

APPROVED

JAN 16 2019

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 19-012

DATE January 16, 2019

C.D. 11

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: MARTIN J. BOGDANOVICH RECREATION CENTER – DEANE DANA FRIENDSHIP EXPANSION PROJECT – FINAL AUTHORIZATION TO ACQUIRE PROPERTY FROM THE COUNTY OF LOS ANGELES; EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 16 OF THE CITY CEQA GUIDELINES [TRANSFER OF OWNERSHIP IN LAND IN ORDER TO CREATE PARKS]

AP Diaz _____ V. Israel _____
*R. Barajas RB _____ S. Piña-Cortez _____
H. Fujita _____ N. Williams _____

M. Shull

General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS

- 1. Approve a proposed Park Property Transfer Agreement (Agreement), substantially in the form of Attachment A attached, between the City of Los Angeles Department of Recreation and Parks (RAP) and the County of Los Angeles (County) regarding the acquisition of a portion of County park property, Deane Dana Friendship Park (Friendship Park), located at 1805 W. Ninth Street, San Pedro, California, 90732 (Property), to be incorporated as an expansion to RAP's Martin J. Bogdanovich Recreation Center, located at 1920 Cumbre Drive, San Pedro, California, 90732 (Bogdanovich Park), subject to the approval of the City Attorney as to form;
2. Adopt the Resolution (Attachment B) that approves the proposed Agreement and the acquisition of the Property as an expansion to Bogdanovich Park;
3. Authorize the acquisition of the Property, identified as a portion of the Los Angeles County Assessor's Parcel Number (APN) 7560-028-900 to be incorporated as an expansion to the Bogdanovich Park, APN 7561-025-902 as depicted in attached Site Map (Attachment C);
4. Direct Board of Recreation and Parks Commissioners' (Board) Secretary to transmit the Agreement to City Attorney for review and approval as to form;

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5. Authorize RAP staff to request the assistance of the Department of General Services (GSD) and the City Attorney's Office in the review and processing of the related documents, including but not limited to the Agreement;
6. Upon the receipt of the necessary approvals, authorize the Board President and Secretary to execute the Agreement and Quit Claim Deed (Attachment A; Exhibit A) from the County, which shall be set apart from the County and incorporated as an expansion to RAP's Bogdanovich Park and dedicated as park property in perpetuity, subject to the approval of the City Attorney as to form and legality;
7. Find that the proposed acquisition is categorically exempt from the California Environmental Quality Act (CEQA), and direct staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk;
8. Direct RAP's Chief Financial Officer or designee to prepare a check to the Los Angeles County Clerk in the amount of Seventy-Five Dollars (\$75.00) in order to file an NOE with the County within five (5) working days of approval of this Board Report; and,
9. Authorize RAP staff to negotiate a License Agreement with the Benevolent Protective Order of the Elks (B.P.O.E.) No. 966 to permit parking for special events as described in the Summary of this Report.

SUMMARY

The proposed acquisition Property is a 9.76 acre site, located in the County's Friendship Park at 1805 W. Ninth Street, San Pedro, California, 90732 (APN 7560-028-900) as depicted in the site map (Attachment C) (Property). The City's Bogdanovich Park is an approximately 13.5 acre park located at 1920 Cumbre Drive, San Pedro California, 90732 (APN 7561-025-902), which is adjacent to the portion of the County's Friendship Park to be transferred to RAP. Facilities at the Bogdanovich Park include a lighted indoor basketball court, a baseball diamond, a children's play area, a picnic area and a multi-purpose field.

In 1988, RAP entered into a twenty-five (25) year lease agreement with the County. Under the terms of the agreement, RAP at its own expense developed two (2) soccer fields as an extension to Bogdanovich Park along with a connector road from the Friendship Park to Bogdanovich Park. Moreover, RAP provided improvements to the existing irrigation system in the southeast portion of Friendship Park and established a new irrigation system for the soccer fields. The Lease Agreement expired on December 5, 2013 and RAP continued to maintain the Property. Currently, a license agreement is granted to permit RAP to maintain and operate the area of the Property that is subject to be acquired by RAP.

On July 17, 2013, RAP sent a letter to the County requesting a non-financial transfer of the portion of Friendship Park formerly leased to RAP. On October 23, 2013, the County responded to RAP and stated that the non-financial transfer of the property would occur whereby the County released its interest in the property to the City of Los Angeles (City). A

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City-County agreement, also known as Property Transfer Agreement (PTA), will include the express covenant that the property to be transferred to the City will remain open to residents of incorporated and unincorporated territory of County of Los Angeles without discrimination against or preference, gratuity or benefit given to residents of the City which are not equally accorded to residents of the County. Although the property is being transferred at no purchase cost, RAP will be responsible for all cost associated with the land transfer.

