Page 8-214, Response 22.6: RB1 revealed a result of Uranium of a very high Uranium 238 is significant. These results in the groundwater indicate that soil sampling is required to be done. The Uranium does pose a health risk to humans. Residents will be coming in contract with the soil, and nearby residents will be exposed to grading dust. Rocketdyne rads were dumped in the landfill at a time when they did not test for radioactivity. Why were soil and air sample testing not required when the CL which received more than 260,000 tons of Class I Hazardous Wastes? CL is only less than a mile away. The fact that the City plans to annex this property should make the City want to know that there is no public health risk in its soil, surface water, groundwater and air. It would be foolish for the City to accept the property which from the recent screening soil gas tests shows results that match CL's COCs. The City should require a full Health Risk Assessment as did L. A. County in 1990. Let's look at landfill chemicals found in the ambient air testing done in this area from that study: benzene,dichlorobenzene, ethyl benzene,toluene,1,2,4-trimethylbenzene, xylenes,carbon tetrachloride,freon 11, methylene chloride,tetrachloroethylene, etc. The CL flares off VOCs and as a result, ambient air testing is required.as CL pollutants have potentially been carried into the air from years of flaring off the VOCs.

The large pond that forms potentially is the vehicle for land fill contaminants and/or from the identified plume area which goes to Chesebro Creek.. Chesebro Creek floods and that could potentially be the pathway for CL contaminants. CL opened in early 1960s to take hazardous wastes. Lots of time has passed for this property to have potentially been contaminated. Hence, the reason why our City needs to require full testing in all media.

Page 8-215, Response 22.8: Chesebro Creek is a potential pathway which leads to the CL and Chesebro Creek floods. These landfill contaminants are being found in the Chesebro creek drainage offsite of CL. These CL contaminants should be in the testing protocol. One does not know if these contaminant are in the property's soil and groundwater unless they are tested for. These contaminants were not tested for. These are all shallow wells and there should be deep wells testing in this pathway monitoring area. The huge pond forms after three or so days or rain. This pond on the property aids in the spread of creek contaminants over the years since the Cl opened in 1965.

Hexavalent Chromium has been found in western border deep well CA04 at the level of 1800 ppb some 360 times the amount Erin Brockovich found at Hinckley. For public health and safety, and due to the location of this deep well at the western CL border, Hexavalent Chromium should be added to the groundwater and soil testing.

Response 22.9 The fact that the Uranium was very high and above MCL in a groundwater sample mandates that all lots where people will live need rad testing of the

their soil. The new residents will come in contact with the soil on their property. It needs to be tested.

Response 22.10 The Uranium result does not just disappear as this responder would like it to. It was very high, way above MCL. Soil testing for Rocketydne rads and CL rad is required for public health and safety. Also, where there were soil gas hits, that groundwater needs testing as those hits are only a screen and signal that potentially the groundwater below these lots is contaminated. The future residents of these lots need disclosure.

Reponse 22.11: The soil was not tested. CL contaminants from the air and surface and groundwater pathways could have since 1965 potentially contaminated this property. No recent soil testing has been done to date. The groundwater testing did not test for all CL COC including but not limited to metals. As far as reported, there is no test for oil and grease contaminants in any test done to date.

Page 8-216 Response 22.12: All COC of the CL including rads need testing for. I will turn in the list.

Response 22.13: Considering the Hexavalent Chromium results from the 2015 sampling of western border deep well CA04 at 1800 ppb, these properties should be tested for it.

According to the 1990 Clement report, full Health Risk Assessment report, required by Los Angeles county for a similar area, "the groundwater at the Liberty Canyon property will be assumed to be continuous with the groundwater at the landfill "

It is imperative that all COC be tested for not just the VOCs which have been flared off for years. It is also imperative for public health and safety to drill wells and test underneath the properties where there were positive soil gas hits now.

Response 22.14: Retest and make it go away. Is that fair to the future residents in the area of SV2? Absolutely not! A well should test the groundwater for all COCs of the CL underneath both SV1 and SV 2 areas. The groundwater level- depth to-(Heschel borings in 2006) was at the most 28 feet. Now logs go down much deeper to hit groundwater after record 4 dry years. For public health and safety, both areas the groundwater must be tested.

Response 22.15: Now there has been 4 dry years. The water table-depth where it starts instead of 28 feet (Heschel borings) it is much lower. This is not normal. These new residents will be living on this property under normal conditions with the groundwater much higher than it is now.

What are the pathways?

1) **Contaminated air** from CL could have contaminated this property. CL received hundreds of thousands of tons of hazardous material since 1965.
2) The **underlying groundwater**, which is one and the same, with the CL groundwater (per Clement) could potentially after 50 years become contaminated. It could still happen as the hazards were dumped in dirt wells and/or put in drums which rust through with time. Contaminated groundwater can impact soil gas which goes up through foundations of the homes. Once again the soil gas testing showed hits of CL COCs. But we need new well testing this time of all COC of the CL underneath these 2 areas of positive hits. New soil testing is needed after this rainy season so that there will be more normal groundwater levels which will better match the conditions in the future homes.
3) **Surface water** bought through the pathway of Calabasas creek. This creek floods. Contaminants could have been in the huge pond that forms. That has never been tested, but the soil there should be tested for all CL COCs.

Page 8-219 Response 22.16: There are known sources. The underlying groundwater is considered the same as the groundwater under Cl. (Clement Report, 1990) A deep well CA04 recently has tested as having 1800 ppb of Hexavalent Chromium in it. Some 360 times what Erin Brockovich found at Hinkley. For public health and safety, this groundwater should be tested for Hexavalent Chromium and the other CL metals. Since Uranium was found at way over MCL, all Rocketdyne rads should be tested for too.

Page 8-220. Response 22.17 Groundwater samples for all CL COCs should be done below these soil gas hits. These positive soil gas hits are just a screen especially when there are abnormal levels of the groundwater table because of the 4 dry years. Groundwater sampling needs to occur below these lots for all CL COCs.
The potential and most logical source is the CL! The groundwater is continuous with the groundwater underneath the CL. The geology is fractured, that's why they closed it to hazardous materials. Before this closure, the hundreds of thousands of tons hazards were dumped there for some 20 years.

Response 22.18: These positive hits potentially demonstrate contamination of the groundwater underneath these residential units. The water level at 60 feet because of 4 dry years is not typical. By the time the homes are built, this groundwater level should be back to max of 28 ft as was the case during the Heschel testing. This brings this groundwater closer. Thus the soil gas if it picks up any contaminants in the groundwater will have the potential to permeate into the foundations of the new homes.

Page 8-220. Response 22.21: As time goes on, the likely hood the barrels of hazardous wastes and the wastes in the dirt wells will move. Light hydrocarbons found in the area in the late 1980s should be in the testing protocol.

Response 22-24: This is wrong. The potential pathways from CL are: ambient air, groundwater (same groundwater underneath CL as underneath the property per Clement report), and surface water. (Chesebro Creek).

Page 8-222: Response 22-25: One potential pathway is the Chesebro Creek which floods. For many years, the CL directly dumped its run-off into an unnamed creek (Clement) which goes into Chesebro Creek The pipe leading from the CL to this unnamed creek is nasty looking. The property itself experiences the Lake flooding. Pictures are now in the record. The results from this sample make the case that soil testing must be required for public health and safety.

Response 22.26: With time, the barrels will rust though and the hazardous materials can potentially move. The CL groundwater through fractured geology is continuous with the groundwater under the property. The Chesebro Creek is another pathway and it floods. The property itself has a lake formed in heavy rains. The Clement report is now 26 years old. I

Why not test? Why not test the soil? Agoura Hills plans to annex this property: Why not make sure that by now- some 60 years later- the property's soil, ambient air, and groundwater is free of CL COC;s and Rocketdyne rads?

Response 22.27: Phthalates should be tested for in the soil and groundwater. Phthalates were part of the hazardous wastes which were dumped in CL.

The Chesebro Creek is the recipient of "Storm water flow from the drains is directed to the natural drainage courses (the unnamed creek...)" Clement Associates, 1990) Submitted: CD the Landfill Outlet. The unnamed creek leads to Chesebro Creek which floods in heavy rains over this property.

The Clement Associates report is 25 years old. We need to know now from a full Health Risk Assessment if this property is safe for residents and is it a future liability for the citizens of Agoura Hills if Agoura Hills annexes it.

Response 22.28: Over the 60 years of hazardous waste storage, the run-off was allowed to go to the plume area goes into the unnamed creek and then flows to the Chesebro Creek is a potential pathway. Also, the fractured geology allowed the hazards to move into the offsite groundwater. The metals and phthalates could potentially be in the soil since this property floods.

Agoura Hills should not just be looking at volatile hazards if they want to assure that this will not be a liability if they annex it.

Response 22.29: Thousands of tons of petroleum wastes were dumped in the unlined section of the Calabasas Landfill. Soil gas testing is only a screening test. These positive soil gas results are an indicator of a potentially contaminated groundwater table.

It is now time for Agoura Hills to require new wells to be dug and test the groundwater beneath these positive soil gas hits and test for all COCs of CL.

Response 22.30: Agoura Hills needs to determine if there are rads in this creek area and what their level is. It would not be wise to annex this area if rads over MCL are found in the creek bed leading from the big pipe (picture on CD) which dumped Cl runoff into the unnamed creek which leads to Chesebro Creek.

Response 22.31: Testing of the soil of these new estate lots is in the interest of public health and safety. The Uranium in that particular groundwater sample is way above MCL was also found Is above MCL. These results demonstrate that the soil should be tested for all Rocketdyne rads since Rocketdyne sent loads of wastes there. At the time, radioactivity was not tested as the loads came in to the CL. How does this residential soil come into human contact? Here are some ways: grading, gardening, and going barefoot in the yard.

Response 22.32: In the future, one lab should perform all the rad testing. In the future, filtering should not be allowed in rad testing. It falsely lowers the results and fails to give a true picture of the sample as found in nature.

Response 22.33: and 34 It is an inadequate sampling if purging was not done. The sample would not represent the true picture of what's in the groundwater.

Response 22.35: Filtering rads lowers the true result. This result shows that there should be rad testing of the soil including all Rocketdyne rads. A full Health Risk Assessment needs to be done and it needs to include soil testing.

Response22.37. Additional groundwater testing is mandated in the areas which had the positive soil gas hits. Agoura Hills needs to do a full Health Risk Assessment which should include all CL COCs and in all media including but not limited to soil and air.

Agoura Hills should not consider annexing this property because of future liability until this full Health Risk Assessment is done.

Response 22.38:The pathway is from the CL run-off dumped to the unnamed creek then to Calabasas Creek which floods. Also, there is a new artesian situation happening in a well near this creek area. Contaminated groundwater from CL (fractured bedrock, breach offsite occurred that's why it was closed to hazardous wastes) has the potential to come up under pressure, and or in the springs that are on the property.

Soil gas analysis is a screen. It showed positive hits and that's where the new wells should be put to test the groundwater under these lots.

Response 22.39: The City of Agoura Hills needs to know that the property and the groundwater under it is safe. If CL contaminants are in the groundwater beneath this property, then Agoura Hills should not annex it. Enclosed is a list of CL COCs for Barrier 5 which is the western border. This list includes 2 metal, 10 rads, Perchlorate, and 1,4 Dioxane. .The soil gas analysis positive hits demonstrated that under those lots groundwater testing should be done. There is another problem in that the groundwater level is at record low levels. It will rise with a normal rainy season. There could be other volatile contaminants in the groundwater under these lots which could get into the soil gas which goes into the home foundations.

Page 8-226, Response 22.40: This is great news! Because this means that a full Health Risk Assessment for all media will be done to protect public health and safety and to determine if there is a liability if Agoura Hills annexes this property.

Response 22.41: The CL has for some 40 years of flaring off the VOCs. It's the Cl that lies less than a mile from this property that is a source of air pollution.

Page 8-227, Response 22.44: We don't know the levels of the rads in shallow soil on the property. We need to test for this. The soil gas tests showed that there is a potential contamination problem/s in the groundwater below those lots. There now needs to be testing of this groundwater for all CL COCs in the interest of public health and safety. Agoura Hills needs to know if this area of the property which is closer to the creek and/or a run-off area had contaminated groundwater underneath it.

The paragraph that starts with: The comment that this site was used to dispose of "hundreds of thousands of (tons) liquid and solid hazardous wastes" : THIS COMMENT IS ABOUT THE CALABASAS LANDFILL. Please correct the text if my letter left this out. Thanks!

Page 8-228. Response 22.45: The rest of Agoura Hills is not within less than one mile from the Calabasas Landfill and the CL pathways whether ambient air, surface water

and/or groundwater. Agoura Hills needs to know what's in the groundwater beneath the property that they are planning to annex. Will it be a liability for Agoura Hills taxpayers? Or can Los Angeles County better deal with past, present, and/or future CL contamination which is not contained. There is no lining. There is fractured geology. There are watersheds that lead from the landfill. There is CL deep groundwater that is continuous with the groundwater under this property.

Response22.46. The Heschel EIR had a list of the contaminants under those LUST sites. This same deep groundwater table potentially is continuous with the property. Once the contaminants get into the deep groundwater, they don't necessarily flow away from the property. These gas stations are old so before cleanup, the petroleum contaminants had a chance to move far.

Response 22.47: Back in 1989, L.A. County did not require that the CL perform/pay for the ambient air quality analysis in the Clement Assessment report for the Liberty Canyon Property. It was all part of the Health Risk Assessment paid for by the developer Let's look at what potentially can pose a health risk for the future residents here: contaminated soil, contaminated ambient air, soil gas from contaminated ground water beneath the estates. Agoura Hills needs to not annex a property which might be a liability so adequate testing of the groundwater is warranted. To be adequate testing, the groundwater must be tested for all CL COCs including Rocketdyne rads.

Response 22.48: Soil testing is necessary because of human contact from inhalation of the dust from grading, and direct contact from gardening and walking barefoot outside.

Page 8-229: Response 22.49: Because of possible liability, Agoura Hills should not annex this property if its groundwater is contaminated with CL COC's. That's the reason why absolutely this testing is necessary.

