

CITY HALL
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ANDREW WEISSMAN, Chair
RICHARD BRUCKNER, Vice Chair
TEVIS BARNES, Member
SEAN KEARNEY, Member
JAMES M. LIMBAUGH, PH.D., Member
STEVEN ROSE, Member
CINDY STARRETT, Member

JEREMY GREEN, Deputy Secretary

**OVERSIGHT BOARD OF THE
SUCCESSOR AGENCY TO THE
CULVER CITY REDEVEL. AGENCY
REGULAR MEETING
Thursday, May 11, 2017**

PUBLIC COMMENT: At the times provided on the Agenda, the Oversight Board will receive comments from the public on any item of interest to the public (not listed on the agenda) that is within the subject matter jurisdiction of the Oversight Board. The Oversight Board cannot legally take action on any item not appearing on the agenda. Such items may be referred for administrative action or scheduled on a future agenda. If you wish to address the Oversight Board, the Secretary requests you complete a Request to Speak and present it to the Secretary before the agenda item is called. You will be called to the podium when it is your turn to address the Oversight Board. Providing your name and other information requested on the Request to Speak is voluntary and is requested only to provide a reasonable means to notify persons when their opportunity to address the Oversight Board has arrived. All persons may attend the meeting regardless of whether a person signs, registers, or completes a Request to Speak. **For specific items listed on the agenda,** requests to address the Oversight Board must be made prior to the calling for a vote on that particular item by the presiding officer. Each speaker may address the Oversight Board for up to three minutes (up to four minutes if time is ceded). Persons who are present in the City Council Chambers may cede one minute of time to one other person who is present and wishes to address the Oversight Board by presenting a Request to Speak to the Secretary. Public comments on items on the agenda are taken at the time that particular agenda item is considered by the Oversight Board.

AUTHORITY OF PRESIDING OFFICER: Section 611 of the City Charter provides that during any public meeting, all persons shall have the right to address the City Council, and any City commission, board or committee, subject to reasonable rules of decorum and time limits established by ordinance or the presiding officer. While the Oversight Board is not subject to the City Charter, unless directed otherwise by the Oversight Board, the presiding officer may, from time to time, establish different time limits than those listed in this Agenda in order to effectively conduct Oversight Board business.

AVAILABILITY OF AGENDA PACKETS AND CONSERVATION OF RESOURCES: Copies of the Agenda and a binder that includes a copy of all regular session staff reports and attachments are available on the table in the rear of the City Council Chambers. Members of the public may inspect (at no cost) and/or obtain copies (upon payment of the City's current copying fee) of any regular session item by visiting the Secretary's Office at City Hall. The City also posts this information on its website (www.culvercity.org) as a courtesy. In order to conserve resources, paper copies of joint items (including JOINT CONSENT CALENDAR, JOINT PUBLIC HEARINGS, and JOINT ACTION ITEMS) are provided only with the Oversight Board agenda packet.

CELL PHONES AND OTHER DISTRACTIONS: Use of cell phones, pagers and other communication devices is prohibited while the meeting is in session. Please turn all devices off or place on silent alert and leave the City Council Chambers to use. During the meeting, please refrain from applause or other actions that may be disruptive to the speakers or the conduct of Oversight Board business.

MEETING INFORMATION AND ACCOMODATION: Oversight Board meetings are regularly scheduled for the second Tuesday of every month. Oversight Board Agenda information is available at least 72 hours before each Oversight Board meeting.

Any person needing reasonable accommodation related to disabilities, including assisted listening devices, is welcome to contact the Secretary's Office at 310-253-5851 or see the Secretary at the meeting.

NOTE: IN THE CASE AN OVERISGHT BOARD MEETING IS IN SESSION FOR FOUR HOURS, OVERSIGHT BOARD MEMBERS MAY DETERMINE WHETHER TO CONTINUE WITH DISCUSSION OF REMAINING ITEMS ON THE AGENDA OR TO CARRY SOME/ALL OF THE ITEMS OVER TO A FUTURE MEETING DATE.

AGENDA
OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE
CULVER CITY REDEVELOPMENT AGENCY
REGULAR MEETING

Thursday, May 11, 2017
2:00 PM (Regular Session)

CALL TO ORDER & ROLL CALL: **Andrew Weissman, Chair**
 Richard Bruckner, Vice Chair
 Tevis Barnes, Member
 Sean Kearney, Member
 James M. Limbaugh, PH.D., Member
 Steven Rose, Member
 Cindy Starrett, Member

Jeremy Green, Deputy Secretary

REGULAR SESSION - 2:00 PM

PLEDGE OF ALLEGIANCE

**COMMUNITY ANNOUNCEMENTS BY BOARD MEMBERS/INFORMATION
ITEMS FROM STAFF**

*Note: This is the time for Oversight Board Members to make
community announcements or for Staff to provide information items to
the Oversight Board.*

JOINT PUBLIC COMMENT - Items NOT on the Agenda

*Note: All persons requesting to address the Oversight Board (and all
other bodies in session) on items of interest to the public that are
within the subject matter jurisdiction of the Oversight Board (and all
other bodies in session) and NOT on the agenda must file a Request
to Speak with the Secretary prior to the calling of this item by the
presiding officer. This public comment period shall have an
aggregate duration of up to 20 minutes for all bodies in session.
Each speaker may address the Oversight Board (and all other bodies
in session) for up to three minutes. Speakers who have filed a
Request to Speak but are unable to be accommodated at this time may
be accommodated at a second public comment period at the end of
the meeting as announced by the presiding officer.*

ORDER OF THE AGENDA

Note: The Oversight Board may consider reordering the sequence in which items appearing on this evening's agenda will be considered by the Oversight Board.

ACTION ITEMS

- A.1. (1) Adoption of Resolutions (1) Approving the Transfer and Acceptance of Certain Governmental Purpose Real Property Assets from the Successor Agency to the City of Culver City Pursuant to the Provisions of the Dissolution Law as Revised by Senate Bill No. 107; (2) Approving the Assignment and Assumption Agreements to Effectuate Said Disposition; and (3) Approving Related Actions *Adopt the resolutions.***

ITEMS FROM OVERSIGHT BOARD MEMBERS

Note: At this time, Oversight Board Members may: (1) make individual comments on matters not on the agenda, (2) request the Secretary to report back to the Oversight Board concerning a particular matter, (3) provide brief reports on official travel taken since the last Oversight Board meeting or other activities, or (3) provide direction to the Secretary to place items on a future agenda for consideration by the Oversight Board.

ADJOURN

Note: At this time, the Oversight Board shall consider adjourning the meeting. In the case a date and time is not included as part of the motion of adjournment, then the next meeting of the Oversight Board shall be held at the date and time and in the place specified in the agenda posted for that meeting.

Compliance with Government Code Section 54957.5: Any writing determined to be a public record under subdivision 54957.5(a), which relates to an agenda item for an open session of a regular meeting of the legislative body of a local agency that was distributed less than 72 hours prior to that meeting, shall be made available for public inspection at the time the writing is distributed to all, or a majority of all, of the members of the legislative body. Such documents are available at the Office of the Oversight Board Secretary, City Hall, 9770 Culver Boulevard, Culver City, CA 90232 and may be inspected by members of the Public during normal business hours. Such documents may also be made available on the Oversight Board's Website: www.culvercity.org.

**The next Regular Meeting of the Oversight Board
is scheduled to be held on Thursday, June 8, 2017 at 2:00 PM.**

**City of Culver City, California
Agenda Item Report**

Meeting Date: May 11, 2017		Item Number: <u>A-1</u>	
Oversight Board - Adoption of Resolutions (1) Approving the Transfer and Acceptance of Certain Governmental Purpose Real Property Assets from the Successor Agency to the City of Culver City Pursuant to the Provisions of the Dissolution Law as Revised by Senate Bill No. 107; (2) Approving the Assignment and Assumption Agreements to Effectuate Said Disposition; and (3) Approving Related Actions.			
Contact Person/Dept.:		Phone Number:	
Glenn Heald/CDD		(310) 253-5752	
Todd Tipton/CDD		(310) 253-5783	
Fiscal Impact: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
Public Hearing: <input type="checkbox"/>		Action Item: <input checked="" type="checkbox"/> Attachments: <input checked="" type="checkbox"/>	
Public Notification: (E-Mail) Meetings and Agendas – Oversight Board (05/08/17); Posted at City Hall (04/17/2017); Published in the Culver City News (04/20/17).			
Departmental Approval: Sol Blumenfeld: 4/24/17		City Attorney Approval: Carol Schwab: Agency Special Counsel Approval: 03/08/17	
<p><u>RECOMMENDATION:</u></p> <p>Staff recommends that the Oversight Board of the Successor Agency to the Culver City Redevelopment Agency (the “Oversight Board”) adopt separate resolutions (1) approving the transfer of two leases for the use of real properties (the “Leases”) from the Successor Agency to the Culver City Redevelopment Agency (the “Successor Agency”) to the City of Culver City (the “City”) for continued governmental purposes (park and recreational use) pursuant to the provisions of the Dissolution Law (as defined herein) as revised by Senate Bill No. 107 (“SB 107”), (2) approving the Assignment and Assumption Agreements (the “Agreements”) to effectuate the disposition of said Leases, and (3) approving related actions.</p> <p><u>BACKGROUND AND DISCUSSION:</u></p> <p>On June 28, 2011, Assembly Bill No. X1 26 (“AB 26”) was signed into law by the Governor of California which amended the California Health and Safety (“H&S”) Code and called for the dissolution of redevelopment agencies throughout the State and wind down of their business and fiscal affairs, and also established the procedures by which this was to be accomplished. AB 26 has since been amended by various assembly and senate bills enacted by the California Legislature and signed by the Governor (AB 26 as amended is hereinafter referred to as the “Dissolution Law”).</p> <p>On September 22, 2015, the Governor of California signed into law SB 107 amending the Dissolution Law. As revised by SB 107, H&S Code Section 34181(a)(1) of the Dissolution Law permits the Oversight Board to direct the Successor Agency to transfer ownership of assets constructed and used for a</p>			

City of Culver City, California
Agenda Item Report

governmental purpose, including parks, to the appropriate public jurisdiction (such as the City) pursuant to any existing agreement relating to the use of such an asset.