Historically, the County allowed B.P.O.E. No. 966, at 1748 Cumbre Drive, San Pedro California 90732, which is adjacent to Friendship Park, to use a portion of the Friendship Park as overflow parking. It is the County's desire that B.P.O.E. No. 966 be allowed to continue the use of this portion of the Property. Therefore, staff requests authorization to negotiate a license agreement with B.P.O.E. No. 966 to permit parking by the B.P.O.E. No. 966 On a portion of the Property stipulated by the County's condition.

Furthermore, upon completion of the transfer of the portion of Friendship Park property to the City, the City shall grant to the County an easement (shaded area in Attachment A, Exhibit B, Map B-2) for access purposes to Friendship Park Property.

Staff from RAP's Pacific Region and the Council District 11 concur with the recommendation of this Report.

ENVIRONMENTAL STATEMENT

Environmental due diligence in the form of a Phase I Environmental Site Assessment (ESA) has been performed for the subject property in accordance with the American Society for Testing and Materials (ASTM) Standard Practice for Environmental Site Assessment: Phase I Environmental Site Assessments (Standard Designation E 1527-13) approved in August 2013 and the United States Environmental Protection Agency (US EPA) 40 CFR Part 312 Standards and Practices for All Appropriate Inquiries (AAI) – Final Rule adopted November 1, 2006. No evidence of Recognized Environmental Conditions (RECs) was found on the property, and no further site investigation is warranted. The Phase I ESA Report dated February 14, 2017 is on file in RAP's Real Estate Division.

The proposed acquisition involves the acquisition of parcels of land in order to create parks where the land is in natural conditions, even though a management plan for the park has not been yet prepared. As such, Staff recommends the Board determines this acquisition is categorically exempt from the provisions of the CEQA pursuant to Article III, Section 1, Class 16 of the City CEQA Guidelines. An NOE will be filed with the Los Angeles County Clerk within five (5) working days of the Board's approval.

FISCAL IMPACT STATEMENT

RAP will be responsible for the escrow cost of the acquisition. During the fiscal year of 2017-2018, the costs to maintain and operate Bogdanovich Park was Four Hundred Fifty-Five Thousand, Three Hundred Sixty-Six Dollars (\$455,366.00) for recreational and maintenance

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staff salaries, and such costs will continue to be included in the annual budget process as it has been in the past thirty (30) years.

This report was prepared by Felice Chen, Management Analyst II, Real Estate Division, Planning, Maintenance and Construction Branch.

LIST OF ATTACHMENTS

- 1) Attachment A – Park Property Transfer Agreement and its Exhibits:
 - Exhibit A-1 – Legal Description for Property
 - Exhibit A-2 – Map for Property (Exhibit Map)
 - Exhibit A – Quitclaim Deed
 - Exhibit B – Access Easement
 - Exhibit B-1 - Legal Description for Access Easement
 - Exhibit B-2 – Map for Access Easement
- 2) Attachment B - Resolution
- 3) Attachment C - Site Map

**PARK PROPERTY TRANSFER AGREEMENT BY AND BETWEEN
THE CITY OF LOS ANGELES AND
THE COUNTY OF LOS ANGELES**

The City of Los Angeles ("City") and the County of Los Angeles ("County") hereby enter into this Park Property Transfer Agreement ("Agreement") as of the ___ day of _____, 2019, pursuant to Government Code section 25550.5 for the following purpose with reference to the following facts:

RECITALS:

- A. County is the owner in fee of Deane Dana Friendship Park ("Park"), located at 1805 W. Ninth St., San Pedro CA 90732.
- B. The real property that is the subject of this Agreement is a 9.76-acre area within City of Los Angeles at the Park's southeast boundary ("Property"), legally described in Exhibit A-1 and depicted in Exhibit Map "A-2" and incorporated herein:
- C. City desires the Property for public park and recreational purposes, and the County is willing to quitclaim its interest in the Property, subject to the terms and conditions contained in this Agreement, and the Quitclaim Deed ("Deed") attached as Exhibit A and incorporated herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and subject to the terms, covenants and conditions herein set forth, City and County do hereby agree as follows:

- 1. Title. City understands that the Property is being transferred 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 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.
- 2. Consideration. Both City and County mutually agree that consideration given by City for County releasing its interest in the Property is City's agreement to develop, use and maintain the property for public park and recreational purposes for the benefit and use of all residents of the County and the City conveying an easement over the Property as provided in Section 7.
- 3. General Plan Conformity. In accordance with California Government Code Section 65402, the City and County's planning agencies have considered the location, purpose, and extent of the Property's acquisition and disposition,

respectively, and its conformity with each jurisdiction's General Plan, and have reported said conformity therewith.

