

MEETING DATE: 04/21/2014

**AGENDA ITEM: JOINT CITY COUNCIL-SUCCESSOR AGENCY
AGENDA ITEM: Adoption of Resolutions
Approving the Transfer and Acceptance of Certain
Real Properties from the Successor Agency to the
City of Culver City for Use to Fulfill Contractual
Enforceable Obligations Pursuant to the Long
Range Property Management Plan and Approving
the Grant Deeds and Related Actions.**

ATTACHMENTS

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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 TRANSFER OF CERTAIN REAL PROPERTY (9099 WASHINGTON BOULEVARD; ASSESSOR'S PARCEL NO. 4206-029-932) TO THE CITY OF CULVER CITY FOR USE TO FULFILL CONTRACTUAL ENFORCEABLE OBLIGATIONS 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 PROPERTY; AND (3) 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

1 and enforcing the enforceable obligations of the former redevelopment agencies and
2 expeditiously winding down the business and fiscal affairs of the former redevelopment
3 agencies; and

4 WHEREAS, the City Council of the City of Culver City adopted Resolution No.
5 2012-R001 on January 9, 2012, pursuant to Part 1.85 of the Dissolution Act, accepting for the
6 City the role of successor agency to the Former CCRA ("Successor Agency"); and

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

13 WHEREAS, the Dissolution Act was amended by Assembly Bill No. 1484 ("AB
14 1484") on June 27, 2012, which, among other things, imposed procedures for the Successor
15 Agency's disposition of certain Former CCRA-owned real property including the required
16 preparation of a Long Range Property Management Plan ("LRPMP") specifying the use and
17 disposition of all such property and for the required approval of the LRPMP by the California
18 Department of Finance ("DOF"). The Dissolution Act has since been further amended by
19 Assembly Bill No. 1585, Senate Bill No. 341 and Assembly Bill No. 471; and

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

1 WHEREAS, the oversight board has been established for the Successor
2 Agency (hereinafter referred to as "Oversight Board") and all seven (7) members have been
3 appointed to the Oversight Board pursuant to H&S Code Section 34179. The duties and
4 responsibilities of the Oversight Board are primarily set forth in H&S Sections 34179 through
5 34181 of the Dissolution Act; and

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

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

20 WHEREAS, the DOF-approved LRPMP provides for the Successor Agency's
21 transfer of that certain real property referenced by Assessor's Parcel No. 4206-029-932 and
22 located at 9099 Washington Boulevard in Culver City, California ("Property") to the City for
23 use to fulfill contractual enforceable obligations and no monetary compensation; and
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1 WHEREAS, the activity proposed for approval by this Resolution has been
2 reviewed with respect to applicability of the California Environmental Quality Act ("CEQA"),
3 the State CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 et seq.,
4 hereafter the "Guidelines"), and the City's environmental evaluation procedures. The activity
5 proposed for approval by this Resolution is not a "project" for purposes of CEQA, as that term
6 is defined by Guidelines Section 15378, because the activity is an organizational or
7 administrative activity that will not result in a direct or indirect physical change in the
8 environment, per Section 15378(b)(5) of the Guidelines; and
9

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

12 NOW, THEREFORE, the Board of Directors of the Successor Agency to the
13 Culver City Redevelopment Agency, DOES HEREBY RESOLVE as follows:
14

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

17 SECTION 2. The Successor Agency Board has received and heard all oral and
18 written objections to the Successor Agency's proposed transfer of the Property to the City for
19 use to fulfill contractual enforceable obligations and no monetary compensation, and to other
20 matters pertaining to this transaction, and that all such oral and written objections are hereby
21 overruled.
22

23 SECTION 3. The Successor Agency Board hereby approves, and recommends
24 to its Oversight Board the approval of, the transfer and acceptance of the Property (9099
25 Washington Boulevard; Assessor's Parcel No. 4206-029-932) from the Successor Agency to
26 the City for use to fulfill contractual enforceable obligations and for no monetary
27
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1 compensation, pursuant to the DOF-approved LRPMP. At the discretion of the City Manager
2 of the City, the Property may be transferred to the Culver City Parking Authority.

3 SECTION 4. The Successor Agency hereby approves, and recommends to its
4 Oversight Board the approval of, the Grant Deed, in substantial form as the Grant Deed
5 attached to the April 21, 2014 Joint City Council and Successor Agency Agenda Item Report,
6 Agenda Item No. JC-1, that effectuates the Successor Agency's disposition of the Property to
7 the City.
8

9 SECTION 5. The Successor Agency Board hereby authorizes and directs, and
10 recommends to its Oversight Board that it authorize and direct, the Executive Director of the
11 Successor Agency or designee, (i) to take all actions and to execute any and all documents,
12 instruments, and agreements necessary or desirable on behalf of the Successor Agency, as
13 approved by the Executive Director and Successor Agency General Counsel, including
14 without limitation the Grant Deed, in order to implement and effectuate the transfer of the
15 Property from the Successor Agency to the City, and to effectuate all other actions approved
16 by this Resolution, including, without limitation, approving changes, implementations, or
17 revisions to documents, instruments, and agreements as determined necessary by the
18 Executive Director, or designee; and (ii) to administer the Successor Agency's obligations,
19 responsibilities, and duties to be performed pursuant to this Resolution and all documents,
20 instruments, and agreements required by and for the transfer of the Property from the
21 Successor Agency to the City.
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23

24 SECTION 6. If any provision of this Resolution or the application of any such
25 provision to any person or circumstance is held invalid, such invalidity shall not affect other
26 provisions or applications of this Resolution that can be given effect without the invalid
27 provision or application, and to this end the provisions of this Resolution are severable. The
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1 Successor Agency declares that its Board would have adopted this Resolution irrespective of
2 the invalidity of any particular portion of this Resolution.

3 SECTION 7. The adoption of this Resolution is not intended to and shall not
4 constitute a waiver by the Successor Agency of any constitutional, legal or equitable rights
5 that the Successor Agency may have to challenge, through any administrative or judicial
6 proceedings, the effectiveness and/or legality of all or any portion of the Dissolution Act, any
7 determinations rendered or actions or omissions to act by any public agency or government
8 entity or division in the implementation of the Dissolution Act, and any and all related legal
9 and factual issues, and the Successor Agency expressly reserves any and all rights,
10 privileges, and defenses available under law and equity.

12 SECTION 8. The Successor Agency hereby determines that the activity
13 approved by this Resolution is not a "project" for purposes of CEQA, as that term is defined
14 by Guidelines Section 15378, because the activity approved by this Resolution is an
15 organizational or administrative activity that will not result in a direct or indirect physical
16 change in the environment, per Section 15378(b)(5) of the Guidelines.

18 SECTION 9. This Resolution shall take effect upon the date of its adoption.

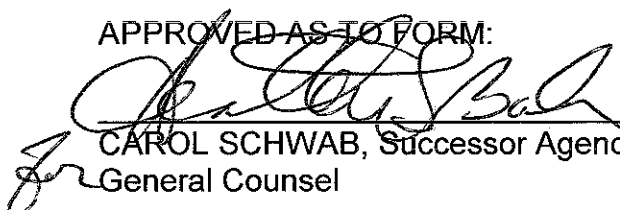
20 APPROVED AND ADOPTED, this ____ day of _____, 2014.

23 _____
JEFFREY COOPER, Chair
24 City of Culver City

25 ATTEST:

APPROVED AS TO FORM:

26 _____
27 MARTIN R. COLE, Secretary

28 
CAROL SCHWAB, Successor Agency
General Counsel

A14-00314

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 TRANSFER OF CERTAIN REAL PROPERTY (3844 – 3848 AND 3864 WATSEKA; ASSESSOR'S PARCEL NO. 4207-001-900, 4207-001-901, 4207-001-902, 4207-001-903, AND 4207-001-904) TO THE CITY OF CULVER CITY FOR USE TO FULFILL CONTRACTUAL ENFORCEABLE OBLIGATIONS 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 PROPERTY; AND (3) 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

1 and enforcing the enforceable obligations of the former redevelopment agencies and
2 expeditiously winding down the business and fiscal affairs of the former redevelopment
3 agencies; and

4 WHEREAS, the City Council of the City of Culver City adopted Resolution No.
5 2012-R001 on January 9, 2012, pursuant to Part 1.85 of the Dissolution Act, accepting for the
6 City the role of successor agency to the Former CCRA ("Successor Agency"); and

7
8 WHEREAS, on February 6, 2012, the Board of Directors of the Successor
9 Agency, adopted Resolution No. 2012-SA001 naming itself the "Successor Agency to the
10 Culver City Redevelopment Agency", the sole name by which it will exercise its powers and
11 fulfill its duties pursuant to Part 1.85 of the Dissolution Act and establishing itself as a
12 separate legal entity with rules and regulations that will apply to the governance and
13 operations of the Successor Agency; and

14
15 WHEREAS, the Dissolution Act was amended by Assembly Bill No. 1484 ("AB
16 1484") on June 27, 2012, which, among other things, imposed procedures for the Successor
17 Agency's disposition of certain Former CCRA-owned real property including the required
18 preparation of a Long Range Property Management Plan ("LRPMP") specifying the use and
19 disposition of all such property and for the required approval of the LRPMP by the California
20 Department of Finance ("DOF"). The Dissolution Act has since been further amended by
21 Assembly Bill No. 1585, Senate Bill No. 341 and Assembly Bill No. 471; and

22
23 WHEREAS, pursuant to the Dissolution Act, each successor agency shall have
24 an oversight board with fiduciary responsibilities to holders of enforceable obligations and to
25 the taxing entities that benefit from distributions of property taxes and other revenues
26 pursuant to H&S Code Section 34188 of the Dissolution Act; and

1 WHEREAS, the oversight board has been established for the Successor
2 Agency (hereinafter referred to as "Oversight Board") and all seven (7) members have been
3 appointed to the Oversight Board pursuant to H&S Code Section 34179. The duties and
4 responsibilities of the Oversight Board are primarily set forth in H&S Sections 34179 through
5 34181 of the Dissolution Act; and

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

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

20 WHEREAS, the DOF-approved LRPMP provides for the Successor Agency's
21 transfer of that certain real property referenced by Assessor's Parcel No. 4207-001-900,
22 4207-001-901, 4207-001-902, 4207-001-903, and 4207-001-904 and located at 3844 – 3848
23 and 3864 Watseka Avenue in Culver City, California ("Property") to the City for use to fulfill
24 contractual enforceable obligations and no monetary compensation; and
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1 WHEREAS, the activity proposed for approval by this Resolution has been
2 reviewed with respect to applicability of the California Environmental Quality Act ("CEQA"),
3 the State CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 et seq.,
4 hereafter the "Guidelines"), and the City's environmental evaluation procedures. The activity
5 proposed for approval by this Resolution is not a "project" for purposes of CEQA, as that term
6 is defined by Guidelines Section 15378, because the activity is an organizational or
7 administrative activity that will not result in a direct or indirect physical change in the
8 environment, per Section 15378(b)(5) of the Guidelines; and
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10 WHEREAS, all other legal prerequisites to the adoption of this Resolution have
11 occurred.