Under the terms of the Leases, the Culver City Redevelopment Agency (the “Former CCRA”) agreed to improve and maintain the Properties (defined below) as parks and for recreational purposes. The lessee’s interest in both of the Leases was assigned from the Former CCRA to the Successor Agency by operation of law in connection with the dissolution process. The Successor Agency continues to maintain the Properties as parks. Hence, the Properties qualify as assets used for governmental purposes under the revised terms of H&S Code Section 34181(a)(1) of the Dissolution Law. The Leases allow for their disposition to the City for continued use as a park and for recreational purposes.

The proposed transfer concerns the Leases held by the Successor Agency for the control and use of real property. Both properties are owned by the City of Los Angeles. The Leases include language permitting their transfer from the Successor Agency to the City. The two properties (collectively, the “Properties”) are:

1. Media Park, 9091 Culver Blvd, Culver City, CA 90232.
2. Ivy Substation, 9070 Venice Blvd, Culver City, CA 90232.

On March 27, 2017, the Successor Agency adopted separate resolutions approving, and recommending to its Oversight Board that the Oversight Board approves, the transfer of the Properties from the Successor Agency to the City pursuant to the provisions of the Dissolution Law as revised by SB 107, approving the Agreements to effectuate the disposition of said Properties, and approving related actions. At this same meeting, the City Council adopted separate resolutions approving similar actions to accept the transfer of the Properties.

Upon adoption by the Oversight Board, the respective resolutions will be sent to the California Department of Finance (the “DOF”) for approval.

The Leases proposed for transfer are included as Exhibit ‘A’ to the Agreements attached hereto in substantial form. The Agreements, in substantial form as attached, will effectuate the disposition of the Leases from the Successor Agency to the City.

FISCAL ANALYSIS:

There is no net cost to the Successor Agency or the City for the proposed transfer of the Leases. The Leases generate no net revenue at this time.

ENVIRONMENTAL REVIEW:

City of Culver City, California
Agenda Item Report

The Successor Agency and the City have each determined that the activity approved by the attached resolutions is not a “project” for purposes of CEQA, as that term is defined by Guidelines Section 15378, because the activity approved by the attached resolutions 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.

ATTACHMENTS:

1. Successor Agency resolutions approving, and recommending to its Oversight Board that the Oversight Board approves, the transfer of the Leases from the Successor Agency to the City pursuant to the Dissolution Law as revised by SB 107, approving the Agreements to effectuate the disposition of the Leases, and approving related actions.
2. Proposed Oversight Board resolutions approving the transfer of the Leases from the Successor Agency to the City pursuant to the provisions of the Dissolution Law as revised by SB 107, approving the Agreements to effectuate the disposition of the Leases, and approving related actions.
3. Assignment and Assumption Agreement effectuating the transfer of the Media Park Lease from the Successor Agency to the City of Culver City.
4. Assignment and Assumption Agreement effectuating the transfer of the Ivy Substation Lease from the Successor Agency to the City of Culver City.

MOTIONS:

That the Oversight Board:

1. Adopt a resolution entitled “A Resolution of the Oversight Board of the Successor Agency to the Culver City Redevelopment Agency approving (1) the transfer of certain real property (located at the intersection of Venice Boulevard, Culver Boulevard and Canfield Avenue and known as Media Park) to the City of Culver City pursuant to the provisions of the Dissolution Law as revised by Senate Bill No. 107; (2) the Assignment and Assumption Agreement to effectuate said disposition of the property; and (3) related actions.
2. Adopt a resolution entitled “A Resolution of the Oversight Board of the Successor Agency to the Culver City Redevelopment Agency approving (1) the transfer of certain real property (located at the corner of Culver Boulevard and Venice Boulevard and improved with a building known as Ivy Substation) to the City of Culver City pursuant to the provisions of the Dissolution Law as

City of Culver City, California
Agenda Item Report

revised by Senate Bill No. 107; (2) the Assignment and Assumption Agreement to effectuate said disposition of the property; and (3) related actions.

RESOLUTION NO. 2017-SA 004

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 (LOCATED AT THE INTERSECTION OF VENICE BOULEVARD, CULVER BOULEVARD AND CANFIELD AVENUE AND KNOWN AS MEDIA PARK) TO THE CITY OF CULVER CITY PURSUANT TO THE PROVISIONS OF THE DISSOLUTION LAW AS REVISED BY SENATE BILL NO. 107; (2) THE ASSIGNMENT AND ASSUMPTION AGREEMENT TO EFFECTUATE SAID DISPOSITION OF THE PROPERTY; AND (3) RELATED ACTIONS.

WHEREAS, Assembly Bill No. X1 26 (2011-2012 1st Ex. Sess.) ("**AB 26**") 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, pursuant to AB 26, 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 (the "**Former CCRA**"), were dissolved on February 1, 2012, and successor agencies were designated and vested with the responsibility of paying, performing and enforcing the enforceable obligations of the former redevelopment agencies and expeditiously winding down the business and fiscal affairs of the former redevelopment agencies; and

1 WHEREAS, the City Council of the City of Culver City adopted Resolution No.
2 2012-R001 on January 9, 2012, pursuant to Part 1.85 of AB 26, accepting for the City of
3 Culver City (the "**City**") the role of successor agency to the Former CCRA (the "**Successor**
4 **Agency**"); and

5 WHEREAS, AB 26 has since been amended by various assembly and senate
6 bills enacted by the California Legislature and signed by the Governor (AB 26 as amended is
7 hereinafter referred to as the "**Dissolution Law**"); and

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

15
16 WHEREAS, pursuant to the Dissolution Law, each successor agency shall have
17 an oversight board with fiduciary responsibilities to holders of enforceable obligations and to
18 the taxing entities that benefit from distributions of property taxes and other revenues
19 pursuant to H&S Code Section 34188 of the Dissolution Law; and

20
21 WHEREAS, the oversight board has been established for the Successor
22 Agency (hereinafter referred to as the "**Oversight Board**") and all seven (7) members have
23 been appointed to the Oversight Board pursuant to H&S Code Section 34179. The duties
24 and responsibilities of the Oversight Board are primarily set forth in H&S Sections 34179
25 through 34181 of the Dissolution Law; and

26
27 WHEREAS, pursuant to H&S Code Section 34191.5(b) of the Dissolution Law,
28 on July 18, 2013, the Successor Agency prepared and submitted to the California

1 Department of Finance (the “**DOF**”) for approval its Long Range Property Management Plan
2 (the “**LRPMP**”), as approved by its Oversight Board, that addressed the disposition and use of
3 certain real properties of the Former CCRA. On March 13, 2014, the Successor Agency
4 prepared and submitted to the DOF for approval certain revisions to its LRPMP, as approved
5 by its Oversight Board, that addressed changes to the disposition of certain parking parcels of
6 the Former CCRA as described in the revised LRPMP; and
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8 WHEREAS, the DOF, by letter dated March 18, 2014, issued its determination
9 on the LRPMP, as revised, (the “**Revised LRPMP**”) approving the Successor Agency’s use
10 and disposition of all the properties listed in the LRPMP. The DOF’s letter states that its
11 approval of the Revised LRPMP took into account Resolution No. 2014-OB004 approving the
12 Revised LRPMP and accompanying Agenda Item Report and acknowledges the Successor
13 Agency’s submittal of its LRPMP on July 18, 2013 and the Revised LRPMP on March 13,
14 2014; and
15

16 WHEREAS, subsequent to the DOF’s approval of the Revised LRPMP, Senate
17 Bill No. 107 (“**SB 107**”) was enacted by the California Legislature and signed by the Governor
18 on September 22, 2015. As revised by SB 107, H&S Code Section 34181(a)(1) of the
19 Dissolution Law permits the Oversight Board to direct the Successor Agency to transfer
20 ownership of assets constructed and used for a governmental purpose, including parks, to
21 the appropriate public jurisdiction (such as the City) pursuant to any existing agreement
22 relating to the use of such an asset; and
23

24 WHEREAS, under the terms of that certain Lease dated as of June 12, 1987
25 between the City of Los Angeles, acting by and through its Board of Recreation and Park
26 Commissioners, and the Former CCRA (the “**Lease**”), the Former CCRA agreed to improve
27 and maintain the Property (defined below) as a public park and for recreational purposes.
28

1 The lessee's interest in the Lease was assigned from the Former CCRA to the Successor
2 Agency by operation of law in connection with the dissolution process. The Successor
3 Agency continues to maintain the Property as a park. Hence, the Property qualifies as an
4 asset used for governmental purposes under the revised terms of H&S Code Section
5 34181(a)(1) of the Dissolution Law. Section 14 of the Lease allows for its disposition to the
6 City for continued use as a park and for recreational purposes; and

7
8 WHEREAS, pursuant to the Dissolution Law as amended by SB 107, the
9 Successor Agency desires to transfer to the City through an Assignment and Assumption
10 Agreement the lessee's interest under the Lease in that certain real property referenced by
11 Assessor's Parcel No. 4206-030-902 and a portion of Assessor's Parcel No. 4206-034-906
12 and located at the intersection of Venice Boulevard, Culver Boulevard and Canfield Avenue
13 and known as Media Park in Los Angeles, California (the "**Property**") to the City for
14 governmental use and no monetary compensation; and

15
16 WHEREAS, the activity proposed for approval by this Resolution has been
17 reviewed with respect to applicability of the California Environmental Quality Act ("**CEQA**"),
18 the State CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 et seq.,
19 hereafter the "**Guidelines**"), and the City's environmental evaluation procedures. The activity
20 proposed for approval by this Resolution is not a "project" for purposes of CEQA, as that term
21 is defined by Guidelines Section 15378, because the activity is an organizational or
22 administrative activity that will not result in a direct or indirect physical change in the
23 environment, per Section 15378(b)(5) of the Guidelines; and

24
25 WHEREAS, all other legal prerequisites to the adoption of this Resolution have
26 occurred.

