



MARK PESTRELLA, Chief Deputy Director

**COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC WORKS**

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone (626) 458-5100  
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE  
REFER TO FILE

January 17, 2017

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

Dear Supervisors:

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

40 January 17, 2017

LORI GLASGOW  
EXECUTIVE OFFICER

**AGREEMENT AND TRANSFER OF COUNTY SURPLUS REAL PROPERTY BETWEEN  
THE COUNTY OF LOS ANGELES AND THE CITY OF REDONDO BEACH  
AVIATION BOULEVARD- PARCELS 5-1EXF AND 5-2EXF AND  
MARINE AVENUE - PARCEL 37-8EXF IN THE CITY OF REDONDO BEACH  
(SUPERVISORIAL DISTRICT 4)  
(3 VOTES)**

**SUBJECT**

This action is to approve the transfer of County-owned surplus real property to the City of Redondo Beach and to authorize the Chief Deputy Director of Public Works or his designee to execute a quitclaim deed of the real property to the City of Redondo Beach, as well as to execute an indemnity agreement with the City of Redondo Beach.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find this action categorically exempt from the provisions of the California Environmental Quality Act.
2. Find that the County of Los Angeles' fee interests in the real property identified as Aviation Boulevard, Parcels 5-1EXF and 5-2EXF, and Marine Avenue, Parcel 37-8EXF, in the City of Redondo Beach, are no longer required for highway purposes.
3. Approve the transfer of fee interests in Aviation Boulevard, Parcels 5-1EXF and 5-2EXF, and Marine Avenue, Parcel 37-8EXF, from the County of Los Angeles to the City of Redondo Beach, and delegate authority to the Chief Deputy Director of Public Works or his designee to execute a quitclaim deed, substantially similar to the enclosed, conveying the above fee interests from the County to the City of Redondo Beach.

4. Delegate authority to the Chief Deputy Director of Public Works or his designee to execute an indemnity agreement between the County of Los Angeles and the City of Redondo Beach, which requires the City to defend and indemnify the County against any and all claims arising from or related to the County's quitclaim of Marine Avenue, Parcel 37-8EXF, and all claims arising from or related to a pending eminent domain action involving Parcel 37-8EXF. The indemnity agreement will be substantially similar to the enclosed copy.

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

The purpose of the recommended actions is to find the action categorically exempt from the provisions of the California Environmental Quality Act (CEQA); obtain approval to quitclaim County of Los Angeles fee-owned property in Aviation Boulevard, referred to as Parcels 5-1EXF and 5-2EXF, and Marine Avenue, referred to as Parcel 37-8EXF, to the City of Redondo Beach; and obtain delegated authority for the Chief Deputy Director of Public Works or his designee to execute a quitclaim deed (Enclosure A) and indemnity agreement (Enclosure B) substantially similar to the enclosed between the County and the City.

In 1959 the County performed a road improvement project for the City over Aviation Boulevard between Compton Boulevard (now known as Marine Avenue) and Manhattan Beach Boulevard (Project). As part of the Project, the County acquired fee title from private property owners to Parcels 5-1EXF, 5-2EXF, and 37-8EXF. In 1961 the City acquired an easement from the County for road purposes over the subject parcels and has been operating and maintaining Aviation Boulevard and Marine Avenue as City streets.

In July 2015 an eminent domain action was initiated by Plains West Terminal, LLC, against the County to acquire a permanent easement for the operation and maintenance of its pipeline, which runs beneath Parcel 37-8EXF. Because Aviation Boulevard, Parcels 5-1EXF and 5-2EXF, and Marine Avenue, Parcel 37-8EXF, are operated and maintained by the City as City streets, and the County does not require these parcels for any purpose, the Department of Public Works recommends that the County quitclaim these parcels to the City.

The City has agreed to accept the quitclaim of the parcels, and since Parcel 37-8EXF is the subject of an ongoing eminent domain lawsuit, the City has agreed to indemnify and defend the County in the eminent domain lawsuit, and against any and all claims that may arise as a result of the quitclaim of Parcel 37-8EXF to the City.