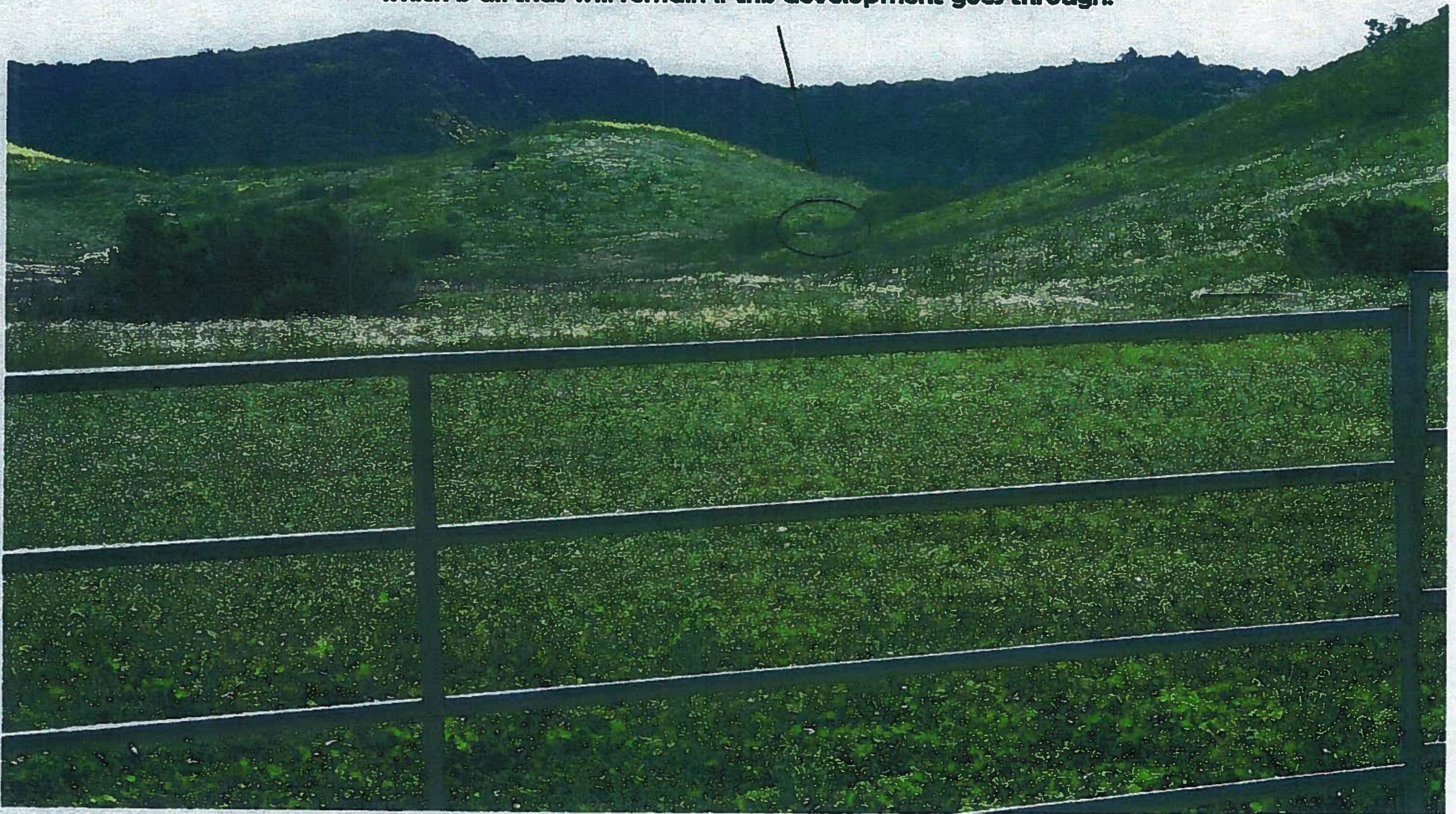
Response 22.50: Hexavalent Chromium needs to be tested for because of the 2015 testing of CA 04 deep well (map submitted) on the western side which has a level of 1800 ppb Hex Chrom. That's 360 times what Erin Brockovich found in Hinckley.

Mary Wiesbrock, Chair
State of Cal. Clinical Laboratory Scientist

Backyard Lake

10981

Here is a deer using Chesebro Meadow to pass to the area that will soon have a wildlife bridge over the freeway rather than using the craggy peaks or County dump, which is all that will remain if this development goes through.



Correspondence
Received 8-20-15

Agoura Equestrian Estates Item

Allison Cook

From:	Beck, Melanie [melanie_beck@nps.gov]
Sent:	Thursday, August 20, 2015 12:43 PM
To:	Allison Cook
Cc:	David Szymanski; Christy Brigham; Joseph T. Edmiston, FAICP; Paul Edelman; Craig Holmquist; Goode, Suzanne@Parks; Clark Stevens; Rosi Dagit
Subject:	NPS Comments - Agoura Equestrian Estates FEIR
Attachments:	1_NPS_Cmts_AgEquesEst_FEIR_Aug19_2015_signed_attachmt.PDF

Hi Allison -

Please see attached comment letter from NPS. Would you please forward these comments to the Planning Commissioners?

Please let me know if you have any questions.

Thank you!

- Melanie

Melanie Beck, Outdoor Recreation Planner
Santa Monica Mountains National Recreation Area
National Park Service
401 W. Hillcrest Dr.
Thousand Oaks, CA 91360
(805) 370-2346 voice
(805) 370-1850 fax
melanie_beck@nps.gov

United States Department of the Interior

NATIONAL PARK SERVICE
Santa Monica Mountains National Recreation Area
401 West Hillcrest Drive
Thousand Oaks, California 91360-4207

In reply refer to:
L76 (SAMO) / Liberty Canyon

August 20, 2015

City of Agoura Hills Planning Commission
30001 Ladyface Court
Agoura Hills, CA 91301

Dear Commissioners:

The National Park Service (NPS) has reviewed the Final Environmental Impact Report (FEIR) for the proposed Agoura Equestrian Estates. The preferred alternative remains the same as in the Draft EIR (DEIR): a proposed subdivision of approximately 71 acres into 15 single family residential lots covering 22 acres and two open space lots. The open space lots are APN 2052-010-270 on the northwest side of Chesebro Road, and a 49-acre lot along the northeastern and eastern sides of the property. The project site is east of Chesebro Road north of Highway 101. The project includes two phases. Phase 1 includes the subdivision, grading of lot 1, and construction of private road, drainage and basins, and utilities. Phase 1 also includes relocation and construction of an existing multi-use informal trail running through the northeastern and eastern areas of the property. Phase 2 would be the single family residence construction and landscaping of the 15 lots, each of which would require an individual permitting process.

The FEIR includes several revisions of text and mitigation measures that strive to reduce impacts to park biological, scenic, and recreational impacts, as well as to address long-term park management issues with off-site fuel modification. NPS finds the FEIR fails to adequately address impacts to open space resources including: off-site fuel modification, visual impacts, sensitive plants and habitat. Given the sensitivity of the site's location within the wildlife corridor, it would be maximally beneficial to resources and recreation in the area if the project proponents could find an alternative that both allows for home construction while addressing the issues outlined above.

<u>Off-site Fuel Modification</u>

The adjacent park property, Liberty Canyon, is owned by MRCA and managed through a cooperative management agreement by NPS. NPS continues to request the project be designed to keep the 200-foot fuel modification zone within the development footprint, as we recommended in the NOP and DEIR review. We find the FEIR remains flawed in not providing an alternative that keeps all of Zones A, B, and C within the development. The FEIR retains the DEIR's preferred alternative configuration that would cause the 200-foot zone for Lots 1, 15, 14, and 13 to extend into adjacent park land. The FEIR addresses the off-site fuel modification on park land by prescribing Mitigation Measure (MM) (BIO-3(a) Fuel

Modification Plan, pg. ES-12). MM BIO-3(a) conditions the project to set back habitable structures 50 feet from the back edge of lots 6-15 so that all of Zone A would be included within the lot. Regarding the remaining extent of Zones B and C that would extend into park land, the FEIR states on Page 4.2-12:

> "Any off-site vegetation that needs to be addressed is the responsibility of the Fire Department's Brush Clearance Program, which for developed properties is implemented by the regional fire station. If off-site fuel management is required, the terms and requirements are negotiated with the property owner, surrounding landowners, and public agencies on a case by case basis. Alternative methods (i.e., fire walls, Fuel Management Plan) may be required or allowed by the regional fire stations as part of the Brush Clearance Program (LACFD, 2015)."

NPS finds the FEIR conditions unsatisfactory and incompatible with regional and local planning policy for reviewing development proposals adjacent to park land. The conditions pass responsibility for native habitat impacts and hazardous fuels management from the city and project applicant to LACFD, future lot owners, and adjacent park land managers. NPS and park partner agencies in SMMNRA acquire park land for the general public with the understanding that these lands are for native habitat protection and public recreation.

New development that is parkland adjacent must meet the dual mandates of providing for public and fire fighter safety while simultaneously protecting natural and cultural resources that have been set aside for public enjoyment. Creating a subdivision that would extend the fuel modification zone into the public land fails to meet these dual mandates and will either result in resource degradation or endangerment of people and property. Both of these outcomes are unacceptable and should be avoided through the planning process. Planning policy in the Santa Monica Mountains has evolved to address habitat impacts and management conflicts that arise from placing development too close to park boundaries. The following policies are present in current planning documents.

- Santa Monica Mountains LCP (October, 2014) Policy SN-26: New development adjacent to public parkland shall be sited at least 200 feet from all parkland, where feasible, and designed to ensure that all required fuel modification is located within the project site boundaries and no brush clearance is required within the public parkland. New development that requires unavoidable brush clearance in parklands shall only be approved to allow a reasonable economic use, brush clearance shall be minimized to the maximum extent feasible, and all resource impacts shall be fully mitigated.

- Malibu LCP, LUP (September, 2002) Policy 4.47: Development adjacent to parkland shall be sited and designed to allow all required fire-preventive brush clearance to be located outside park boundaries, unless no alternative feasible building site exists on the project site. A natural vegetation buffer of sufficient size should be maintained between the necessary fuel modification area and the public parkland, where feasible.

- Ventura County Coastal Area Plan (as of update November, 2001, updated in 2008) Policy D(9): Except within the Solromar "Existing Community", all development

proposals located within 1,000 feet of publicly owned park lands shall be sited and designed to mitigate potential adverse visual impacts upon park lands. Appropriate mitigation measures include additional landscaping, use of natural materials, low building profile, earth tone colors, and the like. Development shall not be sited within 500 feet of a park boundary unless no alternative siting on the property is possible consistent with the policies of this Coastal Area Plan.

- Santa Monica Mountains North Area Plan (October, 2000) Policy III-6: Require that new development avoid or mitigate impacts, and not export the impacts to surrounding jurisdictions. In reviewing development projects, consider the adopted long-term goals, objectives, policies, and standards of affected jurisdictions, as well as their environmental thresholds in determining appropriate mitigation for the impacts that will be created outside of the jurisdiction reviewing the project. In adopting statements of overriding considerations, ensure that the benefits of a development project outweigh the adverse impacts within each of the jurisdictions that will experience such adverse impacts.

- Thousand Oaks has designed recent subdivisions, such as Dos Vientos, to include open space lots owned by a homeowners association to act as a 100-foot buffer between development and protected open space deeded to COSCA—a good model for the proposed project.

To address NPS concerns, we suggest a revised subdivision configuration that keeps the 200-foot fuel modification zone within the private property.

<u>Filaree Mitigation</u>

NPS appreciates the effort made in new MM BIO-2(c) in the FEIR to avoid impacts to the round-leafed filaree. The FEIR, however, states that MM BIO-2(a) and 2(b) would provide adequate mitigation for potential impacts to sensitive species, including the filaree. MM BIO-2(b) prescribes an onsite or offsite Restoration Plan or an offsite Preservation Plan. The Restoration Plan would use seed collected from the existing population, use it to seed a new population, and then monitor the effort for five years. There is also the option to pay an in-lieu fee for the lost population. The Preservation Plan calls for protecting an existing off-site population that is twice the size of the existing population.

NPS respectfully suggests that it is currently unknown whether the proposed mitigation and restoration plans for the filaree would be successful. No published literature to date indicates whether such a project would be successful for this species. Given the uncertainty associated with the feasibility of the proposed mitigation and restoration plan either avoidance of the filaree within the project design or some sort of project level insurance or bond to protect existing populations should the proposed mitigation fail would more adequately address the potential impacts to this species.

The FEIR's new MM BIO-2(c) prescribes a 50-foot buffer from development. The population would be fenced, any required fuel modification would be performed by hand to a height of 3 inches, and would be prohibited February 1st through May 30th. Weeding may be done by a qualified biologist. These protection measures are welcomed and set a framework for preserving the existing population. NPS remains concerned that these instructions may be difficult to enforce annually, and in perpetuity.

NPS finds that MM BIO-2(c), as an avoidance-oriented mitigation measure, would be more effective in protecting this population than the loss-and-replacement-oriented MM BIO-2(b)'s Restoration Plan or Preservation Plan.

Edge Effects and Liberty Canyon Wildlife Corridor

The FEIR correctly references the wildlife corridor mapping reports, while also noting the Agoura Hills General Plan excludes this parcel from the wildlife corridor. Overall, the property remains within the broadly recognized corridor, and while the area documented by NPS to have more wildlife presence is within the proposed Lot 17 open space, it is difficult to ascertain whether the proposed development will have negative edge effects on wildlife that cannot be adequately mitigated. Given the critical importance of this landscape connection across the 101 freeway, even possibly impacting the quality of the wildlife connection in this area remains a significant concern.

NPS appreciates the FEIR's new wildlife-friendly fencing provision (MM BIO-1(f)) and the domestic animal education condition, MM BIO-1(e). The domestic animal education condition requires, as part of Phase 1, the developer/applicant to prepare a public education campaign for future residents of the project site regarding domestic pet impacts on wildlife, wildlife predation on pets, and horsekeeping BMPs. Education is a laudable, welcomed first step. However, the condition would be difficult to enforce and its effectiveness difficult to measure in spite of directives to submit an annual report to the city. Impacts on wildlife would not necessarily be reduced to a less-than-significant level if homeowners do not all cooperate.

Visual Impacts to Santa Monica Mountains National Recreation Area Entrance into Simi Hills

NPS finds that The FEIR's response to NPS Aesthetics comments do not adequately address potential visual impacts to this area which is a gateway to parkland. Project conditions that address impacts to scenic viewsheds such as home height restrictions or home siting restrictions do not appear to have been considered. Such conditions would more adequately protect the scenic quality of the area.

On Page 4.1-3, the FEIR lists the following policies from the Agoura Hills General Plan that address Visual Resources in the Natural Resources element.

- Goal NR-2: Visual Resources. Preservation of significant visual resources as important quality of life amenities for residents, and as assets for commerce, recreation, and tourism.

- Policy NR-2.1 Maintenance of Natural Topography. Require development to be located and designed to maintain the visual quality of hills, ridgelines, canyons, significant rock outcroppings, and open space areas surrounding the City and locate and design buildings to minimize alteration of natural topography.

- Policy NR-2.2 Trails, Recreation Areas, and Viewing Areas. Provide public trails, recreation areas, and viewing areas near significant visual resources, where appropriate.

NPS finds preservation of views along Chesebro Road, heralded by an outstandingly scenic valley oak, would be consistent with all these goals, and Goal NR-2, in particular.

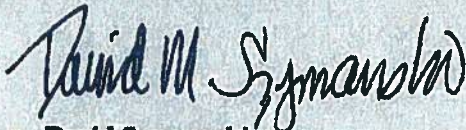
The NPS's 2003 Santa Monica Mountains National Recreation Area General Management Plan (GMP) designates the full Liberty Canyon property as a "Low Intensity Area," with a land management prescription as follows:

> "Emphasis would be on natural and cultural resource preservation and a sense of being immersed in a natural and wild landscape away from the comforts and conveniences of 'civilization.' The sights and sounds of nature in this area would be more prevalent than that of humans. There would be no overnight uses. Hiking, biking, and horseback riding would only be on designated trails." (Figure 4: The Plan)

While the city's General Plan may not designate Chesebro Road as a scenic route, NPS's GMP does designate this area for protecting its natural and wild landscape views as seen from Chesebro Road. NPS, as an adjacent jurisdiction of value to the city's residents and thousands of others who visit the Simi Hills via Chesebro Road, asks the city to consider this neighboring park setting as worthy of protection by reconfiguring the proposed subdivision to retain the open view toward Tree No. 4.

Thank you for the opportunity to comment and for considering NPS's concerns regarding development of this critical parcel within the Liberty Canyon Wildlife Corridor. If you have questions, please call Melanie Beck at (805)370-2346 or e-mail at melanie_beck@nps.gov.

