

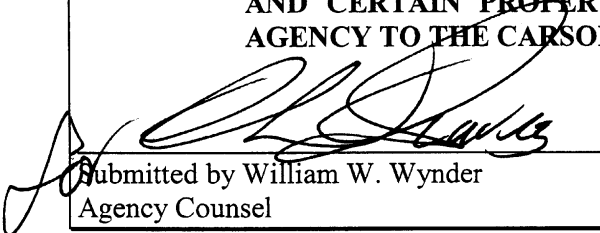


City of Carson Report to Redevelopment Agency

April 19, 2011
New Business Discussion

SUBJECT: CONSIDERATION OF RESOLUTION NO. 11-17 APPROVING AN AMENDED AND RESTATED TRANSFER AGREEMENT FOR THE TRANSFER OF HOUSING SET-ASIDE FUNDS AND CERTAIN PROPERTIES OWNED BY THE CARSON REDEVELOPMENT AGENCY TO THE CARSON HOUSING AUTHORITY

CONSIDERATION OF ENTERING INTO AN AMENDED AND RESTATED TRANSFER AGREEMENT FOR THE TRANSFER OF HOUSING SET-ASIDE FUNDS AND CERTAIN PROPERTIES OWNED BY THE CARSON REDEVELOPMENT AGENCY TO THE CARSON HOUSING AUTHORITY


Submitted by William W. Wynder
Agency Counsel


Approved by Clifford W. Graves
Interim Executive Director

I. SUMMARY

The Agency Board of the Carson Redevelopment Agency ("Agency") is being asked to consider adopting Resolution No. 11-17 (Exhibit No. 1) approving an amended and restated transfer agreement ("Transfer Agreement") to transfer housing set-aside funds and certain Agency-owned properties to the Carson Housing Authority ("Housing Authority") to support the future development and operation of these properties as affordable housing opportunities in the city of Carson ("City").

II. RECOMMENDATION

TAKE the following actions:

1. WAIVE further reading and ADOPT Resolution No. 11-17, "A RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF CARSON, CALIFORNIA, APPROVING AN AMENDED AND RESTATED TRANSFER AGREEMENT FOR THE TRANSFER OF HOUSING SET-ASIDE FUNDS AND CERTAIN PROPERTIES OWNED BY THE CARSON REDEVELOPMENT AGENCY TO THE CARSON HOUSING AUTHORITY."
2. AUTHORIZE the Carson Redevelopment Agency to enter into that certain "AMENDED AND RESTATED TRANSFER AGREEMENT FOR THE TRANSFER OF HOUSING SET-ASIDE FUNDS AND CERTAIN PROPERTIES OWNED BY THE CARSON REDEVELOPMENT AGENCY TO THE CARSON HOUSING AUTHORITY."
3. AUTHORIZE the Agency Chairman to execute the same following approval as to form by the Agency Counsel.

III. ALTERNATIVES

TAKE another action the Agency Board deems appropriate.

IV. BACKGROUND

The Agency was established pursuant to the provisions of the California Redevelopment Law ("CRL") for the purpose of eliminating blight, improving neighborhoods, promoting economic development, and improving and preserving the community's supply of affordable housing. During the course of its redevelopment activities, the Agency has acquired, remediated and developed various properties in furtherance of its mission. The Agency acquired the properties ("Properties") (Exhibit "A" of the Transfer Agreement) using housing set-aside funds for the purpose of developing affordable housing to meet the City's needs and to satisfy State requirements regarding the production and preservation of affordable housing.

Given the current budget environment in the State, the Agency's ability to carry out its mission may be limited, and it is unknown whether the Properties could be developed by the Agency for their intended use as affordable housing opportunities in the City. However, transferring the Properties to the Housing Authority would allow for the potential redevelopment of the Properties within local control and in accordance with the existing redevelopment plans.

The Housing Authority was recently established on March 8, 2011, pursuant to the California Housing Authorities Law ("HA Law") for the purpose of providing safe, sanitary and affordable housing opportunities in the City. The Housing Authority has extensive powers under the HA Law to accomplish the management, operation, and development of the Properties in a similar fashion as the Agency. Therefore, the Agency desires to transfer the Properties to the Housing Authority, along with the responsibility of bringing about their development and long-term operation in accordance with existing redevelopment plans and the CRL. It is appropriate for the Housing Authority to accept the transfer of the Properties because the Housing Authority's staff is familiar with the housing issues associated with the Properties, has experience working in public/private partnerships with housing developers, and understands the goals and objectives of the Agency's Redevelopment Plan, the Five-year Implementation Plan, and the City's Housing Element.

Due to the nature of the development process, the Housing Authority will require a vast amount of resources to carry out the development of the Properties in accordance with the existing redevelopment plans and the CRL. The Agency typically accomplishes the development of Agency-owned properties by engaging in public/private partnerships with developers. Pursuant to the terms of a DDAs, OPAs, affordable housing agreements, and/or similar contracts, the Agency often incentivizes developers to construct and maintain affordable housing by providing

various forms of financial assistance including, but not limited to, land write-downs, gap financing, grants, forgivable loans, down payment assistance for low income buyers, and rental assistance for low income tenants.

Since the Housing Authority was recently established on March 8, 2011, it presently has no funds available with which to properly operate, transact business, and bring about the development and/or long-term management of the Properties in accordance with the existing redevelopment plans and the CRL. Therefore, the Agency desires to transfer its housing set-aside funds to finance the operations of the Housing Authority to ensure the future development and operation of the Properties as affordable housing opportunities in the City, and to facilitate the continued implementation of the Agency's Redevelopment Plan, the Five-year Implementation Plan, and the City's Housing Element. Staff therefore recommends that the Agency Board adopt Resolution No. 11-17 approving the Transfer Agreement for the transfer of housing set-aside funds and certain Agency-owned properties to the Housing Authority to support the future development and operation of the Properties.

For a more extensive discussion of these issues, please refer to the Carson Housing Authority's staff report, dated April 19, 2011, relating to the Housing Authority's consideration of Resolution No. 11-3, accepting the transfer of housing set-aside funds and certain Agency-owned properties.

V. FISCAL IMPACT

The Carson Redevelopment Agency will transfer approximately \$61.6 million of housing set-aside funds to the Carson Housing Authority.

VI. EXHIBITS

1. Resolution No. 11-17. (pgs. 5-115)

| Prepared by: William N. Watkins, Redevelopment Project Analyst

April 19, 2011

Reviewed by:

City Clerk	<u>City Treasurer</u>
<u>Administrative Services</u>	<u>Development Services</u>
<u>Economic Development Services</u>	<u>Public Services</u>

Action taken by Redevelopment Agency

Date _____ Action _____

RESOLUTION NO. 11-17

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF CARSON, CALIFORNIA, APPROVING AN AMENDED AND RESTATED TRANSFER AGREEMENT FOR THE TRANSFER OF HOUSING SET-ASIDE FUNDS AND CERTAIN PROPERTIES OWNED BY THE CARSON REDEVELOPMENT AGENCY TO THE CARSON HOUSING AUTHORITY.

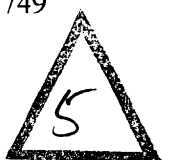
WHEREAS, pursuant to Section 33220 of the California Community Redevelopment Law, which is codified as Health and Safety Code Section 33000 *et seq.* (CRL), certain public bodies, including the city of Carson ("City"), the Carson Redevelopment Agency ("Agency"), and/or the Carson Housing Authority ("Housing Authority") may aid and cooperate in the planning, undertaking, construction, and/or operation of redevelopment projects; and

WHEREAS, the City Council of the city of Carson ("City Council") approved and adopted certain Redevelopment Plans for various project areas starting December 20, 1971, pursuant to Ordinance No. 74-288 through July 16, 2002, pursuant to Ordinance No. 02-1254. Subsequently on October 11, 2010, the Agency consolidated the project areas into the Carson Consolidated Redevelopment Project Area ("Project Area"), pursuant to Ordinance No. 10-1459, which resulted in the allocation of taxes from the various project areas to the new Carson Consolidated Redevelopment Project Area for purposes of redevelopment; and

WHEREAS, the Agency has adopted its Five-year Implementation Plan for the Project Area ("Implementation Plan") with established goals to support affordable housing, economic development, community revitalization, commercial revitalization, and institutional revitalization, and to implement the programs and activities associated with these goals, the Agency has acquired real property within the Project Area to be redeveloped; and

WHEREAS, the intent of the Implementation Plan is, in part, to provide for the development and redevelopment of blighted areas in the community; to promote the general welfare of the people within the community by improving physical and economic conditions through employment of all appropriate means; to perform specific actions necessary to promote the redevelopment and the economic revitalization of the Project Area; to provide for the construction and installation of necessary public infrastructure and facilities and facilitate the repair, restoration, and/or replacement of existing public facilities; to increase, improve and preserve the community's supply of low and moderate income housing, some of which may be located or implemented outside the Project Area; and to take all other necessary actions to execute the Implementation Plan for the Project Area and to expend tax increment money to accomplish the goals and objectives of the Redevelopment Plan; and

WHEREAS, the Agency was established by the City to decrease blight and remediate and redevelop the high number of environmentally contaminated sites ("Brown Fields") impacted by former land uses such as landfills, auto wrecking yards, petroleum manufacturing sites, and other hazardous land uses operated by the County of Los Angeles prior to the City's incorporation. To date, the Agency and the City have enabled redevelopment of more than 25% of the City's Brown Field properties. However, the Project Area consists of 4,866 gross acres of which 749



acres remain blighted Brown Fields that are difficult to redevelop without public/private partnerships. The Agency has, during the course of its redevelopment activities, acquired certain properties to remediate and redevelop for future economic development projects, for the elimination of blight and for the creation of housing; and

WHEREAS, the Agency has acquired certain parcels or portions of parcels (the "Properties"), enumerated in Exhibit "A" to the Amended and Restated Transfer Agreement (the "Transfer Agreement"), all of which require redeveloping in order to implement the Redevelopment Plan, the Implementation Plan and the Housing Element and to carry out the objectives of CRL and the Agency's housing requirements; and several of which are the subject of pending and/or fully executed housing agreements and/or third-party contracts; and

WHEREAS, these Properties were acquired by the Agency with Housing Set-Aside funds for fulfillment of the City's low and moderate income housing needs and satisfaction of the City's Regional Housing Needs Assessment; and

WHEREAS, the City Council has established the Carson Housing Authority to function in the City in accordance with the California Housing Authorities Law (Health and Safety Code Section 34200 *et seq.*); and

WHEREAS, the Agency desires to transfer the Properties to the Housing Authority, along with the responsibility of bringing about their development and long-term operation in accordance with the Redevelopment Plan, the Implementation Plan, the Housing Element and the CRL; and

WHEREAS, Housing Authority staff is familiar with the housing issues associated with the Properties; has experience working in public-private partnerships with housing developers; and understands the goals and objectives of the Redevelopment Plan, the Implementation Plan, and the Housing Element; and

WHEREAS, the Housing Authority desires to cooperate with the Agency and to carry out the redevelopment of the Properties, in accordance with the objectives and purposes of the CRL, the Redevelopment Plan, the Implementation Plan, and the Housing Element; and

WHEREAS, due to the nature of the development process, the Housing Authority will require a vast amount of resources to carry out the development of the Properties in accordance with the existing redevelopment plans and the CRL; and

WHEREAS, because the Housing Authority was recently established on March 8, 2011, pursuant to City Council Resolution No. 11-035, it presently has no funds available with which to properly operate, transact business, and bring about the development and/or long-term management of the Properties in accordance with the redevelopment plans and the CRL; and

WHEREAS, the Agency desires to transfer its housing set-aside funds to finance the operations of the Housing Authority in order to: (i) ensure the future development and operation of the Properties as affordable housing opportunities in the City; (ii) manage and continue



operating its Housing Programs; and (iii) facilitate the continued implementation of the Redevelopment Plan, the Implementation Plan, and the Housing Element; and

WHEREAS, the Agency and the Housing Authority have prepared an Amended and Restated Transfer Agreement for the Agency to transfer the Properties and its housing set-aside funds to the Housing Authority; and

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

NOW, THEREFORE, the Board of Directors of the Carson Redevelopment Agency does hereby resolve, as follows:

Section 1. The Agency hereby finds and determines that the foregoing recitals are true and correct.

Section 2. The Agency has received and heard all oral and written objections to the proposed transfer of the Properties and housing set-aside funds as proposed in the Transfer Agreement, and to other matters pertaining to this transaction, and all such oral and written objections are hereby overruled.

Section 3. The Agency hereby approves the transfer of the Properties and housing set-aside funds as defined in the Transfer Agreement and approves the Transfer Agreement, a copy of which is attached hereto as Exhibit "A" and is incorporated herein, subject to the terms and conditions contained in Resolution No. 11-3 of the Carson Housing Authority approving the same.

Section 4. The Agency Executive Director, or designee, is hereby authorized to execute the Transfer Agreement on behalf of the Agency, together with such non-substantive changes and amendments as may be approved by the Agency Executive Director and Agency Counsel.

Section 5. The Agency Executive Director, or designee, is hereby authorized, on behalf of the Agency, to sign all documents necessary and appropriate to carry out and implement the Transfer Agreement, and to administer the Agency's obligations, responsibilities and duties to be performed under the Transfer Agreement.

Section 6. The Agency Secretary shall certify to the adoption of this resolution.



PASSED, APPROVED and ADOPTED, this 19th day of April, 2011.

Chairman Jim Dear

ATTEST:

Agency Secretary Helen S. Kawagoe

APPROVED AS TO FORM:

Agency Counsel



AGENCY SECRETARY'S CERTIFICATION PAGE



**AMENDED AND RESTATED TRANSFER AGREEMENT FOR THE
TRANSFER OF HOUSING SET-ASIDE FUNDS AND CERTAIN
PROPERTIES OWNED BY THE CARSON REDEVELOPMENT
AGENCY TO THE CARSON HOUSING AUTHORITY**

THIS AMENDED AND RESTATED TRANSFER AGREEMENT FOR THE TRANSFER OF HOUSING SET-ASIDE FUNDS AND CERTAIN PROPERTIES OWNED BY THE CARSON REDEVELOPMENT AGENCY TO THE CARSON HOUSING AUTHORITY ("Transfer Agreement") is made this 19th day of April, 2011, by and between the Carson Redevelopment Agency, a public body, corporate and politic ("Agency"), and the Carson Housing Authority, a public body, ("Housing Authority").