4. Condition of Property. City acknowledges that City is acquiring the Property "as is," 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. 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 any investigation and remediation of all contaminated materials, toxic or hazardous substances, and asbestos, if any, on the Property. 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. City also acknowledges that City is acquiring property that may be within or within the vicinity of a historical and archeological resource and agrees to accept any obligations associated therewith.
5. Grants. City shall assume all claims, liabilities, obligations, and duties under the provisions of Land Water and Conservation Fund (LWCF) grant agreement 06-00746, State Grant project number NE-19-007. City also acknowledges that County may not be aware of all grants that are applicable to the Property, and it is City's obligation to conduct its own due diligence with respect to applicable grants. City agrees to be subject to any and all grants applicable to the Property and shall assume all claims, liabilities, obligations, and duties of such grants.
6. Costs. All costs and expenses, excluding County's expenses to prepare, negotiate, execute and implement this Agreement, related to the transaction contemplated by this Agreement shall be paid by City, including the costs for surveying and preparing a legal description and map of the Property, setting any monuments, and obtaining a title insurance policy.
7. Conveyance. County shall convey the Property to City by Quitclaim Deed subject to: a) All taxes, interest, penalties and assessments of record assessed but not yet due, if any; b) covenants, conditions, restrictions, reservations, easements, licenses, rights, and rights-of-way of record, if any; c) the express condition that the Property shall be used for public park and recreation purposes only, in perpetuity; d) the express condition that the Property shall be for the benefit and use of all residents of the County of Los Angeles and there shall be no discrimination against or preference, gratuity, bonus or other benefit given residents of City not equally accorded to residents of Los Angeles County; and e) City grants to the County an access easement ("Easement") attached as an Exhibit B, legally described in Exhibit B-1 and depicted in Exhibit Map B-2 and incorporated herein.

8. Recording. County shall prepare the Deed releasing County's right, title and interest in and to the Property unto the City subject to the conveyance provisions in Term 7 above and Term 10 below. Upon execution of this Agreement, City shall promptly provide County with City's certificate or resolution of acceptance pursuant to Government Code section 27281, in order for County to cause the Deed to be recorded in the official records of the Los Angeles County Recorder. City hereby represents to County that the Deed attached hereto as an Exhibit A is sufficient to release County's interest in the Property described thereon. City hereby represents to County that Easement attached hereto as Exhibit B is sufficient to record an Easement. The Deed and Easement shall be recorded concurrently.
9. Delivery of Deed and Easement. County shall transmit to City a copy of the Deed and Easement stamped by the Recorder, the originals of which shall be mailed to the City by the Recorder at the address for notice to City pursuant to Section 15 hereof.
10. Mineral Rights. County reserves to itself and excepts from the conveyance contemplated herein all oil, gas, hydrocarbons, or other minerals in and under the Property, without the use of the surface or subsurface, to a depth of 500 feet, measured vertically, from the surface of the Property.
11. Possession/Risk of Loss. All risk of loss or damage with respect to the Property shall pass from County to City upon recordation of the Deed, except risk and/or liability resulting from or associated with mineral rights reservation (Section 10 - Mineral Rights).
12. Brokerage Commission. City 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.
13. 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.
14. Assignment. City shall not assign or attempt to assign this Agreement or any rights hereunder, to any 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.

15. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested or by Express Mail or Federal Express to the following address:

To County: County of Los Angeles, Parks and Recreation Department
Planning and Development Agency
1000 South Fremont Avenue, Unit # 40
Alhambra, California 91803
Attention: Kathline J. King, Chief of Planning Division

To City: City of Los Angeles
Department of Recreation and Parks
Planning, Construction and Maintenance Branch
221 North Figueroa Street, Suite 400
Los Angeles, California 90012
Attention: Cid Macaraeg, Director of Real Estate and Assets

Notice shall be deemed, for all purposes, to have been given on the date of personal service or three (3) consecutive calendar days following the deposit of the same with a carrier as specified above. Notice of change of address shall be given by written notice in the same manner detailed in this paragraph.

16. 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. Notwithstanding the above, in the event the portion of the agreement declared to be invalid, illegal or unenforceable substantially affects the benefit of the bargain derived by either party as a result of entering into this Agreement, then the parties shall cooperate to rewrite such portion of the Agreement so as to comply with existing law and to preserve the original intent of the portion(s) of the Agreement deemed unenforceable; provided that any rewritten provision must be agreed upon by both parties.
17. Binding on Successors. Subject to the limitations set forth herein, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.
18. California Law. This Agreement shall be construed in accordance with the internal laws of the State of California.