Sincerely,



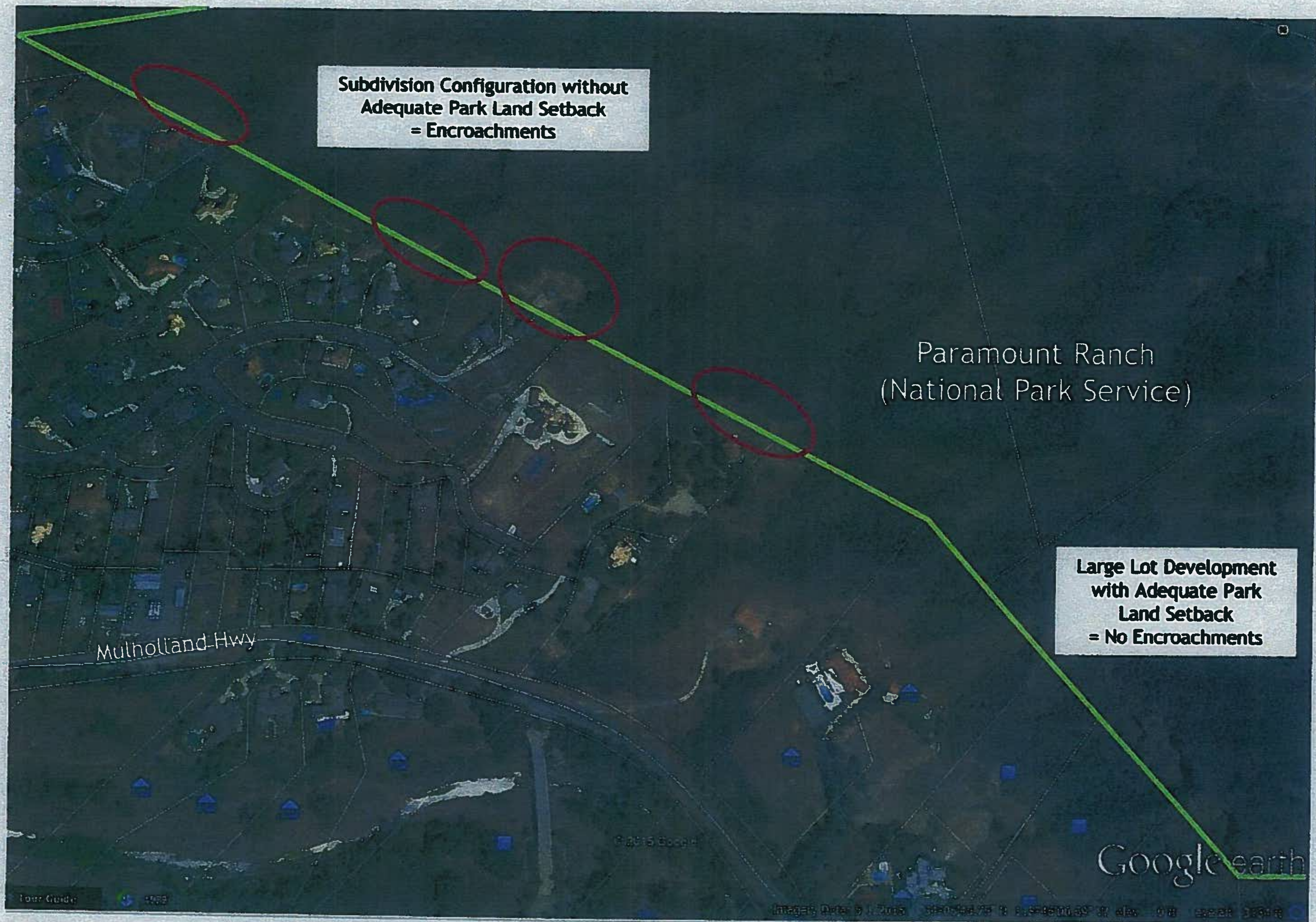
David Szymanski
Superintendent

cc: Allison Cook, Principal Planner/Environmental Analyst, City of Agoura Hills
Joe Edmiston, Executive Director, Santa Monica Mountains Conservancy
Craig Sap, Superintendent, Angeles District, State Department of Parks and Recreation

Clark Stevens, District Manager, Resource Conservation District of the Santa Monica Mountains

Enclosures

NPS Figure 1. Paramount Ranch Boundary with Neighborhoods North of Mulholland Highway



NPS Figure 1. Paramount Ranch Boundary with Neighborhoods North of Mulholland Highway

August 19, 2015

State of California • Natural Resources Agency
Department of Conservation
Division of Oil, Gas, and Geothermal Resources – District 1
5816 Corporate Avenue • Suite 100
Cypress, CA 90630
(714) 816-6847 • FAX (714) 816-6853

Edmund G. Brown Jr., Governor

CITY OF AGOURA
2015 AUG 20 PM 2:
CITY CLERK

August 18, 2015

Ms. Allison Cook
Assistant Planning Director
City of Agoura Hills Planning and Community Development Department
30001 Ladyface Court
Agoura Hills, CA 91310

Dear Ms. Cook:

Agoura Equestrian Estates Project
SCH #2014061063

The Department of Conservation's (Department) Division of Oil, Gas, and Geothermal Resources (Division) has reviewed the above referenced project. The Division supervises the drilling, maintenance, and plugging and abandonment of oil, gas, and geothermal wells in California. The Division understands that the final Environmental Impact Report and Mitigation Monitoring Reporting Program have been prepared and that at a public hearing which is scheduled for August 20, 2015, the City of Agoura Hills Planning Commission will make a recommendation to the Agoura Hills City Council regarding the project. The Division offers the following comments for your consideration.

Based on information provided to the Division by the City of Agoura Hills, the project area is not within an oil field. Existing well records indicate that one abandoned oil well, F. G. Anderson "Mabel" 1, (037-05119) is approximately 350 feet north of the project boundary. The well's mapped location is along the eastern boundary of the annexation area which is to remain in its current state with no development proposed. The location of the well is shown on the attached figure. Division information can be found at: www.conservation.ca.gov. Individual well records are available on the Division's web site or by making an appointment with our Records Clerk.

Preliminary project documents indicate that no habitable structure will be constructed over the well location. However, if any structure is to be located over or in close proximity of any active, idle, or previously plugged and abandoned well, the well may need to be plugged to current Division specifications. Section 3208.1 of the Public Resources Code authorizes the State Oil and Gas Supervisor to order the reabandonment of any previously plugged and abandoned well when construction of any structure over or in close proximity of the well could result in a hazard. The cost of reabandonment operations is the responsibility of the owner of the property upon which the structure will be located.

If any wells, including any plugged, abandoned or unrecorded wells, are damaged or uncovered during excavation or grading, remedial plugging operations may be required. If such damage or discovery occurs, the Division's district office must be contacted to obtain information on the requirements and approval to perform remedial operations.

The possibility for future problems from oil and gas wells that have been plugged and abandoned, or reabandoned, to the Division's current specifications are remote. However, the Division suggests that a diligent effort be made to avoid building over any plugged and abandoned well.

If you have any questions, please contact Kathleen Andrews at (714) 816-6847 or via email at Kathleen.Andrews@conservation.ca.gov.

Sincerely,

Kenneth Carlson
Environmental and Facilities Unit Supervisor

Attachment: Well Location Map

cc: DOGGR – HQ, Rob Habel
Environmental CEQA File

Imagery provided by ESRI and its licensors © 2014.

Well Location Map

CITY OF AGOURA HILLS
PLANNING DEPARTMENT

DATE: AUGUST 20, 2015

TO: PLANNING COMMISSION

FROM: ALLISON COOK, ASSISTANT PLANNING DIRECTOR

SUBJECT: E-MAIL CORRESPONDENCE FROM JESS THOMAS – AGOURA EQUESTRIAN ESTATES PROJECT ITEM

Attached is a copy of an e-mail received today from Jess Thomas describing and showing (see photos) a toad that is indicated to be living on a lot near the proposed Agoura Equestrian Estates Project site. Mr. Thomas suggests that the toad is a Western spadefoot.

The Western spade foot is listed in Table 4.2-2 of the Final EIR as "not expected" to be occurring on the project site. Upon receiving this e-mail, City staff requested that the EIR biologists from Rincon Associates, Inc., review the photos. The Rincon biologists, including a herpetologist, believe that the very white dorsal stripe confirms that the species is not a spadefoot, but likely a Western toad. Other characteristics that support this conclusion are the pupils, mottling on the back, and the lack of a rear "spadefoot" foot. Spadefoot toads have a diamond shaped foot with webbing in between the toes so they can bury themselves. The photos show an open toe/claw, not webbing or a "spade."

Attached are two photos provided by Rincon biologists showing the Western toad and the Western spadefoot toad, for comparison.

Allison Cook

From:	Jess Thomas [fixequip@yahoo.com]
Sent:	Thursday, August 20, 2015 11:30 AM
To:	Erinn Wilson; Allison Cook
Subject:	Fw: Toad
Attachments:	photo 1.JPG; photo 2.JPG; photo 3.JPG

Hi Allison,

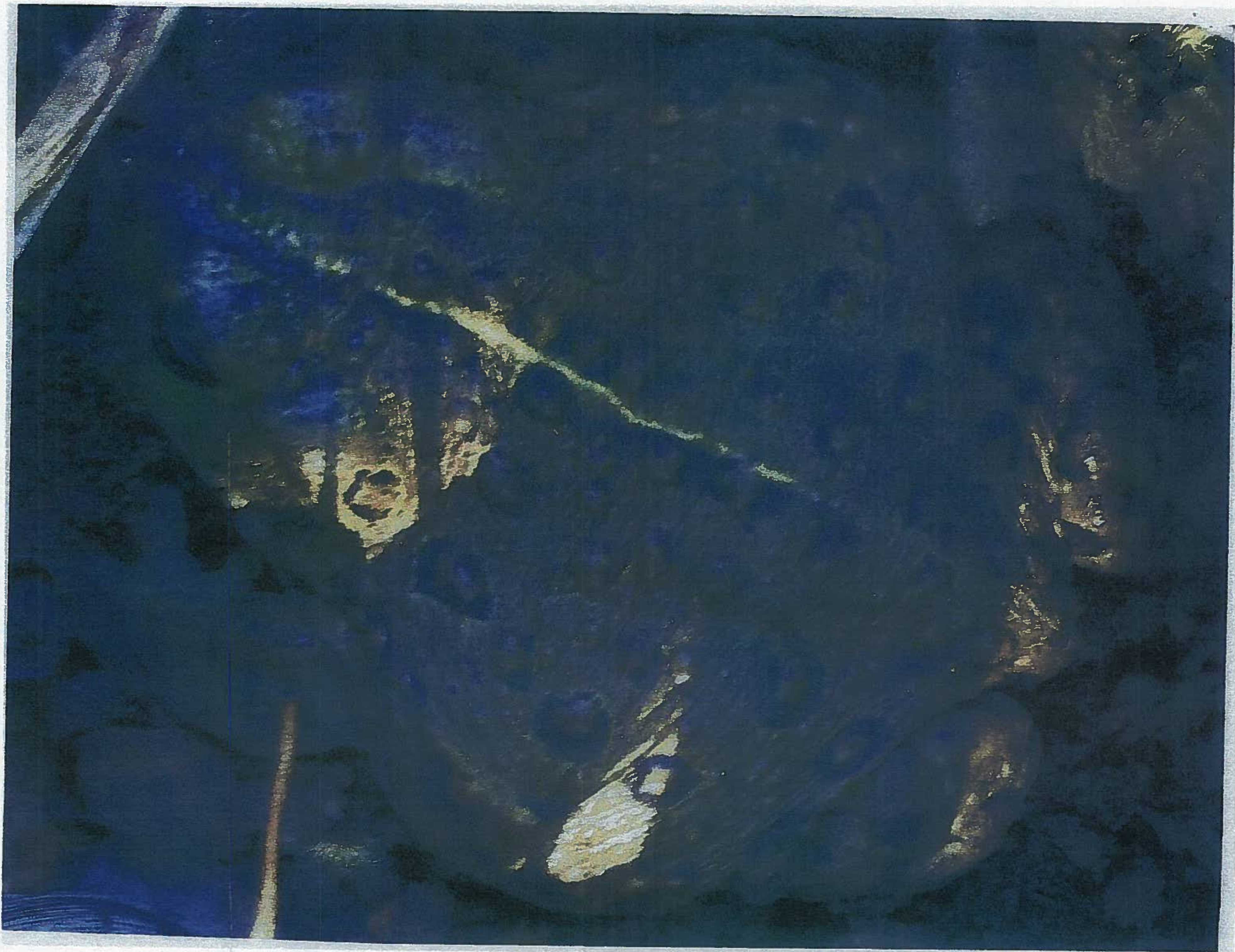
The attached pictures are the Western spade foot toad now living in a irrigated iris patch in one of the homes on the other side of the wall shown in the old picture of the vernal pond. There were many of these, along with hundreds of frogs and common Bufo species toads in the pond breeding.

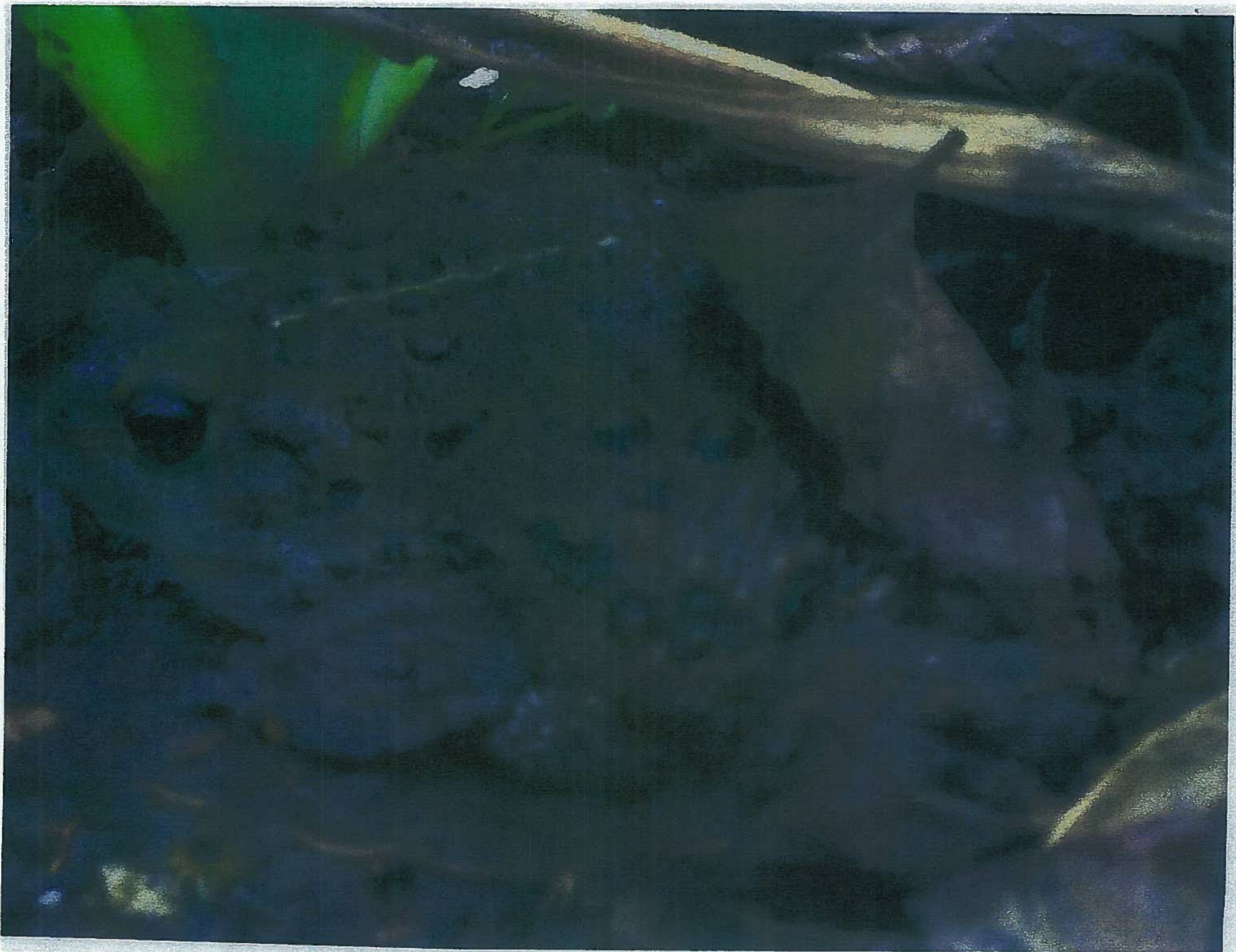
Please include these pictures with my comment that was submitted yesterday.
I'm not technically adept enough to have attached them with the comment.