12 NOW, THEREFORE, the Board of Directors of the Successor Agency to the
13 Culver City Redevelopment Agency, DOES HEREBY RESOLVE as follows:
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15 SECTION 1. The foregoing recitals are true and correct and are a substantive
16 part of this Resolution.

17 SECTION 2. The Successor Agency Board has received and heard all oral and
18 written objections to the Successor Agency's proposed transfer of the Property to the City for
19 use to fulfill contractual enforceable obligations and no monetary compensation, and to other
20 matters pertaining to this transaction, and that all such oral and written objections are hereby
21 overruled.
22

23 SECTION 3. The Successor Agency Board hereby approves, and recommends
24 to its Oversight Board the approval of, the transfer and acceptance of the Property (3844 –
25 3848 and 3864 Watseka Avenue; Assessor's Parcel No. 4207-001-900, 4207-001-901, 4207-
26 001-902, 4207-001-903, AND 4207-001-904) from the Successor Agency to the City for use
27 to fulfill contractual enforceable obligations and for no monetary compensation, pursuant to
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1 the DOF-approved LRPMP. At the discretion of the City Manager of the City, the Property
2 may be transferred to the Culver City Parking Authority.

3 SECTION 4. The Successor Agency hereby approves, and recommends to its
4 Oversight Board the approval of, the Grant Deed, in substantial form as the Grant Deed
5 attached to the April 21, 2014 Joint City Council and Successor Agency Agenda Item Report,
6 Agenda Item No. JC-1, that effectuates the Successor Agency's disposition of the Property to
7 the City.
8

9 SECTION 5. The Successor Agency Board hereby authorizes and directs, and
10 recommends to its Oversight Board that it authorize and direct, the Executive Director of the
11 Successor Agency or designee, (i) to take all actions and to execute any and all documents,
12 instruments, and agreements necessary or desirable on behalf of the Successor Agency, as
13 approved by the Executive Director and Successor Agency General Counsel, including
14 without limitation the Grant Deed, in order to implement and effectuate the transfer of the
15 Property from the Successor Agency to the City, and to effectuate all other actions approved
16 by this Resolution, including, without limitation, approving changes, implementations, or
17 revisions to documents, instruments, and agreements as determined necessary by the
18 Executive Director, or designee; and (ii) to administer the Successor Agency's obligations,
19 responsibilities, and duties to be performed pursuant to this Resolution and all documents,
20 instruments, and agreements required by and for the transfer of the Property from the
21 Successor Agency to the City.
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23

24 SECTION 6. If any provision of this Resolution or the application of any such
25 provision to any person or circumstance is held invalid, such invalidity shall not affect other
26 provisions or applications of this Resolution that can be given effect without the invalid
27 provision or application, and to this end the provisions of this Resolution are severable. The
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1 Successor Agency declares that its Board would have adopted this Resolution irrespective of
2 the invalidity of any particular portion of this Resolution.

3 SECTION 7. The adoption of this Resolution is not intended to and shall not
4 constitute a waiver by the Successor Agency of any constitutional, legal or equitable rights
5 that the Successor Agency may have to challenge, through any administrative or judicial
6 proceedings, the effectiveness and/or legality of all or any portion of the Dissolution Act, any
7 determinations rendered or actions or omissions to act by any public agency or government
8 entity or division in the implementation of the Dissolution Act, and any and all related legal
9 and factual issues, and the Successor Agency expressly reserves any and all rights,
10 privileges, and defenses available under law and equity.

12 SECTION 8. The Successor Agency hereby determines that the activity
13 approved by this Resolution is not a "project" for purposes of CEQA, as that term is defined
14 by Guidelines Section 15378, because the activity approved by this Resolution is an
15 organizational or administrative activity that will not result in a direct or indirect physical
16 change in the environment, per Section 15378(b)(5) of the Guidelines.

18 SECTION 9. This Resolution shall take effect upon the date of its adoption.

20 APPROVED AND ADOPTED, this ____ day of _____, 2014.

23 _____
JEFFREY COOPER, Chair
City of Culver City

25 ATTEST:

APPROVED AS TO FORM:

26 _____
27 MARTIN R. COLE, Secretary

28 _____
CAROL SCHWAB, Successor Agency
General Counsel

A14-00313

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 TRANSFER OF CERTAIN REAL PROPERTY (3825 CANFIELD AVENUE; ASSESSOR'S PARCEL NO. 4206-030-901) TO THE CITY OF CULVER CITY FOR USE TO FULFILL CONTRACTUAL ENFORCEABLE OBLIGATIONS 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 PROPERTY; AND (3) 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

1 and enforcing the enforceable obligations of the former redevelopment agencies and
2 expeditiously winding down the business and fiscal affairs of the former redevelopment
3 agencies; and

4 WHEREAS, the City Council of the City of Culver City adopted Resolution No.
5 2012-R001 on January 9, 2012, pursuant to Part 1.85 of the Dissolution Act, accepting for the
6 City the role of successor agency to the Former CCRA ("Successor Agency"); and

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

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15 WHEREAS, the Dissolution Act was amended by Assembly Bill No. 1484 ("AB
16 1484") on June 27, 2012, which, among other things, imposed procedures for the Successor
17 Agency's disposition of certain Former CCRA-owned real property including the required
18 preparation of a Long Range Property Management Plan ("LRPMP") specifying the use and
19 disposition of all such property and for the required approval of the LRPMP by the California
20 Department of Finance ("DOF"). The Dissolution Act has since been further amended by
21 Assembly Bill No. 1585, Senate Bill No. 341 and Assembly Bill No. 471; and

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

1 WHEREAS, the oversight board has been established for the Successor
2 Agency (hereinafter referred to as "Oversight Board") and all seven (7) members have been
3 appointed to the Oversight Board pursuant to H&S Code Section 34179. The duties and
4 responsibilities of the Oversight Board are primarily set forth in H&S Sections 34179 through
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6 WHEREAS, pursuant to H&S Code Section 34191.5(b) of the Dissolution Act,
7 on July 18, 2013, the Successor Agency prepared and submitted to the DOF for approval its
8 LRPMP, as approved by its Oversight Board, that addressed the disposition and use of
9 certain real properties of the Former CCRA. On March 13, 2014, the Successor Agency
10 prepared and submitted to the DOF for approval certain revisions to its LRPMP, as approved
11 by its Oversight Board, that addressed changes to the disposition of certain parking parcels of
12 the Former CCRA, including the subject Property (defined below), as described in the revised
13 LRPMP; and

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

20 WHEREAS, the DOF-approved LRPMP provides for the Successor Agency's
21 transfer of that certain real property referenced by Assessor's Parcel No. 4206-030-901 and
22 located at 3825 Canfield Avenue in Culver City, California ("Property") to the City for use to
23 fulfill contractual enforceable obligations and no monetary compensation; and
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1 WHEREAS, the activity proposed for approval by this Resolution has been
2 reviewed with respect to applicability of the California Environmental Quality Act ("CEQA"),
3 the State CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 et seq.,
4 hereafter the "Guidelines"), and the City's environmental evaluation procedures. The activity
5 proposed for approval by this Resolution is not a "project" for purposes of CEQA, as that term
6 is defined by Guidelines Section 15378, because the activity is an organizational or
7 administrative activity that will not result in a direct or indirect physical change in the
8 environment, per Section 15378(b)(5) of the Guidelines; and
9

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

12 NOW, THEREFORE, the Board of Directors of the Successor Agency to the
13 Culver City Redevelopment Agency, DOES HEREBY RESOLVE as follows:
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15 SECTION 1. The foregoing recitals are true and correct and are a substantive
16 part of this Resolution.

17 SECTION 2. The Successor Agency Board has received and heard all oral and
18 written objections to the Successor Agency's proposed transfer of the Property to the City for
19 use to fulfill contractual enforceable obligations and no monetary compensation, and to other
20 matters pertaining to this transaction, and that all such oral and written objections are hereby
21 overruled.
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23 SECTION 3. The Successor Agency Board hereby approves, and recommends
24 to its Oversight Board the approval of, the transfer and acceptance of the Property (3825
25 Canfield Avenue; Assessor's Parcel No. 4206-030-901) from the Successor Agency to the
26 City for use to fulfill contractual enforceable obligations and for no monetary compensation,
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1 pursuant to the DOF-approved LRPMP. At the discretion of the City Manager of the City, the
2 Property may be transferred to the Culver City Parking Authority.

3 SECTION 4. The Successor Agency hereby approves, and recommends to its
4 Oversight Board the approval of, the Grant Deed, in substantial form as the Grant Deed
5 attached to the April 21, 2014 Joint City Council and Successor Agency Agenda Item Report,
6 Agenda Item No. JC-1, that effectuates the Successor Agency's disposition of the Property to
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11 Successor Agency or designee, (i) to take all actions and to execute any and all documents,
12 instruments, and agreements necessary or desirable on behalf of the Successor Agency, as
13 approved by the Executive Director and Successor Agency General Counsel, including
14 without limitation the Grant Deed, in order to implement and effectuate the transfer of the
15 Property from the Successor Agency to the City, and to effectuate all other actions approved
16 by this Resolution, including, without limitation, approving changes, implementations, or
17 revisions to documents, instruments, and agreements as determined necessary by the
18 Executive Director, or designee; and (ii) to administer the Successor Agency's obligations,
19 responsibilities, and duties to be performed pursuant to this Resolution and all documents,
20 instruments, and agreements required by and for the transfer of the Property from the
21 Successor Agency to the City.
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25 provision to any person or circumstance is held invalid, such invalidity shall not affect other
26 provisions or applications of this Resolution that can be given effect without the invalid
27 provision or application, and to this end the provisions of this Resolution are severable. The
28

1 Successor Agency declares that its Board would have adopted this Resolution irrespective of
2 the invalidity of any particular portion of this Resolution.

3 SECTION 7. The adoption of this Resolution is not intended to and shall not
4 constitute a waiver by the Successor Agency of any constitutional, legal or equitable rights
5 that the Successor Agency may have to challenge, through any administrative or judicial
6 proceedings, the effectiveness and/or legality of all or any portion of the Dissolution Act, any
7 determinations rendered or actions or omissions to act by any public agency or government
8 entity or division in the implementation of the Dissolution Act, and any and all related legal
9 and factual issues, and the Successor Agency expressly reserves any and all rights,
10 privileges, and defenses available under law and equity.

12 SECTION 8. The Successor Agency hereby determines that the activity
13 approved by this Resolution is not a "project" for purposes of CEQA, as that term is defined
14 by Guidelines Section 15378, because the activity approved by this Resolution is an
15 organizational or administrative activity that will not result in a direct or indirect physical
16 change in the environment, per Section 15378(b)(5) of the Guidelines.

