

The Successor Agency to the Compton Community Redevelopment Agency, is a distinct and separate legal entity from the City of Compton, and was established by Resolution No. 1, adopted on February 7, 2012. The Successor Agency is limited to the assets and liabilities of the dissolved Community Redevelopment Agency (CRA) of the City of Compton and shall have the authority to perform the functions and duties described in Part 1.85 to Division 24 of the California Health and Safety Code.

GOVERNING BODY OF THE SUCCESSOR AGENCY

AGENDA

02/21/2023

6:30 PM

OPENING

ROLL CALL

PUBLIC COMMENTS ON AGENDA AND NON-AGENDA ITEMS

NEW BUSINESS

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON DECLARING THAT REAL PROPERTY OWNED BY THE SUCCESSOR AGENCY LOCATED IN THE CITY OF COMPTON AT 412 W. ALONDRA BOULEVARD IS EXEMPT SURPLUS LAND PURSUANT TO GOVERNMENT CODE SECTIONS 54221(b) AND 54221(f)(1)(D), APPROVING THE EXECUTION AND DELIVERY OF A PURCHASE AND SALE AGREEMENT BETWEEN THE SUCCESSOR AGENCY AND THE CITY OF COMPTON IN CONNECTION WITH THE SALE OF THE PROPERTY, FINDING THAT CEQA SECTION 15061 (B)(3), AND TAKING RELATED ACTIONS

DIRECTORS COMMENTS

ADJOURNMENT

February 21, 2023

TO: CHAIRMAN AND BOARD MEMBERS

FROM: EXECUTIVE DIRECTOR

SUBJECT: A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON DECLARING THAT REAL PROPERTY OWNED BY THE SUCCESSOR AGENCY LOCATED IN THE CITY OF COMPTON AT 412 W. ALONDRA BOULEVARD IS EXEMPT SURPLUS LAND PURSUANT TO GOVERNMENT CODE SECTIONS 54221(b) AND 54221(f)(1)(D), APPROVING THE EXECUTION AND DELIVERY OF A PURCHASE AND SALE AGREEMENT BETWEEN THE SUCCESSOR AGENCY AND THE CITY OF COMPTON IN CONNECTION WITH THE SALE OF THE PROPERTY, FINDING THAT SUCH ACTIONS ARE EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO SECTION 15061 (b)(3) OF TITLE 14 OF THE CALIFORNIA CODE OF REGULATIONS, AND TAKING RELATED ACTIONS

SUMMARY

Staff respectfully requests the Board of Directors to adopt the attached Resolution making a finding that the property owned by the Successor Agency located at 412 W. Alondra (the “Property”) is exempt surplus land under the Surplus Land Act (Government Code Section 54220-54234) (the “SLA”) and approving the execution and delivery of a Purchase and Sale Agreement (the “PSA”) between the Successor Agency and the City of Compton in connection with the sale of the Property to the City.

BACKGROUND

Pursuant to the Dissolution Act, the Community Redevelopment Agency of the City of Compton (the “Former Agency”) was dissolved as of February 1, 2012, and the Successor Agency to the Community Redevelopment Agency of the City of Compton (the “Successor Agency”) was established to serve as the successor agency to the Former Agency and wind down its affairs. The Los Angeles County Second Supervisorial District Consolidated Oversight Board (the “Oversight Board”) has jurisdiction over the Successor Agency.

Pursuant to the Dissolution Act, properties of the Former Agency, including the Property, transferred to the Successor Agency by operation of law. The Successor Agency’s Long-Range Property Management Plan (“LRPMP”) requires the Successor Agency to sell the Property for not less than its fair market value. The Oversight Board must approve the Successor Agency’s sale of the Property to the City.

The SLA requires the Successor Agency to take formal action in a regular public meeting to declare

the Property “surplus land” or “exempt surplus land” before the Successor Agency takes action to dispose of the Property. The SLA will not apply to the sale of the Property if it is exempt surplus land as defined in Section 54221(f)(1) of the SLA. Land is “exempt surplus land” pursuant to Section 54221(f)(1)(D) if a local agency (here, the Successor Agency) is transferring the land to another local, state, or federal agency for the local, state, or federal agency’s use (here, the City) for that agency’s use. The Successor Agency must provide a copy of the Resolution to the California Department of Housing and Community Development (“HCD”) because the State Legislature has authorized HCD to determine whether actions of local agencies comply with the SLA.