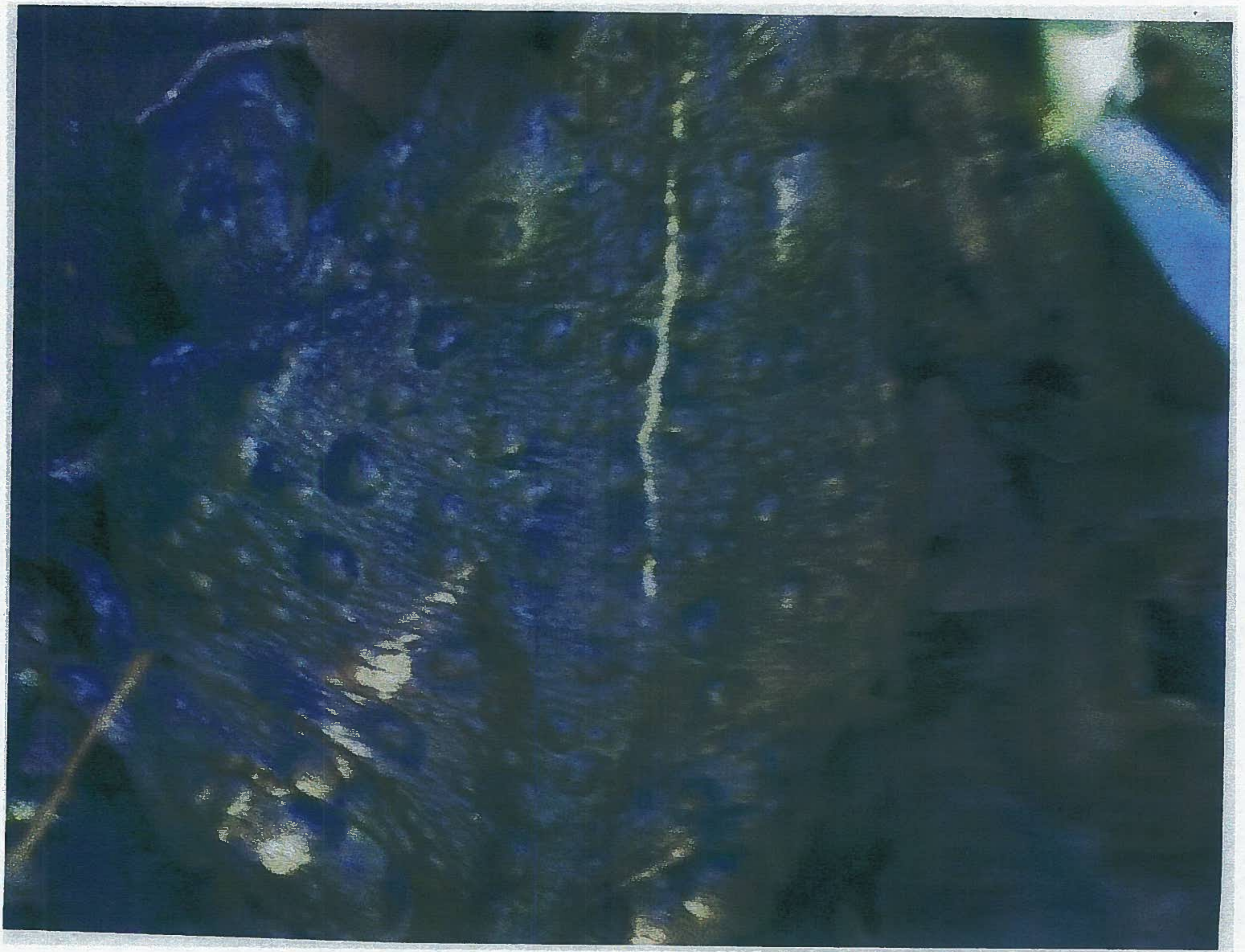
Thanks,

Jess

Sent from my iPhone







WESTERN SPADEFOOT TOAD
(Spea hammondii)

Key Characteristics (SUL = 3.8-6.3cm)

- Diagnostic wedge-shaped "spade" on hind feet
- Vertical pupils
- Indistinct paratoid glands

The spade on the heel of a hind foot

Adults use primarily upland habitats with sandy and gravelly substrates. Adults will burrow hind end first and will remain underground until the following rainy season when they will emerge to breed.

Extant

From historical records

WESTERN TOAD

(Anaxyrus boreas)

Key Characteristics (SUL = 5.1-12.7cm)

- Paratoid glands and warts conspicuous
- White Mid-dorsal stripe (may be absent in metamorphs)
- Tarsal fold present
- Some pigment present on ventral surface

Photo by Michael Tom

Tarsal fold on an adult

Adults utilize streams and springs, grassland, woodland and montane forest. Use rodent burrows as shelter in upland habitats.

A metamorph lacking a mid-dorsal stripe

Extant

From historical records

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Dec 18, 2013

Dear Agoura Hills City Council:

Save Open Space requests that our geologist have input on the placement of the well on the 71 acre Chesebro Meadow property. Our geologist will need sufficient time to review existing maps to make this determination.

Thank you for your kind attention.

Sincerely,

Mary Wiesbrock

Mary Wiesbrock, Chair

2013 DEC 18 AM 11: 15
CITY CLERK

Table 3-2: Liquid and Hazardous Waste Materials Received at the Calabasas Landfill Between July 1, 1972 to July 31, 1980

	1972	1973	1974	1975	1976	1977	1978	1979	1980	Total
	QUANTITY IN TONS									
Liquid Wastes										
TOTAL GROUP 1 LIQUID WASTES [1]	1,882	7,608	14,458	22,427	26,597	30,238	49,139	66,763	40,956	260,068
TOTAL GROUP 2 LIQUID WASTES [2]	13,344	18,556	17,844	15,125	13,058	11741	10581	10,596	11,292	122,137
TOTAL LIQUID WASTES	15,226	26,164	32,302	37,552	39,655	41979	59,720	77,359	52,248	382,205
Solid Wastes										
TOTAL GROUP 1 SOLID WASTES [1]	-	-	-	536	211	367	1,698	965	867	4,643

Source: Sanitation Districts of Los Angeles County.

[1] Group 1 wastes consisted of: acid solutions, alkaline solutions, pesticides, solvents, tetra-ethyl lead sludge, chemical toilet wastes, hazardous tank bottom sediments, oily wastes, contaminated soil and sand, cyanides, brine, and other hazardous wastes.

[2] Group 2 wastes consisted of: paint sludge, drilling mud, cannery wastes, latex wastes, mud and water, nonhazardous tank bottom sediments, and other nonhazardous wastes.

NOTE: Liquid and Hazardous waste tonnages for 1965 to 1972 are not available. This waste was not differentiated from the remainder of accepted waste for that period.

TABLE 10-6
LIQUID WASTE DISPOSED OF AT THE CALABASAS LANDFILL
(July 1, 1972 to July 31, 1980)

TYPE OF LIQUID WASTE	*1972*	*1973*	*1974*	*1975*	*1976*	*1977*	*1978*	*1979*	*1980*	*TOTAL*
CLASS 1 - HAZARDOUS	QUANTITY IN TONS									
Acid Solution	1,846	5,626	3,709	5,460	9,755	10,092	27,799	41,397	19,772	125,456
Alkaline Solution	24	1,927	4,216	6,042	8,671	4,463	8,857	10,771	4,374	49,345
Pesticides	*	*	191	346	257	201	420	352	273	2,040
Solvents	*	*	127	334	525	681	1,149	1,438	1,367	5,621
Tetra-ethyl Lead Sludge	*	*	18	8	4	<1	0	8	23	61
Chemical Toilet Wastes	*	*	42	22	0	<1	18	21	0	103
Hazardous Tank Bottom Sediments	*	*	512	881	202	215	1,071	1,326	2,447	6,652
Oily Wastes	*	*	2,352	3,378	4,529	5,792	2,879	4,162	4,000	27,092
Contaminated Soil and Sand	*	*	-	14	3	47	180	67	91	402
Cyanides	3	39	170	24	4	106	0	*	*	346
Brine	9	-	3	85	0	23	1,574	302	761	2,757
Other Hazardous Wastes	-	16	3,118	5,833	2,647	8,618	5,192	6,921	7,848	40,193
TOTAL HAZARDOUS LIQUID WASTES	1,882	7,608	14,468	22,427	26,597	30,238	49,139	66,763	40,956	260,068
CLASS 2 - NON-HAZARDOUS	QUANTITY IN TONS									
Paint Sludge	551	1,889	1,085	1,577	2,262	2,500	2,849	2,596	616	15,925
Drilling Mud	755	1,425	367	135	4	14	5	63	253	3,021
Cannery Wastes	*	*	3,145	3,467	78	1,385	1,042	11	37	11,165
Latex Wastes	74	72	40	144	72	119	108	80	110	819
Mud and Water	1,371	3,903	3,799	3,076	2,421	3,421	3,067	6,054	7,087	34,199
Non-hazardous Tank Bottom Sediments	1,254	2,303	-	624	876	845	32	43	0	6,177
Other Non-hazardous Wastes	9,339	8,764	7,408	6,102	7,345	3,457	3,478	1,749	2,189	50,831
TOTAL NON-HAZARDOUS LIQUID WASTES	13,344	18,556	17,344	15,125	13,058	11,741	10,581	10,596	11,292	122,137
TOTAL LIQUID WASTES	*15,226*	*26,164*	*32,102*	*37,552*	*39,655*	*41,979*	*59,720*	*77,359*	*52,248*	*382,205*

Source: Sanitation Districts of Los Angeles County.
Note: * = waste type not accepted at the site
- = not recorded

Prior to 1972, waste deposition data was not segregated into types of waste. Total tons of refuse disposed of between September 1965 and July 1972 (including hazardous and nonhazardous) was approximately 1.76 million tons.

TABLE 10-7
SOLID HAZARDOUS WASTE DISPOSED OF AT THE CALABASAS LANDFILL
(July 1, 1972 to July 31, 1980)

CLASS I - HAZARDOUS SOLID WASTE	1972	1973	1974	1975	1976	1977	1978	1979	1980	TOTAL
	QUANTITY IN TONS									
Acid Solution	-	-	-	37	3	12	90	65	39	207
Alkaline Solution	-	-	-	17	0	25	94	64	21	221
Pesticides	-	-	-	146	3	5	150	20	11	1,034
Solvents	-	-	-	7	12	28	19	39	5	109
Tetra-Ethyl Lead Sludge	-	-	-	0	0	0	0	0	0	0
Chemical Toilet Wastes	-	-	-	0	0	0	0	0	0	0
Hazardous Tank Bottom Sediments	-	-	-	13	0	0	0	2	30	44
Oily Wastes	-	-	-	0	9	20	13	26	68	136
Contaminated Soil and Sand	-	-	-	88	15	37	28	1	263	431
Cyanides	-	-	-	0	0	0	0	0	0	0
Brine	-	-	-	0	0	0	0	0	0	0
Other Hazardous Wastes	-	-	-	227	170	241	644	749	430	2,461
TOTAL HAZARDOUS SOLID WASTES	-	-	-	*536*	*211*	*367*	*1,090*	*965*	*867*	*4,643*

Source: Sanitation Districts of Los Angeles County.
Note: - = not recorded
Prior to 1972, waste deposition data was not segregated into types of waste. Total tons of refuse disposed of between September 1965 and July 1972 (including hazardous and nonhazardous) was approximately 1.76 million tons.

Regulatory Process

Following the Sanitation Districts' submittal of this *Final Amended Report of Waste Discharge for Corrective Action Program and Engineering Feasibility Study, Calabasas Landfill* to the RWQCB, the RWQCB will issue a draft waste discharge requirements specifying the conditions for the corrective action program for the Calabasas Landfill. The draft waste discharge requirements will be sent to all interested and affected parties for review and comments, and will be considered at a regular RWQCB Board meeting. Once the RWQCB's Board adopts the draft waste discharge requirements, the requirements become an Order that has to be complied with and implemented by the Sanitation Districts for the Calabasas Landfill.

One condition proposed in the corrective action program is to continue monitoring groundwater quality at the site and evaluate any changes in groundwater quality

COUNTY OF LOS ANGELES
OFFICE OF THE COUNTY COUNSEL
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500 WEST TEMPLE STREET
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MARY C. WICKHAM
Interim County Counsel

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(213) 633-0901

August 18, 2015

Nicole Englund,
Planning Deputy, Third District
County of Los Angeles
821 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Re: Project Number 98-062-(3), Conditional Use Permit Number 98062-(3) (Heschel School)

Dear Nicole:

This letter responds to your inquiry regarding the status of the conditional use permit for Heschel School, identified as Project No. 98-062-(3)/ Conditional Use Permit No. 98062-(3) ("CUP"). As explained below, under the terms of the CUP and Title 22 of the Los Angeles County Code ("Zoning Code"), that CUP expired as of November 19, 2013, and is no longer effective. Accordingly, any development on the site would require new entitlements.

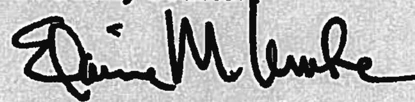
Condition No. 5 of the CUP provided that the CUP would "expire unless used within four years from the date of approval [November 18, 2008]", thereby making November 18, 2012, the original deadline for use of the CUP. That same condition allowed the permittee to seek a one-year extension, which it did. The Department of Regional Planning ("Regional Planning") of the County of Los Angeles ("County") approved the extension request, making November 18, 2013 the new deadline by which the CUP had to be "used." The applicant for the extension was advised of the new deadline. No further extensions were allowed under the CUP. Accordingly, the CUP was required to be used on or before November 18, 2013, or it would expire.

The Zoning Code defines "used" with respect to a CUP as "when construction or other development authorized by such permit has commenced that would be prohibited in the zone if no permit had been granted." Regional Planning advised that it is not aware of any such construction or other development authorized by the CUP having occurred on the relevant site on or before November 18, 2013. As such, the CUP expired by its terms and is no longer valid. After the County's approval of the CUP, the property at issue was sold which ultimately led to a dispute regarding who held ownership rights to the property. Regardless of that ownership dispute, however, it is clear that the CUP was never "used" as defined by the Zoning Code within the required time frame. Thus, as stated above, the CUP expired and is of no further force and effect.

I believe the above responds to your inquiry, but please advise if you need further information.

Very truly yours,

MARY C. WICKHAM
Interim County Counsel

By 

ELAINE M. LEMKE
Principal Deputy Counsel
Property Division

EML:al

State of California—The Natural Resources Agency

SANTA MONICA MOUNTAINS CONSERVANCY
Los Angeles River Center & Gardens
570 West Avenue Twenty-six, Suite 100
Los Angeles, California 90065
(323) 221-8900

Memorandum

To : The Conservancy
The Advisory Committee

Date: October 29, 2012

From : Joseph T. Edmiston, FAICP, Hon. ASLA, Executive Director

Subject: **Agenda Item 12Consideration of resolution authorizing a grant application to the Wildlife Conservation Board for the acquisition of Liberty Canyon wildlife corridor expansion parcels on the north and south side of the 101 Freeway, unincorporated Los Angeles County.**

Staff Recommendation: That the Conservancy adopt the attached resolution authorizing a grant application to the Wildlife Conservation Board for the acquisition of Liberty Canyon wildlife corridor expansion parcels on the north and south side of the 101 Freeway, unincorporated Los Angeles County.

Background: The Liberty Canyon cross-101-Freeway wildlife corridor is the most ecologically significant habitat linkage between the Santa Monica Mountains and the Simi Hills. No additional protected land has been added to this regional inter-mountain range wildlife corridor since approximately 2004 with the acquisition of the Abrams property on the south side of Agoura Road. The land acquisition program through 2004 created excellent conditions for a future freeway wildlife underpass and for clearly sub-optimal use of animal crossings using the Liberty Canyon Road freeway underpass. The current extent of public lands in the wildlife corridor on both sides of the 101 Freeway are shown on the attached figure.