18 SECTION 9. This Resolution shall take effect upon the date of its adoption.

20 APPROVED AND ADOPTED, this ____ day of _____, 2014.

23 _____
JEFFREY COOPER, Chair
24 City of Culver City

25 ATTEST:

APPROVED AS TO FORM:

26 _____
27 MARTIN R. COLE, Secretary

28 
CAROL SCHWAB, Successor Agency
General Counsel

A14-00310

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 TRANSFER OF CERTAIN REAL PROPERTY (9415-9425 VENICE BOULEVARD; ASSESSOR'S PARCEL NO. 4313-019-900, 4313-019-901, 4313-019-902, AND 4313-019-903) TO THE CITY OF CULVER CITY FOR USE TO FULFILL CONTRACTUAL ENFORCEABLE OBLIGATIONS 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 PROPERTY; AND (3) 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

1 and enforcing the enforceable obligations of the former redevelopment agencies and
2 expeditiously winding down the business and fiscal affairs of the former redevelopment
3 agencies; and

4 WHEREAS, the City Council of the City of Culver City adopted Resolution No.
5 2012-R001 on January 9, 2012, pursuant to Part 1.85 of the Dissolution Act, accepting for the
6 City the role of successor agency to the Former CCRA ("Successor Agency"); and

7
8 WHEREAS, on February 6, 2012, the Board of Directors of the Successor
9 Agency, adopted Resolution No. 2012-SA001 naming itself the "Successor Agency to the
10 Culver City Redevelopment Agency", the sole name by which it will exercise its powers and
11 fulfill its duties pursuant to Part 1.85 of the Dissolution Act and establishing itself as a
12 separate legal entity with rules and regulations that will apply to the governance and
13 operations of the Successor Agency; and

14
15 WHEREAS, the Dissolution Act was amended by Assembly Bill No. 1484 ("AB
16 1484") on June 27, 2012, which, among other things, imposed procedures for the Successor
17 Agency's disposition of certain Former CCRA-owned real property including the required
18 preparation of a Long Range Property Management Plan ("LRPMP") specifying the use and
19 disposition of all such property and for the required approval of the LRPMP by the California
20 Department of Finance ("DOF"). The Dissolution Act has since been further amended by
21 Assembly Bill No. 1585, Senate Bill No. 341 and Assembly Bill No. 471; and

22
23 WHEREAS, pursuant to the Dissolution Act, each successor agency shall have
24 an oversight board with fiduciary responsibilities to holders of enforceable obligations and to
25 the taxing entities that benefit from distributions of property taxes and other revenues
26 pursuant to H&S Code Section 34188 of the Dissolution Act; and

1 WHEREAS, the oversight board has been established for the Successor
2 Agency (hereinafter referred to as "Oversight Board") and all seven (7) members have been
3 appointed to the Oversight Board pursuant to H&S Code Section 34179. The duties and
4 responsibilities of the Oversight Board are primarily set forth in H&S Sections 34179 through
5 34181 of the Dissolution Act; and

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

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

20 WHEREAS, the DOF-approved LRPMP provides for the Successor Agency's
21 transfer of that certain real property referenced by Assessor's Parcel No. 4313-019-900,
22 4313-019-901, 4313-019-902, and 4313-019-903 and located at 9415-9425 Venice
23 Boulevard in Culver City, California ("Property") to the City for use to fulfill contractual
24 enforceable obligations and no monetary compensation; and

1 WHEREAS, the activity proposed for approval by this Resolution has been
2 reviewed with respect to applicability of the California Environmental Quality Act ("CEQA"),
3 the State CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 et seq.,
4 hereafter the "Guidelines"), and the City's environmental evaluation procedures. The activity
5 proposed for approval by this Resolution is not a "project" for purposes of CEQA, as that term
6 is defined by Guidelines Section 15378, because the activity is an organizational or
7 administrative activity that will not result in a direct or indirect physical change in the
8 environment, per Section 15378(b)(5) of the Guidelines; and
9

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

12 NOW, THEREFORE, the Board of Directors of the Successor Agency to the
13 Culver City Redevelopment Agency, DOES HEREBY RESOLVE as follows:
14

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

17 SECTION 2. The Successor Agency Board has received and heard all oral and
18 written objections to the Successor Agency's proposed transfer of the Property to the City for
19 use to fulfill contractual enforceable obligations and no monetary compensation, and to other
20 matters pertaining to this transaction, and that all such oral and written objections are hereby
21 overruled.
22

23 SECTION 3. The Successor Agency Board hereby approves, and recommends
24 to its Oversight Board the approval of, the transfer and acceptance of the Property (9415-
25 9425 Venice Boulevard; Assessor's Parcel No. 4313-019-900, 4313-019-901, 4313-019-902,
26 and 4313-019-903) from the Successor Agency to the City for use to fulfill contractual
27 enforceable obligations and for no monetary compensation, pursuant to the DOF-approved
28

1 LRPMP. At the discretion of the City Manager of the City, the Property may be transferred to
2 the Culver City Parking Authority.

3 SECTION 4. The Successor Agency hereby approves, and recommends to its
4 Oversight Board the approval of, the Grant Deed, in substantial form as the Grant Deed
5 attached to the April 21, 2014 Joint City Council and Successor Agency Agenda Item Report,
6 Agenda Item No. JC-1, that effectuates the Successor Agency's disposition of the Property to
7 the City.
8

9 SECTION 5. The Successor Agency Board hereby authorizes and directs, and
10 recommends to its Oversight Board that it authorize and direct, the Executive Director of the
11 Successor Agency or designee, (i) to take all actions and to execute any and all documents,
12 instruments, and agreements necessary or desirable on behalf of the Successor Agency, as
13 approved by the Executive Director and Successor Agency General Counsel, including
14 without limitation the Grant Deed, in order to implement and effectuate the transfer of the
15 Property from the Successor Agency to the City, and to effectuate all other actions approved
16 by this Resolution, including, without limitation, approving changes, implementations, or
17 revisions to documents, instruments, and agreements as determined necessary by the
18 Executive Director, or designee; and (ii) to administer the Successor Agency's obligations,
19 responsibilities, and duties to be performed pursuant to this Resolution and all documents,
20 instruments, and agreements required by and for the transfer of the Property from the
21 Successor Agency to the City.
22
23

24 SECTION 6. If any provision of this Resolution or the application of any such
25 provision to any person or circumstance is held invalid, such invalidity shall not affect other
26 provisions or applications of this Resolution that can be given effect without the invalid
27 provision or application, and to this end the provisions of this Resolution are severable. The
28

1 Successor Agency declares that its Board would have adopted this Resolution irrespective of
2 the invalidity of any particular portion of this Resolution.

3 SECTION 7. The adoption of this Resolution is not intended to and shall not
4 constitute a waiver by the Successor Agency of any constitutional, legal or equitable rights
5 that the Successor Agency may have to challenge, through any administrative or judicial
6 proceedings, the effectiveness and/or legality of all or any portion of the Dissolution Act, any
7 determinations rendered or actions or omissions to act by any public agency or government
8 entity or division in the implementation of the Dissolution Act, and any and all related legal
9 and factual issues, and the Successor Agency expressly reserves any and all rights,
10 privileges, and defenses available under law and equity.

12 SECTION 8. The Successor Agency hereby determines that the activity
13 approved by this Resolution is not a "project" for purposes of CEQA, as that term is defined
14 by Guidelines Section 15378, because the activity approved by this Resolution is an
15 organizational or administrative activity that will not result in a direct or indirect physical
16 change in the environment, per Section 15378(b)(5) of the Guidelines.

18 SECTION 9. This Resolution shall take effect upon the date of its adoption.

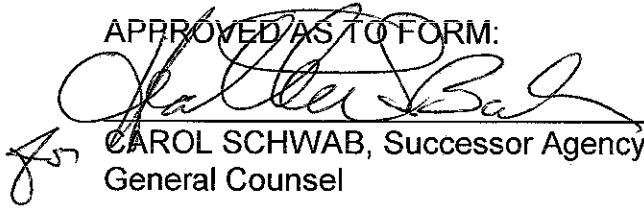
20 APPROVED AND ADOPTED, this ____ day of _____, 2014.

23 _____
JEFFREY COOPER, Chair
24 City of Culver City

25 ATTEST:

APPROVED AS TO FORM:

26 _____
27 MARTIN R. COLE, Secretary

28  _____
CAROL SCHWAB, Successor Agency
General Counsel

A14-00315

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 TRANSFER OF CERTAIN REAL PROPERTY (3757 ROBERTSON BOULEVARD; ASSESSOR'S PARCEL NO. 4206-033-932, 4206-033-934, AND 4206-033-935) TO THE CITY OF CULVER CITY FOR USE TO FULFILL CONTRACTUAL ENFORCEABLE OBLIGATIONS 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 PROPERTY; AND (3) 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

1 and enforcing the enforceable obligations of the former redevelopment agencies and
2 expeditiously winding down the business and fiscal affairs of the former redevelopment
3 agencies; and

4 WHEREAS, the City Council of the City of Culver City adopted Resolution No.
5 2012-R001 on January 9, 2012, pursuant to Part 1.85 of the Dissolution Act, accepting for the
6 City the role of successor agency to the Former CCRA ("Successor Agency"); and

7
8 WHEREAS, on February 6, 2012, the Board of Directors of the Successor
9 Agency, adopted Resolution No. 2012-SA001 naming itself the "Successor Agency to the
10 Culver City Redevelopment Agency", the sole name by which it will exercise its powers and
11 fulfill its duties pursuant to Part 1.85 of the Dissolution Act and establishing itself as a
12 separate legal entity with rules and regulations that will apply to the governance and
13 operations of the Successor Agency; and

14
15 WHEREAS, the Dissolution Act was amended by Assembly Bill No. 1484 ("AB
16 1484") on June 27, 2012, which, among other things, imposed procedures for the Successor
17 Agency's disposition of certain Former CCRA-owned real property including the required
18 preparation of a Long Range Property Management Plan ("LRPMP") specifying the use and
19 disposition of all such property and for the required approval of the LRPMP by the California
20 Department of Finance ("DOF"). The Dissolution Act has since been further amended by
21 Assembly Bill No. 1585, Senate Bill No. 341 and Assembly Bill No. 471; and

22
23 WHEREAS, pursuant to the Dissolution Act, each successor agency shall have
24 an oversight board with fiduciary responsibilities to holders of enforceable obligations and to
25 the taxing entities that benefit from distributions of property taxes and other revenues
26 pursuant to H&S Code Section 34188 of the Dissolution Act; and

1 WHEREAS, the oversight board has been established for the Successor
2 Agency (hereinafter referred to as "Oversight Board") and all seven (7) members have been
3 appointed to the Oversight Board pursuant to H&S Code Section 34179. The duties and
4 responsibilities of the Oversight Board are primarily set forth in H&S Sections 34179 through
5 34181 of the Dissolution Act; and

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

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

20 WHEREAS, the DOF-approved LRPMP provides for the Successor Agency's
21 transfer of that certain real property referenced by Assessor's Parcel No. 4206-033-932,
22 4206-033-934, and 4206-033-935 and located at 3757 Robertson Boulevard in Culver City,
23 California ("Property") to the City for use to fulfill contractual enforceable obligations and no
24 monetary compensation; and

1 WHEREAS, the activity proposed for approval by this Resolution has been
2 reviewed with respect to applicability of the California Environmental Quality Act ("CEQA"),
3 the State CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 et seq.,
4 hereafter the "Guidelines"), and the City's environmental evaluation procedures. The activity
5 proposed for approval by this Resolution is not a "project" for purposes of CEQA, as that term
6 is defined by Guidelines Section 15378, because the activity is an organizational or
7 administrative activity that will not result in a direct or indirect physical change in the
8 environment, per Section 15378(b)(5) of the Guidelines; and

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

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

14 SECTION 1. The foregoing recitals are true and correct and are a substantive
15 part of this Resolution.
16

17 SECTION 2. The Successor Agency Board has received and heard all oral and
18 written objections to the Successor Agency's proposed transfer of the Property to the City for
19 use to fulfill contractual enforceable obligations and no monetary compensation, and to other
20 matters pertaining to this transaction, and that all such oral and written objections are hereby
21 overruled.
22

23 SECTION 3. The Successor Agency Board hereby approves, and recommends
24 to its Oversight Board the approval of, the transfer and acceptance of the Property (3757
25 Robertson Boulevard; Assessor's Parcel No. 4206-033-932, 4206-033-934, and 4206-033-
26 935) from the Successor Agency to the City for use to fulfill contractual enforceable
27 obligations and for no monetary compensation, pursuant to the DOF-approved LRPMP. At
28

1 the discretion of the City Manager of the City, the Property may be transferred to the Culver
2 City Parking Authority.

