



# County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION  
LOS ANGELES, CALIFORNIA 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA  
Chief Executive Officer

December 4, 2007

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**CONVEYANCE OF COUNTY-OWNED REAL PROPERTY  
TO THE LOS ANGELES UNIFIED SCHOOL DISTRICT  
FLORENCE AREA, UNINCORPORATED LOS ANGELES COUNTY  
(SECOND DISTRICT) (4 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the County-owned real property, legally described in the Quitclaim Deed and depicted in the Plat Map, as a portion of a public street Right of Way (ROW) on East 62<sup>nd</sup> Street and an alleyway between Naomi and Hooper Avenues, located in the Florence Area (Property), is not required for County use and is surplus to any immediate or foreseeable County need.
2. Find that the proposed sale of the Property is categorically exempt under the California Environmental Quality Act (CEQA).
3. Approve the conveyance of the County's right, title, and interest in the Property for \$15,000 to the Los Angeles Unified School District (LAUSD).
4. Instruct the Chairman to execute the Quitclaim Deed and Sale and Purchase Agreement, both of which have been approved as to form by County Counsel.
5. Instruct the Auditor-Controller to deposit the sale proceeds into the Asset Development Implementation Fund as directed by the Chief Executive Office (CEO).
6. Authorize the CEO to execute any other documents necessary to complete the sales transaction upon approval as to form by County Counsel.

Board of Supervisors  
GLORIA MOLINA  
First District

YVONNE B. BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to approve the sale of, and convey title to the Property, a 5,377 square foot portion of a public street ROW identified as East 62<sup>nd</sup> Street, and the alleyway between Naomi and Hooper Avenues in the Florence area of unincorporated Los Angeles County, legally described and depicted in Attachment 1.

LAUSD is in the process of acquiring numerous assembled parcels in the area in which the Property is located, through condemnation, for the construction of the 16-acre Southwest Regional High School #2, which will be located adjacent to Mary McLeod Bethune County Park (Bethune Park). Under threat of condemnation by LAUSD, and in an effort to avoid litigation costs associated with such an action, the County has agreed to proceed with the sale of the Property. LAUSD has submitted an application with the County's Department of Public Works to vacate the ROW and the alleyway that comprise the Property, in order to accommodate the intended use. In addition, the Property in question has never been used or contemplated for use as park land.

LAUSD's acquisition of the Property will allow the County the opportunity to assist in providing enhanced educational, recreational, and aesthetic needs to the community. The acquisition of the Property by LAUSD will also provide safe and direct pedestrian access to Bethune Park, as well as eliminate any further County exposure to liability, ongoing maintenance costs, and safety concerns incurred by its ownership.

### **Implementation of Strategic Plan Goals**

The proposed recommendations are consistent with the County Strategic Plan goals of service excellence and fiscal responsibility (Goals 1 and 4) in that they facilitate the sale of real property in a way that is responsive and beneficial to the surrounding community. The sale will provide for County residents' educational and recreational needs, while generating funds which could be used to improve the physical infrastructure of the County's existing real estate assets.

## **FISCAL IMPACT/FINANCING**

LAUSD has agreed to pay the County \$15,000 for the Property. The sales price is reflective of a similar appraisal conducted by the City of Los Angeles (City) for the remainder of the City's ownership in Naomi Avenue. CEO Real Estate Division staff has reviewed the City's and LAUSD's appraised values, and after negotiation with LAUSD, concur that the amount offered is within an acceptable range of fair market value.

The proceeds from the proposed sale will be deposited into the County's Asset Development Implementation Fund.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The conveyance of the Property to LAUSD is authorized by Section 25365 of the California Government Code, which authorizes real property transfers to other government agencies. Notification of your Board's intended action has been published in compliance with Governmental Code Section 6061.

As required by Government Code Section 65402, notification of the proposed sale was submitted to the County's Department of Regional Planning, which has jurisdiction for determining conformance with the adopted general plan. No objection to this sale was received within 40 days after the notification was provided.

Notice was also given to the appropriate public agencies of the proposed sale as required by Government Code Section 54222. Of the responses received, none notified the County of any intent to purchase or lease the Property.

LAUSD will be financially responsible for any impacts to Bethune Park created by this project. At this time it has been determined that the loss of access to an existing trash enclosure that serves Bethune Park will occur. Given that truck access to the trash enclosure will be eliminated with the vacation of Naomi Avenue, LAUSD, working in conjunction with CEO and the Department of Parks and Recreation (Parks), is to replace and reconstruct a trash enclosure at a new location selected by Parks.

County Counsel has reviewed the Quitclaim Deed (Attachment 2) and Sale and Purchase Agreement (Attachment 3) related to the proposed conveyance and has approved them as to form.