R E C I T A L S:

A. The City Council of the city of Carson ("City") approved and adopted certain Redevelopment Plans for four (4) various project areas starting December 20, 1971, pursuant to Ordinance No. 74-288 through July 16, 2002, pursuant to Ordinance No. 02-1254. Subsequently on October 11, 2010, the Agency consolidated the project areas into the Carson Consolidated Redevelopment Project Area ("Project Area"), pursuant to Ordinance No. 10-1459, which resulted in the allocation of taxes from the various project areas to the new Carson Consolidated Redevelopment Project Area for purposes of redevelopment; and

B. The intent of the Redevelopment Plan is, in part, to provide for the development and redevelopment of blighted areas in the community; to promote the general welfare of the people within the community by improving physical and economic conditions through employment of all appropriate means; to perform specific actions necessary to promote the redevelopment and the economic revitalization of the Project Area; to provide for the construction and installation of necessary public infrastructure and facilities and facilitate the repair, restoration, and/or replacement of existing public facilities; to increase, improve and preserve the community's supply of low and moderate income housing, some of which may be located or implemented outside the Project Area; and to take all other necessary actions to implement the Redevelopment Plan for the Project Area and to expend tax increment to accomplish the goals and objectives of the Redevelopment Plan; and

C. The Agency has adopted its Five-year Implementation Plan for the Project Area (Implementation Plan) which was updated on July 20, 2010, with established goals to support affordable housing, economic development, community revitalization, commercial revitalization, and institutional revitalization, and to implement the programs and activities associated with these goals, the Agency has acquired real property within the Project Area to be redeveloped; and

D. The Agency was established by the City to decrease blight and remediate and redevelop the high number of environmentally contaminated sites (Brown Fields) impacted by former land uses such as landfills, auto wrecking yards, petroleum manufacturing sites, and other hazardous land uses operated by the County of Los Angeles prior to the city's incorporation. To date, the Agency and the City have enabled redevelopment of more than 25% of the city's



Brown Field properties. However, the Project Area consists of 4,866 gross acres of which 749 acres remain blighted Brown Fields that are difficult to redevelop without public/private partnerships. The Agency has, during the course of its redevelopment activities, acquired properties to remediate and redevelop for future economic development projects, for the elimination of blight and for the creation of housing. The Agency has acquired certain parcels or portions of parcels, all of which are necessary for street and road purposes; for pipelines, easements and facilities for utilities and sewer and water works including reclaimed water; for park, recreation and open space purposes; for public parking purposes; and for public facilities; and said parcels have been acquired over time but have not yet been transferred to the City or the Housing Authority.

E. Specific to this Transfer Agreement, the Agency has acquired certain parcels or portions of parcels enumerated in Exhibit "A" ("Properties"), all of which are necessary for redeveloping the Properties to implement the Redevelopment Plan, the Implementation Plan and the Housing Element and to carry out the objectives of CRL and the Agency's housing requirements; several of the properties are the subject of pending and/or fully executed Housing, Development, Owner Participation, or Disposition and Development Agreements as set forth in more detail in Exhibit "D"; and

F. The Agency is assisting in the environmental remediation of the former Cal Compact landfill site for development of a 157-acre mixed-use project that will include affordable housing and commercial uses; and

G. The Agency has acquired and remediated properties located at 2535 E. Carson Street and 425 E. Carson St., for future development of affordable housing projects; and

H. The Agency has provided for the fulfillment of the City's low and moderate income housing needs and satisfaction of the City's Regional Housing Needs Assessment; and

I. Pursuant to Section 33220 of the California Community Redevelopment Law, which is codified as Health and Safety Code Section 33000 *et seq.* (CRL), certain public bodies, including the City, the Agency, and/or the Housing Authority, may aid and cooperate in the planning, undertaking, construction, and/or operation of redevelopment projects; and

J. The Agency has transferred certain of its properties to the City for: (i) public purposes in accordance with the City's authority as a duly organized municipal corporation, and (ii) for Disposition and Development Agreements for private development by qualified developers experienced in development of environmentally constrained land; and

K. The Agency desires to transfer to the Housing Authority the Properties, along with the responsibility of implementing the Redevelopment Plan and the Implementation Plan to bring about the redevelopment of those Properties, as the Housing Authority is familiar with the housing issues associated with the Properties and the goals of the city's General Plan, the Redevelopment Plan, the Implementation Plan and the Housing Element; and the Housing Authority desires to cooperate with the Agency and to carry out the redevelopment of the Properties in accordance with the objectives and purposes of the CRL, the Redevelopment Plan, and the Implementation Plan; and



L. As of April 7, 2011, the Agency has accrued, owns, has in its possession and/or under its control approximately \$61.6 million in housing set-aside funds from the Agency's tax increment revenues (the "Set-Aside Funds") which are currently committed to the various Housing Projects and Rental Assistance Programs listed in Exhibit "D" and various Housing Programs enumerated in Exhibit "C." [It is important to note that this amount is only an approximate number and subject to verification by the finance department. This amount once verified, maybe adjusted in this Transfer Agreement by the Agency's Executive Director]; and

M. The Housing Authority and the Agency desire to make available and transfer to the Housing Authority the Set-Aside Funds to pay for, or assist in paying for, the construction of the Housing Projects, within in the City, which are described in detail in Exhibit "D" and to continue providing funds for the committed Housing Programs enumerated in Exhibit "C"; and

N. The Agency and the Housing Authority have prepared this Transfer Agreement for the Agency to transfer to the Housing Authority the Set-Aside Funds and the Properties for the following purposes: (i) for the Housing Authority to have the authority to carry out the redevelopment of the Properties in accordance with the California Housing Authorities Law for the purposes of providing safe and affordable housing opportunities in the City; (ii) to continue providing for various Housing Programs to increase, improve and preserve the community's supply of low and moderate income housing; and (iii) so that the activities of the Agency hereunder can be undertaken in accordance with the CRL, as the CRL is written as of the execution date of this Transfer Agreement; and

O. All other legal prerequisites to the adoption of this Transfer Agreement have occurred.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

TERMS AND CONDITIONS

1. INCORPORATION OF RECITALS.

The recitals above are an integral part of this Transfer Agreement and set forth the intentions of the parties and the premises on which the parties have decided to enter into this Agreement and are hereby incorporated herein.

2. TRANSFER OF THE SET-ASIDE FUNDS.

Subject to and on the terms and conditions herein set forth, the Agency agrees to convey and assign to the Housing Authority and the Housing Authority hereby agrees to accept from the Agency, the total amount of the Set-Aside Funds as of April 7, 2011, to effectuate the purpose of the Housing Authority pursuant to California Housing Authorities Laws to increase, improve and preserve the community's supply of low and moderate income housing, some of which may be located or implemented outside the Project Area.

3. TRANSFER OF PROPERTIES.

Subject to and on the terms and conditions herein set forth, the Agency agrees to convey and assign to Housing Authority, and Housing Authority hereby agrees to accept from Agency, the Properties described in Exhibit "A" together with: (i) all privileges, rights, easements, buildings and appurtenances belonging to the real property, (ii) all development rights, air rights, water rights and water stock relating to the real property, and (iii) all rights, title and interest of the Agency in and to any streets, alleys, passages, other easements, and rights-of-way or appurtenances included in, adjacent to, or used in connection with the Properties.

The properties listed in Exhibit "A" are those which were purchased for and are necessary for the City's low and moderate income housing needs and satisfaction of the City's Regional Housing Needs Assessment.

With the consent of the parties, additional parcels may be added to Exhibit "A".

4. SCHEDULE OF PERFORMANCE.

4.1 Time of Essence.

Time is of the essence in the performance of this Transfer Agreement.

4.2 Schedule of Performance.

Pursuant to this Transfer Agreement, the Housing Authority shall commence immediately and continue with the Housing Projects enumerated in Exhibit "D" and shall perform all services within the time period(s) established in the applicable and respective Housing or Development or Owner Participation or Disposition and Development Agreements for each Housing Project (each fully incorporated herein by this reference). If schedules of performance in applicable agreement are modified, the schedule of performance herein shall be accordingly modified.

5. CONDITIONS TO CONVEYANCE.

Transfer of the Properties shall be subject to the terms and conditions set forth in this Section. This Transfer Agreement shall be undertaken and carried out in accordance with the CRL, and to implement the Redevelopment Plan, the Implementation Plan, and the Housing Element to the General Plan.

5.1 Properties Listed in Exhibit "A".

(a) Subject to and on the terms and conditions herein set forth, the Agency authorizes the Housing Authority to act as the Agency's agent in redeveloping the Properties to implement the Redevelopment Plan, the Implementation Plan and the Housing Element and to carry out the objectives of CRL. The transfer of the Properties shall be subject to the conditions listed in Section 3.



(b) The Housing Authority shall retain each of the Properties listed in Exhibit "A" for fulfillment of the City's low and moderate income housing needs and satisfaction of the City's Regional Housing Needs Assessment. These Properties were acquired by the Agency with Housing Set-Aside funds for future development. Should any of the Properties listed in Exhibit "A" not be developed with housing projects, the Housing Authority shall receive proceeds from sale of the Properties to reinvest for housing purposes. The Housing Authority may go through a process to find a suitable developer and convey the properties to such developer to be used for housing purposes, as the Agency has previously done with other projects it has developed.

(c) The Housing Authority will have the right to exercise all the power that the Housing Authority currently does or will possess, subject to all the obligations, duties and restrictions contained therein.

(d) The Housing Authority will approve disposition of the parcels through a public process in accordance with Section 33430 *et seq.* of the CRL, including sections 33433, with noticed public hearings in accordance therewith, and if it approves them, making appropriate findings. The Housing Authority will determine how the project will alleviate blight and carry out the purposes of the Redevelopment Plan, the Implementation Plan and the Housing Element.

(e) The Housing Authority will accomplish the remediation of the Properties, if necessary, or require the developer to do so.

(f) The Housing Authority will negotiate appropriate terms and conditions to the transactions, including considering the restrictions in the Redevelopment Plan on the value, and any covenants and restrictions imposed on the property. The valuation shall consider not only cash paid, but other forms of consideration, including the obligation to remediate the property, and the restrictions on use. The Housing Authority will endeavor to record covenant agreements against the parcels upon disposition so that the Housing Authority will continue to have the right to enforce such restrictions after the disposition of the parcels.

6. CONSIDERATION.

In consideration of the transfer of the Set-Aside Funds and the Properties from the Agency to the Housing Authority, the Housing Authority is hereby obligated to carry out the redevelopment and disposition of the Properties in accordance with this Transfer Agreement.

7. ADDITIONAL DOCUMENTS REQUIRED FROM AGENCY.

Immediately upon execution of this Transfer Agreement, each Property shall be transferred by the Agency to the Housing Authority by the execution of a grant deed, which shall be substantially in the form attached hereto and incorporated herein as Exhibit "B". Possession of each Property shall be delivered to the Housing Authority concurrently with the conveyance of title. The Housing Authority will cause the grant deeds to be recorded.

8. DUE DILIGENCE.

8.1 Disclaimer of Warranties.

The Housing Authority shall acquire the Properties in their "AS IS" and "WITH ALL FAULTS" condition and shall be responsible for any and all defects in the Properties, whether patent or latent, including, without limitation, the physical, environmental and geotechnical condition of the Properties, and the existence of any contamination, hazardous materials, vaults, debris, pipelines, wells, or other structures located on, under or about the Properties. The Housing Authority makes no representation or warranty concerning the physical, environmental, geotechnical or other condition of the Properties. The Housing Authority acknowledges: (i) that once the Housing Authority obtains title to the Properties, any liability of the Agency for the environmental condition of the Properties shall be extinguished, (ii) that the Agency shall have no liability for remediating any environmental condition of the Properties, and (iii) that the Housing Authority shall indemnify the Agency against any claim or liability relating to the condition of the Properties.

8.2 Review of Documents.

The Agency shall make available to the Housing Authority true, correct and complete copies of all contracts which relate to the Properties (together with any amendments or modifications thereto), and all reports or other documents in Agency's possession respecting the physical condition of, or prior uses of, the Properties, if any, and any other information in Agency's possession or control reasonably requested by the Housing Authority regarding the Properties.

8.3 Entry for Investigation.

(a) Subject to the conditions hereafter stated, the Agency grants to the Housing Authority, its agents and employees, a limited license to enter upon the Properties for the purpose of conducting engineering surveys, soil tests, investigations or other studies reasonably necessary to evaluate the condition of the Properties, which studies, surveys, investigations and tests shall be done at the Housing Authority's sole cost and expense.

(b) As a condition to the Housing Authority's entry, inspection or testing, the Agency shall keep the Properties free and clear of all materialmen's liens, lis pendens and other liens arising out of the entry and work performed under this Transfer Agreement.

8.4 Title Policy.

The Agency shall furnish the Housing Authority with a CLTA Owner's Policy of Title Insurance ("Title Policy") for the Property, wherein the Title Company shall ensure that title to the Property shall be vested in the Housing Authority. The Title Policy shall include any available title insurance, extended coverage or endorsements that the Housing Authority has reasonably requested.

9. CONDITIONS PRECEDENT TO CONVEYANCE OF THE PROPERTY.

9.1 Conditions to Housing Authority's Obligations.

The obligations of the Housing Authority under this Transfer Agreement shall be subject to the satisfaction or written waiver, in whole or in part, by the Housing Authority of each of the following conditions precedent:

(a) The Agency has provided the executed and recordable Grant Deeds to the Housing Authority.

(b) Timely performance by the Housing Authority of all of the obligations required by the terms of this Transfer Agreement to be performed by Housing Authority.

9.2 Conditions to Agency's Obligations.

The obligations of the Agency under this Transfer Agreement shall be subject to the satisfaction or written waiver, in whole or in part, by the Agency of the following conditions precedent:

(a) Timely performance by the Agency of all of the obligations required by the terms of this Transfer Agreement to be performed by the Agency.

10. REPRESENTATIONS AND WARRANTIES.

10.1 Representations and Warranties.

The Agency hereby makes the following representations and warranties to the Housing Authority, each of which is true in all respects as of the date hereof and shall be true in all respects on the date of Closing on the Property:

(a) The Agency has received no notice and/or has no knowledge that any governmental authority or any employee or agent thereof considers the present or proposed operation, use or ownership of the Properties to violate or have violated any ordinance, rule, law, regulation or order of any government or agency, body or subdivision thereof, or that any investigation has been commenced or is contemplated respecting such possible violations.

(b) There are no pending or threatened allegations, lawsuits or claims which would affect the Properties.