3 SECTION 4. The Successor Agency hereby approves, and recommends to its
4 Oversight Board the approval of, the Grant Deed, in substantial form as the Grant Deed
5 attached to the April 21, 2014 Joint City Council and Successor Agency Agenda Item Report,
6 Agenda Item No. JC-1, that effectuates the Successor Agency's disposition of the Property to
7 the City.
8

9 SECTION 5. The Successor Agency Board hereby authorizes and directs, and
10 recommends to its Oversight Board that it authorize and direct, the Executive Director of the
11 Successor Agency or designee, (i) to take all actions and to execute any and all documents,
12 instruments, and agreements necessary or desirable on behalf of the Successor Agency, as
13 approved by the Executive Director and Successor Agency General Counsel, including
14 without limitation the Grant Deed, in order to implement and effectuate the transfer of the
15 Property from the Successor Agency to the City, and to effectuate all other actions approved
16 by this Resolution, including, without limitation, approving changes, implementations, or
17 revisions to documents, instruments, and agreements as determined necessary by the
18 Executive Director, or designee; and (ii) to administer the Successor Agency's obligations,
19 responsibilities, and duties to be performed pursuant to this Resolution and all documents,
20 instruments, and agreements required by and for the transfer of the Property from the
21 Successor Agency to the City.
22
23

24 SECTION 6. If any provision of this Resolution or the application of any such
25 provision to any person or circumstance is held invalid, such invalidity shall not affect other
26 provisions or applications of this Resolution that can be given effect without the invalid
27 provision or application, and to this end the provisions of this Resolution are severable. The
28

1 Successor Agency declares that its Board would have adopted this Resolution irrespective of
2 the invalidity of any particular portion of this Resolution.

3 SECTION 7. The adoption of this Resolution is not intended to and shall not
4 constitute a waiver by the Successor Agency of any constitutional, legal or equitable rights
5 that the Successor Agency may have to challenge, through any administrative or judicial
6 proceedings, the effectiveness and/or legality of all or any portion of the Dissolution Act, any
7 determinations rendered or actions or omissions to act by any public agency or government
8 entity or division in the implementation of the Dissolution Act, and any and all related legal
9 and factual issues, and the Successor Agency expressly reserves any and all rights,
10 privileges, and defenses available under law and equity.

12 SECTION 8. The Successor Agency hereby determines that the activity
13 approved by this Resolution is not a "project" for purposes of CEQA, as that term is defined
14 by Guidelines Section 15378, because the activity approved by this Resolution is an
15 organizational or administrative activity that will not result in a direct or indirect physical
16 change in the environment, per Section 15378(b)(5) of the Guidelines.

18 SECTION 9. This Resolution shall take effect upon the date of its adoption.

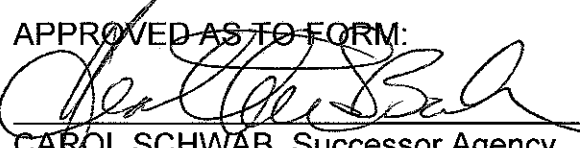
20 APPROVED AND ADOPTED, this ____ day of _____, 2014.

23 _____
JEFFREY COOPER, Chair
City of Culver City

25 ATTEST:

25 APPROVED AS TO FORM:

27 _____
MARTIN R. COLE, Secretary

27 
CAROL SCHWAB, Successor Agency
General Counsel

28 A14-00312

RESOLUTION NO. 2014-R_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CULVER CITY, CALIFORNIA, APPROVING (1) THE TRANSFER AND ACCEPTANCE OF CERTAIN REAL PROPERTY (9099 WASHINGTON BOULEVARD; ASSESSOR'S PARCEL NO. 4206-029-932) FROM THE SUCCESSOR AGENCY TO THE CULVER CITY REDEVELOPMENT AGENCY FOR USE TO FULFILL CONTRACTUAL ENFORCEABLE OBLIGATIONS 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 PROPERTY; AND (3) 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

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1 expeditiously winding down the business and fiscal affairs of the former redevelopment
2 agencies; and

3 WHEREAS, the City Council of the City of Culver City adopted Resolution No.
4 2012-R001 on January 9, 2012, pursuant to Part 1.85 of the Dissolution Act, accepting for the
5 City the role of successor agency to the Former CCRA ("Successor Agency"); and

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

12 WHEREAS, the Dissolution Act was amended by Assembly Bill No. 1484 ("AB
13 1484") on June 27, 2012, which, among other things, imposed procedures for the Successor
14 Agency's disposition of certain Former CCRA-owned real property including the required
15 preparation of a Long Range Property Management Plan ("LRPMP") specifying the use and
16 disposition of all such property and for the required approval of the LRPMP by the California
17 Department of Finance ("DOF"). The Dissolution Act has since been further amended by
18 Assembly Bill No. 1585, Senate Bill No. 341 and Assembly Bill No. 471; and

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

23 WHEREAS, the oversight board has been established for the Successor
24 Agency (hereinafter referred to as "Oversight Board") and all seven (7) members have been
25

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1 appointed to the Oversight Board pursuant to H&S Code Section 34179. The duties and
2 responsibilities of the Oversight Board are primarily set forth in H&S Sections 34179 through
3 34181 of the Dissolution Act; and

4 WHEREAS, pursuant to H&S Code Section 34191.5(b) of the Dissolution Act,
5 on July 18, 2013, the Successor Agency prepared and submitted to the DOF for approval its
6 LRPMP, as approved by its Oversight Board, that addressed the disposition and use of
7 certain real properties of the Former CCRA. On March 13, 2014, the Successor Agency
8 prepared and submitted to the DOF for approval certain revisions to its LRPMP, as approved
9 by its Oversight Board, that addressed changes to the disposition of certain parking parcels of
10 the Former CCRA, including the subject Property (defined below), as described in the revised
11 LRPMP; and
12

13 WHEREAS, the DOF, by letter dated March 18, 2014, issued its determination
14 on the LRPMP, as revised, approving the Successor Agency's use and disposition of all the
15 properties listed in the LRPMP. The DOF's letter states that its approval of the LRPMP took
16 into account Resolution No. 2014-OB004 approving the revised LRPMP and accompanying
17 Agenda Item Report and acknowledges the Successor Agency's submittal of its LRPMP on
18 July 18, 2013 and the revised LRPMP on March 13, 2014; and
19

20 WHEREAS, the DOF-approved LRPMP provides for the Successor Agency's
21 transfer of that certain real property referenced by Assessor's Parcel No. 4206-029-932 and
22 located at 9099 Washington Boulevard in Culver City, California ("Property") to the City for
23 use to fulfill contractual enforceable obligations and no monetary compensation; and
24

25 WHEREAS, the activity proposed for approval by this Resolution has been
26 reviewed with respect to applicability of the California Environmental Quality Act ("CEQA"),
27 the State CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 et seq.,
28

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1 hereafter the “Guidelines”), and the City’s environmental evaluation procedures. The activity
2 proposed for approval by this Resolution is not a “project” for purposes of CEQA, as that term
3 is defined by Guidelines Section 15378, because the activity is an organizational or
4 administrative activity that will not result in a direct or indirect physical change in the
5 environment, per Section 15378(b)(5) of the Guidelines; and

6 WHEREAS, all other legal prerequisites to the adoption of this Resolution have
7 occurred.
8

9 NOW, THEREFORE, the City Council of the City of Culver City, DOES
10 HEREBY RESOLVE as follows:

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

13 SECTION 2. The City Council has received and heard all oral and written
14 objections to the City’s proposed acceptance of the Property from the Successor Agency for
15 use to fulfill contractual enforceable obligations and no monetary compensation, and to other
16 matters pertaining to this transaction, and that all such oral and written objections are hereby
17 overruled.
18

19 SECTION 3. The transfer and acceptance of the Property (9099 Washington
20 Boulevard; Assessor’s Parcel No. 4206-029-932) from the Successor Agency to the City for
21 use to fulfill contractual enforceable obligations and for no monetary compensation, pursuant
22 to the DOF-approved LRPMP is hereby approved. At the discretion of the City Manager of
23 the City, the Property may be transferred to the Culver City Parking Authority.
24

25 SECTION 4. The Grant Deed, in substantial form as the Grant Deed attached
26 to the April 21, 2014 Joint City Council and Successor Agency Agenda Item Report, Agenda
27
28

Attachment No. 2

1 Item No. JC-1, that effectuates the Successor Agency's disposition of the Property to the City,
2 is hereby approved.

3 SECTION 5. The City Council hereby authorizes and directs the City Manager
4 or designee, (i) to take all actions and to execute any and all documents, instruments, and
5 agreements necessary or desirable on behalf of the City, as approved by the City Manager
6 and the City Attorney, including without limitation the Grant Deed, in order to implement and
7 effectuate the transfer and acceptance of the Property from the Successor Agency to the
8 City, and to effectuate all other actions approved by this Resolution, including, without
9 limitation, approving changes, implementations, or revisions to documents, instruments, and
10 agreements as determined necessary by the City Manager, or designee; and (ii) to administer
11 the City's obligations, responsibilities, and duties to be performed pursuant to this Resolution
12 and all documents, instruments, and agreements required by and for the transfer and
13 acceptance of the Property from the Successor Agency.
14

15 SECTION 6. If any provision of this Resolution or the application of any such
16 provision to any person or circumstance is held invalid, such invalidity shall not affect other
17 provisions or applications of this Resolution that can be given effect without the invalid
18 provision or application, and to this end the provisions of this Resolution are severable. The
19 City declares that its City Council would have adopted this Resolution irrespective of the
20 invalidity of any particular portion of this Resolution.
21

22 SECTION 7. The adoption of this Resolution is not intended to and shall not
23 constitute a waiver by the City of any constitutional, legal or equitable rights that the City may
24 have to challenge, through any administrative or judicial proceedings, the effectiveness
25 and/or legality of all or any portion of the Dissolution Act, any determinations rendered or
26 actions or omissions to act by any public agency or government entity or division in the
27
28

Attachment No. 2

1 implementation of the Dissolution Act, and any and all related legal and factual issues, and
2 the City expressly reserves any and all rights, privileges, and defenses available under law
3 and equity.

