

MEETING DATE: 04/21/2014

**AGENDA ITEM: JOINT CITY COUNCIL-SUCCESSOR AGENCY
AGENDA ITEM: Adoption of a Resolution
Approving the Transfer and Acceptance of Real
Property (Assessor's Parcel No. 4206-029-935) (at
Town Plaza) from the Successor Agency to the
City of Culver City for Governmental Use
Pursuant to the Long Range Property
Management Plan and Approving the Grant Deed
and Related Actions.**

ATTACHMENTS

	<u>Pages</u>
1. Proposed Successor Agency resolution authorizing the transfer of property from the Successor Agency to the City of Culver City.	1-6
2. Proposed City resolution accepting the transfer of property from the Successor Agency to the City of Culver City.	7-12
3. Grant Deed.	13-21

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 (ASSESSOR'S PARCEL NO. 4206-029-935, "CITY PARCEL") TO THE CITY OF CULVER CITY FOR GOVERNMENTAL USE 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 CITY PARCEL; 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 sale and transfer of that certain real property referenced by Assessor's Parcel No. 4206-029-
22 935 and located in Culver City, California ("City Parcel") to the City of Culver City for
23 governmental use 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 Board of Directors of the Successor Agency to the
10 Culver City Redevelopment Agency, DOES 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 Successor Agency Board has received and heard all oral and
14 written objections to the Successor Agency's proposed transfer of the City Parcel to the City
15 of Culver City for governmental use and no monetary compensation, and to other matters
16 pertaining to this transaction, and that all such oral and written objections are hereby
17 overruled.
18

19 SECTION 3. The Successor Agency Board hereby approves, and recommends
20 to its Oversight Board the approval of, the transfer of the City Parcel (Assessor's Parcel No.
21 4206-029-935) from the Successor Agency to the City of Culver City for governmental use
22 and for no monetary compensation, pursuant to the DOF-approved LRPMP.
23

24 SECTION 4. The Successor Agency Board hereby approves, and recommends
25 to its Oversight Board the approval of, the Grant Deed, in substantial form as the Grant Deed
26 attached to the April 21, 2014 Joint City Council and Successor Agency Agenda Item Report,
27
28

1 Agenda Item No. JC-2, that effectuates the Successor Agency's disposition of the City Parcel
2 to the City of Culver City.

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

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

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

SECTION 8. The Successor Agency 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.

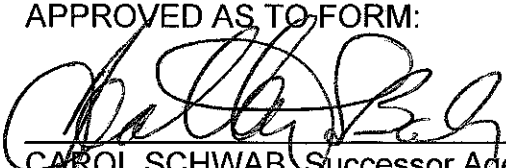
APPROVED AND ADOPTED, this ____ day of _____, 2014.

JEFFREY COOPER, Chair
City of Culver City

ATTEST:

APPROVED AS TO FORM:

MARTIN R. COLE, Secretary



CAROL SCHWAB, Successor Agency
for General Counsel

A14-00318

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 (ASSESSOR'S PARCEL NO. 4206-029-935, "CITY PARCEL") FROM THE SUCCESSOR AGENCY TO THE CULVER CITY REDEVELOPMENT AGENCY FOR GOVERNMENTAL USE 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 CITY PARCEL; 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 City Parcel (defined below), as described in the
11 revised 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. 4206-029-935 and
22 located in Culver City, California ("City Parcel") to the City of Culver City for governmental use
23 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 City Parcel from the Successor Agency
15 for governmental use and no monetary compensation, and to other matters pertaining to this
16 transaction, and that all such oral and written objections are hereby overruled.
17

18 SECTION 3. The transfer and acceptance of the City Parcel (Assessor's Parcel
19 No. 4206-029-935) from the Successor Agency to the City of Culver City for governmental
20 use and no monetary compensation, pursuant to the DOF-approved LRPMP, is hereby
21 approved.
22

23 SECTION 4. The Grant Deed, in substantial form as the Grant Deed attached
24 to the April 21, 2014 Joint City Council and Successor Agency Agenda Item Report, Agenda
25 Item No. JC-2, that effectuates the Successor Agency's disposition of the City Parcel to the
26 City, is hereby approved.
27
28

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

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

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

1 the City expressly reserves any and all rights, privileges, and defenses available under law
2 and equity.

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

8
9 SECTION 9. This Resolution shall take effect upon the date of its adoption.

10
11 APPROVED AND ADOPTED, this ____ day of _____, 2014.

12
13
14 _____
JEFFREY COOPER, Mayor
City of Culver City

15
16 ATTEST:

17 APPROVED AS TO FORM:

18 _____
19 MARTIN R. COLE, City Clerk

20 _____
21 CAROL SCHWAB, City Attorney

22
23
24
25
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27
28
A14-00322

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. 4206-029-935

OFFICIAL BUSINESS

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

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF CULVER CITY, a public entity existing under the laws of the State of California and successor-in-interest to the former Redevelopment Agency of the City of Culver City, herein called "Grantor", acting to carry out the Long Range Property Management Plan ("LRPMP") approved by the California Department of Finance on March 18, 2014 in accordance with Chapter 9 (commencing with Section 34191.1) of Part 1.85 of Division 24 of the California Health and Safety Code, and for other governmental and 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 ("City Parcel") 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 City Parcel, or any interest therein or any portion thereof.

1. Conveyance in Accordance With LRPMP. The City Parcel 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,

Attachment No. 3

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 City Parcel on the basis of race, color, religion, sex, marital status, ancestry or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

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

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

“That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.”

