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Recorder's Office, Los Angeles County,
California

10/26/23 AT 02:23PM

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| FEES: | 0.00 |
| TAXES: | 0.00 |
| OTHER: | 0.00 |
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| PAID: | 0.00 |



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DAR - Counter (Upfront Scan)



THIS FORM IS NOT TO BE DUPLICATED

RECORDING REQUESTED BY: *
County of Los Angeles *
AND MAIL TO: *
Department of Parks and Recreation *
Planning Division *
1000 S. Fremont Avenue *
Unit 40, Bldg. A-9 West, 3rd Floor *
Alhambra, CA 91803 *
Attn: Sean Woods *
Chief of Planning *



Space above this line for Recorder's use

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE GOVERNMENT CODE

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE REVENUE AND TAXATION CODE

ASSESSOR'S PARCEL NUMBER: 5830-014-058 (PORTION)

MULTI-USE TRAIL EASEMENT

LA VINA HOMEOWNERS ASSOCIATION, a Nonprofit Mutual Corporation, ("Grantor") does hereby grant to the **COUNTY OF LOS ANGELES, a body corporate and politic** ("Grantee") an exclusive, perpetual easement ("Easement"), having a width of no less than ten (10) feet, for public hiking, biking and equestrian trail purposes along with the right to construct, improve (including but not limited to fencing, signage, and drainage systems, collectively "Improvements"), maintain, repair, use, and operate a trail in and across the real property in the unincorporated area of Altadena, County of Los Angeles, State of California, legally described in the attached Exhibit A and depicted in Exhibit B (the "Property" or "Easement Area"). Exhibits A and B are incorporated herein by this reference.

The foregoing grant of this Easement is subject to all matters of record and to the following reservations and conditions to which Grantor and Grantee (by the acceptance of this Easement) agrees to keep and perform:

- a. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- b. Grantor agrees that it will indemnify, defend and hold harmless Grantee, and its Special Districts, elected officials and appointed officers, agents, and/or employees (Grantee Indemnitees) from and against any and all liability, loss or damage, including but not limited to demands, claims, actions, fees, costs and expenses (including without limitation attorney and expert witness fees) arising from or connected with any act or omission by Grantor, its officers, agents or employees, arising from and/or relating to this Easement, except for such loss or damage arising from the sole negligence or willful misconduct of the Grantee Indemnitees.


- c. Grantee agrees that it will indemnify, defend and hold harmless Grantor, and its officers, agents, and/or employees (Grantor Indemnitees) from and against any and all liability, loss or damage, including but not limited to demands, claims, actions, fees, costs and expenses (including without limitation attorney and expert witness fees) arising from or connected with any act or omission by Grantee, its officers, agents or employees, arising from and/or relating to this Easement, except for such loss or damage arising from the sole negligence or willful misconduct of the Grantor Indemnitees.
- d. Grantor hereby grants to Grantee the right of free access to the Easement Area, the multi-use trail and Improvements and every part thereof, at all times, for the purpose of exercising the rights herein granted.
- e. Grantors hereby grant to Grantee, for the benefit of the public, a perpetual exclusive easement and right-of-way for ingress, egress, and access by the public over and across the Easement Area for hiking, biking, and equestrian trail purposes.
- f. In no event shall Grantee be liable for any damage to the Easement Area arising from the use of the Easement Area by any third party in connection with the performance of such third party's duties and/or rights related to any easement in favor of such third party.
- g. Grantor shall be responsible for repairing any damage to the Easement Area and restoring the Easement Area to a condition satisfactory to Grantee to the extent such damage is caused by Grantor, its officers, contractors, licensees, agents, employees, or invitees.
- h. Grantee shall be responsible for repairing any damage to the Easement Area and restoring the Easement Area to the extent such damage is caused by Grantee, its officers, contractors, licensees, agents, employees, or invitees.
- i. Under no circumstances is Grantor permitted to park or store vehicles or personal property within the Easement Area.
- j. This easement shall be in gross for the benefit of the County of Los Angeles and the County of Los Angeles only and shall not be deemed to run with the land. Notwithstanding, Grantee may, in its sole discretion, transfer and assign this Easement, along with all rights and obligations in this Easement, to another government entity, public agency, joint powers authority, nonprofit entity, or conservation entity without the consent or approval of Grantor.
- k. If Grantee, assignee or transferee ceases to use the Easement Area as a multi-use trail, Grantor may terminate the Easement and Grantee shall quitclaim this Easement to the Property owner.

I. The terms of the Easement may only be modified or amended by written instrument executed by the parties (or their successors in interest) and subsequently recorded.