4 SECTION 8. The City hereby determines that the activity approved by this
5 Resolution is not a "project" for purposes of CEQA, as that term is defined by Guidelines
6 Section 15378, because the activity approved by this Resolution is an organizational or
7 administrative activity that will not result in a direct or indirect physical change in the
8 environment, per Section 15378(b)(5) of the Guidelines.
9

10 SECTION 9. This Resolution shall take effect upon the date of its adoption.
11

12 APPROVED AND ADOPTED, this ____ day of _____, 2014.
13
14

15 _____
JEFFREY COOPER, Mayor
16 City of Culver City

17 ATTEST:
18

APPROVED AS TO FORM:
19

20 _____
MARTIN R. COLE, City Clerk

21 _____
CAROL SCHWAB, City Attorney

22 A14-00304
23
24
25
26
27
28

RESOLUTION NO. 2014-R____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CULVER CITY, CALIFORNIA, APPROVING (1) THE TRANSFER AND ACCEPTANCE OF CERTAIN REAL PROPERTY (3844 - 3848 and 3864 WATSEKA AVENUE; ASSESSOR'S PARCEL NOS. 4207-001-900, 4207-001-901, 4207-001-902, 4207-001-903, AND 4207-001-904) FROM THE SUCCESSOR AGENCY TO THE CULVER CITY REDEVELOPMENT AGENCY FOR USE TO FULFILL CONTRACTUAL ENFORCEABLE OBLIGATIONS 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 PROPERTY; AND (3) 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

1 and enforcing the enforceable obligations of the former redevelopment agencies and
2 expeditiously winding down the business and fiscal affairs of the former redevelopment
3 agencies; and

4 WHEREAS, the City Council of the City of Culver City adopted Resolution No.
5 2012-R001 on January 9, 2012, pursuant to Part 1.85 of the Dissolution Act, accepting for the
6 City the role of successor agency to the Former CCRA ("Successor Agency"); and

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

13 WHEREAS, the Dissolution Act was amended by Assembly Bill No. 1484 ("AB
14 1484") on June 27, 2012, which, among other things, imposed procedures for the Successor
15 Agency's disposition of certain Former CCRA-owned real property including the required
16 preparation of a Long Range Property Management Plan ("LRPMP") specifying the use and
17 disposition of all such property and for the required approval of the LRPMP by the California
18 Department of Finance ("DOF"). The Dissolution Act has since been further amended by
19 Assembly Bill No. 1585, Senate Bill No. 341 and Assembly Bill No. 471; and

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

1 WHEREAS, the oversight board has been established for the Successor
2 Agency (hereinafter referred to as "Oversight Board") and all seven (7) members have been
3 appointed to the Oversight Board pursuant to H&S Code Section 34179. The duties and
4 responsibilities of the Oversight Board are primarily set forth in H&S Sections 34179 through
5 34181 of the Dissolution Act; and

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

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

20 WHEREAS, the DOF-approved LRPMP provides for the Successor Agency's
21 transfer of that certain real property referenced by Assessor's Parcel Nos. 4207-001-900,
22 4207-001-901, 4207-001-902, 4207-001-903, and 4207-001-904 and located at 3844 - 3848
23 and 3864 Watseka Avenue in Culver City, California ("Property") to the City for use to fulfill
24 contractual enforceable obligations and no monetary compensation; and

1 WHEREAS, the activity proposed for approval by this Resolution has been
2 reviewed with respect to applicability of the California Environmental Quality Act ("CEQA"),
3 the State CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 et seq.,
4 hereafter the "Guidelines"), and the City's environmental evaluation procedures. The activity
5 proposed for approval by this Resolution is not a "project" for purposes of CEQA, as that term
6 is defined by Guidelines Section 15378, because the activity is an organizational or
7 administrative activity that will not result in a direct or indirect physical change in the
8 environment, per Section 15378(b)(5) of the Guidelines; and
9

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

12 NOW, THEREFORE, the City Council of the City of Culver City, DOES
13 HEREBY RESOLVE as follows:

14 SECTION 1. The foregoing recitals are true and correct and are a substantive
15 part of this Resolution.
16

17 SECTION 2. The City Council has received and heard all oral and written
18 objections to the City's proposed acceptance of the Property from the Successor Agency for
19 use to fulfill contractual enforceable obligations and no monetary compensation, and to other
20 matters pertaining to this transaction, and that all such oral and written objections are hereby
21 overruled.
22

23 SECTION 3. The transfer and acceptance of the Property (3844 - 3848 and
24 3864 Watseka Avenue; Assessor's Parcel Nos. 4207-001-900, 4207-001-901, 4207-001-902,
25 4207-001-903, and 4207-001-904) from the Successor Agency to the City for use to fulfill
26 contractual enforceable obligations and for no monetary compensation, pursuant to the DOF-
27
28

1 approved LRPMP, is hereby approved. At the discretion of the City Manager of the City, the
2 Property may be transferred to the Culver City Parking Authority.

3 SECTION 4. The Grant Deed, in substantial form as the Grant Deed attached
4 to the April 21, 2014 Joint City Council and Successor Agency Agenda Item Report, Agenda
5 Item No. JC-1, that effectuates the Successor Agency's disposition of the Property to the City,
6 is hereby approved.

7 SECTION 5. The City Council hereby authorizes and directs the City Manager
8 or designee, (i) to take all actions and to execute any and all documents, instruments, and
9 agreements necessary or desirable on behalf of the City, as approved by the City Manager
10 and the City Attorney, including without limitation the Grant Deed, in order to implement and
11 effectuate the transfer and acceptance of the Property from the Successor Agency to the
12 City, and to effectuate all other actions approved by this Resolution, including, without
13 limitation, approving changes, implementations, or revisions to documents, instruments, and
14 agreements as determined necessary by the City Manager, or designee; and (ii) to administer
15 the City's obligations, responsibilities, and duties to be performed pursuant to this Resolution
16 and all documents, instruments, and agreements required by and for the transfer and
17 acceptance of the Property from the Successor Agency.

18 SECTION 6. If any provision of this Resolution or the application of any such
19 provision to any person or circumstance is held invalid, such invalidity shall not affect other
20 provisions or applications of this Resolution that can be given effect without the invalid
21 provision or application, and to this end the provisions of this Resolution are severable. The
22 City declares that its City Council would have adopted this Resolution irrespective of the
23 invalidity of any particular portion of this Resolution.
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1 SECTION 7. The adoption of this Resolution is not intended to and shall not
2 constitute a waiver by the City of any constitutional, legal or equitable rights that the City may
3 have to challenge, through any administrative or judicial proceedings, the effectiveness
4 and/or legality of all or any portion of the Dissolution Act, any determinations rendered or
5 actions or omissions to act by any public agency or government entity or division in the
6 implementation of the Dissolution Act, and any and all related legal and factual issues, and
7 the City expressly reserves any and all rights, privileges, and defenses available under law
8 and equity.
9

10 SECTION 8. The City hereby determines that the activity approved by this
11 Resolution is not a "project" for purposes of CEQA, as that term is defined by Guidelines
12 Section 15378, because the activity approved by this Resolution is an organizational or
13 administrative activity that will not result in a direct or indirect physical change in the
14 environment, per Section 15378(b)(5) of the Guidelines.
15

16 SECTION 9. This Resolution shall take effect upon the date of its adoption.
17

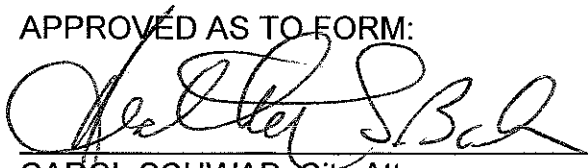
18 APPROVED AND ADOPTED, this ____ day of _____, 2014.
19
20

21 _____
22 JEFFREY COOPER, Mayor
23 City of Culver City

24 ATTEST:

25 APPROVED AS TO FORM:

26 _____
27 MARTIN R. COLE, City Clerk

28 for _____
 CAROL SCHWAB, City Attorney

A14-00305

RESOLUTION NO. 2014-R____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CULVER CITY, CALIFORNIA, APPROVING (1) THE TRANSFER AND ACCEPTANCE OF CERTAIN REAL PROPERTY (3825 CANFIELD AVENUE; ASSESSOR'S PARCEL NO. 4206-030-901) FROM THE SUCCESSOR AGENCY TO THE CULVER CITY REDEVELOPMENT AGENCY FOR USE TO FULFILL CONTRACTUAL ENFORCEABLE OBLIGATIONS 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 PROPERTY; AND (3) 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

1 expeditiously winding down the business and fiscal affairs of the former redevelopment
2 agencies; and

3 WHEREAS, the City Council of the City of Culver City adopted Resolution No.
4 2012-R001 on January 9, 2012, pursuant to Part 1.85 of the Dissolution Act, accepting for the
5 City the role of successor agency to the Former CCRA ("Successor Agency"); and

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

12
13 WHEREAS, the Dissolution Act was amended by Assembly Bill No. 1484 ("AB
14 1484") on June 27, 2012, which, among other things, imposed procedures for the Successor
15 Agency's disposition of certain Former CCRA-owned real property including the required
16 preparation of a Long Range Property Management Plan ("LRPMP") specifying the use and
17 disposition of all such property and for the required approval of the LRPMP by the California
18 Department of Finance ("DOF"). The Dissolution Act has since been further amended by
19 Assembly Bill No. 1585, Senate Bill No. 341 and Assembly Bill No. 471; and

20
21 WHEREAS, pursuant to the Dissolution Act, each successor agency shall have
22 an oversight board with fiduciary responsibilities to holders of enforceable obligations and to
23 the taxing entities that benefit from distributions of property taxes and other revenues
24 pursuant to H&S Code Section 34188 of the Dissolution Act; and

25
26 WHEREAS, the oversight board has been established for the Successor
27 Agency (hereinafter referred to as "Oversight Board") and all seven (7) members have been
28

1 appointed to the Oversight Board pursuant to H&S Code Section 34179. The duties and
2 responsibilities of the Oversight Board are primarily set forth in H&S Sections 34179 through
3 34181 of the Dissolution Act; and

4 WHEREAS, pursuant to H&S Code Section 34191.5(b) of the Dissolution Act,
5 on July 18, 2013, the Successor Agency prepared and submitted to the DOF for approval its
6 LRPMP, as approved by its Oversight Board, that addressed the disposition and use of
7 certain real properties of the Former CCRA. On March 13, 2014, the Successor Agency
8 prepared and submitted to the DOF for approval certain revisions to its LRPMP, as approved
9 by its Oversight Board, that addressed changes to the disposition of certain parking parcels of
10 the Former CCRA, including the subject Property (defined below), as described in the revised
11 LRPMP; and
12