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

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 City Parcel, whether or not said mortgage or deed of trust is subordinated to this Grant Deed; provided, however, that any subsequent owner of the City Parcel, 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 City Parcel conveyed herein or any portion thereof or any interest therein, and any party in possession or occupancy of the City Parcel 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 City Parcel shall have the right with the mutual consent of the Grantee and Grantor to consent and agree to changes in, or to eliminate in whole or in part, any of the covenants, or restrictions contained in this Grant Deed without the consent of any tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under a deed of trust or any other person or entity having any interest less than a fee in the City Parcel. 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 City Parcel or any part thereof after the conveyance of said City Parcel 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]

Attachment No. 3

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]

Attachment No. 3

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

Attachment No. 3

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)

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[Seal]

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EXHIBIT "A"

LEGAL DESCRIPTION

(City Parcel)

LEGAL DESCRIPTION

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

Town Plaza Expansion

Assessors Parcel No.: 4206-029-935

PARCEL 2, IN THE CITY OF CULVER CITY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN OF PARCEL MAP NO. 66158, FILED ON APRIL 15, 2008 IN BOOK 355 PAGES 86 TO 88 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES, COUNTY, CALIFORNIA.

EXCEPT THEREFROM ONE-HALF OF ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, OR THAT MAY BE PRODUCED THEREIN, AS RESERVED BY GRACE POIX, ET AL, IN DEED RECORDED JUNE 30, 1950 AS INSTRUMENT NO. 1720 IN BOOK 33548 PAGE 208, OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM ALL OIL, GAS AND MINERAL SUBSTANCES, TOGETHER WITH THE RIGHT TO EXPLORE FOR, AND EXTRACT SUCH SUBSTANCES, PROVIDED THAT THE SURFACE OPENING OF ANY WELL, HOLD, SHAFT OR OTHER MEANS OF EXTRACTING SUCH SUBSTANCES SHALL NOT BE LOCATED WITHIN THE WASHINGTON-CULVER REDEVELOPMENT PROJECT NO. 3, AS RECORDED ON NOVEMBER 26, 1975 AS INSTRUMENT NO. 4313 OF LOS ANGELES COUNTY RECORDS, STATE OF CALIFORNIA AND SHALL NOT PENETRATE ANY PART OF OR PORTION OF SAID PROJECT AREA WITHIN 500 FEET OF THE SURFACE THEREOF.

ALSO EXCEPT THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, AS RESERVED IN DEED RECORDED OCTOBER 12, 1979 AS INSTRUMENT NO. 79-1142453.

ALSO EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY

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RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY ALICE R. SKOOG AND WILLIAM ARTHUR SKOOG, AS CO-TRUSTEES OF THE ESTATE OF JOHN L. SKOOG, DECEASED IN DEED RECORDED JULY 30, 1980 AS INSTRUMENT NO. 80-723166.

ALSO EXCEPTING AND RESERVING UNTO GRANTOR ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED IN DEED RECORDED OCTOBER 31, 1980 AS INSTRUMENT NO. 80-1090011, OFFICIAL RECORDS.

ALSO EXCEPTING AND RESERVING UNTO GRANTOR ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY HELEN GRIFFIN FORKE, STANLEY MOCK, ROBERT HEINEKEN, IN DEED RECORDED DECEMBER 11, 1981 AS INSTRUMENT NO. 81-1217854 OFFICIAL RECORDS.

ALSO EXCEPTING AND RESERVING ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, AS RESERVED IN DEED RECORDED JANUARY 8, 1982-15621, OFFICIAL RECORDS.

ALSO EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, BY DEED RECORDED FEBRUARY 11, 1982 AS INSTRUMENT NO. 82-155496, OFFICIAL RECORDS.

ALSO EXCEPTING ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY WM J. MURPHY, RECORDED JANUARY 25, 1984 AS INSTRUMENT NO. 84-96507.

ALSO EXCEPTING ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE THEREOF, AS

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RESERVED BY BILL MURPHY BUICK, INC., A CALIFORNIA CORPORATION, IN DEED RECORDED JANUARY 25, 1984 AS INSTRUMENT NO. 84-96508.

ALSO EXCEPTING ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY ON ANY PORTION OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, AS RESERVED BY ROBERT F. HEINECKEN AND STANLEY J. MOCK, IN DEED RECORDED APRIL 6, 1984 AS INSTRUMENT NO. 84-416556.

ALSO EXCEPTING ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY ON ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY MAHENDRA LAL, NANCY LAL, NITENDRA PRASAD AND FAISUN N. PRASAD, IN DEED RECORDED DECEMBER 26, 1984 AS INSTRUMENT NO. 84-1500255.

ALSO EXCEPTING THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY ON ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED IN THE DEED RECORDED JANUARY 24, 1986 AS INSTRUMENT NO. 86-98190, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY ON ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY FRANCISCO ALONSO AND MODESTA ALONSO, BY DEED RECORDED JUNE 23, 1986 AS INSTRUMENT NO. 86-778647.

ALSO EXCEPT ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE ABOVE DESCRIBED REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY ON ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE THEREOF, AS RESERVED BY FRANCISCO ALONSO, IN DEED RECORDED JULY 11, 1989 AS INSTRUMENT NO. 891097116, OFFICIAL RECORDS.

End of Legal Description.