



# CITY OF INGLEWOOD

## OFFICE OF THE CITY MANAGER



**DATE:** September 8, 2020

**TO:** Mayor and Council Members

**FROM:** Economic and Community Development Department

**SUBJECT:** Grant Deed Transferring 13 Parcels Described in the Long-Range Property Management Plan (LRPMP) by Successor Agency to the former Inglewood Redevelopment Agency for future development as Implemented by a Proposed Disposition and Development Agreement (Agreement) by and Between the City and Murphy's Bowl, LLC Concerning the Proposed Development of the Property as Part of the Inglewood Basketball and Entertainment Center (IBEC)

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### RECOMMENDATION:

It is recommended that the Mayor and Council Members adopt a resolution accepting a grant deed (Grant Deed) transferring 13 parcels referred to in the Long-Range Property Management Plan (LRPMP) for future development as required by the LRPMP and implemented by a proposed Disposition and Development Agreement (Agreement) by and between the City and Murphy's Bowl, LLC concerning the proposed development of the Property as part of the Inglewood Basketball and Entertainment Center (IBEC).

### BACKGROUND:

On July 1, 2016, the California Department of Finance approved the LRPMP, as amended, pursuant to Oversight Board Resolution 15-OB 007 (a copy of which is on file in the office of the Successor Agency secretary) requiring the disposition of the former Inglewood Redevelopment Agency properties (the "Properties") by the Successor Agency to the former Inglewood Redevelopment Agency pursuant to LRPMP and redevelopment dissolution law.

On August 15, 2017, the City Council, the City of Inglewood as Successor Agency to the Former Inglewood Redevelopment Agency, and the Inglewood Parking Authority ("City Entities") approved an Amended and Restated Exclusive Negotiating Agreement ("ENA") with Murphy's Bowl LLC ("Developer" or "Project Sponsor") for the proposed development of a premier and state-of-the-art National Basketball Association ("NBA") professional basketball arena and other ancillary uses on properties located within a study area defined in the ENA. As contemplated by the ENA, the parties agreed to negotiate a Disposition and Development Agreement ("DDA") which would provide for the acquisition by the Developer of certain City-owned property (inclusive of the 13 Properties proposed for transfer to the City) and a process for the potential acquisition of privately-owned property located within the study area.

### DISCUSSION:

The acceptance of the Grant Deed providing for the transfer of the subject 13 properties by the Successor Agency to the City for future development pursuant to the proposed DDA implements

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the requirements of the LRPMP with respect to the 13 properties. These 13 properties are specifically identified in the LRPMP as B-1.1, B-1.2, B-2 and B-3.

The acceptance of the Grant Deed, as proposed, providing for the transfer of the 13 properties by the Successor Agency for future development as set forth in the proposed DDA, if accepted by the City, would be consistent with the list of actions included in Chapter 2, Section 2.6 of the Draft EIR (see Draft EIR page 2-89) and constitute one of a number of actions to be taken to implement the IBEC project. Acceptance by the City of the Grant Deed providing for the transfer of the 13 properties by the Successor Agency, as proposed, insofar as it implements in part the IBEC project, is entirely consistent with the project described in the adopted CEQA Findings of Fact and Chapter 2 of the EIR, and evaluated in Chapters 3, 4, and 5 of the Draft EIR, as well as in Chapters 2 and 3 of the Final EIR, and the July 17, 2020 EIR Errata. Moreover, any such acceptance by the City of the Grant Deed providing for the transfer of the 13 properties by the Successor Agency, as proposed, would also not make any changes to the significant impacts of the IBEC project nor change the mitigation measures in the Mitigation Monitoring and Reporting Program (MMRP) that was adopted by the City on July 21, 2020. There have been no changes in the IBEC project or the circumstances associated with the IBEC project that require major changes to the EIR. Accordingly, pursuant to Public Resources Code section 21166 and CEQA Guidelines sections 15162, no further CEQA review is required.

**FINANCIAL/FUNDING ISSUES AND SOURCES:**

There is no fiscal impact.

**LEGAL REVIEW VERIFICATION:**

Administrative staff has verified that the legal documents accompanying this report have been submitted to, reviewed and approved by the Office of the City Attorney.

**BUDGET REVIEW VERIFICATION:**

Administrative staff has verified that this report, in its entirety, has been submitted to, reviewed and approved by the Budget Division.