To the best of the Agency's knowledge, the Agency shall disclose to the Housing Authority any documents, writings, or knowledge of any environmental conditions of the Properties. The Housing Authority will take interest in the Properties as provided herein, in an "AS IS" and, "WITH ALL FAULTS" condition.



(c) There are no contracts, claims or rights affecting the development or use of Properties and no agreements entered into by or under the Agency that shall survive the Closing that would adversely affect the Housing Authority's rights with respect to the Properties except as heretofore disclosed in writing by the Agency to the Housing Authority.

(d) The Housing Authority has received no written notice from any third parties, prior owners of the Properties, or any federal, state or local governmental agency, indicating that any hazardous waste remedial or clean-up work will be required on the Properties.

(e) The Agency is not a foreign person as defined in Internal Revenue Code Section 1445(f)(3).

(f) The Agency hereby represents, warrants and covenants to the Housing Authority that the Agency shall deliver exclusive possession of the Properties to the Housing Authority.

11. ADDITIONAL INSTRUCTIONS.

11.1 No Escrow Instructions.

Because this Transfer Agreement is being entered into by two related entities, an escrow is not being entered into and shall not be required. The officers of the Housing Authority shall carry out the recordation of the documents necessary to convey title, and shall assume the proper vesting of title.

11.2 General Provisions.

The Agency shall instruct the Los Angeles County Recorder to mail the grant deeds to the Housing Authority at the address set forth in Section 13.2 after recordation. This Transfer Agreement and any modifications, amendments, or supplements thereto may be executed in counterparts and shall be valid and binding as if all of the parties' signatures were on one document.

12. BROKERAGE COMMISSIONS.

The Agency and the Housing Authority each represent and warrant to the other that no third party is entitled to a broker's commission and/or finder's fee with respect to the transaction contemplated by this Agreement. The Agency and the Housing Authority each agree to indemnify and hold the other party harmless from and against all liabilities, costs, damages and expenses, including, without limitation, attorneys' fees resulting from any claims or fees or commissions, based upon agreements by or between the Agency and/or the Housing Authority, if any, to pay a broker's commission and/or finder's fee.

13. MISCELLANEOUS.

13.1 No Conflict of Interest.

No officer or employee of the Agency or the Housing Authority shall have any financial interest, direct or indirect, in this Transfer Agreement nor shall any such officer or employee participate in any decision relating to the Transfer Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Agency and the Housing Authority each warrant that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Transfer Agreement.

13.2 Notices.

Any notice which either party may desire to give to the other party must be in writing and may be given by personal delivery, facsimile or by mailing the same by U.S. mail to the party to whom the notice is directed at the address of such party hereinafter set forth, or such other address and to such other persons as the parties may hereafter designate:

To Housing Authority: Carson Housing Authority
Attn: Executive Director
701 East Carson Street
Carson, CA 90745-2257

Copy To: Aleshire & Wynder, LLP
1515 W. 190th Street, Suite 565
Gardena, CA 90248
Attn: William W. Wynder, Esq.

To Agency: Carson Redevelopment Agency
Attn: Executive Director
1 Civic Plaza Dr., Suite 500
Carson, CA 90745-7981

Copy To: Aleshire & Wynder, LLP
1515 W. 190th Street, Suite 565
Gardena, CA 90248
Attn: William W. Wynder, Esq.

13.3 Interpretation; Governing Law.

This Transfer Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Transfer Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Transfer Agreement. Titles and captions are for convenience only and shall not constitute a portion of this Transfer Agreement. As used in this Transfer Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

13.4 No Waiver.

No delay or omission by either party hereto in exercising any right or power accruing upon the compliance or failure of performance by the other party hereto under the provisions of this Transfer Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party hereto of a breach of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

13.5 Modifications.

Any alteration, change or modification of or to this Transfer Agreement, in order to become effective, shall be made by written instrument or endorsement thereon and in each such instance executed on behalf of each party hereto.

13.6 Severability.

If any term, provision, condition or covenant of this Transfer Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provisions, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Transfer Agreement shall be valid and enforceable to the fullest extent permitted by law.

13.7 Merger of Prior Agreements and Understandings.

This Transfer Agreement and other documents incorporated herein by reference contain the entire understanding between the parties relating to the transaction contemplated hereby and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect.

13.8 Execution in Counterparts.

This Transfer Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

[SIGNATURES ON FOLLOWING PAGE]



IN WITNESS WHEREOF, the parties hereto have executed this Transfer Agreement as of the date set forth above.

“AGENCY”

CARSON REDEVELOPMENT AGENCY,
a public body, corporate and politic

Agency Chairman Jim Dear

ATTEST:

Agency Secretary Helen S. Kawagoe

APPROVED AS TO FORM:

Agency Counsel

“HOUSING AUTHORITY”

CARSON HOUSING AUTHORITY,
a public body

Authority Chairperson Jim Dear

ATTEST:

Authority Secretary Helen S. Kawagoe

APPROVED AS TO FORM:

Authority Counsel



EXHIBIT "A"

**LIST OF PROPERTIES TO BE CONVEYED
TO THE CARSON HOUSING AUTHORITY**

<u>Property Address</u>	<u>Assessor's Parcel Number (APN)</u>
600-610 W. Carson St.	7343-020-902, 903, 904
21704 S. Figueroa St.	7343-019-900
526 W. Carson St.	7343-019-901
21227 S. Figueroa St.	7343-007-903
615 E. Carson St.	7337-011-900, 901
21521 S. Avalon Blvd.	7337-011-902
550 E. Carson St.	7335-010-904
542 - 616 E. Carson St.	7335-010-905, 907, 908
21009 S. Prospect Ave	7308-002-900
2671 E. Tyler St.	7308-002-034
2673 E. Tyler St.	7308-002-901
2677 E. Tyler St.	7308-002-902
2535-2569 E. Carson St.	7316-009-902, 903, 904, 905, 906, 907, 908, 909



EXHIBIT "B"
GRANT DEEDS
(Pages 22-119)

EXHIBIT "B"

GRANT DEED

FREE RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

CARSON HOUSING AUTHORITY
701 East Carson Street
Carson, CA 90745-2257
(310) 830-7600
Attn: Executive Director

(Space Above Line for Recorder's Use Only)
Exempt from filing fees per Govt. Code § 27383

GRANT DEED

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the CARSON REDEVELOPMENT AGENCY, a public body, corporate and politic, acting under the Community Redevelopment Law of the State of California, herein called "Grantor," hereby grants to the CARSON HOUSING AUTHORITY, a public body, herein called "Grantee," the real property referred to as Assessor's Parcel No. 7343-020-902 and 7343-020-903, hereinafter referred to as the "Site," in the City of Carson, County of Los Angeles, State of California, more particularly described in Attachment No. 1 attached hereto and incorporated herein by this reference.

As conditions of this conveyance, the Grantee covenants by and for itself and any successors-in-interest for the benefit of Grantor as follows:

1. Non-Discrimination.

Grantee covenants that there shall be no discrimination against, or segregation of, any persons, or group of persons, on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the rental, sale, lease, sublease, transfer, use, occupancy, or enjoyment of the Site, or any portion thereof, nor shall Grantee, or any person claiming under or through Grantee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of purchasers, tenants, lessees, subtenants, sublessees, or vendees of the Site or any portion thereof. The nondiscrimination and nonsegregation covenants contained herein shall remain in effect in perpetuity.



2. Form of Nondiscrimination Clauses in Agreements.

Grantee shall refrain from restricting the rental, sale, or lease of any portion of the Site on the basis of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin of any person. All such deeds, leases, or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) **Deeds:** In deeds the following language shall appear: "The grantee herein covenants by and for itself, himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin 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 such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed."

(b) **Leases:** In leases the following language shall appear: "The lessee herein covenants by and for itself, himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: "that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the leasing, subleasing, renting, transferring, use, occupancy, tenure, or enjoyment of the land 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 land herein leased."

(c) **Contracts:** In contracts the following language shall appear: "The transferee herein covenants by and for itself, 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: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the sale, lease, rental, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the land."

3. Covenants to Run With the Land.

The covenants contained in this Deed shall be construed as covenants running with the land and not as conditions which might result in forfeiture of title, and shall be binding upon Grantee, its heirs, successors and assigns to the Site, whether their interest shall be fee, easement, leasehold, beneficial or otherwise. The foregoing covenants shall remain in effect in perpetuity.



IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on its behalf by its officers or agents hereunto as of the _____ day of _____, 2011.

"GRANTOR"

CARSON REDEVELOPMENT AGENCY
a public body, corporate and politic

By: _____
Jim Dear
Agency Chairman

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
William W. Wynder, Esq.
Agency Counsel

APPROVED AS TO CONTENT:

By: _____
Clifford W. Graves
Interim Executive Director

COUNTERSIGNED:

By: _____
Its: _____



CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the grant deed dated on or about _____, 2011 from the Carson Redevelopment Agency to the Carson Housing Authority is hereby accepted by the undersigned officer on behalf of the Carson Housing Authority pursuant to authority conferred by the Authority Board of the Carson Housing Authority pursuant to the Amended and Restated Transfer Agreement for the Transfer of Certain Properties Owned by the Carson Redevelopment Agency to the Carson Housing Authority to act as the Agent of the Agency in the Disposition and Redevelopment of Said Properties Pursuant to California Redevelopment Law, which agreement was approved on April 19, 2011, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2011

GRANTEE:

CARSON HOUSING AUTHORITY,
a public body

By: _____
Authority Chairperson Jim Dear

ATTEST:

Authority Secretary Helen S. Kawagoe



STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 20__, 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 _____
(Seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

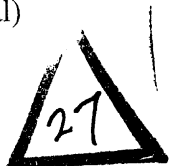
On _____, 20__, before me, _____, a
Notary Public, personally appeared _____, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), 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 _____

(Seal)



Attachment 1

LEGAL DESCRIPTION

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

THE NORTHERLY 120 FEET OF THE EASTERLY 206 FEET OF LOT 40 OF TRACT NO. 3612, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 40 PAGES 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.



EXHIBIT "B"

GRANT DEED

FREE RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

CARSON HOUSING AUTHORITY
701 East Carson Street
Carson, CA 90745-2257
(310) 830-7600
Attn: Executive Director

(Space Above Line for Recorder's Use Only)
Exempt from filing Fees per Govt. Code § 27383

GRANT DEED

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the CARSON REDEVELOPMENT AGENCY, a public body, corporate and politic, acting under the Community Redevelopment Law of the State of California, herein called "Grantor," hereby grants to the CARSON HOUSING AUTHORITY, a public body, herein called "Grantee," the real property referred to as Assessor's Parcel No. 7343-020-904, hereinafter referred to as the "Site," in the City of Carson, County of Los Angeles, State of California, more particularly described in Attachment No. 1 attached hereto and incorporated herein by this reference.

As conditions of this conveyance, the Grantee covenants by and for itself and any successors-in-interest for the benefit of Grantor as follows:

1. Non-Discrimination.

Grantee covenants that there shall be no discrimination against, or segregation of, any persons, or group of persons, on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the rental, sale, lease, sublease, transfer, use, occupancy, or enjoyment of the Site, or any portion thereof, nor shall Grantee, or any person claiming under or through Grantee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of purchasers, tenants, lessees, subtenants, sublessees, or vendees of the Site or any portion thereof. The nondiscrimination and nonsegregation covenants contained herein shall remain in effect in perpetuity.

2. Form of Nondiscrimination Clauses in Agreements.

Grantee shall refrain from restricting the rental, sale, or lease of any portion of the Site on the basis of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin of any person. All such deeds, leases, or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) **Deeds**: In deeds the following language shall appear: "The grantee herein covenants by and for itself, himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin 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 such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed."

(b) **Leases**: In leases the following language shall appear: "The lessee herein covenants by and for itself, himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: "that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the leasing, subleasing, renting, transferring, use, occupancy, tenure, or enjoyment of the land 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 land herein leased."

(c) **Contracts**: In contracts the following language shall appear: "The transferee herein covenants by and for itself, 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: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the sale, lease, rental, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the land."

3. Covenants to Run With the Land.

The covenants contained in this Deed shall be construed as covenants running with the land and not as conditions which might result in forfeiture of title, and shall be binding upon Grantee, its heirs, successors and assigns to the Site, whether their interest shall be fee, easement, leasehold, beneficial or otherwise. The foregoing covenants shall remain in effect in perpetuity.



IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on its behalf by its officers or agents hereunto as of the ____ day of _____, 2011.

"GRANTOR"

CARSON REDEVELOPMENT AGENCY
a public body, corporate and politic

By: _____
Jim Dear
Agency Chairman

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
William W. Wynder, Esq.
Agency Counsel

APPROVED AS TO CONTENT:

By: _____
Clifford W. Graves
Interim Executive Director

COUNTERSIGNED:

By: _____
Its: _____



CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the grant deed dated on or about _____, 2011 from the Carson Redevelopment Agency to the Carson Housing Authority is hereby accepted by the undersigned officer on behalf of the Carson Housing Authority pursuant to authority conferred by the Authority Board of the Carson Housing Authority pursuant to the Amended and Restated Transfer Agreement for the Transfer of Certain Properties Owned by the Carson Redevelopment Agency to the Carson Housing Authority to act as the Agent of the Agency in the Disposition and Redevelopment of Said Properties Pursuant to California Redevelopment Law, which agreement was approved on April 19, 2011, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2011

GRANTEE:

CARSON HOUSING AUTHORITY,
a public body

By: _____
Authority Chairperson Jim Dear

ATTEST:

Authority Secretary Helen S. Kawagoe



STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 20__, 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 _____
(Seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 20__, 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 _____
(Seal)



Attachment 1

Legal Description

That portion of Lot 40 of Tract No. 3612, as per map recorded in Book 40, Pages 5 and 6 of Maps, in the Office of the county recorder of said county, as acquired by the State of California by deed 6585 recorded in Book 47844, Page 181 of Official Records of said office, bounded southerly by the northerly line of that certain parcel of land conveyed by Director's Deed D-6585.1 recorded in Book D3225, Page 537 of said official records, bounded northerly by the southerly line of that certain parcel of land conveyed by Director's Deed D-6585.2 recorded in Book D4270, page 75 of said official records, and bounded Westerly by the Westerly line of that certain easement conveyed by Director's Deed D-6585 recorded in Book D1729, Page 131 of said official records.