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

The County Strategic Plan directs the provision of Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability. The recommended action allows the City to control the road right of way, improving transportation efficiency, promoting sound, prudent, and transparent policies and practices while preserving the quality of life for residents of the County.

#### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

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

Parcels 5-1EXF and 5-2EXF are located along the easterly side of Aviation Boulevard between Marine Avenue and Manhattan Beach Boulevard, and Parcel 37-8EXF is located on the south side of Marine Avenue at its intersection with Aviation Boulevard in the City of Redondo Beach.

The proposed transfer of the subject parcels is authorized by California Streets and Highways Code Section 960. This section provides as follows: "Whenever the board of supervisors determines that any real property, or interest therein, acquired by the county for highway purposes is no longer necessary for those purposes, the county may sell or exchange the real property, or interest therein, in the manner and upon the terms and conditions approved by the board of supervisors."

The Quitclaim Deed document will contain a condition that the property can only be used for public road-related purposes or the City must pay the County fair market value for the property. The Quitclaim Deed and indemnity agreement will be approved by County Counsel as to form prior to execution and will be recorded.

## **ENVIRONMENTAL DOCUMENTATION**

This proposed transfer is categorically exempt from the provisions of CEQA, pursuant to Section 15312 of the CEQA Guidelines, and Class 12 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board of Supervisors on November 17, 1987. This exemption provides for the sale of surplus government property. Additionally, the proposed transfer does not involve any cumulative impacts, unusual circumstances, or other limiting factors that would make the exemption inapplicable, based on the project records.

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

There is no impact to current County services or projects.

**CONCLUSION**

Please return one adopted copy of this letter to the Department of Public Works, Survey/Mapping & Property Management Division.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark Pestrella". The signature is fluid and cursive, with the first name "Mark" written in a larger, more prominent script than the last name "Pestrella".

MARK PESTRELLA  
Chief Deputy Director

MP:JTS:mr

Enclosures

c: Auditor-Controller (Accounting Division–Asset  
Management)  
Chief Executive Office (Rochelle Goff)  
County Counsel  
Executive Office

# Enclosure A

RECORDING REQUESTED BY  
AND MAIL TO:

City of Redondo Beach  
531 North Gertruda Avenue  
Redondo Beach, CA 90277  
Attention: Ted Semaan  
Director of Public Works

*Space above this line reserved for Recorder's use*

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

Assessor's Identification Number:  
4149-008-Street (Portions)

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

### QUITCLAIM DEED

For a valuable consideration, receipt of which is hereby acknowledged, the COUNTY OF LOS ANGELES, a body corporate and politic, does hereby remise, release, and forever quitclaim to the CITY OF REDONDO BEACH, a municipal corporation, all its right, title, and interest in and to the real property in the City of Redondo Beach, County of Los Angeles, State of California, described in Exhibit A and shown on and delineated on Exhibit B, both of which are attached hereto and by this reference made a part hereof.

The real property conveyed herein must be used for public street and highway purposes and if the City should fail, refuse, or neglect to use said real property for said purposes, then City shall compensate the County in the amount of the then fair market value of the real property.

Pursuant to the authority delegated by the Board of Supervisors of the County of Los Angeles, this conveyance has been executed on behalf of said County by the Chief Deputy Director of the County of Los Angeles Department of Public Works on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

COUNTY OF LOS ANGELES,  
a body corporate and politic

MARK PESTRELLA  
Chief Deputy Director  
Department of Public Works

By \_\_\_\_\_  
JAMES T. SPARKS  
Assistant Deputy Director  
Survey/Mapping & Property Management Division

Marine Avenue  
(Files: AVIATION BOULEVARD (5) and  
COMPTON BOULEVARD (37))  
Parcels 5-1EXF, 5-2EXF, and 37-8EXF  
I.M. 069-157  
S.D. 4 M1677004  
Project ID No. MPR0000721

KR:bw

**ACKNOWLEDGMENT FORM  
(FOR COUNTY USE ONLY)**

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     )  
  ) ss.  
COUNTY OF LOS ANGELES )

On \_\_\_\_\_, before me, \_\_\_\_\_, Deputy County Clerk of the County of Los Angeles, personally appeared \_\_\_\_\_, 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 on 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.