### **ENVIRONMENTAL DOCUMENTATION**

The sale of surplus government property is a Class 12 categorical exemption from CEQA pursuant to Section 15312 of the State CEQA guidelines and the revised Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987. Upon conveyance of the Property, LAUSD will be responsible for complying with any CEQA requirements in connection with the vacation and completion of any improvements to the Property.

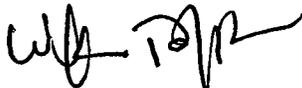
**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Inasmuch as the Property is in the process of being vacated, there will be minimal impact on current or future County services. Although access to Bethune Park from Naomi Avenue will be temporarily compromised by LAUSD's project, patrons of Bethune Park can still park and access Bethune Park's facilities at Hooper Avenue. Additionally, the trash enclosure currently located at Naomi Avenue will be, as stated earlier, relocated and reconstructed by LAUSD, at its cost, to a site determined by Parks.

**CONCLUSION**

It is requested that the Executive Officer, Board of Supervisors, return an executed Sale and Purchase Agreement and Quitclaim Deed for the property sold, two certified copies of the Minute Order, and the adopted, stamped Board letter to the CEO Real Estate Division at 222 South Hill Street, 3rd Floor, Los Angeles, CA 90012 for further processing.

Respectfully submitted,



WILLIAM T FUJIOKA  
Chief Executive Officer

WTF:DL:JSE  
CB:RH:dd

Attachments (3)

c: County Counsel  
Auditor-Controller  
Department of Parks and Recreation

ATTACHMENT 1  
LEGAL DESCRIPTION AND PLAT MAP

## LEGAL DESCRIPTION SALE TO LAUSD

### Parcel 1

Being a Portion of Lots 138, 139 Lying Within 62nd Street, 50.00 Feet Wide, formerly known as 64th Street, In Tract No. 5450, In the County Of Los Angeles, State Of California, as per map recorded In Book 59 Pages 94 And 95 of Maps, in the Office of the County Recorder of said County, more particularly described as follows:

Beginning At Said Point "A" In the Centerline Of 62nd Street, 50.00 Feet Wide, Thence Westerly Along Said Centerline North  $89^{\circ} 59' 52''$  West 59.99 Feet To The Southerly Prolongation Of The Westerly Line Of Said Lot 138; Thence North  $0^{\circ} 09' 28''$  East 25.00 Feet To The Northerly Line Of Said 62nd Street; Thence Easterly Along Said Northerly Line South  $89^{\circ} 59' 52''$  East 80.00 Feet To The Easterly Line Of Said Lot 139; Thence Leaving Said Northerly Line Of 62nd Street South  $0^{\circ} 09' 32''$  West 25.00 Feet To Said Centerline Of 62nd Street; Thence Westerly Along Said Centerline North  $89^{\circ} 59' 52''$  West 20.00 Feet to Point "A".

Contains 2,000 Square Feet, More Or Less.

### Parcel 2

That Portion of Lots 151 through 161 Lying Within a Portion of the 15.00 Feet Wide Alley, and Being East of Naomi Avenue, in Tract No. 5450 in the County of Los Angeles, State Of California, as per map recorded in Book 59 Pages 94 and 95, in the Office of the County Recorder of Said County, more particularly described as Follows:

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Contains 3,377 Square Feet, More Or Less.

ATTACHMENT 2  
QUITCLAIM DEED

RECORDING REQUESTED BY & MAIL TO .  
Los Angeles Unified School District .  
1055 West 7th Street, 10th Floor .  
Los Angeles, CA 90017 .  
Attention: Director of Real Estate c/o .  
Escrow Manager .  
.

\_\_\_\_\_  
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

# QUITCLAIM DEED

The **COUNTY OF LOS ANGELES**, a body corporate and politic, for valuable consideration receipt of which is hereby acknowledged or has been secured by a deed of trust, does hereby surrender, quitclaim and release to:

**Los Angeles Unified School District, a school district duly organized and existing under the laws of the State of California**

all of the County's right, title and interest in and to the described real property, ("Property") reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the Property without the right to the use of the surface or subsurface to a depth of 500 feet, measured vertically from the surface of the Property.

The Property is located in the unincorporated Florence territory of the County of Los Angeles, State of California and is further described in Exhibit A which is incorporated herein by reference as though set forth in full.

**SUBJECT TO AND BUYER TO ASSUME:**

- a. All taxes, interest, penalties and assessments of record, if any.
- b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.

Dated \_\_\_\_\_

COUNTY OF LOS ANGELES

COLA LOG NO. \_\_\_\_\_

By \_\_\_\_\_  
Zev Yaroslavsky  
Chairman, Board of Supervisors

Parcel 1

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Contains 3,377 Square Feet, More Or Less.