EXHIBIT "B"

GRANT DEED

FREE RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

CARSON HOUSING AUTHORITY
701 East Carson Street
Carson, CA 90745-2257
(310) 830-7600
Attn: Executive Director

(Space Above Line for Recorder's Use Only)
Exempt from filing Fees per Govt. Code § 27383

GRANT DEED

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the CARSON REDEVELOPMENT AGENCY, a public body, corporate and politic, acting under the Community Redevelopment Law of the State of California, herein called "Grantor," hereby grants to the CARSON HOUSING AUTHORITY, a public body, herein called "Grantee," the real property referred to as Assessor's Parcel No. 7343-019-900, hereinafter referred to as the "Site," in the City of Carson, County of Los Angeles, State of California, more particularly described in Attachment No. 1 attached hereto and incorporated herein by this reference.

As conditions of this conveyance, the Grantee covenants by and for itself and any successors-in-interest for the benefit of Grantor as follows:

1. Non-Discrimination.

Grantee covenants that there shall be no discrimination against, or segregation of, any persons, or group of persons, on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the rental, sale, lease, sublease, transfer, use, occupancy, or enjoyment of the Site, or any portion thereof, nor shall Grantee, or any person claiming under or through Grantee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of purchasers, tenants, lessees, subtenants, sublessees, or vendees of the Site or any portion thereof. The nondiscrimination and nonsegregation covenants contained herein shall remain in effect in perpetuity.



2. Form of Nondiscrimination Clauses in Agreements.

Grantee shall refrain from restricting the rental, sale, or lease of any portion of the Site on the basis of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin of any person. All such deeds, leases, or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) **Deeds:** In deeds the following language shall appear: "The grantee herein covenants by and for itself, himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin 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 such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed."

(b) **Leases:** In leases the following language shall appear: "The lessee herein covenants by and for itself, himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: "that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the leasing, subleasing, renting, transferring, use, occupancy, tenure, or enjoyment of the land 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 land herein leased."

(c) **Contracts:** In contracts the following language shall appear: "The transferee herein covenants by and for itself, 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: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the sale, lease, rental, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the land."

3. Covenants to Run With the Land.

The covenants contained in this Deed shall be construed as covenants running with the land and not as conditions which might result in forfeiture of title, and shall be binding upon Grantee, its heirs, successors and assigns to the Site, whether their interest shall be fee, easement, leasehold, beneficial or otherwise. The foregoing covenants shall remain in effect in perpetuity.



IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on its behalf by its officers or agents hereunto as of the ____ day of _____, 2011.

“GRANTOR”

CARSON REDEVELOPMENT AGENCY
a public body, corporate and politic

By: _____
Jim Dear
Agency Chairman

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
William W. Wynder, Esq.
Agency Counsel

APPROVED AS TO CONTENT:

By: _____
Clifford W. Graves
Interim Executive Director

COUNTERSIGNED:

By: _____
Its: _____



CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the grant deed dated on or about _____, 2011 from the Carson Redevelopment Agency to the Carson Housing Authority is hereby accepted by the undersigned officer on behalf of the Carson Housing Authority pursuant to authority conferred by the Authority Board of the Carson Housing Authority pursuant to the Amended and Restated Transfer Agreement for the Transfer of Certain Properties Owned by the Carson Redevelopment Agency to the Carson Housing Authority to act as the Agent of the Agency in the Disposition and Redevelopment of Said Properties Pursuant to California Redevelopment Law, which agreement was approved on April 19, 2011, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2011

GRANTEE:

CARSON HOUSING AUTHORITY,
a public body

By: _____
Authority Chairperson Jim Dear

ATTEST:

Authority Secretary Helen S. Kawagoe



[illegible]

On _____, 20__, 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 _____ (Seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 20__, 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 _____ (Seal)



Attachment 1

LEGAL DESCRIPTION

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES, CITY OF CARSON AND IS DESCRIBED AS FOLLOW:

THE NORTHERLY 135 FEET OF THE WESTERLY 135 FEET OF LOT 39 OF TRACT NO. 3612, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS P ER MAP RECORDED IN BOOK 40 PAGE 5 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THAT PORTION OF SAID LOT DESCRIBED IN A DEED TO THE COUNTY OF LOS ANGELES AS PARCELS A AND B, RECORDED NOVEMBER 18, 1965, AS INSTRUMENT NO. 2670, OF OFFICIAL RECORDS.



EXHIBIT "B"

GRANT DEED

FREE RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

CARSON HOUSING AUTHORITY
701 East Carson Street
Carson, CA 90745-2257
(310) 830-7600
Attn: Executive Director

(Space Above Line for Recorder's Use Only)
Exempt from filing Fees per Govt. Code § 27383

GRANT DEED

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the CARSON REDEVELOPMENT AGENCY, a public body, corporate and politic, acting under the Community Redevelopment Law of the State of California, herein called "Grantor," hereby grants to the CARSON HOUSING AUTHORITY, a public body, herein called "Grantee," the real property referred to as Assessor's Parcel No. 7337-011-900, 901 hereinafter referred to as the "Site," in the City of Carson, County of Los Angeles, State of California, more particularly described in Attachment No. 1 attached hereto and incorporated herein by this reference.

As conditions of this conveyance, the Grantee covenants by and for itself and any successors-in-interest for the benefit of Grantor as follows:

1. Non-Discrimination.

Grantee covenants that there shall be no discrimination against, or segregation of, any persons, or group of persons, on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the rental, sale, lease, sublease, transfer, use, occupancy, or enjoyment of the Site, or any portion thereof, nor shall Grantee, or any person claiming under or through Grantee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of purchasers, tenants, lessees, subtenants, sublessees, or vendees of the Site or any portion thereof. The nondiscrimination and nonsegregation covenants contained herein shall remain in effect in perpetuity.



2. Form of Nondiscrimination Clauses in Agreements.

Grantee shall refrain from restricting the rental, sale, or lease of any portion of the Site on the basis of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin of any person. All such deeds, leases, or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

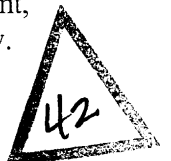
(a) **Deeds**: In deeds the following language shall appear: "The grantee herein covenants by and for itself, himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin 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 such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed."

(b) **Leases**: In leases the following language shall appear: "The lessee herein covenants by and for itself, himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: "that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the leasing, subleasing, renting, transferring, use, occupancy, tenure, or enjoyment of the land 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 land herein leased."

(c) **Contracts**: In contracts the following language shall appear: "The transferee herein covenants by and for itself, 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: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the sale, lease, rental, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the land."

3. Covenants to Run With the Land.

The covenants contained in this Deed shall be construed as covenants running with the land and not as conditions which might result in forfeiture of title, and shall be binding upon Grantee, its heirs, successors and assigns to the Site, whether their interest shall be fee, easement, leasehold, beneficial or otherwise. The foregoing covenants shall remain in effect in perpetuity.



IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on its behalf by its officers or agents hereunto as of the ____ day of _____, 2011.

"GRANTOR"

CARSON REDEVELOPMENT AGENCY
a public body, corporate and politic

By: _____
Jim Dear
Agency Chairman

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
William W. Wynder, Esq.
Agency Counsel

APPROVED AS TO CONTENT:

By: _____
Clifford W. Graves
Interim Executive Director

COUNTERSIGNED:

By: _____
Its: _____



CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the grant deed dated on or about _____, 2011 from the Carson Redevelopment Agency to the Carson Housing Authority is hereby accepted by the undersigned officer on behalf of the Carson Housing Authority pursuant to authority conferred by the Authority Board of the Carson Housing Authority pursuant to the Amended and Restated Transfer Agreement for the Transfer of Certain Properties Owned by the Carson Redevelopment Agency to the Carson Housing Authority to act as the Agent of the Agency in the Disposition and Redevelopment of Said Properties Pursuant to California Redevelopment Law, which agreement was approved on April 19, 2011, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2011

GRANTEE:

CARSON HOUSING AUTHORITY,
a public body

By: _____
Authority Chairperson Jim Dear

ATTEST:

Authority Secretary Helen S. Kawagoe



STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 20__, 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 _____
(Seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

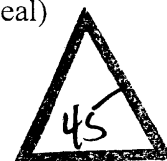
On _____, 20__, before me, _____, a
Notary Public, personally appeared _____, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), 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 _____

(Seal)



Attachment 1

Legal Description

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

PARCEL 1 OF PARCEL MAP 14207, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 142, PAGE 28 OF PARCEL MAPS, IN THE OFFICE OF THE RECORDER OF SAID COUNTY.



EXHIBIT "B"

GRANT DEED

FREE RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

CARSON HOUSING AUTHORITY
701 East Carson Street
Carson, CA 90745-2257
(310) 830-7600
Attn: Executive Director

(Space Above Line for Recorder's Use Only)
Exempt from filing Fees per Govt. Code § 27383

GRANT DEED

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the CARSON REDEVELOPMENT AGENCY, a public body, corporate and politic, acting under the Community Redevelopment Law of the State of California, herein called "Grantor," hereby grants to the CARSON HOUSING AUTHORITY, a public body, herein called "Grantee," the real property referred to as Assessor's Parcel No. 7337-011-902, hereinafter referred to as the "Site," in the City of Carson, County of Los Angeles, State of California, more particularly described in Attachment No. 1 attached hereto and incorporated herein by this reference.

As conditions of this conveyance, the Grantee covenants by and for itself and any successors-in-interest for the benefit of Grantor as follows:

1. Non-Discrimination.

Grantee covenants that there shall be no discrimination against, or segregation of, any persons, or group of persons, on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the rental, sale, lease, sublease, transfer, use, occupancy, or enjoyment of the Site, or any portion thereof, nor shall Grantee, or any person claiming under or through Grantee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of purchasers, tenants, lessees, subtenants, sublessees, or vendees of the Site or any portion thereof. The nondiscrimination and nonsegregation covenants contained herein shall remain in effect in perpetuity.



2. Form of Nondiscrimination Clauses in Agreements.

Grantee shall refrain from restricting the rental, sale, or lease of any portion of the Site on the basis of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin of any person. All such deeds, leases, or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) **Deeds**: In deeds the following language shall appear: "The grantee herein covenants by and for itself, himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin 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 such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed."

(b) **Leases**: In leases the following language shall appear: "The lessee herein covenants by and for itself, himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: "that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the leasing, subleasing, renting, transferring, use, occupancy, tenure, or enjoyment of the land 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 land herein leased."

(c) **Contracts**: In contracts the following language shall appear: "The transferee herein covenants by and for itself, 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: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the sale, lease, rental, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the land."

3. Covenants to Run With the Land.

The covenants contained in this Deed shall be construed as covenants running with the land and not as conditions which might result in forfeiture of title, and shall be binding upon Grantee, its heirs, successors and assigns to the Site, whether their interest shall be fee, easement, leasehold, beneficial or otherwise. The foregoing covenants shall remain in effect in perpetuity.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on its behalf by its officers or agents hereunto as of the ____ day of _____, 2011.

"GRANTOR"

CARSON REDEVELOPMENT AGENCY
a public body, corporate and politic

By: _____
Jim Dear
Agency Chairman

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
William W. Wynder, Esq.
Agency Counsel

APPROVED AS TO CONTENT:

By: _____
Clifford W. Graves
Interim Executive Director

COUNTERSIGNED:

By: _____
Its: _____



CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the grant deed dated on or about _____, 2011 from the Carson Redevelopment Agency to the Carson Housing Authority is hereby accepted by the undersigned officer on behalf of the Carson Housing Authority pursuant to authority conferred by the Authority Board of the Carson Housing Authority pursuant to the Amended and Restated Transfer Agreement for the Transfer of Certain Properties Owned by the Carson Redevelopment Agency to the Carson Housing Authority to act as the Agent of the Agency in the Disposition and Redevelopment of Said Properties Pursuant to California Redevelopment Law, which agreement was approved on April 19, 2011, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2011

GRANTEE:

CARSON HOUSING AUTHORITY,
a public body

By: _____
Authority Chairperson Jim Dear

ATTEST:

Authority Secretary Helen S. Kawagoe



STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 20__, 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 _____
(Seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 20__, 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 _____
(Seal)



Attachment 1

Legal Description

PARCEL 1:

THE NORTH 55.00 FEET OF THAT PORTION OF LOT 52 OF TRACT NO. 3848, IN THE CITY OF CARSON, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 42 PAGES 68 AND 69 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING SOUTHERLY OF THE SOUTH LINE OF THE NORTH 165 FEET OF SAID LOT:

EXCEPT THE WESTERLY 10 FEET OF THE EASTERLY 25 FEET OF THE SOUTHERLY 55 FEET OF THE NORTHERLY 220 FEET OF SAID LOT 52 BY FINAL ORDER OF CONDEMNATION CASE NO. 860106 BY DOCUMENT RECORDED JUNE 17, 1966 AS INSTRUMENT NO. 3538, OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT THEREFROM THE WESTERLY 305 FEET.

PARCEL 2:

LOT 52 OF TRACT NO. 3848, IN THE CITY OF CARSON, IN THE COUNTY LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 42 PAGES 68 AND 69 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE WESTERLY 10 OF THE EASTERLY 25 FEET; EXCEPT THEREFROM THAT PORTION THEREOF WHICH LIES WITHIN THE NORTHERLY 220 FEET OF SAID LOT BY DEEDS RECORDED APRIL 14, 1965 AS INSTRUMENT NO. 3580 AND 3581, OFFICIAL RECORDS OF SAID COUNTY.

ALSO EXCEPT THEREFROM THE NORTH 165 FEET OF SAID LOT 52.

ALSO EXCEPT THEREFROM THE NORTH 55 FEET OF THAT PORTION OF SAID LOT 52, LYING SOUTHERLY OF THE SOUTH LINE OF THE SOUTH LINE OF THE NORTH 165 FEET OF SAID LOT.

ALSO EXCEPT THEREFROM THE WESTERLY 305 FEET.



EXHIBIT "B"

GRANT DEED

FREE RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

CARSON HOUSING AUTHORITY
701 East Carson Street
Carson, CA 90745-2257
(310) 830-7600
Attn: Executive Director

(Space Above Line for Recorder's Use Only)
Exempt from filing Fees per Govt. Code § 27383

GRANT DEED

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the CARSON REDEVELOPMENT AGENCY, a public body, corporate and politic, acting under the Community Redevelopment Law of the State of California, herein called "Grantor," hereby grants to the CARSON HOUSING AUTHORITY, a public body, herein called "Grantee," the real property referred to as Assessor's Parcel No. 7335-010-904, hereinafter referred to as the "Site," in the City of Carson, County of Los Angeles, State of California, more particularly described in Attachment No. 1 attached hereto and incorporated herein by this reference.

