



SACHI A. HAMAI
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

"To Enrich Lives Through Effective And Caring Service"

Board of Supervisors
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April 02, 2019

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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

13 April 2, 2019

CELIA ZAVALA
EXECUTIVE OFFICER

Dear Supervisors:

LEASE TERMINATION AND TRANSFER AGREEMENTS 612 WEST SHORB STREET, ALHAMBRA (FIFTH DISTRICT) (4 VOTES)

SUBJECT

Request for delegated authority for the Chief Executive Officer, or her designee, to execute a Lease Termination Agreement and regain possession of the County-owned real property located at 612 West Shorb Street, Alhambra (Property) and to execute a Transfer Agreement and Quitclaim Deed to convey the Property to the City of Alhambra.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed actions are not a project under the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter.
2. Authorize the Chief Executive Officer, or her designee, to sign the Lease Termination Agreement between the County of Los Angeles (County) and AHMC Health Foundation, a non-profit, public benefit organization incorporated in the State of California (AHMC), terminating Lease Agreement No. 78159 between County and AHMC.
3. Authorize the Chief Executive Officer, or her designee, to sign the Transfer Agreement between the County and the City of Alhambra, setting forth the terms under which the County would transfer 612 West Shorb Street, Alhambra (Property) to the City of Alhambra in accordance with Government Code Section 26365.

4. Instruct the Executive Office of the Board of Supervisors to publish the one-time Notice of Transfer of the Property, in accordance with Government Code Section 6061.
5. Authorize the Chief Executive Officer, or her designee, to sign and record (following the requisite notice publication period) the Quitclaim Deed conveying the Property to the City of Alhambra.
6. Authorize the Chief Executive Officer, or her designee, to negotiate and execute any other ancillary documentation or future amendments, approved as to form by County Counsel, which are necessary to effectuate these agreements and the activities permitted under these agreements.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to allow the Chief Executive Officer, or her designee, to terminate the Lease Agreement No. 78159 dated May 16, 2014 (Lease) with AHMC and regain possession of 612 West Shorb Street, Alhambra (Property). The recommended actions will also allow the Chief Executive Officer, or her designee, to transfer the Property to the City of Alhambra (City).

The Property was originally owned by the City. In 1929, the City transferred the Property to the County of Los Angeles (County) with the understanding that the Property be used for public health purposes and other public purposes. Conveyance of the Property to the County included a reversion provision that stipulates the Property should be transferred back to the City if the County does not use the Property for public purposes. The County operated the Alhambra Health Center on this site until October 2002, when the Health Center closed. On May 16, 2014, the County entered into the Lease with AHMC for use of the Property for a term of 79 years, pursuant to a Board Motion adopted on December 17, 2013. AHMC was required to make certain improvements to the existing structure and use it as a public serving health clinic.

Since the Lease was entered into, AHMC has not performed any of the needed improvements, and therefore, has never opened and operated a public serving health clinic. The Property has remained vacant during the entire term of the Lease. It was determined that it did not make sense to continue to Lease, and the County explored whether there were other County uses for the Property. The Chief Executive Office (CEO) conferred with the County health agencies about the possibility of providing County health programs at the Property, and it was determined due to the high cost to rehabilitate the structure, the County had no further use for the Property.

The CEO has negotiated a Lease Termination Agreement (Attachment A) with AHMC to end the Lease and regain possession of the Property. Since the County does not have a need to use the Property for health or other public purposes, and it does not make sense to retain the liability of ownership, the Property should be transferred back to the City. The City has expressed a desire to accept the Property in its as-is condition for future use by the City.

Implementation of Strategic Plan Goals

The proposed Lease Termination Agreement and Transfer Agreement (collectively, Agreements) support Countywide Strategic Plan Goal II which states “Foster Vibrant and Resilient Communities” and directs that we be the hub of a network of public-private partnering entities. Upon executing the Agreements, the County will help the City activate the Property and strengthen the vibrancy of the surrounding community.