19. Waivers. 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.
20. 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 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, base upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.
21. Indemnification. City shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement, except for such loss or damage arising from the active negligence or willful misconduct of the County Indemnitees. The County shall indemnify, defend and hold harmless the City, its employees, Boards, Agents, Departments, and volunteers ("City Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Agreement, except for such loss or damage arising from the active negligence or willful misconduct of the City Indemnitees. The terms of this paragraph survive the termination of this Agreement.
22. 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 City and County.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized officials, as of the day and year first written above.

CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners

APPROVED AS TO FORM:

Date: _____
Michael N. Feuer, City Attorney.

By: _____
Deputy City Attorney

By: _____
PRESIDENT

ATTEST:

Date: _____
HOLLY WOLCOTT, City Clerk

By: _____
SECRETARY

By: _____
DEPUTY CITY CLERK

ATTEST:

CELIA ZAVALA
Executive Officer-Clerk of the
Board of Supervisors

By: _____
Deputy

COUNTY OF LOS ANGELES
A body politic and corporate

By: _____
Chair, Board of Supervisors
County of Los Angeles

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____
Casey Youn
Senior Deputy County Counsel

Exhibits:

1. Exhibit A-1: Legal Description for Property
2. Exhibit Map A-2: Map for Property
3. Exhibit A: Quitclaim Deed
4. Exhibit B: Access Easement
5. Exhibit B-1: Legal Description for Access Easement
6. Exhibit Map B-2: Map for Access Easement

Exhibit A-1

LEGAL DESCRIPTION

That portion of Lot III of the Subdivision of Lot "M" of original partition of the Rancho Los Palos Verdes, in the City of Los Angeles, County of Los Angeles, State of California as per Licensed Surveyor's map filed in Book 1 Page 47 of Record of Surveys in the office of the County Recorder of said county, bounded and described as follows:

Beginning at the intersection of that certain former boundary line of the City of Los Angeles established July 23, 1919 by Ordinance No. 39084 (new series) of said city with the southerly line of said Lot III; thence along said boundary line North 0°25'24" East, for purposes of this description, a distance of 946.00 feet to a point in the northerly line of a parcel of land described in the Resolution No. 2825 of the City of Los Angeles recorded on November 12, 1958 as Instrument No. 1767 in said County Recorder's office; thence along the easterly prolongation of said northerly line South 89°34'40" East 26.34 feet to the existing westerly line of that paved portion of the access road to Bogdanovich Park from Friendship Park; thence along said westerly line, North 35°33'42" East 44.08 feet to the southerly line of that paved portion of Friendship Park Drive, said point being the beginning of a non-tangent curve, concave northeasterly and having a radius of 190.60 feet, a radial line through said curve beginning bears South 24°24'51" West; thence easterly along said curve through a central angle of 16°11'59" an arc length of 53.89 feet; thence South 11°16'02" West, 284.45 feet to the beginning of a non-tangent curve concave easterly and having a radius of 108.28 feet, a radial line through last said beginning point bears North 85°38'00" West; thence southerly along last said curve through a central angle of 30°43'36" an arc length of 58.07 feet to the beginning of a non-tangent curve concave northerly and having a radius of 42.98 feet, a radial line through last said beginning point bears South 54°39'48" West; thence southeasterly and easterly along last said curve through a central angle of 55°44'56" an arc length of 41.82 feet; thence North 81°22'26" East, 160.13 feet; thence North 3°53'37" West, 19.77 feet; thence North 86°15'13" East, 65.79 feet; thence South 5°00'46" East, 17.18 feet; thence North 66°36'44" East, 236.19 feet; thence South 35°02'30" East 206.80 feet to the northwesterly line of parcel of land described in the Grant Deed to San Pedro Lodge No. 966, Benevolent and Protective Order of Elks recorded August 13, 1959 as Instrument No. 161 of Official Records in said County Recorder's office ; thence along the northwesterly, southwesterly and westerly lines of said parcel through three following courses: South 54°57'30" West, 224.59 feet; South 35°02'30" East, 360.00 feet; South 0°25'20" West, 149.65 feet to said southerly line of said Lot III; thence along said southerly line North 89°34'40" West, 683.03 feet to the point of beginning.

SUBJECT TO covenants, conditions, restrictions, exceptions, reservations, easements, rights and right of way of record.