GRANTOR:

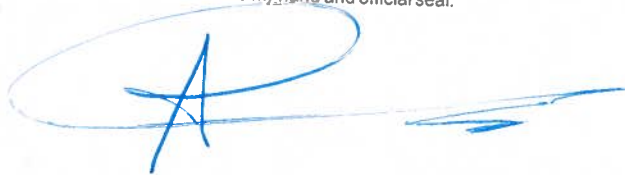
**LA VINA HOMEOWNERS ASSOCIATION,
a Nonprofit Mutual Corporation**

DATE: 6-27-2023

By: 
Hope Goldberg, Board President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of Los Angeles) ss.
On 6/27/2023 before me Ady Simion, Notary Public,
personally appeared Hope Goldberg
who proved to me on the basis of satisfactory evidence to be the
person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s)
acted, executed the instrument. I certify under PENALTY OF PERJURY
under the laws of the State of California that the foregoing paragraph is
true and correct. WITNESS my hand and official seal.



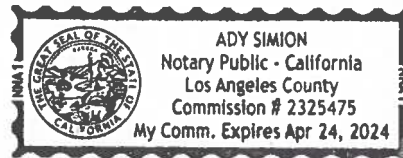


EXHIBIT A

Project: La Vina HOA
LOMA ALTA PARK 1-9RH
A.I.N. 5830-014-058
I.M. 174-237
Fifth District

LEGAL DESCRIPTION

Parcel No. 1-9RH (Easement for riding and hiking trail)

That portion of Lot 18, Tract No. 45546-01, as shown on map filed in Book 1221, pages 7 through 13, of Maps, in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles, lying within the following described boundaries:

Beginning at the southwesterly corner of said Lot 18; thence along the westerly boundary of said lot the following course and curve: northerly, in a direct line, a distance of 10.06 feet to the beginning of a tangent curve concave to the west and having a radius of 280.00 feet, and northerly, along said curve, through a central angle of 0°08'45", an arc distance of 0.71 feet to the westerly prolongation of that certain course having a bearing and length of N 87°23'42" W 86.13' in the generally southerly boundary of that parcel of land designated as EASEMENT TO LOS ANGELES COUNTY FLOOD CONTROL DISTRICT FOR FLOOD CONTROL PURPOSES on said map; thence easterly, in a direct line, a distance of 91.27 feet to the easterly terminus of said certain course; thence easterly and southerly, along said generally southerly boundary, to the southerly line of said Lot 18; thence westerly, in a direct line, a distance of 495.42 feet to the point of beginning.

Containing: 7,627± square feet.