As conditions of this conveyance, the Grantee covenants by and for itself and any successors-in-interest for the benefit of Grantor as follows:

1. Non-Discrimination.

Grantee covenants that there shall be no discrimination against, or segregation of, any persons, or group of persons, on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the rental, sale, lease, sublease, transfer, use, occupancy, or enjoyment of the Site, or any portion thereof, nor shall Grantee, or any person claiming under or through Grantee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of purchasers, tenants, lessees, subtenants, sublessees, or vendees of the Site or any portion thereof. The nondiscrimination and nonsegregation covenants contained herein shall remain in effect in perpetuity.



2. Form of Nondiscrimination Clauses in Agreements.

Grantee shall refrain from restricting the rental, sale, or lease of any portion of the Site on the basis of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin of any person. All such deeds, leases, or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) **Deeds:** In deeds the following language shall appear: "The grantee herein covenants by and for itself, himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin 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 such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed."

(b) **Leases:** In leases the following language shall appear: "The lessee herein covenants by and for itself, himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: "that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the leasing, subleasing, renting, transferring, use, occupancy, tenure, or enjoyment of the land 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 land herein leased."

(c) **Contracts:** In contracts the following language shall appear: "The transferee herein covenants by and for itself, 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: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the sale, lease, rental, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the land."

3. Covenants to Run With the Land.

The covenants contained in this Deed shall be construed as covenants running with the land and not as conditions which might result in forfeiture of title, and shall be binding upon Grantee, its heirs, successors and assigns to the Site, whether their interest shall be fee, easement, leasehold, beneficial or otherwise. The foregoing covenants shall remain in effect in perpetuity.



IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on its behalf by its officers or agents hereunto as of the ____ day of _____, 2011.

“GRANTOR”

CARSON REDEVELOPMENT AGENCY
a public body, corporate and politic

By: _____
Jim Dear
Agency Chairman

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
William W. Wynder, Esq.
Agency Counsel

APPROVED AS TO CONTENT:

By: _____
Clifford W. Graves
Interim Executive Director

COUNTERSIGNED:

By: _____
Its: _____



CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the grant deed dated on or about _____, 2011 from the Carson Redevelopment Agency to the Carson Housing Authority is hereby accepted by the undersigned officer on behalf of the Carson Housing Authority pursuant to authority conferred by the Authority Board of the Carson Housing Authority pursuant to the Amended and Restated Transfer Agreement for the Transfer of Certain Properties Owned by the Carson Redevelopment Agency to the Carson Housing Authority to act as the Agent of the Agency in the Disposition and Redevelopment of Said Properties Pursuant to California Redevelopment Law, which agreement was approved on April 19, 2011, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2011

GRANTEE:

CARSON HOUSING AUTHORITY,
a public body

By: _____
Authority Chairperson Jim Dear

ATTEST:

Authority Secretary Helen S. Kawagoe



STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 20__, 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 _____
(Seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

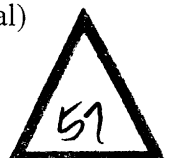
On _____, 20__, before me, _____, a
Notary Public, personally appeared _____, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), 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 _____

(Seal)



Attachment 1

Legal Description

THE NORTH 140 FEET OF THE EASTERLY 60 FEET OF THE WESTERLY 240 FEET OF
LOT 53, OF TRACT NO. 2982, AS PER MAP RECORDED IN BOOK 35 PAGE 31 OF MAPS, IN
THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.



EXHIBIT "B"

GRANT DEED

FREE RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

CARSON HOUSING AUTHORITY
701 East Carson Street
Carson, CA 90745-2257
(310) 830-7600
Attn: Executive Director

(Space Above Line for Recorder's Use Only)
Exempt from filing Fees per Govt. Code § 27383

GRANT DEED

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the CARSON REDEVELOPMENT AGENCY, a public body, corporate and politic, acting under the Community Redevelopment Law of the State of California, herein called "Grantor," hereby grants to the CARSON HOUSING AUTHORITY, a public body, herein called "Grantee," the real property referred to as Assessor's Parcel No. 7335-010-905, 907, 908 hereinafter referred to as the "Site," in the City of Carson, County of Los Angeles, State of California, more particularly described in Attachment No. 1 attached hereto and incorporated herein by this reference.

As conditions of this conveyance, the Grantee covenants by and for itself and any successors-in-interest for the benefit of Grantor as follows:

1. Non-Discrimination.

Grantee covenants that there shall be no discrimination against, or segregation of, any persons, or group of persons, on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the rental, sale, lease, sublease, transfer, use, occupancy, or enjoyment of the Site, or any portion thereof, nor shall Grantee, or any person claiming under or through Grantee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of purchasers, tenants, lessees, subtenants, sublessees, or vendees of the Site or any portion thereof. The nondiscrimination and nonsegregation covenants contained herein shall remain in effect in perpetuity.



2. Form of Nondiscrimination Clauses in Agreements.

Grantee shall refrain from restricting the rental, sale, or lease of any portion of the Site on the basis of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin of any person. All such deeds, leases, or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) **Deeds**: In deeds the following language shall appear: "The grantee herein covenants by and for itself, himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin 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 such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed."

(b) **Leases**: In leases the following language shall appear: "The lessee herein covenants by and for itself, himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: "that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the leasing, subleasing, renting, transferring, use, occupancy, tenure, or enjoyment of the land 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 land herein leased."

(c) **Contracts**: In contracts the following language shall appear: "The transferee herein covenants by and for itself, 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: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the sale, lease, rental, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the land."

3. Covenants to Run With the Land.

The covenants contained in this Deed shall be construed as covenants running with the land and not as conditions which might result in forfeiture of title, and shall be binding upon Grantee, its heirs, successors and assigns to the Site, whether their interest shall be fee, easement, leasehold, beneficial or otherwise. The foregoing covenants shall remain in effect in perpetuity.



IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on its behalf by its officers or agents hereunto as of the ____ day of _____, 2011.

"GRANTOR"

CARSON REDEVELOPMENT AGENCY
a public body, corporate and politic

By: _____
Jim Dear
Agency Chairman

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
William W. Wynder, Esq.
Agency Counsel

APPROVED AS TO CONTENT:

By: _____
Clifford W. Graves
Interim Executive Director

COUNTERSIGNED:

By: _____
Its: _____



CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the grant deed dated on or about _____, 2011 from the Carson Redevelopment Agency to the Carson Housing Authority is hereby accepted by the undersigned officer on behalf of the Carson Housing Authority pursuant to authority conferred by the Authority Board of the Carson Housing Authority pursuant to the Amended and Restated Transfer Agreement for the Transfer of Certain Properties Owned by the Carson Redevelopment Agency to the Carson Housing Authority to act as the Agent of the Agency in the Disposition and Redevelopment of Said Properties Pursuant to California Redevelopment Law, which agreement was approved on April 19, 2011, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2011

GRANTEE:

CARSON HOUSING AUTHORITY,
a public body

By: _____
Authority Chairperson Jim Dear

ATTEST:

Authority Secretary Helen S. Kawagoe



STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 20__, 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 _____
(Seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 20__, 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 _____

(Seal)



Attachment 1

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

PARCEL 1: (APN: 7335-010-908)

THOSE PORTIONS OF LOTS 53 AND 54, TRACT NO 2982, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER THE MAP FILED IN BOOK 35, PAGE 31 OF MAPS, IN OFFICE OF COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF SAID LOT 54 WITH THE SOUTHERLY LINE OF THE NORTH 20 FEET OF SAID LOTS 53 AND 54, THENCE ALONG SAID SOUTHERLY LINE SOUTH 89° 40' 35" WEST 345.61 FEET, THENCE LEAVING SAID SOUTHERLY LINE SOUTH 00° 14' 25" EAST 136.29 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 123.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE 68.25 FEET THROUGH A CENTRAL ANGLE OF 31° 47' 24" TO THE BEGINNING OF A REVERSE CURVE CONCAVE WESTERLY HAVING RADIUS OF 85.50 FEET TO WHICH A RADIAL LINE TO SAID CURVE BEARS NORTH 58° 02' 42" EAST; THENCE SOUTHERLY ALONG SAID CURVE 36.68 FEET THROUGH CENTRAL ANGLE OF 24° 34' 54"; THENCE SOUTH 89° 40' 19" WEST 18.00 FEET; THENCE SOUTH 00° 19' 41" EAST 132.00 FEET; THENCE NORTH 89° 40' 19" EAST 18.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING RADIUS OF 124.50 FEET, A RADIAL LINE TO SAID CURVE BEARS SOUTH 88° 04' 54" WEST; THENCE SOUTHEASTERLY ALONG SAID CURVE 38.76 FEET THROUGH A CENTRAL ANGLE OF 17° 50' 15"; THENCE ALONG A RADIAL LINE TO SAID CURVE SOUTH 70° 14' 39" WEST 18.50 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 143.00 FEET, A RADIAL LINE TO SAID CURVE BEARS SOUTH 70° 14' 39" WEST; THENCE SOUTHEASTERLY ALONG SAID CURVE 109.55 FEET THROUGH A CENTRAL ANGLE OF 43° 53' 32"; THENCE ALONG A RADIAL LINE TO SAID CURVE NORTH 26° 21' 07" EAST 18.50 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 124.50 FEET, A RADIAL LINE TO SAID CURVE BEARS SOUTH 26° 21' 07" WEST; THENCE EASTERLY ALONG SAID CURVE 57.87 FEET THROUGH A CENTRAL ANGLE OF 26° 37' 59"; THENCE NORTH 89° 43' 08" EAST 108.85 FEET; THENCE SOUTH 00° 16' 52" EAST 189.50 FEET TO THE SOUTHERLY LINE OF SAID LOT 54; THENCE ALONG SAID SOUTHERLY LINE NORTH 89° 43' 08" EAST 81.25 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 54; THENCE ALONG THE EASTERLY LINE OF SAID LOT 54 NORTH 00° 14' 17" WEST 678.12 FEET TO THE POINT OF BEGINNING.

SAID PARCEL ABOVE IS ALSO BEING MORE PARTICULARLY DESCRIBED AS PARCEL 1 OF NOTICE OF LOT LINE ADJUSTMENT NO. 205-06, RECORDED MARCH 05, 2008 AS INSTRUMENT NO. 20080380799, OF OFFICIAL RECORDS.

PARCEL 2: (APN(S): 7335-010-907, 7335-011-900)

THOSE PORTIONS OF LOTS 38, 53 AND 54, TRACT NO 2982, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER THE MAP FILED IN BOOK 35, PAGE 31 OF MAPS, IN OFFICE OF COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF SAID LOT 54 WITH THE SOUTHERLY LINE OF THE NORTH 20 FEET OF SAID LOTS 53 AND 54; THENCE ALONG SAID SOUTHERLY LINE SOUTH 89° 40' 35" WEST 345.61 FEET TO THE TRUE POINT OF BEGINNING, THENCE LEAVING SAID SOUTHERLY LINE SOUTH 00° 14' 25" EAST 136.29 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 123.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE 68.25 FEET THROUGH A CENTRAL ANGLE OF 31° 47' 24" TO THE BEGINNING OF A REVERSE CURVE CONCAVE WESTERLY HAVING RADIUS OF 85.50 FEET TO WHICH A RADIAL LINE TO SAID CURVE BEARS NORTH 58° 02' 42" EAST; THENCE SOUTHERLY ALONG SAID CURVE 36.68 FEET THROUGH CENTRAL ANGLE OF 24° 34' 54"; THENCE SOUTH 89° 40' 19" WEST 18.00 FEET, THENCE SOUTH 00° 19' 41" EAST 132.00 FEET; THENCE NORTH 89° 40' 19" EAST 18.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING RADIUS OF 124.50 FEET, A RADIAL LINE TO SAID CURVE BEARS SOUTH 88° 04' 54" WEST, THENCE SOUTHEASTERLY ALONG SAID CURVE 38.76 FEET THROUGH A CENTRAL ANGLE OF 17° 50' 15"; THENCE ALONG A RADIAL LINE TO SAID CURVE SOUTH 70° 14' 39" WEST 18.50 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 143.00 FEET, A RADIAL LINE TO SAID CURVE BEARS SOUTH 70° 14' 39" WEST;



Attachment No. 1 Continued

THENCE SOUTHEASTERLY ALONG SAID CURVE 109.55 FEET THROUGH A CENTRAL ANGLE OF 43° 53' 32"; THENCE ALONG A RADIAL LINE TO SAID CURVE NORTH 26° 21' 07" EAST 18.50 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 124.50 FEET, A RADIAL LINE TO SAID CURVE BEARS SOUTH 26° 21' 07" WEST, THENCE EASTERLY ALONG SAID CURVE 57.87 FEET THROUGH A CENTRAL ANGLE OF 26° 37' 59"; THENCE NORTH 89° 43' 08" EAST 108.85 FEET; THENCE SOUTH 00° 16' 52" EAST 189.50 FEET TO THE SOUTHERLY LINE OF SAID LOT 54; THENCE ALONG SAID SOUTHERLY LINE SOUTH 89° 43' 08" WEST 248.83 FEET TO THE NORTHEAST CORNER OF SAID LOT 38; THENCE ALONG THE EASTERLY LINE OF SAID LOT 38 SOUTH 00° 14' 25" EAST 66.00 FEET TO THE SOUTHERLY LINE OF THE NORTHERLY 66.00 FEET OF SAID LOT 38; THENCE ALONG SAID SOUTHERLY LINE SOUTH 89° 43' 08" WEST 317.64 FEET TO THE WESTERLY LINE OF THE EASTERLY ONE-HALF OF SAID LOT 38, THENCE ALONG SAID WESTERLY LINE NORTH 00° 13' 59" WEST 66.00 FEET TO THE SOUTHERLY LINE OF SAID LOT 53; THENCE ALONG SAID SOUTHERLY LINE NORTH 89° 43' 08" EAST 67.49 FEET TO THE WESTERLY LINE OF THE EASTERLY 100.00 FEET OF THE WESTERLY 180.00 FEET OF SAID LOT 53; THENCE ALONG SAID WESTERLY LINE NORTH 00° 13' 59" WEST 522.54 FEET TO THE NORTHERLY LINE OF THE SOUTHERLY 522.54 FEET OF SAID LOT 53; THENCE ALONG SAID NORTHERLY LINE NORTH 89° 43' 08" EAST 100.07 FEET TO THE EASTERLY LINE OF THE WESTERLY 180 FEET OF SAID LOT 53; THENCE ALONG SAID EASTERLY LINE NORTH 00° 14' 25" WEST 35.23 FEET TO THE SOUTHERLY LINE OF THE NORTHERLY 140 FEET OF SAID LOT 53; THENCE ALONG SAID SOUTHERLY LINE NORTH 89° 40' 35" EAST 60.00 FEET TO A LINE 60.00 FEET EASTERLY AND PARALLEL WITH THE EASTERLY LINE OF THE WESTERLY 180.00 FEET OF SAID LOT 53; THENCE ALONG SAID PARALLEL LINE NORTH 00° 14' 25" WEST 120.00 FEET TO THE SOUTHERLY LINE OF NORTH 20 FEET OF SAID LOT 53; THENCE ALONG SAID SOUTHERLY LINE NORTH 89° 40' 35" EAST 74.50 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL ABOVE IS ALSO BEING MORE PARTICULARLY DESCRIBED AS PARCEL 2 OF NOTICE OF LOT LINE ADJUSTMENT NO. 205-06, RECORDED MARCH 05, 2008 AS INSTRUMENT NO. 20080380799, OF OFFICIAL RECORDS.