Because a new wildlife tunnel may take many years to be funded, it makes great sense to expand the amount of protected land that works in concert with the existing Liberty Canyon Road underpass. Until earlier this year, as a compromise solution to ensure that animals could make their way from the south side of the Liberty Canyon Road underpass to public land located between Agoura Road and the freeway, park agencies worked with the City of Agoura Hills and the subject corner lot owner to provide for open and enhanced wildlife movement between the existing office building and the Caltrans freeway right-of-way. That property recently was foreclosed on leaving some uncertainty. The opportunity is ripe to acquire all or some of the undeveloped property surrounding this office building. Preservation of all five undeveloped parcels around the office building would provide exceptional connectivity both to the MRCA's Abram's property and to public open space on the southeast corner of Agoura Road and Liberty Canyon Road. The attached figure shows the APNs of the subject parcels.

There are also three important unprotected parcels on the north side of the freeway (APNs 2052-009-270, 2052-013-040 , and 2052-013-041) that, if acquired, each individually would add

to the capacity of the Liberty Canyon wildlife corridor to safely convey the maximum number of species and animals. The attached figure shows the locations of these parcels.

APN 2052-009-270 abuts the north side of the freeway in the southwest corner of the habitat linkage. Permanent protection of this large parcel would guarantee near-core habitat conditions down to the freeway. Such conditions increase the probability of more species and individuals using the corridor over decades. This parcel is currently subject to litigation.

APN 2052-013-040 is situated in close proximity to the Liberty Canyon Road underpass and contains a section of blueline stream. This small parcel provides both prime buffer to the underpass area and quality riparian habitat.

APN 2052-013-041 is situated in close proximity to the Liberty Canyon Road underpass and contains a section of blueline stream with riparian scrub. This large parcel provides both prime buffer to the underpass area and would protect the entire ridgeline on the eastside of the corridor.

Bond funds sources are dwindling and the ability to get funding from the Wildlife Conservation Board becomes more competitive each month. The importance of the Liberty Canyon wildlife corridor is well-documented by the National Park Service staffs' animal tracking studies. The value of the corridor to the 100,000 acres of protected land in the Santa Monica Mountains and the Simi Hills is clear.

If authorized, staff would begin working to identify a staff sponsor with the California Department of Fish and to prepare a Land Acquisition Evaluation, willing seller status, and Department of General Services approved appraisals, all requirements to receive funding from the Wildlife Conservation Board.

October 29, 2012; Agenda Item No. 12

Resolution No. 12-57

RESOLUTION OF THE SANTA MONICA MOUNTAINS CONSERVANCY AUTHORIZING A GRANT APPLICATION TO THE WILDLIFE CONSERVATION BOARD FOR THE ACQUISITION OF LIBERTY CANYON WILDLIFE CORRIDOR EXPANSION PARCELS ON THE NORTH AND SOUTH SIDE OF THE 101 FREEWAY, UNINCORPORATED LOS ANGELES COUNTY

WHEREAS, the Liberty Canyon wildlife corridor is included as part of the South Coast Wildlands Project's 15 most threatened wildlife corridors in the South Coast region; and

WHEREAS, the ecological viability of over 100,000 acres of protected public land is dependent on a fully functional and protected wildlife corridor; and

WHEREAS, the staff report dated October 29, 2012 further describes the project; and

WHEREAS, the proposed project is consistent with the Santa Monica Mountains Comprehensive Plan; and

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

Therefore Be It Resolved, That the Santa Monica Mountains Conservancy hereby:

1. FINDS that the proposed action is consistent with the Santa Monica Mountains Comprehensive Plan.

2. FINDS that the proposed action is categorically exempt from the provisions of the California Environmental Quality Act (CEQA).

3. ADOPTS the staff report and recommendation dated October 29, 2012.

4. AUTHORIZES a grant application to the Wildlife Conservation Board for the acquisition of Liberty Canyon wildlife corridor expansion parcels on the north and south side of the 101 Freeway.

5. FURTHER AUTHORIZES the Executive Director, or his assignee, to perform any and all acts necessary to carry out this resolution.

~ End of Resolution ~

I HEREBY CERTIFY that the foregoing resolution was adopted at a meeting of the Santa Monica Mountains Conservancy, regularly noticed and held according to law, on the 29th day of October, 2012 at Calabasas, California.

Dated:

____
Executive Director

STATE CAPITOL ROOM [illegible]
SACRAMENTO CA [illegible]
[illegible]
[illegible]

DISTRICT OFFICE
[illegible] OCEAN PARK BLVD STE [illegible]
SANTA MONICA CA [illegible]
[illegible]
[illegible]
[illegible]
[illegible]

California State Senate

SENATOR
FRAN PAVLEY
TWENTY THIRD SENATE DISTRICT

COMMITTEES
NATURAL RESOURCES & WATER
CHAIR
APPROPRIATIONS
ENERGY, UTILITIES & COMMUNICATIONS
ENVIRONMENTAL QUALITY
TRANSPORTATION & HOUSING

Agenda Item 12
SMMC
10/29/12

August 22, 2012

Joe Edmiston
Executive Director
Santa Monica Mountain Conservancy
570 West Avenue Twenty-Six, Suite 100
Los Angeles, CA 90065

Dear Mr. Edmiston,

Please accept my recommendation that the Mountain Recreation and Conservation Authority (MRCA) apply to the Wildlife Conservation Board for Proposition 117 funds on behalf of Save Open Space (SOS) Santa Monica Mountains for acquisition of the Chesebro Meadow Liberty Canyon Wildlife Corridor property. The funds should include acquisition of property north of the 101, contiguous to the Chesebro Canyon and south of the 101 with the recent foreclosure of the proposed office complex on the NW corner of Liberty Canyon and Agoura Road. The property is on the SOS list of acquisition priorities, but only government agencies are allowed to apply for these funds.

As you know, Proposition 117 funds are meant to provide for the preservation of wildlife through the acquisition of vital habitat. The South Coast Wildlands Project has classified Liberty Canyon as one of the 15 critical biological linkage sites for California mountain lions. The Liberty Canyon underpass is the only viable 101 freeway crossing for mountain lions for miles in either direction. In 2009, a mountain lion designated P-12 crossed at Liberty Canyon Road. He has subsequently fathered cubs, including the two most recent mountain lion births this month in the Santa Monica Mountains. However, there is DNA evidence of inbreeding, and more measures need to be taken in order to help these new cubs survive, and to introduce new genetic material into the species.

Acquiring this property would go a long way towards preserving our precious mountain lion population. Therefore, this acquisition would meet the requirements of Proposition 117 for acquisition funding and would be in line with the priorities of partner agencies in the Santa Monica Mountains National Recreation Area (SMMNRA). As Chair of the Natural Resources and Water Committee and as the Senator representing the Western Santa Monica Mountains, this is one of my highest priorities.

If you have any questions or would like to discuss this matter further, please contact me at (310)314-5214. Thank you for your consideration.

Sincerely,

Fran Pavley

Senator Fran Pavley, SD 23

CC: Paul Edelman, MRCA
Mary Wiesbrock, SOS

Las Virgenes Homeowners Federation, Inc.
Post Office Box 353, Agoura Hills, California 91301

"The voice and conscience of the Santa Monica Mountains since 1968"

October 10, 2012

Joe Edmiston
Executive Director, Santa Monica Mountains Conservancy
570 West Avenue Twenty-Six,
Suite 100
Los Angeles, CA 90065

Dear Mr. Edmiston,

The Las Virgenes Homeowners Federation (LVHF) voted unanimously to **support** Senator Fran Pavley's recommendation that the Mountains Recreation and Conservation Authority (MRCA) apply to the Wildlife Conservation Board for Proposition 117 funds to acquire the Chesebro Meadow Liberty Canyon Wildlife Corridor property.

Acquisition should include the property north of the 101, contiguous to Chesebro Canyon and south of the 101 with the recent foreclosure of the proposed office complex on the NW corner of Liberty Canyon and Agoura Road.

Acquisition is absolutely critical to protect vital habitat and provide linkage for the preservation of wildlife – and, as you know, Proposition 117 funds are meant to provide for exactly that.

The South Coast Wildlands Project has also classified Liberty Canyon as one of the 15 critical biological linkage sites for California mountain lions.

Purchasing and interlinking wildlife corridors particularly near freeways is an urgency – and the Liberty Canyon underpass is the only currently viable 101 freeway crossing for mountain lions, coyotes, bobcats and other species who need to move through our protected lands in the hope that genetic diversity can persist to ensure long term viability of each species. Increasing the corridor buffer area with these lands would also add momentum to the new wildlife-only tunnel proposed to be built west of Liberty Canyon.

Acquiring this property must be a priority. LVHF believes it is essential to put these most critical habitat linkage parcels into public parkland ownership and we heartily endorse the Senator's recommendation to respectfully request the MRCA to apply for Prop 117 funds.

The purchase is consistent with the MRCA's mission to ensure that the Santa Monica Mountains and adjoining mountain ranges persist as ecologically functioning, linked habitat blocs.

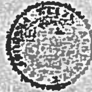
Sincerely and with best regards,

Kim Lamorie
President
LVHF

STATE CAPITOL
P.O. BOX 942849
SACRAMENTO, CA 94249-0041
(916) 319-2041
FAX (916) 319-2141

DISTRICT OFFICE
2800 28TH STREET, SUITE 105
SANTA MONICA, CA 90405
(818) 596-4141
(310) 450-0041
(805) 644-4141
FAX (310) 450-6090

Assembly
California Legislature



JULIA BROWNLEY
ASSEMBLYMEMBER, FORTY-FIRST DISTRICT
CHAIR, ASSEMBLY COMMITTEE ON EDUCATION

COMMITTEES
BUDGET
BUDGET SUBCOMMITTEE NO 2 ON
EDUCATION FINANCE
EDUCATION
HIGHER EDUCATION
JOINT LEGISLATIVE AUDIT
NATURAL RESOURCES

BOARDS AND COMMISSIONS
STATE ALLOCATION BOARD
COMMISSION ON THE STATUS OF WOMEN
SANTA MONICA BAY RESTORATION
COMMISSION
SANTA MONICA MOUNTAINS
CONSERVANCY

October 29, 2012

Joe Edmiston, Executive Director
Members of the Board and Advisory Committee
Santa Monica Mountains Conservancy
570 West Avenue 26, Suite 100
Los Angeles, CA 90065

Re: Agenda Item 12 – Liberty Canyon wildlife corridor acquisitions

Dear Mr. Edmiston, Board and Committee members:

I am pleased to write in strong support of an application to the Wildlife Conservation Board for Proposition 117 funds to acquire parcels needed for a critical wildlife crossing at the choke point of Liberty Canyon and Highway 101, and to do so on behalf of Save Open Space.

The land on both the north and south side of Highway 101 at Liberty Canyon has been under threat of development year after year. The opportunities to make acquisitions from willing sellers are rare. This project appears to remain on the SMMC Work Program, and constitutes the only viable crossing of the 101 for mountain lions and other large mammals for miles in either direction. The death of a lion just a year ago as it was forced to try and cross the 405 freeway was a pointed reminder of the very few options that lions have to expand their habitat in this urbanized area, and to avoid the inbreeding that may already be taking place.

I believe that this application precisely meets the intent of the voters in passing Proposition 117, and respectfully urge the Board and Advisory Committee to file the WCB application on behalf of SOS. Thank you for your most serious consideration.

Sincerely,

JULIA BROWNLEY
Assemblywoman, 41st District

Landfill

LOST HILLS RD

Liberty Canyon

2052009270

2052013041

2052013040

Wildlife Crossing

2064006018

2064006019

2064006016

2064006007

2064006006

VENTURA FRWY

101

AGOURA RD

Abrams

CHESEBRO RD

CANWOOD ST

PALO COMADO CANYON RD

DOROTHY DR

LEWIS RD

LAURA LA PLANTE DR

VIA AMISTOSA

CL MARGARITA

KNIGHT DR

Subject Properties

SMMC MRCA Property

Other Public Land

Agenda Item 12
SMMC
10/29/12

Subject: Development Agreement

From: Mary Wiesbrock (marywiesbrock@sbcglobal.net)

To: acook@ci.agoura-hills.ca.us;

Date: Thursday, August 20, 2015 10:59 AM

I am confirming that I came into city hall yesterday to pick up a copy of the Development Agreement for the Equine Estates Project and that you refused to provide it to me.

Mary Wiesbrock, Chair SOS

Allison Cook

From: Allison Cook
Sent: Thursday, August 20, 2015 12:35 PM
To: 'Mary Wiesbrock'
Subject: RE: Development Agreement

Hi Mary - I will confirm that I did not provide a copy of a development agreement to you yesterday, as a development agreement is not yet under consideration by the Planning Commission and City Council, and is still being drafted. Preliminary draft documents are exempt from disclosure under the Public Records Act pursuant to Government Code Section 6254(a). I will be happy to provide a copy of a proposed development agreement to you when a draft becomes finalized and is provided to staff for distribution prior to public hearing consideration by the Planning Commission and the City Council.

Allison Cook, AICP
Assistant Planning Director
City of Agoura Hills
30001 Ladyface Court
Agoura Hills, CA 91301
T 818-597-7310 F 818-597-7352

From: Mary Wiesbrock [mailto:marywiesbrock@sbcglobal.net]
Sent: Thursday, August 20, 2015 11:00 AM
To: Allison Cook
Subject: Development Agreement

I am confirming that I came into city hall yesterday to pick up a copy of the Development Agreement for the Equine Estates Project and that you refused to provide it to me.

Mary Wiesbrock, Chair SOS

STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE

(Vacant Land)

AIR Commercial Real Estate Association

June 18, 2013
(Date for Reference Purposes)

1. **Buyer.**

1.1 Equine Estates, LLC or its assignee, ("Buyer") hereby offers to purchase the real property, hereinafter described, from the owner thereof ("Seller") (collectively, the "Parties" or individually, a "Party"), through an escrow ("Escrow") to close ~~30~~ or 26 business days after the waiver or expiration of the Buyer's Contingencies (see Addendum), ("Expected Closing Date") to be held by Lawyer's Title Company ("Escrow Holder") whose address is 2751 Park View Court, Suite 241, Oxnard, California 93036, attention: Shirley Franks, Phone No. 805-484-2701 x275, Facsimile No. 805-278-1653 upon the terms and conditions set forth in this agreement ("Agreement"). Buyer shall have the right to assign Buyer's rights hereunder, but any such assignment shall not relieve Buyer of Buyer's obligations herein unless Seller expressly releases Buyer.

1.2 The term "Date of Agreement" as used herein shall be the date when by execution and delivery (as defined in paragraph 20.2) of this document or a subsequent counteroffer thereto, Buyer and Seller have reached agreement in writing whereby Seller agrees to sell, and Buyer agrees to purchase, the Property upon terms accepted by both Parties.

2. **Property.**

2.1 The real property ("Property") that is the subject of this offer consists of (insert a brief physical description) the property located east of the 101 Freeway and south of Chesebro in the Agoura Hills portion of the ~~is located in the City of~~ ______, County of Los Angeles, State of California, ~~is commonly known by the street address of~~ consisting of approximately 73 acres

and is legally described as: see Exhibit 1

(APN: ______).

2.2 If the legal description of the Property is not complete or is inaccurate, this Agreement shall not be invalid and the Parties shall cooperate with each other, acting promptly and in good faith, to have the legal description ~~shall be~~ completed or corrected. ~~to meet the requirements of~~ Lawyer's Title Company ("Title Company")~~, which shall issue the title policy hereinafter described.~~

2.3 The Property includes, at no additional cost to Buyer, the permanent improvements thereon, including those items which pursuant to applicable law are a part of the property, as well as the following items, if any, owned by Seller and at present located on the Property: ______ (collectively, the "Improvements").

2.4 Except as provided in Paragraph 2.3, the Purchase Price does not include Seller's personal property, furniture and furnishings, and ______ all of which shall be removed by Seller prior to Closing.