FISCAL IMPACT/FINANCING

The execution of the proposed Agreements will not have a financial impact on the County nor will the conveyance of the Property to the City. The recommended actions will eliminate the County’s need to make a financial investment in the Property and eliminate exposure to liability risks.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed Agreements will be effective upon execution by the County. Except as specified, AMHC’s Lease obligations will cease once the proposed Termination Agreement is executed, which is deemed the termination date. AMHC will be responsible for any claims or liability that arose prior to the termination date and will be responsible for indemnifying the County of any claims or expenses that accrued on or before the termination date. The Property is not required for County use, and under the County’s authority set forth in Government Code Section 25365(a), County proposes to transfer the Property to the City. The City is accepting the Property in its current as-is condition and will relieve the County of any liability or expenses associated with the condition of the Property.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not subject to CEQA because they are activities that are excluded from the definition of a project by Section 21065 of the Public Resources Code and Section 15378(b) of the State CEQA Guidelines. The proposed actions are administrative activities of government, which will not result in direct or indirect physical changes to the environment.

Upon the Board's approval of the recommended actions, CEO will file a Notice of Exemption with the County Clerk in accordance with Section 21152 of the Public Resources Code.

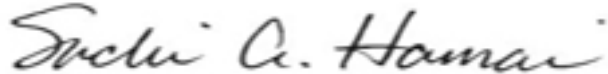
IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will not have any impact on current services or projects.

CONCLUSION

It is requested that the Executive Office, Board of Supervisors, return three adopted Board letters and three certified copies of the Minute Order to the CEO, Real Estate Division at 222 South Hill Street, 3rd Floor, Los Angeles, CA 90012.

Respectfully submitted,

A handwritten signature in black ink that reads "Sachie A. Hamai". The signature is written in a cursive, flowing style.

SACHI A. HAMAI

Chief Executive Officer

SAH:DPH:DL

JLC:KW:ls

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Internal Services

NOTICE OF INTENTION
TO TRANSFER REAL PROPERTY

NOTICE IS HEREBY GIVEN that it is the intention of the Board of Supervisors of the County of Los Angeles, State of California to transfer a parcel of land totaling approximately 1.3 acres, that is currently improved with a 25,344 square foot building and a surface parking lot (the "Real Property") located at 612 West Shorb Street in the City of Alhambra, County of Los Angeles, State of California to the City of Alhambra. The property to be transferred is legally described in Exhibit "A", attached to this Notice and incorporated herein by this reference.

NOTICE IS HEREBY GIVEN that the transfer of the Real Property will be consummated by the Board of Supervisors of the County of Los Angeles, State of California, on April 2, 2019, at 9:30 a.m. in the Hearing Room of the Board of Supervisors, Room 381, Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California 90012. No obligation will arise against the County and in favor of the City with respect to the transfer of the Real Property described herein until the Board of Supervisors approves the transfer on the named consummation date.



CELIA ZAVALA, Executive Officer
Board of Supervisors, County of Los Angeles

By *Lachelle Smithman*
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By *Mary C. Wickham*
Deputy

EXHIBIT "A"
PROPERTY LEGAL DESCRIPTION

APNs: 5350-007-900

TRACT # 6527 LOTS 9,10,11,12,13,14, 15 AND LOT 16

LEASE TERMINATION AGREEMENT

THIS LEASE TERMINATION AGREEMENT (this "Agreement") is made and entered into as of _____, 2018, by and between COUNTY OF LOS ANGELES, a body corporate and politic ("County" or "Lessor") and AHMC HEALTH FOUNDATION, a non-profit, public benefit organization incorporated in the State of California ("Lessee"), with respect to the following:

RECITALS

A. County and Lessee entered into that certain Lease Agreement No. 78159 dated May 16, 2014 ("Lease"), whereby County leased to Lessee certain real property consisting of approximately 25,344 square feet of improvements and 59,472 square feet of land at 612 West Shorb Street, Alhambra, County of Los Angeles, State of California, as further described in the Lease ("Premises").

B. County and Lessee have decided to terminate the Lease pursuant to the terms of this Agreement.

~~NOW, THEREFORE, in consideration of the mutual agreements herein contained which both parties acknowledge are valuable consideration, the receipt and adequacy of which are hereby acknowledged, County and Lessee hereby agree as follows:~~

1. **Termination of Lease.** Subject to all of the terms and conditions of this Agreement, the Lease and the respective obligations of County and Lessee thereunder shall be terminated as of the date the County executes this Agreement ("Termination Date").

