

0150-12446-0000

TRANSMITTAL

TO
The Council

DATE
11/03/2023

COUNCIL FILE NO.

FROM
The Mayor

COUNCIL DISTRICT
5

Acquisition of Land Required to Complete the Northvale Bike Path

Transmitted for your consideration. See the
City Administrative Officer report attached.



MAYOR
(Chris Thompson for)

MWS:DHH:06240017t

OFFICE OF THE CITY ADMINISTRATIVE OFFICER


Date: October 12, 2023

CAO File No. 0150-12446-0000

Council File No.

Council District: 5

To: The Mayor

From: *for* Matthew W. Szabo, City Administrative Officer 

Reference: Letter to the Mayor from the Board of Public Works, dated June 15, 2023; referred for report on June 15, 2023

Subject: **NORTHVALE BIKE PATH – EASEMENT AND LAND SWAP**

RECOMMENDATIONS

That the Council, subject to the approval of the Mayor:

1. Approve an Ordinance to acquire a 712 square foot easement at 3185 Motor Avenue to allow completion of the Expo/Northvale Bike Path and to sell an 800 square foot parcel of City-owned land at 3195 South Motor Avenue, to Aron and Ester S. Begun as partial compensation for the easement;
2. Authorize total compensation of \$87,625 (\$85,125 cash and the \$2,500 City parcel at 3195 South Motor Avenue) for the 712 square foot property at 3185 Motor Avenue and instruct the Department of Transportation to make payment of \$85,125 from Fund 540, Department 94, account 94N807, entitled "Exposition Blvd Bike Phase 2, to Aron and Ester S. Begun;
3. Authorize the City Engineer, or designee, to negotiate and enter into any agreement and/or related document required to complete the acquisition of the 712 square foot easement at 3185 Motor Avenue, including the sale of 800 square feet of City-owned property at 3195 Motor Avenue and the payment of up to \$85,125 from the City; and,
4. Authorize the City Administrative Officer to make any technical corrections required to implement the intent of the Mayor and Council.

SUMMARY

The Exposition Light Rail Line project to Santa Monica included a bike path that would extend from Downtown to Santa Monica. The project has been known as the Expo Bike Path or the Northvale Bike Path. Most of the project has been completed yet a significant gap exists between Overland Avenue and Motor Avenue. To close that gap, the purchase of a 712 square foot easement at 3185 Motor Avenue is required.

The owner of the property at 3185 Motor Avenue has requested compensation that includes cash and the City transfer of an 800 square foot parcel of City-owned land at 3195 South Motor Avenue.

The Department of Public Works, Bureau of Engineering (BOE) represented the City on this transaction. BOE complied with surplus property procedures. Appraisals were prepared for both parcels. The parcel being acquired was appraised at \$66,500 and the City parcel requested was appraised at \$2,500. BOE and the property owner of 3185 Motor Avenue negotiated a sale price of \$87,625 (\$85,125 cash and the \$2,500 City parcel at 3195 South Motor Avenue). This level of compensation was determined to be reasonable as the alternative would be condemnation of the property required to complete the bike path. Condemnation was estimated to cost between \$250,000 and \$1 million for the litigation and to take 24 to 36 months, during which the project cost would continue to escalate.

The proposal by BOE reflects the purchase of the property from one private party and the sale of City property and provision of cash to another private party. BOE asserts that the two parties are one and the same. However, to promote transparency and to avoid complicating any potential taxes from the transaction, it is recommended that the City provide payment (both the cash and transfer of property) to the same private party from which the City is legally acquiring the parcel at 3185 Motor Avenue.

Section 385 of the City Charter requires that any sale of City property may done by ordinance. Therefore, Council approval is required.

Funds for this transaction are currently available within an existing project account for the Exposition Bike Path within the City Proposition C Anti-Gridlock Improvement Fund.

FISCAL IMPACT STATEMENT

There is no General Fund impact. Funds for the acquisition of the permanent bike path easement for the Project in the amount of \$85,125 are available in the Prop C Anti-Gridlock Improvement Fund, Fund 540, Department 94, account 94N801, entitled "Exposition Blvd Bike Phase 2".

FINANCIAL POLICIES STATEMENT

The recommendations in this report comply with City Financial Policies as sufficient funds exist within an existing appropriation account.

**BOARD OF PUBLIC WORKS
MEMBERS**

AURA GARCIA
PRESIDENT

M. TERESA VILLEGAS
VICE PRESIDENT

DR. MICHAEL R. DAVIS
PRESIDENT PRO TEMPORE

VAHID KHORSAND
COMMISSIONER

SUSANA REYES
COMMISSIONER

CITY OF LOS ANGELES

CALIFORNIA



KAREN BASS
MAYOR

**OFFICE OF THE
BOARD OF PUBLIC WORKS**

DR. FERNANDO CAMPOS
EXECUTIVE OFFICER

200 NORTH SPRING STREET
ROOM 361, CITY HALL
LOS ANGELES, CA 90012

TEL: (213) 978-0261
TDD: (213) 978-2310
FAX: (213) 978-0278

<http://bpw.lacity.org>

June 15, 2023

BPW-2023-0335

The Honorable Mayor Bass
City Hall – Room 320
Los Angeles, CA 90012
Attn: Heleen Ramirez

**PERMANENT EASEMENT ACQUISITION – PARCEL NO. 4318-033-010 –
EXPOSITION WEST BIKEWAY - NORTHVALE SEGMENT PROJECT, RIGHT-OF-WAY
NO. 33922-17A**

As recommended in the accompanying report from the City Engineer, which this Board has adopted, the Board of Public Works (Board) recommends that the Mayor and City Council:

1. AUTHORIZE the City Engineer, or his designee, to negotiate and enter into an agreement and related documents to acquire a permanent bike path easement affecting real property located at 3185 S. Motor Avenue, Los Angeles, CA 90064 (Property) for the completion of the Exposition West Bikeway – Northvale Segment Project;
2. AUTHORIZE the City Engineer, or his designee, to request the Los Angeles Department of Transportation to draw the necessary demand for the total amount of just compensation, not-to-exceed \$85,125, payable to the Chabad of Cheviot Hills, to cover the cost of acquiring the permanent bike path easement and improvements listed in the Property Exchange Agreement between Aron and Ester Begun and the City of Los Angeles for the project; and
3. ADOPT a Sale Ordinance to exchange approximately 860 square feet of exempt surplus land located at 3195 S. Motor Avenue, Los Angeles, CA 90064, to Aron and Ester Begun, as part of the consideration for the purchase of the bike path easement affecting Property

(W.O. E1907693)

Fiscal Impact:

Funds for the acquisition of the permanent bike path easement for the Project in the amount of \$85,125 are available in the Prop C Anti-Gridlock Improvement Fund, Fund No. 540, Department No. 94, Appropriation Unit No. 94N801, Titled "Exposition Blvd Bike Phase 2".

Sincerely,


T. Knight,

Assistant Executive Office Board of Public Works

FC:lc

Department of Public Works

Bureau of Engineering

Report No. 1

June 7, 2023

CD No. 5

ADOPTED BY THE BOARD
PUBLIC WORKS OF THE CITY
of Los Angeles California

JUN 07 2023

AND REFERRED TO THE MAYOR

[Signature]
Executive Officer
Board of Public Works
AND REFERRED TO THE CITY COUNCIL

**EXPOSITION WEST BIKEWAY - NORTHVALE SEGMENT PROJECT, RIGHT-OF-WAY No. 33922-17A,
PERMANENT EASEMENT ACQUISITION, PARCEL NO. 4318-033-010 (WORK ORDER No. E1907693)**

RECOMMENDING THE BOARD OF PUBLIC WORKS:

APPROVE and FORWARD this report with transmittals to the City Council and Mayor requesting the following:

1. AUTHORIZE the City Engineer, or his designee, to negotiate and enter into an agreement and related documents (Transmittal No. 1) to acquire a permanent bike path easement affecting real property located at 3185 S. Motor Avenue, Los Angeles, CA 90064 (Property) for the completion of the Exposition West Bikeway – Northvale Segment Project (Project).
2. AUTHORIZE the City Engineer, or his designee, to request the Los Angeles Department of Transportation to draw the necessary demand for the total amount of just compensation, not-to-exceed \$85,125, payable to the Chabad of Cheviot Hills, to cover the cost of acquiring the permanent bike path easement and improvements listed in the Property Exchange Agreement (Transmittal No. 1) between Aron and Ester Begun (Property Owners) and the City of Los Angeles (City) for the Project.
3. ADOPT a Sale Ordinance (Transmittal No. 2) to exchange approximately 860 square feet of exempt surplus land located at 3195 S. Motor Avenue, Los Angeles, CA 90064 (Motor Ave. Parcel), which is further described in Exhibit D of Transmittal No. 1, to Aron and Ester Begun, as part of the consideration for the purchase of the bike path easement affecting Property.

TRANSMITTALS

1. Property Exchange Agreement and related documents signed by the Property Owners, approved by the Bureau of Engineering (BOE), and reviewed as-to-form by the City Attorney's Office.
2. Draft Property Exchange Ordinance for the Property and Motor Ave. Parcel.
3. Council File No. 09-1295-S7 - Declaration of Exempt Surplus Land.
4. Concurrence Letter from the State of California, Department of Housing and Community Development, dated September 2, 2022.

DISCUSSION

After the Exposition Light Rail Line Phase II project was completed, the City Council adopted a motion from Councilmember Koretz of Council District No. 5 (Council File No. 09-1295-S5) to construct a bikeway segment, between Overland Avenue and Motor Avenue, called the "Expo Bike Path Northvale Gap Closure Project," also known as the "Exposition West Bikeway Northvale Segment Project" (Project).

Initially, the Exposition Light Rail Line Phase II project included an adjacent bikeway from Downtown Los Angeles to Santa Monica. Many of the western portions of the bikeway have been completed, however, a significant gap in the bikeway, between Overland Avenue and Motor Avenue, remains to be constructed. Temporary sharrows were installed on the streets through this segment, but a permanent bike path is necessary to fulfill the promise of a backbone bicycle pathway.

The BOE is currently completing the right-of-way acquisition phase of the Project. As part of the negotiation for one of the permanent bike path easements for the Project, the Property Owners requested that the City convey to them the Motor Ave. Parcel, an uneconomic remnant, which measures approximately 860 square feet. Additionally, the City will pay a negotiated amount for the purchase of the Property, a 712 square foot easement, from the Property Owners. The BOE has determined that the Motor Ave. Parcel has no utility to the City and agreed to convey it to the Property Owners as part of the transaction.

On August 17, 2022, the City Council unanimously approved Council File No. 09-1295-S7 (Transmittal No. 3) to declare the Motor Ave. Parcel as "Exempt Surplus Land" per AB 1486 (Council File No. 09-1295-S7). The State of California Department of Housing and Community Development subsequently concurred with the findings on September 2, 2022 (Transmittal No. 4). Both the City's West Los Angeles District Engineer and Planning offices have no objection to the sale.

On February 10, 2010, BOE staff filed a Notice of Exemption for the Project after the City Council had approved the Project under Council File No. 09-0099-S1. Since adoption of the proposed ordinance constitutes the implementation of a previously approved project, no further environmental analysis is required.

STATUS OF FUNDING

Funds for the acquisition of the permanent bike path easement for the Project in the amount of \$85,125 are available in the Prop C Anti-Gridlock Improvement Fund, Fund No. 540, Department No. 94, Appropriation Unit No. 94N801, Titled "Exposition Blvd Bike path Phase 2".

Report No. 1

Page 3

(UJ RMK AV JF)

Report reviewed by:

BOE (ADM and SID)

Report prepared by:

Real Estate Division

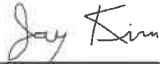
Uriel Jimenez
Chief Real Estate Officer II
Phone No. (213) 485-5787

Respectfully submitted,



Ted Allen, PE
City Engineer

Statement as to funds approved by:



Jay W. Kim
Assistant General Manager
Department of Transportation
Date: 5/16/23

UJ/JQ/04-2023-0065_RED.gva

Questions regarding this report
may be referred to:
Jonathan Quan, Senior Real Estate Officer
Phone No. (213) 485-5779
E-mail: Jonathan.Quan@lacity.org

CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE: _____

(PLEASE DO NOT STAPLE THE CONTRACT FOR THE CLERK'S FILE)

FORM MUST BE TYPEWRITTEN

FROM (DEPARTMENT): _____

CONTACT PERSON: _____ PHONE: _____

CONTRACT NO.: _____

COUNCIL FILE NO.: _____

ADOPTED BY COUNCIL: _____

DATE

APPROVED BY BPW: _____

DATE

NEW CONTRACT _____
AMENDED AND RESTATED _____
ADDENDUM NO. _____
SUPPLEMENTAL NO. _____
CHANGE ORDER NO. _____
AMENDMENT _____

CONTRACTOR NAME: _____

TERM OF CONTRACT: _____ THROUGH: _____

TOTAL AMOUNT: _____

PURPOSE OF CONTRACT:

NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET

PROPERTY EXCHANGE AGREEMENT

Department of Public Works
Bureau of Engineering
1149 S. Broadway, Suite 610
Los Angeles, CA 90015

Project: Exposition-West Bikeway-
Northvale Segment Project (Project)
Right-of-Way No.: 33922-17A
Work Order No. E1907693
Assessor Parcel No. (APN): 4318-033-010
4318-033-901

This Property Exchange Agreement (“Agreement”) is entered into as of August 15, 2023, for identification purposes only, by and between the CITY OF LOS ANGELES, a municipal corporation, acting by and through its Department of Public Works, Bureau of Engineering (“City”), and Aron and Esther S. Begun (collectively, “Property Owner”). Property Owner and City are hereinafter individually referred to as a “Party” and collectively as the “Parties.”

