



# staff report

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TO: Honorable Mayor and Members of the City Council

ATTENTION: Jeffrey L. Stewart, City Manager

FROM: Jim DellaLonga, Director of Economic Development

SUBJECT: Consideration and possible action to adopt Joint Resolution Nos. 16-XX and SA-16-XX – A Joint Resolution authorizing the City Manager to execute a purchase and sale agreement between the Bellflower Successor Agency and the City of Bellflower for the disposition of real property located at 16500 - 16518 Bellflower Boulevard; and authorize the City Manager/Executive Director to execute Purchase and Sale Agreement (PSA) AFN XXX, in a form approved by the City Attorney/Successor Agency Counsel.

DATE: August 8, 2016

## **EXECUTIVE SUMMARY**

In an effort to streamline any lease or property disposition negotiations going forward, Staff is recommending the City purchase the property located at 16500 and 16518 Bellflower Boulevard from the Successor Agency for \$490,000, as determined by that certain Appraisal Report/Market Value Study dated December 30, 2015.

## **RECOMMENDATION TO CITY COUNCIL AND SUCCESSOR AGENCY**

- 1) Adopt Joint Resolution Nos. 16-XX and SA-16-XX;
- 2) Authorize the City Manager/Executive Director to execute PSA AFN XXX, in a form approved by the City Attorney/Successor Agency Counsel; or
- 3) Alternatively, discuss and take other action related to this item.

## **CEQA**

Adopting this Resolution is exempt from further environmental review pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, “CEQA”) and the regulations promulgated thereunder (14 Cal. Code of Regulations §§15000, *et seq.*, the “CEQA Guidelines”). Specifically, the proposed conveyance is exempt from CEQA requirements pursuant to CEQA Guidelines § 15312. The Successor Agency proposes to sell the Property; the Property is not located in an area of concern; the Property does not have significant value for wildlife habitat or other environmental purpose; and the use of the Property and adjacent property has not changed since the time the Successor Agency acquired the Property. Accordingly, this action conforms to a Class 12 categorical exemption under CEQA.

**Staff Report – Joint Resolution Nos. 16-XX and SA-16-XX (AFN XXX) – Disposition  
of Real Property Located at 16500 - 16518 Bellflower Boulevard  
August 8, 2016  
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**FISCAL IMPACT**

The City will pay \$490,000 for the property. The proceeds will be sent to the Los Angeles County Auditor-Controller which will disburse the funds to Affected Taxing Entities (“ATEs”).

**DISCUSSION**

In 2004, the former Bellflower Redevelopment Agency (“Agency”) purchased the property located at 16500 and 16518 Bellflower Boulevard to assist in the revitalization of the Downtown. The Agency demolished the structures and cleared the site in 2010. The property has since been vacant.

When the Redevelopment Agency was dissolved in February 2012, the Successor Agency was severely restricted as to how the subject property could be used because of the Redevelopment Dissolution Law (AB x1 26, AB 1484, and SB 107). The law requires successor agencies to prepare Long Range Property Management Plans to address the disposition of the former redevelopment agencies’ real property. The Successor Agency prepared and submitted its LRPMP twice in 2013 and received DOF approval of the plan in January 2014. The subject property is listed on the approved plan at an estimated value of \$1,270,721. A recently conducted appraisal determined the current market value to be \$490,000.

In order to achieve more flexibility and control of the disposition, Staff is recommending the City purchase the subject property. By doing so, the Successor Agency achieves the goal of expeditiously disposing of the property and transferring the sales proceeds to the ATEs through the County Auditor-Controller. Furthermore, with City ownership, the future disposition process will be more certain and streamlined.

