

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Agreement**”) is made and entered into as of _____, 2017, by and between the SUCCESSOR AGENCY TO THE CULVER CITY REDEVELOPMENT AGENCY, a public entity existing under the laws of the State of California and successor-in-interest to the former Culver City Redevelopment Agency (the “**Assignor**”), and the CITY OF CULVER CITY, a California municipal corporation (the “**Assignee**”).

RECITALS

A. The Assignor’s predecessor-in-interest and the City of Los Angeles, a municipal corporation, entered into that certain Lease, dated as of June 8, 1987, to provide for the preservation, restoration, and renovation of a historic building and for public park and recreational purposes on the City of Los Angeles property known as Ivy Substation (as amended from time to time, the “**Lease Agreement**”), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference.

B. Pursuant to Sections 4 and 15 of the Lease Agreement, the Assignor desires to assign to the Assignee all of the Assignor’s rights and obligations under the Lease Agreement (the “**Assigned Rights and Obligations**”), and the Assignee desires to accept and assume the Assignor’s rights and obligations under the Lease Agreement (the “**Assumed Rights and Obligations**”), such assignment and assumption to be effective as of the date of this Agreement. The Assigned Rights and Obligations and the Assumed Rights and Obligations are referred to collectively herein as the “**Lease Agreement Rights and Obligations**”.

NOW THEREFORE in consideration of these promises, and of the agreements, covenants and conditions contained in this Agreement and other good and valuable consideration, the parties hereto hereby agree as follows:

ARTICLE 1

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT RIGHTS AND OBLIGATIONS

1.1 Assignment. The Assignor assigns to the Assignee, as of the date of this Agreement, all of the Assignor’s rights, title and interest in and to the Lease Agreement Rights and Obligations.

1.2 Assumption. As of the date of this Agreement, the Assignee accepts the Assignor’s assignment of the Assigned Rights and Obligations and assumes the Assumed Rights and Obligations. From and after the date of this Agreement, the Assignee shall keep and perform all of the agreements, undertakings, and covenants of the Lease Agreement, including any Lease Agreement attachments, undertakings, covenants, and documents recorded pursuant to the Lease Agreement.

ARTICLE 2

RIGHTS AND REMEDIES

2.1 No Assignor Liability or Default for Assignee Breach. As of the date of this Agreement, any default or breach by the Assignee under the Lease Agreement following the date of this Agreement with respect to the Assumed Rights and Obligations shall not constitute a breach or default by the Assignor under the Lease Agreement and, provided that the Assignor is not in default under the terms of the Lease Agreement, shall not result in any remedies imposed against the Assignor.

2.2 No Assignee Liability or Default for Assignor Breach. Any default or breach by the Assignor under the Lease Agreement prior to or after the date of this Agreement, shall not constitute a breach or default by the Assignee under the Lease Agreement and, provided that the Assignee is not in default under the terms of the Lease Agreement, shall not result in: (i) any remedies imposed against the Assignee or (ii) modification or termination of the Lease Agreement.

ARTICLE 3

GENERAL PROVISIONS

3.1 No Joint Venture. Nothing contained herein shall be construed as creating a joint venture, agency, or any other relationship between the parties hereto other than that of assignor and assignee.

3.2 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance is found by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the full extent permitted by law; provided that, if the invalidation or unenforceability would deprive either the Assignor or the Assignee of material benefits derived from this Agreement or make performance under this Agreement unreasonably difficult, then the Assignor and the Assignee shall meet and confer and shall make good faith efforts to modify this Agreement in a manner that is acceptable to the Assignor and the Assignee.

3.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

3.4 Authority. Each person executing this Agreement represents and warrants that he or she has the authority to bind his or her respective party to the performance of its obligations hereunder and that all necessary board of directors', shareholders', partners' and other approvals have been obtained.

3.5 Assignee Address. For the purposes of any notices required to be given by the Lease Agreement, the Assignee's address is as follows:

City of Culver City
9770 Culver Blvd.
Culver City, CA 90232
Attn: Mr. Sol Blumenfeld, Community Development Director

3.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement in order to physically form one document.

[signatures begin on following page]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

“Assignor”

SUCCESSOR AGENCY TO THE CULVER CITY
REDEVELOPMENT AGENCY, a public entity
existing under the laws of the State of California
and successor-in-interest to the former Culver City
Redevelopment Agency

Dated: _____

By: _____
John M. Nachbar
Executive Director

APPROVED AS TO CONTENT:

By: _____
Sol Blumenfeld
Assistant Executive Director

ATTEST:

By: _____
Jeremy Green
Successor Agency Secretary

APPROVED AS TO FORM:

By: _____
Carol Schwab
Successor Agency General Counsel

By: _____
KANE, BALLMER & BERKMAN
Successor Agency Special Counsel

[Signatures Continue On Next Page]

“Assignee”

CITY OF CULVER CITY,
a California municipal corporation

Dated: _____

By: _____
John M. Nachbar
City Manager

APPROVED AS TO CONTENT:

By: _____
Sol Blumenfeld
Community Development Director

ATTEST:

By: _____
Jeremy Green
Deputy City Clerk

APPROVED AS TO FORM:

By: _____
Carol Schwab
City Attorney

By: _____
KANE, BALLMER & BERKMAN
City Special Counsel

Attachment No. 4

Exhibit A

Lease Agreement

[behind this page]

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3

LEASE

LEASE BETWEEN CITY OF LOS ANGELES AND CULVER CITY REDEVELOPMENT AGENCY OF PROPERTY LOCATED AT THE INTERSECTION OF VENICE BOULEVARD AND CULVER BOULEVARD IN THE CITY OF LOS ANGELES, KNOWN AS "IVY SUBSTATION".