RECITALS

- A. City is the fee owner of property identified by APN 4318-033-901 and located at 3195 Motor Avenue, Los Angeles, CA 90064 (“Motor Ave. Parcel”), particularly described and depicted in and attached hereto as **Exhibit A**.
- B. Property Owner is the fee owner of property immediately adjacent to the Motor Ave. Parcel, identified by APN 4318-033-010 and located at 3185 Motor Avenue, Los Angeles, CA 90064 (“Property”).
- C. The City seeks to convey its fee interest in the Motor Ave. Parcel to the Property Owner.
- D. The City seeks to acquire a bike path easement (“Bike Path Easement”) on, over, across, and under a portion of the Property more particularly described and depicted in **Exhibit B** for the City’s Exposition Project (Project). The Project will construct two segments of bike facilities: a 0.28-mile bike path just north of the I-10 freeway from Motor Avenue to 500 feet east of Dunleer Drive and a bike lane from Dunleer Drive to Overland Avenue. The Project is part of an overall effort to construct a continuous bike-way path from Exposition Park to Santa Monica Beach. The Project also includes lighting, signage, striping, landscaping, grading, retaining wall, bulkhead wall, wrought iron fence, and a traffic signal at Motor Avenue, southeast of Walavista Road. The Project will require the removal of a mature palm tree and a large eucalyptus tree, currently existing on the Property.
- E. The City owns a 12-ft wide sewer easement along existing 42 inches sewer pipe (6-ft on each side of the existing pipe that falls into the Motor Ave. Parcel) at the west end of the Motor Ave. Parcel (“Sewer Easement”), described and depicted in and attached hereto as **Exhibit C**. As noted above, City owns the fee simple interest to the Motor Ave. Parcel. The Parties agree that as part of the Closing (defined below), City will

convey its fee interest in the Motor Ave. Parcel to Property Owner, subject to all covenants, conditions, restrictions, reservations, rights, rights-of-way, easements, obligations and liabilities and other matters of record, including without limitation the Sewer Easement, pursuant to a quitclaim deed.

- F. As full consideration for all of the contemplated transactions/business terms referenced in Recitals C through E, inclusive, above (collectively, the “Subject Transaction”), the Parties have mutually agreed that City shall pay Property Owner one lump sum amount of Eighty Five Thousand One Hundred Twenty Five Dollars (\$85,125) (“Total Consideration”), and the Property Owner shall have no payment obligation.

AGREEMENT

NOW, THEREFORE, in consideration of valuable consideration, the Parties hereby agree as follows:

1. The Subject Transaction.

1.1 **Conveyance of Motor Ave. Parcel.** City hereby agrees to convey to Property Owner the Motor Ave. Parcel by executing and delivering, as required herein, a Quitclaim Deed, a form of which is attached hereto as **Exhibit D** (“Quitclaim Deed”). Such conveyance shall be part of the Closing (as defined below). As set forth in the Quitclaim Deed, conveyance of the Motor Ave. Parcel shall be subject to existing easements, including without limitation the Sewer Easement.

1.2 **Conveyance of Bike Path Easement.** Property Owner hereby agrees to convey to the City a Bike Path Easement on, over, across, and under the Property by executing and delivering, as required herein, an easement deed, a form of which is attached hereto as **Exhibit E** (“Easement Deed”). The conveyance of the Bike Path Easement includes conveyance, to the City, of all hereditaments and appurtenances belonging to or inuring to the benefit of the Property Owner and pertaining to the Bike Path Easement and all improvements and non-moveable equipment and fixtures located thereon, and all development rights air rights, mineral rights, water and water rights, if any, relating to the Bike Path Easement. The concurrent recordation of the Quitclaim Deed and the Easement Deed (in that order of recordation) shall be part of the Closing (as defined below).

2. **Consideration for the Subject Transaction.** City shall pay Property Owner the Total Consideration, payable as follows: Within 60 days after the City’s receipt of the Property Owner-executed and notarized Easement Deed, the City shall make payment in the sum of the Total Consideration, with a check or warrant made payable to Chabad of Cheviot Hills, and mailed to 3185 Motor Avenue, Los Angeles, CA 90064.

3. The Parties acknowledge that the following are included and factored into the Total Consideration: (i) the conveyance of the Quitclaim Deed, (ii) the conveyance of the Easement Deed, and (iii) a credit for Property Owner to replace one large palm tree and one large eucalyptus

tree that the City will remove from the Property as part of the Project. Property Owner shall have no obligation to pay City under this Agreement.

4. Closing.

4.1 **Closing.** The “Closing” shall take place upon the concurrent occurrence of: (i) the recordation of the Quitclaim Deed, immediately followed by the Easement Deed, in the Office of the County Recorder of Los Angeles County. The Quitclaim Deed and the Easement Deed shall be recorded concurrently, in that order of recordation.

4.2 **Payment of Closing Costs at Closing.** The Property Owner shall pay all title, recording, and documentary/transfer fees, as applicable, in connection with Closing.

4.3 Delivery of Documents for Closing.

4.3.1 **Delivery by Property Owner.** Within seven days after the execution of this Agreement, Property Owner shall deliver to the City the following:

- (a) Easement Deed, duly executed by Property Owner and notarized.
- (b) A completed W-9 and an affidavit certifying that Property Owner is not “foreign persons” as defined in the Internal Revenue Code.

4.3.2 **Delivery by City.** Within ninety days after the execution of this Agreement, City shall deliver to Property Owner (a) one (1) original of the Quitclaim Deed, duly executed by City and acknowledged; and (b) one (1) original of the certificate of acceptance of the Easement Deed, duly executed by City, accepting the entire Bike Path Easement, as required under Government Code Section 27281.

5. **Brokerage Commission.** Each Party represents and warrants to the other Party that it has not employed, dealt with or incurred any obligation to any other broker, agent or finder in connection with the Subject Transaction, and that it has not incurred any obligation to pay any other real estate brokerage or other commission or fee in connection with any aspect of the Subject Transaction.

6. **Acquire “AS IS.”** Except as otherwise specified herein: (i) each Party makes no representations or warranties as to the physical condition, title or any aspect of the property such Party is transferring pursuant to this Agreement or in connection with any matter relating to its condition, value, fitness, use, or regulations which may be relied directly or indirectly; and (ii) each Party acknowledges that it is relying solely upon its own inspection, investigation and analyses of the property/property interest it is receiving and the matters described above and its own verification of the information contained herein in entering into this Agreement and is not relying in any way upon any representations, statements, agreements, warranties or other information or material furnished by the transferring Party or its representatives, whether oral or written, express or implied, of any nature whatsoever regarding any such matters.

THEREFORE, EXCEPT AS OTHERWISE SPECIFIED HEREIN, EACH PARTY AGREES THAT IT IS ACQUIRING THE PROPERTY/PROPERTY INTEREST TO BE CONVEYED TO SUCH PARTY UNDER THIS AGREEMENT "AS-IS", "WHERE-IS", AND "WITH ALL FAULTS", BASED SOLELY ON THE INSPECTION, ANALYSIS, EXAMINATION AND INVESTIGATION EACH PARTY DESIRES TO MAKE AND EXPRESSLY WITHOUT THE OTHER PARTY'S WARRANTY OR REPRESENTATION.

7. **Eminent Domain Dismissal and Release by Property Owner.** The Parties hereto acknowledge that this transaction is a negotiated settlement in lieu of condemnation. Upon payment of the Total Consideration, Property Owner agrees and consents to the dismissal without prejudice of any eminent domain action in the Superior Court in which the Bike Path Easement is included, if any, and also will waive any and all claims to any money that may be on deposit for that action. This Agreement is full consideration for all claims of compensation and/or damage that may have arisen by any such eminent domain action and/or the design and construction of Project as proposed. Property Owner hereby acknowledges that the Total Consideration constitutes the full and complete settlement of any and all claims for compensation or damages against the City, by reason of City's acquisition of the Bike Path Easement and any dislocation of Bike Path Easement from same, specifically including, but not limited to, the value of the Bike Path Easement, any and all claims in inverse condemnation and for pre-condemnation damages, severance damages, any and all loss of business goodwill, and any and all other claims that Property Owner or its affiliates may have, whether or not specifically mentioned here, relating directly or indirectly to the acquisition by the City of the Bike Path Easement and/or the design and construction of Project as proposed. Property Owner hereby waives all attorneys' fees, costs, disbursements, and expenses arising out of any potential known or unknown issues relating to condemnation or inverse condemnation of the Bike Path Easement, or part thereof. Property Owner and Property Owner's affiliates, agents, representatives, attorneys, principals, predecessors, successors, assigns, administrators, executors, heirs, and beneficiaries, hereby release the City from any and all obligations, liabilities, claims, costs, expenses, demands, debts, controversies, damages, causes of action, including without limitation those relating to just compensation, severance damages, loss of goodwill which Property Owner and its affiliates now have, or might hereafter have by reason of any matter or thing arising out or in any way relating to any condemnation action affecting the Property and/or the design or construction of the Project as proposed. The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties. This section shall survive into perpetuity.

8. **Release.** Except for instances involving a breach by the City of its obligations under this Agreement, Property Owner on behalf of itself and its affiliates releases, remises, acquits and forever discharges the City, its employees, agents, attorneys and other representatives from and against any and all claims, causes of action, suits, legal or administrative orders or proceedings, demands, actual damages, punitive damages, losses, costs, liabilities and expenses ("Claims"), WHETHER KNOWN OR UNKNOWN, direct or indirect, foreseeable or unforeseeable, which concern or in any way relate to the City's acquisition of the Bike Path Easement and/or the design and construction of the Project as proposed, including, but not limited to, any and all claims for greater compensation, severance damages, litigation fees, appraisal costs, damages, loss of goodwill, real property, furniture, fixtures and equipment, and interest (the "Released Claims".)

Notwithstanding anything to the contrary as stated herein, the Released Claims do not include and expressly exclude any future claims that may arise after the date of the Easement Deed pertaining to, related to or arising from the City's (or any successor to the City) use of the Bike Path Easement, including, without limitation, any design and construction activities, including those related the Project, except to the extent any liability is caused by the negligence or misconduct of Property Owner (the "Reserved Claims").

Property Owner on behalf of itself and its affiliates expressly waive any and all rights Property Owner and its affiliates may have under Section 1542 of the California Civil Code, which provides as follows:

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

All the provisions of this section shall survive into perpetuity.

9. **Hazardous Materials/Substance Indemnity.** Property Owner agrees to indemnify, defend and hold the City harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including, without limitation, attorneys' fees), resulting from, arising out of, or based upon (i) the presence, release, use, generation, discharge, storage, or disposal of any hazardous material on, under, in or about, or the transportation of any such materials to or from, the Property or Bike Path Easement, or (ii) the violation, or alleged violation, of any statute, ordinance, order, rule, regulation, permit, judgment, or license relating to the use, generation, release, discharge, storage, disposal, or transportation of hazardous materials on, under, in, or about, to or from, the Property or the Bike Path Easement. This indemnity shall include, without limitation, any damage, liability, fine, penalty, punitive damage, cost, or expense arising from or out of any claim, action, suit or proceeding for personal injury (including sickness, disease, or death), tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, pollution, contamination, leak, spill, release, or other adverse effect on the environment.

10. **Notices.** Any notice to be given hereunder to either Party shall be in writing and shall be given either by personal delivery, facsimile, federal express (or similar overnight delivery service), overnight courier or by depositing such notice in the United States first class mail, certified, with return receipt requested, postage prepaid and addressed as follows:

City: CITY OF LOS ANGELES
Department of Public Works, Bureau of
Engineering

Attn: Uriel Jimenez/Real Estate Division
1149 S. Broadway, Suite 610
Los Angeles, California 90015
Telephone No.: (213) 485-5787

With Copies to The Office of the City Attorney
City Hall East, Room 701
200 North Main Street
Los Angeles, California 90012
Attn: Lindsey Zwicker/Real Property Division
Phone No.: (213) 978-8100
Fax No.: (213) 978-8090

Property Owner : Aron and Esther S. Begun
3185 Motor Avenue
Los Angeles, CA 90064
Phone No.: (310) 628-2770
Email: rabbi@chabadofcheviot hills.com

11. **Miscellaneous.**

11.1 **No Modifications.** No addition to or modification of any term or provision of this Agreement is effective unless in writing and signed by both of the Parties.

