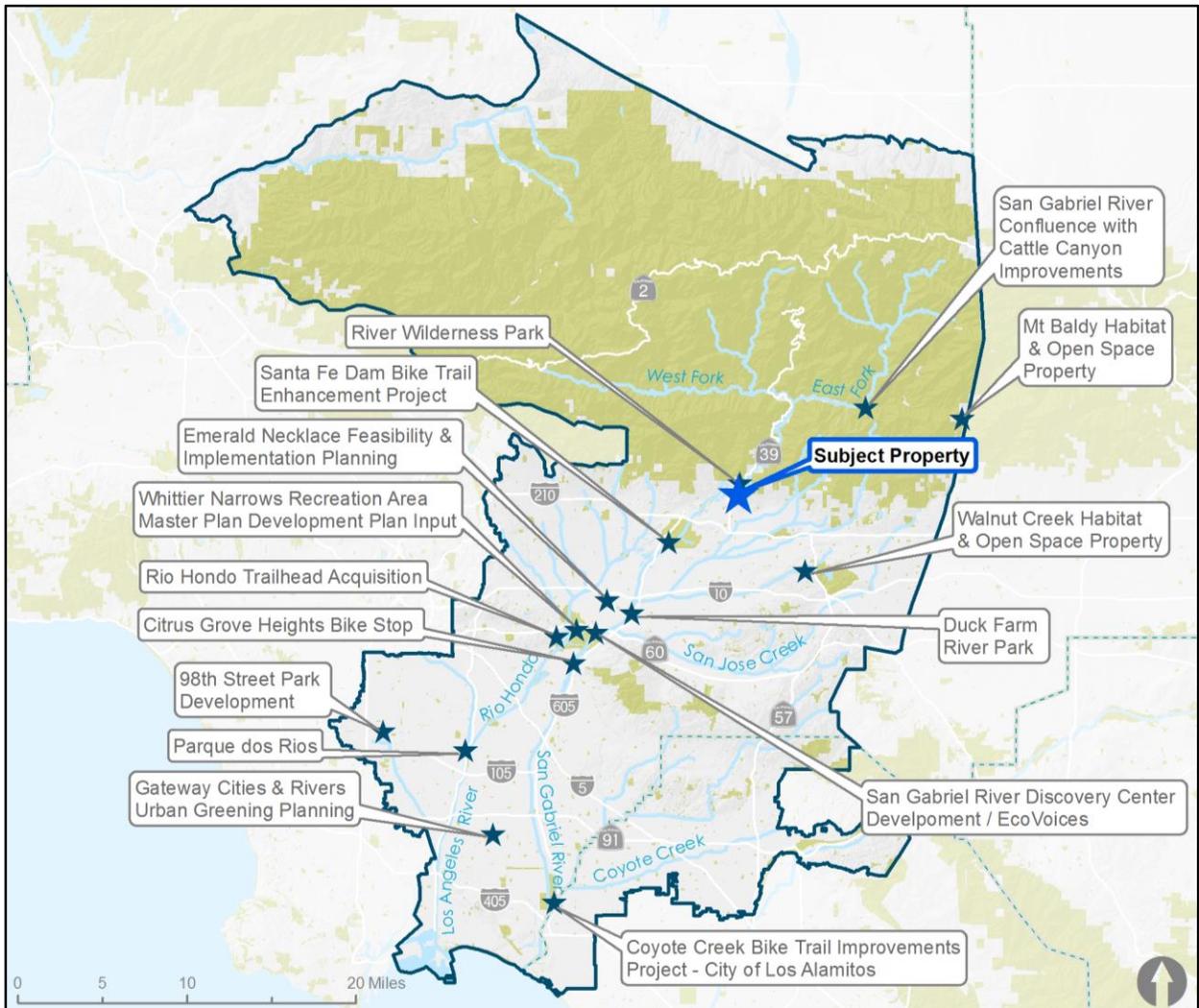