3. **Purchase Price.**

3.1 The purchase price ("Purchase Price") to be paid by Buyer to Seller for the Property shall be: ☑ $928,260.00, or ☐ (complete only if purchase price will be determined based on a per unit cost instead of a fixed price) $ ______ per unit. The unit used to determine the Purchase Price shall be: ☐ lot ☐ acre ☐ square foot ☐ other ______ prorating areas of less than a full unit. The number of units shall be based on a calculation of total area of the Property as certified to the Parties by a licensed surveyor in accordance with paragraph 9.1(g). However, the following rights of way and other areas will be excluded from such calculation: ______. The Purchase Price shall be payable as follows:

(a) Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all cash transaction, the Purchase Price): $928,260.00

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(Strike if not applicable)

~~(b) Amount of "New Loan" as defined in paragraph 5.1, if any:~~ $ ____________

~~(c) Buyer shall take title to the Property subject to and/or assume the following existing deed(s) of trust ("Existing Deed(s) of Trust") securing the existing promissory note(s) ("Existing Note(s)"):~~

~~(i) An Existing Note ("First Note"), with an unpaid principal balance as of the Closing of approximately:~~ $ ____________

~~Said First Note is payable at $ ____________ per month, including interest at the rate of ____________ % per annum until paid (and/or the entire unpaid balance is due on ____________).~~

(Strike if not applicable)

~~(ii) An Existing Note ("Second Note") with an unpaid principal balance as of the Closing of approximately:~~ $ ____________

~~Said Second Note is payable at $ ____________ per month, including interest at the rate of ____________ % per annum until paid (and/or the entire unpaid balance is due on ____________).~~

(Strike if not applicable)

~~(d) Buyer shall give Seller a deed of trust ("Purchase Money Deed of Trust") on the property, to secure the promissory note of Buyer to Seller described in paragraph 6 ("Purchase Money Note") in the amount of:~~ $ ____________

~~3.2 If Buyer is taking title to the Property subject to, or assuming, an Existing Deed of Trust and such deed of trust permits the beneficiary to demand payment of fees including, but not limited to, points, processing fees, and appraisal fees as a condition to the transfer of the Property, Buyer agrees to pay such fees up to a maximum of 1.5% of the unpaid principal balance of the applicable Existing Note.~~

4. Deposits.

4.1 ☐ Buyer has delivered to Broker a check in the sum of $ ____________, payable to Escrow Holder, to be delivered by Broker to Escrow Holder within 2 or ____ business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder, or ☑ within 2 or ____ business days after both Parties have executed this Agreement *and any additional escrow instructions required by Escrow Holder* and the executed Agreement *and such escrow instructions have* has been delivered to Escrow Holder Buyer shall deliver to Escrow Holder a check in the sum of $50,000.00 ____________. If said check is not received by Escrow Holder within said time period then Seller may elect to unilaterally terminate this transaction by giving written notice of such election to Escrow Holder whereupon neither Party shall have any further liability to the other under this Agreement. Should Buyer and Seller not enter into an agreement for purchase and sale, Buyer's check or funds shall, upon request by Buyer, be promptly returned to Buyer.

4.2 Additional deposits: *see Addendum for additional deposits requirements*

~~(a) Within 5 business days after the Date of Agreement, Buyer shall deposit with Escrow Holder the additional sum of $ ____________ to be applied to the Purchase Price at the Closing.~~

~~(b) Within 5 business days after the contingencies discussed in paragraph 9.1 (a) through (k) are approved or waived, Buyer shall deposit with Escrow Holder the additional sum of $ ____________ to be applied to the Purchase Price at the Closing.~~

4.3 Escrow Holder shall deposit the funds deposited with it by Buyer *as deposits* pursuant to ~~paragraphs 4.1 and 4.2~~ *this Agreement* (collectively the "Deposit"), in a State or Federally chartered bank in an interest bearing account whose term is appropriate and consistent with the timing requirements of this transaction. The interest therefrom shall accrue to the benefit of Buyer, who hereby acknowledges that there may be penalties or interest forfeitures if the applicable instrument is redeemed prior to its specified maturity. Buyer's Federal Tax Identification Number is [Buyer to provide] ____. NOTE: Such interest bearing account cannot be opened until Buyer's Federal Tax Identification Number is provided.

5. Financing Contingency. ***(Strike if not applicable)***

~~5.1 This offer is contingent upon Buyer obtaining from an insurance company, financial institution or other lender, a commitment to lend to Buyer a sum equal to at least ____________ % of the Purchase Price, on terms reasonably acceptable to Buyer. Such loan ("New Loan") shall be secured by a first deed of trust or mortgage on the Property. If this Agreement provides for Seller to carry back junior financing, then Seller shall have the right to approve the terms of the New Loan. Seller shall have 7 days from receipt of the commitment setting forth the proposed terms of the New Loan to approve or disapprove of such proposed terms. If Seller fails to notify Escrow Holder, in writing, of the disapproval within said 7 days it shall be conclusively presumed that Seller has approved the terms of the New Loan.~~

~~5.2 Buyer hereby agrees to diligently pursue obtaining the New Loan. If Buyer shall fail to notify its Broker, Escrow Holder and Seller, in writing within ____________ days following the Date of Agreement, that the New Loan has not been obtained, it shall be conclusively presumed that Buyer has either obtained said New Loan or has waived this New Loan contingency.~~

~~5.3 If, after due diligence, Buyer shall notify its Broker, Escrow Holder and Seller, in writing, within the time specified in paragraph 5.2 hereof, that Buyer has not obtained said New Loan, this Agreement shall be terminated, and Buyer shall be entitled to the prompt return of the Deposit, plus any interest earned thereon, less only Escrow Holder and Title Company cancellation fees and costs, which Buyer shall pay.~~

6. Seller Financing (Purchase Money Note). ***(Strike if not applicable)***

~~6.1 If Seller approves Buyer's financials (see paragraph 6.5) the Purchase Money Note shall provide for interest on unpaid principal at the rate of ____________ % per annum, with principal and interest paid as follows:~~ ____________

____

____

~~The Purchase Money Note and Purchase Money Deed of Trust shall be on the current forms commonly used by Escrow Holder, and be junior and subordinate only to the Existing Note(s) and/or the New Loan expressly called for by this Agreement.~~

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~~6.2 The Purchase Money Note and/or the Purchase Money Deed of Trust shall contain provisions regarding the following (see also paragraph 10.3 (b)):~~

~~(a) Prepayment. Principal may be prepaid in whole or in part at any time without penalty, at the option of the Buyer.~~

~~(b) Late Charge. A late charge of 6% shall be payable with respect to any payment of principal, interest, or other charges, not made within 10 days after it is due.~~

~~(c) Due On Sale. In the event the Buyer sells or transfers title to the Property or any portion thereof, then the Seller may, at Seller's option, require the entire unpaid balance of said Note to be paid in full.~~

~~6.3 If the Purchase Money Deed of Trust is to be subordinate to other financing, Escrow Holder shall, at Buyer's expense prepare and record on Seller's behalf a request for notice of default and/or sale with regard to each mortgage or deed of trust to which it will be subordinate.~~

~~6.4 WARNING: CALIFORNIA LAW DOES NOT ALLOW DEFICIENCY JUDGEMENTS ON SELLER FINANCING. IF BUYER ULTIMATELY DEFAULTS ON THE LOAN, SELLER'S SOLE REMEDY IS TO FORECLOSE ON THE PROPERTY.~~

~~6.5 Seller's obligation to provide financing is contingent upon Seller's reasonable approval of Buyer's financial condition. Buyer to provide a current financial statement and copies of its Federal tax returns for the last 3 years to Seller within 10 days following the Date of Agreement. Seller has 10 days following receipt of such documentation to satisfy itself with regard to Buyer's financial condition and to notify Escrow Holder as to whether or not Buyer's financial condition is acceptable. If Seller fails to notify Escrow Holder, in writing, of the disapproval of this contingency within said time period, it shall be conclusively presumed that Seller has approved Buyer's financial condition. If Seller is not satisfied with Buyer's financial condition or if Buyer fails to deliver the required documentation then Seller may notify Escrow Holder in writing that Seller Financing will not be available, and Buyer shall have the option, within 10 days of the receipt of such notice, to either terminate this transaction or to purchase the Property without Seller financing. If Buyer fails to notify Escrow Holder within said time period of its election to terminate this transaction then Buyer shall be conclusively presumed to have elected to purchase the Property without Seller financing. If Buyer elects to terminate, Buyer's Deposit shall be refunded less Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation.~~

7. Real Estate Brokers.

7.1 The following real estate broker(s) ("Brokers") and brokerage relationships exist in this transaction and are consented to by the Parties (check the applicable boxes):

☐ None __________ represents Seller exclusively ("Seller's Broker");

☐ None __________ represents Buyer exclusively ("Buyer's Broker"); or

☐ None __________ represents both Seller and Buyer ("Dual Agency").

The Parties acknowledge that Brokers are the procuring cause of this Agreement. See paragraph 24 regarding the nature of a real estate agency relationship. Buyer shall use the services of Buyer's Broker exclusively in connection with any and all negotiations and offers with respect to the Property for a period of 1 year from the date inserted for reference purposes at the top of page 1.

7.2 Buyer and Seller each represent and warrant to the other that he/she/it has had no dealings with any person, firm, broker or finder in connection with the negotiation of this Agreement and/or the consummation of the purchase and sale contemplated herein, other than the Brokers named in paragraph 7.1, and no broker or other person, firm or entity, other than said Brokers is/are entitled to any commission or finder's fee in connection with this transaction as the result of any dealings or acts of such Party. Buyer and Seller do each hereby agree to indemnify, defend, protect and hold the other harmless from and against any costs, expenses or liability for compensation, commission or charges which may be claimed by any broker, finder or other similar party, other than said named Brokers by reason of any dealings or act of the indemnifying Party.

8. Escrow and Closing.

8.1 Upon acceptance hereof by Seller, this Agreement, including any counteroffers incorporated herein by the Parties, shall constitute not only the agreement of purchase and sale between Buyer and Seller, but also instructions to Escrow Holder for the consummation of the Agreement through the Escrow. Escrow Holder shall not prepare any further escrow instructions restating or amending the Agreement unless specifically so instructed by the Parties or a Broker herein. Subject to the reasonable approval of the Parties, Escrow Holder may, however, include its standard general escrow provisions.

8.2 As soon as practical after the receipt of this Agreement and any relevant counteroffers, Escrow Holder shall ascertain the Date of Agreement as defined in paragraphs 1.2 and 20.2 and advise the Parties and Brokers, in writing, of the date ascertained.

8.3 Escrow Holder is hereby authorized and instructed to conduct the Escrow in accordance with this Agreement, applicable law and custom and practice of the community in which Escrow Holder is located, including any reporting requirements of the Internal Revenue Code. In the event of a conflict between the law of the state where the Property is located and the law of the state where the Escrow Holder is located, the law of the state where the Property is located shall prevail.

8.4 Subject to satisfaction of the contingencies herein described, Escrow Holder shall close this escrow (the "Closing") by recording a general warranty deed (a grant deed in California) and the other documents required to be recorded, and by disbursing the funds and documents in accordance with this Agreement.

8.5 Buyer and Seller shall each pay one-half of the Escrow Holder's charges and Seller shall pay the usual recording fees and any required documentary transfer taxes. SellerBuyer shall pay the premium for a standard coverage owner's or joint protection policy of title insurance. (See also paragraph 11)

8.6 Escrow Holder shall verify that all of Buyer's contingencies have been satisfied or waived prior to Closing. The matters contained in paragraphs 9.1 subparagraphs (b), (c), (d), (e), (g), (i), (n), and (o), 9.4, 9.5, 12, 13, 14, 16, 18, 20, 21, 22, and 24 are, however, matters of agreement between the Parties only and are not instructions to Escrow Holder.

8.7 If this transaction is terminated for non-satisfaction and non-waiver of a Buyer's Contingency, as defined in paragraph 9.2, then neither of the Parties shall thereafter have any liability to the other under this Agreement, except to the extent of a breach of any affirmative covenant or warranty in this Agreement. In the event of such termination, Buyer shall be promptly refunded all funds deposited by Buyer with Escrow Holder, less only Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation. If this transaction is terminated as a result of Seller's breach of this Agreement then Seller shall pay the Title Company and Escrow Holder cancellation fees and costs.

8.8 The Closing shall occur on the Expected Closing Date, or as soon thereafter as the Escrow is in condition for Closing; provided, however, that if the Closing does not occur by the Expected Closing Date and said Date is not extended by mutual instructions of the Parties, a Party not then in default under this Agreement may notify the other Party, Escrow Holder, and Brokers, in writing that, unless the Closing occurs within 5 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.

8.9 Except as otherwise provided herein, the termination of Escrow shall not relieve or release either Party from any obligation to pay Escrow Holder's fees and costs or constitute a waiver, release or discharge of any breach or default that has occurred in the performance of the obligations,

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agreements, covenants or warranties contained therein.

~~8.10 If this sale of the Property is not consummated for any reason other than Seller's breach or default, then at Seller's request, and as a condition to any obligation to return Buyer's deposit (see paragraph 21), Buyer shall within 5 days after written request deliver to Seller, at no charge, copies of all surveys, engineering studies, soil reports, maps, master plans, feasibility studies and other similar items prepared by or for Buyer that pertain to the Property. Provided, however, that Buyer shall not be required to deliver any such report if the written contract which Buyer entered into with the consultant who prepared such report specifically forbids the dissemination of the report to others.~~

9. Contingencies to Closing.

9.1 The Closing of this transaction is contingent upon the satisfaction or waiver of the following contingencies. IF BUYER FAILS TO NOTIFY ESCROW HOLDER, IN WRITING, OF THE DISAPPROVAL OF ANY OF SAID CONTINGENCIES WITHIN THE TIME SPECIFIED THEREIN, IT SHALL BE CONCLUSIVELY PRESUMED THAT BUYER HAS APPROVED SUCH ITEM, MATTER OR DOCUMENT. Buyer's conditional approval shall constitute disapproval, unless provision is made by the Seller within the time specified therefore by the Buyer in such conditional approval or by this Agreement, whichever is later, for the satisfaction of the condition imposed by the Buyer. Escrow Holder shall promptly provide all Parties with copies of any written disapproval or conditional approval which it receives. With regard to subparagraphs (a) through (l) the pre-printed time periods shall control unless a different number of days is inserted in the spaces provided.

(a) *Disclosure.* Seller shall make to Buyer, through Escrow, all of the applicable disclosures required by law (See AIR Commercial Real Estate Association ("AIR") standard form entitled "Seller's Mandatory Disclosure Statement") and provide Buyer with a completed Property Information Sheet ("Property Information Sheet") concerning the Property, duly executed by or on behalf of Seller in the current form or equivalent to that published by the AIR within 10 or ________ days following the Date of Agreement. Buyer has ~~10 days from the receipt of said disclosures~~ until the Final EIR (*defined in Addendum*) is *obtained* to approve or disapprove the matters disclosed.

(b) *Physical Inspection.* Buyer has 10 or ________ days from the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the physical aspects and size of the Property.

(c) *Hazardous Substance Conditions Report.* Buyer has 30 or ________ days from the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the environmental aspects of the Property. Seller recommends that Buyer obtain a Hazardous Substance Conditions Report concerning the Property and relevant adjoining properties. Any such report shall be paid for by Buyer. A "Hazardous Substance" for purposes of this Agreement is defined as any substance whose nature and/or quantity of existence, use, manufacture, disposal or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare. A "Hazardous Substance Condition" for purposes of this Agreement is defined as the existence on, under or relevantly adjacent to the Property of a Hazardous Substance that would require remediation and/or removal under applicable Federal, state or local law.

(d) *Soil Inspection.* Buyer has 30 or ________ days from the receipt of the Property Information Sheet or the Date of Agreement, whichever is later, to satisfy itself with regard to the condition of the soils on the Property. Seller recommends that Buyer obtain a soil test report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any soils report that Seller may have within 10 days of the Date of Agreement.

