



MOUNTAINS RECREATION & CONSERVATION AUTHORITY

Los Angeles River Center and Gardens
570 West Avenue Twenty-six, Suite 100
Los Angeles, California 90065
Phone (323) 221-9944 Fax (323) 221-9934

Agenda Item XII
MRCA
12/7/16

September 29, 2014

Forestar Chatsworth, LLC
c/o Foremost Management, LLC
4590 MacArthur Blvd., Suite 600
Newport Beach, CA 92660

Re: Deerlake Project

Gentlemen:

This letter confirms the following:

1. That certain Memorandum of Agreement between Mountains Recreation and Conservation Authority ("MRCA") and Presidio Chatsworth Partners, LLC ("PCP") made as of April 22, 2004 and recorded April 22, 2004 as Instrument No. 04-0983740, Official Records of Los Angeles County, California (the "Memorandum of Agreement") provides record notice of that certain Amendment and Restatement – Agreement and Escrow Instructions between MRCA and PCP dated as of April 2004 and which is identified in the Memorandum of Agreement as having been dated as of April 21, 2004 (the "2004 Agreement").
2. All Mitigation Parcels referenced in Section 8 of the 2004 Agreement have been conveyed to MRCA and all mitigation work has been performed.
3. All Boundary Parcels referenced in Section 8 of the 2004 Agreement have been conveyed to MRCA.
4. That certain Deed of Trust made April 17, 2003 and recorded June 20, 2003 as Instrument No. 03-1761599, Official Records of Los Angeles County California (the "2003 Deed of Trust") secures a \$1,000,000 promissory note from PCP to MRCA (the "Note"). A copy of the Note is attached hereto as Exhibit A. At such time as (a) the Note is paid in full or (b) **alternate arrangements are made to fund the \$60,000 per year funding obligation set forth in Section 6 of the 2004 Agreement ("MRCA Service Costs")**, MRCA will request a full reconveyance of the 2003 Deed of Trust and return the Note marked cancelled.

5. MRCA will execute upon request an instrument in recordable form which terminates the Memorandum of Agreement upon the satisfaction of the following outstanding obligations of PCP under the 2004 Agreement:

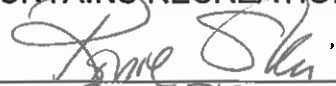
- a. The creation of an arrangement to fund payment of the general support fee of \$54.00 per home or other residential dwelling unit per year set forth in Section 6 of the 2004 Agreement ("MRCA Support Fee").
- b. Conveyance of the Undisturbed Open Space from PCP to MRCA after recordation of the Map pursuant to Section 7 of the 2004 Agreement.
- c. Grant of the Conservation Easements from PCP to MRCA after recordation of the Map pursuant to Section 7 of the 2004 Agreement.
- d. The creation of a binding obligation of the homeowners association to perform weed abatement in the Conservation Easement Property after recordation of the Map pursuant to Section 7 of the 2004 Agreement.
- e. Grant and irrevocable dedication of a Water Line easement from PCP to Las Virgenes Water District, construction of the Water Line, and payment of the cost of a two inch water meter and water connection fee, after recordation of the Map pursuant to Section 10 of the 2004 Agreement.

6. That certain deed of trust made April 2, 2002 and recorded May 2, 2002 as Instrument No. 02-1012713 (the "2002 Deed of Trust") secures amounts payable pursuant to Paragraph 3 of that Agreement dated as of March 29, 2002 among Santa Monica Mountains Conservancy ("SMMC"), MRCA and PCP (the "March 29 Agreement"). All obligations set forth in paragraph 3 of the March 29 Agreement have been satisfied except the obligation to reimburse \$260,000 to the LA County Park District when the first map records. SMMC will request a full reconveyance of the 2002 Deed of Trust when the \$260,000 reimbursement is made to the LA County Park District. Except for any outstanding obligations of PCP under the 2004 Agreement set forth in the preceding paragraph which are also obligations of PCP under the March 29 Agreement, all obligations of PCP under the March 29 Agreement will be satisfied when the \$260,000 reimbursement is made to the LA County Park District.


7. It was the intent of MRCA and PCP that the relocation of the fence referenced in paragraph 11 of the 2004 Agreement (the "Fence") would take place after recordation of the Map. To permit you to relocate the Fence after the map records, MRCA will grant you a license for such purpose for a period of one year after the Map records and otherwise on the same terms and conditions set forth in paragraph 11 of the 2004 Agreement. MRCA and SMMC understand that you intend to acquire Deerlake Ranch

located in the Northern San Fernando Valley area of Los Angeles County and that you and your successors in interest and assigns will be relying on this letter.

MOUNTAINS RECREATION AND CONSERVATION AUTHORITY

By: 
Name: RORIE SKEEL
Title: Chief Deputy Executive Officer

SANTA MONICA MOUNTAINS CONSERVANCY

By: 
Name: JOSEPH EDMISTON
Title: EXEC. DIRECTOR