2. **[Intentionally Omitted]**

3. **Cessation of Obligations Under Lease and Reservations.** Effective on the Termination Date, the obligations of County and Lessee under the Lease shall cease. The following obligations of Lessee shall, however, be reserved and continue subsequent to the Termination Date:

(a) Lessee agrees to defend, indemnify and hold harmless County and its Special Districts, elected and appointed officers, agents and employees (collectively, "County Indemnified Parties") from and against any and all claims, costs, expenses, losses, damages, actions and causes of action for which Lessee is responsible under the Lease and which will accrue on or before the Termination Date.

(b) Lessee shall remain liable for the cost of all utilities, if any, used in or at the Premises through the Termination Date accrued and unpaid as of the Termination Date until full payment thereof by Lessee.

(c) Nothing in this Agreement changes or alters the responsibility of Lessee in regard to payment of taxes as established in the Lease.

4. **Delivery of the Premises.** On or prior to the Termination Date, Lessee shall have delivered to County physical possession of the Premises, including the improvements thereon, together with all alterations, additions, and replacements thereto, free of sub-tenancies, broom clean and in good order and condition. The Premises are currently vacant and shall be delivered on an "AS IS WITH ALL FAULTS" basis.

5. **Releases.**

(a) Lessee hereby irrevocably and unconditionally releases and fully discharges County and County's respective successors, predecessors, assigns and all past, present and future elected and appointed officers, agents, employees, representatives, attorneys and all persons acting by, through, under or in concert with County, from all actions, causes of action, suits, claims, demands, liens, interests, debts, contracts, agreements, obligations, covenants, defaults, promises, liabilities, rights, damages, controversies, losses, costs and expenses, including, without limitation, attorneys' fees and costs, architects' fees and costs and engineers' fees and costs, of any nature whatsoever, known or unknown (individually, a "Claim" or collectively, "Claims") which Lessee may have or claim to have arising out of or related to the Lease or the failure of County to perform any of its obligations under the Lease. Lessee acknowledges that (i) Lessee may discover, incur or suffer from Claims which were unknown or unanticipated as of the effective date of this Agreement and (ii) Lessee is assuming the risk of such unknown and unanticipated Claims and agrees that this Agreement applies to such unknown and unanticipated Claims.

THIS RELEASE INCLUDES CLAIMS OF WHICH LESSEE IS PRESENTLY UNAWARE OR WHICH LESSEE DOES NOT PRESENTLY SUSPECT TO EXIST WHICH, IF KNOWN BY LESSEE, WOULD MATERIALLY AFFECT LESSEE'S RELEASE OF COUNTY. LESSEE SPECIFICALLY WAIVES THE PROVISION OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."



Lessee's initials

County's initials

(b) As of the Termination Date, except for those obligations of Lessee to County under Section 3 above, County irrevocably and unconditionally releases and fully discharges Lessee and Lessee's respective successors, predecessors, assigns and all past, present and future elected and appointed officers, agents, employees, representatives, attorneys and all persons acting by, through, under or in concert with Lessee ("Lessee Indemnified Parties"), from all Claims which County may have or claim to have resulting from the Lease which occurs after

the Termination Date ("Post TD Claims") . County acknowledges that (i) County may discover, incur or suffer from Post TD Claims which were unknown or unanticipated as of the effective date of this Agreement and (ii) County is assuming the risk of such unknown and unanticipated Post TD Claims and agrees that this Agreement applies to such unknown and unanticipated Post TD Claims. It is specifically understood and agreed that Lessee shall remain liable for, and County's release provided herein shall not apply to, any and all Claims arising from or relating to Lessee's obligations or liabilities under the Lease accruing on or before the Termination Date.

THIS RELEASE INCLUDES POST TD CLAIMS OF WHICH COUNTY IS PRESENTLY UNAWARE OR WHICH COUNTY DOES NOT PRESENTLY SUSPECT TO EXIST WHICH, IF KNOWN BY COUNTY, WOULD MATERIALLY AFFECT COUNTY'S RELEASE OF LESSEE . COUNTY SPECIFICALLY WAIVES, WITH RESPECT TO POST TD CLAIMS, THE PROVISION OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."