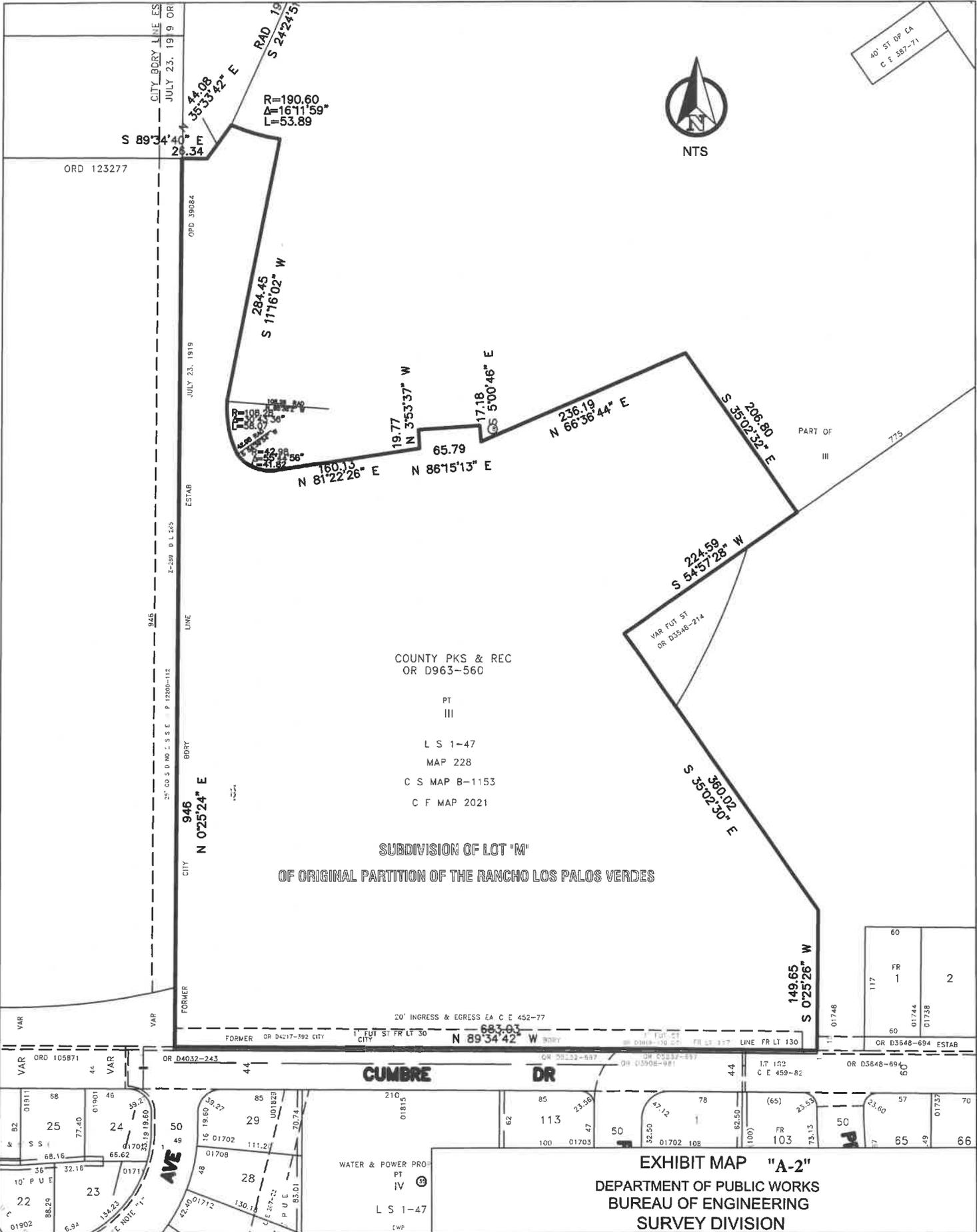
Containing: 425,168 square feet or 9.76 acres

ALL AS SHOWN ON EXHIBIT MAP ATTACHED HERETO AND BY THIS REFERENCE MADE A PART THEREOF.

Q:/Bogdanovich/Legal Revised 2-2-2016



[Handwritten signature]
2/2/16



ORD 123277

OPD 39084

JULY 23, 1919

ESTAB

LINE

BDRY

CITY

FORMER

VAR

VAR

44.08
S 89°34'40" E
28.34

R1 190.60
A=1641°59"
L=53.89

284.45
S 117°02' W

19.77
N 3°53'37" W

17.18
S 5°00'46" E

236.19
N 66°38'44" E

208.80
S 35°02'32" E

160.13
N 81°22'26" E

65.79
N 86°15'13" E

224.59
S 54°57'28" W

VAR FUT ST
OR D3548-214

360.02
S 35°02'30" E

149.65
S 02°52'6" W

COUNTY PKS & REC
OR D963-560

PT
III

L S 1-47

MAP 228

C S MAP B-1153

C F MAP 2021

SUBDIVISION OF LOT 'M'