13 WHEREAS, the DOF, by letter dated March 18, 2014, issued its determination
14 on the LRPMP, as revised, approving the Successor Agency's use and disposition of all the
15 properties listed in the LRPMP. The DOF's letter states that its approval of the LRPMP took
16 into account Resolution No. 2014-OB004 approving the revised LRPMP and accompanying
17 Agenda Item Report and acknowledges the Successor Agency's submittal of its LRPMP on
18 July 18, 2013 and the revised LRPMP on March 13, 2014; and
19

20 WHEREAS, the DOF-approved LRPMP provides for the Successor Agency's
21 transfer of that certain real property referenced by Assessor's Parcel No. 4206-030-901 and
22 located at 3825 Canfield Avenue in Culver City, California ("Property") to the City for use to
23 fulfill contractual enforceable obligations and no monetary compensation; and
24

25 WHEREAS, the activity proposed for approval by this Resolution has been
26 reviewed with respect to applicability of the California Environmental Quality Act ("CEQA"),
27 the State CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 et seq.,
28

1 hereafter the "Guidelines"), and the City's environmental evaluation procedures. The activity
2 proposed for approval by this Resolution is not a "project" for purposes of CEQA, as that term
3 is defined by Guidelines Section 15378, because the activity is an organizational or
4 administrative activity that will not result in a direct or indirect physical change in the
5 environment, per Section 15378(b)(5) of the Guidelines; and

6 WHEREAS, all other legal prerequisites to the adoption of this Resolution have
7 occurred.
8

9 NOW, THEREFORE, the City Council of the City of Culver City, DOES
10 HEREBY RESOLVE as follows:

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

13 SECTION 2. The City Council has received and heard all oral and written
14 objections to the City's proposed acceptance of the Property from the Successor Agency for
15 use to fulfill contractual enforceable obligations and no monetary compensation, and to other
16 matters pertaining to this transaction, and that all such oral and written objections are hereby
17 overruled.
18

19 SECTION 3. The transfer and acceptance of the Property (3825 Canfield
20 Avenue; Assessor's Parcel No. 4206-030-901) from the Successor Agency to the City for use
21 to fulfill contractual enforceable obligations and for no monetary compensation, pursuant to
22 the DOF-approved LRPMP is hereby approved. At the discretion of the City Manager of the
23 City, the Property may be transferred to the Culver City Parking Authority.
24

25 SECTION 4. The Grant Deed, in substantial form as the Grant Deed attached
26 to the April 21, 2014 Joint City Council and Successor Agency Agenda Item Report, Agenda
27
28

1 Item No. JC-1, that effectuates the Successor Agency's disposition of the Property to the City,
2 is hereby approved.

3 SECTION 5. The City Council hereby authorizes and directs the City Manager
4 or designee, (i) to take all actions and to execute any and all documents, instruments, and
5 agreements necessary or desirable on behalf of the City, as approved by the City Manager
6 and the City Attorney, including without limitation the Grant Deed, in order to implement and
7 effectuate the transfer and acceptance of the Property from the Successor Agency to the
8 City, and to effectuate all other actions approved by this Resolution, including, without
9 limitation, approving changes, implementations, or revisions to documents, instruments, and
10 agreements as determined necessary by the City Manager, or designee; and (ii) to administer
11 the City's obligations, responsibilities, and duties to be performed pursuant to this Resolution
12 and all documents, instruments, and agreements required by and for the transfer and
13 acceptance of the Property from the Successor Agency.
14

15 SECTION 6. If any provision of this Resolution or the application of any such
16 provision to any person or circumstance is held invalid, such invalidity shall not affect other
17 provisions or applications of this Resolution that can be given effect without the invalid
18 provision or application, and to this end the provisions of this Resolution are severable. The
19 City declares that its City Council would have adopted this Resolution irrespective of the
20 invalidity of any particular portion of this Resolution.
21

22 SECTION 7. The adoption of this Resolution is not intended to and shall not
23 constitute a waiver by the City of any constitutional, legal or equitable rights that the City may
24 have to challenge, through any administrative or judicial proceedings, the effectiveness
25 and/or legality of all or any portion of the Dissolution Act, any determinations rendered or
26 actions or omissions to act by any public agency or government entity or division in the
27
28

1 implementation of the Dissolution Act, and any and all related legal and factual issues, and
2 the City expressly reserves any and all rights, privileges, and defenses available under law
3 and equity.

4 SECTION 8. The City hereby determines that the activity approved by this
5 Resolution is not a "project" for purposes of CEQA, as that term is defined by Guidelines
6 Section 15378, because the activity approved by this Resolution is an organizational or
7 administrative activity that will not result in a direct or indirect physical change in the
8 environment, per Section 15378(b)(5) of the Guidelines.
9

10 SECTION 9. This Resolution shall take effect upon the date of its adoption.
11

12 APPROVED AND ADOPTED, this ____ day of _____, 2014.
13
14

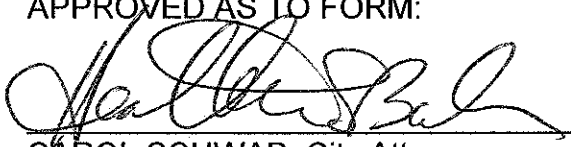
15 _____
16 JEFFREY COOPER, Mayor
City of Culver City

17 ATTEST:
18

19 APPROVED AS TO FORM:
20

21 _____
22 MARTIN R. COLE, City Clerk
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A14-00298


for CAROL SCHWAB, City Attorney

RESOLUTION NO. 2014-R_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CULVER CITY, CALIFORNIA, APPROVING (1) THE TRANSFER AND ACCEPTANCE OF CERTAIN REAL PROPERTY (9415-9425 VENICE BOULEVARD; ASSESSOR'S PARCEL NOS. 4313-019-900, 4313-019-901, 4313-019-902, AND 4313-019-903) FROM THE SUCCESSOR AGENCY TO THE CULVER CITY REDEVELOPMENT AGENCY FOR USE TO FULFILL CONTRACTUAL ENFORCEABLE OBLIGATIONS 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 PROPERTY; AND (3) 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

1 and enforcing the enforceable obligations of the former redevelopment agencies and
2 expeditiously winding down the business and fiscal affairs of the former redevelopment
3 agencies; and

4 WHEREAS, the City Council of the City of Culver City adopted Resolution No.
5 2012-R001 on January 9, 2012, pursuant to Part 1.85 of the Dissolution Act, accepting for the
6 City the role of successor agency to the Former CCRA ("Successor Agency"); and

7
8 WHEREAS, on February 6, 2012, the Board of Directors of the Successor
9 Agency, adopted Resolution No. 2012-SA001 naming itself the "Successor Agency to the
10 Culver City Redevelopment Agency", the sole name by which it will exercise its powers and
11 fulfill its duties pursuant to Part 1.85 of the Dissolution Act and establishing itself as a
12 separate legal entity with rules and regulations that will apply to the governance and
13 operations of the Successor Agency; and

14
15 WHEREAS, the Dissolution Act was amended by Assembly Bill No. 1484 ("AB
16 1484") on June 27, 2012, which, among other things, imposed procedures for the Successor
17 Agency's disposition of certain Former CCRA-owned real property including the required
18 preparation of a Long Range Property Management Plan ("LRPMP") specifying the use and
19 disposition of all such property and for the required approval of the LRPMP by the California
20 Department of Finance ("DOF"). The Dissolution Act has since been further amended by
21 Assembly Bill No. 1585, Senate Bill No. 341 and Assembly Bill No. 471; and

22
23 WHEREAS, pursuant to the Dissolution Act, each successor agency shall have
24 an oversight board with fiduciary responsibilities to holders of enforceable obligations and to
25 the taxing entities that benefit from distributions of property taxes and other revenues
26 pursuant to H&S Code Section 34188 of the Dissolution Act; and

1 WHEREAS, the oversight board has been established for the Successor
2 Agency (hereinafter referred to as "Oversight Board") and all seven (7) members have been
3 appointed to the Oversight Board pursuant to H&S Code Section 34179. The duties and
4 responsibilities of the Oversight Board are primarily set forth in H&S Sections 34179 through
5 34181 of the Dissolution Act; and

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

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

20 WHEREAS, the DOF-approved LRPMP provides for the Successor Agency's
21 transfer of that certain real property referenced by Assessor's Parcel Nos. 4313-019-900,
22 4313-019-901, 4313-019-902, and 4313-019-903 and located at 9415-9425 Venice
23 Boulevard in Culver City, California ("Property") to the City for use to fulfill contractual
24 enforceable obligations and no monetary compensation; and

1 WHEREAS, the activity proposed for approval by this Resolution has been
2 reviewed with respect to applicability of the California Environmental Quality Act ("CEQA"),
3 the State CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 et seq.,
4 hereafter the "Guidelines"), and the City's environmental evaluation procedures. The activity
5 proposed for approval by this Resolution is not a "project" for purposes of CEQA, as that term
6 is defined by Guidelines Section 15378, because the activity is an organizational or
7 administrative activity that will not result in a direct or indirect physical change in the
8 environment, per Section 15378(b)(5) of the Guidelines; and
9

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

12 NOW, THEREFORE, the City Council of the City of Culver City, DOES
13 HEREBY RESOLVE as follows:

14 SECTION 1. The foregoing recitals are true and correct and are a substantive
15 part of this Resolution.
16

17 SECTION 2. The City Council has received and heard all oral and written
18 objections to the City's proposed acceptance of the Property from the Successor Agency for
19 use to fulfill contractual enforceable obligations and no monetary compensation, and to other
20 matters pertaining to this transaction, and that all such oral and written objections are hereby
21 overruled.
22

23 SECTION 3. The transfer and acceptance of the Property (9415-9425 Venice
24 Boulevard; Assessor's Parcel Nos. 4313-019-900, 4313-019-901, 4313-019-902, and 4313-
25 019-903) from the Successor Agency to the City for use to fulfill contractual enforceable
26 obligations and for no monetary compensation, pursuant to the DOF-approved LRPMP, is
27
28

1 hereby approved. At the discretion of the City Manager of the City, the Property may be
2 transferred to the Culver City Parking Authority.

3 SECTION 4. The Grant Deed, in substantial form as the Grant Deed attached
4 to the April 21, 2014 Joint City Council and Successor Agency Agenda Item Report, Agenda
5 Item No. JC-1, that effectuates the Successor Agency's disposition of the Property to the City,
6 is hereby approved.

7 SECTION 5. The City Council hereby authorizes and directs the City Manager
8 or designee, (i) to take all actions and to execute any and all documents, instruments, and
9 agreements necessary or desirable on behalf of the City, as approved by the City Manager
10 and the City Attorney, including without limitation the Grant Deed, in order to implement and
11 effectuate the transfer and acceptance of the Property from the Successor Agency to the
12 City, and to effectuate all other actions approved by this Resolution, including, without
13 limitation, approving changes, implementations, or revisions to documents, instruments, and
14 agreements as determined necessary by the City Manager, or designee; and (ii) to administer
15 the City's obligations, responsibilities, and duties to be performed pursuant to this Resolution
16 and all documents, instruments, and agreements required by and for the transfer and
17 acceptance of the Property from the Successor Agency.