11.2 **Construction of Agreement.** The provisions of this Agreement shall not be construed in favor of or against either Party, but shall be construed as if both Parties prepared this Agreement.

11.3 **Headings.** The Section headings of this Agreement are only for convenience and shall not be deemed to limit the subject of such Sections or to be considered in their construction.

11.4 **Governing Law.** The laws of the State of California shall govern this Agreement.

11.5 **Time of the Essence.** Time is of the essence of each and every provision of this Agreement.

11.6 Further Assurances. Each of the Parties shall execute and deliver all additional papers, documents and other assurances, and shall do all acts and things reasonably necessary in connection with the performance of their obligations under this Agreement to carry out the intent of this Agreement.

11.7 No Waiver. No waiver by a Party of a breach of any of the terms, covenants, or conditions of this Agreement by the other shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition contained herein. No waiver of any default by a Party shall be implied from any omission by the other Party to take any action on account of such default if such default persists or is repeated and no express waiver shall affect a default other than as specified in such waiver. The consent or approval by either Party to or of any act by the other requiring the first Party's consent or approval shall not be deemed to waive or render unnecessary the consenting Party's consent or approval to or of any subsequent similar acts by the other Party.

11.8 Severability. If any portion of this Agreement is held by any court of competent jurisdiction to be illegal, null, void or against public policy, then the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the full extent permissible by law, but only to the extent that performance of such remaining provisions would not be inconsistent with the intent and purposes of this Agreement.

11.9 Gender and Number. As used in this Agreement (unless the context requires otherwise), the masculine, feminine and neuter genders and the singular and the plural include one another.

11.10 Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the Subject Transaction, and all prior and contemporaneous agreements, representations, negotiations and understandings of the Parties, oral or written, (including, without limitation, any letters of intent or understanding) with respect to the Subject Transaction are hereby superseded and merged herein. The preceding sentence shall not affect the validity of any instrument executed by the Parties in the form of the exhibits attached to this Agreement.

11.11 Survival. All covenants, agreements, representations, warranties and indemnities contained in this Agreement shall survive the execution and delivery of this Agreement and the Closing Date and the delivery and recordation of all documents or instruments in connection therewith.

11.12 Time References. Unless otherwise expressly provided in this Agreement, any reference in this Agreement to time for performance of obligations or to elapsed time shall mean Pacific Standard Time and time periods shall mean consecutive calendar days, months or years, as applicable. If the date ("Performance Date") on which any action is to be taken, any obligation is to be performed, or any notice is to be given under this Agreement falls on a Saturday, Sunday or federal holiday, then such Performance Date shall be automatically extended to the next business day. As used in this Agreement, "business day" means any calendar day that is not a

Saturday, Sunday or City holiday. The time for performance on any Performance Date shall be no later than 5:00 p.m., unless otherwise provided in this Agreement.

11.13 Incorporation of Exhibits. Except as intentionally omitted, all exhibits attached hereto and referred to herein are incorporated into the Agreement as though fully set forth herein.

11.14 Venue. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be the Superior Court of the County and the Parties hereby agree to and do hereby submit to the jurisdiction of such court.

11.15 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be construed as one instrument.

11.16 Evidence of Execution. Execution of this Agreement may be evidenced by the Parties exchanging signed copies of this Agreement by electronic transmission which electronic copies shall be deemed to be as good as hard/wet copies.

11.17 Parties Bound; Assignment. This Agreement, and the terms, covenants, and conditions herein contained, shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of each of the Parties hereto. City may assign its rights under this Agreement without the prior written consent of Property Owner.

11.18 Each Party's Proprietary Capacity. Except where clearly and expressly provided otherwise in this Agreement, the capacity of each Party in this Agreement shall be solely as transferee or transferor of real property ty, and any obligations or restrictions imposed by this Agreement on each Party shall be limited to that capacity and shall not relate to, constitute a waiver of, supersede or otherwise limit or affect the governmental capacities of such Party, including, without limitation, enacting laws, inspecting structures, granting or denying land use entitlements, reviewing and issuing permits, and all of the other legislative and administrative or enforcement functions of each pursuant to federal, state or local law.

[Signatures on following page]


The Parties have executed this Agreement as of the Effective Date.


CITY:

The City of Los Angeles, a municipal corporation

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney



By: 
Name: Ted Allen, P.E.
Title: City Engineer, Department of Public Works, Bureau of Engineering

By: 
Name: Lindsey Zwicker
Title: Deputy City Attorney
Date: April 26, 2023


Date: 08/14/2023

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By:  
Name: Priscilla Ruiz
Title: Deputy Clerk
Date: 08/15/2023

PROPERTY OWNER:

By: 
Name: Aron Begun
Date: APR. 25, 2023

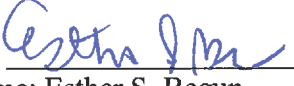
By: 
Name: Esther S. Begun
Date: April 25, 2023

Exhibit A

Depiction and Description of Motor Ave. Parcel

[please see attached]

APN: 4318-033-901

ADDRESS: 3195 South Motor Ave 90064

LEGAL DESCRIPTION

Being a portion of that certain parcel of land described in a Director's Deed in the City of Los Angeles, County of Los Angeles, State of California, as per document recorded on October 10, 1967 in Book D3793, Pages 406 through 408, inclusive, of official records, in the office of the County Recorder of said county, more particularly described as follows:

BEGINNING at the intersection of the northerly line of said Director's Deed and the centerline of Motor Avenue, 20.00 feet wide, as shown on Tract Map No. 11566, as per map recorded in Book 212, Pages 47 through 49, inclusive of maps, in the office of the county recorder of said county; Thence along last said centerline, South 21° 23' 21" West, a distance of 10.01 feet; Thence leaving said centerline, South 63° 36' 57" West, a distance of 82.53 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 716.00 feet; Thence southeasterly along said curve, through a central angle of 03° 14' 53", an arc length of 40.59 feet to the beginning of a compound curve, concave southwesterly, having a radius of 684.00 feet, to which a radial line bears North 29° 37' 55" East; Thence southeasterly along said curve, through a central angle of 00° 59' 18", an arc length of 11.80 feet, to aforementioned northerly line of said Director's Deed, said point also being the beginning of a non-tangent curve, concave southwesterly, having a radius of 778.91 feet, to which a radial line bears North 28° 38' 38" East; Thence northwesterly along said northerly line, through a central angle of 10° 02' 09", an arc length of 136.43 feet to the **POINT OF BEGINNING**.

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

Containing 860 square feet, more or less.

As shown on Exhibit "B", attached hereto and made a part thereof.



A handwritten signature in blue ink, appearing to read "Magdi Soliman", written in a cursive style.

SCALE: 1" = 40'

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN A
DIRECTOR'S DEED IN THE CITY OF LOS ANGELES, COUNTY OF LOS
ANGELES, STATE OF CALIFORNIA, AS PER DOCUMENT RECORDED ON
OCTOBER 10, 1967 IN BOOK D3793, PAGES 406 THROUGH 408, INCLUSIVE, OF
OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID
COUNTY

NOTES:



AREA DEDICATED HEREON

AREA = 860 ± SQ. FT.

Magdi Soliman

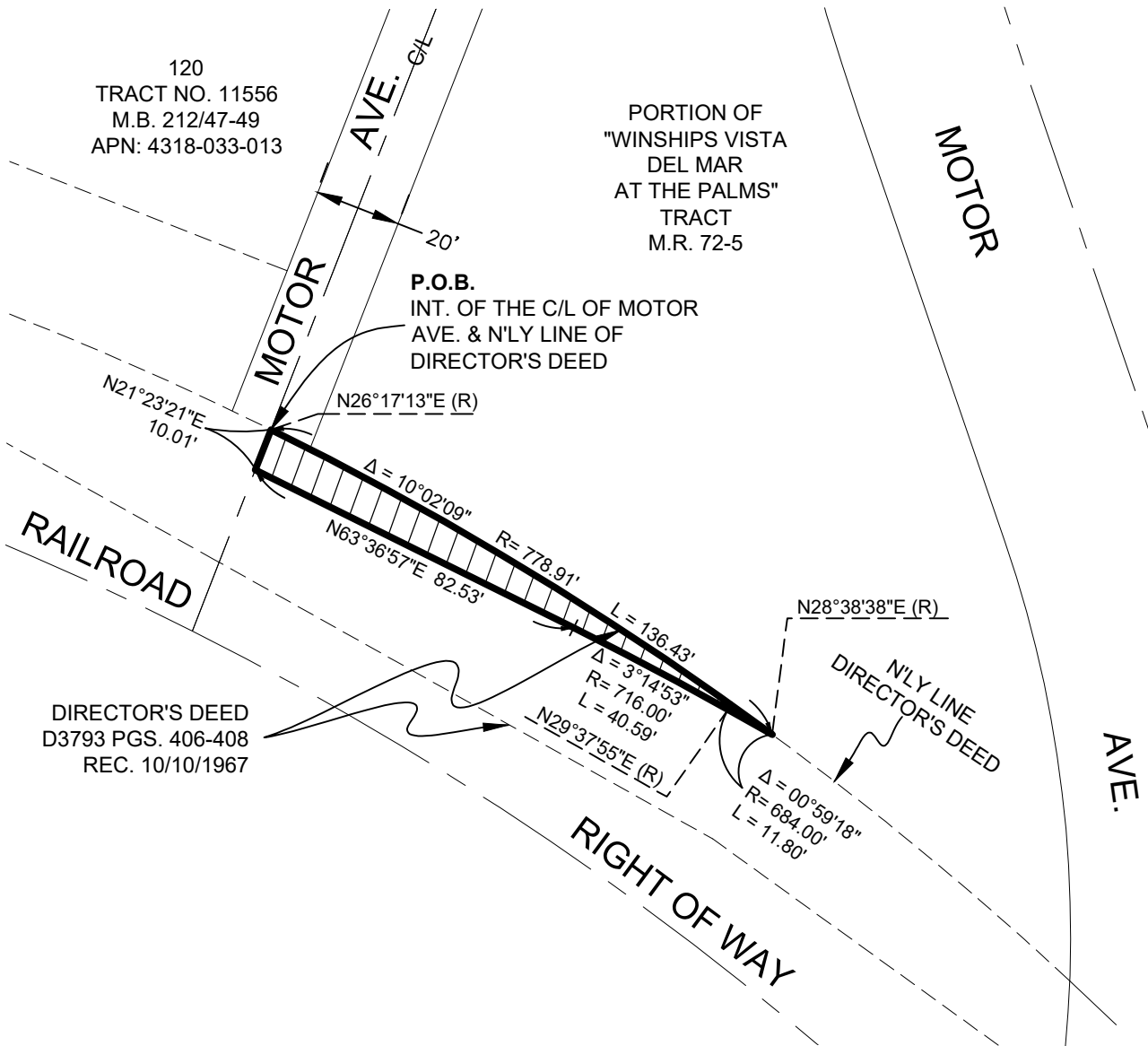
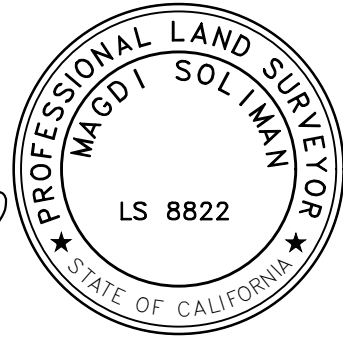


Exhibit B

Depiction and Description of Bike Path Easement

[please see attached]

APN: 4318-033-010

ADDRESS: 3185 South Motor Avenue

LEGAL DESCRIPTION

That portion of "Winships Vista Del Mar at The Palms" Tract, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded on December 20, 1898 in Book 72, Page 5 of Miscellaneous Records, in the office of the County Recorder of said county, more particularly described as follows:

BEGINNING at the intersection of the westerly right-of-way line of Motor Avenue, 80.00 feet wide, as shown on City Engineer field book 51121, Page 7, in the office of the City Engineer of said city and and the northerly line of that certain parcel of land dedicated to the City of Los Angeles by Director's Deed recorded on October 10, 1967 in Book D3793, Pages 406 through 408, inclusive, of official records, in the office of the county recorder of said county, said point being the beginning of a non-tangent curve, concave southwesterly, having a radius of 778.91' to which a radial line bears North 42° 55' 30" East; Thence northwesterly along said northerly line of said Director's Deed and along said curve through a central angle of 06° 36' 08", an arc length of 89.75 feet to the beginning of a non-tangent curve, concave northeasterly, having a radius of 684.00 feet to which a radial line bears South 28° 38' 38" West, Thence southeasterly along last mentioned curve, through a central angle of 06° 23' 57", an arc length of 76.39 feet to said westerly right-of-way line of Motor Avenue, said point also being the beginning of a non-tangent curve, concave westerly, having a radius of 282.20 feet, to which a radial line bears North 87° 10' 22" East; thence southerly along said right-of-way and last mentioned curve, through a central angel of 04° 57' 24" an arc length of 24.41 feet, to the **POINT OF BEGINNING**.

