

**RESOLUTION NO. OB-03**

**A RESOLUTION OF THE OVERSIGHT BOARD FOR THE SUCCESSOR AGENCY TO THE LA MIRADA REDEVELOPMENT AGENCY DIRECTING THE SUCCESSOR AGENCY TO ALLOW CERTAIN REAL PROPERTIES TO REMAIN OWNERSHIP OF THE CITY OF LA MIRADA, TRANSFER EASEMENT AGREEMENT TO THE CITY OF LA MIRADA AND TRANSFER OWNERSHIP OF CERTAIN HOUSING ASSETS TO THE CITY OF LA MIRADA HOUSING SUCCESSOR AGENCY PURSUANT TO HEALTH AND SAFETY CODE SECTIONS 34177 AND 34181**

**RECITALS:**

A. Pursuant to Health and Safety Code Section 34173(d), the City of La Mirada (City) elected to become the Successor Agency to the La Mirada Redevelopment Agency (Successor Agency) on September 13, 2011.

B. Health and Safety Code Section 34179(a) provides that each successor agency shall have an oversight board composed of seven members.

C. Pursuant to Pursuant to Health and Safety Code Section 34177(e), the Successor Agency is responsible for disposing of assets and properties of the former redevelopment agency, as directed by the Oversight Board, expeditiously and in a manner aimed at maximizing value, provided, however, that pursuant to Health and Safety Code Section 34181(a), the Oversight Board may instead direct the Successor Agency to transfer ownership of assets that were constructed and used for a governmental purpose, such as roads, school buildings, parks, and fire stations, to the appropriate public jurisdiction pursuant to any existing agreements relating to the construction or use of such an asset.

D. Exhibit A to this Resolution provides a list of all former Agency assets constructed or used for a governmental purpose, to remain with the City, Exhibit B lists the easement to be transferred to the City by the Successor Agency.

E. Pursuant to Health and Safety Code Section 34176, the City, as the entity that authorized the creation of the Redevelopment Agency, elected on February 14, 2012 to retain housing assets and functions previously performed by the Redevelopment Agency, therefore becoming the Housing Successor Agency.

F. Pursuant to Health and Safety Code Section 34177(g), the Successor Agency is required to effectuate the transfer of housing functions and assets to the appropriate entity designated pursuant to Health and Safety Code Section 34176.

May 17, 2012

**NOW, THEREFORE, THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO THE LA MIRADA REDEVELOPMENT AGENCY, HEREBY FINDS, DETERMINES, RESOLVES, AND ORDERS AS FOLLOWS:**

Section 1. The above recitals are true and correct and are a substantive part of this Resolution.

Section 2. This Resolution is adopted pursuant to Health and Safety Code Sections 34177 and 34181.

Section 3. The Board hereby directs the Successor Agency to allow certain real properties identified in Exhibit A to remain under ownership of the City.

Section 4. The Board hereby directs the Successor Agency to convey the easement identified in Exhibit B to the City.

Section 5. The Board hereby directs the Successor Agency to take any and all action necessary to transfer all housing assets to the City of La Mirada as the Housing Successor Agency.

Section 6. The Oversight Board and the staff of the Successor Agency hereby are authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable to effectuate this Resolution.

**PASSED, APPROVED AND ADOPTED this 17<sup>th</sup> day of May 2012.**

  
\_\_\_\_\_  
Art Leslie, Chairman

ATTEST:

I, Anne Haraksin, Secretary of the Oversight Board, do hereby certify that the foregoing Resolution No. OB-03 was adopted at a regular meeting of the Oversight Board held on the 17<sup>th</sup> day of May, 2012 by the following roll call vote:

**AYES: MEMBERS LATHAM, PETERS, PRELGOVSK, SANTILLAN, VICE CHAIRMAN ROBINSON, CHAIRMAN LESLIE**

**NOES:**

**ABSENT: MEMBER EL FATTAL**

**ABSTAINED:**

  
\_\_\_\_\_  
Anne Haraksin, Secretary

EXHIBIT A

Former Redevelopment Assets

Property

Public Use

14900 La Mirada Boulevard, La Mirada, CA 90638

La Mirada Theater for the  
Performing Arts

15515 La Mirada Boulevard, La Mirada, CA 90638

Public Works Building

Parcel #8065-043-902

Behringer Park

Parcel #7001-010-912

1,028 square feet of public  
right of way

Parcel #7001-013-912

1,246 square feet of public  
right of way

Parcel #7001-016-910

758 square feet of public  
right of way

Parcel #7003-010-905

1,838 square feet of public  
right of way

Resolution No. OB-03  
May 17, 2012

**EXHIBIT B**

(See attached copy of Easement Agreement)

91-1803936

RECORDING REQUESTED BY:  
AND WHEN RECORDED RETURN TO:

LA MIRADA REDEVELOPMENT AGENCY  
3700 La Mirada Boulevard  
La Mirada, California 90638  
Attn: Executive Director

RECORDED IN OFFICIAL RECORDS  
RECORDER'S OFFICE  
LOS ANGELES COUNTY  
CALIFORNIA  
21 MIN. 3 P.M. NOV 14 1991  
PAST.

(Space Above This Line For Recorder's Use)

FREE L

EASEMENT AGREEMENT

This Easement Agreement ("Agreement") is executed as of this 11th day of November, 1991, by and between O'NEILL AND JONES, LIMITED, a California corporation which acquired title as O'Neill & Jones, Ltd. ("Grantor"), and the LA MIRADA REDEVELOPMENT AGENCY, a public body, corporate and politic ("Grantee")

R E C I T A L S

A. WHEREAS, Grantor is the owner of certain real property in the City of La Mirada, County of Los Angeles, State of California as more particularly described on Exhibit A attached hereto and incorporated herein (the "Subject Property"); and

B. WHEREAS, Grantee desires to acquire and Grantor desires to grant, certain rights in the Subject Property, upon the terms and conditions set forth below.

NOW, THEREFORE, it is agreed as follows:

1. Grant of Easements. For valuable consideration, receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants to Grantee, and its successors and assigns, easements and rights of way (the "Easements") to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time and for access to, (a) underground electrical supply systems and communication systems (hereinafter referred to as the "Systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary and appropriate for distributing electrical energy and for transmitting information by electrical means, in, on, over, under, across and along that certain portion of the Subject Property described on Exhibit B-1 hereto and as shown on Exhibit B-2 (the "Utility Easement Property") for the purpose of distributing electrical energy and transmitting information by electrical means from a computer terminal located on the Utility Easement Property to the approximately fifty (50) foot La Mirada Auto Center identification sign with electronic message board (the "Sign") located or to be located on the "Sign Easement Property" (as hereinafter defined), and any successor terminals or signs located on the Sign Easement Property and (b) the Sign, and any successor terminals or signs, in, on, over, under, across and along that certain portion of the Subject Property described on Exhibit C-1 hereto and as shown on Exhibit C-2 hereto (the "Sign Easement Property").

2. Character of Easements. The parties hereto agree and acknowledge that the Easements are easements in gross in favor of Grantee and, accordingly, are not appurtenant to any real property owned by Grantee.

3. Restrictions. Grantor agrees for itself, and its successors and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building or

other structures on the Utility Easement Property or the Sign Easement Property, except landscaping, pavement, curbs, gutters, walls and fences which do not interfere with Grantee's use of the Easements.

4. Maintenance. Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with the Systems and shall have free access to the Systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on the Sign Easement Property or Utility Easement Property, Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

5. Indemnity. Grantee shall indemnify, defend and hold harmless Grantor, its successors and assigns, from any claims, demands, liabilities, judgments, claims and expenses, including without limitation attorneys' fees, incurred as a result of acts or omissions of Grantee or its agents while on the Subject Property in connection with the Easements, except to the extent that such claims, etc. arise out of the negligence or intentional misconduct of Grantor, its successors or assigns.