The Property is located within the Compton Creek Regional Garden Park Master Plan which was placed into effect in 2006. The purpose of the Master Plan is to create a plan for the redevelopment of the City’s existing flood control channel and adjacent land into a safe, ecologically beneficial, multi-use, public greenway. Based on the Property’s inclusion in the Master Plan, the Property’s only permitted use is for open park public space. Based on a recent appraisal, the fair market value of the Property is \$5,000.00.

STATEMENT OF THE ISSUE

By adopting the attached Resolution, the Board of Directors will declare the Property to be exempt surplus land under the SLA. The Board of Directors will also approve the execution and delivery by the Successor Agency of the PSA in substantially the form attached to the Resolution. The PSA provides for the Property to be sold to the City for fair market value at a purchase price of \$5,000.00. The Oversight Board of the Successor Agency must approve the Successor Agency’s sale of the Property to the City as provided in the PSA. Staff of the Successor Agency has provided the PSA to the Oversight Board, and the Oversight Board is scheduled to consider the sale of the Property to the City at its meeting on February 21, 2023.

The attached Resolution also contains a finding that the actions in the resolution are exempt from CEQA environmental review requirements pursuant to Section 15061(b)(3) of Title 14 of the California Code of Regulations. A project is exempt from CEQA if the activity is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Following the adoption of the attached Resolution, staff will provide a copy of the Resolution to HCD for HCD’s review.

FISCAL IMPACT

Net proceeds of the sale (net of reasonable and customary closing costs) will be remitted to the County Auditor-Controller for allocation to the affected taxing entities, including the City.

RECOMMENDATION

That the Board of Directors adopt the attached Resolution.

APPROVED

**THOMAS THOMAS
EXECUTIVE DIRECTOR**

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON DECLARING THAT REAL PROPERTY OWNED BY THE SUCCESSOR AGENCY LOCATED IN THE CITY OF COMPTON AT 412 W. ALONDRA BOULEVARD IS EXEMPT SURPLUS LAND PURSUANT TO GOVERNMENT CODE SECTIONS 54221(b) AND 54221(f)(1)(D), APPROVING THE EXECUTION AND DELIVERY OF A PURCHASE AND SALE AGREEMENT BETWEEN THE SUCCESSOR AGENCY AND THE CITY OF COMPTON IN CONNECTION WITH THE SALE OF THE PROPERTY, FINDING THAT SUCH ACTIONS ARE EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT PURSUANT TO SECTION 15061 (b)(3) OF TITLE 14 OF THE CALIFORNIA CODE OF REGULATIONS, AND TAKING RELATED ACTIONS

WHEREAS, pursuant to AB X1 26 (which became effective in June 2011) (as subsequently supplemented and amended, the “Dissolution Act”) and the California Supreme Court’s decision in *California Redevelopment Association, et al. v. Ana Matosantos, et al.*, 53 Cal. 4th 231 (2011), the Community Redevelopment Agency of the City of Compton (“Former Agency”) was dissolved as of February 1, 2012, and the Successor Agency to the Community Redevelopment Agency of the City of Compton (the “Successor Agency”) was established to serve as the successor agency to the Former Agency and wind down the affairs of the Former Agency; and

WHEREAS, pursuant to Health and Safety Code Section 34179(q), commencing on and after July 1, 2018, the County of Los Angeles, where more than 40 oversight boards were created by the Dissolution Act, shall have five consolidated oversight boards each encompassing the five supervisorial districts, and the Los Angeles County Second Supervisorial District Consolidated Oversight Board (“Oversight Board”) has jurisdiction over the Successor Agency; and

WHEREAS, pursuant to the Dissolution Act, properties of the Former Agency, including the property located at 412 W. Alondra Boulevard in the City of Compton (the “Property”), transferred to the Successor Agency by operation of law and the Successor Agency owns the Property in fee simple. The Property is described in **Exhibit “A”**, attached hereto and incorporated herein by reference; and

WHEREAS, in December 2015, the California Department of Finance approved the Successor Agency’s Long-Range Property Management Plan (“LRPMP”), which includes the Property and requires the Successor Agency to sell the Property; and

WHEREAS, pursuant to Section 54221(b)(1) of the Surplus Land Act (Government Code Sections 54220-54234) (the “Act”), the Successor Agency must take formal action in a regular public meeting to declare the Property “surplus land” or “exempt surplus land” before the Successor Agency takes action to dispose of the Property; and

