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13 FLOOD CONTROL DISTRICT

FILED
LOS ANGELES SUPERIOR COURT

MAY 28 2010

JOHN A. CLARKE, CLERK
Anita Williams
BY ANITA WILLIAMS, DEPUTY

NO FEE - GOV'T CODE § 6103
AMOUNT RECOVERABLE PURSUANT
TO B103.8-CC §
PLUB A ONE TIME ADMINISTRATIVE FEE UPON JUDGMENT
IF THE PARTY RECOVERS A. N.P.S.

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
15 FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

16 LOS ANGELES COUNTY FLOOD
17 CONTROL DISTRICT,

18 Plaintiff,

19 v.

20 LOS ANGELES BY-PRODUCTS CO.; et al.,

21 Defendants.

CASE NO. BC 390776

Sun Valley Watershed-Strathern Wetlands
Park Project.

Parcel Nos.: SPP(A.K.A. the Southerly Portion
of L.A. County Assessor's Parcel Number
2314-001-001), and 6PP(A.K.A. and
Coterminous with L.A. County Assessor's
Parcel Number 2314-001-002).

STIPULATION FOR INTERLOCUTORY
JUDGMENT IN CONDEMNATION

Assigned to the Hon. Mark V. Mooney,
Dept. 68

Filing Date: May 13, 2008

22 It is hereby stipulated and agreed by Plaintiff, LOS ANGELES COUNTY FLOOD
23 CONTROL DISTRICT ("LACFCD"), through Andrea Ordin, County Counsel, and Paul T.
24 Hanson, Deputy County Counsel, and/or Talin Halabi, Deputy County Counsel, attorneys of
25 record for Plaintiff and by Defendant, LOS ANGELES BY-PRODUCTS CO. ("LABP"), by the
26 Peterson Law Group by John S. Peterson, its attorneys of record herein and by Robert Mc Allister,
27 President of LABP, who represents that he is authorized to enter this stipulation for the
28 corporation, as follows:

HOA.703770.2

01/08/98

1 1. LABP is now and at all pertinent times has been, the owner in fee of the subject
2 property of this action in condemnation, Parcels Numbered 5PP and 6PP, described in the
3 complaint herein (the "Subject Property"). Parcel 5PP is also known as the southerly portion of
4 L.A. County Assessor's Parcel Number 2314-001-001. Parcel 6PP is also known as and
5 coterminous with L.A. County Assessor's Parcel Number 2314-001-002.

6 2. The parties stipulate to the entry of the "Interlocutory Judgment in Condemnation
7 Only as to Fee-Owner, Los Angeles By-Products" ("Interlocutory Judgment"), attached hereto as
8 Exhibit 1, the original of which is being filed concurrently herewith. This proposed judgment is
9 only intended to dispose of the property rights of Defendant, LABP, not of the other defendants, as
10 to whom, this case will proceed. (Code Civ. Proc., § 579.)

11 3. The parties mediated this matter, which mediation started at the offices of JAMS on
12 September 30, 2009, before the neutral Mediator, Hon. Dickran Tevrizian (Ret.). The two parties
13 to this stipulation have reached a settlement agreement the principal terms of which were
14 recommended by the Mediator, after both District and LABP presented arguments and
15 summarized evidence for him. The terms of the settlement are stated in the following paragraphs,
16 4 through 9.

17 4. Los Angeles County Flood Control District ("LACFCD") will pay \$28,000,000 to
18 Los Angeles By-Products Co ("LABP") as compensation for all claims asserted including, but not
19 limited to, compensation for real property taken, severance damages, fixtures and equipment, loss
20 of goodwill, relocation benefits, lost profits, interest, attorneys and expert fees, costs and expenses.

21 5. LACFCD will and does assume responsibility for monitoring, testing, sampling,
22 and maintaining of all monitoring at the Subject Property, including wells, in compliance with
23 applicable government agencies from the date of approval by the County Board of Supervisors, to
24 wit: March 16, 2010. LACFCD will and does assume responsibility for all existing permits
25 regarding the Subject Property of this Action including, but not limited to, reports and inspections
26 required therefor. As used herein, "assume responsibility" includes all costs and actions therefor as
27 an incident of ownership and use of the Subject Property, closure and post-closure work for
28 landfill and correction of conditions.