6. Assignment. Grantee shall have the right to assign the Easements and all rights granted hereunder to an automobile dealers association to be formed for the La Mirada Auto Center. Upon such assignment, Grantee shall have no further obligation hereunder or any further liability to Grantor or its successors and assigns under this Agreement.

7. Binding Effect of Instrument. This instrument shall bind and inure to the benefit of the respective successors and assigns of the parties hereto. The Easements and all rights granted hereunder shall bind the successors and assigns of the Subject Property and inure to the benefit of the successors and assigns of Grantee.

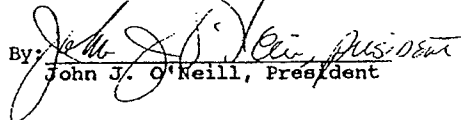
91 1803936

8. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original document, and all of which together shall constitute one and the same instrument.

9. Exhibits. Exhibits A, B-1, B-2, C-1 and C-2 referenced in this Agreement are attached hereto and incorporated herein by this reference.

Executed this 11th day of NOVEMBER, 1991.

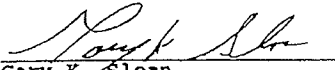
"Grantor"  
O'NEILL AND JONES, LIMITED,  
a California corporation

By:   
John J. O'Neill, President

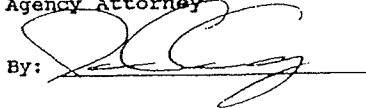
"Grantee"

LA MIRADA REDEVELOPMENT  
AGENCY, a public body,  
corporate and politic

APPROVED:

By:   
Gary K. Sloan,  
Executive Director

BROWN, WINFIELD & CANZONERI  
Agency Attorney

By: 

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

On November 11, 1991 before me, the undersigned, a Notary Public in and for the said State and County, personally appeared John J. O'Neill

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Terry Graham  
Signature



(This area for official notarial seal)

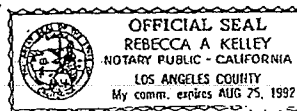
STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF LOS ANGELES )

On November 11, 1991 before me, the undersigned, a Notary Public in and for the said State and County, personally appeared GARY K. Sloan

personally known to me (ex-proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Rebecca A. Kelley  
Signature




(This area for official notarial seal)



CERTIFICATE OF ACCEPTANCE

This is to certify that the Easements (as therein defined) created by that certain Easement Agreement entered into by and between O'NEILL AND JONES, LIMITED, a California corporation as grantor and the LA MIRADA REDEVELOPMENT AGENCY, a public body, corporate and politic (the "Agency") as grantee, is hereby accepted by order of the Agency on November 11, 1991 and the Agency consents to recordation thereof by its duly authorized officer.

LA MIRADA REDEVELOPMENT AGENCY,  
a public body, corporate and  
politic

By:   
Gary K. Sloan  
Title: Executive Director

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EXHIBIT B-1

That portion of Parcel 2 of Parcel Map No. 19710 in the City of La Mirada, County of Los Angeles, State of California per map filed in Book 244, Pages 56 through 58 inclusive of Parcel Maps in the office of the County Recorder of said County described as follows:

The Northeasterly 180 feet of the Southeasterly 8 feet of said Parcel 2.

All of which is shown on Exhibit B-2 attached hereto and by this reference made a part hereof.