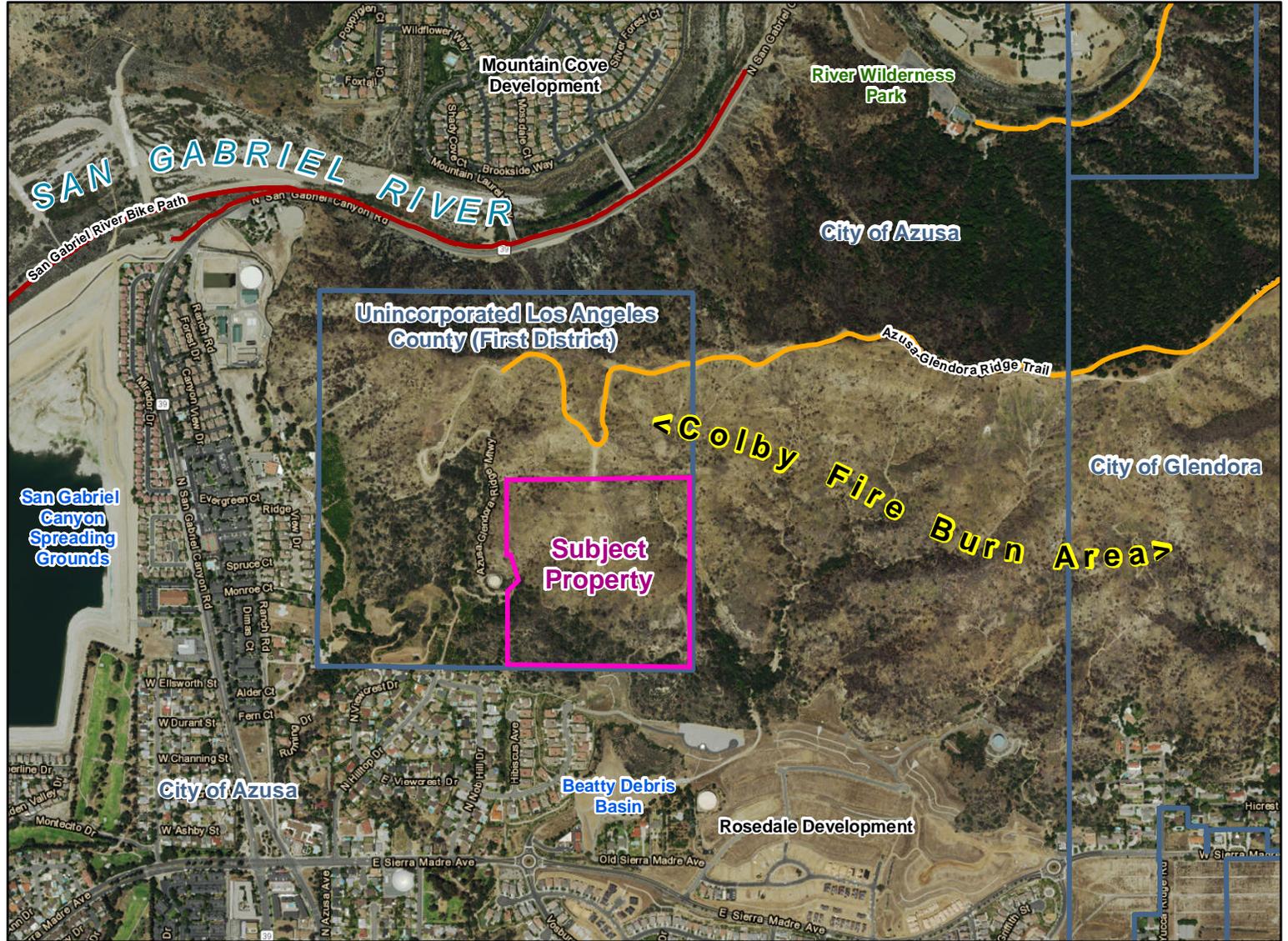