WHEREAS, the Act shall not apply to the disposition of the Property if the Property is exempt surplus land as defined in Government Code Section 54221(f)(1); and

WHEREAS, land is “exempt surplus land” pursuant to Government Code Section 54221(f)(1)(D) if a local agency is transferring the land to another local, state, or federal agency for the local, state, or federal agency’s use; and

WHEREAS, the Successor Agency intends to transfer the Property to the City of Compton (“City”), a local agency, by selling the Property to the City for its appraised value; and

WHEREAS, the City intends to acquire the Property for the development thereon of a public park and the transfer of the Property from the Successor Agency to the City will be for the City’s use because it will assist the City in providing adequate public parks for the benefit of the City and its residents. The Property is located within the Compton Creek Regional Garden Park Master Plan which was placed into effect in 2006. The purpose of the Master Plan is to create a

RESOLUTION NO. _____
PAGE 2

plan for the redevelopment of the City's existing flood control channel and adjacent land into a safe, ecologically beneficial, multi-use, public greenway. Based on the Property's inclusion in the Master Plan, the Property's only permitted use is for open park public space; and

WHEREAS, staff has recommended that the Successor Agency enter into a purchase and sale agreement ("PSA") with the City to sell the Property to the City and, because the sale will meet the requirements of Government Code Section 54221(f)(1)(D), declare the property to be exempt surplus land; and

WHEREAS, the Successor Agency desires to approve a PSA between the Successor Agency and the City and to declare the Property exempt surplus land pursuant to Government Code Sections 54221(b) 54221(f)(1)(D);

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON, HEREBY FINDS, DETERMINES, RESOLVES, AND ORDERS AS FOLLOWS:

SECTION 1. That the above recitals are true and correct and are a substantive part of this Resolution.

SECTION 2. That the Board of Directors hereby finds that the Property is not being used, and is not planned to be used, for Successor Agency work or operations and is not necessary for the Successor Agency's use since the purpose of the Successor Agency is to wind down the affairs of the Former Agency and declares that the Property is exempt surplus land pursuant to Government Code Sections 54221(b) and 54221(f)(1)(D) because the Successor Agency is transferring the Property to the City for the City's use.

SECTION 3. That the Executive Director of the Successor Agency and Chairman of the Board of Directors (each, an "Authorized Officer"), individually, upon the advice and approval of the General Counsel, is hereby authorized to execute and deliver, for and in the name of the Successor Agency, the PSA substantially in the form attached hereto as **Exhibit "B"** and incorporated hereby by reference, with such non-substantive changes therein as the Authorized Officer may approve (such approval to be conclusively evidenced by the execution and delivery thereof), and all other documents required of the seller under the PSA.

SECTION 4. That pursuant to the requirements of the California Environmental Quality Act (Public Resources Code Section 21000 et seq.) ("CEQA"), the Successor Agency Board evaluated the actions of declaring the Property exempt surplus land and authorizing the Successor Agency to sell the Property to the City of Compton. Pursuant to Section 15061(b)(3) of Title 14 of the California Code of Regulations, a project is exempt from CEQA if the activity is covered by the commonsense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. These actions do not approve any new development or construction of buildings, nor do they authorize any new land uses. Therefore, it can be seen with certainty that there is no possibility that the activities in question may have a significant effect on the environment, and the activities are exempt from CEQA environmental review requirements pursuant to Section 15061(b)(3) of Title 14 of the California Code of Regulations.

SECTION 5. That the Secretary of the Successor Agency is hereby directed to transmit this Resolution to HCD in the manner required by HCD.

SECTION 6. That the officers and staff of the Successor Agency are hereby authorized, jointly and severally, to do all things which they may deem necessary or proper to effectuate the purposes of this Resolution, and all actions previously taken are hereby ratified.

SECTION 7. That a certified copy of this Resolution shall be filed in the offices of the Executive Director, Successor Agency General Counsel and Secretary of the Successor Agency.

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SECTION 8. That the Chairperson shall sign and the Secretary of the Successor Agency shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2023.