18 SECTION 6. If any provision of this Resolution or the application of any such
19 provision to any person or circumstance is held invalid, such invalidity shall not affect other
20 provisions or applications of this Resolution that can be given effect without the invalid
21 provision or application, and to this end the provisions of this Resolution are severable. The
22 City declares that its City Council would have adopted this Resolution irrespective of the
23 invalidity of any particular portion of this Resolution.

1 SECTION 7. The adoption of this Resolution is not intended to and shall not
2 constitute a waiver by the City of any constitutional, legal or equitable rights that the City may
3 have to challenge, through any administrative or judicial proceedings, the effectiveness
4 and/or legality of all or any portion of the Dissolution Act, any determinations rendered or
5 actions or omissions to act by any public agency or government entity or division in the
6 implementation of the Dissolution Act, and any and all related legal and factual issues, and
7 the City expressly reserves any and all rights, privileges, and defenses available under law
8 and equity.
9

10 SECTION 8. The City hereby determines that the activity approved by this
11 Resolution is not a "project" for purposes of CEQA, as that term is defined by Guidelines
12 Section 15378, because the activity approved by this Resolution is an organizational or
13 administrative activity that will not result in a direct or indirect physical change in the
14 environment, per Section 15378(b)(5) of the Guidelines.
15

16 SECTION 9. This Resolution shall take effect upon the date of its adoption.
17

18 APPROVED AND ADOPTED, this ____ day of _____, 2014.
19
20

21 _____
22 JEFFREY COOPER, Mayor
23 City of Culver City

24 ATTEST:

25 APPROVED AS TO FORM:

26 _____
27 MARTIN R. COLE, City Clerk

28 _____
 CAROL SCHWAB, City Attorney

A14-00302

RESOLUTION NO. 2014-R____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CULVER CITY, CALIFORNIA, APPROVING (1) THE TRANSFER AND ACCEPTANCE OF CERTAIN REAL PROPERTY (3757 ROBERTSON BOULEVARD; ASSESSOR'S PARCEL NOS. 4206-033-932, 4206-033-934, AND 4206-033-935) FROM THE SUCCESSOR AGENCY TO THE CULVER CITY REDEVELOPMENT AGENCY FOR USE TO FULFILL CONTRACTUAL ENFORCEABLE OBLIGATIONS 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 PROPERTY; AND (3) 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

1 and enforcing the enforceable obligations of the former redevelopment agencies and
2 expeditiously winding down the business and fiscal affairs of the former redevelopment
3 agencies; and

4 WHEREAS, the City Council of the City of Culver City adopted Resolution No.
5 2012-R001 on January 9, 2012, pursuant to Part 1.85 of the Dissolution Act, accepting for the
6 City the role of successor agency to the Former CCRA ("Successor Agency"); and

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

13 WHEREAS, the Dissolution Act was amended by Assembly Bill No. 1484 ("AB
14 1484") on June 27, 2012, which, among other things, imposed procedures for the Successor
15 Agency's disposition of certain Former CCRA-owned real property including the required
16 preparation of a Long Range Property Management Plan ("LRPMP") specifying the use and
17 disposition of all such property and for the required approval of the LRPMP by the California
18 Department of Finance ("DOF"). The Dissolution Act has since been further amended by
19 Assembly Bill No. 1585, Senate Bill No. 341 and Assembly Bill No. 471; and

20 WHEREAS, pursuant to the Dissolution Act, each successor agency shall have
21 an oversight board with fiduciary responsibilities to holders of enforceable obligations and to
22 the taxing entities that benefit from distributions of property taxes and other revenues
23 pursuant to H&S Code Section 34188 of the Dissolution Act; and
24
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1 WHEREAS, the oversight board has been established for the Successor
2 Agency (hereinafter referred to as "Oversight Board") and all seven (7) members have been
3 appointed to the Oversight Board pursuant to H&S Code Section 34179. The duties and
4 responsibilities of the Oversight Board are primarily set forth in H&S Sections 34179 through
5 34181 of the Dissolution Act; and

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

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

20 WHEREAS, the DOF-approved LRPMP provides for the Successor Agency's
21 transfer of that certain real property referenced by Assessor's Parcel Nos. 4206-033-932,
22 4206-033-934, and 4206-033-935 and located at 3757 Robertson Boulevard in Culver City,
23 California ("Property") to the City for use to fulfill contractual enforceable obligations and no
24 monetary compensation; and

1 WHEREAS, the activity proposed for approval by this Resolution has been
2 reviewed with respect to applicability of the California Environmental Quality Act ("CEQA"),
3 the State CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 et seq.,
4 hereafter the "Guidelines"), and the City's environmental evaluation procedures. The activity
5 proposed for approval by this Resolution is not a "project" for purposes of CEQA, as that term
6 is defined by Guidelines Section 15378, because the activity is an organizational or
7 administrative activity that will not result in a direct or indirect physical change in the
8 environment, per Section 15378(b)(5) of the Guidelines; and
9

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

12 NOW, THEREFORE, the City Council of the City of Culver City, DOES
13 HEREBY RESOLVE as follows:

14 SECTION 1. The foregoing recitals are true and correct and are a substantive
15 part of this Resolution.
16

17 SECTION 2. The City Council has received and heard all oral and written
18 objections to the City's proposed acceptance of the Property from the Successor Agency for
19 use to fulfill contractual enforceable obligations and no monetary compensation, and to other
20 matters pertaining to this transaction, and that all such oral and written objections are hereby
21 overruled.
22

23 SECTION 3. The transfer and acceptance of the Property (3757 Robertson
24 Boulevard; Assessor's Parcel Nos. 4206-033-932, 4206-033-934, and 4206-033-935) from
25 the Successor Agency to the City for use to fulfill contractual enforceable obligations and for
26 no monetary compensation, pursuant to the DOF-approved LRPMP, is hereby approved. At
27
28

1 the discretion of the City Manager of the City, the Property may be transferred to the Culver
2 City Parking Authority.

3 SECTION 4. The Grant Deed, in substantial form as the Grant Deed attached
4 to the April 21, 2014 Joint City Council and Successor Agency Agenda Item Report, Agenda
5 Item No. JC-1, that effectuates the Successor Agency's disposition of the Property to the City,
6 is hereby approved.

7 SECTION 5. The City Council hereby authorizes and directs the City Manager
8 or designee, (i) to take all actions and to execute any and all documents, instruments, and
9 agreements necessary or desirable on behalf of the City, as approved by the City Manager
10 and the City Attorney, including without limitation the Grant Deed, in order to implement and
11 effectuate the transfer and acceptance of the Property from the Successor Agency to the
12 City, and to effectuate all other actions approved by this Resolution, including, without
13 limitation, approving changes, implementations, or revisions to documents, instruments, and
14 agreements as determined necessary by the City Manager, or designee; and (ii) to administer
15 the City's obligations, responsibilities, and duties to be performed pursuant to this Resolution
16 and all documents, instruments, and agreements required by and for the transfer and
17 acceptance of the Property from the Successor Agency.

18 SECTION 6. If any provision of this Resolution or the application of any such
19 provision to any person or circumstance is held invalid, such invalidity shall not affect other
20 provisions or applications of this Resolution that can be given effect without the invalid
21 provision or application, and to this end the provisions of this Resolution are severable. The
22 City declares that its City Council would have adopted this Resolution irrespective of the
23 invalidity of any particular portion of this Resolution.

SECTION 7. The adoption of this Resolution is not intended to and shall not constitute a waiver by the City of any constitutional, legal or equitable rights that the City 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 City expressly reserves any and all rights, privileges, and defenses available under law and equity.

SECTION 8. The City hereby determines that the activity approved by this Resolution is not a "project" for purposes of CEQA, as that term is defined by Guidelines Section 15378, because the activity approved by this Resolution is an organizational or administrative activity that will not result in a direct or indirect physical change in the environment, per Section 15378(b)(5) of the Guidelines.

SECTION 9. This Resolution shall take effect upon the date of its adoption.

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

JEFFREY COOPER, Mayor
City of Culver City

ATTEST:

APPROVED AS TO FORM:

MARTIN R. COLE, City Clerk

CAROL SCHWAB, City Attorney

A14-00300

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

SPACE ABOVE THIS LINE FOR RECORDING USE

Assessor's Parcel No. 4206-029-932

OFFICIAL BUSINESS

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

GRANT DEED

(9099 Washington Boulevard - Ince)

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 to fulfill contractual enforceable obligations, and for other public purposes, hereby grants to the CITY OF CULVER CITY, a California municipal corporation, herein called "Grantee", the real property described in Exhibit "A" attached hereto ("Property") and incorporated herein by this reference, in accordance with and subject to the covenants, conditions and restrictions set forth in this Grant Deed.

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 Property, or any interest therein or any portion thereof.

1. Conveyance in Accordance With LRPMP. The Property is conveyed in accordance with the LRPMP.

2. 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 Property 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.”

3. 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 made in good faith and for value as to the Property, whether or not said mortgage or deed of trust is subordinated to this Grant Deed; provided, however, that any subsequent owner of the Property, or any interest therein or any portion thereof, 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.

4. Covenants Run With Land. All covenants contained in this Grant Deed shall be covenants running with the land. All of the Grantee's obligations and covenants hereunder shall remain in effect in perpetuity.

5. Covenants For Benefit of Grantor. 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 and its successors and assigns, and such covenants shall run in favor of, and be enforceable by, the Grantor and its successors and assigns, against Grantee, its successors and assigns, to or of the Property conveyed herein or any portion thereof or any interest therein, and any party in possession or occupancy of the Property or portion thereof, for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. The Grantor and its 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.

6. 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 Property 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 Property. 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 Redevelopment 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.

7. 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 with respect to obligations to be performed, kept or observed by Grantee or Grantor in respect to Property or any part thereof after the conveyance of said Property shall be deemed to be merged with this Grant Deed.

8. 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”

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]

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 2014, from the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF CULVER CITY to the CITY OF CULVER CITY is hereby accepted by the undersigned officer on behalf of the City Council of the City of Culver City pursuant to authority conferred by the City Council through Resolution No. 2014-_____ adopted on _____, 2014, and the Grantee consents to recordation thereof by its duly authorized officer.

“GRANTEE”

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: _____
Martin R. Cole, City Clerk

APPROVED AS TO FORM:

By: _____
Carol Schwab
City Attorney

By: _____
KANE, BALLMER & BERKMAN
City Special Counsel

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

(9099 Washington Boulevard - Ince)

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:

Ince Parking Structure 9099 Washington Boulevard.

Assessor Parcel No.: 4206-029-932

LOT 3 OF PARCEL MAP NO. 25831 AS PER PARCEL MAP RECORDED IN THE COUNTY OF L.A. IN BOOK 308 PAGES 92 THRU 94 OF PARCEL MAPS RECORDED IN APRIL 2002 WITH ASSESSOR PARCEL NO. NO. 4206-029-932.