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

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

5 SECTION 2. The Successor Agency Board has received and heard all oral and
6 written objections to the Successor Agency's proposed transfer of the Property to the City for
7 no monetary compensation, and to other matters pertaining to this transaction, and that all
8 such oral and written objections are hereby overruled.

9
10 SECTION 3. The Successor Agency Board hereby approves, and recommends
11 to its Oversight Board the approval of, the transfer and acceptance of the Property (Media
12 Park; Assessor's Parcel No. 4206-030-902 and a portion of Assessor's Parcel No. 4206-034-
13 906) from the Successor Agency to the City for no monetary compensation, pursuant to the
14 Dissolution Law.

15
16 SECTION 4. The Successor Agency hereby approves, and recommends to its
17 Oversight Board the approval of, the Assignment and Assumption Agreement, in substantial
18 form as the Assignment and Assumption Agreement attached to the March 27, 2017 Joint
19 City Council and Successor Agency Agenda Item Report, Agenda Report No. 16-715, that
20 effectuates the Successor Agency's disposition of the Property to the City.

21
22 SECTION 5. The Successor Agency Board hereby authorizes and directs, and
23 recommends to its Oversight Board that it authorize and direct, the Executive Director of the
24 Successor Agency or designee, (i) to take all actions and to execute any and all documents,
25 instruments, and agreements necessary or desirable on behalf of the Successor Agency, as
26 approved by the Executive Director and Successor Agency General Counsel, including
27 without limitation the Assignment and Assumption Agreement, in order to implement and
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1 effectuate the transfer of the Property from the Successor Agency to the City, and to
2 effectuate all other actions approved by this Resolution, including, without limitation,
3 approving changes, implementations, or revisions to documents, instruments, and
4 agreements as determined necessary by the Executive Director, or designee; and (ii) to
5 administer the Successor Agency's obligations, responsibilities, and duties to be performed
6 pursuant to this Resolution and all documents, instruments, and agreements required by and
7 for the transfer of the Property from the Successor Agency to the City.
8

9 SECTION 6. If any provision of this Resolution or the application of any such
10 provision to any person or circumstance is held invalid, such invalidity shall not affect other
11 provisions or applications of this Resolution that can be given effect without the invalid
12 provision or application, and to this end the provisions of this Resolution are severable. The
13 Successor Agency declares that its Board would have adopted this Resolution irrespective of
14 the invalidity of any particular portion of this Resolution.
15


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

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

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

4
5 APPROVED AND ADOPTED, this 27 day of March, 2017.

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8 
9 JIM B. CLARKE, Chair
10 Successor Agency to the Culver City
11 Redevelopment Agency

12 ATTEST:

13 
14 JEREMY GREEN, SECRETARY

15 A17-00176

16 APPROVED AS TO FORM:

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18 Carol Schwab, General Counsel
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RESOLUTION NO. 2017-SA 003

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 (LOCATED AT THE CORNER OF CULVER BOULEVARD AND VENICE BOULEVARD AND IMPROVED WITH A BUILDING KNOWN AS IVY SUBSTATION) TO THE CITY OF CULVER CITY PURSUANT TO THE PROVISIONS OF THE DISSOLUTION LAW AS REVISED BY SENATE BILL NO. 107; (2) THE ASSIGNMENT AND ASSUMPTION AGREEMENT TO EFFECTUATE SAID DISPOSITION OF THE PROPERTY; AND (3) RELATED ACTIONS.

WHEREAS, Assembly Bill No. X1 26 (2011-2012 1st Ex. Sess.) ("**AB 26**") 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, pursuant to AB 26, 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 (the "**Former CCRA**"), were dissolved on February 1, 2012, and successor agencies were designated and vested with the responsibility of paying, performing and enforcing the enforceable obligations of the former redevelopment agencies and expeditiously winding down the business and fiscal affairs of the former redevelopment agencies; and

1 WHEREAS, the City Council of the City of Culver City adopted Resolution No.
2 2012-R001 on January 9, 2012, pursuant to Part 1.85 of AB 26, accepting for the City of
3 Culver City (the "**City**") the role of successor agency to the Former CCRA (the "**Successor**
4 **Agency**"); and

5 WHEREAS, AB 26 has since been amended by various assembly and senate
6 bills enacted by the California Legislature and signed by the Governor (AB 26 as amended is
7 hereinafter referred to as the "**Dissolution Law**"); and

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

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

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

26 WHEREAS, pursuant to H&S Code Section 34191.5(b) of the Dissolution Law,
27 on July 18, 2013, the Successor Agency prepared and submitted to the California
28

1 Department of Finance (the “**DOF**”) for approval its Long Range Property Management Plan
2 (the “**LRPMP**”), as approved by its Oversight Board, that addressed the disposition and use of
3 certain real properties of the Former CCRA. On March 13, 2014, the Successor Agency
4 prepared and submitted to the DOF for approval certain revisions to its LRPMP, as approved
5 by its Oversight Board, that addressed changes to the disposition of certain parking parcels of
6 the Former CCRA as described in the revised LRPMP; and
7

8 WHEREAS, the DOF, by letter dated March 18, 2014, issued its determination
9 on the LRPMP, as revised, (the “**Revised LRPMP**”) approving the Successor Agency’s use
10 and disposition of all the properties listed in the LRPMP. The DOF’s letter states that its
11 approval of the Revised LRPMP took into account Resolution No. 2014-OB004 approving the
12 Revised LRPMP and accompanying Agenda Item Report and acknowledges the Successor
13 Agency’s submittal of its LRPMP on July 18, 2013 and the Revised LRPMP on March 13,
14 2014; and
15

16 WHEREAS, subsequent to the DOF’s approval of the Revised LRPMP, Senate
17 Bill No. 107 (“**SB 107**”) was enacted by the California Legislature and signed by the Governor
18 on September 22, 2015. As revised by SB 107, H&S Code Section 34181(a)(1) of the
19 Dissolution Law permits the Oversight Board to direct the Successor Agency to transfer
20 ownership of assets constructed and used for a governmental purpose, including parks, to
21 the appropriate public jurisdiction (such as the City) pursuant to any existing agreement
22 relating to the use of such an asset; and
23

24 WHEREAS, under the terms of that certain Lease dated as of June 8, 1987
25 between the City of Los Angeles and the Former CCRA (the “**Lease**”), the Former CCRA
26 agreed to improve and maintain the Property (defined below) as a local public park and for
27 recreational purposes. The lessee’s interest in the Lease was assigned from the Former
28

1 CCRA to the Successor Agency by operation of law in connection with the dissolution
2 process. The Successor Agency continues to maintain the Property as a park. Hence, the
3 Property qualifies as an asset used for governmental purposes under the revised terms of
4 H&S Code Section 34181(a)(1) of the Dissolution Law. Section 15 of the Lease allows for its
5 disposition to the City for continued use as a park and for recreational purposes; and

6 WHEREAS, pursuant to the Dissolution Law as amended by SB 107, the
7 Successor Agency desires to transfer to the City through an Assignment and Assumption
8 Agreement the lessee's interest under the Lease in that certain real property referenced by
9 Assessor's Parcel No. 4206-034-906 and located at the corner of Culver Boulevard and
10 Venice Boulevard and improved with a building known as Ivy Substation in Los Angeles,
11 California (the "**Property**") to the City for governmental use and no monetary compensation;
12 and
13

14 WHEREAS, the activity proposed for approval by this Resolution has been
15 reviewed with respect to applicability of the California Environmental Quality Act ("**CEQA**"),
16 the State CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 et seq.,
17 hereafter the "**Guidelines**"), and the City's environmental evaluation procedures. The activity
18 proposed for approval by this Resolution is not a "project" for purposes of CEQA, as that term
19 is defined by Guidelines Section 15378, because the activity is an organizational or
20 administrative activity that will not result in a direct or indirect physical change in the
21 environment, per Section 15378(b)(5) of the Guidelines; and
22

23 WHEREAS, all other legal prerequisites to the adoption of this Resolution have
24 occurred.
25

26 NOW, THEREFORE, the Board of Directors of the Successor Agency to the
27 Culver City Redevelopment Agency, DOES HEREBY RESOLVE as follows:
28

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

3 SECTION 2. The Successor Agency Board has received and heard all oral and
4 written objections to the Successor Agency's proposed transfer of the Property to the City for
5 no monetary compensation, and to other matters pertaining to this transaction, and that all
6 such oral and written objections are hereby overruled.

7 SECTION 3. The Successor Agency Board hereby approves, and recommends
8 to its Oversight Board the approval of, the transfer and acceptance of the Property (Ivy
9 Substation; Assessor's Parcel No. 4206-034-906) from the Successor Agency to the City for
10 no monetary compensation, pursuant to the Dissolution Law.

11 SECTION 4. The Successor Agency hereby approves, and recommends to its
12 Oversight Board the approval of, the Assignment and Assumption Agreement, in substantial
13 form as the Assignment and Assumption Agreement attached to the March 27, 2017 Joint
14 City Council and Successor Agency Agenda Item Report, Agenda Report No. 16-715, that
15 effectuates the Successor Agency's disposition of the Property to the City.