**CHAIRPERSON OF THE SUCCESSOR
AGENCY TO THE COMMUNITY
REDEVELOPMENT AGENCY OF THE
CITY OF COMPTON**

ATTEST:

**SECRETARY OF THE SUCCESSOR
AGENCY TO THE COMMUNITY
REDEVELOPMENT AGENCY OF
THE CITY OF COMPTON**

**STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON - ss**

I, Vernell McDaniel, Secretary of the Successor Agency to the Community Redevelopment Agency of the City of Compton, hereby certify that the foregoing resolution was adopted by the Commission, signed by the Chairman, and attested by the Secretary at the regular meeting thereof held on the _____ day of _____, 2023.

That said resolution was adopted by the following vote, to wit:

**AYES: BOARD MEMBERS-
NOES: BOARD MEMBERS-
ABSENT: BOARD MEMBERS-
ABSTAIN: BOARD MEMBERS-**

**SECRETARY OF THE SUCCESSOR AGENCY
TO THE COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF COMPTON**

EXHIBIT "A"

LEGAL DESCRIPTION OF SUBJECT PROPERTY

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

LOT 22 AND 23 OF TRACT NO. 1473, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 20, PAGES 154 AND 155 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO THAT PORTION OF LOTS 24, 25 AND 26 LYING NORTHEASTERLY OF THE NORTHEASTERLY LINE OF LAND CONDEMNED FOR THE CONSTRUCTION AND MAINTENANCE OF A CHANNEL AND APPURTENANT WORKS BY FINAL DECREE OF CONDEMNATION ENTERED IN CASE NO. 398984 SUPERIOR COURT, A CERTIFIED COPY THEREOF BEING RECORDED IN BOOK 18172, PAGE 284, OF OFFICIAL RECORDS.

ALSO THE EAST 50 FEET OF LOTS 27, 28, 29 AND 30.

TOGETHER WITH THAT PORTION OF MARKET PLACE AS VACATED BY RESOLUTION NO. 6776, RECORDED NOVEMBER 23, 1954, AS INSTRUMENT NO. 2884, OF OFFICIAL RECORDS, THAT WOULD PASS THROUGH LEGAL CONVEYANCE OF SAID LAND.

EXCEPT ALL OIL, GAS, PETROLEUM, ASPHALTUM AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, BUT WITHOUT RIGHT OF SURFACE ENTRY AS RESERVED BY SYBLE I. BURTON, IN DEED RECORDED DECEMBER 2, 1963, AS INSTRUMENT NO. 370, IN BOOK D-2272, PAGE 693, OF OFFICIAL RECORDS.

APN: 6162-010-907

EXHIBIT “B”

PURCHASE AND SALE AGREEMENT

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (“Agreement”) is dated as of February ___, 2023, and is entered into by and between the CITY OF COMPTON, a California municipal corporation (“Buyer”) and the SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON, a public body (“Seller”).

RECITALS

- A. Seller owns the land described on **Exhibit “A”**, and the improvements thereon, if any (collectively, the “Property”).
- B. Buyer has determined that the purchase of the Property for a future project is in the vital and best interests of the City of Compton and the health, safety and welfare of its residents and is in accord with the public purposes and provisions of applicable law.
- C. Seller desires to sell the Property to Buyer, and Buyer desires to purchase the property from Seller, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants herein, and other consideration, the sufficiency of which is hereby expressly acknowledged, the Buyer and Seller hereby agree as follows:

Agreement

ARTICLE 1. PURCHASE AND SALE.

1.1 **Purchase and Sale.** Seller shall sell the Property to Buyer, and Buyer shall purchase the Property from Seller, on the terms and conditions hereinafter set forth.

1.2 **Purchase Price.** The purchase price for the sale of the Property shall be Five Thousand and No /100 Dollars (\$5,000.00) (the “Purchase Price”). Buyer shall pay the Purchase Price to Seller upon the Closing (as defined in Section 2.1 below).

ARTICLE 2. TITLE.

2.1 **Deed.** The purchase and sale of the Property shall be consummated by means of the recording of a grant deed signed by Seller and acknowledged (with certificate of acceptance signed by Buyer and acknowledged) by Orange Coast Title Insurance Company, 1551 N. Tustin Avenue, Santa Ana, California 92705 (“Title Company”). As used herein, the term “Closing” shall mean the recording of the grant deed and certificate of acceptance.

2.2 **Instructions.** Buyer and Seller may each submit recording and escrow instructions, but the instructions shall not modify or amend the provisions of this Agreement, unless agreed to in writing by both parties.

