MEETING DATE: **04/21/2014**

AGENDA ITEM: **SUCCESSOR AGENCY AGENDA ITEM: PUBLIC HEARING - Adoption of a Resolution Approving and Recommending that the Oversight Board Approves (1) the Sale and Transfer of Real Property at 9300 Culver Blvd to Combined/Hudson 9300 Culver LLC (Developer) in Accordance With the Terms of the DDA Between the Developer and the City of Culver City Pursuant to the Approved Long Range Property Management Plan, (2) Approving the Grant Deed, (3) Approving the Successor Agency's Remittance of the Net Purchase Price Proceeds Received by the Successor Agency After Close of Escrow to the County for Distribution to Taxing Entities, and (4) Approving Related Actions.**

ATTACHMENTS

RESOLUTION NO. 2014-SA____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE CULVER CITY REDEVELOPMENT AGENCY APPROVING, AND RECOMMENDING TO ITS OVERSIGHT BOARD APPROVAL OF, (1) THE SALE AND TRANSFER OF CERTAIN REAL PROPERTY (9300 CULVER BOULEVARD, ASSESSOR'S PARCEL NO. 4206-029-934, "DEVELOPER PARCEL") TO COMBINED/HUDSON 9300 CULVER LLC ("DEVELOPER") IN ACCORDANCE WITH THE TERMS OF THAT CERTAIN DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN DEVELOPER AND THE CITY OF CULVER CITY DATED JANUARY 31, 2012, PURSUANT TO THE LONG RANGE PROPERTY MANAGEMENT PLAN APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCE ON MARCH 18, 2014; (2) THE GRANT DEED TO EFFECTUATE SAID DISPOSITION OF THE DEVELOPER PARCEL; (3) THE SUCCESSOR AGENCY'S REMITTANCE OF THE NET PURCHASE PRICE PROCEEDS RECEIVED BY THE SUCCESSOR AGENCY AFTER CLOSE OF ESCROW TO THE LOS ANGELES COUNTY AUDITOR-CONTROLLER FOR DISPOSITION TO TAXING ENTITIES; AND (4) RELATED ACTIONS.

WHEREAS, Assembly Bill No. X1 26 (2011-2012 1st Ex. Sess.) (referred to herein as "Dissolution Act") was signed by the Governor of California on June 28, 2011, making certain changes to the California Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the California Health and Safety Code) (the "Redevelopment Law") and to the California Health and Safety Code ("H&S Code") including adding Part 1.8 (commencing with Section 34161) ("Part 1.8") and Part 1.85 (commencing with Section 34170) ("Part 1.85") to Division 24 of the H&S Code; and

WHEREAS, on December 29, 2011, the California Supreme Court delivered its decision in *California Redevelopment Association v. Matosantos*, finding the Dissolution Act largely constitutional and reformed certain deadlines set forth in the Dissolution Act; and

WHEREAS, pursuant to the Dissolution Act, as modified by the California Supreme Court on December 29, 2011 by its decision in California Redevelopment Association v. Matosantos, all California redevelopment agencies, including the Culver City Redevelopment Agency ("Former CCRA"), were dissolved on February 1, 2012, and successor agencies were designated and vested with the responsibility of paying, performing and enforcing the enforceable obligations of the former redevelopment agencies and expeditiously winding down the business and fiscal affairs of the former redevelopment agencies; and

WHEREAS, the City Council of the City of Culver City adopted Resolution No. 2012-R001 on January 9, 2012, pursuant to Part 1.85 of the Dissolution Act, accepting for the City the role of successor agency to the Former CCRA ("Successor Agency"); and

WHEREAS, on February 6, 2012, the Board of Directors of the Successor Agency, adopted Resolution No. 2012-SA001 naming itself the "Successor Agency to the Culver City Redevelopment Agency", the sole name by which it will exercise its powers and fulfill its duties pursuant to Part 1.85 of the Dissolution Act and establishing itself as a separate legal entity with rules and regulations that will apply to the governance and operations of the Successor Agency; and