16 SECTION 5. The Successor Agency Board hereby authorizes and directs, and
17 recommends to its Oversight Board that it authorize and direct, the Executive Director of the
18 Successor Agency or designee, (i) to take all actions and to execute any and all documents,
19 instruments, and agreements necessary or desirable on behalf of the Successor Agency, as
20 approved by the Executive Director and Successor Agency General Counsel, including
21 without limitation the Assignment and Assumption Agreement, in order to implement and
22 effectuate the transfer of the Property from the Successor Agency to the City, and to
23 effectuate all other actions approved by this Resolution, including, without limitation,
24 approving changes, implementations, or revisions to documents, instruments, and
25

1 agreements as determined necessary by the Executive Director, or designee; and (ii) to
2 administer the Successor Agency's obligations, responsibilities, and duties to be performed
3 pursuant to this Resolution and all documents, instruments, and agreements required by and
4 for the transfer of the Property from the Successor Agency to the City.

5 SECTION 6. If any provision of this Resolution or the application of any such
6 provision to any person or circumstance is held invalid, such invalidity shall not affect other
7 provisions or applications of this Resolution that can be given effect without the invalid
8 provision or application, and to this end the provisions of this Resolution are severable. The
9 Successor Agency declares that its Board would have adopted this Resolution irrespective of
10 the invalidity of any particular portion of this Resolution.
11

12 SECTION 7. The adoption of this Resolution is not intended to and shall not
13 constitute a waiver by the Successor Agency of any constitutional, legal or equitable rights
14 that the Successor Agency may have to challenge, through any administrative or judicial
15 proceedings, the effectiveness and/or legality of all or any portion of the Dissolution Law, any
16 determinations rendered or actions or omissions to act by any public agency or government
17 entity or division in the implementation of the Dissolution Law, and any and all related legal
18 and factual issues, and the Successor Agency expressly reserves any and all rights,
19 privileges, and defenses available under law and equity.
20

21 SECTION 8. The Successor Agency hereby determines that the activity
22 approved by this Resolution is not a "project" for purposes of CEQA, as that term is defined
23 by Guidelines Section 15378, because the activity approved by this Resolution is an
24 organizational or administrative activity that will not result in a direct or indirect physical
25 change in the environment, per Section 15378(b)(5) of the Guidelines.
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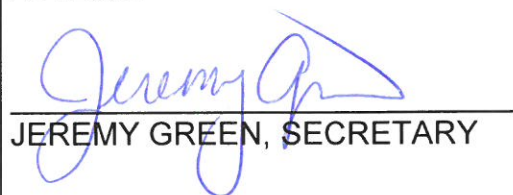
SECTION 9. This Resolution shall take effect upon the date of its adoption.

APPROVED AND ADOPTED, this 27 day of March, 2017.



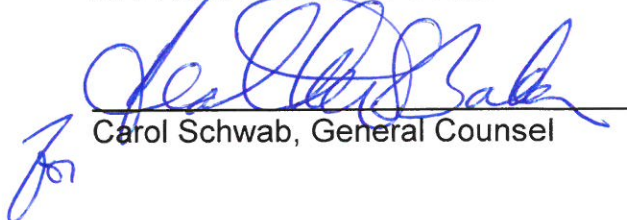
JIM B. CLARKE, Chair
Successor Agency to the Culver City
Redevelopment Agency

ATTEST:



JEREMY GREEN, SECRETARY

APPROVED AS TO FORM:



Carol Schwab, General Counsel

A17-00175

RESOLUTION NO. 2017-OB_____

A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE CULVER CITY REDEVELOPMENT AGENCY APPROVING (1) THE TRANSFER OF CERTAIN REAL PROPERTY (LOCATED AT THE INTERSECTION OF VENICE BOULEVARD, CULVER BOULEVARD AND CANFIELD AVENUE AND KNOWN AS MEDIA PARK) TO THE CITY OF CULVER CITY PURSUANT TO THE PROVISIONS OF THE DISSOLUTION LAW AS REVISED BY SENATE BILL NO. 107; (2) THE ASSIGNMENT AND ASSUMPTION AGREEMENT TO EFFECTUATE SAID DISPOSITION OF THE PROPERTY; AND (3) RELATED ACTIONS.

WHEREAS, Assembly Bill No. X1 26 (2011-2012 1st Ex. Sess.) ("**AB 26**") 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, pursuant to AB 26, 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 (the "**Former CCRA**"), were dissolved on February 1, 2012, and successor agencies were designated and vested with the responsibility of paying, performing and enforcing the enforceable obligations of the former redevelopment agencies and expeditiously winding down the business and fiscal affairs of the former redevelopment agencies; and

WHEREAS, the City Council of the City of Culver City adopted Resolution No. 2012-R001 on January 9, 2012, pursuant to Part 1.85 of AB 26, accepting for the City of

1 Culver City (the “**City**”) the role of successor agency to the Former CCRA (the “**Successor**
2 **Agency**”); and

3 WHEREAS, AB 26 has since been amended by various assembly and senate
4 bills enacted by the California Legislature and signed by the Governor (AB 26 as amended is
5 hereinafter referred to as the “**Dissolution Law**”); 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 Law 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, pursuant to the Dissolution Law, each successor agency shall have
13 an oversight board with fiduciary responsibilities to holders of enforceable obligations and to
14 the taxing entities that benefit from distributions of property taxes and other revenues
15 pursuant to H&S Code Section 34188 of the Dissolution Law; and

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

21 WHEREAS, pursuant to H&S Code Section 34191.5(b) of the Dissolution Law,
22 on July 18, 2013, the Successor Agency prepared and submitted to the California
23 Department of Finance (the “**DOF**”) for approval its Long Range Property Management Plan
24 (the “**LRPMP**”), as approved by its Oversight Board, that addressed the disposition and use of
25

1 certain real properties of the Former CCRA. On March 13, 2014, the Successor Agency
2 prepared and submitted to the DOF for approval certain revisions to its LRPMP, as approved
3 by its Oversight Board, that addressed changes to the disposition of certain parking parcels of
4 the Former CCRA as described in the revised LRPMP; and

5 WHEREAS, the DOF, by letter dated March 18, 2014, issued its determination
6 on the LRPMP, as revised, (the "**Revised LRPMP**") approving the Successor Agency's use
7 and disposition of all the properties listed in the LRPMP. The DOF's letter states that its
8 approval of the Revised LRPMP took into account Resolution No. 2014-OB004 approving the
9 Revised LRPMP and accompanying Agenda Item Report and acknowledges the Successor
10 Agency's submittal of its LRPMP on July 18, 2013 and the Revised LRPMP on March 13,
11 2014; and

12
13 WHEREAS, subsequent to the DOF's approval of the Revised LRPMP, Senate
14 Bill No. 107 ("**SB 107**") was enacted by the California Legislature and signed by the Governor
15 on September 22, 2015. As revised by SB 107, H&S Code Section 34181(a)(1) of the
16 Dissolution Law permits the Oversight Board to direct the Successor Agency to transfer
17 ownership of assets constructed and used for a governmental purpose, including parks, to
18 the appropriate public jurisdiction (such as the City) pursuant to any existing agreement
19 relating to the use of such an asset; and

20
21 WHEREAS, under the terms of that certain Lease dated as of June 12, 1987
22 between the City of Los Angeles, acting by and through its Board of Recreation and Park
23 Commissioners, and the Former CCRA (the "**Lease**"), the Former CCRA agreed to improve
24 and maintain the Property (defined below) as a public park and for recreational purposes.
25 The lessee's interest in the Lease was assigned from the Former CCRA to the Successor
26 Agency by operation of law in connection with the dissolution process. The Successor
27
28

1 Agency continues to maintain the Property as a park. Hence, the Property qualifies as an
2 asset used for governmental purposes under the revised terms of H&S Code Section
3 34181(a)(1) of the Dissolution Law. Section 14 of the Lease allows for its disposition to the
4 City for continued use as a park and for recreational purposes; and

5 WHEREAS, pursuant to the Dissolution Law as amended by SB 107, the
6 Successor Agency desires to transfer to the City through an Assignment and Assumption
7 Agreement the lessee's interest under the Lease in that certain real property referenced by
8 Assessor's Parcel No. 4206-030-902 and a portion of Assessor's Parcel No. 4206-034-906
9 and located at the intersection of Venice Boulevard, Culver Boulevard and Canfield Avenue
10 and known as Media Park in Los Angeles, California (the "**Property**") to the City for
11 governmental use and no monetary compensation; and

12 WHEREAS, on March 27, 2017, at a duly noticed joint public meeting of the
13 Board of the Successor Agency and the City Council of the City, the Successor Agency and
14 the City each considered and approved the following actions (1) the transfer of the Property to
15 the City pursuant to the Dissolution Law as revised by SB 107, (2) the Assignment and
16 Assumption Agreement to effectuate said disposition of the Property, and (3) related actions.
17 No objections were submitted to the Successor Agency in connection with its proposed
18 actions, and all such actions proposed to the Successor Agency were duly approved at said
19 public meeting; and

20 WHEREAS, pursuant to H&S Code Section 34181(f), the Successor Agency
21 provided at least 10 days' notice to the public, by publishing notice on April 20, 2017, of the
22 specific proposed actions of the Oversight Board at its public meeting scheduled for May 11,
23 2017, including the actions proposed by this Resolution; 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 Oversight Board 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 Oversight Board hereby approves the transfer of the Property
18 (Media Park; Assessor’s Parcel No. 4206-030-902 and a portion of Assessor’s Parcel No.
19 4206-034-906) from the Successor Agency to the City for no monetary compensation,
20 pursuant to the Dissolution Law.
21

22 SECTION 3. The Oversight Board hereby approves the Assignment and
23 Assumption Agreement, in substantial form as the Assignment and Assumption Agreement
24 attached to the May 11, 2017 Oversight Board Agenda Item Report, Agenda Item No. A-1,
25 that effectuates the Successor Agency’s disposition of the Property to the City.