\_\_\_\_\_  
Deputy County Clerk of the County of Los Angeles

(Seal)

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the deed or grant herein, dated \_\_\_\_\_, from the County of Los Angeles, a body corporate and politic, to the City of Redondo Beach, a municipal corporation, is hereby accepted pursuant to authority conferred by Resolution No. \_\_\_\_\_ of the City Council of the City of Redondo Beach, adopted \_\_\_\_\_, and the grantee consents to the recordation thereof by its duly authorized officer.

Dated \_\_\_\_\_

By \_\_\_\_\_  
City Clerk, City of Redondo Beach

## **EXHIBIT A**

Project Name: MARINE AVENUE

File with: **AVIATION BOULEVARD 5-1EXF**

Includes: Parcel No. 5-2EXF

Also file with: **COMPTON BOULEVARD 37-8EXF**

A.I.N. 4149-008-STREET

T.G. 732 (J5) and T.G. 733 (A5 & A6)

I.M. 069-157

Fourth District

M1677004

### **LEGAL DESCRIPTION**

#### **PARCEL NO. 5-1EXF** (Quitclaim of fee):

Those certain parcels of land in Lots 6 and 7, Section 20, Township 3 South, Range 14 West, in the Rancho Sausal Redondo, as shown on Partition Map showing property formerly of the Redondo Land Company, filed as Recorder's Filed Map No. 140, in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles, described as Parcel A and Parcel B, in deed to said county, recorded on June 17, 1959, as Document No. 4562, in Book D505, page 483, of Official Records, in the office of said Registrar-Recorder/County Clerk.

Containing: 25,140± square feet.

Known as AVIATION BOULEVARD.

#### **PARCEL NO. 5-2EXF** (Quitclaim of fee):

That certain parcel of land in the above-mentioned Lot 7, described in deed to the County of Los Angeles, recorded on July 7, 1959, as Document No. 3542, in Book D528, page 546, of the above-mentioned Official Records.

Containing: 28,379± square feet.

Known as AVIATION BOULEVARD.

