CITY OF LOS ANGELES

FREDERICK L.JACKSON ACTING GENERAL MANAGER CALIFORNIA



ECONOMIC AND WORKFORCE DEVELOPMENT DEPARTMENT

444 S. FLOWER ST., 14TH FLOOR Los Angeles, CA 90071

November 26, 2025

Council File: 14-1174-S97

Council District: 7

Contact Person: Fred Jackson

Phone: (213) 744-9723

Matthew W. Szabo, Chair Municipal Facilities Committee 200 N. Main Street, Suite 1500 Los Angeles, CA 90012

TRANSMITTAL: REQUEST THAT THE CITY COUNCIL APPROVE THE ASSIGNMENT AND ASSUMPTION OF COMMERCIAL LEASES FOR THE CITY-OWNED PROPERTIES LOCATED AT 13269 VAN NUYS BLVD. AND ASSOCIATED PARCELS

The General Manager of the Economic and Workforce Development Department (EWDD), or designee, respectfully requests that your Committee review and approve this transmittal and forward to the City Council for further consideration.

SUMMARY

EWDD acquired a commercial property located at 10801 and 10823 San Fernando Road, and 13273 and 13277 Van Nuys Boulevard, Los Angeles, CA 91331, Assessor's Parcel Numbers: 2619-017-001, 2619-017-002, 2619-017-004, 2619-017-024, 2619-017-026, and 2619-017-030 (the "Property") for the purpose of a potential future Pacoima Lifestyle Center Project ("Potential Project"). The Potential Project is being considered to include redevelopment for mixed commercial and residential use. The Property consists of multiple one-story commercial buildings, which together measure approximately 18,382 square feet situated on a 49,738 square foot corner. There are currently eleven active leases on the Property as shown in Exhibit "B". The rent collected from these active leases will be used for future repairs, potential relocation benefits, and to meet compliance with ADA requirements outlined in the CASp inspection report dated September 18, 2024. EWDD has jurisdiction over the Property until directed otherwise by Council action according to the City Council's prior authorization from February 2025 in Council File 14-1174-S97.

EWDD requests the authorization to execute the Assignment and Assumption Agreement (Exhibit "B") of commercial leases for the Property, as legally described in Exhibit "A".

The original leases were with the Seller, and executing this Assignment and Assumption Agreement will allow the City to take over ("assume") those leases for the duration of their

terms as set forth in Exhibit "B". When each lease term expires, they will change and continue forward as month-to-month leases. Rents will remain the same.

The City anticipates issuing a procurement for a developer for the Property in 2026.

RECOMMENDATIONS

The Acting General Manager of EWDD, or designee, respectfully requests that the Los Angeles City Council, subject to the approval of the Mayor as required:

- 1. DETERMINE that the City should assume the eleven active leases at the Cityowned property located at located at 10801 and 10823 San Fernando Road, and 13273 and 13277 Van Nuys Boulevard, Los Angeles, CA 91331, Assessor's Parcel Numbers: 2619-017-001, 2619-017-002, 2619-017-004, 2619-017-024, 2619-017-026, and 2619-017-030, as listed in Exhibit "B", and FIND that, pursuant to Charter Section 371(e)(10) and Administrative Code Section 10.15(a)(10), the use of competitive bidding for these leases would be impractical and undesirable, in that it would result in the existing tenants being evicted from the Property; and
- 2. APPROVE and AUTHORIZE the execution of the Assignment and Assumption Agreement, prepared by the City Attorney, and attached here as "Exhibit "B"; and
- 3. AUTHORIZE the Acting General Manager of EWDD, or designee, to make technical corrections or adjustments that may be required and are consistent with these City Council and Mayoral actions.

Frederick L. Jackson (Nov 26, 2025 16:21:38 PST)

Frederick L. Jackson Acting General Manager

ATTACHMENT:

- A. Legal Description
- B. Assignment and Assumption Agreement, including rent role and leases

EXHIBIT A LEGAL DESCRIPTION

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1:

PART OF BLOCK 252 OF THE MACLAY RANCHO, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN <u>BOOK 37, PAGE 5</u> OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTHEAST LINE OF SAID BLOCK 252, 50 FEET AT RIGHT ANGLES FROM CENTER LINE OF NORTH SHERMAN WAY, NOW VAN NUYS BOULEVARD; THENCE NORTHWESTERLY ON SAID NORTHEASTERLY LINE, 168.4 FEET; THENCE AT RIGHT ANGLES SOUTHWESTERLY 124 FEET; THENCE AT RIGHT ANGLES NORTHEASTERLY 124 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

PART OF BLOCK 252 OF THE MACLAY RANCHO EX-MISSION DE SAN FERNANDO, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN <u>BOOK 37</u>, <u>PAGE 5</u> ET SEQ., OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS

BEGINNING AT A POINT IN THE NORTHEASTERLY BOUNDARY LINE OF SAID BLOCK, DISTANT NORTHWESTERLY 258.4 FEET MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF VAN NUYS BOULEVARD (FORMERLY TAYLOR AVENUE), AS SHOWN ON SAID MAP; THENCE AT RIGHT ANGLES TO SAID BOUNDARY LINE SOUTHWESTERLY 124 FEET TO A POINT; THENCE AT RIGHT ANGLES NORTHWESTERLY 51 FEET TO A POINT; THENCE AT RIGHT ANGLES NORTHEASTERLY 124 FEET TO SAID BOUNDARY LINE; THENCE SOUTHEASTERLY 51 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

THAT PORTION OF BLOCK 252 OF MACLAY RANCHO EX-MISSION DE SAN FERNANDO, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 37, PAGE 5 ET SEQ., OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN SAID BLOCK, 208.4 FEET AT RIGHT ANGLES NORTHWESTERLY FROM THE SOUTHEASTERLY BOUNDARY LINE OF SAID BLOCK 252 AND AT A RIGHT ANGLE SOUTHWESTERLY FROM THE NORTHEASTERLY BOUNDARY LINE OF SAID BLOCK AS SHOWN ON MAP 124 FEET; THENCE AT RIGHT ANGLE NORTHWESTERLY 65 FEET TO A POINT; THENCE AT RIGHT ANGLE SOUTHWESTERLY 50 FEET TO A POINT; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 65 FEET TO A POINT; THENCE AT A RIGHT ANGLE NORTHEASTERLY 50 FEET TO THE POINT OF BEGINNING.

SAID LAND IS KNOWN AS THE SOUTHEASTERLY 65 FEET OF TRACT NO. 28 AS SHOWN ON AND MADE A PART ATTACHED TO THE DEED RECORDED ON JULY 29, 1924, AS INSTRUMENT NO. 1109, IN BOOK 4210, PAGE 12 OF OFFICIAL RECORDS OF SAID COUNTY.

PARCEL 4:

THE SOUTHWESTERLY 50 FEET OF THE NORTHEASTERLY 174 FEET OF THE SOUTHEASTERLY, 168.4 FEET OF BLOCK 252 OF MACLAY RANCHO, EX-MISSION DE SAN FERNANDO, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 37, PAGE 5 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID

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COUNTY, BEING PARCEL MARKED TRACT NO. 7 ON THE MAP ATTACHED TO DEED RECORDED IN BOOK 4210, PAGE 12 OF OFFICIAL RECORDS OF SAID COUNTY.

PARCEL 5:

THE SOUTHWESTERLY 50 FEET OF THE NORTHEASTERLY 224 FEET OF THE SOUTHEASTERLY 168.4 FEET OF BLOCK 252 OF MACLAY RANCHO, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN <u>BOOK 37, PAGE 5</u> ET SEQ., OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE SOUTHWESTERLY 1.67 FEET OF SAID LAND.

PARCEL 6:

THAT PORTION OF BLOCK 252 OF MACLAY RANCHO EX-MISSION OF SAN FERNANDO, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 37, PAGE 5, ET SEQ., OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF A LINE PARALLEL WITH AND DISTANT NORTHWESTERLY 258.40 FEET (MEASURED ALONG THE NORTHEASTERLY LINE OF SAID BLOCK 252 AND ITS PROLONGATION) FROM THE CENTER LINE OF VAN NUYS BOULEVARD, 100 FEET WIDE, (FORMERLY TAYLOR AVENUE), AS SHOWN ON SAID MAP, WITH THE SOUTHWESTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO CHARLES NERO AND WIFE, RECORDED ON DECEMBER 12, 1961, AS DOCUMENT NO. 361, IN BOOK D1447, PAGE 468 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE, 65 FEET TO THE SOUTHEASTERLY LINE OF THE LAND DESCRIBED ON THE DEED TO OTTO GUERRA AND WIFE, RECORDED ON NOVEMBER 5, 1945, AS DOCUMENT NO. 1014, IN BOOK 22464, PAGE 135 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE, 50 FEET TO THE NORTHEASTERLY LINE OF THE LAND DESCRIBED ON THE DEED TO AMOS MUNOZ AND WIFE, RECORDED ON DECEMBER 6, 1949, AS DOCUMENT NO. 581, IN BOOK 31648, PAGE 85 OF OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTHEASTERLY ALONG SAID LAST MENTIONED NORTHEASTERLY LINE, 65 FEET TO SAID PARALLEL LINE; THENCE NORTHEASTERLY ALONG SAID LAST MENTIONED NORTHEASTERLY LINE, 65 FEET TO THE POINT OF BEGINNING.