For preservation, Restoration, and Renovation of Historic Building and for Public Park and Recreational Purposes.

This lease is dated June 8, 1987, 1987. Lessor is the City of Los Angeles, a municipal corporation, hereinafter called "Los Angeles." The lessee is the Culver City Redevelopment Agency, a public body corporate and politic, hereinafter called "Agency."

RECITALS

Los Angeles, is the owner of certain real property hereinafter called "Property," located at the intersection of Culver Boulevard and Venice Boulevard. The Property is located within the City of Los Angeles. The Property is improved with a building known as "Ivy Substation." It is legally described in Exhibit A attached hereto. The real property and the building are not presently used by Los Angeles.

The Property was acquired by use of revenue derived from taxes imposed on motor vehicle fuels. A portion of the real property acquired was improved as a public street. The Property described in Exhibit A is the remainder thereof. Pursuant to the provisions of Article 19, Section 8 of the California

1 Constitution such remainder properties may be held and used for
2 local public park and recreational purposes.
3

4 The Property is adjacent to a redevelopment area ad-
5 ministered by Agency. The improvement of the Property and use
6 thereof for local public park and recreational purposes is
7 beneficial to the territory of the redevelopment project.
8 Therefore, it is practical and desirable for Agency to improve
9 the Property and thereafter maintain it for public park and
10 recreational purposes, as more particularly set forth.
11

12 The Ivy Substation building is a structure on the National
13 Register of Historic Places and is also City of Los Angeles
14 Historic-Cultural Monument No. 182. It is therefore desirable
15 that the building be preserved, restored and renovated, and that
16 all work on the building and the surrounding land be done in a
17 manner which will not unnecessarily impair the historic and
18 cultural values of the building. Agency is willing to improve
19 and thereafter maintain the Property with this objective in mind.
20

21 The leasing of the Property to Agency will be beneficial to
22 the City of Los Angeles. Such lease will allow the Property and
23 the building to be preserved, restored and renovated without
24 expense to Los Angeles and will allow the same to be maintained
25 without expense to Los Angeles; while at the same time residents
26 of Los Angeles will be able to utilize the Property and enjoy
27 same to the same extent as residents of Culver City.
28

Attachment No. 4
Exhibit A

1 Therefore, to effectuate the above intent, Los Angeles
2 leases the Property to Agency and Agency accepts the Property
3 from Los Angeles upon the following terms and conditions.

4
5 1. Description of Leased Property
6

7 The Property hereby leased is legally described on Exhibit
8 A. It is illustrated on Exhibit B. It is located in the City of
9 Los Angeles, County of Los Angeles, State of California. It is a
10 part of the triangular shaped block bounded by Venice Boulevard
11 on the northwest, Culver Boulevard on the northeast, and Canfield
12 Avenue on the southwest.

13
14 2. Purpose of Lease
15

16 Los Angeles and Agency have entered into this lease agree-
17 ment for two purposes:

18
19 (1) To cause the preservation, restoration and
20 renovation of the Ivy Substation building and to cause the im-
21 provement of the surrounding land with landscaping, incidental
22 improvements, and otherwise in a manner consistent with the
23 preservation of the Ivy Substation as an historic building; and
24

25 (2) To allow the Ivy Substation building and the
26 surrounding land to be operated, maintained and used for the
27 benefit and enjoyment of the people of Los Angeles and of the
28 City of Culver City for public park and recreational purposes.

3. Consideration by Agency

It is understood and agreed that the primary consideration from Agency for this lease is the improvement, operation and maintenance of the Property by Agency for the stated purposes. No monetary rental shall be paid to Los Angeles for the use of the Property. In the event Agency makes a net profit through the receipt of fees and/or rental arising from the operation of the Property, including the operation of incidental uses then such net profit shall be placed in a fund and separately accounted for, and said net profit and any interest or other earnings which may accrue thereon shall be used only for the maintenance, operation and reserve for capital replacement of the Property and improvements thereon. Fees may be charged for the use of the Property for park and recreational purposes but on a basis that such fees shall not exceed the amount necessary to pay expenses and provide reserves for replacement of equipment and improvements.

"Net profit" as used in this section means those sums received in excess of the costs of maintenance, operation and reserve for capital replacement of the Property and improvements thereon without deduction for or consideration of any depreciation, amortization, interest or indebtedness, or recapture of investment.