WHEREAS, the Dissolution Act was amended by Assembly Bill No. 1484 ("AB 1484") on June 27, 2012, which, among other things, imposed procedures for the Successor Agency's disposition of certain Former CCRA-owned real property including the required preparation of a Long Range Property Management Plan ("LRPMP") specifying the use and disposition of all such property and for the required approval of the LRPMP by the California Department of Finance ("DOF"). The Dissolution Act has since been further amended by Assembly Bill No. 1585, Senate Bill No. 341 and Assembly Bill No. 471; and

WHEREAS, pursuant to the Dissolution Act, each successor agency shall have an oversight board with fiduciary responsibilities to holders of enforceable obligations and to the taxing entities that benefit from distributions of property taxes and other revenues pursuant to H&S Code Section 34188 of the Dissolution Act; and

WHEREAS, the oversight board has been established for the Successor Agency (hereinafter referred to as "Oversight Board") and all seven (7) members have been appointed to the Oversight Board pursuant to H&S Code Section 34179. The duties and responsibilities of the Oversight Board are primarily set forth in H&S Sections 34179 through 34181 of the Dissolution Act; and

WHEREAS, pursuant to H&S Code Section 34191.5(b) of the Dissolution Act, on July 18, 2013, the Successor Agency prepared and submitted to the DOF for approval its LRPMP, as approved by its Oversight Board, that addressed the disposition and use of certain real properties of the Former CCRA. On March 13, 2014, the Successor Agency prepared and submitted to the DOF for approval certain revisions to its LRPMP, as approved by its Oversight Board, that addressed changes to the disposition of certain parking parcels of the Former CCRA, including the subject Property (defined below), as described in the revised LRPMP; and

WHEREAS, the DOF, by letter dated March 18, 2014, issued its determination on the LRPMP, as revised, approving the Successor Agency's use and disposition of all the properties listed in the LRPMP. The DOF's letter states that its approval of the LRPMP took into account Resolution No. 2014-OB004 approving the revised LRPMP and accompanying Agenda Item Report and acknowledges the Successor Agency's submittal of its LRPMP on July 18, 2013 and the revised LRPMP on March 13, 2014; and

WHEREAS, the DOF-approved LRPMP provides for the Successor Agency's sale and transfer of that certain real property referenced by Assessor's Parcel No. 4206-029-934 and located at 9300 Culver Boulevard in Culver City, California ("Developer Parcel") to Combined/Hudson 9300 Culver LLC ("Developer') in accordance with the terms of that certain Disposition and Development Agreement by and between the City and the Developer dated January 31, 2012 ("DDA"); and

WHEREAS, the DDA provides for the development of a high quality office and retail complex, subterranean private and public parking improvements, and other public improvements including the public plaza and public parking components ("Project"), which is a component of the Town Plaza/Screenland cinema, restaurant, retail and office project (defined in the DDA as the "Town Plaza Project") located at 9530 Washington Boulevard and 9300-9310 Culver Boulevard, Culver City, California; and

WHEREAS, subject to the terms and conditions of the DDA, the Project consists of the construction of (i) a four level high quality office and retail complex with an Elevated Plaza and "Grand Stairs", providing approximately 115,108 square feet of gross building area containing a minimum of 32,654 square feet dedicated to retail and restaurant uses and containing a minimum of 55,470 gross square feet dedicated to office use and including public restrooms and a storage area, in addition to approximately 18,990 square feet of open space, and subterranean parking (defined in the DDA as the "Parcel B Improvements") on the Developer Parcel; and (ii) certain subterranean public parking improvements located adjacent to the Parcel B Improvements and a portion located within a portion of the Parcel B Improvements (defined in the DDA as "Public Parking Improvements"); and (iii) certain public improvements located adjacent to the Parcel B Improvements relating to the expansion of the Town Plaza Project (defined in the DDA as the "Town Plaza Expansion Improvements"); and

WHEREAS, the Successor Agency's sale and transfer of the Developer Parcel to the Developer will be for the "Final Purchase Price Payment" as defined in Section 301 of the DDA and in accordance with the terms and conditions set forth in the DDA. The net purchase price proceeds received by the Successor Agency after the Close of Escrow will be remitted by the Successor Agency to the Los Angeles County Auditor-Controller's Office for distribution to the taxing entities in accordance with H&S Code Section 34191.5(c)(2)(B) of the Dissolution Act; and