PARCEL 3: (APN: 7335-010-905)

THE EAST 100 FEET OF THE WEST 180 FEET OF LOT 53 OF TRACT NO. 2982, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 35, PAGE 31 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE SOUTH 522.53 FEET THEREOF.

PARCEL 4: (APN: 7335-010-904)

THE NORTH 140 FEET OF THE EASTERLY 60 FEET OF THE WESTERLY 240 FEET OF LOT 53, OF TRACT NO. 2982, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 35, PAGE 31 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.



EXHIBIT "B"

GRANT DEED

FREE RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

CARSON HOUSING AUTHORITY
701 East Carson Street
Carson, CA 90745-2257
(310) 830-7600
Attn: Executive Director

(Space Above Line for Recorder's Use Only)
Exempt from filing Fees per Govt. Code § 27383

GRANT DEED

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the CARSON REDEVELOPMENT AGENCY, a public body, corporate and politic, acting under the Community Redevelopment Law of the State of California, herein called "Grantor," hereby grants to the CARSON HOUSING AUTHORITY, a public body, herein called "Grantee," the real property referred to as Assessor's Parcel No. 7308-002-900, hereinafter referred to as the "Site," in the City of Carson, County of Los Angeles, State of California, more particularly described in Attachment No. 1 attached hereto and incorporated herein by this reference.

As conditions of this conveyance, the Grantee covenants by and for itself and any successors-in-interest for the benefit of Grantor as follows:

1. Non-Discrimination.

Grantee covenants that there shall be no discrimination against, or segregation of, any persons, or group of persons, on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the rental, sale, lease, sublease, transfer, use, occupancy, or enjoyment of the Site, or any portion thereof, nor shall Grantee, or any person claiming under or through Grantee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of purchasers, tenants, lessees, subtenants, sublessees, or vendees of the Site or any portion thereof. The nondiscrimination and nonsegregation covenants contained herein shall remain in effect in perpetuity.



2. Form of Nondiscrimination Clauses in Agreements.

Grantee shall refrain from restricting the rental, sale, or lease of any portion of the Site on the basis of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin of any person. All such deeds, leases, or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) **Deeds**: In deeds the following language shall appear: "The grantee herein covenants by and for itself, himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin 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 such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed."

(b) **Leases**: In leases the following language shall appear: "The lessee herein covenants by and for itself, himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: "that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the leasing, subleasing, renting, transferring, use, occupancy, tenure, or enjoyment of the land 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 land herein leased."

(c) **Contracts**: In contracts the following language shall appear: "The transferee herein covenants by and for itself, 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: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the sale, lease, rental, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the land."

3. Covenants to Run With the Land.

The covenants contained in this Deed shall be construed as covenants running with the land and not as conditions which might result in forfeiture of title, and shall be binding upon Grantee, its heirs, successors and assigns to the Site, whether their interest shall be fee, easement, leasehold, beneficial or otherwise. The foregoing covenants shall remain in effect in perpetuity.



IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on its behalf by its officers or agents hereunto as of the ____ day of _____, 2011.

"GRANTOR"

CARSON REDEVELOPMENT AGENCY
a public body, corporate and politic

By: _____
Jim Dear
Agency Chairman

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
William W. Wynder, Esq.
Agency Counsel

APPROVED AS TO CONTENT:

By: _____
Clifford W. Graves
Interim Executive Director

COUNTERSIGNED:

By: _____
Its: _____



CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the grant deed dated on or about _____, 2011 from the Carson Redevelopment Agency to the Carson Housing Authority is hereby accepted by the undersigned officer on behalf of the Carson Housing Authority pursuant to authority conferred by the Authority Board of the Carson Housing Authority pursuant to the Amended and Restated Transfer Agreement for the Transfer of Certain Properties Owned by the Carson Redevelopment Agency to the Carson Housing Authority to act as the Agent of the Agency in the Disposition and Redevelopment of Said Properties Pursuant to California Redevelopment Law, which agreement was approved on April 19, 2011, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2011

GRANTEE:

CARSON HOUSING AUTHORITY,
a public body

By: _____
Authority Chairperson Jim Dear

ATTEST:

Authority Secretary Helen S. Kawagoe



STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 20__, 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 _____
(Seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 20__, 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 _____
(Seal)



Attachment 1

Legal Description

LOTS 1042, 1043, 1044 AND 1045 OF TRACT 7644, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 84, PAGES 47 AND 48 OF MAPS, IN THE OFFICE OF THE RECORDER OF SAID COUNTY.



EXHIBIT "B"

GRANT DEED

FREE RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

CARSON HOUSING AUTHORITY
701 East Carson Street
Carson, CA 90745-2257
(310) 830-7600
Attn: Executive Director

(Space Above Line for Recorder's Use Only)
Exempt from filing Fees per Govt. Code § 27383

GRANT DEED

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the CARSON REDEVELOPMENT AGENCY, a public body, corporate and politic, acting under the Community Redevelopment Law of the State of California, herein called "Grantor," hereby grants to the CARSON HOUSING AUTHORITY, a public body, herein called "Grantee," the real property referred to as Assessor's Parcel No. 7308-002-034, hereinafter referred to as the "Site," in the City of Carson, County of Los Angeles, State of California, more particularly described in Attachment No. 1 attached hereto and incorporated herein by this reference.

As conditions of this conveyance, the Grantee covenants by and for itself and any successors-in-interest for the benefit of Grantor as follows:

1. Non-Discrimination.

Grantee covenants that there shall be no discrimination against, or segregation of, any persons, or group of persons, on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the rental, sale, lease, sublease, transfer, use, occupancy, or enjoyment of the Site, or any portion thereof, nor shall Grantee, or any person claiming under or through Grantee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of purchasers, tenants, lessees, subtenants, sublessees, or vendees of the Site or any portion thereof. The nondiscrimination and nonsegregation covenants contained herein shall remain in effect in perpetuity.



2. Form of Nondiscrimination Clauses in Agreements.

Grantee shall refrain from restricting the rental, sale, or lease of any portion of the Site on the basis of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin of any person. All such deeds, leases, or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) **Deeds**: In deeds the following language shall appear: "The grantee herein covenants by and for itself, himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin 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 such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed."

(b) **Leases**: In leases the following language shall appear: "The lessee herein covenants by and for itself, himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: "that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the leasing, subleasing, renting, transferring, use, occupancy, tenure, or enjoyment of the land 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 land herein leased."

(c) **Contracts**: In contracts the following language shall appear: "The transferee herein covenants by and for itself, 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: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the sale, lease, rental, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the land."

3. Covenants to Run With the Land.

The covenants contained in this Deed shall be construed as covenants running with the land and not as conditions which might result in forfeiture of title, and shall be binding upon Grantee, its heirs, successors and assigns to the Site, whether their interest shall be fee, easement, leasehold, beneficial or otherwise. The foregoing covenants shall remain in effect in perpetuity.



IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on its behalf by its officers or agents hereunto as of the ____ day of _____, 2011.

"GRANTOR"

CARSON REDEVELOPMENT AGENCY
a public body, corporate and politic

By: _____
Jim Dear
Agency Chairman

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
William W. Wynder, Esq.
Agency Counsel

APPROVED AS TO CONTENT:

By: _____
Clifford W. Graves
Interim Executive Director

COUNTERSIGNED:

By: _____
Its: _____



CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the grant deed dated on or about _____, 2011 from the Carson Redevelopment Agency to the Carson Housing Authority is hereby accepted by the undersigned officer on behalf of the Carson Housing Authority pursuant to authority conferred by the Authority Board of the Carson Housing Authority pursuant to the Amended and Restated Transfer Agreement for the Transfer of Certain Properties Owned by the Carson Redevelopment Agency to the Carson Housing Authority to act as the Agent of the Agency in the Disposition and Redevelopment of Said Properties Pursuant to California Redevelopment Law, which agreement was approved on April 19, 2011, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2011

GRANTEE:

CARSON HOUSING AUTHORITY,
a public body

By: _____
Authority Chairperson Jim Dear

ATTEST:

Authority Secretary Helen S. Kawagoe



STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 20__, 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 _____
(Seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES).

On _____, 20__, 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 _____
(Seal)



Attachment 1

Legal Description

Lot 1129 of Tract 7644, in the City of Carson, County of Los Angeles, State of California, as per map recorded in Book 84, pages 48 of maps in the office of the County Recorder of said county

EXHIBIT "B"

GRANT DEED

FREE RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

CARSON HOUSING AUTHORITY
701 East Carson Street
Carson, CA 90745-2257
(310) 830-7600
Attn: Executive Director

(Space Above Line for Recorder's Use Only)
Exempt from filing Fees per Govt. Code § 27383

GRANT DEED

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the CARSON REDEVELOPMENT AGENCY, a public body, corporate and politic, acting under the Community Redevelopment Law of the State of California, herein called "Grantor," hereby grants to the CARSON HOUSING AUTHORITY, a public body, herein called "Grantee," the real property referred to as Assessor's Parcel No. 7308-002-901, hereinafter referred to as the "Site," in the City of Carson, County of Los Angeles, State of California, more particularly described in Attachment No. 1 attached hereto and incorporated herein by this reference.

As conditions of this conveyance, the Grantee covenants by and for itself and any successors-in-interest for the benefit of Grantor as follows:

1. Non-Discrimination.

Grantee covenants that there shall be no discrimination against, or segregation of, any persons, or group of persons, on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the rental, sale, lease, sublease, transfer, use, occupancy, or enjoyment of the Site, or any portion thereof, nor shall Grantee, or any person claiming under or through Grantee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of purchasers, tenants, lessees, subtenants, sublessees, or vendees of the Site or any portion thereof. The nondiscrimination and nonsegregation covenants contained herein shall remain in effect in perpetuity.



2. Form of Nondiscrimination Clauses in Agreements.

Grantee shall refrain from restricting the rental, sale, or lease of any portion of the Site on the basis of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin of any person. All such deeds, leases, or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

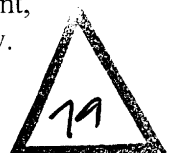
(a) **Deeds:** In deeds the following language shall appear: "The grantee herein covenants by and for itself, himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin 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 such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed."

(b) **Leases:** In leases the following language shall appear: "The lessee herein covenants by and for itself, himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: "that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the leasing, subleasing, renting, transferring, use, occupancy, tenure, or enjoyment of the land 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 land herein leased."

(c) **Contracts:** In contracts the following language shall appear: "The transferee herein covenants by and for itself, 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: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the sale, lease, rental, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the land."

3. Covenants to Run With the Land.

The covenants contained in this Deed shall be construed as covenants running with the land and not as conditions which might result in forfeiture of title, and shall be binding upon Grantee, its heirs, successors and assigns to the Site, whether their interest shall be fee, easement, leasehold, beneficial or otherwise. The foregoing covenants shall remain in effect in perpetuity.



IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on its behalf by its officers or agents hereunto as of the ____ day of _____, 2011.

"GRANTOR"

CARSON REDEVELOPMENT AGENCY
a public body, corporate and politic

By: _____
Jim Dear
Agency Chairman

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
William W. Wynder, Esq.
Agency Counsel

APPROVED AS TO CONTENT:

By: _____
Clifford W. Graves
Interim Executive Director

COUNTERSIGNED:

By: _____
Its: _____



CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the grant deed dated on or about _____, 2011 from the Carson Redevelopment Agency to the Carson Housing Authority is hereby accepted by the undersigned officer on behalf of the Carson Housing Authority pursuant to authority conferred by the Authority Board of the Carson Housing Authority pursuant to the Amended and Restated Transfer Agreement for the Transfer of Certain Properties Owned by the Carson Redevelopment Agency to the Carson Housing Authority to act as the Agent of the Agency in the Disposition and Redevelopment of Said Properties Pursuant to California Redevelopment Law, which agreement was approved on April 19, 2011, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2011

GRANTEE:

CARSON HOUSING AUTHORITY,
a public body

By: _____
Authority Chairperson Jim Dear

ATTEST:

Authority Secretary Helen S. Kawagoe



STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 20__, 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 _____
(Seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 20__, 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 _____

(Seal)



Attachment 1

Legal Description

LOTS 1130 AND 1131 OF TRACT 7644 IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 84 PAGE 48 OF MAPS IN THE OFFICE OF THE RECORDER OF SAID COUNTY.



EXHIBIT "B"

GRANT DEED

FREE RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

CARSON HOUSING AUTHORITY
701 East Carson Street
Carson, CA 90745-2257
(310) 830-7600
Attn: Executive Director

(Space Above Line for Recorder's Use Only)
Exempt from filing Fees per Govt. Code § 27383

GRANT DEED

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the CARSON REDEVELOPMENT AGENCY, a public body, corporate and politic, acting under the Community Redevelopment Law of the State of California, herein called "Grantor," hereby grants to the CARSON HOUSING AUTHORITY, a public body, herein called "Grantee," the real property referred to as Assessor's Parcel No. 7308-002-902, hereinafter referred to as the "Site," in the City of Carson, County of Los Angeles, State of California, more particularly described in Attachment No. 1 attached hereto and incorporated herein by this reference.

As conditions of this conveyance, the Grantee covenants by and for itself and any successors-in-interest for the benefit of Grantor as follows:

1. Non-Discrimination.

Grantee covenants that there shall be no discrimination against, or segregation of, any persons, or group of persons, on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the rental, sale, lease, sublease, transfer, use, occupancy, or enjoyment of the Site, or any portion thereof, nor shall Grantee, or any person claiming under or through Grantee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of purchasers, tenants, lessees, subtenants, sublessees, or vendees of the Site or any portion thereof. The nondiscrimination and nonsegregation covenants contained herein shall remain in effect in perpetuity.