OF ORIGINAL PARTITION OF THE RANCHO LOS PALOS VERDES

20' INGRESS & EGRESS EA C E 452-77

FORMER OR D4217-592 CITY

1 FT ST FR LT 30

N 89°34'42" W

BDRY

FR LT 130

ESTAB

CUMBRE

DR

AVE

WATER & POWER PRO
PT
IV

L S 1-47

EXHIBIT MAP "A-2"
DEPARTMENT OF PUBLIC WORKS
BUREAU OF ENGINEERING
SURVEY DIVISION



NTS

40 ST OF EA
C E 587-71

PART OF
III

775

60	
117	FR 1
	2
60	
	01744
	01738
60	
	01748

82	01911	88	46	01901	50	210	85	21.58	78	(65)	23.53	57	70
25	77.40	24	59.2	19.80	16	19.80	29	111.2	100	103	73.13	50	66
36	32.16	23	01711	01702	48	01708	28	130.18	50	100	82.50	7	65
10' P U E	88.29	134.23	01712	01702	48	01708	28	130.18	50	100	82.50	7	65
01902	6.94	134.23	01712	01702	48	01708	28	130.18	50	100	82.50	7	65

**QUITCLAIM DEED- COUNTY OF LOS ANGELES
TO CITY OF LOS ANGELES**

RECORDING REQUESTED BY *
County of Los Angeles *
AND MAIL TO *
City of Los Angeles *
Department of Recreation and Parks *
Planning, Construction and *
Maintenance Branch *
221 North Figueroa Street, Suite 400 *
Los Angeles, California 90012 *
Attention: Mr. Cid Macaraeg, *
Director of Real Estate and Assets, *

_____ Space above this line for Recorder's use _____

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

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

TAX PARCELS: 7560-028-900 (PORTION)

QUITCLAIM DEED

The **COUNTY OF LOS ANGELES, a body corporate and politic ("County")**, on a gratis basis, and in exchange for Grantee's agreement to comply with the provisions outlined in section a, b, c and d below, does hereby surrender, quitclaim and release to:

CITY OF LOS ANGELES ("Grantee")

all of the County's right, title and interest in and to the described real property, ("Property") reserving to the County all rights to oil, gas, minerals, and other hydrocarbon substances in and under the Property below a depth of 500 feet, measured vertically from the surface of the Property, without the right of surface entry.

The Property is located in the City of Los Angeles, County of Los Angeles, State of California, and is further legally described in Exhibit A-1 and depicted in Exhibit Map A-2 and incorporated herein.

SUBJECT TO AND GRANTEE TO ASSUME:

- a. All taxes, interest, penalties and assessments of record, if any;
- b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any;
- c. The obligation that the Property shall be for the benefit and use of all residents of the County of Los Angeles and there shall be no discrimination against or preference, gratuity, bonus or other benefit given residents of City of Los Angeles not equally accorded to residents of the County of Los Angeles; and
- d. The obligation that the Grantee operate and maintain the Property solely for public park and recreational purposes in perpetuity.

Dated _____

COUNTY OF LOS ANGELES

COLA LOG NO. _____

By _____
Janice Hahn
Chairwoman, Board of Supervisors

STATE OF CALIFORNIA))
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chairperson of the Board on all papers, documents, or instruments requiring said signature.

The undersigned hereby certifies that on this _____ day of _____, 2019, the facsimile signature of _____, Chair, Board of Supervisors, Los Angeles County was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chairperson of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

SACHI A. HAMAI,

By _____
Chief Executive Office

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____
Casey Youn
Senior Deputy

Exhibits:

1. Exhibit A-1: Legal Description for Property
2. Exhibit Map A-2: -Map for Property

Exhibit A-1

LEGAL DESCRIPTION

That portion of Lot III of the Subdivision of Lot "M" of original partition of the Rancho Los Palos Verdes, in the City of Los Angeles, County of Los Angeles, State of California as per Licensed Surveyor's map filed in Book 1 Page 47 of Record of Surveys in the office of the County Recorder of said county, bounded and described as follows:

Beginning at the intersection of that certain former boundary line of the City of Los Angeles established July 23, 1919 by Ordinance No. 39084 (new series) of said city with the southerly line of said Lot III; thence along said boundary line North 0°25'24" East, for purposes of this description, a distance of 946.00 feet to a point in the northerly line of a parcel of land described in the Resolution No. 2825 of the City of Los Angeles recorded on November 12, 1958 as Instrument No. 1767 in said County Recorder's office; thence along the easterly prolongation of said northerly line South 89°34'40" East 26.34 feet to the existing westerly line of that paved portion of the access road to Bogdanovich Park from Friendship Park; thence along said westerly line, North 35°33'42" East 44.08 feet to the southerly line of that paved portion of Friendship Park Drive, said point being the beginning of a non-tangent curve, concave northeasterly and having a radius of 190.60 feet, a radial line through said curve beginning bears South 24°24'51" West; thence easterly along said curve through a central angle of 16°11'59" an arc length of 53.89 feet; thence South 11°16'02" West, 284.45 feet to the beginning of a non-tangent curve concave easterly and having a radius of 108.28 feet, a radial line through last said beginning point bears North 85°38'00" West; thence southerly along last said curve through a central angle of 30°43'36" an arc length of 58.07 feet to the beginning of a non-tangent curve concave northerly and having a radius of 42.98 feet, a radial line through last said beginning point bears South 54°39'48" West; thence southeasterly and easterly along last said curve through a central angle of 55°44'56" an arc length of 41.82 feet; thence North 81°22'26" East, 160.13 feet; thence North 3°53'37" West, 19.77 feet; thence North 86°15'13" East, 65.79 feet; thence South 5°00'46" East, 17.18 feet; thence North 66°36'44" East, 236.19 feet; thence South 35°02'30" East 206.80 feet to the northwesterly line of parcel of land described in the Grant Deed to San Pedro Lodge No. 966, Benevolent and Protective Order of Elks recorded August 13, 1959 as Instrument No. 161 of Official Records in said County Recorder's office ; thence along the northwesterly, southwesterly and westerly lines of said parcel through three following courses: South 54°57'30" West, 224.59 feet; South 35°02'30" East, 360.00 feet; South 0°25'20" West, 149.65 feet to said southerly line of said Lot III; thence along said southerly line North 89°34'40" West, 683.03 feet to the point of beginning.

SUBJECT TO covenants, conditions, restrictions, exceptions, reservations, easements, rights and right of way of record.

Containing: 425,168 square feet or 9.76 acres

ALL AS SHOWN ON EXHIBIT MAP ATTACHED HERETO AND BY THIS REFERENCE MADE A PART THEREOF.

Q:/Bogdanovich/Legal Revised 2-2-2016



[Handwritten signature]
2/2/16

RECORDING REQUESTED BY:
County of Los Angeles
AND MAIL TO:
City of Los Angeles
Department of Recreation and Parks
Planning, Construction and Maintenance Branch
221 North Figueroa Street, Suite 400
Los Angeles, CA 90012
Attn: Mr. Cid Macaraeg,
Director of Real Estate and Assets

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Exhibit B

Space above this line for Recorder's use

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE GOVERNMENT CODE
THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE REVENUE
AND TAXATION CODE

ASSESSOR'S PARCEL NUMBER: 7560-028-900 (PORTION)

ACCESS EASEMENT

For valuable consideration, the receipt of which is hereby acknowledged, **City of Los Angeles ("Grantor")** does hereby grant to the **County of Los Angeles, a body corporate and politic, ("Grantee")** a non-exclusive easement (the "Access Easement") for ingress and egress purposes only in and across the parcels of real property in the City of Los Angeles, County of Los Angeles, State of California, legally described in the attached Exhibit B-1 ("Property"), and depicted in Exhibit Map B-2 and incorporated herein.

The foregoing grant is subject to all matters of record and to the following reservations and conditions to which Grantor and Grantee by the conveyance and acceptance of this Access Easement agree to keep and perform:

- a. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
- b. Grantee shall have the right to ingress and egress in, on, over and across the Property. With this transfer, Grantee intends to retain access to an existing park and continued access to that portions of Friendship Park for maintenance purposes.
- c. Grantor shall indemnify, defend and hold harmless the Grantee, its Special Districts, elected and appointed officers, employees, agents and volunteers ("Grantee Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Access Easement, except for such loss or damage arising from the active negligence or willful misconduct of the City Indemnitees.
- d. The Grantee shall indemnify, defend and hold harmless the Grantor, its employees, agents and volunteers ("Grantor Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Access Easement, except for such loss or damage arising from

the active negligence or willful misconduct of the Grantor Indemnitees.

- e. Under no circumstances is Grantor permitted to park or store vehicles or personal property within the Access Easement.
- f. Grantor shall be responsible for maintaining, repairing, replacing, and improving the Access Easement in perpetuity. Should Grantor fail to do so in a reasonable amount of time, Grantee may perform any of said activities at Grantor's sole cost and expense to be reimbursed to Grantee by Grantor in a timely manner.
- g. The provisions and conditions contained in the Access Easement shall run with the land and be binding upon Grantor, Grantee, and their agents, successors and assigns.

THE CITY OF LOS ANGELES, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS

GRANTOR:

By: _____ Date: _____
Sylvia Patsouras, President

By: _____ Date: _____
Iris L. Davis, Secretary

Exhibit B-1

The Access Easement Area is described on the legal description attached hereto.