WHEREAS, in accordance with the California Environmental Quality Act ("CEQA") set forth in California Public Resources Code Section 21000 et seq., the State CEQA Guidelines set forth in Title 14, California Code of Regulations Section 15000 et seq., and procedures adopted by the City relating to environmental evaluation of public and private projects, the City certified a Final Supplemental Environmental Impact Report ("FSEIR") on May 3, 1999, which identified and analyzed the potential environmental impacts associated with the Project. This activity has been determined to be adequately addressed in the FSEIR for the Project, and there is no substantial change in circumstances, new information of substantial importance, or project changes which would warrant additional environmental review; therefore, no further environmental review is required under the CEQA pursuant to State CEQA Guidelines Section 15162; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, the Board of Directors of the Successor Agency to the Culver City Redevelopment Agency, DOES HEREBY RESOLVE as follows:

SECTION 1. The foregoing recitals are true and correct and are a substantive part of this Resolution.

SECTION 2. The Successor Agency Board has received and heard all oral and written objections to the Successor Agency's proposed sale and transfer of the Developer Parcel in accordance with the terms and conditions set forth in the DDA, pursuant to the DOF-approved LRPMP, and to other matters pertaining to this transaction, and that all such oral and written objections are hereby overruled.

SECTION 3. The Successor Agency Board hereby approves, and recommends to its Oversight Board the approval of, the sale and transfer of the Developer Parcel (9300 Culver Boulevard, Assessor's Parcel No. 4206-029-934) from the Successor Agency to the Developer for the Final Purchase Price Payment described in Section 301 of the DDA for development of the Project, all in accordance with the terms and conditions set forth in the DDA, pursuant to the DOF-approved LRPMP.

SECTION 4. The Successor Agency Board hereby approves, and recommends to its Oversight Board the approval of, the Grant Deed, in substantial form as the Grant Deed attached to the April 21, 2014 Successor Agency Agenda Item Report, Agenda Item No. C-2, that effectuates the Successor Agency's disposition of the Developer Parcel to the Developer.

SECTION 5. The Successor Agency Board hereby authorizes and directs, and recommends to its Oversight Board that it authorize and direct, the Executive Director, or designee, of the Successor Agency, to remit to the Los Angeles County Auditor-Controller's Office for distribution to the taxing entities in accordance with H&S Code Section 34191.5(c)(2)(B) of the Dissolution Act the net purchase price proceeds that are received by the Successor Agency after the Close of Escrow for the Successor Agency's sale and transfer of the Developer Parcel to the Developer in accordance with the terms and conditions set forth in the DDA, as approved by the DOF-approved LRPMP.

SECTION 6. The Successor Agency hereby authorizes and directs, and recommends to its Oversight Board that it authorize and direct, the Executive Director of the Successor Agency, or designee, (i) to take all actions and to execute any and all documents, instruments, and agreements necessary or desirable on behalf of the Successor Agency, as approved by the Executive Director of the Successor Agency and Successor Agency General Counsel, in order to implement and effectuate the sale of the Developer Parcel from the Successor Agency to the Developer in accordance with the terms and conditions set forth in the DDA, to remit the net purchase price proceeds received by the Successor Agency after the Close of Escrow to the Los Angeles County Auditor-Controller's Office for distribution to the taxing entities in accordance with H&S Code Section 34191.5(c)(2)(B) of the Dissolution Act, and to effectuate all other actions approved by this Resolution, including, without limitation, approving extensions of deadlines and amendments, changes, implementations, or revisions to documents, instruments, and agreements as determined necessary by the Executive Director, or designee, and executing all documents, instruments, and agreements on behalf of the Successor Agency as necessary or required including, without limitation, the Grant Deed, Memorandum of First Right of Offer, Right of Entry Agreement, and Release of Construction Covenants, and (ii) to administer the Successor Agency's obligations, responsibilities, and duties to be performed pursuant to this Resolution and all documents, instruments, and agreements required by and for the sale and transfer of the Developer Parcel from the Successor Agency to the Developer.

SECTION 7. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Successor Agency declares that its Board would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

SECTION 8. The adoption of this Resolution is not intended to and shall not constitute a waiver by the Successor Agency of any constitutional, legal or equitable rights that the Successor Agency may have to challenge, through any administrative or judicial proceedings, the effectiveness and/or legality of all or any portion of the Dissolution Act, any determinations rendered or actions or omissions to act by any public agency or government entity or division in the implementation of the Dissolution Act, and any and all related legal and factual issues, and the Successor Agency expressly reserves any and all rights, privileges, and defenses available under law and equity.