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

Containing 712 square feet, more or less.

As shown on Exhibit "B", attached hereto and made a part thereof.

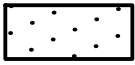


A handwritten signature in blue ink, appearing to read "Magdi Soliman", written over a light blue grid background.

SCALE: 1" = 80'

THAT PORTION OF "WINSHIPS VISTA DEL MAR AT THE PALMS" TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED ON DECEMBER 20, 1898 IN BOOK 72, PAGE 5 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

NOTES:



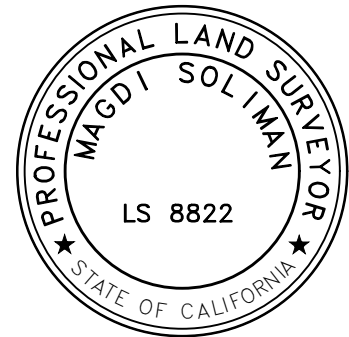
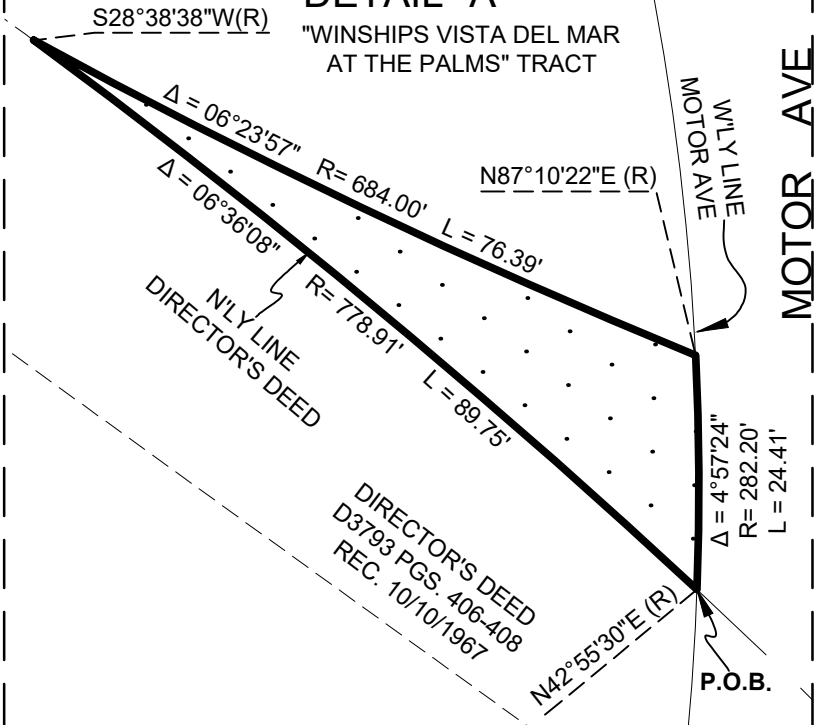
AREA DEDICATED HEREON

AREA = 712 ± SQ. FT.



SCALE: 1" = 20'

DETAIL "A"



Magdi Soliman

SEE
DETAIL "A"

P.O.B.
INT. OF THE WESTERLY
RIGHT-OF-WAY LINE OF
MOTOR AVE. & NORTHERLY
LINE OF DIRECTOR'S DEED

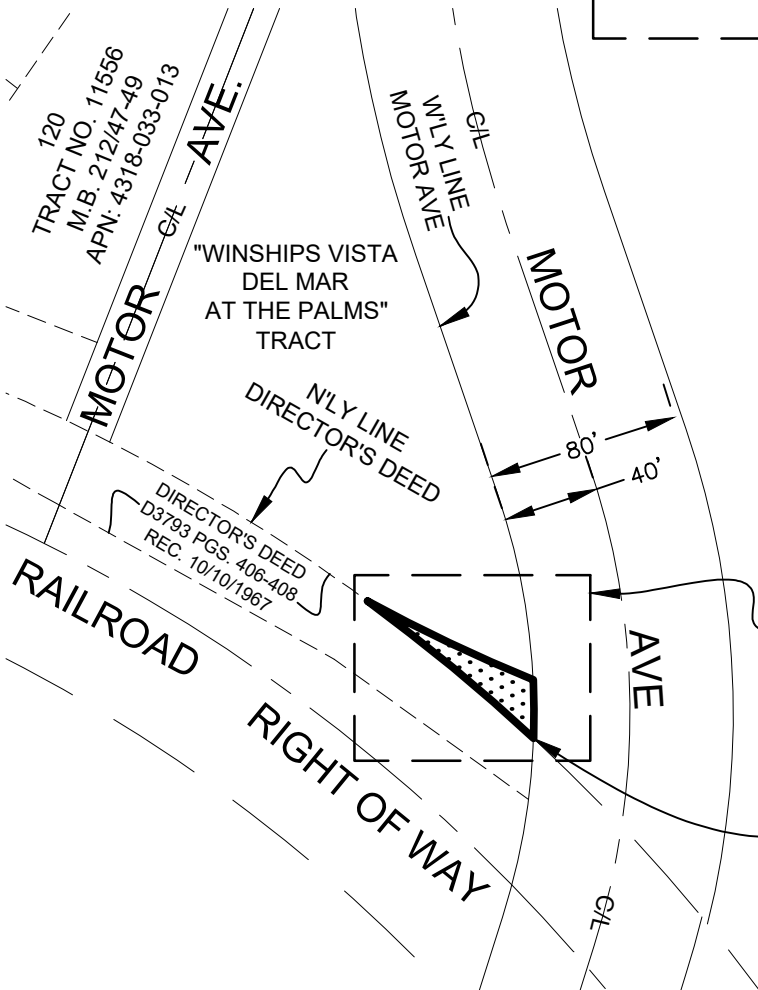


Exhibit C

Depiction and Description of Sewer Easement

[please see attached]

1 ROGER ARNEBERGH, City Attorney
 2 400 City Hall, Los Angeles
 3 MADISON 4-5211

4 By **Ext. 3566**
PEYTON H. MOORE, JR., Division Chief
 5 **Deputy City Attorney**
 6 **WILLIAM E. WOODARD,** Deputy City Attorney
 7 **Attorneys for Plaintiff,**
 8 **THE CITY OF LOS ANGELES**

Filed:.....	1961
Entered:.....	1961
J. Book.....	Page.....
Recorded.....	Page.....
Book.....	Page.....
Doc. No.....	

9 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
 10 IN AND FOR THE COUNTY OF LOS ANGELES

11 **THE CITY OF LOS ANGELES,**
 12 **a municipal corporation,**

13 **Plaintiff,**

14 **vs.**

15 **LOEW'S INCORPORATED, a**
 16 **corporation, et al.,**

17 **Defendants.**

NO. 756,249

FINAL ORDER OF CONDEMNATION

AS TO PARCELS NOS. 5-S and

5-T.

C. E.

700-118

18 **Roger Arnebergh, City Attorney, Peyton H. Moore, Jr.,**
 19 **Division Chief Deputy City Attorney, and William E. Woodard, Deputy**
 20 **City Attorney, by William E. Woodard, having made proof to the**
 21 **satisfaction of this Court that the sums of money heretofore found**
 22 **to be the total compensation proper to be paid to the defendants**
 23 **in the above-entitled action by reason of the terms of that certain**
 24 **Interlocutory Judgment of Condemnation as to Parcels Nos. 5-S and**
 25 **5-T, heretofore entered in Judgment Book 4335, at page 53, on the**
 26 **27th day of October, 1961, have been paid to said defendants, or**
 27 **into Court for their benefit;**

28 **NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED**
 29 **AND DECREED:**

That a permanent easement for public sanitary sewer purposes in, under, along, upon and across that certain real property, designated and described in Paragraph XXI of plaintiff's complaint on file herein, as Parcel No. 5-S, together with the improvements, if any, thereon pertaining to the realty, sought to be condemned herein for said public uses and purposes, located in The City of Los Angeles, County of Los Angeles, State of California, and hereinafter particularly described as follows, to wit:

PARCEL NO. 5-S:

That portion of Lot 1, Tract No. 16629, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 440, Page 21 of Maps, in the office of the County Recorder of Los Angeles County, included within a strip of land, 12 feet wide, lying 6 feet on each side of the following described center line:

Commencing at the northeasterly terminus of that certain course on the center line of Irene Street, 60 feet wide, shown on the map of said Tract No. 16629 as having a bearing of N 58° 28' 25" E and a length of 53.80 feet; thence S 58° 28' 25" W 8.02 feet; thence N 14° 30' 00" W 31.66 feet to the TRUE POINT OF BEGINNING in the southerly line of said Lot 1; thence N 14° 30' 00" W 345.41 feet. The side lines of the above described strip of land are to be prolonged or shortened so as to terminate in the southerly line of said Lot 1.

EXCEPTING therefrom that certain parcel of land shown as a sanitary sewer easement over said Lot 1, as said easement was granted and dedicated to the City of Los Angeles by map of said Tract No. 16629,

1 be and the same are hereby condemned to the use of the plaintiff,
2 THE CITY OF LOS ANGELES, a municipal corporation, and to the use
3 of the public for public sanitary sewer purposes.

4 That a temporary easement for construction purposes in,
5 under, along, upon and across that certain real property designated
6 and described in Paragraph XXI of said complaint, as Parcel No. 5-T,
7 located in The City of Los Angeles, County of Los Angeles, State of
8 California, and hereinafter particularly described as follows,
9 to wit:

10 PARCEL NO. 5-T:

11 All that portion of Lot 1, Tract No. 16629, in the
12 City of Los Angeles, County of Los Angeles, State of
13 California, as per map recorded in Book 440, Page 21 of
14 Maps, in the office of the County Recorder of Los Angeles
15 County, included within a strip of land, 35 feet wide,
16 lying easterly of and contiguous to the following described
17 line:

18 Commencing at the northeasterly terminus of that certain
19 course on the center line of Irene Street, 60 feet wide,
20 shown on the map of said Tract No. 16629 as having a bearing
21 of N58° 28' 25"E and a length of 53.80 feet; thence S58° 28'
22 25"W 8.02 feet; thence N14° 30' 00"W 31.66 feet to the TRUE
23 POINT OF BEGINNING in the southerly line of said Lot 1;
24 thence N14° 30' 00"W 345.41 feet.

25 EXCEPTING therefrom the westerly 6 feet thereof.

26 ALSO, EXCEPTING therefrom those portions included
27 within the lines of public streets.

28 ALSO, EXCEPTING therefrom that certain parcel of
29 land shown as a sanitary sewer easement over said Lot 1,
30 as said easement was granted and dedicated to the City of
31 Los Angeles by map of said Tract No. 16629.
32

1 be and the same is hereby condemned to the use of the plaintiff,
2 THE CITY OF LOS ANGELES, a municipal corporation, and to the use
3 of the public for public sanitary sewer construction purposes.

4 That said temporary easement for construction purposes
5 in, under, along, upon and across said Parcel No. 5-T, shall
6 expire 90 days after the date of acceptance by the Board of Public
7 Works of The City of Los Angeles of the completed improvements,
8 or on January 1, 1963, whichever is first.

9
10 DATED: This _____ day of Nov 3 1961, 1961.