Lessee's initials

County's initials

(c) Each party represents and warrants to the other that such party has not assigned or transferred, or purported to assign or transfer, or will at any time prior to the Termination Date, assign or transfer or purport to assign or transfer, any Claim or any portion thereof or any interest therein, and Lessee, for its part, agrees to indemnify, defend and hold harmless County Indemnified Parties, and County, for its part, agrees to indemnify, defend and hold harmless Lessee Indemnified Parties, from and against any Claim based upon or arising out of any such assignment or transfer, or purported assignment or transfer, by, respectively, Lessee or County.

6. **Notices.** This Agreement shall satisfy any notice requirements set forth in the Lease or at law, and, to the extent any such notice requirements are not satisfied, each party agrees to waive the protections afforded by such requirements.

7. **Representations and Covenants.** Lessee represents, warrants and covenants to County as follows:

(a) That there are no sublessees, franchisees, or concessionaires of Lessee in the Premises and no other persons with a right of possession or use of the Premises granted by Lessee and that Lessee is the owner of the leasehold interest pursuant to the Lease subject to no liens, claims or encumbrances created or suffered by Lessee.

(b) That all improvements to the Premises are free and clear of any liens, claims or encumbrances created or suffered by Lessee and that none of such improvements are subject to a conditional sales agreement, lease or other title retention device made or entered into by Lessee and any third party.

8. **Lease Provisions.** This Agreement shall constitute a valid and enforceable agreement binding upon both parties hereto and their respective successors and assigns, notwithstanding any provisions in the Lease to the contrary, including, without limitation, any provisions in the Lease regarding amending or terminating the Lease. In the event of any conflict, the provisions of this Agreement shall control.

9. **Acknowledgment of Ineligibility for Relocation Assistance.** Lessee expressly acknowledges that it is in possession of the Premises as a result of County's previously acquired property interest. In recognition of such fact, Lessee hereby disclaims any status as a "displaced person" as such is defined in Government Code Section 7260, and hereby acknowledges its ineligibility for relocation assistance as provided in Government Code Section 7260 through 7276, inclusive, as interpreted in Title 25, Chapter 6, Section 6034(b)(1) of the California Code of Regulations.

10. **Miscellaneous.**

(a) There are no agreements, understandings, commitments, representations or warranties with respect to the subject matter hereof except as expressly set forth in this Agreement. This Agreement supersedes all prior oral or written negotiations, understandings and agreements with respect to the subject matter hereof.

(b) This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(c) Each of the parties hereto without further consideration does hereby covenant and agree to execute and deliver such other documents and to take such other action as may be necessary to more effectively consummate the purposes or subject matter hereof.

(d) This Agreement has been negotiated and prepared by the parties hereto and their respective counsel, and should any provision of this Agreement require judicial interpretation, the court interpreting or construing the provision shall not apply the rule of construction that a document is to be construed more strictly against one party.

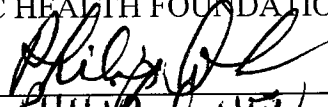
(e) Lessee represents and warrants to County that the person or persons executing this Agreement on Lessee's behalf are duly authorized to execute this Agreement and that this Agreement shall be binding on Lessee. County represents and warrants to Lessee that the person or persons executing this Agreement on County's behalf are duly authorized to execute this Agreement and that this Agreement shall be binding on County.

(f) This Agreement shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Agreement shall be conducted in the County of Los Angeles, State of California.

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

“LESSEE”

AHMC HEALTH FOUNDATION

By: 
Name: PHILIP COHEN
Title: PRESIDENT
Date: 11/7/18

“COUNTY”

COUNTY OF LOS ANGELES

SACHI A. HAMAI
Chief Executive Officer

By: _____
David P. Howard
Assistant Chief Executive Officer
Date: _____


ATTEST:

DEAN C. LOGAN
Registrar-Recorder/County Clerk

By: _____
Deputy

APPROVED AS TO FORM: (Lease Termination Agreement
with AHMC Health Foundation)

MARY C. WICKHAM
County Counsel

By: 
Deputy

TRANSFER AGREEMENT BETWEEN
THE COUNTY OF LOS ANGELES AND CITY OF ALHAMBRA
612 WEST SHORB STREET, ALHAMBRA

This Transfer Agreement ("Agreement"), is made and entered into this ____ day of _____ 2019, by and between the City of Alhambra, a municipal corporation ("City" or "Grantee"), and the County of Los Angeles, a body politic and corporate ("County" or "Grantor"). Each of City and County are occasionally referred to herein as a "Party" and collectively as the "Parties." This Agreement is made with reference to the following facts:

- A. The real property being conveyed, including all improvements which may be located thereon, shall be referred to as the "Property".
- B. The Property is located at 612 West Shorb Street, in the City of Alhambra, County of Los Angeles, State of California, also known as APN: 5350-007-900, and legally described on the attached Exhibit "A" and depicted on Exhibit "B". Exhibit "A" and Exhibit "B" are attached hereto and incorporated herein by this reference.
- C. The Property is no longer required for County use and the County desires to transfer the Property to City pursuant to Government Code Section 25365, and City desires to accept the Property, as further described herein.

NOW, THEREFORE, in consideration of the promises, conditions, and mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by City and County, City and County do hereby covenant and agree as follows:

1. **Conveyance.** Upon the terms, provisions and conditions set forth in this Agreement, County agrees to execute the quitclaim deed as described in Section 6 below, in the form attached hereto and incorporated herein as Exhibit "C" ("Quitclaim Deed"). City hereby agrees to accept such Quitclaim Deed and represents to County that said deed is sufficient to release and transfer County's interest in the Property to City.

2. **Consideration.** Consideration between County and City are their mutual efforts to carry out the agreements herein contained, including but not limited to, County's execution of the Quitclaim Deed, and City's acceptance of the Quitclaim Deed and the Property as described in Section 8 of this Agreement.

3. **Costs.** All costs and expenses related to this transaction shall be paid by City, including, but not limited to, the cost of a title insurance policy, and all documentary transfer taxes, recording and any other miscellaneous fees. In the event any cost or expense is paid by County, City shall immediately, upon County's request, remit a check payable to the County of Los Angeles in an amount equal to such costs and expenses.

4. **Closing Date.** County shall execute the Quitclaim Deed on a date occurring approximately sixty (60) days after the date the County of Los Angeles Board of Supervisors approves the transfer of the Property ("Closing Date") by quitclaim deed, subject to:

- A. all non-delinquent taxes, interest, penalties and assessments of record, if any; and,
- B. all covenants, conditions, restrictions, reservations, easements, licenses, rights, and rights-of-way of record, if any.

5. **Title.** City expressly acknowledges and agrees that the Property is being conveyed without any warranty regarding the condition of title to the Property; City accepts all matters of record and understands that County will not provide a policy of title insurance and makes no representations or warranties as to the condition of title. County recommends that City retain, at City's sole cost and expense, a licensed title company to issue a policy of title insurance. City agrees that the condition of title shall not be cause for City's cancellation of this Agreement or any liability or responsibility on the part of County.

6. **Recording.** County shall prepare the Quitclaim Deed indicating title to the Property to be vested in the name of the Grantee as follows: City of Alhambra, and shall cause the Quitclaim Deed to be recorded in the official records of the Registrar Recorder, County of Los Angeles ("Recorder").

7. **Delivery of Copy of the Deed.** County shall transmit to City a copy of the Quitclaim Deed stamped by the Recorder.

8. **Condition of the Property; As-Is.**

- A. City acknowledges and agrees that City is accepting the Property on an "AS-IS WITH ALL FAULTS" basis, notwithstanding the fact that there may be defects in the Property, and solely in reliance on City's own investigation, and that no representation or warranty of any kind whatsoever, express or implied, has been made by County or County's agents, including without limitation, representation or warranty regarding: (i) the quality, nature and physical condition of the Property, (ii) the quality, nature and physical condition of soils, geology and any groundwater, (iii) the condition of title to the Property, (iv) the compliance of the Property with any applicable laws, rules, regulations, covenants or restrictions, including the Americans with Disabilities Act ("ADA"). Any information given or disclosure made to City by County or County's agents concerning the Property shall not constitute a representation or warranty made by County. City has been given the full opportunity to inspect the Property prior to execution of this Agreement. City shall assume the cost and expense for the removal of all improvements, if applicable, and any other action with respect to the improvements, and the removal/remediation of all contaminated materials, toxic or hazardous substances, asbestos, lead-based paint and similar, if any,

on the Property.