LEGAL DESCRIPTION

That portion of Lot III of the Subdivision of Lot "M" of original partition of the Rancho Los Palos Verdes, in the City of Los Angeles, County of Los Angeles, State of California as per Licensed Surveyor's map filed in Book 1 Page 47 of Record of Surveys in the office of the County Recorder of said county, bounded and described as follows:

Commencing at the intersection of that certain former boundary line of the City of Los Angeles established July 23, 1919 by Ordinance No. 39084 (new series) of said city with the southerly line of said Lot III; thence along said boundary line North 0°25'24" East, for purposes of this description, a distance of 946.00 feet to the POINT OF BEGINNING, said point being in the northerly line of a parcel of land described in the Resolution No. 2825 of the City of Los Angeles recorded on November 12, 1958 as Instrument No. 1767 in said County Recorder's office; thence along the easterly prolongation of said northerly line South 89°34'40" East 26.34 feet to the existing westerly line of that paved portion of the access road to Bogdanovich Park from Friendship Park; thence along said westerly line, North 35°33'42" East 44.08 feet to the southerly line of that paved portion of Friendship Park Drive, said point being the beginning of a non-tangent curve, concave northeasterly and having a radius of 190.60 feet, a radial line through said curve beginning bears South 24°24'51" West; thence easterly along said curve through a central angle of 16°11'59" an arc length of 53.89 feet; thence South 11°16'02" West, 284.45 feet to the beginning of a non-tangent curve concave easterly and having a radius of 108.28 feet, a radial line through last said beginning point bears North 85°38'00" West; thence southerly along last said curve through a central angle of 30°43'36" an arc length of 58.07 feet to the beginning of a non-tangent curve concave northerly and having a radius of 42.98 feet, a radial line through last said beginning point bears South 54°39'48" West; thence southeasterly and easterly along last said curve through a central angle of 55°44'56" an arc length of 41.82 feet; thence South 81°22'26" West, 98.32 feet to said boundary line; thence along said boundary line North 0°25'24" East, 347.77 feet to the point of beginning.

Containing: 26,035 square feet or 0.60 acres

ALL SHOWN HATCHED ON THE EXHIBIT MAP ATTACHED HERETO AND BY THIS REFERENCE MADE A PART THEREOF.

Q:/Friendship Park County Area/Legal Desc 5-5-2017



Exhibit Map B-2

The Access Easement Area is shown and depicted on the diagram attached hereto.

RESOLUTION NO. _____

WHEREAS, on _____, 20__ through Board Report (BR) No. _____ the Board of Recreation and Park Commissioners (Board) approved the acquisition of a portion of Deane Dana Friendship Park (Friendship Park), located at 1805 W. Ninth Street, San Pedro, California, 90732 ("Property") and identified as a portion of Los Angeles County Assessor's Parcel Number (APN) 7560-028-900, as depicted in the attached Site Map (Attachment C of BR No. _____) to be incorporated as an expansion to Martin J. Bogdanovich Recreation Center ("Bogdanovich Park"), located at 1920 Cumbre Drive, San Pedro, California, 90732, APN 7561-025-902;

WHEREAS, to approve a proposed Property Transfer Agreement ("PTA") between the Department of Recreation and Parks ("RAP") and the County of Los Angeles (County) regarding the acquisition of the portion of the Property as an expansion to Bogdanovich Park and the approval of the City Attorney as to form;

WHEREAS, to adopt the Resolution that approves the proposed PTA and the acquisition of the Property as an expansion to Bogdanovich Park ("Acquisition");

WHEREAS, to direct Board Secretary to transmit PTA to City Attorney for review and approval as to form;

WHEREAS, to approve the granting of an Access Easement to County as described in the Summary of this BR No. _____;

WHEREAS, to authorize RAP staff to request the assistance of the Department of General Services and the City Attorney's Office in the review and processing of the related documents, including but not limited to the PTA;

WHEREAS, to authorize the Board President and Secretary to execute the PTA and Quit Claim Deed from the County, which shall be set apart and dedicated as park property in perpetuity, subject to the approval of the City Attorney as to form and legality;

WHEREAS, to find that the proposed acquisition is categorically exempt from CEQA;

WHEREAS, to direct RAP staff to negotiate a license Agreement with the Elk Lodge to permit parking for special events as described in the Summary of the BR No. _____;

WHEREAS, to direct the Chief Financial Officer to prepare a check to the Los Angeles County Clerk in the amount of Seventy-five Dollars (\$75.00) in order to file a Notice of Exemption with the County within five (5) working days of approval of BR No. _____; and,

NOW, THEREFORE, BE IT FURTHER RESOLVED that the portion of APN 7560-028-900 is to be set apart and dedicated as park property in perpetuity; and

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of a Resolution adopted by the Board of Recreation and Park Commissioners of the City of Los Angeles at its meeting held on _____, 20__ (Board Report. No. _____).

Iris Davis, Secretary

Resolution No. _____



Dean Dana Friendship Park Attachment C