**ATTACHMENTS**

Resolution No. 16-XX.....	3
Purchase and Sale Agreement (AFN XXX).....	6
Certificate of Acceptance .....	12
Quit Claim Deed.....	13

**CITY OF BELLFLOWER  
AND  
SUCCESSOR AGENCY TO THE DISSOLVED  
BELLFLOWER REDEVELOPMENT AGENCY**

**CITY RESOLUTION NO. 16-XX  
SUCCESSOR AGENCY RESOLUTION NO. SA-16-XX**

**A JOINT RESOLUTION AUTHORIZING THE CITY MANAGER TO  
EXECUTE A PURCHASE AND SALE AGREEMENT BETWEEN THE  
BELLFLOWER SUCCESSOR AGENCY AND THE CITY OF  
BELLFLOWER FOR THE DISPOSITION OF REAL PROPERTY  
LOCATED AT 16500 - 16518 BELLFLOWER BOULEVARD**

**THE CITY COUNCIL, ACTING ON BEHALF OF BOTH THE CITY OF  
BELLFLOWER AND THE BELLFLOWER SUCCESSOR AGENCY, DOES RESOLVE  
AS FOLLOWS:**

**SECTION 1.** The City Council finds and declares as follows:

- A. On or about February 1, 2012, the City of Bellflower opted to act on behalf of the Successor Agency to the former Bellflower Redevelopment Agency (the "Successor Agency");
- B. The Successor Agency is responsible for winding down the affairs of the Bellflower Redevelopment Agency including, without limitation, disposition of real property. Such real property includes property located at 16500-16518 Bellflower Boulevard, a 15,065 square foot parcel ("Property");
- C. Pursuant to Health and Safety Code §34177, the Successor Agency is required to dispose of assets and properties of the former Redevelopment Agency expeditiously and in a manner aimed at maximizing value;
- D. In accordance with Health and Safety Code §34191.5, the Successor Agency prepared and the Oversight Board approved a "Long-Range Property Management Plan" that provides for the disposition of the Property and for the distribution of the purchase price proceeds as property taxes to the affected taxing entities;
- E. The Successor Agency desires to convey the Property to the City of Bellflower for a purchase price of \$490,000, which represents a fair market valuation in a certain appraisal commissioned by the Successor Agency;
- F. The City believes that the Property is an important asset that contributes to the economic activity in the downtown area. Accordingly, the City desires to purchase the Property;

**City of Bellflower and Successor Agency to the Dissolved Bellflower  
Redevelopment Agency  
Resolution Nos. 16-XX and SA-16-XX  
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- G. Toward that end, the Successor Agency and the City desire to enter into a Real Property Purchase and Sale Agreement, which is conditioned upon the Successor Agency receiving the necessary approval by the Oversight Board;
- H. The Successor Agency's disposition of the Property, in a manner consistent with California law, the LRPMP (as revised), and the Purchase and Sale Agreement, will facilitate the unwinding of the former Redevelopment Agency by liquidating its former property in a manner aimed at maximizing value for the benefit of taxing entities.

**SECTION 2.** *Environmental Assessment.* Adopting this Resolution is exempt from further environmental review pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regulations §§15000, *et seq.*, the "CEQA Guidelines"). Specifically, the proposed conveyance is exempt from CEQA requirements pursuant to CEQA Guidelines § 15312. The Successor Agency proposes to sell the Property; the Property is not located in an area of concern; the Property does not have significant value for wildlife habitat or other environmental purpose; and the use of the Property and adjacent property has not changed since the time the Successor Agency acquired the Property. Accordingly, this action conforms to a Class 12 categorical exemption under CEQA.

**SECTION 3.** *Authorizations.* The City Council, acting on behalf of both the City of Bellflower and the Successor Agency, authorizes the conveyance of the Property from the Successor Agency to the City upon payment of \$490,000 by City. In order to effectuate that conveyance, the City Manager is authorized to execute all documents, in a form approved by the City Attorney, needed to implement the conveyance of the Property as contemplated by this Resolution including, without limitation, escrow instructions, the grant deed and the certificate of acceptance. The City Manager is further authorized to submit this proposed sale and purchase of the Property to the Oversight Board for its approval and to cause the grant deed to be recorded in the Office of the County Recorder of the County of Los Angeles after it has been approved by the Oversight Board.

**SECTION 4.** The Mayor, or presiding officer, is hereby authorized to affix his signature to this Resolution signifying its adoption by the City Council of the City of Bellflower, and the City Clerk, or her duly appointed deputy, is directed to attest thereto.