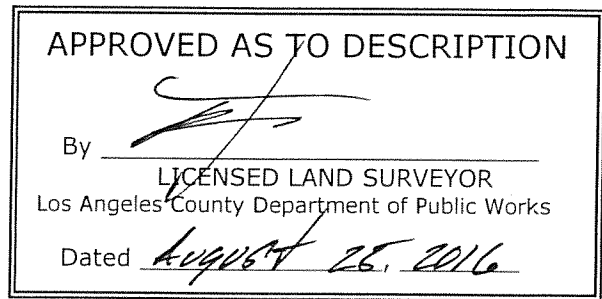


**PARCEL NO. 37-8EXF** (Quitclaim of fee):

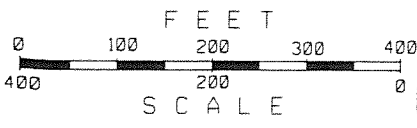
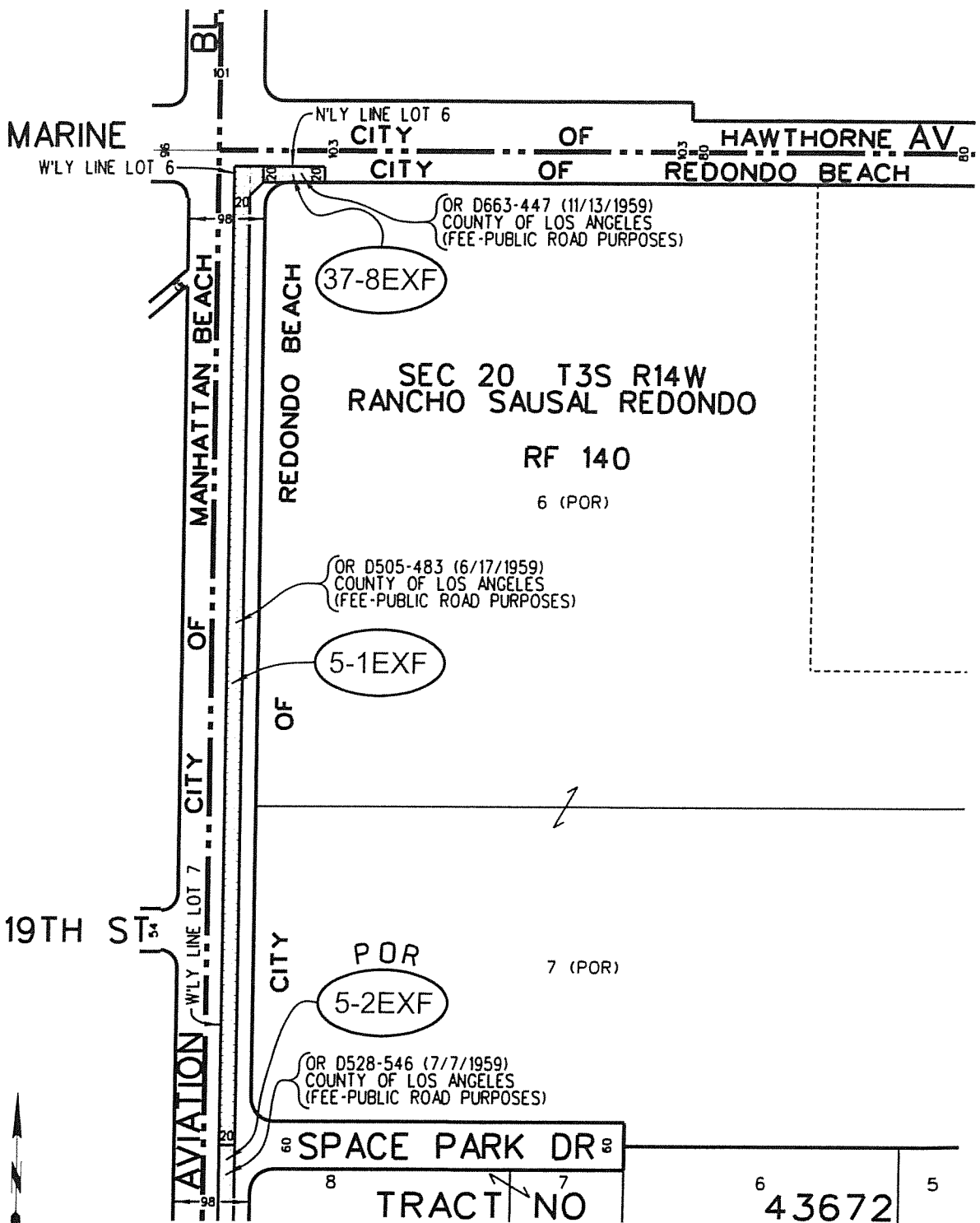
That certain parcel of land in the above-mentioned Lot 6, described in deed to the County of Los Angeles, recorded on November 13, 1959, as Document No. 4862, in Book D663, page 447, of the above-mentioned Official Records.

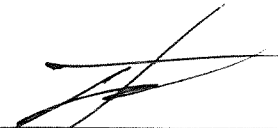
Containing: 1,600± square feet.

Known as MARINE AVENUE.



# EXHIBIT B



BY: 


LICENSED SURVEYOR

DATE 8.25.16

**LEGEND:**

DIMENSIONS ARE IN FEET.