1 6. Concerning the following documents: "Strathern Recreational Facility
2 Agreement," dated August 28, 1984; "Trust Agreement for Strathern Recreational Facility," dated
3 April 20, 1984; "Strathern Sanitary Landfill Maintenance Agreement," dated May 20, 1983; and
4 the unsigned and undated "Trust Agreement For Strathern Sanitary Landfill Maintenance
5 Agreement," between LABP and Security Pacific National Bank: LACFCD and LABP agree,
6 covenant, and stipulate as to themselves and any successors-in-interest in the Subject
7 Property that any agreements between LABP and the "City of Los Angeles," which those
8 documents could have represented, never became effective because LABP was never given
9 permission by the City of Los Angeles to operate a sanitary landfill on lots 3 and 16 of
10 "Lankershim Ranch Land and Water Company as per map, etc.", and are of no legal effect to
11 create any duty of LABP and are completely void, and LACFCD agrees not to seek to enforce any
12 terms found in said documents against LABP and agrees not to request, intentionally induce, or
13 order any other entity to seek to enforce any such terms against LABP.

14 7. LACFCD will erect a temporary boundary fence with a gate during the design and
15 construction phase and will allow access to the Newberry site from the Project access road during
16 the design and construction phase of the Project. A permanent boundary fence will be constructed
17 as part of the Project.

18 8. LACFCD represents that its Sun Valley Watershed Strathern Wetlands Park Project
19 (the "Project") will be designed and implemented to mitigate flooding, and to prevent migration
20 or intrusion of water into adjacent properties and other remainder properties from the Project,
21 including, but not limited to subterranean migration or intrusion of water into adjacent properties
22 and other remainder properties. LABP retains its right to assert any and all claims for all
23 applicable damages caused by failure to so design and/or implement the Project in future actions,
24 whether in inverse condemnation or otherwise, and such rights are expressly not adjudicated,
25 waived or compensated for in this case. LACFCD agrees not to assert this eminent domain action
26 or any Stipulation, Interlocutory Judgment or Judgment in this case as a bar to any such future
27 actions. The rights reserved to LABP in this paragraph are not included in "Severance Damages"
28 in paragraph 4 of this Stipulation and in paragraph 2 of the proposed Interlocutory Judgment in

1 Condemnation.

2 9. LABP will be entitled to collect and receive rent from OVER & OVER READY
3 MIX, INC., ("Over & Over"), a tenant of LABP on the Subject Property and a defendant herein,
4 through April 7, 2010.

5 10. The above terms of full settlement recommended by the Mediator were agreed to
6 by the parties subject to the approval of the Board of Supervisors of LACFCD. The Board of
7 Supervisors of LACFCD formally approved the terms of this settlement on March 16, 2010.

8 11. After the Interlocutory Judgment attached hereto as exhibit 1 is entered, LACFCD,
9 by its attorneys of record will complete payment to LABP of the \$28,000,000 described in
10 paragraph 4 as follows. LABP has already withdrawn through its attorneys of record, \$14,010,000
11 which was deposited in Court by plaintiff. Therefore, the balance due on the settlement payment
12 is \$13,990,000, which amount will be paid to LABP as follows: \$11,431,260 by warrant payable
13 to Endeavor Property Management, LLC; 10940 Portal Drive, Los Alamitos, CA, 90270; and
14 \$2,558,740, by warrant payable to Peterson Law Group Client Trust Account, 707 Wilshire Blvd.,
15 suite 5270, Los Angeles, CA, 90017. The Board for LACFCD has approved the settlement. The
16 above warrants have been issued by the LACFCD and delivered to its attorneys of record for
17 delivery by them to John S. Peterson for Endeavor Property Management and Peterson Law Group
18 Trust Account after the Stipulation for Interlocutory Judgment is fully executed and filed and the
19 Interlocutory Judgment is signed and filed by the Court

20 12. After the above payment, plaintiff, LACFCD, as to LABP, may have a final order
21 of condemnation without further notice to LABP, vesting in plaintiff the fee simple title to Parcels
22 5PP and 6PP.

23 13. The parties agree that the date of LACFCD possession of the Subject Property was
24 February 11, 2009; and that pursuant to California Revenue & Taxation Code, sections 4986,
25 5082, 5084, and 5086, and the Certification of Tax Information, by the Office of the Los Angeles
26 County Treasurer and Tax Collector, filed herein on August 24, 2009, which states that no unpaid
27 taxes, penalties, and costs were due and owing on the Subject Property, Parcels 5PP and 6PP as of
28 the date of apportionment herein, the date of LACFCD possession, February 11, 2009, there are no


1 unpaid taxes, penalties, and costs which should be paid to the Tax Collector of the County of Los
2 Angeles as part of this Interlocutory Judgment.