**FINANCE REVIEW VERIFICATION:**

Administrative staff has verified that this report, in its entirety, has been submitted to, reviewed and approved by the Finance Department.

**DESCRIPTION OF ANY ATTACHMENTS:**

Attachment No. 1 – Resolution Accepting a Grant Deed Transferring 13 Successor Agency Parcels  
Attachment No. 2 – Grant Deed Transferring 13 Successor Agency Parcels

**PREPARED BY:**

Christopher E. Jackson, Sr., Director, Economic and Community Development Department

**COUNCIL PRESENTER:**

Christopher E. Jackson, Sr., Director, Economic and Community Development Department

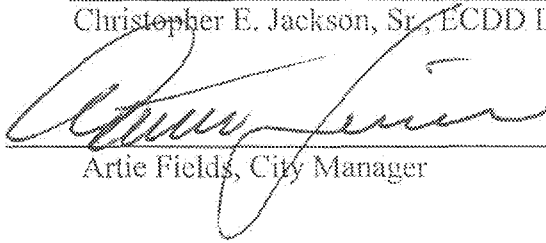
APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD APPROVAL:



Christopher E. Jackson, Sr., ECDD Director

CITY MANAGER APPROVAL:



Artie Fields, City Manager

1 RESOLUTION NO. \_\_\_\_\_

2  
3 RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF  
4 INGLEWOOD ("CITY") ACCEPTING A GRANT DEED PROVIDING FOR  
5 THE TRANSFER OF 13 PARCELS COMPRISED OF APPROXIMATELY  
6 9.5 ACRES DESCRIBED IN THE LONG-RANGE PROPERTY  
7 MANAGEMENT PLAN OF THE SUCCESSOR AGENCY TO THE  
8 FORMER INGLEWOOD REDEVELOPMENT AGENCY ("SUCCESSOR  
9 AGENCY") AS PROPERTIES B-1.1, B-1.2, B-2, AND B-3, AS  
10 TRANSFERRED BY THE SUCCESSOR AGENCY PURSUANT TO THE  
11 REQUIREMENTS OF THE LONG-RANGE PROPERTY MANAGEMENT  
12 PLAN FOR THE PURPOSE OF FUTURE DEVELOPMENT AS  
13 CONTEMPLATED BY THE PROPOSED DISPOSITION AND  
14 DEVELOPMENT AGREEMENT BETWEEN THE CITY AND MURPHY'S  
15 BOWL LLC CONCERNING THE PROPOSED DEVELOPMENT OF THE  
16 INGLEWOOD BASKETBALL AND ENTERTAINMENT CENTER,

17 WHEREAS, the City has agreed to accept the Grant Deed, affixed hereto as Exhibit 1,  
18 transferring the 13 parcels as described therein, and referred to in the Long-Range Property  
19 Management Plan, as subsequently amended and approved July 1, 2016 ("LRPMP") as Properties  
20 B-1.1, B-1.2, B-2 and B-3 (the "Property") for future development as required by the LRPMP and  
21 implemented by a proposed Disposition and Development Agreement ("DDA") by and between the  
22 City and Murphy's Bowl, LLC concerning the proposed development of the Property as part of the  
23 Inglewood Basketball and Entertainment Center as set forth in the proposed DDA.

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1           **NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY**  
2 **OF INGLEWOOD DOES HEREBY DECLARE AS FOLLOWS:**