SECTION 9. The Successor Agency hereby determines that a Final Supplemental Environmental Impact Report ("FSEIR") was certified by the City on May 3, 1999, which identified and analyzed the potential environmental impacts associated with the Project. This activity has been determined to be adequately addressed in the FSEIR for the Project, and there is no substantial change in circumstances, new information of substantial importance, or project changes which would warrant additional environmental review; therefore, no further environmental review is required under the CEQA pursuant to State CEQA Guidelines Section 15162.

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SECTION 10. This Resolution shall take effect upon the date of its adoption.

APPROVED AND ADOPTED, this _____ day of _________________, 2014.

____
JEFFREY COOPER, Chair
City of Culver City

ATTEST:

____
MARTIN R. COLE, Secretary

APPROVED AS TO FORM:

____
for CAROL SCHWAB, Successor Agency General Counsel

A14-00317

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

THE SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE
CITY OF CULVER CITY
Attn: Sol Blumenfeld,
Community Development Director
9770 Culver Boulevard
Culver City, California 90232-0507

MAIL TAX STATEMENTS TO:

COMBINED/HUDSON 9300 CULVER LLC
c/o Combined Properties Incorporated
Attn: Property Management
9320 Wilshire Boulevard; Suite 310
Beverly Hills, California 90212

SPACE ABOVE THIS LINE FOR RECORDING USE

Assessor's Parcel No. 4206-029-934

Separate Statement of Tax Due Submitted
Per Revenue & Taxation Code § 11932

OFFICIAL BUSINESS
Document Entitled to Free Recording
Per Government Code §§ 6103 & 27383

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF CULVER CITY, a public entity existing under the laws of the State of California and successor-in-interest to the former Redevelopment Agency of the City of Culver City, herein called "Grantor", acting to carry out the Long Range Property Management Plan ("LRPMP") approved by the California Department of Finance on March 18, 2014 in accordance with Chapter 9 (commencing with Section 34191.1) of Part 1.85 of Division 24 of the California Health and Safety Code, and the Redevelopment Plan ("Redevelopment Plan") for the Culver City Redevelopment Project, Component Area 3 ("Project Area"), under the Community Redevelopment Law of the State of California, and for other municipal and public purposes, hereby grants to COMBINED/HUDSON 9300 CULVER LLC, a Delaware limited liability company, herein called "Grantee", the real property described in Exhibit "A" attached hereto ("Developer Parcel") and incorporated herein by this reference, subject to the existing easements, restrictions and covenants of record and consistent with the obligations of the Grantee and the City of Culver City ("City") under the DDA (defined below).

Whenever the term "Grantee" is used in this Grant Deed, such term shall include any and all successors and assigns of Grantee in and to the Developer Parcel, or any interest therein or any portion thereof.

1. Conveyance in Accordance With LRPMP, Redevelopment Plan, Disposition and Development Agreement. The Developer Parcel is conveyed in accordance with the LRPMP, and in accordance with and subject to the Redevelopment Plan and the Disposition and Development Agreement dated as of January 31, 2012 and entered into by and between the City and the Grantee ("Developer" therein) (the "DDA"), a copy of which is on file in the offices of the City Clerk of the City as a public record and which is incorporated herein by reference. DDA as used herein shall mean, refer to and include the DDA, as well as any riders, exhibits, addenda, implementation agreements, amendments, modifications, supplements and attachments thereto or other documents expressly incorporated by reference in the DDA. Any capitalized term not herein defined shall have the same meaning ascribed to such term in the DDA. All of the terms, covenants and conditions of this Grant Deed shall be binding upon the Grantee and the permitted successors and assigns of the Grantee.