11
12 Description Approved
13 Lyall A. Pardee, City Engineer
14 by Robert A. McRae.
15 NOV 1 1961 by *[Signature]*

16
17 *[Signature]*
18 JUDGE OF THE SUPERIOR COURT

NavigateLA Map

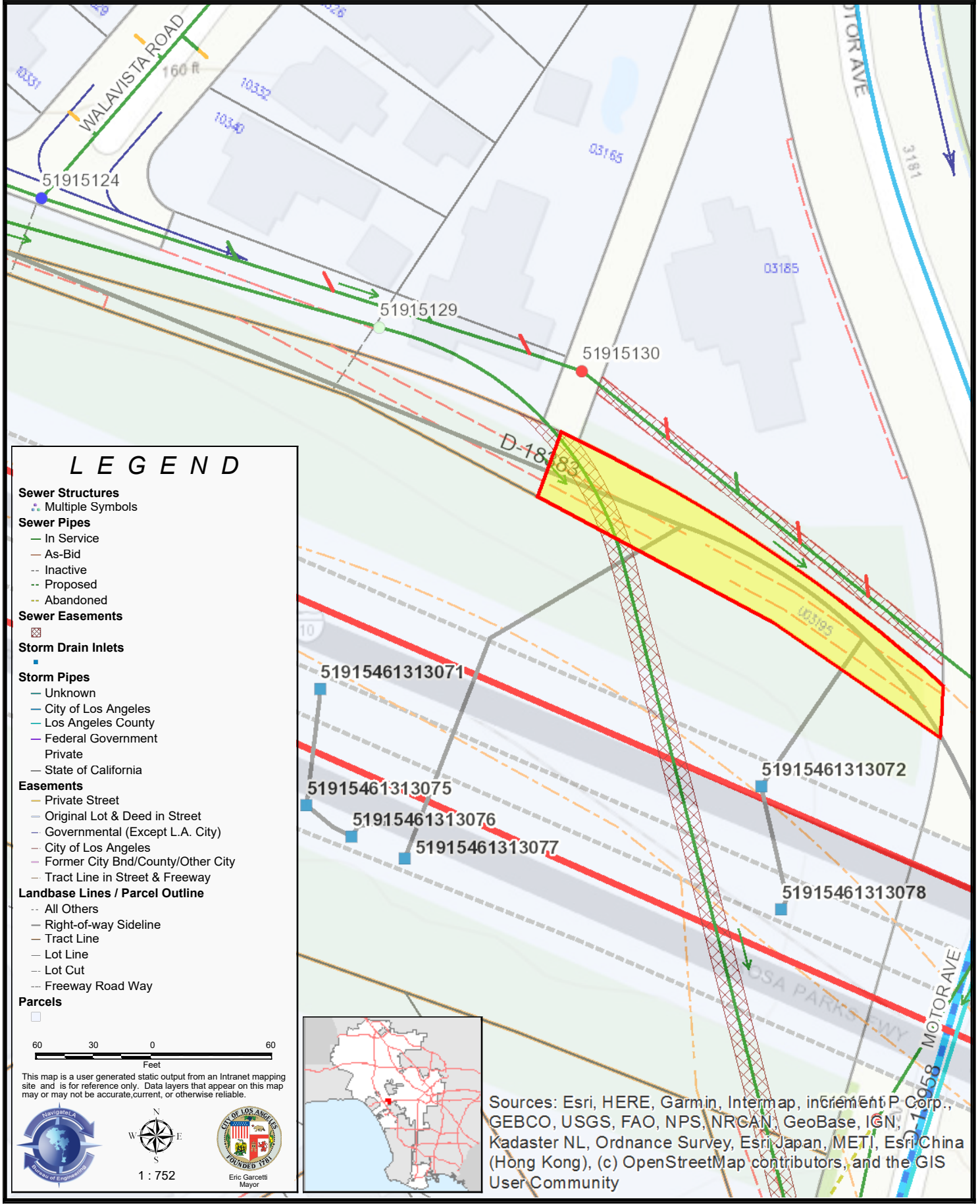


Exhibit D

Form of Quitclaim Deed
(along with attachments thereto)

[please see attached]

Recorded at the request of
THE CITY OF LOS ANGELES

When recorded mail to:

**Department of Public Works
Bureau of Engineering
Real Estate Division
1149 S. Broadway Suite 610
MAIL STOP #515
Los Angeles, CA 90015**

QUITCLAIM DEED

This document is exempt from Documentary transfer tax pursuant to **Section 11922** of the Revenue and Taxation Code and being recorded pursuant to **Section 6103** of the government code

Project: Exposition – West Bikeway – Northvale Segment Project
R/W No.: 33922- 17A
W.O. No.: E1907693
A.P.N.: A Portion of 4318-033-901 also known as 3195 South Motor Ave 90064

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

City of Los Angeles, a municipal corporation acting by and through its Department of Public Works (Grantor)

does hereby remise, release and forever quitclaim to:

Aron and Esther S Begun (Grantees),

A Portion of Assessor's Parcel Number 4318-033-901 also known as 3195 South Motor Ave 90064 more fully described herein:

SEE ATTACHED EXHIBIT “A” LEGAL DESCRIPTION AND EXHIBIT “B” MAP

IN WITNESS WHEREOF, City of Los Angeles, Municipal Corporation, by its City Council, has caused this Quitclaim Deed to be executed on its behalf, by its Mayor, and its corporate seal to be thereto affixed by its City Clerk,

This _____ day of _____, 2023

Attest:

THE CITY OF LOS ANGELES

By: _____,
Karen Bass, Mayor

_____,
By: Holly L. Wolcott, City Clerk

EXHIBIT "A"

APN: A Portion of 4318-033-901

ADDRESS: 3195 South Motor Ave 90064

LEGAL DESCRIPTION

Being a portion of that certain parcel of land described in a Director's Deed in the City of Los Angeles, County of Los Angeles, State of California, as per document recorded on October 10, 1967 in Book D3793, Pages 406 through 408, inclusive, of official records, in the office of the County Recorder of said county, more particularly described as follows:

BEGINNING at the intersection of the northerly line of said Director's Deed and the centerline of Motor Avenue, 20.00 feet wide, as shown on Tract Map No. 11566, as per map recorded in Book 212, Pages 47 through 49, inclusive of maps, in the office of the county recorder of said county; Thence along last said centerline, South 21° 23' 21" West, a distance of 10.01 feet; Thence leaving said centerline, South 63° 36' 57" West, a distance of 82.53 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 716.00 feet; Thence southeasterly along said curve, through a central angle of 03° 14' 53", an arc length of 40.59 feet to the beginning of a compound curve, concave southwesterly, having a radius of 684.00 feet, to which a radial line bears North 29° 37' 55" East; Thence southeasterly along said curve, through a central angle of 00° 59' 18", an arc length of 11.80 feet, to aforementioned northerly line of said Director's Deed, said point also being the beginning of a non-tangent curve, concave southwesterly, having a radius of 778.91 feet, to which a radial line bears North 28° 38' 38" East; Thence northwesterly along said northerly line, through a central angle of 10° 02' 09", an arc length of 136.43 feet to the **POINT OF BEGINNING**.

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

Containing 860 square feet, more or less.

As shown on Exhibit "B", attached hereto and made a part thereof.



A handwritten signature in blue ink, appearing to read "Magdi Soliman", written over a light blue circular stamp that matches the professional seal above it.

SCALE: 1" = 40'

EXHIBIT "B"

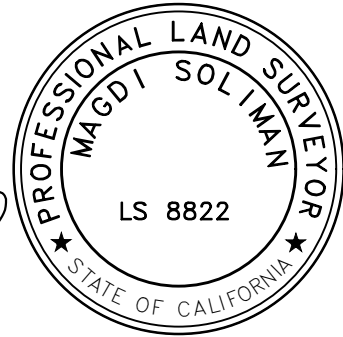
BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN A
DIRECTOR'S DEED IN THE CITY OF LOS ANGELES, COUNTY OF LOS
ANGELES, STATE OF CALIFORNIA, AS PER DOCUMENT RECORDED ON
OCTOBER 10, 1967 IN BOOK D3793, PAGES 406 THROUGH 408, INCLUSIVE, OF
OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID
COUNTY

NOTES:

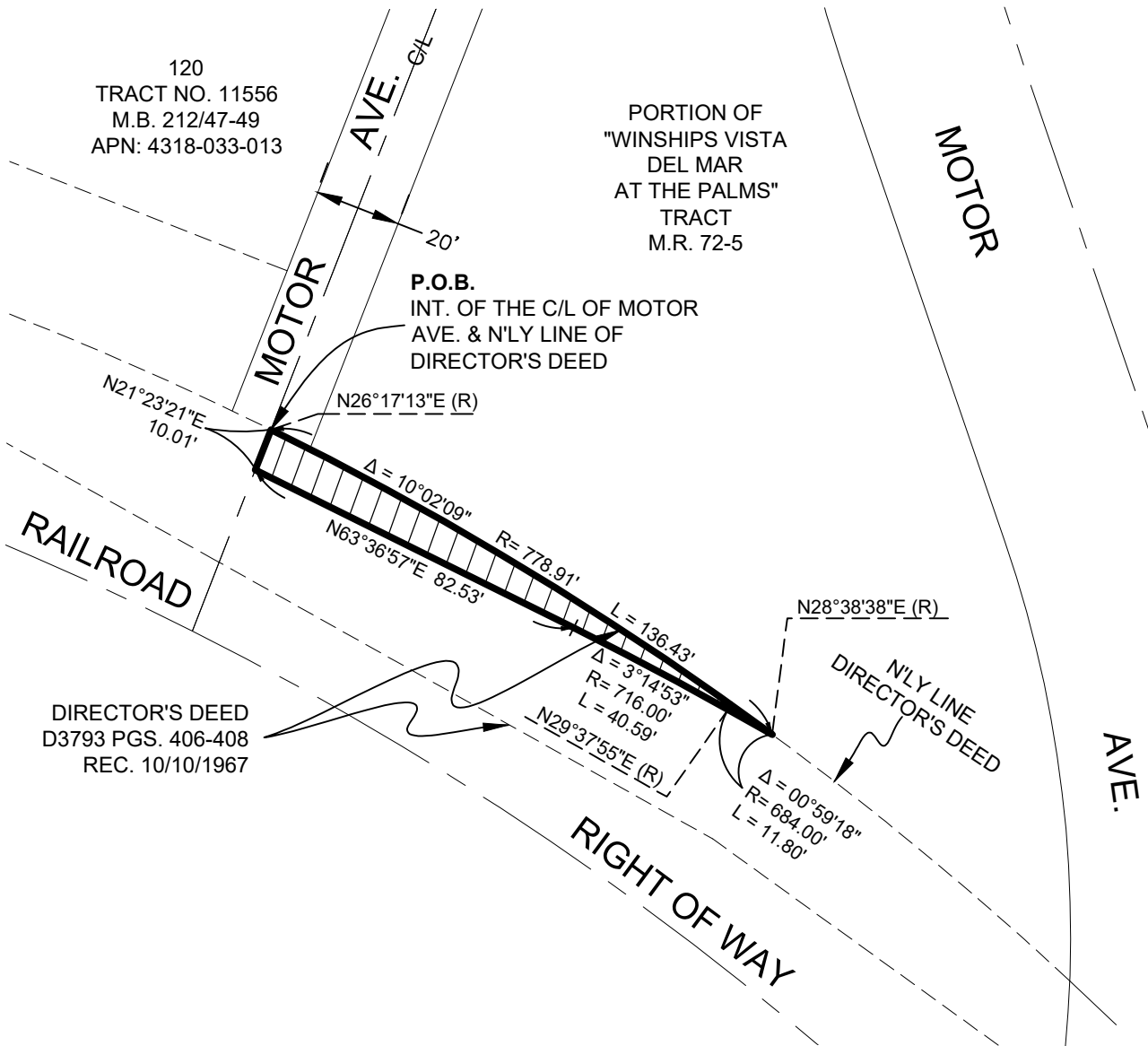


AREA DEDICATED HEREON

AREA = 860 ± SQ. FT.



Magdi Soliman



Grantor:
City of Los Angeles

Quiclaimes to

Grantee:
Aron and Esther S Begun

**Project: Exposition – West Bikeway – Northvale
Segment Project**

R/W: 33922- 17A

W.O.: E1907693

**A.P.N.: A Portion of 4318-033-901 also known
as 3195 South Motor Ave 90064**

STANDARD INSTRUMENT

CHECKED AS TO PARTIES, MARITAL STATUS, DATES,
SIGNATURES, ACKNOWLEDGMENTS AND CORPORATE SEALS

BUREAU OF ENGINEERING

Approved as to Authority

By: _____

Uriel Jimenez, Chief Real Estate Officer II

Date: _____, 2022

LEGAL DESCRIPTION

Approved as to Description

By: _____

Lee Lynch, Sr. Title Examiner

Date: _____, 2022

Hydee Feldstein Soto, City Attorney

Approved as to Form

By: _____

(Print name and Title)

Date: _____, 2022

Exhibit E

Form of Easement Deed
(along with attachments thereto)

[please see attached]

Recorded at the request of

THE CITY OF LOS ANGELES

When recorded mail to:

Real Estate Division

Bureau of Engineering

1149 S. Broadway Suite 610

Los Angeles, CA 90015

GRANTEE

CITY OF LOS ANGELES

This document is exempt from Documentary
transfer tax pursuant to **Section 11922** of the
Revenue and Taxation Code and being recorded
pursuant to **Section 6103** of the government code

BIKE PATH EASEMENT DEED

Exposition – West Bikeway – Northvale Segment Project

Right-of Way (R/W) No.: 33922- 17A

Work Order (W.O.) No.: E1907693

Assessor Parcel No. (A.P.N.): A Portion of 4318-033-010

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

Aron Begun and Esther Sara Begun, husband and wife, as joint tenants (Grantors)

hereby grant to the **City of Los Angeles**, a municipal corporation, (**Grantee**), a permanent easement and right of way for a permanent and non-exclusive bike path easement for access and recreational use by the public and all other uses associated with the Exposition-West Bikeway-Northvale Segment Project, including but not limited to, the right to install, maintain, repair, reconstruct, replace and upgrade any and all appurtenances and related structures associated with said project, located in, over and upon and across real property in the City of Los Angeles, County of Los Angeles, State of California, as described upon EXHIBIT “A” and depicted in EXHIBIT “B”, attached hereto and made a part thereof.