- B. County has disclosed to City that the improvements on the Property may have been constructed/finished with some materials containing asbestos and lead-based paint, and that the Property does not meet current code requirements including, but not limited to, energy efficiency codes and ADA requirements. County has not completed any studies related to ADA compliance. The foregoing disclosures are not exhaustive and do not imply that no other conditions impact City's use of, or the value of the Property or that other conditions are not known to County.
- C. City also acknowledges that it is aware of all zoning regulations, other governmental requirements, site and physical conditions, and all other matters affecting the use and condition of the Property, and City agrees to accept the Property in said condition.
- D. City waives any and all claims, caused by any soil contaminants both known and unknown by Grantee 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 City to exist at, in, or on the Property at the time of transfer but only for those liabilities, expenses or claims arising after City takes title to the Property.

9. **Indenture**. To avoid doubt, the Parties agree that all obligations, if any, of the County under that certain Indenture dated November 19, 1929 by and between the City and County, are hereby extinguished.

10. **Release**. As material consideration for the transfer of the Property to City, City hereby irrevocably and unconditionally releases and fully discharges County and County's respective successors, predecessors, assigns and all past, present and future elected and appointed officers, agents, employees, representatives, attorneys and all persons acting by, through, under or in concert with County (collectively, "County parties"), from all actions, causes of action, suits, claims, demands, liens, interests, debts, contracts, agreements, obligations, covenants, defaults, promises, liabilities, rights, damages, controversies, losses, costs and expenses, including without limitation, attorneys' fees and costs, of any nature whatsoever, known or unknown (individually, a "Claim" or collectively, "Claims") which City may have or claim to have arising out of or related to the Property, its development or non-development, the Indenture or any latent or patent issue or condition at the Property, including, without limitation, claims, liabilities and contribution rights relating to the presence, discovery or removal or any hazardous materials in, at, about or under the Property, or for, connected with or arising out of any and all claims or causes of action based thereon. For purposes of this Agreement, the term "hazardous material" shall mean any

substance, chemical, waste or material that is or becomes regulated by any federal, state or local governmental authority because of its toxicity, infectiousness, radioactivity, explosiveness, ignitability, corrosiveness or reactivity, including without limitation, asbestos or asbestos containing material, the group of compounds known as polychlorinated biphenyls, flammable explosives, oil, petroleum or any refined petroleum product, fungi or bacterial matter which reproduces through the release of spores or the splitting of cells, including without limitation mold, mildew and viruses, whether or not living. It is the intention of the Parties that the foregoing release shall be effective with respect to all matters, past and present, known and unknown, suspected and unsuspected. City realizes and acknowledges that factual matters now unknown to it may have given or may hereafter give rise to losses, damages, liabilities, costs and expenses which are presently unknown, unanticipated and unsuspected, and City further agrees that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that City nevertheless intends to release, discharge and acquit all County parties from any such unknown losses, damages, liabilities, costs and expenses. In furtherance of this intention, City hereby expressly waives any and all rights and benefits conferred upon it by the provisions of the California Civil Code Section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."



City's Initials

11. Indemnification. City agrees to indemnify, defend, save and hold harmless County parties from and against any and all liability, costs and expenses, including defense costs and legal fees, and claims for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury or property damage arising from or connected with the use and operation of the Property from and after County's execution of the Quitclaim Deed, including any Workers' Compensation suits, liability or expense.

12. Possession/Risk of Loss. All risk of loss or damage with respect to the Property shall pass from County to City upon County's execution of the Quitclaim Deed.

13. Brokerage Commission. Grantee and County 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.

14. 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.

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

16. 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:

Grantor: County of Los Angeles
Chief Executive Office
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Director of Real Estate

Grantee: City of Alhambra
Community Development Department
111 South First Street
Alhambra, CA 91801
Attention: City Manager

Notices, demands and requests served in the above manner shall be considered sufficiently given or served for all purposes under this Agreement at the time the notice, demand or request is postmarked to the addresses shown above or such other address as may hereafter be provided by either party to the other by giving notice thereof in the manner provided in this Section 16.

17. Time is of the Essence. Time is of the essence for each and every term, condition, covenant, obligation and provision of this Agreement.