2.3 **Closing; Costs.** The Closing shall occur as soon as possible. Seller shall pay the cost of the CLTA owner’s title insurance policy in favor of Buyer. All other costs associated with

the Closing shall be allocated to and paid by the Buyer or Seller as is customary for similar transactions in Los Angeles County, California.

2.4 Prorations. Assessments are to be prorated as of Closing on the basis of a thirty (30) day month. Buyer and Seller are exempt from property taxes.

ARTICLE 3. CONDITIONS TO CLOSING.

3.1 Title. Seller shall cause title to the Property to be conveyed to Buyer by grant deed free and clear of all liens, encumbrances, assessments, taxes and leases (recorded and unrecorded) subject only to the exceptions approved by Buyer pursuant to Section 3.2 below (the "Permitted Exceptions"). It shall be a condition to closing that Buyer be issued a title policy in the amount of the Purchase Price subject only to Permitted Exceptions (described in Section 3.2 below).

3.2 Approval of Title Exceptions. Buyer shall, upon the execution of this Agreement, order from Title Company for delivery to Buyer a preliminary title report for the Property with hyperlinks to the title exception documents referred to therein. Buyer shall have thirty (30) days following receipt of such report within which to disapprove title exceptions by written notice to Seller. Failure to give written notice of disapproval to Seller of some or all of the exceptions shall be deemed to be approval of all exceptions, except for monetary liens, including, but not limited to, property taxes. If Buyer disapproves any exceptions, Seller shall have ten (10) days within which to agree in writing to remove the exception(s) by the Closing. Seller's failure to give written agreement to Buyer shall be deemed to be refusal, except that Seller shall automatically be deemed to agree to remove monetary liens, including, but not limited to, current taxes. If Seller does not timely agree to remove any other exceptions properly and timely disapproved by Buyer, this Agreement shall terminate without further liability to either party unless Buyer waives its objections within a second ten (10) day period. The printed boilerplate exceptions of the Standard CLTA title policy (except for those eliminated based on a typical owner's affidavit/certificate), liens for property taxes and assessments not yet payable, and any title exceptions approved by Buyer hereunder are collectively referred to herein as the "Permitted Exceptions".

3.3 Buyer's Conditions Precedent. Buyer's obligation to purchase is also subject to the satisfaction of the following conditions which are for Buyer's benefit only:

- A. Buyer's approval, on or before the date that is thirty (30) days after the date of this Agreement, of the condition of the Property, based on inspections, tests, surveys and other studies, including, but not limited to, environmental/hazmat (Phase I and possibly Phase II) reports regarding the Property, to be conducted by or on behalf of Buyer in Buyer's sole discretion. During such period, Buyer, Buyer's representatives or authorized agents may enter on the Property to make tests, surveys or other studies of the Property, provided that Buyer pays for all such tests and studies, keeps Seller's property free and clear of any liens, repairs all damage to the Property with the exception of material removed for testing purposes and indemnities and holds Seller harmless from and against all liability, claims, demands, damages or costs of any kind whatsoever arising from or connected with the tests, surveys or studies.

- B. Issuance (or commitment of the Title Company to issue) a CLTA owner's policy of title insurance insuring title to the Property in Buyer with liability in the amount of the Purchase Price listing only the Permitted Exceptions.

3.4 Possession. Possession of the Property shall be given to Buyer upon the Closing, free and clear of all personal property of Seller.

3.5 Other Deliveries. Upon payment of the Purchase Price by Buyer to Seller, Seller shall deliver to the Title Company a grant deed, duly executed by Seller and notarized. Buyer shall deliver to the Title Company a duly executed certificate of acceptance for attachment to the grant deed, and recording with the grant deed.

ARTICLE 4. NO REPRESENTATIONS.

4.1 No Representations. Buyer acknowledges that it is not and will not act in reliance upon any representations made by Seller except those stated in this Agreement, or by any agent of Seller, or upon any information supplied by Seller or any such agent. Buyer is acting and will act only upon information obtained by it directly from its inspection of the Property and from public records or from independent third parties. SELLER EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE PROPERTY.

4.2 "AS IS" Conveyance. Seller shall convey the Property to Buyer in an "as is" condition. Buyer has inspected the Property and has determined that it is suitable for Buyer's purposes. Buyer acknowledges and agrees that Seller has no obligation to remedy any faults, defects, or other adverse conditions described in any report or other material obtained by Buyer or delivered by Seller to Buyer.