Exhibit B: Property Vicinity Map

AIN 8684-024-036, ±40 acres



Legend

-  Subject Property
-  City/Community Boundary
-  Recreational Trail
-  Bike Path

Data: Base Map Service from ESRI and their data providers. Parcel information provided by the Los Angeles County Assessor's Office. Bike path information provided by Los Angeles County Department of Public Works. Trail information provided by U.S. Forest Service and WCA.



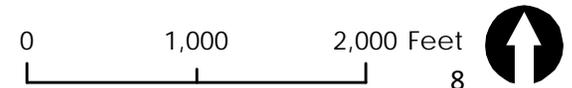


Exhibit C: Surrounding Public Lands Map

AIN 8684-024-036, ±40 acres



Data: Base Map Service from ESRI and their data providers. Parcel information provided by the Los Angeles County Assessor's Office. Bike path information provided by Los Angeles County Department of Public Works. Trail information provided by U.S. Forest Service and WCA.



CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE AND ESCROW INSTRUCTIONS

This CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE (the "Agreement") is entered into this _____ day of _____ 2016, by and between **SAN GABRIEL MOUNTAINS REGIONAL CONSERVANCY**, a California cooperation whose address is P.O. Box 963, Glendora, California 91740, (the "Seller") and Watershed Conservation Authority, a joint exercise of powers entity with an office at 100 N. Old San Gabriel Canyon Road, Azusa, California 91702 (the "Purchaser").

The Agreement

1. **PROPERTY.** Seller agrees to sell and Purchaser agrees to buy, on the terms and condition set forth in this Agreement, that parcel of land containing 39.81 +/- acres, located in the County of Los Angeles, State of California as shown in Exhibit "A" attached hereto including, without limitation, (i) any and all buildings, improvements, personalty and fixtures situated thereon, (ii) any and all crops and timber growing thereon, (iii) any and all surface or subsurface sand, gravel, oil, gas, mineral geothermal, or mineral rights and any stockpiled sand, gravel or minerals, (iv) any and all appurtenant or associated water rights, including any and all well, spring, reservoir, storage, domestic, irrigation, irrigation equipment and facilities, subirrgiation, livestock water or ditch rights of any type, including all shares or certificates of any type in ditch or water delivery companies or associations, and (v) all other surface and subsurface rights, any and all other permits, hereditaments, easements, recorded rights of access, historic rights of access, incidents and appurtenances belong thereto (collectively, with the "Land", referred to as the "Property").

2. **PURCHASE PRICE.**

2.1. Purchaser agrees to pay Seller as the Purchase Price for the Property the bargain sale sum of **Six Hundred Thousand and 00/100 Dollars (\$600,000).**

2.2. Purchaser will cause to be deposited, at least one day prior to the close of escrow, by wire transfer or check, the Cash Consideration with:

Fortune Escrow (the "Escrow Holder")
302 W. Foothill Blvd., Glendora, California 91741
Escrow Officer: Sandy Valentine
Telephone: (626) 914-7817
E-mail: Sandy@FortuneEscrow.com