2. Uses. In accordance with the DDA and the plans approved by the City, the Grantee shall develop and construct on the Developer Parcel a four level high quality office and retail complex with an Elevated Plaza and "Grand Stairs", providing approximately providing approximately 115,108 square feet of gross building area containing a minimum of 32,654 square feet dedicated to retail and restaurant uses and containing a minimum of 55,470 gross square feet dedicated to office use and including public restrooms and a storage area, in addition to approximately 18,990 square feet of open space, and subterranean parking ("Parcel B Improvements"), as more fully set forth in the DDA. In addition, as required by the DDA and subject to the approval of the City, and in accordance with the plans approved by the City, the Grantee shall, in conjunction with the development of the Parcel B Improvements, develop and construct on that certain real property to be owned and retained by the City and located adjacent to the Developer Parcel certain subterranean public parking improvements ("Public Parking Improvements") and certain public improvements relating to the expansion of the Town Plaza Project (defined in the DDA) ("Town Plaza Expansion Improvements"), as more fully set forth in the DDA. The Grantee hereby covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Developer Parcel or any part thereof, that upon the date of this Grant Deed and during construction through Completion of development and thereafter, the Grantee shall develop, maintain, use and devote the Developer Parcel to the uses specified in the DDA including, without limitation, operational and maintenance covenants and covenants reserved for the benefit of the Grantor, the City and the public, uses provided in that certain Reciprocal Easement Agreement to be executed by and between the City and Grantee and recorded against the Developer Parcel pursuant to the DDA, the Redevelopment Plan and this Grant Deed and in accordance with plans approved therefore by the City, for the periods of time specified therein. All uses conducted on the Developer Parcel, including, without limitation, all activities undertaken by the Grantee pursuant to the DDA, shall conform to the DDA, the Redevelopment Plan, plans approved by the City, and all applicable provisions of the Culver City Municipal Code. The foregoing covenants shall run with the land.

3. Restrictions on Transfer. The Grantee further agrees as follows:

a. For the period commencing upon the date of this Grant Deed, no voluntary or involuntary successor in interest of the Grantee shall acquire any rights or powers under the DDA or this Grant Deed, nor shall the Grantee make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Developer Parcel without the prior written approval of the Grantor or the City or as otherwise permitted pursuant to the DDA.

b. The Grantee shall not place or suffer to be placed on the Developer Parcel any lien or encumbrance other than mortgages, deeds of trust, or any other form of conveyance required for financing of the construction of the improvements on the Developer Parcel, and any other expenditures necessary and appropriate to develop the Developer Parcel pursuant to the DDA.

4. Nondiscrimination. The Grantee herein covenants by and for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the Grantee itself or any person claiming under or through the Grantee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land.

The Grantee shall refrain from restricting the rental, sale or lease of the Developer Parcel on the basis of race, color, religion, sex, marital status, ancestry or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

(b) In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

> "That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure, or

enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

(c) In contracts: "There shall be no discrimination against or segregation of, any person, or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the premises."

5. Reserved.

6. Violations Do Not Impair Liens. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage or deed of trust or security interest permitted by the DDA; provided, however, that any subsequent owner of the Developer Parcel shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such owner's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

7. Covenants Run With Land. All covenants contained in this Grant Deed shall be covenants running with the land. Except as provided hereunder and the DDA, all of the Grantee's obligations and covenants hereunder shall remain in effect in perpetuity.

8. Covenants For Benefit of Grantor and City; City as Third Party Beneficiary.

a. All covenants without regard to technical classification or designation, legal or otherwise, shall be, to the fullest extent permitted by law and equity, binding for the benefit of the Grantor, the City, and their successors and assigns, and such covenants shall run in favor of, and be enforceable by, the Grantor, the City, and their successors and assigns, against Grantee, its successors and assigns, to or of the Developer Parcel conveyed herein or any portion thereof or any interest therein, and any party in possession or occupancy of the Developer Parcel or portion thereof, for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor or the City is or remains an owner of any land or interest therein to which such covenants relate. The Grantor, the City, and their successors and assigns, in the event of any breach of any such covenants, shall have the right to exercise all the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach.

b. In amplification of Section 8(a) above, the City shall be a third party beneficiary of all rights and interest of the Grantor in and to this Grant Deed with full and unrestricted rights, without any approval or consent of the Grantor, to enforce each and every provision set forth in this Grant Deed and to exercise Grantor's rights herein, including without limitation the right to exercise the Right of Reverter and to re-enter and take possession of the Developer Parcel or portions thereof pursuant to Section 10 of this Grant Deed.