ARTICLE 5. MISCELLANEOUS.

5.1 Notices shall be personally delivered or sent first class mail, certified with return receipt requested, postage prepaid, addressed as follows:

Buyer: City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Manager

Seller: Successor Agency to the Community
Redevelopment Agency of the City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Executive Director

Notices shall be deemed delivered on the date of delivery or attempted delivery shown on the return receipt.

5.2 Brokers. Each party represents to the other that it is not represented by a broker in connection with this transaction. Each party shall defend, indemnify and hold the other party

harmless from and against any and all claims, liabilities, losses, damages, costs and expense arising out of any communication or agreement that the first party (indemnifying party) may have or may have had with a broker, finder or salesperson.

5.3 Time of Essence. Time is of the essence of this Agreement.

5.4 Attorneys' Fees. In the event either Seller or Buyer shall commence legal proceedings for the purpose of enforcing any provision or condition hereof, or by reason of any breach arising under the provisions hereof, then the successful party in such proceeding shall be entitled to reasonable attorneys' fees to be determined by the court.

5.5 Integration. This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes any prior or contemporaneous written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements or understandings, oral or written, relating to the subject matter which are not fully expressed herein.

5.6 Further Assurances; Additional Documents. From time to time prior to and after the Closing, each party shall execute and deliver such instruments of transfer and other documents as may be reasonably requested by the other party to carry out the purpose and intent of this Agreement.

5.7 Dependency and Survival of Provisions. The respective warranties, representations, covenants, agreements, obligations and undertakings of each party hereunder shall be construed as dependent upon and given in consideration of those of the other party, and shall survive the delivery and recording of the deed.

5.8 Material Documents/Information Disclosure. Within ten (10) business days after the date of this Agreement, Seller agrees to deliver to Buyer copies of all material non-privileged documents in Seller's possession that relate to the Property, and shall also disclose in writing to Buyer all other material facts (if any) known to Seller about the Property.

***[Remainder of this page intentionally left blank]
[Signatures appear on next page]***

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

SELLER:

SUCCESSOR AGENCY TO THE COMMUNITY
REDEVELOPMENT AGENCY OF THE CITY OF
COMPTON,
a public body

By: _____
Print Name: Thomas Thomas
Title: Executive Director

BUYER:

CITY OF COMPTON,
a California municipal corporation

By: _____
Print Name: Thomas Thomas
Title: City Manager

ATTEST:

Vernell McDaniel, City Clerk

APPROVED AS TO FORM:

By: _____
Eric J. Perrodin, City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

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

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TOGETHER WITH THAT PORTION OF MARKET PLACE AS VACATED BY RESOLUTION NO. 6776, RECORDED NOVEMBER 23, 1954, AS INSTRUMENT NO. 2884, OF OFFICIAL RECORDS, THAT WOULD PASS THROUGH LEGAL CONVEYANCE OF SAID LAND.

EXCEPT ALL OIL, GAS, PETROLEUM, ASPHALTUM AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, BUT WITHOUT RIGHT OF SURFACE ENTRY AS RESERVED BY SYBLE I. BURTON, IN DEED RECORDED DECEMBER 2, 1963, AS INSTRUMENT NO. 370, IN BOOK D-2272, PAGE 693, OF OFFICIAL RECORDS.

APN: 6162-010-907

RECORDING REQUESTED BY,

Successor Agency to the Community
Redevelopment Agency of the City of
Compton

AND WHEN RECORDED RETURN TO:

City of Compton
201 South Willowbrook Avenue
Compton, California 90220
Attn: City Manager

With a copy to:

Richards, Watson & Gershon
350 S. Grand Ave., 37th Floor
Los Angeles, California 90071
Attn: Jim G. Grayson, Esq.

APN: 6162-010-907

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This Document is recorded for the benefit of the City of Compton and is exempt from California documentary transfer tax pursuant to Section 11922 of the California Revenue and Taxation Code and from recording fees pursuant to Sections 6103, 27383 and 27388.1 of the California Government Code.

GRANT DEED

THE UNDERSIGNED GRANTOR DECLARES:

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the **SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON**, a public body, the successor-in-interest by operation of law to the former Community Redevelopment Agency of the City of Compton (the "**Grantor**"), hereby grants to **CITY OF COMPTON**, a municipal corporation (the "**Grantee**"), that certain real property described in Exhibit A attached hereto (the "**Site**") and incorporated herein by this reference, together with all improvements located thereon and all of Grantor's right title and interest in and to all easements, privileges and rights appurtenant to the Site.