**City of Bellflower and Successor Agency to the Dissolved Bellflower  
Redevelopment Agency  
Resolution Nos. 16-XX and SA-16-XX  
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**SECTION 5.** This Resolution will become effective immediately upon adoption and will remain effective unless repealed or superseded.

**PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF BELLFLOWER THIS 8<sup>th</sup> DAY OF AUGUST 2016.**

\_\_\_\_\_  
**Dan Koops, Mayor**

**Attest:**

\_\_\_\_\_  
**Mayra Ochiqui, City Clerk**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Karl H. Berger, City Attorney**

**PARCEL NO.: 7109-010-912**  
**TITLE REPORT NO.:**  
**ESCROW NO.:**  
**AGREEMENT FILE NO.: XXX**

**AGREEMENT FOR ACQUISITION OF REAL PROPERTY  
(WITH ESCROW INSTRUCTIONS)**

THIS AGREEMENT is entered into this 8<sup>th</sup> day of August 2016, by and between the City of Bellflower, a municipal corporation and general law city (“Buyer”), and the Successor Agency to the Bellflower Redevelopment Agency, a subdivision of the State of California (“Seller”), for acquisition by Buyer of certain real property identified below.

**IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:**

**1. AGREEMENT TO SELL AND PURCHASE.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, upon the terms and for the consideration set forth in this Agreement, all that certain real property (“Property”) situated in the City of Bellflower, County of Los Angeles, State of California, and legally described as follows:

See Legal Description attached as Exhibit A, and incorporated by reference.

**2. PURCHASE PRICE.** The total purchase price, payable in cash through escrow, is the sum of \$490,000.

**3. CONVEYANCE OF TITLE.** Seller agrees to convey by quit claim deed to Buyer fee simple title to the Property. Seller also agrees to provide Buyer with a Certified Title Report at Seller’s cost.

**4. TITLE INSURANCE POLICY.** Escrow Agent must, following recording of deed to Buyer, provide Buyer with a CLTA Standard Coverage Policy of Title Insurance in the amount of \$\_\_\_\_\_ issued by Chicago Title Company showing title to the Property vested in Buyer, subject only to the printed exceptions and stipulations in said policy. Buyer agrees to pay the premium charged therefor.

**5. ESCROW.** Buyer agrees to open an escrow in accordance with this Agreement at an escrow company of Buyer’s choice (“Escrow Agent”). This Agreement constitutes the joint escrow instructions of Buyer and Seller, and Escrow Agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

Seller has executed a deed to Buyer, for deposit into escrow concurrently with this Agreement. As soon as possible after opening of escrow, Buyer will deposit the executed deed, with Certificate of Acceptance attached, with Escrow Agent on Seller’s behalf. Buyer agrees to

deposit the purchase price upon demand of Escrow Agent. Buyer and Seller agree to deposit with Escrow Agent any additional instruments as may be necessary to complete this transaction.

Insurance policies for fire or casualty are not to be transferred, and Seller will cancel its own policies after close of escrow.

All funds received in this escrow will be deposited with other escrow funds in a general escrow trust account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements must be made by check from such account.

**ESCROW AGENT IS AUTHORIZED TO, AND MUST:**

A. Charge Buyer for any escrow fees, charges and costs payable under Paragraph 6 of this Agreement;

B. Disburse funds and deliver deed when conditions of this escrow are fulfilled by Buyer and Seller.

The term “close of escrow,” if and where written in these instructions, means the date necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is authorized if necessary or proper in the issuance of said policy of title insurance.

All time limits within which any matter herein specified is to be performed may be extended by mutual agreement of the parties hereto. Any amendment of, or supplement to, any instructions must be in writing.

**TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE.** If (except for deposit of money by Buyer, which must be made by Buyer upon demand of Escrow Agent before close of escrow) this escrow is not in condition to close within 90 days from date of these instructions, any party who then has fully complied with his instructions may, in writing, demand the return of its money or Property; but if none have complied no demand for return thereof will be recognized until five days after Escrow Agent mails copies of such demand to the other party at its respective address shown in these escrow instructions, and if any objections are raised with said five day period, Escrow Agent is authorized to hold all papers or documents until instructed by a court of competent jurisdiction or mutual instructions. If no demands are made, Escrow Agent may proceed with closing this escrow as soon as possible.

**CONDITION PRECEDENT TO PERFORMANCE.** Buyer’s obligation to complete the purchase of the Property is subject to the Agency receiving any and all approvals required under California law to convey the Property to the Buyer. If the Seller does not receive such approval, the escrow will terminate immediately upon receipt by escrow holder of notification from Buyer of the failure of such condition.

**6. ESCROW FEES CHARGES AND COSTS.** Buyer agrees to pay all usual escrow, title and recording fees, charges and costs which arise in this escrow.

**7. RENTALS AND OCCUPANCY BY SELLER.** Seller agrees to execute a complete, current and correct statement of rentals on a form furnished to Seller and deliver same to Buyer within fifteen days hereof with copies of any written leases and rental agreements attached. All security deposits must be credited to Buyer through escrow and all rents will be pro-rated as of the close of escrow on the basis of a thirty day month consistent with that statement, subject to approval of Buyer. Seller hereby warrants that the rental statement referred to includes the terms of all rental agreements, tenancies and leases (written, unwritten, recorded or unrecorded). Seller also warrants that there are no undisclosed tenancies, whether by oral or written leases on all or any portion of the Property, and Seller further agrees to hold Buyer harmless and reimburse Buyer for any and all of its losses and expenses occasioned by reason of any such undisclosed tenancies.

**8. TESTING, INSPECTION, ENTRY ON PREMISES, AND RESPONSIBILITY FOR CONDITION OF PREMISES.** Seller grants to Buyer, and its authorized agents, permission to enter upon the Property at all reasonable times before close of escrow for the purpose of making all such inspections, tests, borings, samplings, and other such investigations as Buyer shall deem reasonable to determine the physical condition of the Property, including, but not limited to, the existence of asbestos, lead-based paint and other surface coverings, and the existence on, or contamination of the Property by “hazardous materials.” Should Buyer discover any physical condition of the Property that Buyer deems unacceptable, Buyer may terminate this Agreement and cancel the escrow, by giving written notice to Seller and escrow holder, within thirty (30) days after the date of Buyer’s execution of this Agreement. Upon receiving written notice of Buyer’s intent to terminate this Agreement, escrow holder must return all money and documents deposited in escrow to the party originally making such deposit, and neither party has any further obligation to the other under this Agreement. Buyer’s failure to give written notice of termination of this Agreement within sixty-five (65) days of the date of Buyer’s execution of this Agreement is deemed Buyer’s acceptance of all such conditions of the Property, as Buyer could have discovered by reasonable inspection, testing, boring, sampling, and other investigations of the Property.

As used in this Agreement, the term “hazardous materials” means all flammable, explosive, noxious, toxic, or otherwise dangerous materials, wastes, products, or substances, the handling, use, discharge, or release of which is regulated or the contamination by which is prohibited by any federal, state, or local statute, ordinance, rule, or regulation, including, but not limited to, those substances defined as “hazardous substances,” “hazardous materials,” or “toxic substances” in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; The Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; The Resource Conservation & Recovery Act, 42 U.S.C. Section 6901, et seq.; and also including those substances defined as “hazardous waste” in Section 25117 of the California Health and Safety Code or as “hazardous substances” in Section 25316 of the California Health and Safety Code; and those chemicals to which reference is made in the Safe Drinking Water and Toxic Enforcement Act of 1986, Section 25249.5, et seq. of the California Health and Safety Code.

