

EXECUTION COPY

OFFICIAL BUSINESS

Document entitled to Free recording
Government Code Section 6103

RECORDING REQUIRED BY
AND WHEN RECORDED MAIL TO:

City of Inglewood
One Manchester Blvd.
Inglewood, CA 90301
Attn: City Clerk

(SPACE ABOVE THIS LINE RESERVED FOR
RECORDER'S USE)

TRANSFER AGREEMENT

THIS TRANSFER AGREEMENT (this "**Agreement**") is entered into as of this ___ day of _____, 2020 (the "**Effective Date**") by and between the City of Inglewood as Successor Agency to the Inglewood Redevelopment Agency, a public body, corporate and politic (the "**Successor Agency**"), and the City of Inglewood, a municipal corporation (the "**City**"). The Successor Agency and City and their respective transferees, successors in interest, and assigns are hereinafter collectively referred to as the "**Parties**" and singularly as "**Party**."

RECITALS

WHEREAS, the former Inglewood Redevelopment Agency (the "**Agency**") acquired those certain parcels of real property in the City of Inglewood, California identified and described in the LRPMP (as defined below) as the "LAX Noise Mitigation Properties", as more particularly identified and described in the legal description attached hereto as Exhibit A (the "**Subject Parcels**") in part with grant funds provided by the U.S. Federal Aviation Administration ("**FAA**") and the Los Angeles World Airports ("**LAWA**") pursuant to certain grant agreements (collectively, the "**Noise Mitigation Grant Agreements**"); and

WHEREAS, in furtherance of the objectives of the California Redevelopment Dissolution Law, Assembly Bill x1 26 ("**AB 26**") was passed by the State Legislature on June 15, 2011, and signed by the Governor on June 28, 2011; and

WHEREAS, on January 10, 2012, by Resolution H12-01/12-02, the City Council of the City declared the Successor Agency as successor agency to the Agency; and

WHEREAS, the Subject Parcels were acquired by the Successor Agency from the Agency pursuant to Health and Safety Code section 34173(a); and

WHEREAS, AB 26 requires that certain oversight board established to supervise the activities of the Successor Agency and the wind down of the affairs of the dissolved Agency pursuant to AB 26 (the "**Oversight Board**"); and

WHEREAS, pursuant to Health and Safety Code Section 34191.5 (b), the Successor Agency adopted, and the Oversight Board and California Department of Finance approved, a Long-Range Property Management Plan (the "**LRPMP**"). With respect to the Subject Parcels, the LRPMP provides that if for any reason such properties are not sold by the Successor Agency with three years of approval of the LRPMP, then the Successor Agency will transfer the Subject Parcels to the City for future development under Health & Safety Code Section 34191.5(c)(2); and

WHEREAS, more than three years have passed since the approval of the LRPMP and the Successor Agency has not sold the Subject Parcels; and

WHEREAS, the Successor Agency now desires to transfer the Subject Parcels to the City for Future Development under Health & Safety Code Section 34191.5(c)(2) in accordance with the LRPMP; and

WHEREAS, the City desires to accept the transfer of the Subject Parcels and to use the Subject Parcels for future development in accordance with Health and Safety Code Section 34191.5(c)(2) and the LRPMP;

NOW, THEREFORE, in consideration of the following mutual promises, conditions, and covenants, the Parties agree as follows:

AGREEMENT

1. **INCORPORATION OF RECITALS AND EXHIBITS**. The preamble, the recitals and all defined terms set forth in both are incorporated into this Agreement as if set forth herein in full. In addition, each of the exhibits attached hereto are expressly incorporated herein and made a part of this Agreement, and all references to this Agreement shall include the exhibits hereto.

2. **TRANSFER OF THE SUBJECT PARCELS**. The Successor Agency agrees to transfer, assign and convey, and City agrees to accept, all of the Successor Agency's interest in and to the Subject Parcels, subject to the terms, conditions, and covenants of this Agreement.