Aron Begun

Esther S. Begun

Signature

Signature

Print Name

Print Name

Date

Date

Aron and Esther S Begun

GRANT TO

The City of Los Angeles

Bike Path Easement Deed

**Exposition – West - Bikeway Northvale Segment
Project**

R/W No.: 33922- 17A

W.O. No.: E1907693

A.P.N.: A Portion of 4318-033-010

Cadastral Map 123B161

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed or grant to the City of Los Angeles, a municipal corporation, is hereby accepted under the authority of the City Council of The City of Los Angeles, pursuant to Ordinance No. **123655** approved January 23, 1963 as well as Ordinance No. **175978** effective July 3, 2004, and the grantee consents to the recordation thereof by its duly authorized officer.

By: _____

Date: _____

STANDARD INSTRUMENT

CHECKED AS TO PARTIES, MARITAL STATUS, DATES,
SIGNATURES, ACKNOWLEDGMENTS AND CORPORATE
SEALS

BUREAU OF ENGINEERING

By: _____

Lee Lynch, Senior Title Examiner

Approved as to Authority... _____, 20__

BUREAU OF ENGINEERING

By: _____

Uriel Jimenez, Chief Real Estate Officer II

Approved as to Legal Description... _____, 20__

BUREAU OF ENGINEERING

By: _____

Lee Lynch, Senior Title Examiner

Approved as to Form ... _____, 20__

Hydee Feldstein Soto, City Attorney

By: _____

REPORT NO. _____

**DRAFT ORDINANCE FOR THE SALE OF CITY OWNED PROPERTY AT 3195 S.
MOTOR AVENUE, LOS ANGELES, CA 90064 FOR THE EXPOSITION WEST
BIKEWAY- NORTHVALE SEGMENT PROJECT**

**W/O No. _____
R/W MAP No. _____
(COUNCIL DISTRICT __)**

NOTICE AND OPPORTUNITY TO BE HEARD REQUIRED

The Honorable City Council
of the City of Los Angeles
Room 395 City Hall
200 North Spring Street
Los Angeles, California 90012

Council File No. _____

Honorable Members:

Pursuant to a request from the Bureau of Engineering (BOE), this Office has prepared and now transmits, approved as to form and legality, for your consideration the enclosed draft ordinance, authorizing the exchange of a portion of City-owned real property located at 3195 S. Motor Avenue, which is also described in Exhibit A (Transmittal No. 1) and depicted in Exhibits B (Transmittal No. 2), to Aron and Ester Begun, the adjacent property owners, for their privately-owned property necessary for construction of the Exposition West Bikeway – Northvale Segment Project (Project).

Background

The Exposition West Bikeway Northvale Segment Project will construct two segments of bike facilities: a 0.28-mile bike path just north of the I-10 freeway from Motor Avenue to 500 feet east of Dunleer Drive and a bike lane from Dunleer Drive to Overland

Avenue. The Project is part of an overall effort to construct a continuous bike-way path from Exposition Park to Santa Monica Beach. The Project also includes lighting, signage, striping, landscaping, grading, retaining walls, a bulkhead wall, wrought iron fencing, and a traffic signal at Motor Avenue, southeast of Walavista Road.

Property Description and Sales Information

The Property is a remnant portion of 3195 S. Motor Avenue located in Council District 5 and part of a larger parcel that was recently transferred from the Department of General Services to the Department of Transportation on November 27, 2019 (C.F. 09-1295-S6) for the purpose of constructing the bike path. The approximately 860 square foot parcel will extend the adjacent owner's existing property line to abut the Project's northern boundary.

BOE will acquire a 712 square feet portion of property from the owners of 3185 S. Motor Avenue. This acquisition parcel will be used to construct the entrance of the bike path from Motor Avenue (Easement). BOE agreed to transfer the 860 square feet of City-owned property from the parcel addressed 3195 S. Motor Avenue as part of the negotiation to acquire the Easement needed to complete the Project.

On August 17, 2022 the City Council adopted the subject properties as "exempt surplus land" per AB 1486 (Council File No. 09-1295-S7). On September 2, 2022 the California Department of Housing and Community Development (HCD) concurred with the City's findings.

The City of Los Angeles reserves all oil, gas, water, and mineral rights now vested in the City of Los Angeles without, however, the right to surface for the extraction of said oil, gas, water, or minerals.

The Property sale is subject to covenants, conditions, restrictions, reservations, easements, encroachments, rights, and rights-of-way of record or which are apparent from a visual inspection of the real properties and excepting and reserving to the City of Los Angeles any interest in the fee to the adjacent streets which would otherwise pass with the conveyance of the above described parcels of land.

Council Rule 38 Referral

A copy of the draft ordinance was sent, pursuant to Council Rule 38, to the Office of the Legislative Analyst, the Office of the City Administrative Officer and the Bureau of Contract Administration, with a request that they direct all comments to the City Council when this matter is considered.

California Environmental Quality Act (CEQA)

The City Council previously approved the Project under Council File 09-0099-S1. Staff subsequently filed a Notice of Exemption for the project on February 10, 2010. Adoption of the proposed ordinance constitutes implementation of a previously approved project. Thus, no further environmental analysis is required.

If you have any questions regarding the ordinance, please contact Assistant City Attorney Tim McWilliams at (213) 978-8209. He or another member of this office will be present when you consider this matter to answer questions you may have.

Very truly yours,

Hydee Feldstein Soto , City Attorney

By

Lindsey Zwicker
Deputy City Attorney

TM:LZ
Transmittals

ORDINANCE NO. _____

An ordinance authorizing the exchange of an approximate 860-square-foot parcel of City-owned real property, which is no longer required for use by the City, and the public interest or necessity requires the sale thereof without the necessity of calling to bids, to Aron and Ester S. Begun, a married couple, for their privately-owned property.

**THE PEOPLE OF THE CITY OF LOS ANGELES
DO ORDAIN AS FOLLOWS:**

Section 1. The Council of the City of Los Angeles hereby determines that:

- a. Certain real property owned by the City, and located at the address and/or location set forth hereinafter (the "Motor Ave. Property"), is no longer required for the use of the City and that the public interest and necessity require the sale. It is hereby set forth and without notice of sale or advertisement for bids to Aron and Ester S. Begun (the "Beguns"), in accordance with the provisions of Section 385 of the City Charter and Division 7, Chapter 1, Article 4 of the Los Angeles Administrative Code.

Location:

A portion of 3195 S. Motor Avenue, APN 4318-033-901

Legal Description:

Refer to Exhibit "A" attached hereto and by this reference incorporated herein.

EXCEPTING AND RESERVING unto the City of Los Angeles all oil, gas, water and mineral rights in the City Properties now vested in the City of Los Angeles without, however, the right to surface for the extraction of such oil, gas, water and minerals.

SUBJECT TO all covenants, conditions, restrictions, reservations, easements, encroachments, rights and rights-of-way of record or which are apparent from a visual inspection of the City Properties and excepting and reserving to the City of Los Angeles any interest in fee to the adjacent streets which would otherwise pass with the conveyance of the above described parcels of land.

AND ALSO SUBJECT to sale, in "As Is and with faults" condition, the purchasers purchasing the City-owned property, by such act, expressly agreeing to purchase the property in an "As Is and with all faults" condition and without any warranty as to fitness for use, fitness for a particular use or development, or condition of the property, and that the City of Los Angeles has no obligation to improve or correct any condition of the property, whether known or unknown before or after the date

of sale, including without limitations the condition of the property as its potential use or future development.

- b. The public interest and necessity require the private exchange of the Motor Ave. Property with property owned by the Beguns, consisting of a bike path easement (the "Bike Path Easement") on, over, across, and under a portion of the Property more particularly described and depicted in Exhibit "B" for the City's Exposition Project (the "Project"). The Project will construct two segments of bike facilities: a 0.28-mile bike path just north of the I-10 freeway from Motor Avenue to 500 feet east of Dunleer Drive and a bike lane from Dunleer Drive to Overland Avenue. The Project is part of an overall effort to construct a continuous bike-way path from Exposition Park to Santa Monica Beach. The Project also includes lighting, signage, striping, landscaping, grading, retaining wall, bulkhead wall, wrought iron fence, and a traffic signal at Motor Avenue, southeast of Walavista Road.

Section 2. The Mayor of the City of Los Angeles in the name of and on behalf of said City is hereby authorized to execute the deeds, contract, and any other instrument necessary to effect the exchange of the Motor Ave. Property with the Bike Path Easement upon the terms and conditions herein and under the Real Property Exchange Agreement. The City Clerk is hereby authorized to attest thereto and to affix the City Seal.

Section 3. The Department of Public Works (DPW), Bureau of Engineering, is hereby authorized and directed to execute a Real Property Exchange Agreement, deliver deeds, and process and execute all necessary documents to effectuate this transaction.

EXHIBIT A

APN: 4318-033-901

ADDRESS: 3195 South Motor Ave 90064

LEGAL DESCRIPTION

Being a portion of that certain parcel of land described in a Director's Deed in the City of Los Angeles, County of Los Angeles, State of California, as per document recorded on October 10, 1967 in Book D3793, Pages 406 through 408, inclusive, of official records, in the office of the County Recorder of said county, more particularly described as follows:

BEGINNING at the intersection of the northerly line of said Director's Deed and the centerline of Motor Avenue, 20.00 feet wide, as shown on Tract Map No. 11566, as per map recorded in Book 212, Pages 47 through 49, inclusive of maps, in the office of the county recorder of said county; Thence along last said centerline, South $21^{\circ} 23' 21''$ West, a distance of 10.01 feet; Thence leaving said centerline, South $63^{\circ} 36' 57''$ West, a distance of 82.53 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 716.00 feet; Thence southeasterly along said curve, through a central angle of $03^{\circ} 14' 53''$, an arc length of 40.59 feet to the beginning of a compound curve, concave southwesterly, having a radius of 684.00 feet, to which a radial line bears North $29^{\circ} 37' 55''$ East; Thence southeasterly along said curve, through a central angle of $00^{\circ} 59' 18''$, an arc length of 11.80 feet, to aforementioned northerly line of said Director's Deed, said point also being the beginning of a non-tangent curve, concave southwesterly, having a radius of 778.91 feet, to which a radial line bears North $28^{\circ} 38' 38''$ East; Thence northwesterly along said northerly line, through a central angle of $10^{\circ} 02' 09''$, an arc length of 136.43 feet to the **POINT OF BEGINNING**.

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

Containing 860 square feet, more or less.

As shown on Exhibit "B", attached hereto and made a part thereof.



A handwritten signature in blue ink, appearing to read "Magdi Soliman", written over a faint circular stamp.

SCALE: 1" = 40'

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN A
DIRECTOR'S DEED IN THE CITY OF LOS ANGELES, COUNTY OF LOS
ANGELES, STATE OF CALIFORNIA, AS PER DOCUMENT RECORDED ON
OCTOBER 10, 1967 IN BOOK D3793, PAGES 406 THROUGH 408, INCLUSIVE, OF
OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID
COUNTY

NOTES:



AREA DEDICATED HEREON

AREA = 860 ± SQ. FT.