- 3           1. The above recital is true and correct and incorporated herein by this reference as if set forth  
4           in full.
- 5           2. The City finds and determines that its acceptance of the Grant Deed providing for the  
6           conveyance of the Property by the Successor Agency for future development as set forth in  
7           the proposed DDA satisfies the requirements of the LRPMP, and will result in the  
8           production of additional property tax and sales tax revenue to the City of Inglewood, provide  
9           certain employment opportunities for the residents of the City of Inglewood, and will be in  
10          the best interest of the City of Inglewood and the health, safety and welfare of its residents.
- 11          3. The City finds and determines that acceptance of the Grant Deed providing for the transfer  
12          of the Property by the Successor Agency for future development as set forth in the proposed  
13          DDA is consistent with the list of actions included in Chapter 2, Section 2.6 of the Draft EIR  
14          (see Draft EIR page 2-89) and constitutes one of a number of actions to be taken to  
15          implement the IBEC project. On July 21, 2020, the City Council certified the EIR and  
16          adopted CEQA Findings including a Statement of Overriding Considerations for significant  
17          and unavoidable impacts of the Project that would remain significant even with the  
18          implementation of all feasible mitigation measures specified in the EIR, and adopted an  
19          MMRP for the Project in accordance with CEQA as provided in City Council Resolution  
20          No. 20-105 (EIR Certification Resolution). Acceptance by the City of the Grant Deed  
21          providing for the transfer of the Property by the Successor Agency insofar as it implements  
22          in part the IBEC project, is entirely consistent with the project described in the adopted  
23          CEQA Findings of Fact and Chapter 2 of the EIR, and evaluated in Chapters 3, 4, and 5 of  
24          the Draft EIR, as well as in Chapters 2 and 3 of the Final EIR, and the July 17, 2020 EIR  
25          Errata. Moreover, the acceptance by the City of the Grant Deed providing for the transfer of  
26          the Property by the Successor Agency would not make any changes to the significant  
27          impacts of the IBEC project nor change the mitigation measures in the Mitigation

1 Monitoring and Reporting Program (MMRP) that was adopted by the City on July 21, 2020.  
2 There have been no changes in the IBEC project or the circumstances associated with the  
3 IBEC project that require major changes to the EIR. Accordingly, pursuant to Public  
4 Resources Code section 21166 and CEQA Guidelines sections 15162, no further CEQA  
5 review is required.

- 6 4. The City hereby authorizes the Mayor to sign the certificate of acceptance on the Grant  
7 Deed accepting the transfer of the Property from the Successor Agency.

8 **PASSED, APPROVED AND ADOPTED** at a regular meeting of the City Council of the  
9 City of Inglewood this 8th day of September 2020.

10  
11 By: \_\_\_\_\_  
12 James T. Butts, Jr., Mayor  
13 City of Inglewood

14 ATTEST:

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17 By: \_\_\_\_\_  
18 Yvonne Horton, City Clerk  
19 City of Inglewood  
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EXHIBIT 1  
GRANT DEED  
[BEHIND THIS PAGE]

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**OFFICIAL BUSINESS**

Document entitled to free recording  
per Government Code Section 27383

**Recording Requested by:**  
CITY OF INGLEWOOD

**When Recorded Return to:**  
CITY OF INGLEWOOD CITY HALL  
One Manchester Boulevard, Ninth Floor  
Inglewood, CA 90301

Assessor Parcel Numbers (13 Parcels):  
4032-002-913; 4032-003-914; 4032-004-913;  
4032-004-914; 4032-002-916; 4032-002-915;  
4032-002-914; 4032-002-917; 4032-003-915;  
4032-003-912; 4032-001-900; 4032-001-901;  
and 4034-005-900.

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SPACE ABOVE THIS LINE FOR RECORDING USE

**GRANT DEED**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged the CITY OF INGLEWOOD AS SUCCESSOR AGENCY TO THE INGLEWOOD REDEVELOPMENT AGENCY, a public body, corporate and politic, of the State of California, herein called "Grantor," acting to carry out the requirements of the Long-Range Property Management Plan, as amended, a public document on file with the Secretary of the Grantor (the "LRPMP") and to wind down of the affairs of the former Inglewood Redevelopment Agency pursuant to the requirements of the LRPMP, hereby grants to THE CITY OF INGLEWOOD, a municipal corporation, herein called "Grantee," the real property hereinafter referred to as the "Property," described in the document attached hereto, labeled Exhibit "A" and incorporated herein by this reference.

1. The Property is being conveyed by the Grantor to the Grantee for the future development of the Property as contemplated by the LRPMP. The subject transfer and future development of the Property are in the vital and best interest of the City of Inglewood and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable federal, state, and local laws and requirements.



2. Grantee covenants and agrees for itself, its successors, its assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of any person or group of persons on account of sex, sexual orientation, marital status, race, color, creed, religion, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall Grantee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of the Property by, for, or with any tenants, lessees, sublessees, subtenants, or vendees on or about the Property. The foregoing covenants shall run with the land.

3. All deeds, leases or contracts made relative to the Property, improvements thereon, or any part thereof, shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

- a. In deeds: "The Grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the Grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."
- b. In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises

herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

- c. In contracts: "There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the land."