3. **DEED**. The Successor Agency shall convey to the City title to the Subject Parcels by a duly executed and acknowledged grant deed in the form of Exhibit B attached hereto (the "**Deed**"). The City shall cause the Deed, duly executed and acknowledged by the Successor Agency, to be recorded with the County Recorder for Los Angeles County within ten (10) days of the Effective Date.

4. **CITY OBLIGATIONS**.

4.1 The City shall be responsible for compliance with and satisfaction of the terms and conditions of the Noise Mitigation Grant Agreements, including, without limitation,

repayment to FAA and LAWA as may be required under the Noise Mitigation Grant Agreements.

4.2 The City acknowledges that it shall be solely responsible for compliance with and satisfaction of all terms and conditions applicable to the disposition of the Subject Parcels. Such responsibility shall include, without limitation, any payment obligation to the applicable taxing entities pursuant to the Redevelopment Dissolution Law (California Health & Safety Code Sections 34170 *et seq.*), including entering into compensation agreements with the other taxing entities to provide payments to them in proportion to their shares of the base property tax as described in Health and Safety Code Section 34180, if required.

4.3 The City shall retain the Subject Parcels for future development pursuant to Health & Safety Code Section 34191.5(c)(2).

4.4 In the transfer of the Subject Parcels for future development, the City will proceed in accordance with the principals and guidelines set forth in the "Properties to be Retained for Development – Guidelines for Future Development" described on pages 35-36 of the LRPMP.

5. MISCELLANEOUS.

5.1 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

5.2 Captions. Any captions to, or headings of, the paragraphs or subparagraphs of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

5.3 No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties hereto, to any person or entity other than the parties hereto. There is no third party beneficiary to this Agreement and nothing contained herein shall be construed as giving any person third party beneficiary status.

5.4 Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

5.5 Applicable Law. This Agreement shall be governed by and construed in accordance with California law. Any lawsuit or legal proceeding arising hereunder shall be heard in the United States District Court for the Central District if in federal court or the Los Angeles County Superior Court if in California Superior Court.

5.6 Fees and Other Expenses. Except as otherwise provided herein, each of the parties shall pay its own fees and expenses in connection with this Agreement.

5.7 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors and assigns.

5.8 Interpretation. The provisions of this Agreement and the exhibits shall be construed as a whole according to their common meaning and not strictly for or against any Party in order to achieve the objectives and purpose of the Parties. The captions preceding the text of each section and subsection are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neuter genders, or vice versa. Unless otherwise specified, whenever in this Agreement reference is made to any Section, or any defined term, such reference shall be deemed to refer to the section or defined term of this Agreement. Exhibits to this Agreement shall be incorporated into this Agreement as if stated fully herein. The use in this Agreement of the words "including," "such as," or words of similar import when following any general term, statement, or matter shall not be construed to limit such statement, term or matter to the specific items or matters, whether or not language of non-limitation, such as "without limitation" or "but not limited to," or words of similar import, are used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such statement, term, or matter.

5.9 Severability. If any provision of this Agreement shall be held to be unenforceable or invalid for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the extent possible. In any event, all other provisions of this Agreement shall be deemed valid and enforceable to the fullest extent.

5.10 Further Assurances. Each Party covenants, on behalf of itself and its successors, heirs and assigns, to take all actions and do all things, and to execute, with acknowledgment or affidavit if required, any and all documents and writings that may be necessary or proper to achieve the purposes and objectives of this Agreement.

5.11 Entire Agreement. This Agreement and the Exhibits attached hereto supersede any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the City and the Successor Agency as to the subject matter hereof. The terms of this Agreement may not be modified or amended, except by a writing executed by both the City and the Successor Agency.