(e) *Governmental Approvals.* ~~Buyer has 30 or ________ days from the Date of Agreement to satisfy itself with regard to approvals and permits from governmental agencies or departments which have or may have jurisdiction over the Property and which Buyer deems necessary or desirable in connection with its intended use of the Property, including, but not limited to, permits and approvals required with respect to zoning, planning, building and safety, fire, police, handicapped and Americans with Disabilities Act requirements, transportation and environmental matters. NOTE: Past uses of the Property may no longer be allowed. In the event that the Property must be rezoned, it is Buyer's responsibility to obtain the rezoning from the appropriate government agencies. Seller shall sign all documents Buyer is required to file in connection with rezoning, conditional use permits and/or other development approvals.~~ *See Addendum*

(f) *Conditions of Title.* Escrow Holder shall cause a current commitment for title insurance ("Title Commitment") concerning the Property issued by the Title Company, as well as legible copies of all documents referred to in the Title Commitment ("Underlying Documents"), and a scaled and dimensioned plot showing the location of any easements to be delivered to Buyer within 10 or ________ days following the Date of Agreement. Buyer has ~~10 days from the receipt of the Title Commitment, the Underlying Documents and the plot plan~~ until the Final EIR (*defined in Addendum*) is *obtained* to satisfy itself with regard to the condition of title. The disapproval by Buyer of any monetary encumbrance, which by the terms of this Agreement is not to remain against the Property after the Closing, shall not be considered a failure of this contingency, as Seller shall have the obligation, at Seller's expense, to satisfy and remove such disapproved monetary encumbrance at or before the Closing.

(g) *Survey.* Buyer has ~~30 or ________ days from the receipt of the Title Commitment and Underlying Documents~~ until the Final EIR (*defined in the Addendum*) is *obtained* to satisfy itself with regard to any ALTA title supplement based upon a survey prepared to American Land Title Association ("ALTA") standards for an owner's policy by a licensed surveyor, showing the legal description and boundary lines of the Property, any easements of record, and any improvements, poles, structures and things located within 10 feet of either side of the Property boundary lines. Any such survey shall be prepared at Buyer's direction and expense. If Buyer has obtained a survey and approved the ALTA title supplement, Buyer may elect within the period allowed for Buyer's approval of a survey to have an ALTA extended coverage owner's form of title policy, in which event Buyer shall pay any additional premium attributable thereto.

(h) ~~*Existing Leases and Tenancy Statements.* Seller shall within 10 or ________ days of the Date of Agreement provide both Buyer and Escrow Holder with legible copies of all leases, subleases or rental arrangements (collectively, "Existing Leases") affecting the Property, and with a tenancy statement ("Estoppel Certificate") in the latest form or equivalent to that published by the AIR, executed by Seller and/or each tenant and subtenant of the Property. Seller shall use its best efforts to have each tenant complete and execute an Estoppel Certificate. If any tenant fails or refuses to provide an Estoppel Certificate then Seller shall complete and execute an Estoppel Certificate for that tenancy. Buyer has 10 days from the receipt of said Existing Leases and Estoppel Certificates to satisfy itself with regard to the Existing Leases and any other tenancy issues.~~

(i) *Owner's Association.* Seller shall within 10 or ________ days of the Date of Agreement provide Buyer with a statement and transfer package from any owner's association servicing the Property. Such transfer package shall at a minimum include: copies of the association's bylaws, articles of incorporation, current budget and financial statement. Buyer has 10 days from the receipt of such documents to satisfy itself with regard to the association.

(j) *Other Agreements.* Seller shall within 10 or ________ days of the Date of Agreement provide Buyer with legible copies of all other agreements ("Other Agreements") known to Seller that will affect the Property after Closing. Buyer has 10 days from the receipt of said Other Agreements to satisfy itself with regard to such Agreements.

(k) ~~*Financing.* If paragraph 5 hereof dealing with a financing contingency has not been stricken, the satisfaction or waiver of such New Loan contingency.~~

(l) ~~*Existing Notes.* If paragraph 3.1(c) has not been stricken, Seller shall within 10 or ________ days of the Date of Agreement provide Buyer~~

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~~with legible copies of the Existing Notes, Existing Deeds of Trust and related agreements (collectively, "Loan Documents") to which the Property will remain subject after the Closing. Escrow Holder shall promptly request from the holders of the Existing Notes a beneficiary statement ("Beneficiary Statement") confirming: (1) the amount of the unpaid principal balance, the current interest rate, and the date to which interest is paid, and (2) the nature and amount of any impounds held by the beneficiary in connection with such loan. Buyer has 10 or ________ days from the receipt of the Loan Documents and Beneficiary Statements to satisfy itself with regard to such financing. Buyer's obligation to close is conditioned upon Buyer being able to purchase the Property without acceleration or change in the terms of any Existing Notes or charges to Buyer except as otherwise provided in this Agreement or approved by Buyer, provided, however, Buyer shall pay the transfer fee referred to in paragraph 3.2 hereof.~~

(m) *Personal Property*. In the event that any personal property is included in the Purchase Price, Buyer has 10 or ________ days from the Date of Agreement to satisfy itself with regard to the title condition of such personal property. Seller recommends that Buyer obtain a UCC-1 report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any liens or encumbrances affecting such personal property that it is aware of within 10 or ________ days of the Date of Agreement.

(n) *Destruction, Damage or Loss*. There shall not have occurred prior to the Closing, a destruction of, or damage or loss to, the Property or any portion thereof, from any cause whatsoever, which would cost more than $10,000.00 to repair or cure. If the cost of repair or cure is $10,000.00 or less, Seller shall repair or cure the loss prior to the Closing. Buyer shall have the option, within 10 days after receipt of written notice of a loss costing more than $10,000.00 to repair or cure, to either terminate this Agreement or to purchase the Property notwithstanding such loss, but without deduction or offset against the Purchase Price. If the cost to repair or cure is more than $10,000.00, and Buyer does not elect to terminate this Agreement, Buyer shall be entitled to any insurance proceeds applicable to such loss. Unless otherwise notified in writing, Escrow Holder shall assume no such destruction, damage or loss has occurred prior to Closing.

(o) *Material Change*. Buyer shall have 10 days following receipt of written notice of a Material Change within which to satisfy itself with regard to such change. "Material Change" shall mean a substantial adverse change in the use, occupancy, tenants, title, or condition of the Property that occurs after the date of this offer and prior to the Closing. Unless otherwise notified in writing, Escrow Holder shall assume that no Material Change has occurred prior to the Closing.

(p) *Seller Performance*. The delivery of all documents and the due performance by Seller of each and every undertaking and agreement to be performed by Seller under this Agreement.

(q) ~~*Brokerage Fee*. Payment at the Closing of such brokerage fee as is specified in this Agreement or later written instructions to Escrow Holder executed by Seller and Brokers ("Brokerage Fee"). It is agreed by the Parties and Escrow Holder that Brokers are a third party beneficiary of this Agreement insofar as the Brokerage Fee is concerned, and that no change shall be made with respect to the payment of the Brokerage Fee specified in this Agreement, without the written consent of Brokers.~~

9.2 All of the contingencies specified in subparagraphs (a) through (m) of paragraph 9.1 *and any other conditions or contingencies to Buyer's purchase obligations referenced elsewhere in this Agreement (including without limitation in the Addendum)* are for the benefit of, and may be waived by, Buyer, and may be elsewhere herein referred to as "Buyer's Contingencies."

9.3 If any of Buyer's Contingencies or any other matter subject to Buyer's approval is disapproved as provided for herein in a timely manner ("Disapproved Item"), Seller shall have the right within 10 days following the receipt of notice of Buyer's disapproval to elect to cure such Disapproved Item prior to the Expected Closing Date ("Seller's Election"). Seller's failure to give to Buyer within such period, written notice of Seller's commitment to cure such Disapproved Item on or before the Expected Closing Date shall be conclusively presumed to be Seller's Election not to cure such Disapproved Item. If Seller elects, either by written notice or failure to give written notice, not to cure a Disapproved Item, Buyer shall have the right, within 10 days after Seller's Election to either accept title to the Property subject to such Disapproved Item, or to terminate this Agreement. Buyer's failure to notify Seller in writing of Buyer's election to accept title to the Property subject to the Disapproved Item without deduction or offset shall constitute Buyer's election to terminate this Agreement. Unless expressly provided otherwise herein, Seller's right to cure shall not apply to the remediation of Hazardous Substance Conditions or to the Financing Contingency. Unless the Parties mutually instruct otherwise, if the time periods for the satisfaction of contingencies or for Seller's and Buyer's elections would expire on a date after the Expected Closing Date, the Expected Closing Date shall be deemed extended for 3 business days following the expiration of: (a) the applicable contingency period(s), (b) the period within which the Seller may elect to cure the Disapproved Item, or (c) if Seller elects not to cure, the period within which Buyer may elect to proceed with this transaction, whichever is later.

9.4 ~~Buyer understands and agrees that until such time as all Buyer's Contingencies have been satisfied or waived, Seller and/or its agents may solicit, entertain and/or accept back-up offers to purchase the Property.~~

9.5 The Parties acknowledge that extensive local, state and Federal legislation establish broad liability upon owners and/or users of real property for the investigation and remediation of Hazardous Substances. The determination of the existence of a Hazardous Substance Condition and the evaluation of the impact of such a condition are highly technical and beyond the expertise of Brokers. The Parties acknowledge that they have been advised by Brokers to consult their own technical and legal experts with respect to the possible presence of Hazardous Substances on the Property or adjoining properties, and Buyer and Seller are not relying upon any investigation by or statement of Brokers with respect thereto. The Parties hereby assume all responsibility for the impact of such Hazardous Substances upon their respective interests herein.

10. Documents Required at or Before Closing:

10.1 Five days prior to the Closing date Escrow Holder shall obtain an updated Title Commitment concerning the Property from the Title Company and provide copies thereof to each of the Parties.

10.2 Seller shall deliver to Escrow Holder in time for delivery to Buyer at the Closing:

(a) Grant or general warranty deed, duly executed and in recordable form, conveying fee title to the Property to Buyer.

(b) ~~If applicable, the Beneficiary Statements concerning Existing Note(s).~~

(c) If applicable, ~~the Existing Leases and~~ Other Agreements together with duly executed assignments thereof by Seller and Buyer. ~~The assignment of Existing Leases shall be on the most recent Assignment and Assumption of Lessor's Interest in Lease form published by the AIR or its equivalent.~~

(d) ~~If applicable, Estoppel Certificates executed by Seller and/or the tenant(s) of the Property.~~

(e) An affidavit executed by Seller to the effect that Seller is not a "foreign person" within the meaning of Internal Revenue Code Section 1445 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Internal Revenue Service such sum as is required by applicable Federal law with respect to purchases from foreign sellers.

(f) If the Property is located in California, an affidavit executed by Seller to the effect that Seller is not a "nonresident" within the meaning of California Revenue and Tax Code Section 18662 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Franchise Tax Board such sum as is required by such statute.

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(g) If applicable, a bill of sale, duly executed, conveying title to any included personal property to Buyer.

(h) If the Seller is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the sale of the Property.

10.3 Buyer shall deliver to Seller through Escrow:

(a) The cash portion of the Purchase Price and such additional sums as are required of Buyer under this Agreement shall be deposited by Buyer with Escrow Holder, by federal funds wire transfer, or any other method acceptable to Escrow Holder in immediately collectable funds, no later than 2:00 P.M. on the business day prior to the Expected Closing Date.

(b) ~~If a Purchase Money Note and Purchase Money Deed of Trust are called for by this Agreement, the duly executed originals of those documents, the Purchase Money Deed of Trust being in recordable form, together with evidence of fire insurance on the improvements in the amount of the full replacement cost naming Seller as a mortgage loss payee, and a real estate tax service contract (at Buyer's expense), assuring Seller of notice of the status of payment of real property taxes during the life of the Purchase Money Note.~~

(c) ~~The Assignment and Assumption of Lessor's Interest in Lease form specified in paragraph 10.2(c) above, duly executed by Buyer.~~

(d) Assumptions duly executed by Buyer of the obligations of Seller that accrue after Closing under any Other Agreements.

(e) ~~If applicable, a written assumption duly executed by Buyer of the loan documents with respect to Existing Notes.~~

(f) If the Buyer is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the purchase of the Property.

10.4 At Closing, Escrow Holder shall cause to be issued to Buyer a standard coverage (or ALTA extended, if elected pursuant to 9.1(g)) owner's form policy of title insurance effective as of the Closing, issued by the Title Company in the full amount of the Purchase Price, insuring title to the Property vested in Buyer, subject only to the exceptions approved by Buyer. In the event there is a Purchase Money Deed of Trust in this transaction, the policy of title insurance shall be a joint protection policy insuring both Buyer and Seller.

IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.

11. Prorations and Adjustments.

11.1 *Taxes.* Applicable real property taxes and special assessment bonds shall be prorated through Escrow as of the date of the Closing, based upon the latest tax bill available. The Parties agree to prorate as of the Closing any taxes assessed against the Property by supplemental bill levied by reason of events occurring prior to the Closing. Payment of the prorated amount shall be made promptly in cash upon receipt of a copy of any supplemental bill.*See Addendum regarding the Property's 2012/2013 property tax liability.*

11.2 *Insurance.* WARNING: Any insurance which Seller may have maintained will terminate on the Closing. Buyer is advised to obtain appropriate insurance to cover the Property.

11.3 ~~*Rentals, Interest and Expenses.* Scheduled rentals, interest on Existing Notes, utilities, and operating expenses shall be prorated as of the date of Closing. The Parties agree to promptly adjust between themselves outside of Escrow any rents received after the Closing.~~

11.4 ~~*Security Deposit.* Security Deposits held by Seller shall be given to Buyer as a credit to the cash required of Buyer at the Closing.~~

11.5 *Post Closing Matters.* Any item to be prorated that is not determined or determinable at the Closing shall be promptly adjusted by the Parties by appropriate cash payment outside of the Escrow when the amount due is determined.

11.6 ~~*Variations in Existing Note Balances.* In the event that Buyer is purchasing the Property subject to an Existing Deed of Trust(s), and in the event that a Beneficiary Statement as to the applicable Existing Note(s) discloses that the unpaid principal balance of such Existing Note(s) at the closing will be more or less than the amount set forth in paragraph 3.1(c) hereof ("Existing Note Variation"), then the Purchase Money Note(s) shall be reduced or increased by an amount equal to such Existing Note Variation. If there is to be no Purchase Money Note, the cash required at the Closing per paragraph 3.1(a) shall be reduced or increased by the amount of such Existing Note Variation.~~

11.7 ~~*Variations in New Loan Balance.* In the event Buyer is obtaining a New Loan and the amount ultimately obtained exceeds the amount set forth in paragraph 5.1, then the amount of the Purchase Money Note, if any, shall be reduced by the amount of such excess.~~

11.8 *Owner's Association Fees.* Escrow Holder shall: (i) bring Seller's account with the association current and pay any delinquencies or transfer fees from Seller's proceeds, and (ii) pay any up front fees required by the association from Buyer's funds.

12. Representations and Warranties of Seller and Disclaimers.

12.1 Seller's warranties and representations shall survive the Closing and delivery of the deed for a period of 3 years, and, are true, material and relied upon by Buyer and Brokers in all respects. Seller hereby makes the following warranties and representations to Buyer and Brokers:

(a) *Authority of Seller.* Seller is the owner of the Property and/or has the full right, power and authority to sell, convey and transfer the Property to Buyer as provided herein, and to perform Seller's obligations hereunder.

(b) *Maintenance During Escrow and Equipment Condition At Closing.* ~~Except as otherwise provided in paragraph 9.1(m) hereof,~~ Seller shall maintain the Property until the Closing in its present condition~~, ordinary wear and tear excepted~~.