**9. DESTRUCTION OF IMPROVEMENTS.** The risk of damages to or loss of improvements due to fire or other cause is Seller’s until title passes to Buyer at close of escrow. In the event that any of the improvements on the property are destroyed or damaged before close

of escrow, the purchase price will be adjusted in the amount that the fair market value is reduced by such loss or damage, such reduction to be determined by appraisal. Buyer must select an appraiser therefor, and if Seller does not agree to such appraiser, Seller will appoint an appraiser and the two appraisers will appoint a third appraiser. The finding of the appraiser, or if there are three appraisers, the finding joined in by two of the three appraisers is binding on both parties and the sale will be completed at the original escrow price less the reduction so fixed by appraisal. Notwithstanding the foregoing, if the cost of restoring the damaged improvement to a condition equal to its condition on date of this agreement exceeds ten percent (10%) of the original purchase price of the property, Buyer has the right to cancel the escrow, terminate this agreement, and recover any and all amounts paid to Seller or to escrow holder on account of the purchase price of the Property.

Seller agrees to maintain any existing fire and/or casualty insurance on the property in force until close of escrow.

**10. COUNTERPARTS.** This Agreement may be executed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery be deemed an original, and all such counterparts together constitute one and the same instrument.

**11. CLOSING STATEMENT.** Seller hereby authorizes and instructs Escrow Agent to release a copy of Seller's closing statement to Buyer; purpose being to ascertain if any reimbursements are due Seller.

**12. TAX REPORTING AND WITHHOLDING--NON-FOREIGN STATUS.** The Foreign Investment in Real Property Tax Act of 1980, as amended by the Tax Reform Act of 1984, places special requirements for tax reporting and withholding on the parties to a real estate transaction where the transferor (Seller) is a non-resident alien or non-domestic corporation or partnership, or is a domestic corporation or partnership controlled by a non-resident or non-resident corporation or partnership.

Seller advises Buyer that Seller is NOT a "foreign person" for the purposes of Section 1445 (as may be amended) of the Internal Revenue Code of 1954, as amended, and any regulations promulgated thereunder, and that, in accordance with the provisions of Section 1445, Seller must execute an affidavit under penalty of perjury setting forth Seller's name, address, federal tax identification number, and certifying that Seller is not a "foreign person" in accordance with the provisions of the Internal Revenue Code.

It is specifically understood and agreed by Seller that closing of this escrow is subject to, and contingent upon, deposit into escrow, or notification to Escrow Agent by Buyer, of receipt of said Affidavit.

**13. SELLER'S WARRANTIES.** Seller warrants that it is authorized to sell the Property, under the terms and conditions specified herein, and that Seller is not aware of any toxic or hazardous wastes or materials, including asbestos, attributable to or affecting the Property. Seller further represents and warrants that the water well that existed on the Property has been properly abandoned in accordance with all government requirements and there are no oral or written leases on all or any portion of the Property, or if there are such leases, Seller agrees to hold the

Buyer harmless and reimburse Buyer for any and all of its losses and expenses occasioned by reason of any lease of the Property held by a tenant of Seller.

**14. JUDGMENT IN LIEU OF DEED.** In the event Seller is unable to deliver title in a reasonable time under the terms of this Agreement, Buyer may file an action in eminent domain to pursue the acquisition of this Property, and this Agreement will constitute a stipulation which may be filed in said proceedings as final and conclusive evidence of the total amount of damages for the taking, including all of the items listed in Section 1260.230 of the Civil Procedure, regarding this Property.

**15. MISCELLANEOUS TERMS.** The terms, conditions, covenants and agreements set forth herein apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto.

This Agreement contains the entire agreement between the parties, and neither party relies upon any warranty or representation not contained in this Agreement.

In accordance with Joint Resolution No. 16-XX (City of Bellflower) and Resolution No. SA-16-XX (Successor Agency), adopted August 8, 2016, the City Manager is authorized to execute this Agreement on behalf of the City of Bellflower and the Successor Agency to the Bellflower Redevelopment Agency.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first set forth hereinabove.