Magdi Soliman

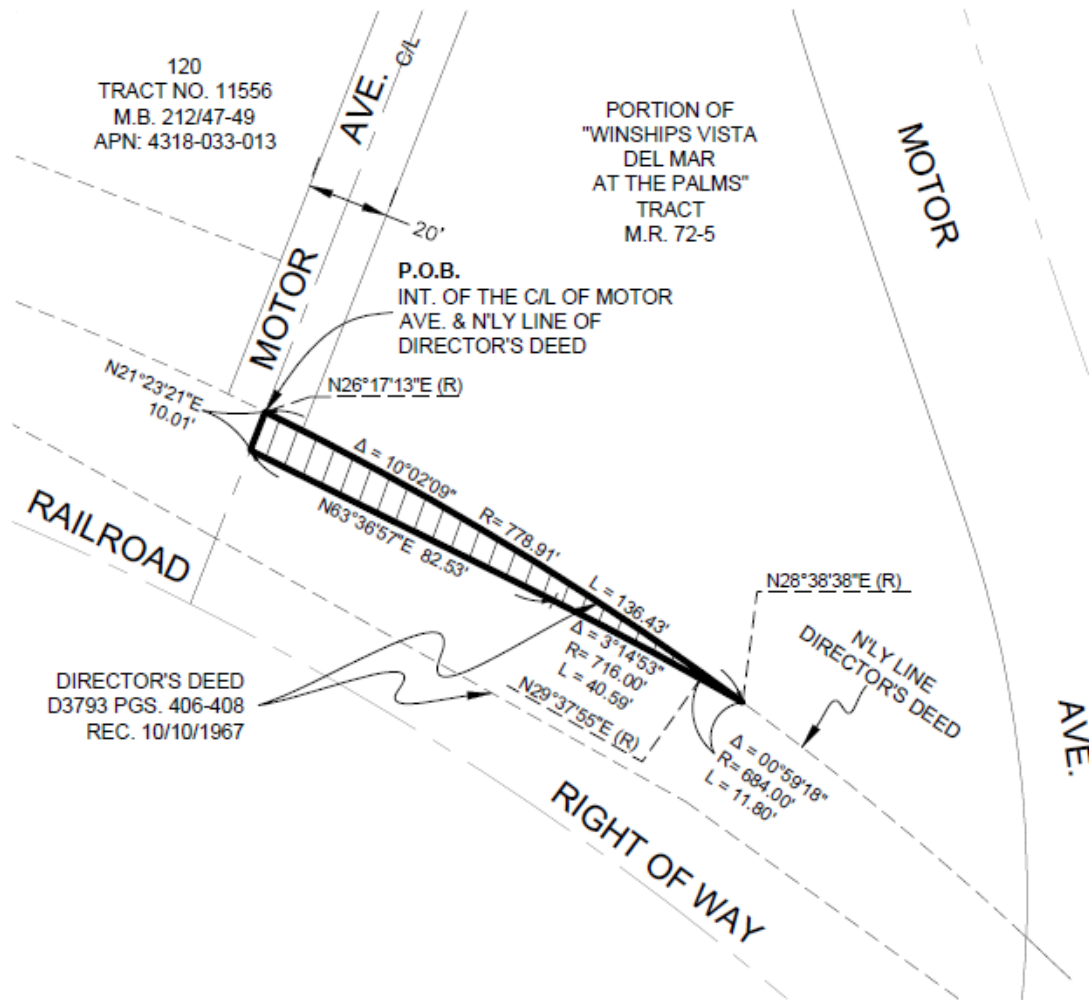


EXHIBIT B

APN: 4318-033-010

ADDRESS: 3185 South Motor Avenue

LEGAL DESCRIPTION

That portion of "Winships Vista Del Mar at The Palms" Tract, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded on December 20, 1898 in Book 72, Page 5 of Miscellaneous Records, in the office of the County Recorder of said county, more particularly described as follows:

BEGINNING at the intersection of the westerly right-of-way line of Motor Avenue, 80.00 feet wide, as shown on City Engineer field book 51121, Page 7, in the office of the City Engineer of said city and the northerly line of that certain parcel of land dedicated to the City of Los Angeles by Director's Deed recorded on October 10, 1967 in Book D3793, Pages 406 through 408, inclusive, of official records, in the office of the county recorder of said county, said point being the beginning of a non-tangent curve, concave southwesterly, having a radius of 778.91' to which a radial line bears North 42° 55' 30" East; Thence northwesterly along said northerly line of said Director's Deed and along said curve through a central angle of 06° 36' 08", an arc length of 89.75 feet to the beginning of a non-tangent curve, concave northeasterly, having a radius of 684.00 feet to which a radial line bears South 28° 38' 38" West, Thence southeasterly along last mentioned curve, through a central angle of 06° 23' 57", an arc length of 76.39 feet to said westerly right-of-way line of Motor Avenue, said point also being the beginning of a non-tangent curve, concave westerly, having a radius of 282.20 feet, to which a radial line bears North 87° 10' 22" East; thence southerly along said right-of-way and last mentioned curve, through a central angel of 04° 57' 24" an arc length of 24.41 feet, to the **POINT OF BEGINNING**.

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

Containing 712 square feet, more or less.

As shown on Exhibit "B", attached hereto and made a part thereof.



A handwritten signature in blue ink, appearing to read "Magdi Soliman", written over a light blue circular stamp that matches the professional seal above it.

SCALE: 1" = 80'

THAT PORTION OF "WINSHIPS VISTA DEL MAR AT THE PALMS" TRACT, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED ON DECEMBER 20, 1898 IN BOOK 72, PAGE 5 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

NOTES:



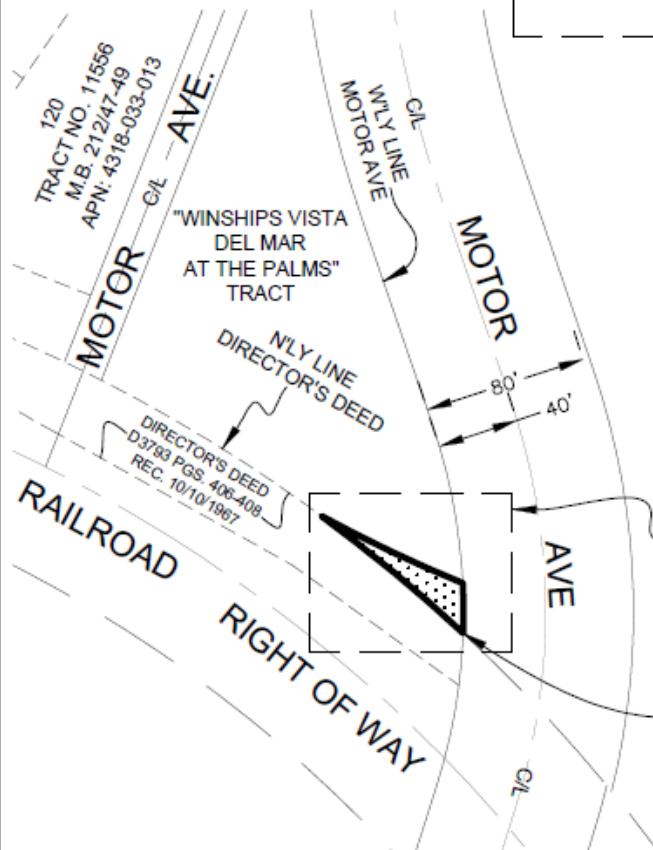
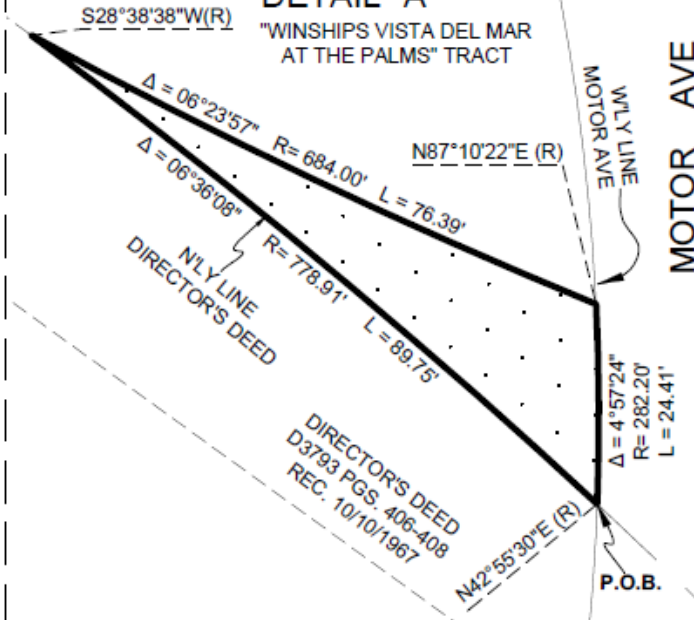
AREA DEDICATED HEREON

AREA = 712 ± SQ. FT.



SCALE: 1" = 20'

DETAIL "A"



Magdi Soliman

SEE
DETAIL "A"

P.O.B.
INT. OF THE WESTERLY
RIGHT-OF-WAY LINE OF
MOTOR AVE. & NORTHERLY
LINE OF DIRECTOR'S DEED

Section 4. The City Clerk shall certify to the passage of this ordinance and pursuant to Charter Section 252(j), it shall be effective immediately upon publication, according to Council policy, either in a daily newspaper circulated in the City or by posting for ten days in three public places in the City: one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall; one copy on the bulletin board located at the Main Street entrance to the Los Angeles City Hall East; and one copy on the bulletin board located at the Temple Street entrance to the Los Angeles County Hall of Records.

Approved as to Form and Legality:

HYDEE FELDSTEIN SOTO, City Attorney

By: _____
Lindsey Zwicker
Deputy City Attorney

Date: _____

File No. _____ 09-1295-S6 _____

The Clerk of the City of Los Angeles hereby certifies that the foregoing ordinance was passed by the Council of the City of Los Angeles.

CITY CLERK

MAYOR

Ordinance Passed _____

Approved _____

HOLLY L. WOLCOTT
CITY CLERK

PETTY F. SANTOS
EXECUTIVE OFFICER

City of Los Angeles
CALIFORNIA



ERIC GARCETTI
MAYOR

OFFICE OF THE
CITY CLERK

Council and Public Services Division

200 N. SPRING STREET, ROOM 395
LOS ANGELES, CA 90012
GENERAL INFORMATION - (213) 978-1133
FAX: (213)978-1040

PATRICE Y. LATTIMORE
DIVISION MANAGER

CLERK.LACITY.ORG

OFFICIAL ACTION OF THE LOS ANGELES CITY COUNCIL

Council File No.: 09-1295-S7
Council Meeting Date: August 17, 2022
Agenda Item No.: 4
Agenda Description: INFORMATION, TECHNOLOGY, AND GENERAL SERVICES COMMITTEE REPORT relative declaring City-owned property located at 3195 South Motor Avenue as "exempt surplus land" in compliance with State law.
Council Action: INFORMATION, TECHNOLOGY, AND GENERAL SERVICES COMMITTEE REPORT - ADOPTED

Council Vote:

YES	Blumenfield	YES	Bonin	ABSENT	Buscaino
ABSENT	Cedillo	YES	de León	YES	Harris-Dawson
ABSENT	Koretz	YES	Krekorian	YES	Lee
YES	Martinez	YES	O'Farrell	YES	Price
YES	Raman	YES	Rodriguez		

HOLLY L. WOLCOTT
CITY CLERK

Adopted Report(s) Title
Report from Information, Technology, and General Services Committee_8-4-22

Transmittal No 3

INFORMATION, TECHNOLOGY, AND GENERAL SERVICES COMMITTEE REPORT relative declaring City-owned property located at 3195 South Motor Avenue as "exempt surplus land" in compliance with State law.

Recommendations for Council action:

1. DECLARE the property owned by the City, currently an undeveloped parcel located at 3195 South Motor Avenue (City Property), which is further described in Exhibit A (Transmittal No. 1 of the revised Bureau of Engineering (BOE) report dated, August 1, 2022, attached to the Council file), as "exempt surplus land" in order to satisfy certain relevant requirements of the new State law promulgated through Assembly Bill (AB) 1486.
2. REQUEST the City Attorney to prepare the ordinance to effectuate the City's conveyance of a portion of the parcel to the adjacent property owners of 3185 South Motor Avenue, Aron and Ester S. Begun (Property Owners).
3. AUTHORIZE the City Engineer, or designee, to execute all necessary documents to effectuate the transfer of this property.

Fiscal Impact Statement: The MFC reports that there is no negative fiscal impact. The said revised BOE report only seeks Council approval to declare the Parcel as exempt surplus land. Upon Council approval and California Department of Housing and Community Development concurrence, the City will convey the City Property to the Property Owners as part of consideration for the acquisition of 712 square foot parcel owned by the Property Owners needed for the Project.

Community Impact Statement: None submitted

SUMMARY

At the meeting held on August 4, 2022, your Information, Technology, and General Services Committee considered a revised BOE report relative to declaring City-owned property located at 3195 South Motor Avenue as "Exempt Surplus Land" in compliance with State law.

After an opportunity for public comment was held, the Committee moved to approve the BOE recommendations, as detailed above. This matter is now forwarded to the Council for its consideration.

Respectfully Submitted,

INFORMATION, TECHNOLOGY, AND GENERAL SERVICES COMMITTEE



MEMBER	VOTE
RAMAN	YES
BLUMENFIELD	YES
PRICE	YES

ME 8/4/22

-NOT OFFICIAL UNTIL COUNCIL ACTS-

**BOARD OF PUBLIC WORKS
MEMBERS**

AURA GARCIA
PRESIDENT

M. TERESA VILLEGAS
VICE PRESIDENT

DR. MICHAEL R. DAVIS
PRESIDENT PRO TEMPORE

VAHID KHORSAND
COMMISSIONER

SUSANA REYES
COMMISSIONER

DR. FERNANDO CAMPOS
EXECUTIVE OFFICER

CITY OF LOS ANGELES

CALIFORNIA



ERIC GARCETTI
MAYOR

**DEPARTMENT OF
PUBLIC WORKS**

**BUREAU OF
ENGINEERING**

GARY LEE MOORE, PE, ENV SP
CITY ENGINEER

1149 S. BROADWAY, SUITE 700
LOS ANGELES, CA 90015-2213

<http://eng.lacity.org>

REVISED

August 1, 2022

Honorable Council Members
Los Angeles City Council

c/o Holly L. Wolcott
Office of the City Clerk
City Hall, Room 395

COUNCIL FILE 09-1295-S7 REQUEST FOR "EXEMPT SURPLUS LAND" DECLARATION OF PROPERTY OWNED BY THE CITY OF LOS ANGELES LOCATED AT 3195 S. MOTOR AVENUE IN COMPLIANCE WITH STATE LAW

Dear Honorable Council Members:

RECOMMENDATIONS

1. DECLARE the property owned by the City of Los Angeles (City), currently an undeveloped parcel located at 3195 S. Motor Avenue (City Property), which is further described in Exhibit A (Transmittal No. 1), as "exempt surplus land" in order to satisfy certain relevant requirements of the new State law promulgated through Assembly Bill (AB) 1486.
2. REQUEST the Office of the City Attorney to prepare the ordinance to effectuate the City's conveyance of a portion of the parcel to the adjacent property owners of 3185 S. Motor Avenue, Aron and Ester S. Begun (Property Owners).
3. AUTHORIZE the City Engineer or designee to execute all necessary documents to effectuate the transfer of this property.