4. The covenants against discrimination set forth in paragraphs 2 and 3 of this Grant Deed shall remain in perpetuity.

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers hereunto duly authorized this \_\_\_\_ day of September, 2020.

Grantor:  
CITY OF INGLEWOOD AS SUCCESSOR  
AGENCY TO THE INGLEWOOD  
REDEVELOPMENT AGENCY  
a public body, corporate and politic  
(Successor Agency)

By: \_\_\_\_\_  
James T. Butts, Jr.,  
Chairman

APPROVED AS TO FORM AND LEGALITY:  
KENNETH R. CAMPOS  
Successor Agency General Counsel

By: \_\_\_\_\_  
Kenneth R. Campos, Esq.

APPROVED:  
KANE, BALLMER & BERKMAN  
Successor Agency Special Counsel

By: \_\_\_\_\_  
Royce K. Jones, Esq.

ATTEST:  
Yvonne Horton  
Successor Agency Secretary

By: \_\_\_\_\_  
Yvonne Horton

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by this grant deed dated September \_\_\_\_\_, 2020 from CITY OF INGLEWOOD AS SUCCESSOR AGENCY TO THE INGLEWOOD REDEVELOPMENT AGENCY, a public body, corporate and politic, of the State of California, to the CITY OF INGLEWOOD, a municipal corporation, is hereby accepted and the CITY OF INGLEWOOD, consents to recordation thereof by its duly authorized officer.

Grantee:  
**CITY OF INGLEWOOD**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
James T. Butts, Jr.  
Mayor

Grantor Acknowledgment

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 TO GRANT DEED

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:

PARCEL 1:

THE EAST HALF, FRONT AND REAR, OF LOT 10 OF LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-002-913 [3822 West Century Blvd]

PARCEL 2A:

LOTS 5, 6 AND 29 IN BLOCK 10 OF TRACT NO. 2464, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 27, PAGE 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2B:

LOTS 7 AND 8 IN BLOCK 10 OF TRACT NO. 2464, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 27, PAGE 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2C:

LOT 9 AND THE WESTERLY 22 FEET OF LOT 10 IN BLOCK 10 OF TRACT NO. 2464, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 27, PAGE 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-003-914 [3700 West Century Blvd]

PARCEL 3:

THE EAST 50 FEET OF LOT 10 AND THE SOUTHERLY 152.04 FEET OF LOT 11, BLOCK 10 OF TRACT NO. 2464, IN THE CITY OF INGLEWOOD, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 27, PAGE 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE EASTERLY 33 FEET OF THE SOUTHERLY 152.04 FEET OF LOT 11 BY DEED RECORDED SEPTEMBER 4, 1985, AS INSTRUMENT NO. 85-1021209, OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT THEREFROM ALL OIL, HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AND CHARACTER LYING MORE THAN 500 FEET BELOW THE SURFACE OF SAID LAND, TOGETHER WITH THE RIGHT TO DRILL INTO, THROUGH, AND TO USE AND OCCUPY ALL PARTS OF SAID LAND LYING MORE THAN 500 FEET BELOW THE SURFACE THEREOF FOR ANY AND ALL PURPOSES INCIDENTAL TO THE EXPLORATION FOR AND PRODUCTION OF OIL, GAS, HYDROCARBON SUBSTANCES OR MINERALS FROM SAID LAND OR OTHER LANDS BUT WITHOUT, HOWEVER, ANY RIGHT TO USE EITHER THE SURFACE OF SAID LAND OR ANY PORTION OF SAID LAND WITHIN 500 FEET OF THE SURFACE FOR ANY PURPOSE OR PURPOSES WHATSOEVER, AS EXCEPTED AND RESERVED IN THAT CERTAIN GRANT DEED FROM EDWARD PIERT AND MARY FRANCES PIERT RECORDED FEBRUARY 28, 1985 AS INSTRUMENT NO. 85-229983, OF OFFICIAL RECORDS OF SAID COUNTY.

