

HOUSING AUTHORITY of the County of Los Angeles

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Hilda L. Solis Mark Ridley-Thomas Sheila Kuehl Janice Hahn Kathryn Barger Commissioners

Monique King-Viehland Executive Director

October 16, 2018

The Honorable Board of Commissioners Housing Authority of the County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Commissioners:

ADOPTED

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

1-H October 16, 2018

CELIA ZAVALA EXECUTIVE OFFICER

APPROVE THE TRANSFER OF THE UJIMA VILLAGE PROPERTY TO THE COUNTY OF LOS ANGELES (DISTRICT 2) (3 VOTE)

SUBJECT

This letter recommends approval to transfer the Housing Authority owned Ujima Village property (Ujima Village) located at 941 East 126th Street in unincorporated Los Angeles County, to the County of Los Angeles (County) and the execution of a Quitclaim Deed and all related documents.

IT IS RECOMMENDED THAT THE BOARD:

- 1. Find that the proposed Ujima Village transfer of property from the Housing Authority to the County is within the scope of the Earvin "Magic" Johnson Park Master Plan (Master Plan) and the Final Environmental Impact Report (FEIR) adopted and approved by the Board on February 23, 2016 and within the scope of the Revised Master Plan and the Addendum to the Certified FEIR adopted and approved on June 6, 2018.
- 2. Approve and authorize the Executive Director, or her designee, to execute a Quitclaim Deed and any related documents to transfer the Ujima Village property located at 941 East 126th Street in unincorporated Los Angeles from the Housing Authority to the County, following approval as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The approval of the recommended actions will find the proposed Ujima Village transfer of property from the Housing Authority to the County is within the scope of the Master Plan and the FEIR

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adopted and approved by the Board on February 23, 2016 and within the scope of the Revised Master Plan and the Addendum to the Certified FEIR adopted and approved on June 6, 2018 and authorize the Executive Director, or her designee to execute a Quitclaim Deed and any related documents to finalize the transfer.

FISCAL IMPACT/FINANCING

There is no impact on the County general fund. The transfer of Ujima Village to the County is at no cost to either party.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On February 23, 2016, your Board adopted the Master Plan, which provides a sweeping vision for upgraded recreational, open space and cultural amenities across the entire park located at 905 East El Segundo Boulevard in the unincorporated community of Willowbrook.

The Master Plan references non-County owned property adjacent to Magic Johnson Park, specifically 16 acres of land that is owned by the Housing Authority, a former affordable housing development known as "Ujima Village" which was demolished in 2012.

The Housing Authority obtained approval from the U.S. Department of Housing and Urban Development (HUD) to reuse the property for open space and recreational use, and to transfer the property to the County for development as a public park and recreation area. Once the Ujima Village site is transferred to the County, the property will add to the existing park acreage and provide the opportunity for the pursuit of timely, coordinated, and enhanced recreational, open space, and cultural amenities consistent with the Board-adopted Master Plan.

On September 26, 2018, the Housing Commission recommended approval of the proposed transfer.

ENVIRONMENTAL DOCUMENTATION

On February 23, 2016, the Board certified the FEIR for the Master Plan, approved a Mitigation Monitoring and Reporting Program and Findings and Statement of Overriding Considerations for capital improvements at the Park and approved the Master Plan to replace the 1978 Willowbrook State Recreation Area General Plan. On June 6, 2018, the Board certified the Addendum to the Certified Environmental Impact Report for the Revised Master Plan. The County of Los Angeles Department of Parks and Recreation filed a Notice of Determination with the County Clerk in accordance with Section 21152 of the California Public Resources Code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow the transfer of Ujima Village to the County, add acreage to the existing Magic Johnson Park and provide the opportunity for the pursuit of timely, coordinated, and enhanced recreational, open space, and cultural amenities consistent with the Board-adopted Master Plan.

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Respectfully submitted,

MONIQUE KING-VIEHLAND

Executive Director

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QUITCLAIM DEED

Recording Requested by: Housing Authority of the County of Los Angeles

After Recordation, Mail to:

County of Los Angeles, Chief Executive Office Asset Management Branch, Real Estate Division 222 South Hill Street, 3rd Floor Los Angeles, CA 90012

This document is exempt from Documentary Transfer Tax pursuant to Section 11922 of the Revenue and Taxation Code.

Assessor Parcel No. 6086-037-906, and 6086-037-907

QUITCLAIM DEED

For valuable consideration, the receipt of which is hereby acknowledged,

THE HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES, a public body, corporate and politic, of the State of California (herein called "Grantor"), does hereby surrender, release and quitclaim to the COUNTY OF LOS ANGELES, a public body, corporate and politic (herein called "Grantee"), all the rights, title and interest in and to the described real property (the "Site"). The Site is located at 941 East 126th Street, Los Angeles, CA 90059 in the unincorporated Los Angeles County, and is more particularly described in the attached Attachment A, which is incorporated herein by this reference as though set forth in full.

SUBJECT TO AND GRANTEE TO ASSUME:

- All taxes, interest, penalties and assessments of record assessed, but not yet due, if any.
- Covenants, conditions, restrictions, reservations, easements, rights, and rightsof-way of record, if any.
- c. And any other encumbrance or interest in the Site, recorded or unrecorded, if any.
- d. All <u>costs</u> and expenses related to this transaction, including but not limited to, the cost of a title insurance policy, if any, and all documentary transfer taxes and document drafting, recording and miscellaneous charges and fees.
- e. All risk of loss or damage with respect to the Site to pass from Grantor to Grantee upon recordation of this Quitclaim Deed.

- f. Grantee has been given the full opportunity to inspect the Site prior to execution of this Quitclaim Deed. Grantee acknowledges that Grantor is transferring the Site "as-is", and no representation or warranties of any kind whatsoever, express or implied, have been made by the Grantor as to the condition of the Site.
- g. In the event of any breach of any covenants contained in this Quitclaim Deed the Grantor, its successors and assigns, shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach. The covenants contained in this Quitclaim Deed shall be for the benefit of and shall be enforceable only by the Grantor, its successors and assigns.
- h. In the event of any express conflict between this Quitclaim Deed and the provisions of any other documents executed or purported to be executed, or any other agreements between the Grantor and Grantee, prior to the date hereto, the provisions of this Quitclaim Deed shall in all instances govern and prevail.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized this day of 2018.
GRANTOR:
HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES
By
MONIQUE KING-VIEHLAND, Executive Director
APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL
By
Deputy

County of Los Angeles			
On	, before me,	_, personally	
the person whose name is that he/she executed the	or proved to me on the basis of satisfa subscribed to the within instrument and same in his/her authorized capacity on the person, or the entity upon beha	d acknowledged to me , and that by his/her	
I certify under PENALTY C foregoing paragraph is true	F PERJURY under the laws of the State and correct.	e of California that the	
WITNESS my hand and of	ficial seal.		
Notary Signature	(SEAL)		

State of California

PROPERTY DESCRIPTION

Address:

941 East 126th Street, Los Angeles, CA 90059

Tract Number 25674, Parcels 906 & 907

APN: 6086-037-906, and 6086-037-907

Property Boundary Description (from County Assessor):

TR=25674 THAT POR IN TRA 1169 OF LOT 1 TR=25674 THAT POR IN TRA 9741 OF LOT 1