4. Use of Property

The Property hereby leased and the restored and renovated Ivy Substation building shall be used only for park and recreational purposes including commercial business uses incidental thereto. Commercial uses of the property by sublessees or licensees of portions of the Ivy Substation or of portions of the surrounding land which further the purposes of this lease and which comprise cumulatively less than a substantial portion of the property are "incidental uses." The following incidental uses are permitted by this lease without any further approval of Los Angeles; subject to the 30 day right of reasonable objection set forth hereinbelow in this paragraph 4:

a) Restaurant/food service consession not including the sale of alcoholic beverages;

b) Gift/souvenir shop.

All other incidental uses are permitted by this lease subject to the approval of Los Angeles. The interior of the Ivy Substation building is to be designed, improved and used as a "multi-purpose center," that is: a facility where members of the public, community groups or organizations and governmental agencies may hold meetings, events, shows, concerts, exhibits, classes, banquets, and similar private or public functions or affairs. Any use of the Ivy Substation building or other portions of the Property for commercial or business purposes shall always be incidental and subsidiary to the above primary purposes.

1 After completion of restoration the Property shall be
2 operated, maintained and kept in suitable repair for public park
3 and recreational use and as a historic building and for the
4 benefit, convenience and enjoyment of the public without dis-
5 crimination based on disability, race, ancestry, creed, marital
6 status, ethnic origin, age, sex, or city of residence.

7
8 Any use of the Property, the Ivy Substation building, or
9 other buildings, or any portion thereof, for other incidental
10 business uses, shall be pursuant to a written sublease or license
11 agreement which shall be subject to the reasonable prior written
12 approval of the City of Los Angeles which shall be given or
13 denied within sixty (60) days. Agency shall notify Los Angeles
14 of the identity of the proposed subtenant. Unless Los Angeles
15 reasonably objects in writing to Agency within 30 days of
16 Agency's notice to Los Angeles, the proposed subtenant shall be
17 deemed approved by Los Angeles.

18
19 5. Term of Lease

20
21 The term of this lease shall begin on the date inscribed
22 above and shall continue for a period of forty (40) years
23 therefrom. The term of the lease may be extended at the option
24 of Agency for an additional term of not to exceed ten (10) years,
25 provided Agency is not in default of its covenants under this
26 lease. Notice of exercise of the option must be given in writing
27 by Agency to Los Angeles no later than six (6) months prior to
28 the expiration of the initial term, and the notice shall state

1 the number of years, not to exceed ten (10) years, of the renewal
2 term. No more than one option may be exercised by Agency.

3
4 6. Covenants of Agency
5

6 At no cost to Los Angeles, Agency agrees to preserve the
7 exterior of the Ivy Substation building and to improve the sur-
8 rounding ground area, all of such work to be done according to
9 plans and specifications submitted by Agency and approved by the
10 City of Los Angeles City Engineer, Cultural Affairs Department
11 and Department of Building and Safety. All plans and specifica-
12 tions shall be prepared with due regard for the historic
13 significance of the Ivy Substation and with the objective of
14 preserving, restoring, and renovating the building and in full
15 conformity to the standards of the United States Secretary of
16 Interior for the rehabilitation of historic buildings.

17
18 In no event may the Ivy Substation or portions thereof be
19 demolished.

20
21 Notwithstanding the provision that preservation of the Ivy
22 Substation and improvement of the surrounding area shall be at no
23 cost to Los Angeles, Los Angeles agrees that it will perform all
24 of its duties of reviewing plans and specifications and/or issu-
25 ing permits and/or inspecting the work under "no-fee permits"
26 under which Los Angeles will not receive reimbursement of ex-
27 penses or compensation for performing its obligations or
28 exercising its rights under this lease, but only to the extent

1 that such fee, reimbursement or compensation is related to the
2 preservation, restoration and renovation of the Ivy Substation
3 and the surrounding areas. Fees, reimbursement or compensation
4 which are related to installation and/or construction of improve-
5 ments for incidental uses of the Property are not waived.
6

7 7. Periods of Time for Design and Construction, etc.
8

9 a) Within thirty (30) days of the date of this lease,
10 Agency shall commence or cause the commencement of preparation of
11 plans and specifications, including structural engineering and
12 design analysis, for the preservation, restoration and renovation
13 of the Ivy Substation building ("the Plans"). Such commencement
14 shall be deemed to occur when Agency submits to the Los Angeles
15 City Engineer ("City Engineer") and Department of Cultural
16 Affairs, a list of architectural/engineering firms (the "firms")
17 from which Agency proposes to solicit proposals for the prepara-
18 tion of the Plans.
19

20 The City Engineer and the General Manager of the Department
21 of Cultural Affairs (General Manager) shall have the right to add
22 not more than three (3) names to the list of firms and/or delete
23 from the list of firms those entities not acceptable to the City
24 Engineer or the General Manager for the preparation of the Plans.
25 All of such firms shall have experience in the restoration of
26 historic buildings in accordance with the standards of the United
27 States Secretary of Interior.
28

1 The City Engineer shall return the list of firms, with
2 changes if any pursuant to this subsection, within thirty (30)
3 days of the City Engineer's receipt of the list of firms from
4 Agency. If the list of firms is not returned by the City
5 Engineer to Agency within the specified thirty (30) day time
6 period, the list of firms as submitted by Agency shall be deemed
7 approved by the City Engineer for the preparation of the Plans.