2. Form of Nondiscrimination Clauses in Agreements.

Grantee shall refrain from restricting the rental, sale, or lease of any portion of the Site on the basis of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin of any person. All such deeds, leases, or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) **Deeds**: In deeds the following language shall appear: "The grantee herein covenants by and for itself, himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin 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 such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed."

(b) **Leases**: In leases the following language shall appear: "The lessee herein covenants by and for itself, himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: "that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the leasing, subleasing, renting, transferring, use, occupancy, tenure, or enjoyment of the land 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 land herein leased."

(c) **Contracts**: In contracts the following language shall appear: "The transferee herein covenants by and for itself, 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: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the sale, lease, rental, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the land."

3. Covenants to Run With the Land.

The covenants contained in this Deed shall be construed as covenants running with the land and not as conditions which might result in forfeiture of title, and shall be binding upon Grantee, its heirs, successors and assigns to the Site, whether their interest shall be fee, easement, leasehold, beneficial or otherwise. The foregoing covenants shall remain in effect in perpetuity.



IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on its behalf by its officers or agents hereunto as of the ____ day of _____, 2011.

“GRANTOR”

CARSON REDEVELOPMENT AGENCY
a public body, corporate and politic

By: _____
Jim Dear
Agency Chairman

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
William W. Wynder, Esq.
Agency Counsel

APPROVED AS TO CONTENT:

By: _____
Clifford W. Graves
Interim Executive Director

COUNTERSIGNED:

By: _____
Its: _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the grant deed dated on or about _____, 2011 from the Carson Redevelopment Agency to the Carson Housing Authority is hereby accepted by the undersigned officer on behalf of the Carson Housing Authority pursuant to authority conferred by the Authority Board of the Carson Housing Authority pursuant to the Amended and Restated Transfer Agreement for the Transfer of Certain Properties Owned by the Carson Redevelopment Agency to the Carson Housing Authority to act as the Agent of the Agency in the Disposition and Redevelopment of Said Properties Pursuant to California Redevelopment Law, which agreement was approved on April 19, 2011, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2011

GRANTEE:

CARSON HOUSING AUTHORITY,
a public body

By: _____
Authority Chairperson Jim Dear

ATTEST:

Authority Secretary Helen S. Kawagoe

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 20__, 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 _____
(Seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 20__, 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 _____

(Seal)



Attachment 1

Legal Description

LOTS 1132 AND 1133 OF TRACT 7644, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 84 PAGES 47 AND 48 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.



EXHIBIT "B"

GRANT DEED

FREE RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

CARSON HOUSING AUTHORITY
701 East Carson Street
Carson, CA 90745-2257
(310) 830-7600
Attn: Executive Director

(Space Above Line for Recorder's Use Only)
Exempt from filing Fees per Govt. Code § 27383

GRANT DEED

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the CARSON REDEVELOPMENT AGENCY, a public body, corporate and politic, acting under the Community Redevelopment Law of the State of California, herein called "Grantor," hereby grants to the CARSON HOUSING AUTHORITY, a public body, herein called "Grantee," the real property referred to as Assessor's Parcel No. 7316-009-902, 903, 904, 905, 906, 907, 908, 909, hereinafter referred to as the "Site," in the City of Carson, County of Los Angeles, State of California, more particularly described in Attachment No. 1 attached hereto and incorporated herein by this reference.

As conditions of this conveyance, the Grantee covenants by and for itself and any successors-in-interest for the benefit of Grantor as follows:

1. Non-Discrimination.

Grantee covenants that there shall be no discrimination against, or segregation of, any persons, or group of persons, on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the rental, sale, lease, sublease, transfer, use, occupancy, or enjoyment of the Site, or any portion thereof, nor shall Grantee, or any person claiming under or through Grantee, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of purchasers, tenants, lessees, subtenants, sublessees, or vendees of the Site or any portion thereof. The nondiscrimination and nonsegregation covenants contained herein shall remain in effect in perpetuity.



2. Form of Nondiscrimination Clauses in Agreements.

Grantee shall refrain from restricting the rental, sale, or lease of any portion of the Site on the basis of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin of any person. All such deeds, leases, or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

(a) **Deeds:** In deeds the following language shall appear: "The grantee herein covenants by and for itself, himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin 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 such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed."

(b) **Leases:** In leases the following language shall appear: "The lessee herein covenants by and for itself, himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: "that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the leasing, subleasing, renting, transferring, use, occupancy, tenure, or enjoyment of the land 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 land herein leased."

(c) **Contracts:** In contracts the following language shall appear: "The transferee herein covenants by and for itself, 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: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the sale, lease, rental, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the land."

3. Covenants to Run With the Land.

The covenants contained in this Deed shall be construed as covenants running with the land and not as conditions which might result in forfeiture of title, and shall be binding upon Grantee, its heirs, successors and assigns to the Site, whether their interest shall be fee, easement, leasehold, beneficial or otherwise. The foregoing covenants shall remain in effect in perpetuity.



IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on its behalf by its officers or agents hereunto as of the ____ day of _____, 2011.

"GRANTOR"

CARSON REDEVELOPMENT AGENCY
a public body, corporate and politic

By: _____
Jim Dear
Agency Chairman

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
William W. Wynder, Esq.
Agency Counsel

APPROVED AS TO CONTENT:

By: _____
Clifford W. Graves
Interim Executive Director

COUNTERSIGNED:

By: _____
Its: _____



CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the grant deed dated on or about _____, 2011 from the Carson Redevelopment Agency to the Carson Housing Authority is hereby accepted by the undersigned officer on behalf of the Carson Housing Authority pursuant to authority conferred by the Authority Board of the Carson Housing Authority pursuant to the Amended and Restated Transfer Agreement for the Transfer of Certain Properties Owned by the Carson Redevelopment Agency to the Carson Housing Authority to act as the Agent of the Agency in the Disposition and Redevelopment of Said Properties Pursuant to California Redevelopment Law, which agreement was approved on April 19, 2011, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2011

GRANTEE:

CARSON HOUSING AUTHORITY,
a public body

By: _____
Authority Chairperson Jim Dear

ATTEST:

Authority Secretary Helen S. Kawagoe



STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 20__, 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 _____
(Seal)

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

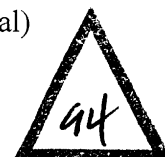
On _____, 20__, before me, _____, a
Notary Public, personally appeared _____, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), 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 _____

(Seal)



Attachment 1

Legal Description

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

PARCEL 1:

PARCEL1-A: (Assessor's Parcel No.: 7316-010-918)

LOTS 906, 907, 908, 909 AND 910 OF TRACT 6720, IN THE CITY OF CARSON, AS PER MAP RECORDED IN BOOK 71, PAGE(S) 79 AND 80 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION OF SAID LAND CONVEYED TO THE CITY OF CARSON, A MUNICIPAL CORPORATION AND CHARTER CITY UNDER THE LAWS OF THE STATE OF CALIFORNIA BY CORRECTIVE GRANT DEED RECORDED JULY 9, 2009 AS INSTRUMENT NO. 2009-1032930 OF OFFICIAL RECORDS.

PARCEL 1-B: (Assessor's Parcel No.: 7316-010-919)

LOT 911 OF TRACT 6720, IN THE CITY OF CARSON, AS PER MAP RECORDED IN BOOK 71, PAGE(S) 79 AND 80 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION OF SAID LAND CONVEYED TO THE CITY OF CARSON, A MUNICIPAL CORPORATION AND CHARTER CITY UNDER THE LAWS OF THE STATE OF CALIFORNIA BY CORRECTIVE GRANT DEED RECORDED JULY 9, 2009 AS INSTRUMENT NO. 2009-1032930 OF OFFICIAL RECORDS.

PARCEL 1-C: (Assessor's Parcel No.: 7316-010-920 and 921)

LOTS 912 AND 913 OF TRACT 6720, IN THE CITY OF CARSON, AS PER MAP RECORDED IN BOOK 71, PAGE(S) 79 AND 80 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION OF SAID LAND CONVEYED TO THE CITY OF CARSON, A MUNICIPAL CORPORATION AND CHARTER CITY UNDER THE LAWS OF THE STATE OF CALIFORNIA BY CORRECTIVE GRANT DEED RECORDED JULY 9, 2009 AS INSTRUMENT NO. 2009-1032930 OF OFFICIAL RECORDS.

PARCEL1-D: (Assessor's Parcel No.: 7316-010-922)

LOT 914 OF TRACT 6720, IN THE CITY OF CARSON, AS PER MAP RECORDED IN BOOK 71, PAGE(S) 79 AND 80 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION OF SAID LAND CONVEYED TO THE CITY OF CARSON, A MUNICIPAL CORPORATION AND CHARTER CITY UNDER THE LAWS OF THE STATE OF CALIFORNIA BY CORRECTIVE GRANT DEED RECORDED JULY 9, 2009 AS INSTRUMENT NO. 2009-1032930 OF OFFICIAL RECORDS.

PARCEL1-E: (Assessor's Parcel No.: 7316-010-923)

LOT 915 OF TRACT 6720, IN THE CITY OF CARSON, AS PER MAP RECORDED IN BOOK 71, PAGE(S) 79 AND 80 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION OF SAID LAND CONVEYED TO THE CITY OF CARSON, A MUNICIPAL CORPORATION AND CHARTER CITY UNDER THE LAWS OF THE STATE OF CALIFORNIA BY CORRECTIVE GRANT DEED RECORDED JULY 9, 2009 AS INSTRUMENT NO. 2009-1032930 OF OFFICIAL RECORDS.

PARCEL 2: (Assessor's Parcel No.: 7316-010-924 and 7316-009-902)

LOTS 916, 917 AND 918 OF TRACT 6720, IN THE CITY OF CARSON, AS PER MAP RECORDED IN BOOK 71, PAGE(S) 79 AND 80 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA.



Attachment No. 1 Continued

EXCEPTING THEREFROM BY THE DEED RECORDED SEPTEMBER 11, 1992, AS INSTRUMENT NO. 92-1700996, OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

THOSE PORTIONS OF LOTS 916 AND 917 OF TRACT 6720, IN THE CITY OF CARSON, AS PER MAP RECORDED IN BOOK 71, PAGE(S) 79 AND 80 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA, WITHIN A STRIP OF LAND 76 FEET WIDE LYING 38 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF CARSON STREET, AS SAID LAST MENTIONED CENTERLINE IS SHOWN ON MAP OF TRACT NO. 11900, FILED IN BOOK 256, PAGE 7 OF SAID MAPS, WITH THE CENTERLINE OF BATAAN AVENUE, AS SAID LAST MENTIONED CENTERLINE IS SHOWN ON SAID LAST MENTIONED MAP; THENCE SOUTH $0^{\circ} 10' 14''$ EAST ALONG SAID LAST MENTIONED CENTERLINE 8.48 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH $89^{\circ} 46' 43''$ 20.18 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 500 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $18^{\circ} 08' 25''$ A DISTANCE OF 158.30 FEET.

PARCEL 3: (Assessor's Parcel No.: 7316-009-903 to 906, inclusive)

LOTS 919, 920, 921 AND 922 OF TRACT 6720, IN THE CITY OF CARSON, AS PER MAP RECORDED IN BOOK 71, PAGE(S) 79 AND 80 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA.

PARCEL 4:

PARCEL 4-A: (Assessor's Parcel No.: 7316-009-907 and 908)

LOTS 923 AND 924 OF TRACT 6720, IN THE CITY OF CARSON, AS PER MAP RECORDED IN BOOK 71, PAGE(S) 79 AND 80 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA, SUBJECT TO RESTRICTIONS, RESERVATIONS AND ENCUMBRANCES IF ANY OF RECORD.

PARCEL 4-B: (Assessor's Parcel No.: 7316-009-909)

LOT 925 OF TRACT 6720, IN THE CITY OF CARSON, AS PER MAP RECORDED IN BOOK 71, PAGE(S) 79 AND 80 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA.



EXHIBIT "C"

LIST OF HOUSING PROGRAMS

PROGRAMS

First Time Homebuyer Program

The First Time Homebuyer Program provides down payment assistance to moderate income families to secure reasonable financing towards the purchase of a new or existing home. It is designed to assist income-qualified households to purchase a home within the city of Carson. Eligible properties include single-family detached homes, condominiums and townhomes.

The maximum assistance per household is \$75,000. The loan term is 45 years with a zero interest rate and no payments. It is secured by a deed of trust and is payable upon sale, transfer or default. The Agency has planned to make 10 loans per year for the foreseeable future. This will require an annual budget of \$750,000 for the program. The historic expenditures for the program are identified on Attachment 1 to this Exhibit "C."

Neighborhood Pride Home Improvement Program

The Neighborhood Pride Program was developed to encourage qualified applicants to improve their property and thus upgrade and preserve the city's residential housing stock. The dwelling must be owner-occupied. Homeowners can obtain deferred, low-interest loans or grants. Loans accrue interest at 3% and require no monthly payments and the loan amount is deferred until the property is sold. Grants for up to \$10,000 are made. Some of the items eligible for the program are: lead-based paint testing and abatement; roofing; broken windows and doors; exterior paint and stucco; faulty wiring; plumbing; and other life-safety items. The annual budget for the program is \$200,000. The historic expenditures for the program are identified on Attachment 2 to this Exhibit "C."