(c) *Hazardous Substances/Storage Tanks.* Seller has no knowledge, except as otherwise disclosed to Buyer in writing, of the existence or prior existence on the Property of any Hazardous Substance, nor of the existence or prior existence of any above or below ground storage tank.

(d) *Compliance.* Seller has no knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unfulfilled order or directive of any applicable governmental agency or casualty insurance company requiring any investigation, remediation, repair, maintenance or improvement be performed on the Property.

(e) *Changes in Agreements.* Prior to the Closing, Seller will not ~~violate or modify any Existing Lease or Other Agreement, or~~ create any new leases or other agreements affecting the Property, without Buyer's written approval~~, which approval will not be unreasonably withheld~~.

(f) *Possessory Rights.* ~~Seller has no knowledge that anyone~~ *There is no existing tenancy, lease or other agreement affecting the Property. No person or entity* will, at the Closing, *be in possession or* have any right to possession of the Property~~, except as disclosed by this Agreement or otherwise in writing to Buyer~~.

(g) *Mechanics' Liens.* There are no unsatisfied mechanics' or materialmens' lien rights concerning the Property.

(h) *Actions, Suits or Proceedings.* *Except for the Lawsuit (defined in the Addendum),* Seller has no knowledge of any actions, suits or proceedings pending or threatened before any commission, board, bureau, agency, arbitrator, court or tribunal that would affect the Property or the right to occupy or utilize same.

(i) *Notice of Changes.* Seller will promptly notify Buyer and Brokers in writing of any Material Change (see paragraph 9.1(n)) affecting the Property that becomes known to Seller prior to the Closing.

(j) ~~*No Tenant Bankruptcy Proceedings.* Seller has no notice or knowledge that any tenant of the Property is the subject of a bankruptcy or~~

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~~insolvency proceeding.~~

(k) ***No Seller Bankruptcy Proceedings.*** Seller is not the subject of a bankruptcy, insolvency or probate proceeding.

(l) *Personal Property.* Seller has no knowledge that anyone will, at the Closing, have any right to possession of any personal property included in the Purchase Price nor knowledge of any liens or encumbrances affecting such personal property, except as disclosed by this Agreement or otherwise in writing to Buyer.

12.2 Buyer hereby acknowledges that, except as otherwise stated in this Agreement, Buyer is purchasing the Property in its existing condition and will, by the time called for herein, make or have waived all inspections of the Property Buyer believes are necessary to protect its own interest in, and its contemplated use of, the Property. The Parties acknowledge that, except as otherwise stated in this Agreement, no representations, inducements, promises, agreements, assurances, oral or written, concerning the Property, or any aspect of the occupational safety and health laws, Hazardous Substance laws, or any other act, ordinance or law, have been made by either Party or Brokers, or relied upon by either Party hereto.

12.3 ~~In the event that Buyer learns that a Seller representation or warranty might be untrue prior to the Closing, and Buyer elects to purchase the Property anyway then, and in that event, Buyer waives any right that it may have to bring an action or proceeding against Seller or Brokers regarding said representation or warranty.~~

12.4 Any environmental reports, soils reports, surveys, feasibility studies, and other similar documents which were prepared by third party consultants and provided to Buyer by Seller or Seller's representatives, have been delivered as an accommodation to Buyer and without any representation or warranty as to the sufficiency, accuracy, completeness, and/or validity of said documents, all of which Buyer relies on at its own risk. Seller believes said documents to be accurate, but Buyer is advised to retain appropriate consultants to review said documents and investigate the Property.

13. Possession.

Possession of the Property shall be given to Buyer at the Closing ~~subject to the rights of tenants under Existing Leases.~~

14. Buyer's Entry.

At any time during the Escrow period, Buyer, and its agents and representatives, shall have the right ~~at reasonable times and subject to rights of tenants,~~ to enter upon the Property for the purpose of making inspections and tests specified in this Agreement. No destructive testing shall be conducted, however, without Seller's prior approval which shall not be unreasonably withheld. Following any such entry or work, unless otherwise directed in writing by Seller, Buyer shall return the Property to the condition it was in prior to such entry or work, including the recompaction or removal of any disrupted soil or material as Seller may reasonably direct. All such inspections and tests and any other work conducted or materials furnished with respect to the Property by or for Buyer shall be paid for by Buyer as and when due and Buyer shall indemnify, defend, protect and hold harmless Seller and the Property of and from any and all claims, liabilities, losses, expenses (including reasonable attorneys' fees), damages, including those for injury to person or property, arising out of or relating to any such work or materials or the acts or omissions of Buyer, its agents or employees in connection therewith. *Buyer may place surveyor's markers and other survey identifications on the Property.*

15. Further Documents and Assurances.

The Parties shall each, diligently and in good faith, undertake all actions and procedures reasonably required to place the Escrow in condition for Closing as and when required by this Agreement. The Parties agree to provide all further information, and to execute and deliver all further documents, reasonably required by Escrow Holder or the Title Company.

16. Attorneys' Fees.

If any Party or Broker brings an action or proceeding (including arbitration) involving the Property whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "Prevailing Party" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred.

17. Prior Agreements/Amendments.

17.1 This Agreement supersedes any and all prior agreements between Seller and Buyer regarding the Property.

17.2 Amendments to this Agreement are effective only if made in writing and executed by Buyer and Seller.

18. Broker's Rights.

~~18.1 If this sale is not consummated due to the default of either the Buyer or Seller, the defaulting Party shall be liable to and shall pay to Brokers the Brokerage Fee that Brokers would have received had the sale been consummated. If Buyer is the defaulting party, payment of said Brokerage Fee is in addition to any obligation with respect to liquidated or other damages.~~

~~18.2 Upon the Closing, Brokers are authorized to publicize the facts of this transaction.~~

19. Notices.

19.1 Whenever any Party, Escrow Holder or Brokers herein shall desire to give or serve any notice, demand, request, approval, disapproval or other communication, each such communication shall be in writing and shall be delivered personally, by messenger or by mail, postage prepaid, to the address set forth in this Agreement or by facsimile transmission.

19.2 Service of any such communication shall be deemed made on the date of actual receipt if personally delivered. Any such communication sent by regular mail shall be deemed given 48 hours after the same is mailed. Communications sent by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed delivered 24 hours after delivery of the same to the Postal Service or courier. ~~Communications transmitted by e-mail facsimile transmission shall be deemed delivered upon telephonic confirmation of receipt (confirmation report from fax machine is sufficient), provided a copy is also delivered via delivery or mail.~~ If such communication is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

19.3 Any Party or Broker hereto may from time to time, by notice in writing, designate a different address to which, or a different person or additional persons to whom, all communications are thereafter to be made.

20. Duration of Offer.

20.1 If this offer is not accepted by Seller on or before 5:00 P.M. according to the time standard applicable to the city of ________________________________ on the date of ________________________________, it shall be deemed automatically revoked.

20.2 The acceptance of this offer, or of any subsequent counteroffer hereto, that creates an agreement between the Parties as described in paragraph 1.2, shall be deemed made upon delivery to the other Party or either Broker herein of a duly executed writing unconditionally accepting the last outstanding offer or counteroffer.

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21. LIQUIDATED DAMAGES. (This Liquidated Damages paragraph is applicable only if initialed by both Parties).
THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX, PRIOR TO SIGNING THIS AGREEMENT, THE ACTUAL DAMAGES WHICH WOULD BE SUFFERED BY SELLER IF BUYER FAILS TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT. THEREFORE, IF, AFTER *THE FINAL EIR (DEFINED IN ADDENDUM) IS OBTAINED AND ALL DEPOSITS TO BE MADE UNDER THIS AGREEMENT (SEE ADDENDUM) ARE MADE* **AND~~THE SATISFACTION OR WAIVER OF~~ ALL CONTINGENCIES PROVIDED FOR THE BUYER'S BENEFIT** *ARE SATISFIED OR WAIVED*, **BUYER BREACHES THIS AGREEMENT, SELLER SHALL BE ENTITLED TO LIQUIDATED DAMAGES IN THE AMOUNT OF** THE DEPOSITS **. UPON PAYMENT OF SAID SUM TO SELLER, BUYER SHALL BE RELEASED FROM ANY FURTHER** MONETARY **LIABILITY TO SELLER, AND ANY ESCROW CANCELLATION FEES AND TITLE COMPANY CHARGES SHALL BE PAID BY SELLER.**

Buyer Initials

Seller Initials

22. ARBITRATION OF DISPUTES. *(This Arbitration of Disputes paragraph is applicable only if initialed by both Parties.)*

22.1 ANY CONTROVERSY AS TO WHETHER SELLER IS ENTITLED TO THE LIQUIDATED DAMAGES AND/OR BUYER IS ENTITLED TO THE RETURN OF DEPOSIT MONEY, SHALL BE DETERMINED BY BINDING ARBITRATION BY, AND UNDER THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("COMMERCIAL RULES"). ARBITRATION HEARINGS SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED. ANY SUCH CONTROVERSY SHALL BE ARBITRATED BY 3 ARBITRATORS WHO SHALL BE IMPARTIAL REAL ESTATE BROKERS WITH AT LEAST 5 YEARS OF FULL TIME EXPERIENCE IN BOTH THE AREA WHERE THE PROPERTY IS LOCATED AND THE TYPE OF REAL ESTATE THAT IS THE SUBJECT OF THIS AGREEMENT. THEY SHALL BE APPOINTED UNDER THE COMMERCIAL RULES. THE ARBITRATORS SHALL HEAR AND DETERMINE SAID CONTROVERSY IN ACCORDANCE WITH APPLICABLE LAW, THE INTENTION OF THE PARTIES AS EXPRESSED IN THIS AGREEMENT AND ANY AMENDMENTS THERETO, AND UPON THE EVIDENCE PRODUCED AT AN ARBITRATION HEARING. PRE-ARBITRATION DISCOVERY SHALL BE PERMITTED IN ACCORDANCE WITH THE COMMERCIAL RULES OR STATE LAW APPLICABLE TO ARBITRATION PROCEEDINGS. THE AWARD SHALL BE EXECUTED BY AT LEAST 2 OF THE 3 ARBITRATORS, BE RENDERED WITHIN 30 DAYS AFTER THE CONCLUSION OF THE HEARING, AND MAY INCLUDE ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY PER PARAGRAPH 16 HEREOF. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT OF COMPETENT JURISDICTION NOTWITHSTANDING THE FAILURE OF A PARTY DULY NOTIFIED OF THE ARBITRATION HEARING TO APPEAR THEREAT.

22.2 BUYER'S RESORT TO OR PARTICIPATION IN SUCH ARBITRATION PROCEEDINGS SHALL NOT BAR SUIT IN A COURT OF COMPETENT JURISDICTION BY THE BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE UNLESS AND UNTIL THE ARBITRATION RESULTS IN AN AWARD TO THE SELLER OF LIQUIDATED DAMAGES, IN WHICH EVENT SUCH AWARD SHALL ACT AS A BAR AGAINST ANY ACTION BY BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE.

22.3 NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

Buyer Initials

Seller Initials

23. Miscellaneous.

23.1 Binding Effect. Buyer and Seller both acknowledge that they have carefully read and reviewed this Agreement and each term and provision contained herein. In addition, this Agreement shall be binding on the Parties without regard to whether or not paragraphs 21 and 22 are initialed by both of the Parties. Paragraphs 21 and 22 are each incorporated into this Agreement only if initialed by both Parties at the time that the Agreement is executed.

23.2 Applicable Law. This Agreement shall be governed by, and paragraph 22.3 is amended to refer to, the laws of the state in which the Property is located.

23.3 Time of Essence. Time is of the essence of this Agreement.

23.4 Counterparts. This Agreement may be executed by Buyer and Seller in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Escrow Holder, after verifying that the counterparts are identical except for the signatures, is authorized and instructed to combine the signed signature pages on one of the counterparts, which shall then constitute the Agreement.

23.5 Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR

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PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

23.6 Conflict. Any conflict between the printed provisions of this Agreement and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

23.7 1031 Exchange. Both Seller and Buyer agree to cooperate with each other in the event that either or both wish to participate in a 1031 exchange. Any party initiating an exchange shall bear all costs of such exchange.

23.8 Days. Unless otherwise specifically indicated to the contrary, the word "days" as used in this Agreement shall mean and refer to calendar days.

24. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

~~24.1 The Parties and Brokers agree that their relationship(s) shall be governed by the principles set forth in the applicable sections of the California Civil Code, as summarized in paragraph 24.2.~~

~~24.2 When entering into a discussion with a real estate agent regarding a real estate transaction, a Buyer or Seller should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Buyer and Seller acknowledge being advised by the Brokers in this transaction, as follows:~~

~~(a) *Seller's Agent.* A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or subagent has the following affirmative obligations: (1) *To the Seller:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller. (2) *To the Buyer and the Seller:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.~~

~~(b) *Buyer's Agent.* A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations. (1) *To the Buyer:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer. (2) *To the Buyer and the Seller:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.~~

~~(c) *Agent Representing Both Seller and Buyer.* A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. (1) In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Seller or the Buyer. b. Other duties to the Seller and the Buyer as stated above in their respective sections (a) or (b) of this paragraph 24.2. (2) In representing both Seller and Buyer, the agent may not without the express permission of the respective Party, disclose to the other Party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered. (3) The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. Buyer and Seller should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.~~

~~(d) *Further Disclosures.* Throughout this transaction Buyer and Seller may receive more than one disclosure, depending upon the number of agents assisting in the transaction. Buyer and Seller should each read its contents each time it is presented, considering the relationship between them and the real estate agent in this transaction and that disclosure. Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this transaction may be brought against Broker more than one year after the Date of Agreement and that the liability (including court costs and attorneys' fees), of any Broker with respect to any breach of duty, error or omission relating to this Agreement shall not exceed the fee received by such Broker pursuant to this Agreement; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.~~

~~24.3 *Confidential Information:* Buyer and Seller agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.~~

25. Construction of Agreement. In construing this Agreement, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Agreement. Whenever required by the context, the singular shall include the plural and vice versa. Unless otherwise specifically indicated to the contrary, the word "days" as used in this Agreement shall mean and refer to calendar days. This Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

26 Additional Provisions:

Additional provisions of this offer, if any, are as follows or are attached hereto by an addendum consisting of paragraphs 27 through 37. (If there are no additional provisions write "NONE".)

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ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AIR COMMERCIAL REAL ESTATE ASSOCIATION OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS AGREEMENT OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS AGREEMENT.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PROPERTY. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PROPERTY, THE INTEGRITY AND CONDITION OF ANY STRUCTURES AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PROPERTY FOR BUYER'S INTENDED USE.

WARNING: IF THE PROPERTY IS LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THIS AGREEMENT MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED.

NOTE:

1. THIS FORM IS NOT FOR USE IN CONNECTION WITH THE SALE OF RESIDENTIAL PROPERTY.
2. IF THE BUYER IS A CORPORATION, IT IS RECOMMENDED THAT THIS AGREEMENT BE SIGNED BY TWO CORPORATE OFFICERS.

The undersigned Buyer offers and agrees to buy the Property on the terms and conditions stated and acknowledges receipt of a copy hereof.

BROKER:

N/A

Attn:
Title:
Address:

Telephone:( )
Facsimile:( )
Email:
Federal ID No.

BUYER:

Equine Estates, LLC
By: Fortune Realty, LLC, Its Manager

By:
Date:
Name Printed: Benjamin B. Efraim
Title: Manager
Telephone:(310) 394-3682 x10
Facsimile:( )
FX. 394-3722.

By:
Date:
Name Printed:
Title:
Address:

Telephone:( )
Facsimile:( )
Email:
Federal ID No.

27. Acceptance.

27.1 Seller accepts the foregoing offer to purchase the Property and hereby agrees to sell the Property to Buyer on the terms and conditions therein specified.

~~27.2 Seller acknowledges that Brokers have been retained to locate a Buyer and are the procuring cause of the purchase and sale of the Property set forth in this Agreement. In consideration of real estate brokerage service rendered by Brokers, Seller agrees to pay Brokers a real estate~~

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