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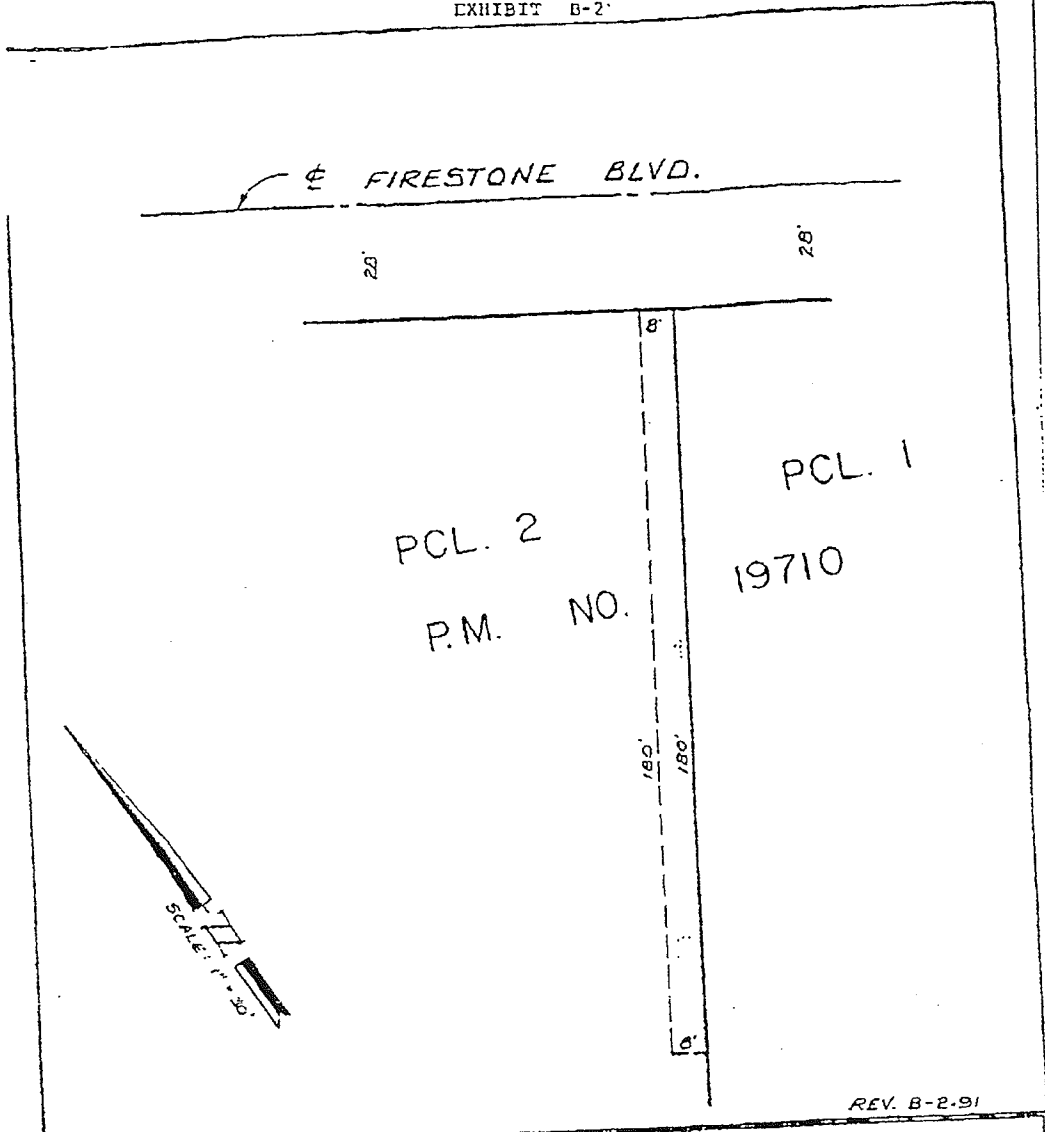
EXHIBIT C-1

The Northeasterly 30 feet of the Northwesterly 10 feet of the Southeasterly 14 feet of Parcel 2 of Parcel Map No. 19710 in the City of La Mirada, County of Los Angeles, State of California, per map filed in Book 244, Pages 56 through 58 inclusive of Parcel Maps in the office of the County Recorder of said County.


All of which is shown on Exhibit C-2 attached hereto and by this reference made a part hereof.