BACKGROUND AND DISCUSSION

After the Exposition Light Rail Line Phase II project was completed, the City Council adopted a motion from Councilmember Koretz of Council District 5 (C.F. 09-1295-S5) to construct a bikeway segment between Overland Avenue and Motor Avenue called the "Expo Bike Path Northvale Gap Closure Project," also known as the "Exposition West Bikeway Northvale Segment Project" (Project).

Initially, the Exposition Light Rail Line Phase II project included an adjacent bikeway from Downtown Los Angeles to Santa Monica. Many of the western portions of the bikeway have been completed; however, a significant gap in the bikeway between Overland Avenue and Motor Avenue remains to be constructed. Temporary sharrows were installed on the streets through this segment, but a permanent bike path is necessary to fulfill the promise of a backbone bicycle pathway.

The Los Angeles Department of Transportation (LADOT) has been authorized to receive the \$4.2 million refund from the Exposition Metro Line Construction Authority and appropriate the money to the Project to complete the design and construction of the bikeway segment between Overland Avenue and Motor Avenue.

The Bureau of Engineering (BOE) is completing the right-of-way acquisition phase of the Project. As part of the negotiation for one of the permanent bike path easements required for the Project, the Property Owners requested that the City convey to them an uneconomic remnant City parcel, which measures approximately 860 square feet. Additionally, the City will pay a negotiated amount for the purchase of approximately 712 square feet of land from the Property Owners. The BOE has determined that the remnant City Property has no utility to the City and agreed to convey the land as part of the transaction.

The City Property is located in Council District 5 and is part of a larger parcel that was recently transferred from the Department of General Services to the Department of Transportation on November 27, 2019 (C.F. 09-1295-S6) for the purpose of constructing the bike path.

To process the transfer of the City Property, the Council must first declare it as “exempt surplus land” per AB 1486. On January 1, 2020, AB 1486 took effect and amended the process for disposing of surplus land. Among other changes, AB 1486 requires that *“land shall be declared either ‘surplus land’ or ‘exempt surplus land,’ as supported by written findings, before a local agency may take any action to dispose of it consistent with an agency’s policies or procedures.”*

Based on Government Code, Section 54221(f)(1)(B), “exempt surplus land” means *“Surplus land that is (i) less than 5,000 square feet in area, (ii) less than the minimum legal residential building lot size for the jurisdiction in which the parcel is located, or 5,000 square feet in area, whichever is less, or (iii) has no record access and is less than 10,000 square feet in area; and is not contiguous to land owned by a state or local agency that is used for open-space or low- and moderate income housing purposes. If the surplus land is not sold to an owner of contiguous land, it is not considered exempt surplus land and is subject to this article.”*

Upon approval by the Council, the BOE will submit the request to the California Department of Housing and Community Development (HCD) to get concurrence with the City’s findings. Once the BOE receives concurrence from HCD, the BOE and the City Attorney’s Office will move forward with the sale and transfer of the property to the Property Owners.

FINDINGS

The City of Los Angeles finds that the City Property is not needed for any City purpose. Furthermore, the City Property meets the criteria for “exempt surplus land” based on California Government Code, Section 54221(f)(1)(B) because the City Property is approximately 860 square feet, not contiguous to land owned by a state or local agency that is used for open-space or low- and moderate income housing purposes, and is to be sold to Aron and Ester Begun, owners of contiguous property located at 3185 S. Motor Avenue, Los Angeles, CA 90064.

FISCAL IMPACT

There is no negative fiscal impact. This report only seeks the Council’s approval to declare the Parcel as exempt surplus land. Upon the Council’s approval and HCD’s concurrence, the City will convey the City Property to the Property Owners as part of consideration for the acquisition of 712 square foot parcel owned by the Property Owners needed for the Project.

If you have any questions concerning this matter, please contact BOE Deputy City Engineer, Jose Fuentes, at jose.fuentes@lacity.org.

Sincerely,

Gary Lee Moore, PE, ENV SP
City Engineer

GLM/JF/UJ

cc: Jennifer McDowell, Office of the Mayor
Aura Garcia, President, Board of Public Works
Teresa Villegas, Vice President, Board of Public Works

Attachment: Transmittal No. 1

EXHIBIT "A"

APN: 4318-033-901

ADDRESS: 3195 South Motor Ave 90064

LEGAL DESCRIPTION

Being a portion of that certain parcel of land described in a Director's Deed in the City of Los Angeles, County of Los Angeles, State of California, as per document recorded on October 10, 1967 in Book D3793, Pages 406 through 408, inclusive, of official records, in the office of the County Recorder of said county, more particularly described as follows:

BEGINNING at the intersection of the northerly line of said Director's Deed and the centerline of Motor Avenue, 20.00 feet wide, as shown on Tract Map No. 11566, as per map recorded in Book 212, Pages 47 through 49, inclusive of maps, in the office of the county recorder of said county; Thence along last said centerline, South 21° 23' 21" West, a distance of 10.01 feet; Thence leaving said centerline, South 63° 36' 57" West, a distance of 82.53 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 716.00 feet; Thence southeasterly along said curve, through a central angle of 03° 14' 53", an arc length of 40.59 feet to the beginning of a compound curve, concave southwesterly, having a radius of 684.00 feet, to which a radial line bears North 29° 37' 55" East; Thence southeasterly along said curve, through a central angle of 00° 59' 18", an arc length of 11.80 feet, to aforementioned northerly line of said Director's Deed, said point also being the beginning of a non-tangent curve, concave southwesterly, having a radius of 778.91 feet, to which a radial line bears North 28° 38' 38" East; Thence northwesterly along said northerly line, through a central angle of 10° 02' 09", an arc length of 136.43 feet to the **POINT OF BEGINNING**.

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

Containing 860 square feet, more or less.

As shown on Exhibit "B", attached hereto and made a part thereof.



A handwritten signature in cursive script, appearing to read "Magdi Soliman", written in dark ink.

SCALE: 1" = 40'

EXHIBIT "B"

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN A
DIRECTOR'S DEED IN THE CITY OF LOS ANGELES, COUNTY OF LOS
ANGELES, STATE OF CALIFORNIA, AS PER DOCUMENT RECORDED ON
OCTOBER 10, 1967 IN BOOK D3793, PAGES 406 THROUGH 408, INCLUSIVE, OF
OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID
COUNTY

NOTES:

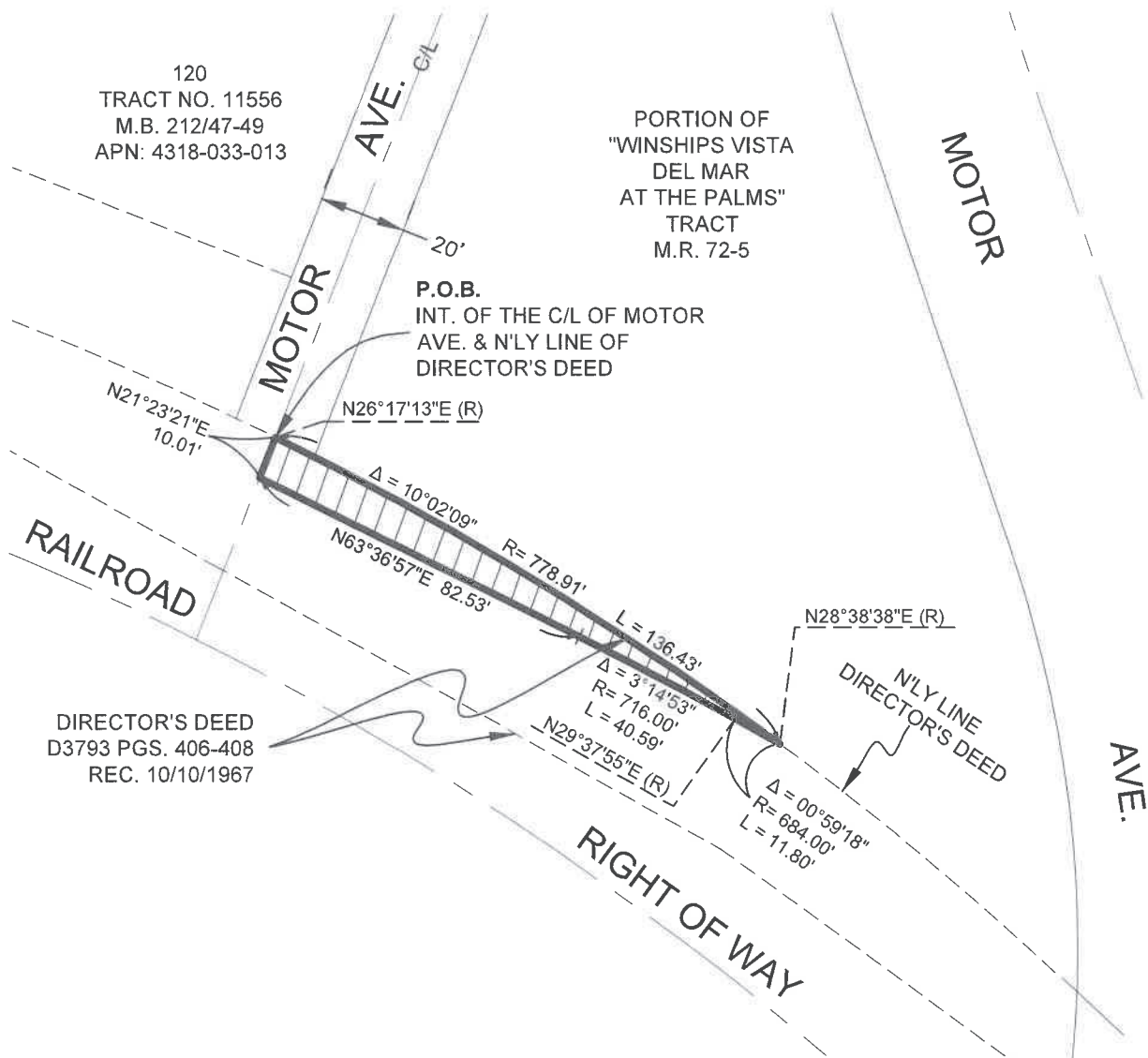


AREA DEDICATED HEREON

AREA = 860 ± SQ. FT.



Magdi Soliman



**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT**

2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov



September 2, 2022

Jonathan Quan, Senior Real Estate Officer
Real Estate Division
Bureau of Engineering/Department of Public Works
City of Los Angeles
1149 S. Broadway, Suite 610
Los Angeles, CA 90015

Dear Jonathan Quan:

**RE: HCD's Review of the City of Los Angeles's Council File No. 09-1295-S7
Declaring the Property Located at 3195 South Motor Avenue as "Exempt
Surplus Land"**

Thank you for notifying the California Department of Housing and Community Development (HCD) of the City of Los Angeles's (City) determination of the property located at 3195 S. Motor Avenue (Property) as "exempt surplus land." HCD reviewed Council File No. 09-1295-S7 (Council File) pursuant to Section 400(e) of the Surplus Land Act Guidelines.

Analysis

According to the Council File, which was approved by the City Council on August 17, 2022, the City Property is approximately 860 square feet in area and is not contiguous to land owned by a state or local agency that is used for open-space or low- and moderate-income housing purposes. The Council File further provides that the City desires to sell the Property to Aron and Ester Begun, owners of contiguous property located at 3185 S. Motor Avenue, Los Angeles, CA 90064.

Conclusion

HCD finds that the Property qualifies as "exempt surplus land" under Government Code section 54221, subdivision (f)(1)(B). The City is permitted to proceed with the disposition of the Property as described in the Council File.

Transmittal No. 4

Jonathan Quan, Senior Real Estate Officer
Page 2

If you have any questions or need additional technical assistance, please contact Public Lands, at Publiclands@hcd.ca.gov.

Sincerely,

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

Laura Nunn
Senior Manager, Housing Accountability Unit
Housing Policy Development