The Site is conveyed subject to all easements, rights of way, covenants, conditions, restrictions, reservations and all other matters of record, and the following conditions, covenants and agreements.

1. The Grantee 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 California 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 California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the Grantee himself or herself, 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.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph.

2. All deeds, leases or contracts entered into with respect to the Property shall contain or be subject to substantially the following nondiscrimination/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 California 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 California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the Grantee himself or herself, 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.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph.”

(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 California 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 California Government Code, in the leasing, subleasing, transferring, use or 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.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph.”

(c) In contracts: “The contracting party or parties hereby covenant by and for himself or herself and their respective successors and assigns, 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 California 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 California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the contracting party or parties, any subcontracting party or parties, or their respective assigns or transferees, establish or permit any such practice or practices of discrimination or segregation.

Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph.”

3. All covenants and agreements contained in this Grant Deed shall run with the land and shall be binding for the benefit of Grantor and its successors and assigns and such covenants shall run in favor of the Grantor and for the entire period during which the covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land or interest therein to which such covenants relate. The Grantor, in the event of any breach of any such covenants, shall have the right to exercise all of the rights and remedies provided herein or otherwise available, and to maintain any actions at law or suits in equity or other property proceedings to enforce the curing of such breach. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the Grantor and its successors and assigns.

4. The covenants contained in Paragraphs 1 and 2 of this Grant Deed shall remain in effect in perpetuity.

5. This Grant Deed may be executed simultaneously 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.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Grant Deed to be executed and notarized as of this ____ day of _____, 2022.

GRANTOR:

**SUCCESSOR AGENCY TO THE COMMUNITY
REDEVELOPMENT AGENCY OF THE CITY OF
COMPTON**, a public body

By: _____
Print Name: _____
Title: _____

ATTEST:

_____, Secretary

GRANTEE:

CITY OF COMPTON,
a municipal corporation

By: _____
Print Name: _____
Title: _____

ATTEST:

_____, City Clerk

APPROVED AS TO FORM:

Eric Perrodin, City Attorney

By: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 Los Angeles)

On _____, before me, _____,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature_____

(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 Los Angele)

On _____, before me, _____,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature_____

(Seal)

Exhibit A

LEGAL DESCRIPTION

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

LOT 22 AND 23 OF TRACT NO. 1473, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 20, PAGES 154 AND 155 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO THAT PORTION OF LOTS 24, 25 AND 26 LYING NORTHEASTERLY OF THE NORTHEASTERLY LINE OF LAND CONDEMNED FOR THE CONSTRUCTION AND MAINTENANCE OF A CHANNEL AND APPURTENANT WORKS BY FINAL DECREE OF CONDEMNATION ENTERED IN CASE NO. 398984 SUPERIOR COURT, A CERTIFIED COPY THEREOF BEING RECORDED IN BOOK 18172, PAGE 284, OF OFFICIAL RECORDS.

ALSO THE EAST 50 FEET OF LOTS 27, 28, 29 AND 30.

TOGETHER WITH THAT PORTION OF MARKET PLACE AS VACATED BY RESOLUTION NO. 6776, RECORDED NOVEMBER 23, 1954, AS INSTRUMENT NO. 2884, OF OFFICIAL RECORDS, THAT WOULD PASS THROUGH LEGAL CONVEYANCE OF SAID LAND.

EXCEPT ALL OIL, GAS, PETROLEUM, ASPHALTUM AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND, BUT WITHOUT RIGHT OF SURFACE ENTRY AS RESERVED BY SYBLE I. BURTON, IN DEED RECORDED DECEMBER 2, 1963, AS INSTRUMENT NO. 370, IN BOOK D-2272, PAGE 693, OF OFFICIAL RECORDS.

APN: 6162-010-907

CERTIFICATE OF ACCEPTANCE
(California Government Code Section 27281)

This is to certify that the interest in real property conveyed by that certain Grant Deed dated _____, 2022, from the Successor Agency to the Community Redevelopment Agency of the City of Compton, a public body, to the City of Compton, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the City of Compton pursuant to the authority conferred by Resolution No. _____ of the City Council of the City of Compton adopted _____, 2022, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2022

Print Name: _____

Title: _____