9. Revisions to Grant Deed. Both the Grantor, its successors and assigns, and the Grantee and Grantee's successors and assigns in and to all or any part of the fee title to the Developer Parcel shall have the right with the mutual consent of the Grantee and Grantor to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants, or restrictions contained in this Grant Deed without the consent of any tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust or any other person or entity having any interest less than a fee in the Developer Parcel. However, the Grantee is obligated to give written notice to and obtain the consent of any first mortgagee prior to consent or agreement between the parties concerning such changes to this Grant Deed. The covenants contained in this Grant Deed, without regard to technical classification, shall not benefit or be enforceable by any owner of any other real property within or outside the Project Area, or any person or entity having any interest in any other such realty. No amendment to the Redevelopment Plan shall require the consent of the Grantee.

10. Right of Reverter. The Grantor or the City shall have the right to re-enter and take possession of all portions of the Developer Parcel conveyed to the Grantee pursuant to the DDA, with all improvements thereon, and revest in the Grantor or the City the estate theretofore conveyed to the Grantee, and Grantee shall thereupon forfeit its title to the Developer Parcel and all improvements thereon, if, after Conveyance of title and prior to recordation of the Release of Construction Covenants for such portions of the Developer Parcel, the Grantee (or its successors in interest):

(a) Fails to proceed with construction of the Improvements as required by the DDA for a period of ninety (90) Days after written notice from the Grantor or the City, provided that the Grantee shall not have obtained an extension or postponement to which the Grantee may be entitled pursuant to Section 806 of the DDA.

(b) Abandons or substantially suspends construction of the Improvements for a period of ninety (90) Days after written notice has been given by the Grantor or the City to the Grantee, provided the Grantee has not obtained an extension or postponement to which the Grantee may be entitled to pursuant to Section 806 of the DDA.

(c) Commits a Transfer not expressly permitted under the DDA or approved in advance in writing by the Grantor or the City.

(d) Otherwise materially breaches the DDA, and such breach is not cured within the time provided in the DDA.

Such right to re-enter, repossess, terminate and revest shall be subject to and be limited by and shall not defeat, render invalid, or limit:

(i) Any mortgage, deed or trust or other security instrument permitted by the DDA.

(ii) Any rights or interests provided in the DDA for the protection of the holder of such mortgages, deeds of trust or other security instruments.

Upon issuance and recordation of a Release of Construction Covenants for the Improvements to be constructed on any applicable portion of the Developer Parcel, the Grantor's or the City's right to reenter, terminate and revest as to such portion of the Developer Parcel shall terminate, and the Grantor or the City shall only be entitled to reenter, terminate and revest with respect to the other parcels within the Developer Parcel for which no Release of Construction Covenants has been issued and recorded.

Upon the revesting in the Grantor or the City of title to the Developer Parcel as provided herein, the Grantor or the City shall, pursuant to its responsibilities under State law, use its best efforts to resell the Developer Parcel or part thereof as soon and in such manner as the Grantor or the City shall find feasible and consistent with the objectives of such law and of the Redevelopment Plan to a qualified and responsible party or parties (as determined by the Grantor or the City), who will assume the obligation of making or completing the Improvements, or such improvements in their stead as shall be satisfactory to the Grantor or the City and in accordance with the uses specified for such Developer Parcel or part thereof in the Redevelopment Plan. Upon such resale of the Developer Parcel, the proceeds thereof shall be applied:

(x) First, to reimburse the Grantor and the City for all reasonable and necessary costs and expenses incurred by the Grantor and the City in connection with reentering, terminating and revesting and resale of all such portions of the Developer Parcel, including but not limited to, salaries of personnel employed or utilized in connection with the recapture, management and resale of the Developer Parcel or part thereof (but less any income derived by the Grantor and the City from the Developer Parcel or part thereof in connection with such management); all taxes, assessments and water and sewer charges with respect to the Developer Parcel or part thereof (or, in the event the Developer Parcel is exempt from taxation or assessment of such charges during the period of ownership, such taxes, assessments or charges (as determined by the City assessing official) as would have been payable if the Developer Parcel were not so exempt); any payments made or necessary to be made to discharge or to prevent from attaching or being made any encumbrances or liens due to obligations, defaults or acts of the Grantee, its successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the improvements or any part thereof on the Developer Parcel or part thereof; and any amounts otherwise owing the Grantor and the City by the Grantee and its successor or transferee; and