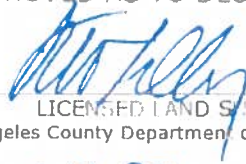
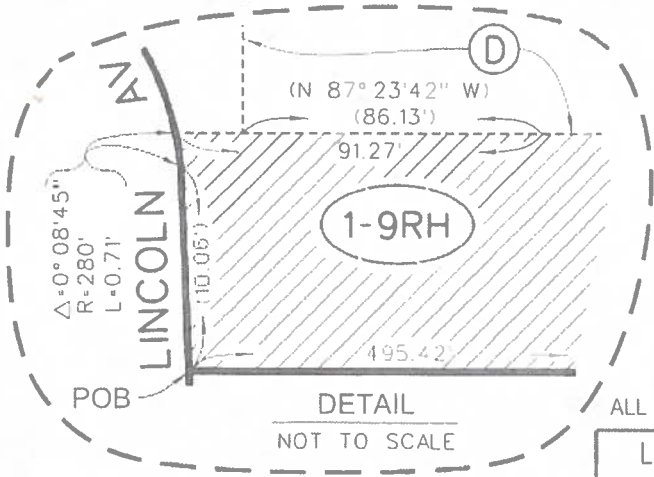
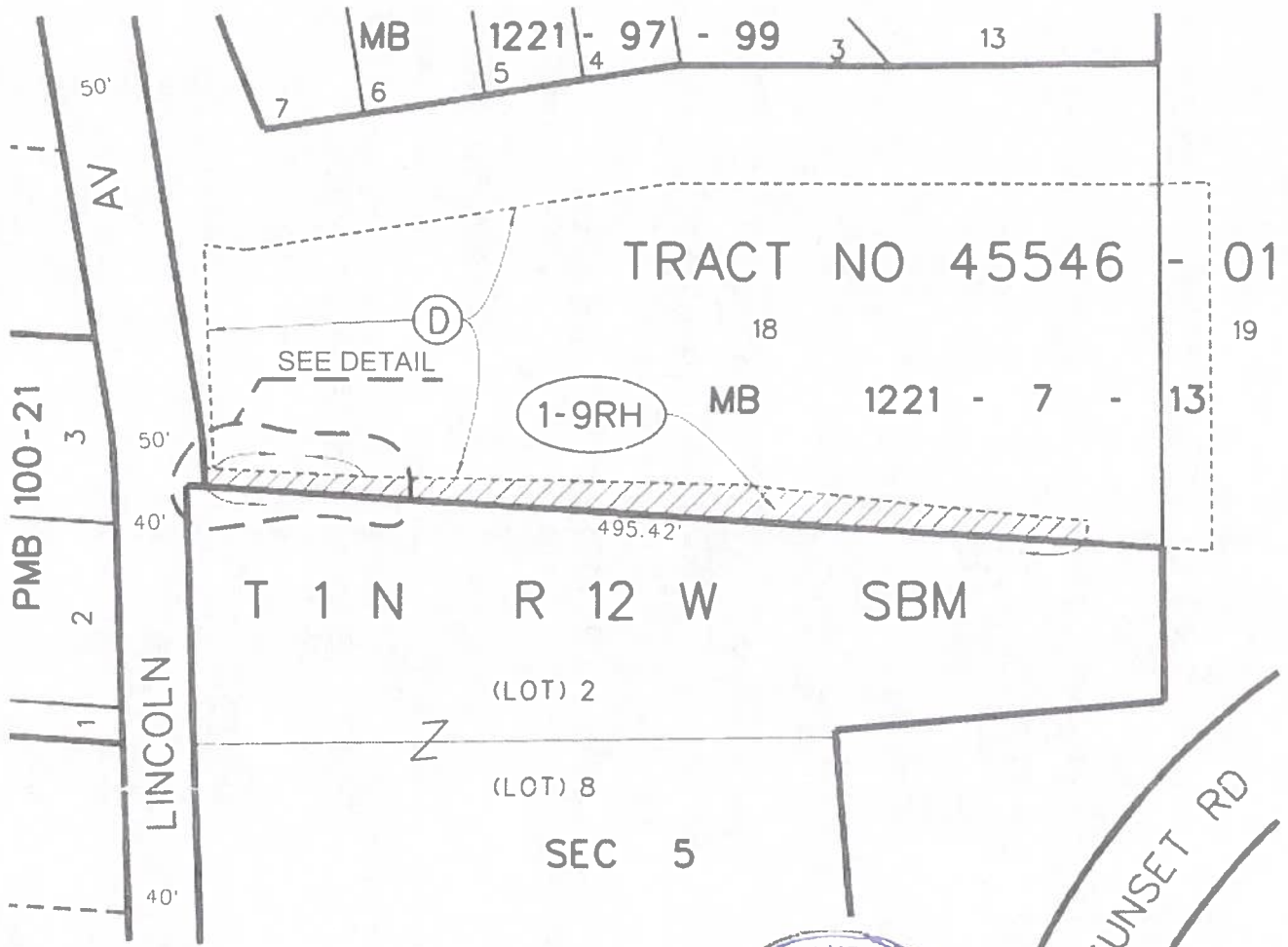
| | |
|----------------------------|--|
| APPROVED AS TO DESCRIPTION | |
| By |  |
| | LICENSED LAND SURVEYOR |
| | Los Angeles County Department of Public Works |
| Dated | MAY 27, 2020 |

EXHIBIT B



APPROVED BY *[Signature]* DATE 5/27/20



ALL IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF LOS ANGELES

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
SURVEY/MAPPING & PROPERTY MANAGEMENT DIVISION

| | | | |
|----------------------------|--------------------------|------------------------|-------------|
| I.M. 174-237 | LOMA ALTA PARK | | |
| S.D. 5 | | | |
| R.D. 514 | | | |
| DATE 5/19/20 | SCALE: 1" = 100' | A.I.N. 5830-014-058 | |
| PREPARED BY R. AVANCENA | REVIEWED BY S. GILLON | PROJECT I.D. | PROJECT NO. |

| LEGEND | |
|--------|---|
| | EASEMENT FOR RIDING AND HIKING TRAIL. |
| | EASEMENT TO LOS ANGELES COUNTY FLOOD CONTROL DISTRICT FOR FLOOD CONTROL PURPOSES. |
| | RECORD DIMENSION |

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the attached Easement Deed to the County of Los Angeles is hereby accepted under the authority delegated to the Los Angeles County Chief Executive Office pursuant to Section 2.08.168 of the County Code and consents to the recordation thereof by its duly authorized officer.

By: *John T. Cooke*
John T. Cooke
Assistant Chief Executive Officer
Chief Executive Office
County of Los Angeles

Date: October 10, 2023

PUBLIC AGENCY CERTIFICATE OF ACKNOWLEDGEMENT (CALIFORNIA CIVIL CODE §§ 1181, 1189)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On the 10th day of October, 2023, before me, Roger W. Hernandez, Deputy Registrar-Recorder/County Clerk of the County of Los Angeles, personally appeared John T. Cooke, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



DEAN C. LOGAN
Registrar-Recorder/County Clerk

By: *Roger W. Hernandez*
Roger W. Hernandez
Deputy