3 14. Defendant, LABP, hereby abandons all defenses to the above-entitled action and
4 the parties as to this Interlocutory Judgment waive Statement of Decision, Notice of Entry of
5 Judgment, Notice of Motion for Final Order of Condemnation, and Notice of Recording of Final
6 Order of Condemnation, and the right to appeal and the parties will bear their own Court costs.
7 Nothing in this paragraph 14 waives or limits the rights of LABP expressly reserved herein or the
8 obligations of LACFCD to be performed as provided herein. The "abandonment of defenses"
9 referred to herein solely relates to defenses LABP asserted or could have asserted in this action.

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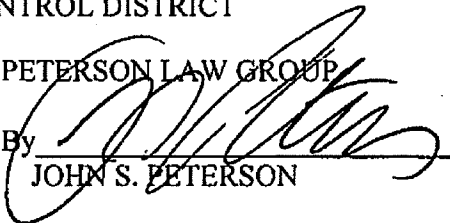
DATED: May 28, 2010

ANDREA SHERIDAN ORDIN
County Counsel

By 
TALIN HALABI Deputy County Counsel or
PAUL T. HANSON Principal Deputy County
Counsel

Attorneys for LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT

DATED: May 26, 2010

PETERSON LAW GROUP
By 
JOHN S. PETERSON

Attorneys for Defendant,
Los Angeles By-Products, Co.

DATED: May ____ 2010,

ROBERT Mc ALLISTER, President of LOS
ANGELES BY-PRODUCTS CO., Authorized to
Execute This Stipulation for the Company

06/08/10

1 unpaid taxes, penalties, and costs which should be paid to the Tax Collector of the County of Los
2 Angeles as part of this Interlocutory Judgment.

3 14. Defendant, LABP, hereby abandons all defenses to the above-entitled action and
4 the parties as to this Interlocutory Judgment waive Statement of Decision, Notice of Entry of
5 Judgment, Notice of Motion for Final Order of Condemnation, and Notice of Recording of Final
6 Order of Condemnation, and the right to appeal and the parties will bear their own Court costs.
7 Nothing in this paragraph 14 waives or limits the rights of LABP expressly reserved herein or the
8 obligations of LACFCD to be performed as provided herein. The "abandonment of defenses"
9 referred to herein solely relates to defenses LABP asserted or could have asserted in this action.

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11 DATED: May ____, 2010

ANDREA SHERIDAN ORDIN
County Counsel

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By

TALIN HALABI Deputy County Counsel or
PAUL T. HANSON Principal Deputy County
Counsel

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Attorneys for LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT

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DATED: May ____, 2010

PETERSON LAW GROUP

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By

JOHN S. PETERSON

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Attorneys for Defendant,
Los Angeles By-Products, Co.

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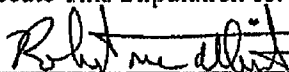
DATED: May 28 2010,

ROBERT Mc ALLISTER, President of LOS
ANGELES BY-PRODUCTS CO., Authorized to
Execute This Stipulation for the Company

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E X H I B I T 1

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7 Attorneys for LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

12 LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT,

13 Plaintiff,

14 v.

15 LOS ANGELES BY-PRODUCTS CO.; et al.,

16 Defendants.

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CASE NO. BC 390776

Sun Valley Watershed-Strathern Wetlands
Park Project.

Parcel Nos.: 5PP(A.K.A. the Southerly Portion
of L.A. County Assessor's Parcel Number
2314-001-001), 6PP(A.K.A. and Coterminous
with L.A. County Assessor's parcel Number
2314-001-002).

**INTERLOCUTORY JUDGMENT IN
CONDEMNATION ONLY AS TO
DEFENDANT, FEE OWNER, LOS
ANGELES BY-PRODUCTS CO.**

(Code Civ. Proc., § 579.)

Assigned to the Hon. Mark V. Mooney,
Dept. 68

Filing Date: May 13, 2008

23 The above-named Plaintiff ("LACFCD") and the Defendant, Los Angeles By-Products Co.
24 (LABP), have stipulated herein through their attorneys of record and Mr. Robert McAllister,
25 President of LABP, that this Interlocutory Judgment in Condemnation may be entered herein as to
26 Parcels 5PP and 6PP, as described in the Plaintiff's complaint; the action to continue as to the
27 other Defendants. Statement of Decision, Notice of Entry of Judgment, Notice of Motion for
28 Final Order of Condemnation, and Notice of Recording of Final Order of Condemnation, and the

1 right to appeal, have been waived.