5.12 Notices. Any notice to either Party required by this Agreement shall be in writing and given by delivering the same to such Party in person or by sending the same by registered or certified mail, or express mail, return receipt requested, with postage prepaid, to the Party's mailing address. The respective mailing addresses of the Parties are, until changed as hereinafter provided, the following:

City: City of Inglewood
One Manchester Boulevard
Inglewood, California 90301
Attention: City Manager

with a copy to: Office of the City Attorney
One Manchester Boulevard
Inglewood, California 90301
Attention: City Attorney

with a copy to: Kane, Ballmer & Berkman
(and shall not constitute 515 S. Figueroa Street, Suite 1850
notice to the City) Los Angeles, California 90071
Attention: Royce K. Jones

Successor Agency: City of Inglewood
One Manchester Boulevard
Inglewood, California 90301
Attention: City Manager

5.13 Form of Agreement; Recordation. The City shall cause this Agreement to be recorded with the County Recorder for Los Angeles County within ten (10) days of the Effective Date. This Agreement is executed in two duplicate originals, each of which is deemed to be an original.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City of Inglewood as Successor Agency to Inglewood Redevelopment Agency, a public body, corporate and politic, and the City of Inglewood, a municipal corporation, have both authorized the execution of this Agreement in duplicate by its Mayor and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the City Council of the City of Inglewood on the ____ day of _____, 2020.

"SUCCESSOR AGENCY"

CITY OF INGLEWOOD AS SUCCESSOR
AGENCY TO INGLEWOOD
REDEVELOPMENT AGENCY, a public
body, corporate and politic

By: _____
James T. Butts, Jr.
Chairman

"CITY"

CITY OF INGLEWOOD, a municipal
corporation

By: _____
James T. Butts, Jr.
Mayor

ATTEST:

Yvonne Horton

City Clerk/Successor Agency Secretary

APPROVED AS TO FORM:

Kenneth R. Campos
City Attorney and Successor Agency General
Counsel

By: _____
Kenneth R. Campos

APPROVED:

KANE BALLMER & BERKMAN
City and Successor Agency Special Counsel

By: _____
Royce K. Jones

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

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

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

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT A

Legal Description of Subject Parcels

[To be inserted prior to execution]

EXHIBIT B

Form of Grant Deed

OFFICIAL BUSINESS
Document entitled to free recording
per Government Code Section 27383

RECORDING REQUESTED BY:

CITY OF INGLEWOOD
One Manchester Blvd.
Inglewood, CA 90301
Attn: Mayor

WHEN RECORDED RETURN TO AND
MAIL TAX STATEMENTS TO:

[CITY OF INGLEWOOD
One Manchester Blvd.
Inglewood, CA 90301
Attn: Mayor]

(SPACE ABOVE THIS LINE RESERVED FOR
RECORDER'S USE)

GRANT DEED

THIS GRANT DEED is made as of _____, 2020 by CITY OF INGLEWOOD AS SUCCESSOR AGENCY TO INGLEWOOD REDEVELOPMENT AGENCY, a public body, corporate and politic ("**Grantor**"), in favor of the CITY OF INGLEWOOD, a municipal corporation ("**Grantee**").

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Grantor hereby GRANTS to Grantee all that certain real property located in the City of Inglewood, County of Los Angeles, State of California, and more particularly described on Exhibit A attached hereto, together with all improvements thereon.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on its behalf by its officer hereunto duly authorized.

GRANTOR:

CITY OF INGLEWOOD AS
SUCCESSOR AGENCY TO
INGLEWOOD REDEVELOPMENT
AGENCY, a public body, corporate and
politic

By: _____

James T. Butts, Jr.
Chairman

**APPROVED AS TO FORM AND
LEGALITY:**

KENNETH R. CAMPOS
City Attorney

By: _____
Kenneth R. Campos

APPROVED:

KANE, BALLMER & BERKMAN
City Special Counsel

By: _____
Royce K. Jones

ATTEST:

YVONNE HORTON
City Clerk

By: _____
Yvonne Horton

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

State of California)
County of _____)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT A

Legal Description of Property

THE LAND REFERRED TO HEREIN IS SITUATED IN THE CITY OF INGLEWOOD,
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES, AND IS DESCRIBED AS
FOLLOWS:

[To be inserted]