3. **THE ESCROW.**

- 3.1. Escrow. This Agreement shall also constitute escrow instructions to Escrow Holder, which is hereby appointed and designated escrow agent. Escrow Holder shall be the party responsible for closing this transaction and filing the required form 1099B (or other required form) with the U.S. Internal Revenue Service. Escrow shall be opened by delivery to the Escrow Holder of fully executed counterparts to this Agreement from Purchaser and Seller (the "Opening of Escrow"). Purchaser and Seller agree to execute such additional escrow instructions as Escrow Holder shall reasonably request; provided that in the event of conflict, this Agreement shall in all events control.
- 3.2. Closing Date. The close of the transaction contemplated hereunder (the "Closing" or the "Closing of Escrow") shall be on or before **September 30, 2016** (the "Closing Date"). Possession shall be delivered to Purchaser upon recordation. The parties agree and understand that the above date is the date by which Closing must occur and that Closing may occur at any time prior to that date, should the parties agree in writing to do so.
4. **SATISFACTORY INSPECTION AND REVIEW**. The Seller and Purchaser expressly covenant and agree that Purchaser's satisfaction upon the review and inspection provided for herein is a specific condition precedent to the obligation of Purchaser to purchase the Property. Purchaser shall have a period in which to review the documents and to make the inspections described below. The period of inspection (the "Inspection Period") shall terminate on the earlier of: (i) receipt by Seller of notice from Purchaser that the Property is suitable for purchase; or (ii) midnight, prevailing Pacific Time, **September 30, 2016**. **Should the Closing Date be extended, then the date of the Inspection expiration shall follow accordingly.**
- 4.1. Documents; Evidence of Title. Seller has delivered to Purchaser a preliminary title report prepared by Lawyers Title Company, Reference No: 8684-024-036. To the extent in Seller's possession, Seller shall, at Seller's expense, provide to Purchaser copies of any surveys or maps of the Land, plans relating to the building improvements, and studies and reports regarding the soils, water, or environmental condition on or under the Land.
- 4.2. Due Diligence, Inspection; Right of Entry. Purchaser shall have the right to enter upon the Property at reasonable times for mapping, surveying, physical and environmental inspection, and other reasonable purposes related to the transaction contemplate by this Agreement. Purchaser hereby indemnifies and holds the Seller harmless from and against any and all claims, liens, damages, losses, and causes of action which may be asserted by Purchaser or Purchaser's employees, agents, or

any third party who enters upon the Property or conducts tests related to the Property at the request of or on behalf of Purchaser or its agents, provided that such indemnification and hold harmless shall not apply to claims arising out of the negligent, willful or wanton conduct of Seller.

5. **ELECTION AT THE END OF THE INSPECTION PERIOD.** During the Inspection Period, Purchaser may review all documents or information described herein or pertaining to the Property, and make the above-described physical and environmental inspections, applications, reviews, studies, appraisals, evaluations or surveys required to satisfy itself as to the acceptability and suitability of the Property for purchase. Should, for any reason or no reason and in its sole discretion, Purchaser not be satisfied that the Property is acceptable or suitable, Purchaser shall notify Seller in writing on or before the expiration of the Inspection Period of its dissatisfaction, at which time this Agreement shall be considered null and void and of no further force and effect; provided, however, if the objections of Purchaser are to title or other defects that Seller can reasonably cure before the Closing Date, Seller shall have such period to cure such defects to the reasonable satisfaction of Purchaser. Purchaser shall, at any time, have the right to waive the conditions precedent to its performance under this Agreement before the end of the Inspection Period and if Purchaser elects to waive the conditions precedent to its performance and to terminate the Inspection Period, this Agreement will remain in full force and effect.

6. **CLOSING OF ESCROW.** When all of the conditions precedent to the close of escrow have been satisfied and Escrow Holder shall have received the items required to be deposited into Escrow and is in a position and stands ready to have the Title Company issue an Owner's Policy for the Property, then Escrow Holder shall date all undated documents as of the Closing Date, pay all fees and expenses incident to this escrow as set for this this Agreement, in the following order:

- (a) Cause to be recorded the grant deed(s) to the Property in favor of Purchaser in Los Angeles County.
- (b) Cause to be recorded the releases of liens, if any, which encumber the Property.
- (c) Pay all real property taxes.
- (d) Wire or deliver to Seller, pursuant to Seller's instructions, funds in the amount of the Purchase Price, adjusted by payment of the costs and fees to be paid by Seller, and any other adjustments set forth herein.

7. **CONDITION OF THE PROPERTY, REPRESENTATIONS.**

7.1. Seller is the record owner of the Property to be conveyed hereunder. Upon the

Closing Date, Purchaser will have good, marketable and insurable title, including insurable access to all portions of the Property.