18. County's Remedies. In the event of Grantee's failure to consummate the transaction contemplated by this Agreement, County shall have all remedies in law or equity, and shall be entitled to enforce this Agreement and to obtain the benefit of the bargain contained herein.

19. County Lobbyist Ordinance. Grantee is aware of the requirements of Chapter 2.160 of the Los Angeles County Code with respect to County Lobbyists as such are defined in Section 2.160.010 of said Code, and certifies full compliance therewith. Failure to fully comply shall constitute a material breach upon which County may terminate or suspend this Agreement.

20. **Severability.** In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be severed from the Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of the Agreement, provided the remaining Agreement can be reasonably and equitably enforced.

21. **Binding on Successors.** Subject to the limitations set forth herein, the Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

22. **California Law.** This Agreement shall be construed in accordance with the internal laws of the State of California.

23. **Waivers.** Except as otherwise provided herein, the failure of City or County to insist upon or enforce any of their respective rights hereunder shall not constitute a waiver thereof. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.

24. **Captions.** The captions and the section and subsection numbers appearing in this Agreement are inserted only as a matter of convenience, and in no way define, limit, construe or describe the scope or intent of such sections of this Agreement nor in any way affect this Agreement.

25. **No Presumption Re: 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 this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any part 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.

26. **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.

27. **Required Actions of Grantee and County.** Grantee and County agree to execute all such instruments and documents and to take all action as may be required in order to consummate the transfer herein contemplated.

28. **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 Grantee or County, 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.

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

30. 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. Merger. All prior statements, understandings, representations and agreement between the Parties, oral or written, are superseded by and merged in this Agreement, which alone fully and completely expresses the agreement between City and County in connection with this transaction and which is entered into after full investigation, neither Party relying upon any statement, understanding, representation or agreement made by the other not embodied in this Agreement.

31. Counterparts and Electronic Signatures. This Agreement may be executed in multiple counterparts by the Parties hereto. All counterparts so executed shall constitute one agreement binding upon all Parties, notwithstanding that all Parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original to this Agreement, all of which shall constitute one agreement to be valid as of the date of this Agreement. Except with respect to the Quitclaim Deed, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures. This Agreement, and any other document necessary for the consummation of the transaction contemplated by this Agreement (except for the Quitclaim Deed) may be accepted, executed or agreed to through the use of an electronic signature and will be binding on each Party as if it were physically executed.

32. 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 County and Grantee.

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

GRANTEE:

CITY OF ALHAMBRA, a municipal corporation

By: 

Jessica Binnquist
City Manager

Upon approval of this Agreement, a signed copy will be mailed to Grantee.

GRANTOR:

COUNTY OF LOS ANGELES, a body corporate and politic

ATTEST:

DEAN C. LOGAN
Registrar-Recorder/County Clerk

By: _____

Sachi A. Hamai
Chief Executive Officer

By: _____
Deputy

APPROVED AS TO FORM FOR COUNTY:

MARY C. WICKHAM
County Counsel

By: 

Deputy

**NOTICE OF INTENTION
TO TRANSFER REAL PROPERTY**

NOTICE IS HEREBY GIVEN that it is the intention of the Board of Supervisors of the County of Los Angeles, State of California to transfer a parcel of land totaling approximately 1.3 acres, that is currently improved with a 25,344 square foot building and a surface parking lot (the "Real Property") located at 612 West Shorb Street in the City of Alhambra, County of Los Angeles, State of California to the City of Alhambra. The property to be transferred is legally described in Exhibit "A", attached to this Notice and incorporated herein by this reference.

NOTICE IS HEREBY GIVEN that the transfer of the Real Property will be consummated by the Board of Supervisors of the County of Los Angeles, State of California, on April 2, 2019, at 9:30 a.m. in the Hearing Room of the Board of Supervisors, Room 381, Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California 90012. No obligation will arise against the County and in favor of the City with respect to the transfer of the Real Property described herein until the Board of Supervisors approves the transfer on the named consummation date.

CELIA ZAVALA, Executive Officer
Board of Supervisors, County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By  _____
Deputy

EXHIBIT "A"
PROPERTY LEGAL DESCRIPTION

APNs: 5350-007-900

TRACT # 6527 LOTS 9,10,11,12,13,14, 15 AND LOT 16