8
9 b) Within forty five (45) days from the date of receipt
10 of the list of firms by the Agency from the City Engineer or from
11 the date the list is deemed approved, Agency shall solicit
12 proposals from the firms for the preparation of the Plans.
13 Proposals shall be submitted to Agency by the firms within forty
14 five (45) days of the date of solicitation of the proposals.
15 Agency shall select the firm having submitted the best proposal
16 to prepare the Plans within forty-five (45) days of receipt of
17 the proposals.

18
19 The Plans shall be prepared in two phases. Phase One of the
20 Plans shall consist of structural engineering design analysis and
21 preliminary exterior design and preliminary interior layout for
22 the Ivy Substation building renovation. Phase Two of the Plans
23 shall consist of the preparation of construction plans and
24 specifications for the Ivy Substation building renovation.

25
26 (c) Phase One of the Plans shall be submitted to Agency
27 within sixty (60) days of the execution of the contract by Agency
28 with the selected firm for the preparation of the Plans.

1 (d) Within forty five (45) days of receipt of Phase One of
2 the Plans Agency shall either:

3
4 1. If the Agency determines after review of
5 Phase One of the plans that Ivy Substation cannot be restored it
6 shall notify Los Angeles of such conclusion. In such event,
7 this lease will terminate and all obligations of Los Angeles and
8 Agency shall be null and void. Los Angeles and Agency shall each
9 bear its own costs without recourse against the other for such
10 costs and expenses. Notwithstanding the above, however, within
11 60 days Agency may notify Los Angeles that Agency wishes to
12 reconsider its conclusion, and Agency shall have 120 days to
13 submit Phase One plans for the said restoration, but may do so
14 only once. If Agency again determines that Ivy Substation cannot
15 be restored, and City Council of Los Angeles does not agree
16 therewith, the lease shall immediately terminate.

17
18 2. If Agency concludes that the Ivy Substation is
19 capable of being restored, Agency shall submit the Phase I plans
20 to Los Angeles for review, report and recommendation by the City
21 Engineer and the Cultural Affairs Department, and Los Angeles
22 shall have 30 days to furnish Agency with a written report. It
23 is intended that such report shall advise Agency of any objec-
24 tions Los Angeles may have to the preliminary design, so as to
25 allow further engineering and design to go forward with con-
26 fidence that Los Angeles will approve the final plans and
27 specifications if they are in substantial accord with the
28 preliminary design. After receipt of the report of Los Angeles,

Attachment No. 4
Exhibit A

1 Agency, after making such changes as are appropriate to satisfy
2 Los Angeles, shall authorize the architect to complete Phase Two
3 of the plans. Agency shall notify architect of such authoriza-
4 tion within 20 days after receipt of Los Angeles' report.

5
6 Phase Two of the plan shall be completed and submitted
7 to Agency within 180 days after Agency's notification to ar-
8 chitect of authorization to complete Phase II of the plans.

9
10 e) The Plans shall be submitted by Agency to the City
11 Engineer within forty-five (45) days following Agency's receipt
12 of the Plans. Los Angeles, acting by and through its City
13 Engineer, but with the advice and assistance of the Board of
14 Cultural Affairs and its staff, shall review the Plans and
15 specifications and shall approve same or require specific correc-
16 tions or changes within forty-five (45) days following submission
17 the Plans and specifications to Los Angeles. Said period of time
18 to review the Plans and specifications may be extended for an
19 additional forty-five (45) day period by the City Engineer by a
20 writing so stating. The extension period shall extend the times
21 set forth in this subsection.

22
23 A designated staff member or designated staff members of the
24 Los Angeles' Bureau of Engineering and a designated staff member
25 or designated staff members of Los Angeles Department of Cultural
26 Affairs shall be available at reasonable times on reasonable
27 notice to consult with the architect or engineer who is preparing
28

1 the Plans. Such consultation will be provided at no charge to
2 Agency.

3
4 f) Within 15 days following receipt of the Plans from the
5 City Engineer with appropriate notations as to items requiring
6 changes to be inconsistent with the preliminary design, Agency
7 shall make such changes and resubmit the Plans to the City
8 Engineer. Within 15 days following the City Engineer's receipt
9 of the Plans as resubmitted, the City Engineer shall approve the
10 Plans if they are consistent. If the Plans are not approved or
11 disapproved within this 15 day period the Plans as resubmitted
12 shall be deemed approved.

13
14 g) Following receipt of the Plans as approved from the
15 City Engineer, Agency shall advertise the Plans for competitive
16 bid for the physical work to be performed. Bids shall be
17 received, opened publicly, and the contract awarded to the lowest
18 responsive and responsible bidder, within one hundred eighty
19 (180) days after the return of the Plans to the Agency by the
20 City Engineer, or after the date upon which the Plans must be
21 returned to Agency, pursuant to subsection (f), hereof.