- 7.2. To the best of Seller's knowledge, there are no actions, suits, proceedings or investigations pending or, to Seller's knowledge threatened, against or affecting the Property, or arising out of Seller's conduct on the Property or which would affect the ability of Seller to fulfill its obligations under this Agreement.
- 7.3. To the best of Seller's knowledge, Seller is in substantial compliance with the laws, orders, and regulations of each governmental department, commission, board, or agency having jurisdiction over the Property in those cases where noncompliance would have a material adverse effect on the Property.
- 7.4. Seller is not party to nor subject to or bound by any agreement, contract, or lease of any kind relating to the Property.
- 7.5. The Property, to Seller's knowledge, without investigation or inquiry, is not in violation of any federal, state, or local law, ordinance, or regulation relating to environmental conditions on, under, or about the Property, including, but not limited to, soil and groundwater conditions. Neither Seller, nor to the best of Seller's knowledge any third party, has used, generated, manufactured, refined, produced, processed, stored or disposed of on, or under the Property or transported to or from the Property any Hazardous Materials nor does Seller intend to use the Property prior to closing date for the purpose of generating manufacturing, refining, producing, storing, handling, transferring, processing or transporting Hazardous Materials. For the purposes hereof, "Hazardous Materials" shall mean any flammable explosives, radioactive materials, asbestos, petroleum, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, including, without limitation, any substances defined as or included in the definition of "hazardous substances", "hazardous material" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq., the Hazardous Materials Transportation Act, 49 USC. § 1801. et seq., the Resource Conservation and Recovery Act. 42 U.S.C. § 6901 et seq., or any other federal, state or local statute, law, ordinance, code, rule, regulation, order, decree or other requirement of governmental authority regulating, relating to or imposing liability or standard of conduct concerning any hazardous, toxic or dangerous substance or material, as now or at any time hereafter in effect, and in the regulations adopted, published and/or promulgated pursuant to said laws.

To Seller's knowledge, there are no underground storage tanks situated in the Property nor have such tanks been previously situated thereon.

- 7.6. No representation, warranty, or statement made herein by Seller contains any untrue statement of any material fact or omits to state any material fact necessary in order to make such representation, warranty, and statement not misleading.
 - 7.7. Seller is duly authorized and has taken all necessary action to execute and preform this Agreement and this Agreement is enforceable against Seller in accordance with its terms.
 - 7.8. To the best of Seller's knowledge, the Property is a legally-recognized parcel and requires no further subdivision or adjustments of any kind in order for Seller to transfer good and marketable title to Purchaser.
8. **TAXES.** At Closing Real Property, taxes and assessments and other taxes and assessment shall be paid by Seller through the date of Closing.
9. **PRESERVATION OF PROPERTY; RISK OF LOSS.** Except as otherwise set forth herein, Seller agrees that the Property shall remain as it now is until Closing, that no timber, crops (except in the normal course of agricultural or ranching operations), sand, gravel, minerals, improvements or any other part of the Property shall be sold or removed from the Property, and that that Seller shall neither use nor consent to any use of the Property for any purpose or in any manner which would adversely affect Purchaser's intended use of the Property as a conservation area or similar use. This covenant expressly precludes any timber cutting on the Property. In the event Seller shall use or consent to such use of the Property, Purchaser may, without liability, refuse to accept the conveyance of title; or it alternatively may elect to accept the conveyance of title to the Property or any portion thereof, in which case there shall be an equitable adjustment of the Purchase Price based on the change in circumstances and/or maintain an action against Seller for damages.
10. **CLOSING COSTS.**
- 10.1. To Be Paid by Purchaser. Purchaser shall pay all standard escrow and title fees associated with this Agreement and transaction in an amount not to exceed **Fifteen Thousand Dollars (\$15,000)**.
 - 10.2. To Be Paid by Seller. Seller shall pay any escrow and title fees associated with this Agreement and transaction that may exceed the amount of **Fifteen Thousand Dollars (\$15,000)** paid by Purchaser. Transfer to the Purchaser is exempt from payment of documentary transfer tax and recording fees.

10.3. Legal Fees. Each party shall bear its respective legal fees and expenses incurred in negotiating, documenting and closing this transaction.