APN: 4032-004-913

PARCEL 4:

THE NORTH HALF OF LOT 11 IN BLOCK 10 OF TRACT NO. 2464, IN THE CITY OF INGLEWOOD, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 27, PAGE 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE EASTERLY 33 FEET OF THE NORTHERLY 152.04 FEET OF SAID LAND BY DEED RECORDED SEPTEMBER 4, 1985, AS INSTRUMENT NO. 85-1021209, OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM ALL OIL, HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AND CHARACTER LYING MORE THAN 500 FEET BELOW THE SURFACE OF SAID LAND, TOGETHER WITH THE RIGHT TO DRILL INTO, THROUGH, AND TO USE AND OCCUPY ALL PARTS OF SAID LAND LYING MORE THAN 500 FEET BELOW THE SURFACE THEREOF FOR ANY AND ALL PURPOSES INCIDENTAL TO THE EXPLORATION FOR AND PRODUCTION OF OIL, GAS, HYDROCARBON SUBSTANCES OR MINERALS FROM SAID LAND OR OTHER LANDS BUT WITHOUT, HOWEVER, ANY RIGHT TO USE EITHER THE SURFACE OF SAID LAND OR ANY PORTION OF SAID LAND WITHIN 500 FEET OF THE SURFACE FOR ANY PURPOSE OR PURPOSES WHATSOEVER, AS EXCEPTED AND RESERVED IN THAT CERTAIN GRANT DEED FROM EDWARD PIERT AND MARY FRANCES PIERT RECORDED FEBRUARY 28, 1985 AS INSTRUMENT NO. 85-229983, OF OFFICIAL RECORDS OF SAID COUNTY.

APN: 4032-004-914

PARCEL 5:

LOT 18 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL OIL, HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AND CHARACTER LYING MORE THAN 500 FEET BELOW THE SURFACE OF SAID LAND, TOGETHER WITH THE RIGHT TO DRILL INTO, THROUGH, AND TO USE AND OCCUPY ALL PARTS OF SAID LAND LYING MORE THAN 500 FEET BELOW THE SURFACE THEREOF FOR ANY AND ALL PURPOSES INCIDENTAL TO THE EXPLORATION FOR AND PRODUCTION OF OIL, GAS, HYDROCARBON SUBSTANCES, OR MINERALS FROM SAID LANDS BUT WITHOUT, HOWEVER, THE RIGHT TO USE EITHER THE SURFACE OF SAID LAND OR ANY PORTION OF SAID LAND WITHIN 500 FEET OF THE SURFACE FOR ANY PURPOSE OR PURPOSES WHATSOEVER, NOT PREVIOUSLY RESERVED, AS EXCEPTED AND RESERVED IN DOCUMENT RECORDED APRIL 21, 1992 AS INSTRUMENT NO. 92-699236 OF OFFICIAL RECORDS.

APN: 4032-002-916 [3851 West 102nd St]



PARCEL 6:

THE WEST 73 FEET OF LOT 17 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL OIL, NAPHTHA, GAS, PETROLEUM, AND OTHER MINERAL AND KINDRED SUBSTANCES, BY WHATEVER NAME OR NAMES CALLED, DEPOSITED IN, LYING UNDER, OR FLOWING THROUGH, OR THAT MAY BE PRODUCED FROM SAID LAND, TOGETHER WITH ALL RIGHTS TO EXPLORE FOR AND REMOVE THE SAME AND THE EXCLUSIVE RIGHT TO MAINTAIN SHAFTS, PIPES AND OTHER MEANS OF CONNECTION TO EXPLORE FOR AND REMOVE LIKE SUBSTANCES IN OTHER AREAS IN AND THROUGH THE SUBSURFACE OF SAID LAND, PLUS THE EXCLUSIVE RIGHT TO REMOVE LIKE SUBSTANCES IN ANY MANNER FROM OTHER AREAS IN AND THROUGH THE SUBSURFACE OF SAID LAND, INCLUDING BUT NOT BY WAY OF LIMITATION, THE SOLE AND EXCLUSIVE RIGHT TO SLANT DRILL WELLS, THE SURFACE OR MARBLEHEAD LOCATIONS OF WHICH ARE ON OTHER LANDS, IN AND THROUGH THE SUBSURFACE OF THE SAID LAND FOR THE PRODUCTION OF ANY OR ALL WATER, OIL, NAPHTHA, GAS, PETROLEUM AND OTHER MINERALS AND KINDRED SUBSTANCES, BY WHATEVER NAME OR NAMES CALLED FROM SAID LAND AND ANY OTHER PROPERTY, WHETHER ONE PRODUCING INTERVAL OF ANY SUCH WELL IS WITHIN OR OUTSIDE OF THE SUBSURFACE OF SAID LAND, AS RESERVED BY A. J. HEATHERINGTON, INC., A CALIFORNIA CORPORATION, IN DEED RECORDED NOVEMBER 12, 1968 AS INSTRUMENT NO. 3048, IN BOOK D-4191, PAGE 694 OF OFFICIAL RECORDS.