22
23 h) The selected bidder shall apply to Los Angeles for all
24 required permits for the work within thirty (30) days of the date
25 of award of bid. Physical work shall commence within thirty (30)
26 days of the issuance of the required permits by Los Angeles, and
27 shall be pursued diligently to completion. Completion of the
28

1 work shall occur within two years from the date of commencement
2 of the work.

3
4 8. Bonds

5
6 Before any work is commenced upon the Ivy Substation or on
7 any other portion of the Property, Agency shall obtain or cause
8 the contractor for such project to obtain a bond to guarantee
9 payment of labor and material furnished to the project in an
10 amount and in form sufficient to meet the requirements of
11 California Civil Code Section 3248 and a bond to guarantee
12 completion of the project, which latter bond will be in favor of
13 Los Angeles as well as in favor of Agency and both of which bonds
14 shall be subject to the reasonable approval of the City Attorney
15 of Los Angeles.

16
17 9. Insurance

18
19 In the event Agency acquires public liability and/or
20 property damage insurance, Los Angeles shall be designated as an
21 additional insured thereon. The providing of such insurance,
22 however, shall not affect or limit Agency's obligations under the
23 provisions of paragraph 10 (Hold Harmless).

24
25 In the event Agency acquires fire and casualty insurance for
26 the improvements upon the property, and if a casualty occurs, the
27 proceeds of such insurance shall be used to repair the building
28 if the damaged building or buildings are repairable. If the

Attachment No. 4
Exhibit A

1 improvements are destroyed or so damaged as to not be repairable,
2 or if the proceeds received are in excess of the cost of repair
3 the insurance proceeds or the excess proceeds if a portion is
4 used for repair shall be divided between Agency and Los Angeles
5 in a proportion as follows:

6
7 To Agency, an amount equal to the insurance proceeds or
8 excess proceeds multiplied by the remaining term of the lease,
9 without any consideration of any option right, divided by forty
10 (40). To Los Angeles, the balance of the insurance proceeds.
11 For example, if non-repairable damage occurs in the eleventh year
12 of the lease (after the tenth anniversary but before the eleventh
13 anniversary) any insurance recovery shall be shared seventy-five
14 (75) percent to Agency, twenty-five (25) percent to Los Angeles.
15 Provided that Agency shall always be entitled to receive no less
16 than the total amount of its costs and expenses of the
17 rehabilitation and/or construction of improvements on the site to
18 the extent of the proceeds of insurance.

19
20 10. Hold Harmless

21
22 Agency agrees to save and hold Los Angeles harmless from all
23 claims or liability arising out of or in connection with the
24 improvement, operation and/or maintenance of the Property by
25 Agency and/or the use of the Property by licensees or sublessees,
26 including the providing of a defense to Los Angeles and the
27 payment of any and all attorney's fees and costs of suit which
28 may be incurred by Los Angeles, provided, the provisions of this

1 section shall not apply to any liability of Los Angeles which is
2 proximately created by the negligence of an officer or employee
3 of Los Angeles.

4
5 11. Maintenance
6

7 The building and surrounding area shall be maintained in a
8 clean, neat, attractive and safe condition at the sole cost of
9 Agency, and Los Angeles shall have no obligation to pay any
10 portion of such cost. Agency may, in sublease, license and/or
11 other use agreements with third parties, secure from such third
12 parties the performance of such maintenance obligation. However
13 the obtaining of such obligation from a third party shall not
14 affect Agency's responsibility to maintain the Property.
15

16 12. Laws, Ordinances and Regulations
17

18 Agency agrees to abide by and conform with any and all ap-
19 plicable laws of the State of California and/or ordinances of the
20 County of Los Angeles and/or City of Los Angeles, whichever are
21 applicable, in the operation of the Property and to require that
22 any sublessee, licensee, or other user of the Property also so
23 conform. Agency may establish regulations to govern the use of
24 the Property by sublessees, licensees, or any other users of the
25 Property, including members of the public, so long as such
26 regulations do not violate State law, County of Los Angeles
27 ordinance and City of Los Angeles ordinance.
28

1 13. Improvements

2
3 Agency may from time to time make improvements to the
4 Property or alter and modify same, and it may do so without the
5 consent or approval of Los Angeles, provided, however, that any
6 changes to the Ivy Substation building exterior and any major
7 alterations to the Ivy Substation interior or construction of new
8 structures will not be done without first seeking and obtaining
9 the approval of Los Angeles. At all times the Property shall
10 remain in the ownership and within the governmental control of
11 Los Angeles, subject to this lease. However, once Los Angeles
12 has approved the Plans for the Property, phased implementation of
13 the plan and phased construction of the additional improvements
14 shall be deemed approved and additional approvals from Los
15 Angeles shall not be required so long as said plans are followed.
16 The provisions of these sections shall not excuse compliance with
17 laws, ordinances or regulations applicable to persons generally
18 owning, constructing, or operating properties in Los Angeles.