ATTACHMENT 3  
SALE AND PURCHASE AGREEMENT

## SALE AND PURCHASE AGREEMENT

**THIS SALE AND PURCHASE AGREEMENT** ("Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2007, by and between the **COUNTY OF LOS ANGELES** ("Seller"), and **LOS ANGELES UNIFIED SCHOOL DISTRICT** ("Buyer"). Based upon the mutual consideration provided for herein, Seller and Buyer agree as follows:

Sale and Purchase. Seller is the owner of certain real property located at 62nd Street and the alleyway on the southerly side of Mary McLeod Bethune County Park in the unincorporated Florence territory of the County of Los Angeles, State of California and legally described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). Seller desires to sell the Property, and convey it to Buyer, and Buyer desires to purchase the Property and accept it from Seller, for the consideration and on the terms and conditions hereinafter set forth.

2. Purchase Price. The purchase price ("Purchase Price") for the Property is Fifteen Thousand and NO/100 Dollars (\$15,000.00), payable pursuant to Section 29 of this Agreement and the Escrow Instructions attached hereto as Exhibit B and incorporated herein by this reference.

3. Costs. All costs and expenses related to this transaction shall be paid by Buyer, including, but not limited to, the cost of a title insurance policy, and all documentary transfer taxes, recording and any other miscellaneous customary charges and fees.

4. Conveyance and Closing Date. Seller shall convey the Property to Buyer on or before the later of (i) December 4, 2007, or (ii) a date occurring 15 days after the County of Los Angeles Board of Supervisors approves the sale of the Property ("Closing Date") by quitclaim deed in the form attached hereto as Exhibit C and incorporation herein by this reference (the "Deed"), subject to:

- A) all non-delinquent taxes, interest, penalties and assessments of record, if any;
- B) covenants, conditions, restrictions, reservations, easements, licenses, rights, and rights-of-way of record, if any;
- C) Seller reservation to itself and exception from the conveyance contemplated herein of all oil, gas, hydrocarbons, or other minerals in and under the Property without the use of the surface or subsurface, to a depth of 500 feet, measured vertically, from the surface of the Property.

D.) Buyer waives any and all claims, caused by any soil contaminants known by Buyer to exist at, in, or on the Property at the time of purchase, and agrees to indemnify, defend, save and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents, from and against any and all liability, expense (including defense costs and legal fees), and claims for damages caused by any soil contaminants known by Buyer to exist at, in, or on the Property at the time of purchase.

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

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

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

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

13. Notices. All notices, demands and requests required or desired to be given pursuant to this Agreement by either party shall be sent by United States Mail, registered or certified postage prepaid, and addressed to the parties as follows:

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

Buyer: Los Angeles Unified School District  
1055 West 7th Street, 10th Floor  
Los Angeles, CA 90017  
Attention: Director of Real Estate c/o Escrow Manager

With a copy to:  
Office of General Counsel - Facilities Legal  
333 South Beaudry Avenue, 23rd Floor  
Los Angeles, CA 90017  
Attention Michelle Meghrouni, Esq.

23. Assistance of Counsel. Each party hereto either had the assistance of counsel or had counsel available to it, in the negotiation for, and the execution of, this Agreement, and all related documents.

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

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

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

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

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

29. Escrow. The Buyer and Seller agree to open an escrow (the "Escrow") with the escrow holder listed in this Section 29 below (the "Escrow Holder") and agree to execute mutually acceptable escrow instructions in substantially the same form of Exhibit B hereto to carry out the purchase and sale of the Property as contemplated in this Agreement.

Notwithstanding anything contained in Section 5 above, Buyer and Seller also agree to execute and deliver to Escrow Holder all documents reasonably required by Buyer's title insurance carrier to issue title insurance to Buyer and all documents reasonably required by Escrow Holder to close escrow as contemplated in this Agreement.

First American Title Company  
Attn: Deborah Erickson, Escrow Officer  
520 North Central Avenue, Suite 520  
Glendale, CA 91203  
Telephone: (800) 668-4853  
Facsimile: (818) 450-0132

## EXHIBIT A

### Parcel 1

Being a Portion of Lots 138, 139 Lying Within 62nd Street, 50.00 Feet Wide, formerly known as 64th Street, In Tract No. 5450, In the County Of Los Angeles, State Of California, as per map recorded In Book 59 Pages 94 And 95 of Maps, in the Office of the County Recorder of said County, more particularly described as follows:

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Contains 2,000 Square Feet, More Or Less.