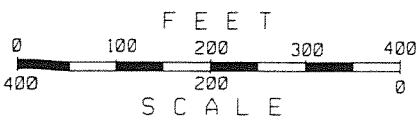
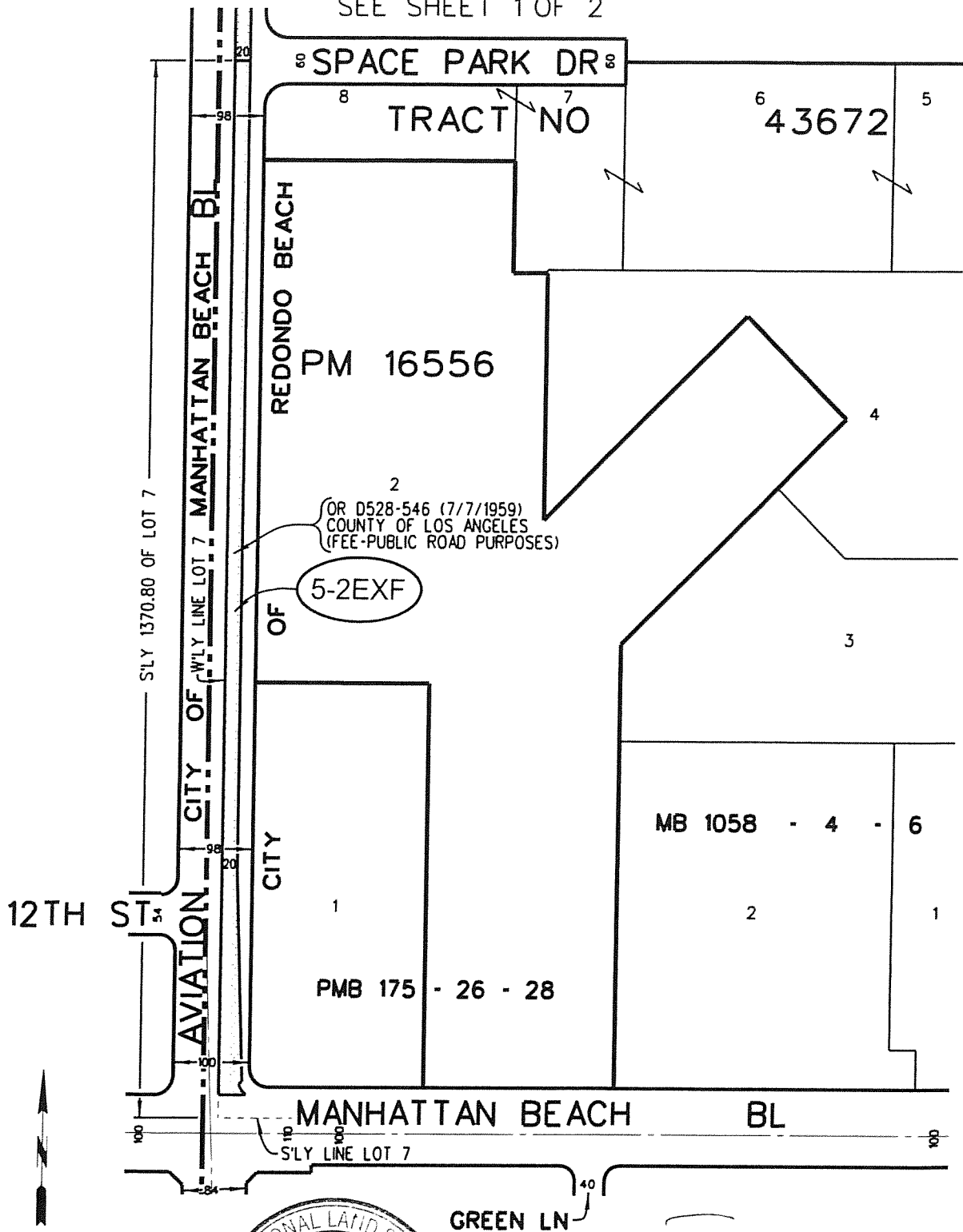
EXF DENOTES QUITCLAIM OF FEE.