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

13 SECTION 5. The staff of the Oversight Board are hereby authorized and
14 directed, jointly and severally, to do any and all things which they may deem necessary or
15 advisable to effectuate this Resolution.
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 Oversight Board declares that it would have adopted this Resolution irrespective of the
22 invalidity of any particular portion of this Resolution.
23

24 SECTION 7. The Oversight Board hereby determines that the activity approved
25 by this Resolution is not a "project" for purposes of CEQA, as that term is defined by
26 Guidelines Section 15378, because the activity approved by this Resolution is an
27
28

1 organizational or administrative activity that will not result in a direct or indirect physical
2 change in the environment, per Section 15378(b)(5) of the Guidelines.

3 SECTION 9. This Resolution shall take effect upon the date of its adoption in
4 accordance with H&S Code Section 34179(h).

5
6 APPROVED AND ADOPTED, this 11th day of May, 2017.
7

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9
10 ANDREW WEISSMAN, Chair
11 Oversight Board of the Successor Agency
to the Culver City Redevelopment Agency

12 ATTEST:

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14 JEREMY GREEN, SECRETARY
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RESOLUTION NO. 2017-OB_____

A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE CULVER CITY REDEVELOPMENT AGENCY APPROVING (1) THE TRANSFER OF CERTAIN REAL PROPERTY (LOCATED AT THE CORNER OF CULVER BOULEVARD AND VENICE BOULEVARD AND IMPROVED WITH A BUILDING KNOWN AS IVY SUBSTATION) TO THE CITY OF CULVER CITY PURSUANT TO THE PROVISIONS OF THE DISSOLUTION LAW AS REVISED BY SENATE BILL NO. 107; (2) THE ASSIGNMENT AND ASSUMPTION AGREEMENT TO EFFECTUATE SAID DISPOSITION OF THE PROPERTY; AND (3) RELATED ACTIONS.

WHEREAS, Assembly Bill No. X1 26 (2011-2012 1st Ex. Sess.) ("**AB 26**") 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, pursuant to AB 26, 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 (the "**Former CCRA**"), were dissolved on February 1, 2012, and successor agencies were designated and vested with the responsibility of paying, performing and enforcing the enforceable obligations of the former redevelopment agencies and expeditiously winding down the business and fiscal affairs of the former redevelopment agencies; and

WHEREAS, the City Council of the City of Culver City adopted Resolution No. 2012-R001 on January 9, 2012, pursuant to Part 1.85 of AB 26, accepting for the City of

1 Culver City (the “**City**”) the role of successor agency to the Former CCRA (the “**Successor**
2 **Agency**”); and

3 WHEREAS, AB 26 has since been amended by various assembly and senate
4 bills enacted by the California Legislature and signed by the Governor (AB 26 as amended is
5 hereinafter referred to as the “**Dissolution Law**”); 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 Law 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, pursuant to the Dissolution Law, each successor agency shall have
13 an oversight board with fiduciary responsibilities to holders of enforceable obligations and to
14 the taxing entities that benefit from distributions of property taxes and other revenues
15 pursuant to H&S Code Section 34188 of the Dissolution Law; and

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

21 WHEREAS, pursuant to H&S Code Section 34191.5(b) of the Dissolution Law,
22 on July 18, 2013, the Successor Agency prepared and submitted to the California
23 Department of Finance (the “**DOF**”) for approval its Long Range Property Management Plan
24 (the “**LRPMP**”), as approved by its Oversight Board, that addressed the disposition and use of
25

1 certain real properties of the Former CCRA. On March 13, 2014, the Successor Agency
2 prepared and submitted to the DOF for approval certain revisions to its LRPMP, as approved
3 by its Oversight Board, that addressed changes to the disposition of certain parking parcels of
4 the Former CCRA as described in the revised LRPMP; and

5 WHEREAS, the DOF, by letter dated March 18, 2014, issued its determination
6 on the LRPMP, as revised, (the "**Revised LRPMP**") approving the Successor Agency's use
7 and disposition of all the properties listed in the LRPMP. The DOF's letter states that its
8 approval of the Revised LRPMP took into account Resolution No. 2014-OB004 approving the
9 Revised LRPMP and accompanying Agenda Item Report and acknowledges the Successor
10 Agency's submittal of its LRPMP on July 18, 2013 and the Revised LRPMP on March 13,
11 2014; and

12
13 WHEREAS, subsequent to the DOF's approval of the Revised LRPMP, Senate
14 Bill No. 107 ("**SB 107**") was enacted by the California Legislature and signed by the Governor
15 on September 22, 2015. As revised by SB 107, H&S Code Section 34181(a)(1) of the
16 Dissolution Law permits the Oversight Board to direct the Successor Agency to transfer
17 ownership of assets constructed and used for a governmental purpose, including parks, to
18 the appropriate public jurisdiction (such as the City) pursuant to any existing agreement
19 relating to the use of such an asset; and

20
21 WHEREAS, under the terms of that certain Lease dated as of June 8, 1987
22 between the City of Los Angeles and the Former CCRA (the "**Lease**"), the Former CCRA
23 agreed to improve and maintain the Property (defined below) as a local public park and for
24 recreational purposes. The lessee's interest in the Lease was assigned from the Former
25 CCRA to the Successor Agency by operation of law in connection with the dissolution
26 process. The Successor Agency continues to maintain the Property as a park. Hence, the
27
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Property qualifies as an asset used for governmental purposes under the revised terms of H&S Code Section 34181(a)(1) of the Dissolution Law. Section 15 of the Lease allows for its disposition to the City for continued use as a park and for recreational purposes; and

WHEREAS, pursuant to the Dissolution Law as amended by SB 107, the Successor Agency desires to transfer to the City through an Assignment and Assumption Agreement the lessee's interest under the Lease in that certain real property referenced by Assessor's Parcel No. 4206-034-906 and located at the corner of Culver Boulevard and Venice Boulevard and improved with a building known as Ivy Substation in Los Angeles, California (the "**Property**") to the City for governmental use and no monetary compensation; and

WHEREAS, on March 27, 2017, at a duly noticed joint public meeting of the Board of the Successor Agency and the City Council of the City, the Successor Agency and the City each considered and approved the following actions (1) the transfer of the Property to the City pursuant to the Dissolution Law as revised by SB 107, (2) the Assignment and Assumption Agreement to effectuate said disposition of the Property, and (3) related actions. No objections were submitted to the Successor Agency in connection with its proposed actions, and all such actions proposed to the Successor Agency were duly approved at said public meeting; and

WHEREAS, pursuant to H&S Code Section 34181(f), the Successor Agency provided at least 10 days' notice to the public, by publishing notice on April 20, 2017, of the specific proposed actions of the Oversight Board at its public meeting scheduled for May 11, 2017, including the actions proposed by this Resolution; and

WHEREAS, the activity proposed for approval by this Resolution has been reviewed with respect to applicability of the California Environmental Quality Act ("**CEQA**"),

1 the State CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 et seq.,
2 hereafter the “**Guidelines**”), and the City’s environmental evaluation procedures. The activity
3 proposed for approval by this Resolution is not a “project” for purposes of CEQA, as that term
4 is defined by Guidelines Section 15378, because the activity is an organizational or
5 administrative activity that will not result in a direct or indirect physical change in the
6 environment, per Section 15378(b)(5) of the Guidelines; and

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

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

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

14 SECTION 2. The Oversight Board hereby approves the transfer of the Property
15 (Ivy Substation; Assessor’s Parcel No. 4206-034-906) from the Successor Agency to the City
16 for no monetary compensation, pursuant to the Dissolution Law.

17 SECTION 3. The Oversight Board hereby approves the Assignment and
18 Assumption Agreement, in substantial form as the Assignment and Assumption Agreement
19 attached to the May 11, 2017 Oversight Board Agenda Item Report, Agenda Item No. A-1,
20 that effectuates the Successor Agency’s disposition of the Property to the City.
21

22 SECTION 4. The Oversight Board hereby authorizes and directs the Executive
23 Director of the Successor Agency, or designee, (i) to take all actions and to execute any and
24 all documents, instruments, and agreements necessary or desirable on behalf of the
25 Successor Agency, as approved by the Executive Director of the Successor Agency and the
26 Successor Agency General Counsel, including without limitation the Assignment and
27
28

1 Assumption Agreement, in order to implement and effectuate the transfer of the Property
2 from the Successor Agency to the City, and to effectuate all other actions approved by this
3 Resolution, including, without limitation, approving changes, implementations, or revisions to
4 documents, instruments, and agreements as determined necessary by the Executive
5 Director, or designee; and (ii) to administer the Successor Agency's obligations,
6 responsibilities, and duties to be performed pursuant to this Resolution and all documents,
7 instruments, and agreements required by and for the transfer of the Property from the
8 Successor Agency to the City.
9

10 SECTION 5. The staff of the Oversight Board are hereby authorized and
11 directed, jointly and severally, to do any and all things which they may deem necessary or
12 advisable to effectuate this Resolution.

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 Oversight Board declares that it would have adopted this Resolution irrespective of the
18 invalidity of any particular portion of this Resolution.
19

20 SECTION 7. The Oversight Board hereby determines that the activity approved
21 by this Resolution is not a "project" for purposes of CEQA, as that term is defined by
22 Guidelines Section 15378, because the activity approved by this Resolution is an
23 organizational or administrative activity that will not result in a direct or indirect physical
24 change in the environment, per Section 15378(b)(5) of the Guidelines.
25

26 SECTION 9. This Resolution shall take effect upon the date of its adoption in
27 accordance with H&S Code Section 34179(h).
28

APPROVED AND ADOPTED, this 11th day of May, 2017.