### Parcel 2

That Portion of Lots 151 through 161 Lying Within a Portion of the 15.00 Feet Wide Alley, and Being East of Naomi Avenue, in Tract No. 5450 in the County of Los Angeles, State Of California, as per map recorded in Book 59 Pages 94 and 95, in the Office of the County Recorder of Said County, more particularly described as Follows:

Beginning at the Centerline Intersection of 63rd Street, 40.00 Feet Wide, and Naomi Avenue, 40.00 Feet Wide, as shown on the Map of Mary McLeod Bethune Park recorded in County Survey Book 2864 Pages A1 And A2 in the Office of the County Recorder of Said County; Thence Northerly Along Said Centerline Of Naomi Avenue North  $0^{\circ} 09' 32''$  East 171.47 Feet To The Centerline Of Said Alley; Thence Easterly Along Said Alley Centerline North  $89^{\circ} 58' 28''$  East 20.00 Feet To The True Point Of Beginning; Thence Continuing Along Said Alley Centerline North  $89^{\circ} 58' 28''$  East 450.28 Feet To The Westerly Line Of Hooper Avenue, 80.00 Feet Wide; Thence Northerly Along Said Westerly Line North  $0^{\circ} 07' 05''$  West 7.50 Feet to the Northerly Line of Said Alley; Thence Westerly Along Said Northerly Line South  $89^{\circ} 58' 28''$  West 450.24 Feet to the Easterly Line of Naomi Street, 40.00 Feet Wide, Thence Southerly Along Said Easterly Line South  $0^{\circ} 09' 32''$  West 7.50 Feet to the True Point Of Beginning.

Contains 3,377 Square Feet, More Or Less.

B. Delivery by Buyer in Escrow.

- (i) 1 original Certificate of Acceptance, duly executed by Buyer; and
- (ii) Such other instruments and documents as may be reasonably requested by Escrow Holder or otherwise required to transfer the Property to Buyer.

Notwithstanding anything to the contrary set forth in this Agreement, Buyer shall not be obligated to execute and deliver the Certificate of Acceptance until Buyer has received satisfactory evidence of Seller's delivery to Escrow Holder of the Quitclaim Deed duly executed by Seller, acknowledged and recordable form.

C. Further Delivery by Buyer in Escrow. Buyer shall deposit into Escrow the Purchase Price amount of Fifteen Thousand and NO/100 Dollars (\$15,000.00) plus additional sums as shall be necessary to pay the expenses pursuant to Section 3 of the Agreement so long as the following conditions precedent have been satisfied: (a) Seller has fully performed its obligations under this Agreement; (b) Escrow Holder has previously notified Buyer that Seller has delivered into Escrow all of its documents required under Section 3.A of this Exhibit B, and (c) Escrow Holder has previously notified Buyer that Escrow Holder is able to proceed to close Escrow in accordance with the terms of the Agreement and this Exhibit B.

4. Conditions to Close.

A. Buyer. Escrow shall not close unless and until the following conditions precedent and contingencies have been satisfied or waived in writing by Buyer:

- (i) All funds and instruments described in Section 3.B of this Exhibit B, have been delivered to the Escrow Holder;
- (ii) Title Company shall be in a position to, and shall concurrently with the transfer of the Property, issue to Buyer the Title Policy, as hereinafter defined, in accordance with Section 6 of this Exhibit B, and

B. Seller. Escrow shall not close unless and until the following conditions precedent and contingencies have been satisfied or waived in writing by Seller:

- (i) All funds and instruments described in this Section 3.A of this Exhibit B have been delivered to the Escrow Holder;

C. Escrow Holder. Escrow shall not close unless and until Escrow Holder commits to issuing an owner's policy of title insurance in the amount of the Purchase Price insuring that title to the Property is vested in Buyer, subject only to those exceptions to title that Buyer approved during the Due Diligence Period, and containing such title endorsements and such other coverage as Buyer may request (the "**Title Policy**").

EXHIBIT C

RECORDING REQUESTED BY & MAIL TO

Los Angeles Unified School District  
1055 West 7th Street, 10th Floor  
Los Angeles, CA 90017  
Attention: Director of Real Estate c/o  
Escrow Manager

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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

# QUITCLAIM DEED

The **COUNTY OF LOS ANGELES, a body corporate and politic**, for valuable consideration receipt of which is hereby acknowledged or has been secured by a deed of trust, does hereby surrender, quitclaim and release to:

**Los Angeles Unified School District, a school district duly organized and existing under the laws of the State of California**

all of the County's right, title and interest in and to the described real property, ("Property") reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the Property without the right to the use of the surface or subsurface to a depth of 500 feet, measured vertically from the surface of the Property.

The Property is located in the unincorporated Florence territory of the County of Los Angeles, State of California and is further described in Exhibit A which is incorporated herein by reference as though set forth in full.

**SUBJECT TO AND BUYER TO ASSUME:**

- a. All taxes, interest, penalties and assessments of record, if any.
- b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.

Dated \_\_\_\_\_

COUNTY OF LOS ANGELES

COLA LOG NO. \_\_\_\_\_

By \_\_\_\_\_  
Zev Yaroslavsky  
Chairman, Board of Supervisors

Parcel 1

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Contains 2,000 Square Feet, More Or Less.

Parcel 2

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