 - AREA TO BE QUITCLAIMED BY COUNTY OF LOS ANGELES.

<b>REFERENCE:</b>	LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS SURVEY/MAPPING & PROPERTY MANAGEMENT DIVISION			
IM 069-157 A.I.N. 4149-008-STREET T.G. 732-J5	<b>PROJECT:</b>	MARINE AVENUE FILE WITH: AVIATION BOULEVARD (5) FILE WITH: COMPTON BOULEVARD (37)		
PROJECT I.D. MPR0000721	PREPARED BY J BURGESS	DATE 8/23/2016	SHEET 1 OF 2	

# EXHIBIT B

SEE SHEET 1 OF 2



BY: *[Signature]* DATE: 8.25.16  
 LICENSED SURVEYOR

**LEGEND:**  
 DIMENSIONS ARE IN FEET.  
 EXF DENOTES QUITCLAIM OF FEE.  
 [Dotted Box] - AREA TO BE QUITCLAIMED BY COUNTY OF LOS ANGELES.

<b>REFERENCE:</b> IM 069-157 A.I.N. 4149-008-STREET T.G. 733-A5, A6	<b>LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS                  SURVEY/MAPPING &amp; PROPERTY MANAGEMENT DIVISION</b>			
	<b>PROJECT:</b> MARINE AVENUE FILE WITH: AVIATION BOULEVARD (5)			
PROJECT I.D. MPR0000721	PREPARED BY J BURGESS	DATE 8/23/2016	SHEET 2 OF 2	

# Enclosure B

## AGREEMENT

**THIS AGREEMENT** ("Agreement") is made and entered into as of \_\_\_\_\_, 2016 ("Effective Date"), between the City of Redondo Beach ("City") and the County of Los Angeles ("County"), collectively referred to as the "Parties" herein.

## RECITALS

**WHEREAS**, the County is the fee owner of the portion of the southerly 20 feet of the street formerly known as Compton Boulevard, which is now designated Marine Avenue, extending between 37 and 117 feet east of the center line of Aviation Boulevard in the City of Redondo Beach, which is a distinct parcel of land owned by the County in fee ownership, over which the City owns and operates a road, and has done so continuously since some time prior to January 1, 1965 ("Property");

**WHEREAS**, the City owns and operates the road for the benefit of the public and such land is without an Assessor Parcel designation;

**WHEREAS**, the County wishes to quitclaim its interest in and to the Property to the City and the City wishes to accept such quitclaim;

**WHEREAS**, a pipeline company sued the County as a defendant in the condemnation action entitled *Plains West Coast Terminals, LLC, a Delaware limited liability company, fka Pacific Terminals, LLC, a Delaware limited liability company ("Plains") v. County of Los Angeles, et al.*, Los Angeles Superior Court Case Number BC587183 ("Eminent Domain Action");

**WHEREAS**, in exchange for quitclaiming the Property to the City, the County has requested that the City:

(1) indemnify the County against any and all claims and issues in, arising from or related to the Eminent Domain Action, including, but not limited to: (a) reimbursing the County's reasonable costs and reasonable in house (County Counsel) legal fees incurred by the County in the defense of the Eminent Domain Action after the Effective Date; (b) paying any damages, award of costs, litigation expenses entered or awarded by the Court as against the County in the Eminent Domain Action.

(2) indemnify the County against any and all claims arising from or related to County's quitclaim of the Property to the City, including, but not limited to: (a) reimbursing the County's reasonable costs and in house (County Counsel) legal fees incurred in the defense of any and all claims arising from or related to County's quitclaim of the Property.

**WHEREAS**, the City is agreeable to the request of the County as set forth in the preceding recital.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the following terms, conditions and covenants, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**SECTION 1. Recitals.** The Recitals set forth above are acknowledged as true and correct by the parties.

