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Section 27383

RECORDING REQUESTED BY,
AND WHEN RECORDED, MAIL TO:

THE CITY OF CULVER CITY
9770 Culver Boulevard
P.O. Box 507
Culver City, California 90232-0507
Attention: Martin Cole, City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APNs
4206-028-900
4206-028-901

EXEMPT FROM DOCUMENTARY TRANSFER TAX
PER REVENUE AND TAXATION CODE SECTION 11922

GRANT DEED

(3846 Cardiff Avenue)

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the SUCCESSOR AGENCY TO THE CULVER CITY REDEVELOPMENT AGENCY, a public entity existing under the laws of the State of California and successor-in-interest to the former Culver City Redevelopment Agency, herein called the “**Grantor**”, acting consistent with the Long Range Property Management Plan (the “**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 the “**Grantee**”, the real property legally described in the Legal Description attached hereto as Exhibit A, incorporated herein by this reference (the “**Property**”), in accordance with and subject to the covenants, conditions and restrictions set forth in this Grant Deed (this “**Grant Deed**”).

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

1. Conveyance Consistent with LRPMP. The Property is conveyed pursuant to 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 any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any 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 premises 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 any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, 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 any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1,

subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself 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 of the land.”

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 the 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 the 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 the 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 a Redevelopment Project Area, or any person or entity having any interest in any other such realty. No amendment to a 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 the Grantee or the Grantor in respect to the 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 Begin On Next Page]

IN WITNESS WHEREOF, the Grantor and the Grantee have caused this instrument to be executed on their behalf by their respective officers hereunto duly authorized this _____ day of _____, 2016.

“GRANTOR”

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

Dated: _____

By: _____
John M. Nachbar
Executive Director

APPROVED AS TO CONTENT:

By: _____
Sol Blumenfeld
Assistant Executive Director

ATTEST:

By: _____
Martin R. Cole
Successor Agency Secretary

APPROVED AS TO FORM:

By: _____
Carol Schwab
Successor Agency General Counsel

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

[Signatures Continue On Next Page]

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 2016, from the SUCCESSOR AGENCY TO THE CULVER CITY REDEVELOPMENT AGENCY 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. 2016-R_____ adopted on _____, 2016, 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

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____, a 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 _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____, a 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 _____

EXHIBIT A

LEGAL DESCRIPTION

(3846 Cardiff Avenue)

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

LOTS 11, 12, 13, 14, IN BLOCK 15 AND 18 OF TRACT NO 2444. AS PER MAP RECORDED IN BOOK 24, PAGE 7 OF MAPS OF THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF LOS ANGELES.

APNs

4206-028-900

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