MAILING ADDRESS OF SELLER

16600 Civic Center Drive  
Bellflower, CA 90706

**SELLER**

By: \_\_\_\_\_  
**Jeffrey L. Stewart, City Manager acting on behalf of the Successor Agency**

MAILING ADDRESS OF BUYER:

16600 Civic Center Drive  
Bellflower, CA 90706

**BUYER:**

By \_\_\_\_\_  
**Jeffrey L. Stewart, City Manager**

**APPROVED AS TO FORM:**

By \_\_\_\_\_  
**Karl H. Berger**  
**City Attorney**

**Attachment: Exhibit A**

## **Exhibit A**

### Legal Description

Lots 8 through 11, Block 15, Tract No. 4857, per map recorded in Book 64, Page 86 of Maps, in the office of the County Recorder, Country of Los Angeles, California.

**CERTIFICATE OF ACCEPTANCE**

Pursuant to Government Code § 27281, this is to certify that the interest in real property conveyed by the quit claim deed from the Successor Agency to the Bellflower Redevelopment Agency, a subdivision of the state of California ("Grantor") to the City of Bellflower, a general law city in Los Angeles, County ("Grantee") is accepted by order of the City Council pursuant to City Resolution No. 16-XX and Successor Agency Resolution No. SA-16-XX adopted on XXX, and the Grantee consents to the recordation thereof.

**APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY**

**CITY OF BELLFLOWER,  
A Municipal Corporation**

By: \_\_\_\_\_  
**Karl H. Berger,  
City Attorney**

By: \_\_\_\_\_  
**Jeffrey L. Stewart,  
City Manager**

**ATTEST:**

By: \_\_\_\_\_  
**Mayra Ochiui,  
City Clerk**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of \_\_\_\_\_ )

On \_\_\_\_\_, 201\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature \_\_\_\_\_

Recording requested by and  
when recorded, mail to:

City of Bellflower  
Attn: City Clerk's Office  
16600 Civic Center Drive  
Bellflower, CA 90706

## QUITCLAIM DEED

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

The Successor Agency to the Bellflower Redevelopment Agency, a subdivision of the state of California ("Grantor"), conveys, assigns, and quitclaims to the City of Bellflower, a municipal corporation and general law city ("Grantee"):

All real property, including any improvements or structures thereon, described as 16500 to 16518 Bellflower Blvd., Bellflower, California 90706 (APN 7109-010-912), legally described in the attached Exhibit "A," and incorporated by reference, and graphically depicted in the attached Exhibit "B," and incorporated by reference(the "Property").

By accepting this Quitclaim Deed, Grantee acknowledges and certifies that it is familiar with the Property and its physical aspects, conditions, and characteristics. Grantee agrees that the Property is being conveyed in its "AS IS" condition and that, other than as expressly provided herein, Grantor has not made or given, and is not making or giving, any representations or warranties whatsoever (oral, written, express or implied) respecting any physical aspect, condition or characteristic of the Property or its suitability for use by Grantee. Grantee has satisfied itself completely respecting all such matters and upon acceptance of this Quitclaim Deed is deemed to have irrevocably waived and released any and all claims or objections with respect to all such matters.

By accepting this Quitclaim Deed, Grantee agrees to indemnify and hold Grantor harmless from and against any and all claims arising from the Property whether caused by Grantor's active or passive negligence or otherwise. Grantee will pay all costs incident to any claim, including, without limitation, reasonable attorneys' fees. Grantee expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of California as to indemnifying Grantor and that if any portion is held invalid, it is agreed that the balance must, notwithstanding, continue in full legal force and effect.

[Signatures on next page]

**GRANTOR:**

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**Jeffrey L. Stewart, City Manager acting on  
behalf of the Successor Agency**

**Accepted by**

**GRANTEE:**

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**Jeffrey L. Stewart, City Manager**

**APPROVED AS TO FORM:**

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**Karl H. Berger,  
City Attorney**

**ATTEST:**

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**Mayra Ochiqui,  
City Clerk**

**Attachments:**

**Exhibit A  
Exhibit B**

EXHIBIT A

Legal Description

Lots 8 through 11, Block 15, Tract No. 4857, per map recorded in Book 64, Page 86 of Maps, in the office of the County Recorder, Country of Los Angeles, California.