19
20 14. Title to Improvement

21
22 In lieu of monetary consideration for this lease, it is
23 intended that Los Angeles receive compensation for its lease of
24 this Property by the preservation, restoration and renovation of
25 the Ivy Substation building, by the construction and installation
26 of other improvements on the Property and also the operation and
27 maintenance thereof for public park and recreational purposes.
28 If any portion of such considerations were not to be received by

Attachment No. 4
Exhibit A

1 Los Angeles, Los Angeles would not have entered into this lease.
2 Therefore, any and all improvements to the Property, shall be
3 deemed to be improvements to the land as soon as affixed thereto.
4 Such improvements, however, shall remain in full control and
5 management of Agency for the purpose of use, maintenance, repairs
6 and/or replacement. Agency shall neither commit not permit any
7 waste to the improvements. The improvements constructed, in-
8 stalled or placed on the Property may be removed therefrom if
9 they are replaced with another item of equal or greater value but
10 not otherwise. All improvements on the property at the time this
11 lease terminates shall be fully vested in and the property of Los
12 Angeles without payment of any further compensation or other
13 consideration to Agency, except that Agency and/or any sublessee
14 shall remain the owner of trade fixtures and may remove same.

15 If the Property is in such a condition as to constitute a
16 nuisance, then Agency shall abate the nuisance, including clear-
17 ing the Property, if necessary, at its expense but only to the
18 extent of insurance proceeds, if any.

19
20 15. Assignment or Sublease

21
22 Except as expressly permitted by Section 4 of this lease
23 (Use of Property) and by this Section, Agency shall not assign or
24 sublet the Property, or any part thereof, or allow the same to be
25 used for any other uses than those specified in this lease, nor
26 shall Agency transfer, assign, or any manner convey the rights or
27 privileges herein granted without first obtaining the written
28 approval of Los Angeles, and any assignment or sub-lease other

1 than those permitted by Section 4, not previously approved in
2 writing by Los Angeles shall be void.

3
4 The provisions of this section of the lease, however, shall
5 not prohibit Agency from assigning this lease to another local
6 government agency having the power and authority to operate the
7 Property for public park and recreational purposes, including but
8 not limited to the City of Culver City, nor from granting ex-
9 clusive licenses for limited periods of time for special events
10 by community based organizations, whether based in Culver City or
11 in Los Angeles or elsewhere, and which may be either profit or
12 non-profit. This Section shall also not prohibit licenses for
13 the non-exclusive use of the Property, whether of the entire
14 Property or a portion thereof, and whether a single use or oc-
15 cupancy or a series thereof, which licenses do not, by their
16 terms, run for a period of more than one year. It shall also not
17 prohibit rental of small storage areas (such as for office sup-
18 plies, athletic equipment or theatrical scenery) where the right
19 to exclusive use of such areas will terminate by the terms of a
20 written agreement within one year.

21
22 16. Delays
23

24 A primary objective of Los Angeles and Agency is the preser-
25 vation, restoration and renovation of the Ivy Substation
26 Building. In the event the process of preservation, restoration
27 and renovation does not commence within the period of time as
28 specified in Section 7 (Period of Time for Design, Construction,

Attachment No. 4
Exhibit A

1 etc.) and so long as said delay does not continue for a period in
2 excess of two (2) years, such delay will be excused if caused by
3 strikes or other labor action, acts of God, government regula-
4 tions, other conditions beyond the reasonable control of Agency,
5 and delays so caused shall not constitute a default. In the
6 event preservation, restoration and renovation are not substan-
7 tially completed within the period of time for completing same as
8 stated in said section (Period of Time for Design, Construction,
9 etc.) and so long as such delay does not continue for a period of
10 excess of four (4) years, such delay will be excused if caused by
11 an act beyond the reasonable control of Agency. Following a
12 delay for a period of time beyond the two years or four years,
13 whichever is applicable, described above, the delay shall be a
14 default and Los Angeles may take the actions specified in Section
15 17 (Default) or any of the actions specified in said section,
16 regardless of whether the cause thereof is within or beyond the
17 reasonable control of Agency.

18
19 17. Default
20

21 In the event of default by Agency, the provisions of this
22 section shall provide Los Angeles' its remedies and procedures:
23

24 In the event the schedule mentioned in Section 7 (Period of
25 Time for Design, Construction, etc.) is neither met nor excused,
26 and substantial physical work has not commenced on the property
27 nor on the Ivy Substation building, Los Angeles may, at its
28 option, terminate this lease, retake possession, and proceed to

1 utilize the property and the building as though this lease had
2 never existed. In the event default by Agency occurs after the
3 completion of the preservation and renovation process, Los
4 Angeles shall serve Agency with a written notice specifying the
5 default and stating the period within which such shall be cured
6 not to be less than 30 days. If Agency shall have cured the
7 default specified in the notice within the period specified
8 therein after receipt of the notice, or if such default cannot
9 reasonably be cured within such period, and Agency has commenced
10 the process of curing same within 30 days and thereafter
11 prosecutes such cure with due diligence, then such default shall
12 no longer exist.

13
14 Alternatively Los Angeles may commence appropriate legal
15 action to terminate this lease, or for damages, or for other
16 appropriate relief.