ANDREW WEISSMAN, Chair
Oversight Board of the Successor Agency
to the Culver City Redevelopment Agency

ATTEST:

JEREMY GREEN, SECRETARY

ASSIGNMENT AND ASSUMPTION AGREEMENT

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

RECITALS

A. The Assignor’s predecessor-in-interest and the City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners (the “**City of Los Angeles**”), entered into that certain Lease, dated as of June 12, 1987, to provide for public park and recreational purposes on the City of Los Angeles property known as Media Park (as amended from time to time, the “**Lease Agreement**”), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference.

B. Pursuant to Section 14 of the Lease Agreement, the Assignor desires to assign to the Assignee all of the Assignor’s rights and obligations under the Lease Agreement (the “**Assigned Rights and Obligations**”), and the Assignee desires to accept and assume the Assignor’s rights and obligations under the Lease Agreement (the “**Assumed Rights and Obligations**”), such assignment and assumption to be effective as of the date of this Agreement. The Assigned Rights and Obligations and the Assumed Rights and Obligations are referred to collectively herein as the “**Lease Agreement Rights and Obligations**”.

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

ARTICLE 1

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT RIGHTS AND OBLIGATIONS

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

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

ARTICLE 2

RIGHTS AND REMEDIES

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

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

ARTICLE 3

GENERAL PROVISIONS

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

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

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

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

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

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

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

[signatures begin on following page]

[remainder of page intentionally left blank]

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

“Assignor”

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

Dated: _____

By: _____
John M. Nachbar
Executive Director

APPROVED AS TO CONTENT:

By: _____
Sol Blumenfeld
Assistant Executive Director

ATTEST:

By: _____
Jeremy Green
Successor Agency Secretary

APPROVED AS TO FORM:

By: _____
Carol Schwab
Successor Agency General Counsel

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

[Signatures Continue On Next Page]

“Assignee”

CITY OF CULVER CITY,
a California municipal corporation

Dated: _____

By: _____
John M. Nachbar
City Manager

APPROVED AS TO CONTENT:

By: _____
Sol Blumenfeld
Community Development Director

ATTEST:

By: _____
Jeremy Green
Deputy City Clerk

APPROVED AS TO FORM:

By: _____
Carol Schwab
City Attorney

By: _____
KANE, BALLMER & BERKMAN
City Special Counsel

Attachment No. 3

Exhibit A

Lease Agreement

[behind this page]

LEASE

LEASE BETWEEN CITY OF LOS ANGELES BY AND
THROUGH ITS BOARD OF RECREATION AND PARK
COMMISSIONERS, AND CULVER CITY REDEVELOPMENT
AGENCY OF PROPERTY KNOWN AS MEDIA PARK
LOCATED AT THE INTERSECTION OF VENICE
BOULEVARD, CULVER BOULEVARD AND CANFIELD
AVENUE IN THE CITY OF LOS ANGELES.

For Public Park and Recreational Purposes.

This lease is dated JUNE 12, 1987. Lessor is
the City of Los Angeles, a municipal corporation, acting by and
through its Board of Recreation and Park Commissioners,
hereinafter called "Los Angeles." The lessee is the Culver City
Redevelopment Agency, a public body corporate and politic,
hereinafter called "Agency".

RECITALS

Los Angeles is the owner of certain real property hereinafter called "Property", located at the intersection of Culver Boulevard, Venice Boulevard and Canfield Avenue. The Property is located within the City of Los Angeles. The Property is a dedicated public park known as "Media Park". It is legally described in Exhibit A attached hereto. Pursuant to the provisions of Los Angeles City Charter Section 170(b)(2)b, dedicated parks may be leased to the State of California for a period of not to exceed 50 years for the erection and maintenance of public buildings consistent with public park purposes. The Agency is an agency of the State of California.

The Property is adjacent to a redevelopment area administered by the Agency. The improvement of the Property and use thereof for public park and recreational purposes is beneficial to the territory of the redevelopment project. Therefore, it is practical and desirable for the Agency to improve the Property and thereafter maintain it for public park and recreational purposes, as more particularly set forth.

The leasing of the Property to the Agency will be beneficial to the City of Los Angeles. Such lease will allow the park to be improved, new park structures to be constructed, and will allow the same to be maintained without expense to Los Angeles; while at the same time residents of Los Angeles will be able to

1 the Property and enjoy same to the same extent as residents of
2 Culver City. The lease will be beneficial to the Agency as it
3 may upgrade the Property , its landscaping and improvements, to
4 be more compatible with its redevelopment project.

5
6 Therefore, to effectuate the above intent, Los Angeles
7 leases the Property to Agency and Agency accepts the Property
8 from Los Angeles upon the following terms and conditions.

9
10 1. Description of Leased Property.
11

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

18
19 2. Purpose of Lease.
20

21 Los Angeles and Agency have entered into this lease agree-
22 ment for park and recreation purposes, and particularly to allow
23 the Property to be improved and maintained in a manner compatible
24 with the adjacent redevelopment project but also in harmony with
25 the Ivy Substation, an historic building located on a parcel
26 adjacent to the Property. Ivy Substation has also been leased by
27 Los Angeles to Agency under a separate lease agreement,
28 hereinafter the "Substation Lease".

1 The Property will be used pursuant to this lease as a park
2 open to the general public, except that Agency may permit it to
3 be reserved from time to time and at any time for special events
4 conducted on Property and/or on the adjacent Ivy Substation
5 Property, for individual periods of not to exceed three calendar
6 days. Such events may be conducted by either profit or non-
7 profit organizations.

8
9 3. Consideration by Agency

10
11 It is understood and agreed that the primary consideration
12 from Agency for this lease is the improvement, operation and
13 maintenance of the Property by Agency for the stated purposes.
14 No monetary rental shall be paid to Los Angeles for the use of
15 the Property. In the event Agency makes a net profit through the
16 operation of the Property, then such net profit shall be placed
17 in a fund and separately accounted for, and said net profit and
18 any interest or other earnings which may accrue thereon shall be
19 used only for the maintenance, operation and reserve for capital
20 replacement of the Property and improvements thereon.

21
22 "Net profit" as used in this section means those sums
23 received in excess of the costs of maintenance, operation and
24 reserve for capital replacement of the Property and improvements
25 thereon without deduction for or consideration of any deprecia-
26 tion, amortization, interest or indebtedness, or recapture of
27 investment.

1
2 4. Approval By City
3

4 All plans and specifications for work to be done upon the
5 improvements presently existing on the Property, for the con-
6 struction of new improvements, and for the installation of
7 landscaping and construction of incidental structures, shall be
8 subject to a reasonable approval by the Board of Recreation and
9 Parks Commissioners of the City of Los Angeles taking into ac-
10 count that the operation of the Property is to be primarily for
11 public park and recreational purposes.
12

13 5. Term of Lease
14

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

25 ///

26 ///

27 ///

28 ///

6. Covenants of Agency

At no cost to Los Angeles, Agency agrees to improve the Property with landscaping and improvements for public park use and thereafter to maintain and repair the Property in a condition suitable for public park use, all to be done in accordance with plans and specifications approved pursuant to paragraph 4 above.

Los Angeles agrees that it will perform all of its duties of reviewing plans and specifications and/or issuing permits and/or inspecting the work under "no-fee permits" under which Los Angeles will not receive reimbursement of expenses or compensations for performing its obligations or exercising its rights under this lease.

7. Bonds

If any construction work is to be done upon the Property, employing persons other than employees of the Agency or of Culver City, then Agency shall obtain or cause the contractor for such project to obtain a bond to guarantee payment of labor and material furnished to the project in an amount and in form sufficient to meet the requirements of California Civil Code Section 3284 and a bond to guarantee completion of the project, which latter bond will be in favor of Los Angeles as well as in favor of Agency and both of which bonds shall be subject to the reasonable approval of the City Attorney of Los Angeles.

1. 8. Insurance

2
3 In the event Agency acquires public liability and/or
4 property damage insurance, Los Angeles shall be designated as an
5 additional insured thereon. The providing of such insurance,
6 however, shall not affect or limit Agency's obligations under
7 the provisions of paragraph 9 (Hold Harmless).

8
9 In the event Agency acquires fire and casualty insurance for
10 the improvements upon the Property, and if a casualty occurs the
11 proceeds of such insurance shall be used to repair or replace the
12 improvements and landscaping if they are repairable. If the
13 improvements and landscaping are destroyed or so damaged as to
14 not be repairable, or if the proceeds received are in excess of
15 the cost of repair the insurance proceeds or the excess proceeds
16 if a portion is used for repair shall be divided between Agency
17 and Los Angeles in a proportion as follows:

18
19 To Agency, an amount equal to the insurance proceeds
20 or the excess proceeds multiplied by the remaining term of the
21 lease, without any consideration of any option right, divided by
22 forty (40). To Los Angeles, the balance of the insurance
23 proceeds. For example, if non-repairable damage occurs in the
24 eleventh year of the lease (after the tenth anniversary but
25 before the eleventh anniversary) any insurance recovery shall be
26 shared seventy-five (75) percent to Agency, Twenty-five (25)
27 percent to Los Angeles. Provided that Agency shall always be
28 entitled to receive no less than the total amount of its costs

1 and expenses of the rehabilitation and/or construction of im-
2 provements on the site, to the extent of the proceeds of
3 insurance.