11. **NOTICES**. All notices required or permitted hereunder will be deemed to have been delivered upon sending of such notice. All notices required or permitted hereunder shall be given by hand delivery, sent by email or telecopier (followed by an original in US Mail), or sent by Federal Express or other courier, directed as follows, or to such other address as either party may designate by giving notice to the other party as provided herein:

If to Seller: San Gabriel Mountains Regional Conservancy
P.O. Box 963
Glendora, CA 91740
Phone: 626-335-1771 / FAX: 626-914-7770
Email: glcroissant@cpp.edu

With a copy to: Jackie Doornik
211 N Glendora Ave
Glendora CA 91741
Phone: 626-253-0588 / FAX: 626-914-7770
Email: jdoornik@sgmrc.org

If to Purchaser: Deborah Enos, Deputy Executive Officer
Watershed Conservation Authority
100 North Old San Gabriel Canyon Road
Azusa, California 91702
Phone: 626-105-1019
Email: denos@wca.ca.gov

With a copy to: Laurie Collins, Esquire
Law Office of Laurie Collins
914 North Geneva Street
Glendale, California 91207
Phone: 818-545-7902
Email: laurie.collins@att.net

12. **MISCELLANEOUS.**

12.1. Broker's Commission. Seller and Purchaser each represents to the other that neither

has contracted with any broker or finder with regard to this transaction. Each agrees to indemnify, defend and hold harmless the other from and against any and all liability, claims, demands, damages and costs of any kind arising out of or in connection with any broker's or finder's fee, commission or charges claimed to be due any person in connection with such person's conduct respecting this transaction.

- 12.2. Assigns. Purchaser may assign this Agreement and its rights as Purchaser hereunder by written assignment in which the assignee assumes the obligations of Purchaser hereunder.
- 12.3. Binding Effect. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of Seller's heirs, executors, administrators, successors, and assigns.
- 12.4. Exhibits. The exhibit(s) hereto constitute an integral part of this Agreement and are incorporated herein by reference.
- 12.5. Counterparts. This Agreement may be executed in counterparts, all of which shall constitute one agreement, which shall be binding on all of the parties, notwithstanding that all of the parties are not Signatory to the original or the same counterpart. Signatures may be evidenced by facsimile transmission and at the request of any party documents with original signatures shall be provided to the other party.
- 12.6. Severability. If any provision of this Agreement shall be held invalid, the other provisions hereof shall not be affected thereby and shall remain in full force and effect, unless the invalidity materially changes the purpose of the Agreement.
- 12.7. Entire Agreement. This Agreement represents the entire agreement of the parties and may not be amended except by a writing signed by each party thereto.
- 12.8. Authority. Each party to this Agreement warrants to the other that the respective signatories have full right and authority to enter into and consummate this Agreement and all related documents.
- 12.9. Merger. The obligations, covenants, representations, warranties, and remedies set forth in this Agreement shall not merge with transfer of title but shall remain in effect during the period of the ownership of the Property by Purchaser.
- 12.10. Further Actions. Each party shall execute and deliver or cause to be executed and

delivered any and all instruments reasonably required to convey the Property to Purchaser and to vest in each party all rights, interests, and benefits intended to be conferred by this Agreement.

12.11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

13. **SATURDAYS, SUNDAYS, HOLIDAYS**. If the final date of any time period of limitation set out in any provision of this Agreement falls on a Saturday, Sunday, or a legal holiday under the laws of the state in which the Property is situated, then the time of such period shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

14. **EFFECTIVE DATE**. The Effective Date of this Agreement shall be the last date signed by either party.

15. **CONDITIONS PRECEDENT**. **Specific conditions precedent to Purchaser's obligation to perform under the terms of this Agreement are:**

15.1. This Agreement shall be terminated with no further obligation to the unless Purchaser and, if applicable, Purchaser's other partner(s) and funder(s) approve the title report, Phase I Environmental Report, and appraisal; and

15.2. This Agreement shall be terminated with no further obligation to the parties unless Purchaser receives funding for this Purchase prior to September 30, 2016. Purchaser has requested grant(s) for the San Gabriel & Lower Los Angeles Rivers & Mountains Conservancy inclusive of an amount of **Six Hundred and Fifteen Thousand Dollars (\$615,000)** to be applied to the Purchase Price and Closing Cost.