17
18 18. Termination by Agency
19

20 Agency may terminate this lease at any time without further
21 obligation by giving Los Angeles notice of such termination
22 providing such notice is given prior to restoration or renovation
23 commencing upon the property or the Ivy Substation building.
24 Agency may also terminate this lease after completing restoration
25 and renovation of the Ivy Substation building if all sublessees
26 or licensees have terminated their rights in the property or
27 consented in writing to Los Angeles terminating such rights. It
28 is the intent of this agreement and of the parties that if Agency

1 commences work of restoration of the Ivy Substation building it
2 shall complete such work regardless of Agency having a desire to
3 terminate this lease.

4
5 19. Eminent Domain

6
7 In the event all or any portion of the Property is acquired
8 by eminent domain or by purchase of the premises for public use,
9 the award or payment therefore shall be divided as follows:

10
11 As to the land, including any severance damages to the land
12 portion of a larger parcel, Los Angeles shall be entitled to
13 receive the value thereof. As to the improvements, the award or
14 payment for improvements shall first be applied to reimburse the
15 Agency for its costs and expenses arising out of the rehabilita-
16 tion and/or construction of improvements on the Property and any
17 remaining balance shall be payable to Los Angeles as its
18 property. The award or payment for damaging of improvements
19 shall be used to repair the improvements, if they are repairable.
20 Any excess of the award or payment over the reasonable cost of
21 repair including but not limited to the award for trade fixtures
22 and/or for loss of business goodwill shall be shared by Los
23 Angeles and Agency in the proportion established for the sharing
24 of insurance proceeds by Section 9 (Insurance.) The award or
25 payment for trade fixtures and for business goodwill belonging to
26 sublessees or sublicensees shall be made to the persons entitled
27 thereto according to their interests.
28

1 20. Amendments to Lease, Not a Dedication

2
3 - This lease may be terminated at any time by mutual written
4 agreement of Los Angeles and Agency. It may be amended at any
5 time by mutual written agreement of Los Angeles and Agency. By
6 entering into this lease it is not intended that the Property
7 which is leased be dedicated or devoted to park and recreational
8 purposes other than during such time as the lease is in exist-
9 ence. If the lease is terminated, or amended to provide for some
10 other use, or terminated by reason of passage of time, the
11 Property may be used by Los Angeles or Agency for any purpose.
12 It is not intended that the Property hereby leased be dedicated
13 and/or devoted to park and recreational purpose beyond the extent
14 or beyond the periods specified in this lease.

15
16 21. Taxes

17
18 If the lease, or any sublease or license granted in the
19 Property, results in the imposition of property taxes, assess-
20 ments, or other levies on the Property, Agency will pay such
21 taxes, assessments or levies within such period of time as they
22 may be due and payable and will further pay any and all
23 penalties, interest, or other charges which may be imposed be-
24 cause of a delinquency in payment of such taxes, assessments or
25 other levies.

26
27 This lease, and any sublease or license of the Property, may
28 create a possessory interest subject to property taxation and

Attachment No. 4
Exhibit A

1 Agency, sublessee or licensee may be subject to a levy and pay-
2 ment of taxes on said interest. In the event Agency shall make
3 any sublease or license of the Property or any portion thereof,
4 Agency shall include in its sublease or license document a clause
5 substantially as above or such other clauses as may be specified
6 in Section 107.6 of the California Revenue and Taxation Code or
7 in any replacement of such section.

8
9 22. Alcoholic Beverages

10
11 Beer, Wine and distilled liquors, and other forms of al-
12 coholic beverages may be dispensed, sold or offered for sale on
13 the Property without prior written approval of Los Angeles during
14 special events to which the public is not admitted, whether or
15 not consideration is paid or donations solicited, but not other-
16 wise unless the express written approval of Los Angeles is given
17 prior to such dispensing or selling of alcoholic beverages. If
18 any sublessee or licensee on the Property desires to dispense,
19 sell or offer to sell such alcoholic beverages as a part of its
20 business and as an incidental use upon the Property, such shall
21 be expressly stated in the sublease or license agreement and such
22 shall be subject to the approval or disapproval of Los Angeles.

23
24 23. Use by City of Los Angeles Residents and Organization

25
26 The Property at all time shall be available for use by resi-
27 dents of Los Angeles or organizations headquartered in the Los
28 Angeles or composed of residents of Los Angeles without

1 discrimination. No preference will be given in reserving the use
2 of the property for particular person or organization because of
3 residence or being headquartered in Culver City or Los Angeles.
4

5 24. Review of Financial Records
6

7 Los Angeles, by its employees or by independent accountants
8 or auditors, may at reasonable times review the financial records
9 of the Agency relating to the property and all income and ex-
10 penses connected therewith. Agency shall maintain accounting
11 records relating to the property.
12

13 25. Severability
14

15 If any provision of this lease or the application thereof is
16 held invalid, the remainder of the lease and/or the application
17 of any affected provision to other persons or circumstances shall
18 not be affected. A provision of this lease not declared invalid
19 shall remain in full force in effect.
20

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

26. Notices

Notices required or given under the lease shall be given to
Los Angeles at the following address:

City of Los Angeles

200 North Main Street

8th Floor, City Hall East

Los Angeles, CA 90012

Attention: General Manager, Department of General
Services

Notices to Agency shall be given as follows:

Culver City Redevelopment Agency

9770 Culver Boulevard

Culver City, CA 90232-0507

Attention: Executive Director

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This lease was approved by the City Council of the City of
Los Angeles on NOVEMBER 7, 1986, in Council File
No. 84-0140, ORDINANCE No. 161758 It was approved by the Culver City Redevelopment
Agency on _____.