4
5 9. Hold Harmless

6
7 Agency agrees to save and hold Los Angeles harmless from all
8 claims or liability arising out of or in connection with the
9 improvement, operation and/or maintenance of the Property by
10 Agency and/or the use of the Property by licensees or sublessees,
11 including the providing of a defense to Los Angeles and the
12 payment of any and all attorney's fees and costs of suit which
13 may be incurred by Los Angeles, provided, the provisions of this
14 section shall not apply to any liability of Los Angeles which is
15 proximately created by the negligence of an office or employee of
16 Los Angeles.

17
18 10. Use of Property, Maintenance, Cost of Maintenance

19
20 Agency shall operate the Property for public park and
21 recreational purposes. No fees may be charged for the use of the
22 property by the general public but fees may be charged persons
23 who reserve the Property for special events. The Property and
24 all improvements shall be maintained in a clean, neat, attrac-
25 tive, safe and park-like condition at the sole cost of Agency,
26 and Los Angeles shall have no obligation to pay any portion of
27 such cost. Agency may perform such obligation by contractors or
28 by persons connected with the Ivy Substation property. However

1 the obtaining of a promise from a contractor or other person to
2 perform such obligation shall not affect Agency's responsibility
3 to maintain the Property.

4
5 11. Laws, Ordinances and Regulations
6

7 Agency agrees to abide by and conform with any and all
8 applicable laws of the State of California and/or ordinances of
9 the County of Los Angeles and/or City of Los Angeles, whichever
10 are applicable, in the operation of the Property, and to require
11 that any licensees or any other users of the Property also so
12 conform. Agency may establish regulations to govern the use of
13 the Property by licensees or any other users of the Property,
14 including members of the public, so long as such regulations do
15 not violate State law, County of Los Angeles ordinance and City
16 of Los Angeles ordinance.

17
18 12. Improvements
19

20 At all times the Property shall remain in the ownership and
21 within the governmental control of Los Angeles, subject to this
22 lease. However, if Agency submits and Los Angeles has approved a
23 master improvement plan for the Property, phased implementation
24 of the plan and phased installation of landscaping or additional
25 improvements shall be deemed approved and additional approvals
26 from Los Angeles shall not be required so long as said plans are
27 followed. However, if the proposed improvement requires applica-
28 tion for and issuance of a building permit by the Department of

1 Building and Safety of Los Angeles, Agency shall first submit
2 plans and specifications for the improvements to the General
3 Manager of the Department of Recreation and Parks of Los Angeles
4 for review and approval. The provisions of this sections shall
5 not excuse compliance with laws, ordinances or regulations ap-
6 plicable to persons generally owning, constructing, or operating
7 properties in the City of Los Angeles.

8
9 13. Title to Improvements

10
11 In lieu of monetary consideration for this lease, it is
12 intended that Los Angeles receive compensation for its lease of
13 land by (1) operation of the Property as a public park for the
14 people of Los Angeles and of Culver City, (2) by the
15 construction and installation of landscaping and other improve-
16 ments on the Property and (3) the maintenance of landscaping and
17 other improvements in good condition. If any portion of such
18 consideration were not to be received by Los Angeles, Los Angeles
19 would not have entered into this lease. Therefore, any and all
20 landscaping and other improvements to the Property, shall be
21 deemed to be improvements to the land as soon as affixed thereto.
22 Such landscaping and improvements, however, shall remain in full
23 control and management of Agency for the purpose of use, main-
24 tenance, repairs and/or replacement. Agency shall neither commit
25 nor permit any waste to the landscaping or improvements. The
26 improvements installed or placed on the Property may be removed
27 therefrom if they are replaced with another item of equal or
28 greater value but not otherwise. All improvements on the

1. property at the time this lease terminates shall be fully vested
2 in and the property of Los Angeles without payment of any further
3 compensation or other consideration to Agency, except that Agency
4 and/or any sublessee shall remain the owner of trade fixtures and
5 may remove same.

6
7 If the Property, or structures thereon, are in such a condi-
8 tion as to constitute a nuisance, then Agency shall abate the
9 nuisance, including clearing the Property, if necessary, at its
10 expense but only to the extent of insurance proceeds, if any.

11
12 14. Assignment or Sublease

13
14 Agency shall not assign or sublet the Property, or any part
15 thereof, or allow the same to be used for any other uses than
16 those specified in this lease, nor shall Agency transfer, assign,
17 or in any manner convey the rights or privileges herein granted
18 without first obtaining the written approval of Los Angeles. Any
19 assignment or sublease not previously approved in writing by the
20 General Manager of the Los Angeles Department of Recreation and
21 Parks shall be void.

22
23 The provisions of this section of the lease, however, shall
24 not prohibit Agency from assigning this lease to another local
25 government agency having the power and authority to operate the
26 Property for public park and recreational purposes, including but
27 not limited to the City of Culver City. It shall also not
28 prohibit short term exclusive or nonexclusive licenses of the

1 entire Property or of any portion thereof pursuant to paragraph 2
2 above. This section shall also not prohibit licenses for the
3 non-exclusive use of the premises, whether of the entire Property
4 or a portion thereof, and whether a single use or occupancy or a
5 series thereof, which licenses do not, by their terms, run for a
6 period of more than one year. Any other assignment, sub-lease,
7 or license of the areas shall be subject to the written approval
8 of General Manager of the Los Angeles Department of Recreation
9 and Parks.

10
11 15. Delays

12
13 This lease is made contemporaneously with the lease of an
14 adjacent property containing the Ivy Substation. In the event
15 that delays occur in the preservation, restoration and renovation
16 of the Ivy Substation Building, and Los Angeles declares that
17 said Ivy Substation lease is in default, it shall be deemed that
18 this lease is also in default if Los Angeles elects to so
19 declare, but not otherwise.

20
21 16. Default

22
23 This lease shall be in default if either of the following
24 events occur:

25
26 (1) The lease of the adjacent Ivy Substation Building
27 parcel is in default, or
28

1 (2) The Agency does not substantially perform its covenants
2 under this lease.

3
4 In the event default by Agency occurs, Los Angeles shall
5 serve Agency with a written notice specifying the default and
6 stating the period within which such shall be cured not to be
7 less than 30 days. If Agency shall have cured the default
8 specified in the notice within the period specified therein after
9 receipt of the notice, or if such default cannot reasonably be
10 cured within such period, and Agency has commenced the process of
11 curing same within 30 days and thereafter prosecutes such cure
12 with due diligence, then such default shall no longer exist.

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

17
18 17. Termination of Lease

19
20 Agency may terminate this lease at any time but only when,
21 and if, the Ivy Substation lease is terminated without further
22 obligation by giving Los Angeles notice of such termination
23 providing such notice is given prior to restoration or renovation
24 commencing upon the property or the Ivy Substation building.
25 Agency may also terminate this lease after completing restoration
26 and renovation of the Ivy Substation building if all sublessees
27 or licensees have terminated their rights in the property or
28 consented in writing to Los Angeles terminating such rights. It

1 is the intent of this agreement and of the parties that if Agency
2 commences work of restoration of the Ivy Substation building it
3 shall complete such work regardless of Agency having a desire to
4 terminate this lease.

5
6 18. Eminent Domain

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

11
12 As to the land, including any severance damages to the land
13 portion of a larger parcel, Los Angeles shall be entitled to
14 receive the value thereof. As to the improvements, the award or
15 payment for improvements shall first be applied to reimburse the
16 Agency for its costs and expenses arising out of the installation
17 of landscaping and improvements on the Property and any remaining
18 balance shall be payable to Los Angeles as its property. The
19 award or payment for damaging of landscaping and/or improvements
20 shall be used to repair the landscaping and/or improvements, if
21 they are repairable. Any excess of the award or payment over the
22 reasonable cost of repair including but not limited to the award
23 for trade fixtures and/or for loss of business goodwill shall be
24 shared by Los Angeles and Agency in the proportion established
25 for the sharing of insurance proceeds by Section 8 (Insurance).
26 The award or payment for trade fixtures and for business goodwill
27 belonging to sublessees or sublicensees shall be made to the
28 persons entitled thereto according to their interest.

19. Amendments to Lease, Not a Dedication

This lease may be amended at any time by the mutual written agreement of Los Angeles and Agency.

By this lease it is not intended that any dedication occur beyond that in existence at the time of execution of the lease, or that rights be conveyed or vested in any additional persons or intended other than Agency.

20. Taxes

If this lease, or any sublease or license granted in the Property, results in the imposition of property taxes, assessments, or other levies on the Property, Agency will pay such taxes, assessments or levies within such period of time as they may be due and payable and will further pay any and all penalties, interest, or other charges which may be imposed because of a delinquency in payment of such taxes, assessments or other levies.

This lease, and any sublease or license of the Property, may create a possessory interest subject to property taxation and Agency, sublessee or licensee may be subject to levy and payment of taxes levied on said interest. In the event Agency shall make any sublease or license of the Property or any portion thereof, Agency shall include in its sublease or license documents a clause substantially as above or such other clauses as may be

1 specified in Section 107.6 of the California Revenue and Taxation
2 Code or in any replacement of such section.

3
4 21. Alcoholic Beverages

5
6 Beer, wine and distilled liquors, and other forms of al-
7 coholic beverages may be dispensed, sold or offered for sale on
8 the Property without prior written approval of Los Angeles during
9 special events to which the public is not admitted, whether or
10 not consideration is paid or donations solicited, but not other-
11 wise unless the express written approval of Los Angeles is given
12 prior to such dispensing or selling of alcoholic beverages.

13
14 22. Use By City of Los Angeles Residents and
15 Organization

16
17 The Property at all times shall be available for use by
18 residents of the City of Los Angeles or organizations head-
19 quartered in the City of Los Angeles or composed of residents of
20 the City of Los Angeles without discrimination. No preference
21 will be given in reserving the use of the property for a par-
22 ticular person or organization because of residence or being
23 headquartered in Culver City.