2 NOW, THEREFORE, in accordance with said stipulation and the records and files herein
3 and the Court being fully advised to the premises, it is hereby found and determined:

4 1. That Defendant, LABP, is the owner in fee simple absolute of the real property
5 described in the complaint herein as Parcels 5PP and 6PP. Parcel 5PP is also known as the
6 southerly portion of L.A. County Assessor's Parcel Number 2314-001-001. Parcel 6PP is also
7 known as and coterminous with L.A. County Assessor's Parcel Number 2314-001-002.

8 2. That the total just compensation to be awarded by the Plaintiff to LABP for the
9 acquisition of said real property is now and was at the date of the Summons herein, the sum of
10 \$28,000,000 ; and that this is lump sum compensation for all claims asserted including, but not
11 limited to, compensation for real property taken, severance damages, fixtures and equipment, loss
12 of goodwill, relocation benefits, lost profits, interest, attorneys and expert fees, costs and expenses
13 and Court costs.

14 3. That the public interest and necessity require the acquisition of the fee simple title
15 in and to the subject real property by the LACFCD for a public use; namely for flood control,
16 water conservation, water quality and public recreational purposes and all uses necessary,
17 incidental, or convenient thereto in connection with the construction, operation, and maintenance
18 of the project; and that said public improvement for which the subject real property is sought to be
19 condemned has been planned and located in a manner which will be most compatible with the
20 greatest public good and the least private injury.

21 4. That the project for which the subject property is sought to be condemned is the
22 Sun Valley Watershed Strathern Wetlands Park Project; the public interest and necessity require
23 the project; the project is planned and located in the manner that will be most compatible with the
24 greatest public good and the least private injury; and the property sought to be acquired is
25 necessary for the project.

26 5. That the use for which the subject property is sought to be condemned is authorized
27 by law and is a public use , for which this condemnation is necessary.

28 6. That there are no current or delinquent property taxes, penalties, and costs which

1 should be paid to the Tax Collector of the County of Los Angeles as part of this Interlocutory
2 Judgment, as follows. The date of LACFCD possession of the subject property was February 11,
3 2009. According to the Certification of Tax Information, by the Office of the Los Angeles County
4 Treasurer and Tax Collector, filed herein on August 24, 2009, no unpaid taxes, penalties, and costs
5 were due and owing on the subject property as of the date of apportionment herein, which was the
6 date of LACFCD's actual possession, February 11, 2009. (California Revenue and Taxation Code,
7 § 5082; see also 4986(a)(6).)

8 GOOD CAUSE APPEARING THEREFORE, IT IS HEREBY ORDERED, ADJUDGED,
9 AND DECREED AS FOLLOWS:

10 7. LACFCD shall take for the uses set forth in the complaint the fee simple title in and
11 to said real property, Parcels 5PP and 6PP and a final order in condemnation may be entered
12 herein vesting in Plaintiff the fee simple title in and to said real property, Parcels 5PP and 6PP for
13 the public purposes set forth in the complaint upon payment by the plaintiff of the following sums
14 in the manner indicated:

15 8. LABP has already withdrawn through its attorneys of record from deposit in this
16 Court, \$14,010,000, which was deposited by plaintiff. Therefore, the balance due on the
17 settlement payment is \$13,990,000, which amount will be paid to LABP as follows: \$11,431,260
18 by warrant payable to Endeavor Property Management, LLC, 10940 Portal Drive, Los Alamitos,
19 CA, 90270; and \$2,558,740, by warrant payable to Peterson Law Group Client Trust Account, 707
20 Wilshire Blvd., suite 5270, Los Angeles, CA, 90017. The above warrants have been issued by the
21 LACFCD and delivered to its attorneys of record for delivery by them to John S. Peterson for
22 Endeavor Property Management and Peterson Law Group Trust Account. Delivery of these three
23 warrants to Mr. Peterson for LABP shall be done forthwith upon entry of this Interlocutory
24 Judgment.

25 9. This action will proceed as to the other defendants. (Code Civil Procedure, § 579.)

26 10. This Interlocutory Judgment is made pursuant to the Stipulation for Interlocutory
27 Judgment in Condemnation, signed by the parties and filed herein.

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11. The Clerk is ordered to enter this interlocutory judgment in condemnation.

IT IS SO ORDERED:

Date: May ____, 2010

MARK V. MOONEY, Judge, Los Angeles
Superior Court

Approved as to form and content:

DATED: May ____, 2010

ANDREA SHERIDAN ORDIN
County Counsel

By _____
TALIN HALABI Deputy County Counsel or
PAUL T. HANSON Principal Deputy County
Counsel

Attorneys for LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT

DATED: May ____, 2010

PETERSON LAW GROUP

By _____
JOHN S. PETERSON

Attorneys for Defendant,
Los Angeles By-Products, Co.

BS/BS/1B