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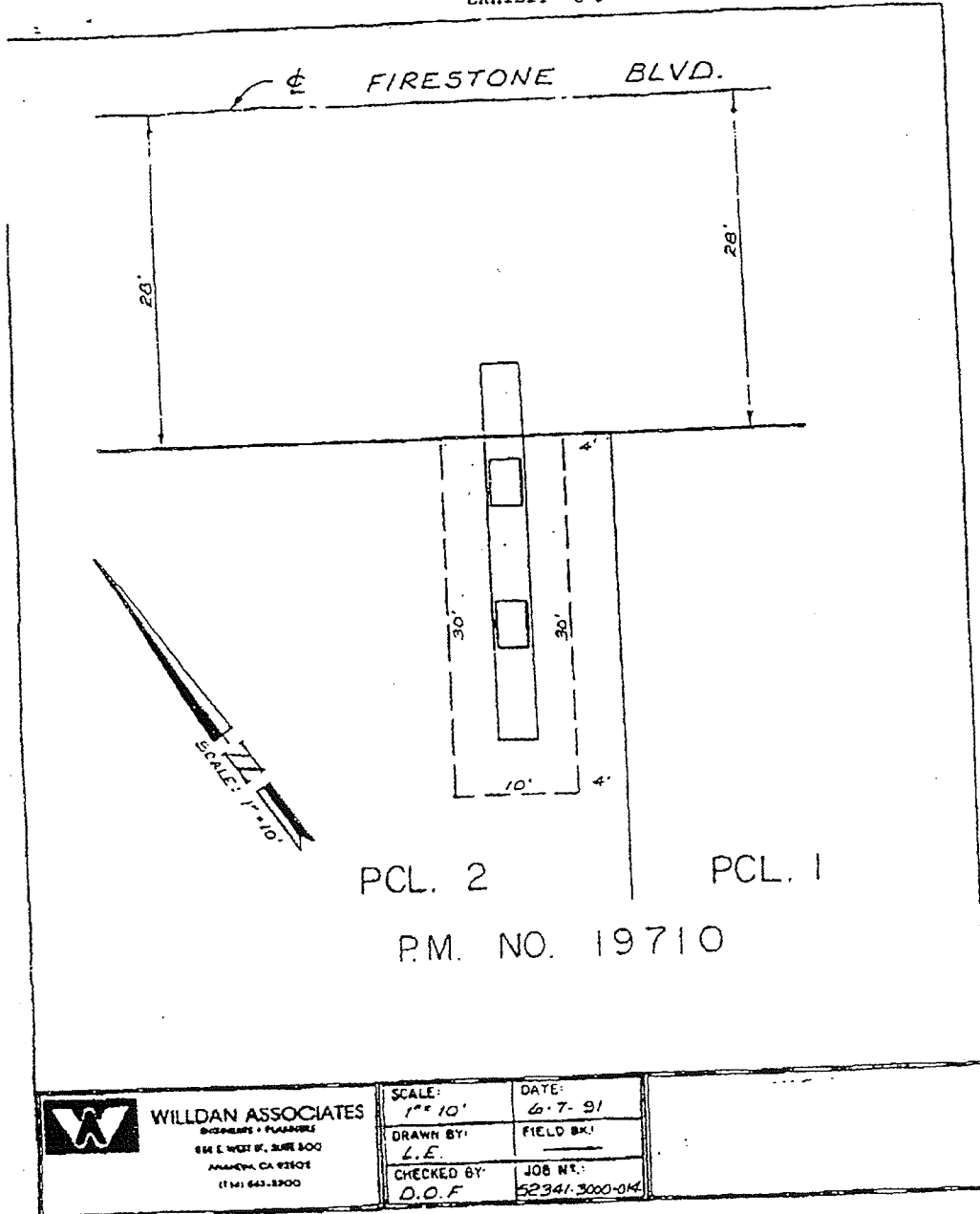
EXHIBIT B-2



REV. B-2-91

 <b>WILLDAN ASSOCIATES</b> ENGINEERS & PLANNERS 244 S. WEST ST. SUITE 1000 ANAHEIM, CA 92802 (714) 843-2200	SCALE:	DATE:
	1" = 30'	6-7-91
	DRAWN BY:	FIELD SK:
	L.E.	
CHECKED BY:	JOB NO.:	
D.O.F.	58341-3000-04	

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