SAID LAND IS SHOWN AS THE SOUTHEASTERLY 65 FEET OF TRACT NO. 27 ON MAP RECORDED IN BOOK 4210, PAGE 12 OF OFFICIAL RECORDS.

PARCEL 7:

THE SOUTHWESTERLY 104.00 FEET OF THE NORTHEASTERLY 124.00 FEET OF THAT PORTION OF BLOCK 252 OF THE MC CLAY RANCHO EX-MISSION DE SAN FERNANDO, AS PER MAP RECORDED IN BOOK 37, PAGE 5 ET. SEQ., OF MISCELLANEOUS RECORDS, OF SAID COUNTY INCLUDED WITHIN THAT CERTAIN 40.00 FEET WIDE STRIP OF LAND ADJOINING THE NORTHWESTERLY LINE OF PARCEL NO. 1 AS SAID PARCELS ARE SHOWN ON THE MAP ATTACHED TO AND RECORDED AS A PART OF THE DEED RECORDED JULY 29, 1924 IN BOOK 4210, PAGE 12 OF OFFICIAL RECORDS OF SAID COUNTY.

<u>APN: 2619-017-001, 2619-017-002, 2619-017-004, 2619-017-024, 2619-017-026, 2619-017-030 AND 2619-017-035</u>

PLOTTED EASEMENTS

ASSIGNMENT AND ASSUMPTION AGREEMENT PACOIMA LIFESTYLE CENTER TENANT LEASES

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is entered into by and between Williams Retail Center, a California Limited Liability Company ("Assignor") and the City of Los Angeles, a municipal corporation, acting by and through its Economic and Workforce Development Department ("Assignee"). The Assignor and Assignee are, at times, referred to herein each as a "Party" and, collectively, as the "Parties".

RECITALS

WHEREAS, Assignor was the owner of certain real property located in the City of Los Angeles, County of Los Angeles, State of California, commonly known as 10801 & 10823 San Fernando Road, and 13273 & 13277 Van Nuys Boulevard, Los Angeles, CA 91331, Assessor's Parcel Numbers: 2619-017-001, 2619-017-002, 2619-017-004, 2619-017-024, 2619-017-026, and 2619-017-030, consisting of approximately 49,738 square feet of land and four commercial building totaling approximately 18,382 square feet ("Property");

WHEREAS, in conjunction with its ownership of the Property, Assignor entered into the following commercial leases, which are attached hereto as Exhibits A through L and incorporated herein by reference (collectively "Tenant Leases"):

| TENANT | BUSINESS NAME | ADDRESS | LEASE AGREEMENT(S) |
|---------------------------------------|--|---------------------------------------|-----------------------|
| Peruvian Food Enterprises, LLC | El Pollo Peru | 13273 Van Nuys Boulevard, Unit ABD | Exhibit A |
| Peruvian Food Enterprises, LLC | El Pollo Peru | 13273 Van Nuys Boulevard, Unit C | Exhibit B |
| Luis Flores and Maribel Ramirez | Camila's Mini Market | 13273 Van Nuys Boulevard, Unit E | Exhibit C |
| Kishore Shah DDS, Inc. | Care Now Dental | 13277 Van Nuys Boulevard, Unit A | Exhibit D |
| Peruvian Food Enterprises, LLC | El Pollo Peru | 13277 Van Nuys Boulevard, Unit B | Exhibit E |
| Rosa Guerrero and Christian Zamora | Chris Dog Grooming | 13277 Van Nuys Boulevard, Unit C | Exhibit F |
| Juan Maldonado | City Financial Center | 13277 Van Nuys Boulevard, Unit D | Exhibit G |
| Tania Buendia Haro | Tanya's Barber Shop and Beauty Salon | 13277 Van Nuys Boulevard, Unit E | Exhibit H |
| Balwinder Kaur | Indian Threading Place | 13277 Van Nuys Boulevard, Unit F | Exhibit I |

| TENANT | BUSINESS NAME | ADDRESS | LEASE AGREEMENT(S) |
|------------------|------------------|--------------------------|-----------------------|
| Brenda Rodriguez | Current Tax and | 13277 Van Nuys | Exhibit J |
| Martinez | Insurance | Boulevard, Unit H | |
| Keven Lee | My World on a | 10807 San Fernando Road, | Exhibit K |
| | Plate | Basement | |

WHEREAS, Assignor has sold the Property to Assignee, and therefore desires to assign all of its rights, title and interests in the Tenant Leases to Assignee; and

WHEREAS, Assignee desires to accept and assume all of Assignor's rights, title and interests in the Tenant Leases.

THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

- 1. <u>Assignment</u>. Assignor hereby assigns, transfers, delegates, delivers, and sets over unto Assignee all of its rights, title, and interests in the Tenant Leases.
- 2. <u>Assumption</u>. Assignee hereby accepts and assumes the assignment, transfer, delegation, delivery, and setting over of all of Assignor's rights, title, and interests in the Tenant Leases.
- 3. <u>Representations and Warranties</u>. Assignor and Assignee represent and warrant the following as of the date of this Agreement:
 - a) By Assignor:
 - i. Assignor has the full power and authority to execute, deliver and perform Assignor's obligations under this Agreement.
 - ii. No default exists under any of the Tenant Leases.
 - a) By Assignee:
 - i. Assignee has the full power and authority to execute, deliver and perform Assignee's obligations under this Agreement.
 - ii. This Agreement has duly authorized by the City Council of Los Angeles and is binding upon Assignee.
- 4. <u>Indemnification</u>. With respect to the Tenant Leases, Assignor hereby agrees to indemnify, defend and hold Assignee, its board members, officers, agents, employees, members and managers (collectively, "Indemnitees") harmless from and against any and all claims, actions, damages, proceedings, costs and expenses, including without limitation, reasonable attorneys' fees and court costs, arising from or in any way related to Assignor's actions under the Tenant Leases, which arise prior to the Date of Sale for the Property from Assignor to Assignee. For purposes of this Agreement, the term "Date of Sale" shall mean April 30, 2025.

Similarly, with respect to the Tenant Leases, Assignee hereby agrees to indemnify, defend and hold Assignor and its Indemnitees harmless from and against any and all claims, actions, damages, proceedings, costs and expenses, including without limitation, reasonable attorneys' fees and court costs, arising from or in any way related to Assignee's actions under the Tenant Leases, which arise on or after the Date of Sale for the Property from Assignor to Assignee.

- 5. <u>Waiver and Modification</u>. No modification, waiver, amendment, discharge or change of this Agreement, nor any provision hereof, shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.
- 6. <u>Notices</u>. The representatives of the respective Parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:
 - a) The representative of Assignee is:

Frederick L. Jackson, Acting General Manager Economic and Workforce Development Department 444 Flower Street, 14th Floor Los Angeles, California 90071 Fred.Jackson@lacity.org

With copies to:

Blair Miller, Chief Grants Administrator Economic and Workforce Development Department 444 Flower Street, 14th Floor Los Angeles, California 90071 Blair.Miller@lacity.org

b) The representative of Assignor is:

Ryan Lefton, Secretary Agora Realty and Management, Inc. 4764 Park Granada, Suite 200 Calabasas, California 91302 ryan@agoraproperty.com

7. <u>Headings and Captions</u>. Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of its provision. Except where expressly noted otherwise, the language of this Agreement shall be construed according to its fair interpretation and not strictly for or against either Party.

- 8. <u>Governing Law.</u> This Agreement shall be interpreted under and pursuant to the laws of the State of California. In any action arising out of this Agreement, Each Party consents to personal jurisdiction, and agrees that any action to interpret or enforce the provisions of this Agreement shall be filed in the Superior Court of the County of Los Angeles.
- 9. <u>Binding on Successors</u>. This Agreement shall inure to the benefit of, and shall be binding on, the assigns, successors in interest, personal representatives, estates, heirs, and legatees of each of the Parties.
- 10. <u>Complete Agreement</u>. This Agreement contains the full and complete agreement between the Parties. Neither a verbal agreement nor conversation with any officer or employee of either Party shall affect or modify any of the terms and conditions of this Agreement.
- 11. <u>Severability</u>. If any term, provision, covenant or condition of this Agreement is held in a final disposition by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.
- 12. <u>Counterparts and Electronic Signatures</u>. This Agreement may be executed in one or more counterparts, and by the Parties in separate counterparts, each of which when executed shall be deemed an original but all of which taken together shall constitute one and the same agreement. The Parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

(The balance of this page is intentionally blank. Signatures appear on the next page.)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

| APPROVED AS TO FORM: HYDEE FELDSTEIN SOTO, City Attorney | For: THE CITY OF LOS ANGELES FREDERICK L. JACKSON, Acting General Manager | |
|---|--|--|
| | By signing below, the signatory attests that they have no personal, financial, beneficial, or familia interest in this contract. | |
| By: Robert P. Moore | By: Economic and Workforce Development | |
| Robert P. Moore Deputy City Attorney | Economic and Workforce Development Department | |
| Date: | Date: | |
| ATTEST: PATRICE Y. LATTIMORE, City Clerk | For: AGORA REALTY AND MANAGEMENT, INC., a California Limited Liability Company | |
| By: | By: | |
| Date: | Date: | |
| | | |
| City Tax Registration Certificate Number: 896218-0001 | -0 | |
| Internal Revenue Service ID Number: 95-4250849 | | |
| Council File Number: 25-0328 Date of Approval: A | pril 10, 2025 | |
| Said Agreement is Number of City Contr | racts | |