**SECTION 2. Indemnity.**

**A.** The City shall indemnify the County, and its respective employees, and officers against any and all claims, liability, and actions arising from or related to the Eminent Domain Action, including, but not limited to: (a) reimbursing the County's reasonable costs, including expert witness fees, and reasonable in house (County Counsel) legal fees incurred by the County in the defense of the Eminent Domain Action after the Effective Date; and (b) paying any damages, award of costs, litigation expenses, and attorneys fees' entered or awarded by the Court against the County in the Eminent Domain Action.

**B.** The City shall indemnify the County, and its respective employees, and officers against any and all claims, liability, and actions arising from or related to County's quitclaim of the Property to the City, including, but not limited to: (a) reimbursing the County's reasonable costs, including expert witness fees, and in house (County Counsel) legal fees incurred in the defense of any and all claims arising from or related to County's quitclaim of the Property.

**C.** The County will submit monthly invoices to the City for costs, fees, expenses incurred by the County in the defense of the Eminent Domain Action and in the defense of claims, liability, or actions arising from or related to County's quitclaim of the Property as set forth in the preceding paragraphs. The County agrees that the indemnity provided in this Agreement is limited to claims (1) in the Eminent Domain Action and (2) arising out of the quitclaim of the Property by the County to the City.

**D.** Except for the City's indemnity obligations as provided herein, the County agrees it will not seek any monetary compensation from Plains or the City for the County's quitclaim of the Property in connection with the Eminent Domain Action.

**E.** The City requests, and the County agrees to file a disclaimer of any interest in the Property in the Eminent Domain Action pursuant to California Code of Civil Procedure § 1250.325 ("Disclaimer"). The County will make reasonable effort to file the Disclaimer within thirty (30) days of the Effective Date.

**SECTION 3. Successors and Assigns.** The representations, warranties, indemnities, covenants, and agreements provided herein shall become effective upon execution of this Agreement and shall be binding upon the parties' successors and assigns.

**SECTION 4. Quitclaim.** The County hereby agrees that it will quitclaim its interest in and to the Property to the City. The City agrees to accept such quitclaim. The County will deliver a document quitclaiming its right, title and interest in and to the property within 60 days of the Effective Date. If the County does not deliver said quitclaim to the City within the time

provided herein, this Agreement shall be null and void and the County shall not be entitled to any indemnity or reimbursement of defense costs pursuant to this Agreement.

**SECTION 5. Settlement.** The City shall not be required to perform any settlement unless the settlement is approved in writing by the City. If the County refuses to consent to any lawful settlement or compromise acceptable to the City, the City shall not thereafter be responsible to indemnify the County.

**SECTION 6. Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

**SECTION 7. Amendments.** This Agreement may not be changed or amended orally, but only by an instrument in writing signed by both parties.

**SECTION 8. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

**SECTION 9. Severability.** Should any non-material provision of this Agreement be held invalid or illegal, such invalidity or illegality shall not invalidate the whole of this Agreement but, rather, the Agreement shall be construed as if it did not contain the invalid or illegal part, and the rights and obligations of the parties shall be construed and enforced accordingly.

**SECTION 10. Notices.** Any notices or other correspondence between the parties shall be sent to the following unless either party gives the other notice of a change of address:

To County :

Talin Halabi  
Sr. Deputy County Counsel  
500 West Temple Street  
Room 651  
Los Angeles, CA 90012  
T: 213-974-8948  
F: 213-687-7337

To City:

Lisa Bond, Esq.  
Richards, Watson & Gershon  
355 S. Grand Avenue, 40th Floor  
Los Angeles, CA 90071  
T: 213-626-8484  
F: 213-626-0078

**SECTION 11. Assistance Of Counsel; No Presumption Regarding Drafter.** The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and that this Agreement is their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter, shall be applicable in interpreting or enforcing this Agreement.

**SECTION 12. Authority.** The persons executing this Agreement on behalf of City and County represent and warrant that they are duly authorized to do so, thereby fully and legally binding City and County, respectively.

**SECTION 13. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written above.

**CITY:**

**COUNTY:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_