APN: 4032-002-915 [3843 West 102nd St]

PARCEL 7:

LOT 16 AND THE EAST 27 FEET OF LOT 17 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL OIL, HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AND CHARACTER LYING MORE THAN 500 FEET BELOW

THE SURFACE OF SAID LAND, TOGETHER WITH THE RIGHT TO DRILL INTO, THROUGH, AND TO USE AND OCCUPY ALL PARTS OF SAID LAND LYING MORE THAN 500 FEET BELOW THE SURFACE THEREOF FOR ANY AND ALL PURPOSES INCIDENTAL TO THE EXPLORATION FOR AND PRODUCTION OF OIL, GAS, HYDROCARBON SUBSTANCES OR MINERALS FROM SAID OR OTHER LANDS, BUT WITHOUT, HOWEVER, THE RIGHT TO USE EITHER THE SURFACE OF SAID LAND OR ANY PORTION OF SAID LAND WITHIN 500 FEET OF THE SURFACE FOR ANY PURPOSE OR PURPOSES WHATSOEVER, NOT PREVIOUSLY RESERVED, AS EXCEPTED AND RESERVED IN DEED RECORDED MAY 16, 1991 AS INSTRUMENT NO. 91-715443 OF OFFICIAL RECORDS.

APN: 4032-002-914 [3831 West 102nd St]

PARCEL 8:

LOT 15 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-002-917 [3821 West 102nd St]

PARCEL 9:

LOT 28 IN BLOCK 10 OF TRACT NO. 2464, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 27, PAGE 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL OIL, GAS, HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AND CHARACTER LYING MORE THAN 500 FEET BELOW THE SURFACE OF THE PROPERTY DESCRIBED HEREIN, TOGETHER WITH THE RIGHT TO DRILL INTO, THROUGH, AND TO USE AND OCCUPY ALL PARTS OF SAID PROPERTY LYING MORE THAN 500 FEET BELOW THE SURFACE THEREOF FOR ANY AND ALL PURPOSES INCIDENTAL TO THE EXPLORATION FOR AND PRODUCTION OF OIL, GAS, HYDROCARBON SUBSTANCES OR MINERALS FROM SAID PROPERTY OR OTHER LANDS, BUT WITHOUT, HOWEVER, THE RIGHT TO USE EITHER THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN 500 FEET OF THE SURFACE FOR ANY PURPOSE OR PURPOSES WHATSOEVER, BY FINAL CONDEMNATION, CASE NO.

BC 002 446, RECORDED SEPTEMBER 27, 1993 AS INSTRUMENT NO. 93-1880751 OF OFFICIAL RECORDS.

APN: 4032-003-915 [3703 West 102nd St]

PARCEL 10:

LOT 27 IN BLOCK 10 OF TRACT NO. 2464, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 27, PAGE 3 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4032-003-912 [3665 West 102nd St]

PARCEL 11:

THE SOUTH 104.58 FEET OF LOT 24 OF THE LOCKHAVEN TRACT, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 17, PAGE 87 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER ALL OF THE REAL PROPERTY, BUT WITHOUT ANY RIGHT TO PENETRATE, USE OR DISTURB THE SURFACE OF SAID PROPERTY OR ANY PORTION OF SAID PROPERTY WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE THEREOF, AS RESERVED BY FREDERICK W. STOOPS AND GERTRUDE M. STOOPS IN DEED RECORDED MARCH 30, 1984 AS INSTRUMENT NO. 84-386190 OF OFFICIAL RECORDS.

APN: 4032-001-900; 4032-001-901 [10126 South Prairie]

PARCEL 12A:

THE EAST 63.125 FEET OF THE SOUTH 279.07 FEET OF LOT 559 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 12B:

LOT 560 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 4034-005-900 [10117 South Prairie]