End of Legal Description.

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

SPACE ABOVE THIS LINE FOR RECORDING USE

Assessor's Parcel Nos. 4207-001-900;
4207-001-901;
4207-001-902;
4207-001-903;
4207-001-904

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

GRANT DEED

(3844-3848 & 3864 Watseka Avenue)

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 to fulfill contractual enforceable obligations, and for other public purposes, hereby grants to the CITY OF CULVER CITY, a California municipal corporation, herein called "Grantee", the real property described in Exhibit "A" attached hereto ("Property") and incorporated herein by this reference, in accordance with and subject to the covenants, conditions and restrictions set forth in this Grant Deed.

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 Property, or any interest therein or any portion thereof.

1. Conveyance in Accordance With LRPMP. The Property is conveyed in accordance with the LRPMP.

2. 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 Property 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.”

3. 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 made in good faith and for value as to the Property, whether or not said mortgage or deed of trust is subordinated to this Grant Deed; provided, however, that any

subsequent owner of the Property, or any interest therein or any portion thereof, 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.

4. Covenants Run With Land. All covenants contained in this Grant Deed shall be covenants running with the land. All of the Grantee's obligations and covenants hereunder shall remain in effect in perpetuity.

5. Covenants For Benefit of Grantor. 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 and its successors and assigns, and such covenants shall run in favor of, and be enforceable by, the Grantor and its successors and assigns, against Grantee, its successors and assigns, to or of the Property conveyed herein or any portion thereof or any interest therein, and any party in possession or occupancy of the Property or portion thereof, for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. The Grantor and its 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.

6. 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 Property 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 Property. 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 Redevelopment 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.

7. 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 with respect to obligations to be performed, kept or observed by Grantee or Grantor in respect to Property or any part thereof after the conveyance of said Property shall be deemed to be merged with this Grant Deed.

8. 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”

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]

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 2014, from the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF CULVER CITY to the CITY OF CULVER CITY is hereby accepted by the undersigned officer on behalf of the City Council of the City of Culver City pursuant to authority conferred by the City Council through Resolution No. 2014-_____ adopted on _____, 2014, and the Grantee consents to recordation thereof by its duly authorized officer.

“GRANTEE”

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: _____
Martin R. Cole, City Clerk

APPROVED AS TO FORM:

By: _____
Carol Schwab
City Attorney

By: _____
KANE, BALLMER & BERKMAN
City Special Counsel

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

(3844-3848 & 3864 Watseka Avenue)

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:

Witseka Parking Structure 3844-3848 & 3864 Witseka Avenue.

Assessor Parcel No.:	4207-001-900
	4207-001-901
	4207-001-902
	4207-001-903
	4207-001-904

LOTS 19, 20, 21, 22, 23, 24 AND 25 IN BLOCK 14 OF TRACT 2444, IN THE CITY OF CULVER CITY, AS PER MAP RECORDED IN BOOK 24 PAGES 5, 6 AND 7 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDED OF SAID COUNTY.

End of Legal Description.

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

SPACE ABOVE THIS LINE FOR RECORDING USE

Assessor's Parcel No. 4206-030-901

OFFICIAL BUSINESS

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

GRANT DEED

(3825 Canfield Avenue)

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 to fulfill contractual enforceable obligations, and for other public purposes, hereby grants to the CITY OF CULVER CITY, a California municipal corporation, herein called "Grantee", the real property described in Exhibit "A" attached hereto ("Property") and incorporated herein by this reference, in accordance with and subject to the covenants, conditions and restrictions set forth in this Grant Deed.

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 Property, or any interest therein or any portion thereof.

1. Conveyance in Accordance With LRPMP. The Property is conveyed in accordance with the LRPMP.

2. 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 Property 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.”

3. 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 made in good faith and for value as to the Property, whether or not said mortgage or deed of trust is subordinated to this Grant Deed; provided, however, that any subsequent owner of the Property, or any interest therein or any portion thereof, 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.

4. Covenants Run With Land. All covenants contained in this Grant Deed shall be covenants running with the land. All of the Grantee's obligations and covenants hereunder shall remain in effect in perpetuity.

5. Covenants For Benefit of Grantor. 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 and its successors and assigns, and such covenants shall run in favor of, and be enforceable by, the Grantor and its successors and assigns, against Grantee, its successors and assigns, to or of the Property conveyed herein or any portion thereof or any interest therein, and any party in possession or occupancy of the Property or portion thereof, for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. The Grantor and its 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.

6. 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 Property 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 Property. 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 Redevelopment 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.

7. 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 with respect to obligations to be performed, kept or observed by Grantee or Grantor in respect to Property or any part thereof after the conveyance of said Property shall be deemed to be merged with this Grant Deed.

8. 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”

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]

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 2014, from the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF CULVER CITY to the CITY OF CULVER CITY is hereby accepted by the undersigned officer on behalf of the City Council of the City of Culver City pursuant to authority conferred by the City Council through Resolution No. 2014-_____ adopted on _____, 2014, and the Grantee consents to recordation thereof by its duly authorized officer.

“GRANTEE”

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: _____
Martin R. Cole, City Clerk

APPROVED AS TO FORM:

By: _____
Carol Schwab
City Attorney

By: _____
KANE, BALLMER & BERKMAN
City Special Counsel

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

(3825 Canfield Avenue)

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:

Canfield Parking Lot 3825 Canfield Avenue.

Assessor Parcel No.: 4206-030-901.

LOTS 22, 23 AND 24 IN BLOCK 16 OF TRACT 2444, IN THE CITY OF CULVER CITY, AS PER MAP RECORDED IN BOOK 24, PAGES 5-7 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

End of Legal Description.

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

SPACE ABOVE THIS LINE FOR RECORDING USE

Assessor's Parcel Nos. 4313-019-900;
4313-019-901;
4313-019-902;
4313-019-903

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

GRANT DEED

(9415-9425 Venice Boulevard)

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 to fulfill contractual enforceable obligations, and for other public purposes, hereby grants to the CITY OF CULVER CITY, a California municipal corporation, herein called "Grantee", the real property described in Exhibit "A" attached hereto ("Property") and incorporated herein by this reference, in accordance with and subject to the covenants, conditions and restrictions set forth in this Grant Deed.

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 Property, or any interest therein or any portion thereof.

1. Conveyance in Accordance With LRPMP. The Property is conveyed in accordance with the LRPMP.

2. 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 Property 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.”

3. 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 made in good faith and for value as to the Property, whether or not said mortgage or deed of trust is subordinated to this Grant Deed; provided, however, that any

subsequent owner of the Property, or any interest therein or any portion thereof, 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.

4. Covenants Run With Land. All covenants contained in this Grant Deed shall be covenants running with the land. All of the Grantee's obligations and covenants hereunder shall remain in effect in perpetuity.

5. Covenants For Benefit of Grantor. 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 and its successors and assigns, and such covenants shall run in favor of, and be enforceable by, the Grantor and its successors and assigns, against Grantee, its successors and assigns, to or of the Property conveyed herein or any portion thereof or any interest therein, and any party in possession or occupancy of the Property or portion thereof, for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. The Grantor and its 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.

6. 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 Property 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 Property. 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 Redevelopment 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.

7. 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 with respect to obligations to be performed, kept or observed by Grantee or Grantor in respect to Property or any part thereof after the conveyance of said Property shall be deemed to be merged with this Grant Deed.

8. 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”

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]

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 2014, from the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF CULVER CITY to the CITY OF CULVER CITY is hereby accepted by the undersigned officer on behalf of the City Council of the City of Culver City pursuant to authority conferred by the City Council through Resolution No. 2014-_____ adopted on _____, 2014, and the Grantee consents to recordation thereof by its duly authorized officer.

“GRANTEE”

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: _____
Martin R. Cole, City Clerk

APPROVED AS TO FORM:

By: _____
Carol Schwab
City Attorney

By: _____
KANE, BALLMER & BERKMAN
City Special Counsel

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

(9415-9425 Venice Boulevard)

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:

Venice Parking Lot 9415-9425 Venice Boulevard.

Assessor Parcel No.:	4313-019-900
	4313-019-901
	4313-019-902
	4313-019-903

LOTS 21, 21, 22 AND 23 OF BLOCK 8 OF TRACT NO. 2444, PER MAP RECORDED IN BOOK 24 PAGE 6 OF MAPS.

End of Legal Description.

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

SPACE ABOVE THIS LINE FOR RECORDING USE

Assessor's Parcel Nos. 4206-033-932;
4206-033-934;
4206-033-935

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

GRANT DEED

(3757 Robertson Boulevard)

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 to fulfill contractual enforceable obligations, and for other public purposes, hereby grants to the CITY OF CULVER CITY, a California municipal corporation, herein called "Grantee", the real property described in Exhibit "A" attached hereto ("Property") and incorporated herein by this reference, in accordance with and subject to the covenants, conditions and restrictions set forth in this Grant Deed.

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 Property, or any interest therein or any portion thereof.

1. Conveyance in Accordance With LRPMP. The Property is conveyed in accordance with the LRPMP.

2. 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 Property 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.”

3. 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 made in good faith and for value as to the Property, whether or not said mortgage or deed of trust is subordinated to this Grant Deed; provided, however, that any

subsequent owner of the Property, or any interest therein or any portion thereof, 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.

4. Covenants Run With Land. All covenants contained in this Grant Deed shall be covenants running with the land. All of the Grantee's obligations and covenants hereunder shall remain in effect in perpetuity.

5. Covenants For Benefit of Grantor. 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 and its successors and assigns, and such covenants shall run in favor of, and be enforceable by, the Grantor and its successors and assigns, against Grantee, its successors and assigns, to or of the Property conveyed herein or any portion thereof or any interest therein, and any party in possession or occupancy of the Property or portion thereof, for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. The Grantor and its 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.

6. 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 Property 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 Property. 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 Redevelopment 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.

7. 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 with respect to obligations to be performed, kept or observed by Grantee or Grantor in respect to Property or any part thereof after the conveyance of said Property shall be deemed to be merged with this Grant Deed.

8. 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”

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]

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 2014, from the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF CULVER CITY to the CITY OF CULVER CITY is hereby accepted by the undersigned officer on behalf of the City Council of the City of Culver City pursuant to authority conferred by the City Council through Resolution No. 2014-_____ adopted on _____, 2014, and the Grantee consents to recordation thereof by its duly authorized officer.

“GRANTEE”

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: _____
Martin R. Cole, City Clerk

APPROVED AS TO FORM:

By: _____
Carol Schwab
City Attorney

By: _____
KANE, BALLMER & BERKMAN
City Special Counsel

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

(3757 Robertson Boulevard)

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:

3757 Robertson Boulevard.

Assessor Parcel No.: 4206-033-932
 4206-033-934
 4206-033-935

BEING A PORTION OF LOTS 25 AND 26 OF TRACT NO. 3872, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, AND STATE OF CALIFORNIA, RECORDED IN BOOK 42, PAGE 25 OFFICIAL RECORDS OF THE COUNTY RECORDER OF SAID COUNTY.

End of Legal Description.