(y) Second, to reimburse the Grantee, its successor or transferee up to the amount equal to (1) the sum of the Final Purchase Price Payment (as described in Section 301.3 of the DDA) paid to the Grantor by the Grantee for the Developer Parcel; (2) the costs incurred for the development of the Developer Parcel and for the improvements existing on the Developer Parcel at the time of the re-entry and repossession, less (3) any gains or income withdrawn or made by the Grantee from the Developer Parcel or the improvements thereon; and

(z) Finally, any balance remaining after such reimbursements shall be retained by the Grantor or the City as its sole property.

Upon the revesting in the Grantor or the City of title to the Developer Parcel as provided herein, the Grantor or the City shall also be entitled to exercise all of the City's rights under the Assignment of Construction Contract (Attachment No. 8 to the DDA) and the Assignment of Plans, Reports and Data (Attachment No. 9 to the DDA).

To the extent that the rights established in this Section involves a forfeiture, the rights of the Grantor and the City hereunder must be strictly interpreted against the Grantor and the City, the party for whose benefit the right of reverter is created. The right of reverter and other rights established in this Section are to be interpreted in light of the fact that the Grantor is conveying the Developer Parcel to the Grantee for development of the Project as set forth in the DDA and not for speculation, and the fact that such right is expressly authorized by California Health and Safety Code Section 33438.

11. No Merger. None of the terms, covenants, agreements or conditions heretofore agreed upon in writing in other instruments between the parties to this Grant Deed or the City with respect to obligations to be performed, kept or observed by Grantee or Grantor in respect to Developer Parcel or any part thereof after the conveyance of said Developer Parcel shall be deemed to be merged with this Grant Deed.

12. Administration. Whenever a reference is made in this Grant Deed to an action, finding, determination or approval to be undertaken by the Grantor, the Executive Director of the Grantor is authorized to act on behalf of the Successor Agency unless specifically provided otherwise or the context should require otherwise. Notwithstanding the foregoing, the Executive Director of the Grantor may in his or her sole and absolute discretion refer any matter to the Successor Agency Board of Directors for action, direction or approval.

[*Signatures On Next Page*]

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers hereunto duly authorized this ____ day of _______________, 2014.

"GRANTOR"

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

Dated: ___________________

By: _________________________________
John M. Nachbar
Executive Director

APPROVED AS TO CONTENT:

By: _______________________________
Sol Blumenfeld
Community Development Director

ATTEST:

By: _______________________________
Martin R. Cole, Secretary

APPROVED AS TO FORM:

By: __________________________________
Carol Schwab
General Counsel

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

[Signatures Continue On Next Page]

Grantee hereby accepts the written deed, subject to all of the matters hereinbefore set forth.

"GRANTEE"

COMBINED/HUDSON 9300 CULVER LLC,
a Delaware limited liability company

By: Combined Culver Venture LLC,
a Delaware limited liability company,
its managing member

Dated: ___________________

By: ______________________________
Name: ___________________________
Its: ______________________________

By: Hudson 9300 Culver, LLC,
a Delaware limited liability company,
its managing member

By: Hudson Pacific Properties, L.P.,
a Maryland limited partnership,
its sole member

By: Hudson Pacific Properties, Inc.,
a Maryland corporation,
its general partner

Dated: ___________________

By: ______________________________
Name: ____________________________
Title: _____________________________

State of California)
)
County of Los Angeles)

On __________________, 2014 before me, ______________________(here insert name of the officer), 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 of Notary Public

[Seal]

State of California)
)
County of Los Angeles)

On __________________, 2014 before me, ______________________(here insert name of the officer), 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 of Notary Public

[Seal]

EXHIBIT "A"

LEGAL DESCRIPTION

9300 Culver Boulevard, Culver City, California

(Developer Parcel)

LEGAL DESCRIPTION

The land referred to hereinbelow is situated in the City of Culver City, County of Los Angeles, State of California, and is described as follows:

1. **Parcel 'B' 9300 Washington Boulevard.**

Assessor Parcel No.: 4206-029-934.

PARCEL 1 OF PARCEL MAP NO. 66158, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 355, PAGES 86 THROUGH 88 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

End of Legal Description.