Unless all contingencies are timely met or waived by the Purchaser, this Contract shall be null and void, and neither party shall have further obligations under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

PURCHASER

SELLER

By: Brian Mejia
Title: Governing Board Chair

By: Ann Croissant
Title: President

Exhibit "A"**LEGAL DESCRIPTION**

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

Parcel 1:

The Southeast Quarter of the Southwest Quarter of Section 23, in Township 1 North, Range 10 West, San Bernardino Meridian, in the County of Los Angeles, State of California. Excepting therefrom that portion of the South Half of the Southwest Quarter of Section 23, Township 1 North, Range 10 West, San Bernardino Meridian, in the County of Los Angeles, State of California, according to the Official Plat of said Land Field in the District Land Office April 6, 1876, described as follows:

Commencing at a point in the South line of said Southwest Quarter; distant thereon South 89°19'13" East, 883.28 feet from the Southwest corner of said Southwest Quarter; thence North 16°11'20" East, 240.00 feet; thence North 23°41'20" East, 298.11 feet; thence South 89°19'13" East, 99.22 feet; thence 46°36'16" East, 5.31 feet to the True Point of Beginning, said True Point of Beginning lying on a curve concave to the Southwest and having a radius of 130 feet, a bears North 25°02'06" East; thence Northwesterly along said curve, through a central angle of 2°41'12" a distance of 6.10 feet; thence North 0°40'47" East, 139.19 feet; thence North 16°56'24" East, 125.00 feet; thence South 69°04'00" West, 61.51 feet to a point on said previously mentioned curve, a radial line of said curve through said point bears North 40°47'33" East; thence Northwesterly along said curve, through a central angle of 23°45'27" a distance of 53.90 feet to the True Point of Beginning.

Parcel 2:

An easement for access as disclosed in document entitled "Easement Agreement" over Lot "C", Tract No. 054057-2, and Lot "A", Tract No. 062150, recorded August 16, 2006, in Instrument 06-1821939 of Official Records of Los Angeles County, more particularly described as follows:

That certain parcel of land situated in the City of Azusa, County of Los Angeles, State of California being that portion of Lot "C" of Tract No. 054057-2 as shown on a map thereof filed in Book 1318, Page(s) 44 through 47, Inclusive of Maps together with that portion Lot "A" of Tract No. 062150 as shown on a map thereof filed in Book 1311, Page(s) 28 through 50 of Maps, both in the Office of the County Recorder of said Los Angeles County, lying within a strip of land,

30.00 feet wide, the centerline of which is described as follows:

Commencing at the most Northerly corner of Lot 17 of said Tract No. 054057-2, said corner also being on a curve for the Easterly right-of-way line of Viewcrest Drive as shown on said map, concave Westerly and having a radius of 50.00 feet, a radial line of said curve from said corner bears North $74^{\circ}15'43''$ West; thence along said curve Northerly 15.41 feet through a central angle of $17^{\circ}39'42''$ to an intersection with a line parallel with and 15.00 feet Northerly of the Northerly line of said Lot 17; thence along said parallel line non-tangent from said curve South $70^{\circ}48'16''$ East 75.41 feet to the beginning of a tangent curve concave Northerly and having a radius of 265.00 feet; thence along said curve Easterly 59.45 feet through a central angle of $12^{\circ}51'16''$; thence tangent from said curve South $83^{\circ}39'32''$ East, 3.24 feet to the Northeasterly line of said Lot "C"; thence continuing South $83^{\circ}39'32''$ East, 58.87 feet to the beginning of a tangent curve concave Northerly and having a radius of 195.00 feet; thence along said curve Easterly 60.98 feet through a central angle of $17^{\circ}55'05''$; thence tangent from said curve North $78^{\circ}25'23''$ East 40.35 feet to the beginning of a tangent curve concave Northwesterly and having a radius of 50.00 feet; thence along said curve Northeasterly 52.57 feet through a central angle of $60^{\circ}14'21''$; thence tangent from said curve North $18^{\circ}11'02''$ East 39.57 feet to the beginning of a tangent curve concave Northwesterly and having a radius of 100.00 feet; thence along said curve Northeasterly 24.07 feet through a central angle of $13^{\circ}47'31''$; thence tangent from said curve North $04^{\circ}23'31''$ East 41.62 feet to the beginning of a tangent curve concave Easterly and having a radius of 200.00 feet; thence along said curve Northerly 23.38 feet through a central angle of $06^{\circ}41'56''$; thence tangent from said curve North $11^{\circ}05'27''$ East 34.83 feet to the beginning of a tangent curve concave Westerly and having a radius of 100.00 feet; thence along said curve Northerly 19.92 feet through a central angle of $11^{\circ}24'38''$; thence tangent from said curve North $00^{\circ}19'11''$ West 36.71 feet to the beginning of a tangent curve concave Westerly and having a radius of 200.00 feet; thence along said curve Northerly 9.15 feet through a central angle of $02^{\circ}37'16''$; thence tangent from said curve North $02^{\circ}56'27''$ West 28.16 feet to the beginning of a tangent curve concave Easterly and having a radius of 200.00 feet; thence along said curve Northerly 12.42 feet through a central angle of $03^{\circ}33'31''$; thence tangent from said curve North $00^{\circ}37'04''$ East 10.35 feet to the Northerly line of said Lot "A".

Said strip of land shall be lengthened or shortened so as to originate in said easterly right-of-way line of "Viewcrest Drive" and TERMINATE in said Northerly line of Lot "A".

Excepting therefrom any portion of said strip lying within said Lot 17 or Lot "D" of said Tract No. 054057-2.

Assessor's Parcel Number: 8684-024-036

July 21, 2016 - Item 12

RESOLUTION 2016-34

RESOLUTION OF THE WATERSHED CONSERVATION AUTHORITY TO AUTHORIZE THE ACQUISITION OF REAL PRPERTY WITHIN THE FOOTHILLS ABOVE AZUSA, ASSESSOR PARCEL NO. 8684-024-036, FROM THE SAN GABRIEL MOUNTAINS REGIONAL CONSERVANCY.

WHEREAS, the Watershed Conservation Authority (WCA) has been established as a joint powers agency between the Rivers and Mountains Conservancy and the Los Angeles County Flood Control District; and

WHEREAS, the Watershed Conservation Authority (WCA) has further been established to focus on projects which will provide open space, habitat restoration, and watershed improvement projects in both the San Gabriel and Lower Los Angeles Rivers watershed; and

WHEREAS, this action authorizes the acquisition of real property within the foothills above Azusa, Assessor Parcel No. 8684-024-036, from the San Gabriel Mountains Regional Conservancy. Property Owner: San Gabriel Mountains Regional Conservancy; WCA Negotiators: Laurie Collins, Esquire, Mark Stanley, Debbie Enos, and Robert Romanek, and

WHEREAS, the proposed action is exempt from the provisions of the California Environmental Quality Act (CEQA); NOW

Therefore be it resolved that the WCA hereby:

1. **FINDS** that this action is consistent with the purposes and objectives of the WCA.
2. **FINDS** that the actions contemplated by this resolution are exempt from the environmental impact report requirements of the California Environmental Quality Act (CEQA).
3. **ADOPTS** the staff report dated July 21, 2016.
4. **AUTHORIZES** the acquisition of real property within the foothills above Azusa, Assessor Parcel No. 8684-024-036, from the San Gabriel Mountains Regional Conservancy.

~ End of Resolution ~

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Motion: _____ Second: _____

Ayes: _____ Nays: _____ Abstentions: _____

Resolution 2016-34

Passed and Adopted by the Board of the
WATERSHED CONSERVATION AUTHORITY
On July 21, 2016

Brian Mejia, Governing Board Chair

ATTEST: _____
Terry Fujimoto
Deputy Attorney General