APPROVED AS TO FORM:

CITY OF LOS ANGELES

Date: DEC 31, 1986
James K. Hahn
City Attorney

By: [Signature]
Assistant City Attorney

[Signature]
Tom Bradley, Mayor JUN 8 1987

APPROVED AS TO FORM:

CULVER CITY REDEVELOPMENT AGENCY

[Signature]
AGR/CCRA/IVY/SUBSTATION/1

[Signature]

ATTEST: ELIAS MARTINEZ, City Clerk
By [Signature] Deputy
June 12, 1987



Attachment No. 4
Exhibit A

IVY SUBSTATION

EXHIBIT A

Those portions of Lot 1, Block 17 and Lot B, both of Tract No. 2444, as per map recorded in Book 24, pages 5, 6 and 7 of Maps, in the Office of the County Recorder of Los Angeles County, included within a parcel of land, bounded and described as follows:

Commencing at the intersection of a line parallel with and distant 30 feet southwesterly measured at right angles from the northeasterly line and its southeasterly prolongation of Durango Avenue, 60 feet wide, formerly McMillan Avenue, with the southwesterly prolongation of the northwesterly line of Venice Boulevard, 40 feet wide, as said streets are shown on the map of Tract No. 2997, recorded in Book 35, page 15 of Maps, in the Office of said County Recorder; thence southeasterly along said parallel line to a line parallel with and distant 118 feet southeasterly measured at right angles from said southwesterly prolongation of the northwesterly line of Venice Boulevard, said last-mentioned parallel line to be hereinafter referred to as "Line A"; thence North $55^{\circ}42'15''$ East along said "Line A" 199.64 feet to a point, said point to be the TRUE POINT OF BEGINNING for purposes of this description; thence northeasterly, southerly and southwesterly along a tangent curve concave to the Southwest and having a radius of 27 feet, through a central angle of $170^{\circ}07'46''$ an arc distance of 80.17 feet; thence southwesterly along a reverse curve concave to the Southeast and having a radius of 810 feet, through a central angle of $4^{\circ}30'47''$ an arc distance of 63.80 feet to the northwesterly line of the southeasterly roadway of Venice Boulevard, 50 feet wide, as said last-mentioned northwesterly line is described in the Final Judgment recorded in Book 11417, page 67 of Official Records, in the Office of said County Recorder; thence South $55^{\circ}42'15''$ West along said last-mentioned northwesterly line 119.60 feet; thence southwesterly along a tangent curve concave northwesterly and having a radius of 268.75 feet, through a central angle of $0^{\circ}07'25''$ an arc distance of 0.58 feet to the southwesterly line of said Lot 1; thence North $33^{\circ}52'00''$ West along said southwesterly line 67 feet to said "Line A"; thence North $55^{\circ}42'15''$ East along said "Line A" 177.40 feet to the TRUE POINT OF BEGINNING.

ALSO, that portion of said southeasterly roadway of Venice Boulevard, 50 feet wide, vacated by Resolution to Vacate No. 84-01795, recorded as Document No. 84-468383, of Official Records, in the Office of said County Recorder, bounded and described as follows:

-2-

Commencing at the southwesterly terminus of the hereinabove described curve having a radius of 810 feet and an arc length of 63.80 feet; thence North $55^{\circ}42'15''$ East along the northwesterly line of said southeasterly roadway of Venice Boulevard 0.38 feet to the TRUE POINT OF BEGINNING; thence South $55^{\circ}42'15''$ West along said last-mentioned northwesterly line 119.98 feet; thence southwesterly along a tangent curve concave northwesterly and having a radius of 268.75 feet, through a central angle of $0^{\circ}07'25''$ an arc distance of 0.58 feet to the southwesterly line of Lot 1, said Block 17; thence South $33^{\circ}52'00''$ East along the southeasterly prolongation of said southwesterly line 25.09 feet; thence northeasterly along a curve concave southeasterly and having a radius of 35 feet, through a central angle of $32^{\circ}10'35''$ an arc distance of 19.66 feet, a radial line passing through the southwesterly terminus of said curve bears South $11^{\circ}18'57''$ East; thence northeasterly along a reverse curve concave northwesterly and having a radius of 15 feet, through a central angle of $40^{\circ}37'45''$ an arc distance of 10.64 feet; thence northeasterly along a reverse curve concave southeasterly and having a radius of 810 feet, through a central angle of $6^{\circ}42'51''$ an arc distance of 94.92 feet to the TRUE POINT OF BEGINNING.