24
25 23. Review of Financial Records

26
27 Los Angeles, by its employees or by independent accountants
28 or auditors, may at reasonable times review the financial records

1 of the Agency relating to the property and all income and ex-
2 penses connected therewith. Agency shall maintain accounting
3 records relating to the property.

4
5 24. Severability

6
7 If any provision of this lease or the application thereof is
8 held invalid, the remainder of the lease and/or the application
9 of any affected provision to other persons or circumstances shall
10 not be affected. A provision of this lease not declared invalid
11 shall remain in full force and effect.

12
13 25. Notices

14
15 Notices required or given under the lease shall be given to
16 Los Angeles at the following address:

17
18 City of Los Angeles

19 Department of Recreation and Parks

20 200 N. Main Street

21 13th Floor, City Hall East

22 Los Angeles, California 90012

23 Attention: General Manager,

24 Department of Recreation and Parks
25
26
27
28

1 Notices to agency shall be given as follows:

2
3 Culver City Redevelopment Agency

4 9770 Culver Boulevard

5 Culver City, California 90232-0507

6 Attention: Executive Director

7
8 26. Street Vacation

9
10 As soon as possible, after execution of this lease, Los
11 Angeles will commence a street vacation proceeding for Venice
12 Boulevard within the property, either under the General Vacation
13 Procedure (Sections 8320-8325) or the Summary Vacation Procedure
14 (Sections 8330-8336) of the Public Streets Highways and Service
15 Easements Vacation Law (Streets and Highways Code Sections 8300-
16 8363) and shall expeditiously process such proceeding to
17 completion. Agency shall not be charged any fees or other con-
18 sideration for processing the vacation nor for the area which may
19 be vacated.

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

This lease was approved by the City Council of the City of
Los Angeles on NOVEMBER 7, 1986, in Council File No.
84-0140; ORDINANCE NO. 161758; It was approved by the Culver City
Redevelopment Agency on May 4, 1987.

APPROVED AS TO FORM:

Date: June 25, 1986 ^{1987 PDE}

James K. Hahn
City Attorney

CITY OF LOS ANGELES
ACTING BY AND THROUGH THE
BOARD OF RECREATION AND
PARK COMMISSIONERS

BY William R. Roberts
President

By: Richard B. Edwards
Assistant City Attorney

BY John L. Johnson

APPROVED AS TO FORM:

CULVER CITY REDEVELOPMENT AGENCY

Joseph N. Baan
Counsel

Paul A. Hefel

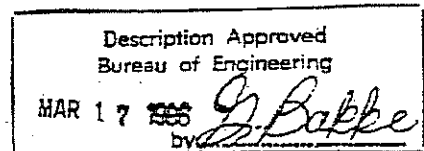
AGR/CCRA/MEDIA/PARK/1

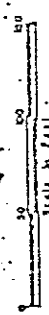
MEDIA PARKEXHIBIT A

That portion of Lot 2, Block 17, Tract No. 2444, as per map recorded in Book 24, pages 5 to 7, inclusive, of Maps, in the office of the County Recorder of Los Angeles County, bounded and described as follows:

Beginning at the intersection of the southeasterly line of the northwesterly 5.5 feet of said lot with the southwesterly line of said lot; thence North $55^{\circ} 42' 15''$ East along said southeasterly line 287.34 feet to the northeasterly line of said lot; thence South $33^{\circ} 52' 00''$ East along said northeasterly line 93.72 feet to a line parallel with and distant 40 feet northwesterly measured at right angles from the southeasterly line of said lot; thence South $31^{\circ} 39' 05''$ West along said parallel line 297.03 feet to the beginning of a tangent curve concave northerly, having a radius of 15 feet, and being tangent at its point of ending to the southwesterly line of said lot; thence westerly along said curve, through a central angle of $115^{\circ} 40' 55''$ an arc distance of 30.29 feet to its point of ending; thence North $32^{\circ} 40' 00''$ West along said southwesterly line 200.74 feet to the point of beginning.

SUBJECT TO easements of the City of Los Angeles for public street purposes over that portion of the hereinabove described land described in deeds recorded in Book 11417, page 67, and in Book 12958, page 292, of Official Records, in the office of said County Recorder.





ASSIGNMENT AND ASSUMPTION AGREEMENT

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

RECITALS

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

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

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

ARTICLE 1

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT RIGHTS AND OBLIGATIONS

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

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

ARTICLE 2

RIGHTS AND REMEDIES

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

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

ARTICLE 3

GENERAL PROVISIONS

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

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

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

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

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

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

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

[signatures begin on following page]

[remainder of page intentionally left blank]

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

“Assignor”

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

Dated: _____

By: _____
John M. Nachbar
Executive Director

APPROVED AS TO CONTENT:

By: _____
Sol Blumenfeld
Assistant Executive Director

ATTEST:

By: _____
Jeremy Green
Successor Agency Secretary

APPROVED AS TO FORM:

By: _____
Carol Schwab
Successor Agency General Counsel

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

[Signatures Continue On Next Page]

“Assignee”

CITY OF CULVER CITY,
a California municipal corporation

Dated: _____

By: _____
John M. Nachbar
City Manager

APPROVED AS TO CONTENT:

By: _____
Sol Blumenfeld
Community Development Director

ATTEST:

By: _____
Jeremy Green
Deputy City Clerk

APPROVED AS TO FORM:

By: _____
Carol Schwab
City Attorney

By: _____
KANE, BALLMER & BERKMAN
City Special Counsel

Attachment No. 4

Exhibit A

Lease Agreement

[behind this page]

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3

LEASE

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

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

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

RECITALS

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

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

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

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

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

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

Attachment No. 4
Exhibit A

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

4
5 1. Description of Leased Property
6

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

13
14 2. Purpose of Lease
15

16 Los Angeles and Agency have entered into this lease agree-
17 ment for two purposes:
18

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

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

1 3. Consideration by Agency

2
3 It is understood and agreed that the primary consideration
4 from Agency for this lease is the improvement, operation and
5 maintenance of the Property by Agency for the stated purposes.
6 No monetary rental shall be paid to Los Angeles for the use of
7 the Property. In the event Agency makes a net profit through the
8 receipt of fees and/or rental arising from the operation of the
9 Property, including the operation of incidental uses then such
10 net profit shall be placed in a fund and separately accounted
11 for, and said net profit and any interest or other earnings which
12 may accrue thereon shall be used only for the maintenance, opera-
13 tion and reserve for capital replacement of the Property and
14 improvements thereon. Fees may be charged for the use of the
15 Property for park and recreational purposes but on a basis that
16 such fees shall not exceed the amount necessary to pay expenses
17 and provide reserves for replacement of equipment and
18 improvements.

19
20 "Net profit" as used in this section means those sums
21 received in excess of the costs of maintenance, operation and
22 reserve for capital replacement of the Property and improvements
23 *thereon without deduction for or consideration of any deprecia-
24 tion, amortization, interest or indebtedness, or recapture of
25 investment.

1
2 4. Use of Property
3

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

- 15 a) Restaurant/food service consession not including the
16 sale of alcoholic beverages;
17 b) Gift/souvenir shop.

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

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

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

18
19 5. Term of Lease

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

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

3
4 6. Covenants of Agency

5
6 At no cost to Los Angeles, Agency agrees to preserve the
7 exterior of the Ivy Substation building and to improve the sur-
8 rounding ground area, all of such work to be done according to
9 plans and specifications submitted by Agency and approved by the
10 City of Los Angeles City Engineer, Cultural Affairs Department
11 and Department of Building and Safety. All plans and specifica-
12 tions shall be prepared with due regard for the historic
13 significance of the Ivy Substation and with the objective of
14 preserving, restoring, and renovating the building and in full
15 conformity to the standards of the United States Secretary of
16 Interior for the rehabilitation of historic buildings.

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

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

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

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

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

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

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

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

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

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

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

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

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

Attachment No. 4
Exhibit A

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

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

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

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

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

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

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

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

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

3
4 8. Bonds

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

16
17 9. Insurance

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

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

Attachment No. 4
Exhibit A

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

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

19
20 10. Hold Harmless

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

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

4
5 11. Maintenance
6

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

16 12. Laws, Ordinances and Regulations
17

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

1 13. Improvements

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

19
20 14. Title to Improvement

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

Attachment No. 4
Exhibit A

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

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

19
20 15. Assignment or Sublease
21

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

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

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

21
22 16. Delays
23

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

Attachment No. 4
Exhibit A

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

18
19 17. Default
20

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

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

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

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

17
18 18. Termination by Agency
19

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

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

4
5 19. Eminent Domain

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

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

1 20. Amendments to Lease, Not a Dedication

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

15
16 21. Taxes

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

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

Attachment No. 4
Exhibit A

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

8
9 22. Alcoholic Beverages

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

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

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

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

5 24. Review of Financial Records
6

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

13 25. Severability
14

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

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

26. Notices

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

City of Los Angeles

200 North Main Street

8th Floor, City Hall East

Los Angeles, CA 90012

Attention: General Manager, Department of General
Services

Notices to Agency shall be given as follows:

Culver City Redevelopment Agency

9770 Culver Boulevard

Culver City, CA 90232-0507

Attention: Executive Director

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

APPROVED AS TO FORM:

CITY OF LOS ANGELES

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

By: [Signature]
Assistant City Attorney

[Signature]
Tom Bradley, Mayor JUN 8 1987

APPROVED AS TO FORM:

CULVER CITY REDEVELOPMENT AGENCY

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

[Signature]

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



Attachment No. 4
Exhibit A

IVY SUBSTATION

EXHIBIT A

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

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

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

Attachment No. 4
Exhibit A

-2-

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