Carson Redevelopment Agency
Low/Mod Housing Funds
First Time Homebuyer Loans Issue
FY 1999/00 thru 2010/11

FY 99/00				PA1	PA2		Total
					Low/Mod	Low/Mod	
FY 99/00	Sanchez	22121 Archibald Avenue	90745	PA2 LM	20,000	20,000	
	Huerta	21736 Grace Avenue, #C	90745	PA2 LM	20,000	20,000	
	Madrigal	2634 E. 218th Street	90810	PA2 LM	20,000	20,000	
				Sub-Total	60,000	60,000	
FY 00/01	Jimeno	22518 Catskill Avenue	90745	PA2 LM	20,000	20,000	
	Keller	13309 Colony Park Drive	90745	PA2 LM	20,000	20,000	
	Hernandez	2739 E. 220 Street	90810	PA2 LM	20,000	20,000	
	Ihenacho	824 E. Radbard Street	90746	PA2 LM	20,000	20,000	
	Del Rosario	22038 Grace Avenue	90745	PA2 LM	20,000	20,000	
	Canalita	844 E. Joel Street	90745	PA2 LM	20,000	20,000	
	Sandoval	314 E. 189th Street	90746	PA2 LM	20,000	20,000	
	Garcia	604 E. 220th Street, #5	90745	PA2 LM	20,000	20,000	
	Gardner	512 E. Realty Street	90755	PA2 LM	20,000	20,000	
	Hernandez	131 W. Clarion Drive	90745	PA2 LM	20,000	20,000	
	Stewart	2555 E. Washington Street	90810	PA2 LM	20,000	20,000	
	Castaneda	400 W. 223rd Street, #101	90745	PA2 LM	30,000	30,000	
	Viveros	2675 E. Monroe Street	90745	PA2 LM	25,850	25,850	
		2548 E. Monroe Street	90810	PA2 LM	25,850	25,850	
				Sub-Total	302,500	302,500	
	FY 01/02	Cancino/Gutierrez	24210 Island Avenue	90745	PA2 LM	25,850	25,850
		Robinson	803 E. Victoria Drive, #124	90746	PA2 LM	25,850	25,850
		Andrews	1511 E. 220th Street	90745	PA2 LM	25,600	25,600
		Candler	22931 Figueroa Street, #6	90745	PA2 LM	25,000	25,000
		Velazquez	18225 Bonhamb Avenue	90746	PA2 LM	25,850	25,850
		Gibson	1619 Gladwick Street	90746	PA2 LM	25,850	25,850
		Parish	400 W. 223rd Street, #105	90745	PA2 LM	25,850	25,850
		Martin	172 W. 226th Street	90745	PA2 LM	25,850	25,850
Pena		2670 E. Washington Street	90810	PA2 LM	25,850	25,850	
Ramirez		22716 Figueroa Street, #19	90745	PA2 LM	25,850	25,850	
Wright		1235 E. Carson Street, #10	90745	PA2 LM	25,850	25,850	
McDonald		22539 S. Figueroa Street, #303	90745	PA2 LM	25,850	25,850	
Flores		849 Victoria Street, #705	90745	PA2 LM	25,850	25,850	
Williams		2648 E. 221st Place	90810	PA2 LM	25,850	25,850	
Reyes		429 E. Lincoln Street	90745	PA2 LM	25,850	25,850	
Medrano		22301 S. Main Street, #30	90745	PA2 LM	25,850	25,850	
Saunders		18302 Wall Street	90745	PA2 LM	25,850	25,850	
Pol		23261 Carolldale Avenue	90745	PA1 LM	25,517	25,517	
Jacobo		1015 E. Spicer Street	90745	PA1 LM	25,580	25,580	
Hernandez		403 W. 232nd Place	90745	PA1 LM	25,850	25,850	
Alvarez		21903 S. McHelen Avenue	90810	PA1 LM	25,535	25,535	
Rose		18609 Wall Street	90746	PA1 LM	25,000	25,000	
		183 W. 223rd St.	90745	PA1 LM	25,000	25,000	

Cesena	Michael A. & Deborah M.	438 W. 234th Place	90745	PA1 LM	25,850	25,850
Revilla	Roman G. & Jennifer L.	23545 Maribel Avenue	90745	PA1 LM	25,100	25,100
Hayes	Belinda	410 W. 220th Street, #8	90745	PA1 LM	25,850	25,850
Rose loan (25,000) cancelled issued to Aquino					(25,000)	(25,000)
Aquino	Arlene	1229 E. Carson St., #1	90745		25,000	25,000
Aquino + additional \$850.00	Arlene	1229 E. Carson St., #1	90745	PA1 LM	850	850
Solis	Sarah D.	400 W. 223rd Street, #205	90745		25,850	25,850
Aquino loan (25,850) cancelled issued to China (23,750) and Mancera (2,100)					(25,850)	(25,850)
China	Christopher	2635 E. 220th Street	90745	PA1 LM	23,750	23,750
Mancera	Fernando	20924 Margaret Street	90745		2,100	2,100
Montijo	Angel E. & Zully A.	1057 Renton Street	90745	PA1 LM	23,750	23,750
Martinez	Francisco & Beatrice	2703 E. 219th Place	90810	PA1 LM	25,850	25,850
				Sub-Total	331,432	438,350
						769,782
FY 02/03						
Enriquez	Arsenio & Joan P.	21249 Figueroa Street, #10	90745	PA2 LM	25,850	25,850
Mendoza	Alicia & Melissa	434 E. Victoria Street	90745	PA2 LM	25,850	25,850
Ortega	Angela A. & Angela R.	18628 Wall Street	90746	PA2 LM	25,850	25,850
Perez	C. Perez A. & Veliz J.	2568 E. Van Buren Street	90745	PA1 LM	25,850	25,850
Escoto	Eduardo & Irma Gallegos	24119 Wilmington Avenue, #5	90745	PA1 LM	25,850	25,850
Flores	Victoria & Garcia, Katrina	443 E. Desford Street	90745	PA1 LM	25,850	25,850
Welch	Gilbert & Vida	21915 S. Embassy Avenue	90810	PA1 LM	25,850	25,850
Alcaraz	Amando & Maria C.	607 W. 216th Street	90745	PA1 LM	25,850	25,850
Gomez	Christian & Sylvia	469 E. 234th Walk	90745	PA1 LM	25,850	25,850
Feth	Timo	22103 S. Ravenna Avenue	90745	PA1 LM	25,800	25,800
				Sub-Total	180,900	259,450
					77,550	
FY 03/04						
Paguitan	Sonia	22539 S. Figueroa Street, #404	90745	PA2 LM	25,850	25,850
De La Torre	Carlos & Nadia	2652 E. 221 Street	90810	PA2 LM	20,850	20,850
Nava	Ivan & Norma	2586 E. 218th Street	90810	PA2 LM	25,850	25,850
Carter	Eric & Marisha L.	1222 E. Gladwick Street	90746	PA2 LM	25,850	25,850
Barrett	Thomas J.	2530 E. 219th Street	90810	PA2 LM	25,850	25,850
				Sub-Total	124,250	124,250
FY 04/05						
Kinney	Myra	1227 E. Carson Street, #2	90745	PA2 LM	50,000	50,000
Esquivias	Maria	1215 E. Carson Street, #21	90745	PA2 LM	50,000	50,000
Thigpen	Julio	1211 E. Carson Street, #3	90745	PA2 LM	50,000	50,000
Mosqueda	Grisel	213 E. Dominguez	90745	PA1 LM	50,000	50,000
Loya	David	23417 Maribel Avenue, #122	90745	PA1 LM	50,000	50,000
				Sub-Total	100,000	250,000
FY 05/06						
Small	Selena	23291 Maribel Avenue	90745	PA2 LM	100,000	100,000
				Sub-Total	100,000	100,000
FY 06/07						
Lira	Angelo & Angelica	23231 Miribel Avenue	90745	PA1 LM	100,000	100,000
Reed	Doris	2644 E. Washington Street	90810	PA1 LM	100,000	100,000
Suarez	Jamie	803 Victoria Street, #105	90746	PA1 LM	100,000	100,000
				Sub-Total	300,000	300,000
FY 07/08						
Newble	Nicole	20025 Broadacres Avenue	90746	PA2 LM	100,000	100,000



Arias	852 E. Pacific Street	90745	PA2 LM	67,000	67,000	67,000
Hernandez-Camargo	24516 Fries Avenue	90745	PA2 LM	150,000	150,000	150,000
Timbiques	22129 Kinard Avenue	90745	PA2 LM	150,000	150,000	150,000
			Sub-Total	467,000	467,000	467,000
FY 08/09						
Welty	Christopher & Candice	90745	PA2 LM	150,000	150,000	150,000
Lewis	Benjamin	90745	PA2 LM	140,000	140,000	140,000
Morales	Pedro	90810	PA2 LM	100,000	100,000	100,000
Mallo	Myron	90745	PA2 LM	147,000	147,000	147,000
Winston	Antonia	90745	PA2 LM	147,000	147,000	147,000
Foley	Barbara	90810	PA2 LM	135,000	135,000	135,000
Queen	Ecstasy	90746	PA2 LM	150,000	150,000	150,000
Boylard	Melanie	90745	PA2 LM	150,000	150,000	150,000
Manning	Paula	90745	PA2 LM	90,000	90,000	90,000
White	Shenika	90745	PA2 LM	150,000	150,000	150,000
Medina	Francisco & Sandra	90745	PA2 LM	150,000	150,000	150,000
Harvey	Patrice	90746	PA2 LM	81,000	81,000	81,000
Delgado	Ramon, Maribel Guzman	90810	PA2 LM	135,000	135,000	135,000
Gay	Melanie	90745	PA2 LM	148,350	148,350	148,350
Caldwell	Shareta	90745	PA2 LM	150,000	150,000	150,000
Mata	Yvette	90810	PA2 LM	128,000	128,000	128,000
Ochoa	Raphael	90745	PA1 LM	150,000	150,000	150,000
Sam	Jason & Jarina	90745	PA1 LM	115,000	115,000	115,000
Cervantes	Gilberto & Maria	90745	PA1 LM	150,000	150,000	150,000
Hanine	Abdelati	90745	PA1 LM	140,000	140,000	140,000
Bassett	Jamal	90745	PA1 LM	145,000	145,000	145,000
Martin	Yvonne	90745	PA1 LM	150,000	150,000	150,000
Fajardo	Rodney & Linda	90745	PA1 LM	150,000	150,000	150,000
Lofton	Vicent A.	90745	PA1 LM	150,000	150,000	150,000
Britt	Deborah	90810	PA1 LM	150,000	150,000	150,000
Jimenez	Jose	90746	PA1 LM	150,000	150,000	150,000
Garrido	Gilbert	90745	PA1 LM	109,000	109,000	109,000
Virzi	Katherine	90745	PA1 LM	150,000	150,000	150,000
Guzman	Octavio	90810	PA1 LM	150,000	150,000	150,000
Lard	LaChondra	90501	PA1 LM	150,000	150,000	150,000
Desmond	Reginald	90745	PA4 LM	100,000	100,000	100,000
Wallace	Martin	90745	PA4 LM	121,000	121,000	121,000
Fuentes	Mary	90745	PA4 LM	221,000	221,000	221,000
			Sub-Total	2,301,350	2,301,350	4,531,350
FY 09/10						
Bulosan	Zosimo	90745	PA2 LM	100,000	100,000	100,000
Ignacio	Regie	90745	PA2 LM	81,155	81,155	81,155
Perez	Dionisio	90745	PA1 LM	100,000	100,000	100,000
Ifeacho	John	90746	PA1 LM	100,000	100,000	100,000
Binion/Rousseau	Eric	90746	PA1 LM	82,801	82,801	82,801
Siler	Earl D.	90746	PA1 LM	100,000	100,000	100,000
Thompson	Paige	90746	PA1 LM	100,000	100,000	100,000
Vieyra	Claudia	90810	PA1 LM	100,000	100,000	100,000
Rincon	Jessica Guadalupe	90746	PA1 LM	55,678	55,678	55,678
Pascual	Donisia	90745	PA4 LM	100,000	100,000	100,000
Madrigal	Marcella M.	90810	PA4 LM	100,000	100,000	100,000



Espinosa	Patricia	12724 Grace Ave	90745	PA4 LM	638,479	181,155	80,150	80,150
				Sub-Total			280,150	1,099,784
FY 10/11								
Scott	Darral	337 E Bradenhall Dr	90746	PA1 LM	100,000			100,000
Cortez	Jeffrey	2667 E Washington St.	90810	PA1 LM	75,000			75,000
Martinez	Victoria	21243 Archibald Ave	90745	PA4 LM			75,000	75,000
				Sub-Total	175,000		75,000	250,000
				11-Year Total	3,734,811	4,202,155	576,150	8,513,116
				Less: FY 08/09	2,009,000	2,301,350	221,000	4,531,350
				10-Year Total	1,725,811	1,900,805	355,150	3,981,766
								10 Yr Avg
								398,177

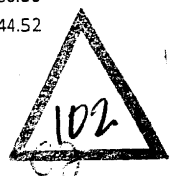
(Note: this 10-year average excludes FY 2008/09, which was considerably out of the norm and would serve to skew the average).



ATTACHMENT 2

Carson Redevelopment Agency
Low/Mod Housing Funds
Rehabilitation Grants Issued
FY 2000/01 thru 2010/11

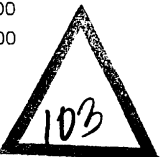
FY 00/01				PA 1	PA 2	Total
				Low/Mod	Low/Mod	
3370710962-6023	P15976	DORS, CLAIR REPAIR REIMB	05/15/01	419.10		419.10
3370710962-6074	G00578	SOS ENTERPRISES LOAN#/D HURLEY	08/03/00	8,085.00		8,085.00
3370710962-6074	G00567	ELITE CONSTRUCT LOAN#28/I AMAD	08/14/00	9,865.00		9,865.00
3370710962-6074	L9910102-2	SOS ENTERPRISES LOAN#32/D HURL	08/17/00	8,065.00		8,065.00
3370710962-6074	G00578	SOS ENTERPRISES LOAN #32/D HUR	10/19/00	1,795.00		1,795.00
3370710978-6074	G00567	ELITE CONSTRUCT LOAN #28/I. AM	07/24/00	12,500.00		12,500.00
3370710978-6074	G00592	ARVCO CONSTRUCT L#30/A CHAVEZ	09/14/00	18,000.00		18,000.00
3370710978-6074	G00593	CERTIFIED CONST L#29/G MCKINNN	09/14/00	10,000.00		10,000.00
3370710978-6074	G00560	CERTIFIED CONST LOAN #25/J MAR	10/17/00	2,500.00		2,500.00
3370710978-6074	G00592	ARVCO CONSTRUCT LOAN #30/A CHA	10/17/00	2,790.00		2,790.00
3370710978-6074	G00567	ELITE CONSTRUCT LOAN #28/I AMA	11/16/00	2,485.00		2,485.00
3370710978-6074	G00592	ARVCO CONSTRUCT LOAN #030/A CH	11/16/00	2,310.00		2,310.00
3370710978-6074	G00629	CERTIFIED CONST LOAN #33-T PAY	12/11/00	12,500.00		12,500.00
3370710978-6074	G00634	LAS FLORES ESCR PROVIDE FINANC	12/20/00	9,975.00		9,975.00
3370710978-6074	G00629	CERTIFIED CONST LOAN #33/T PAY	12/21/00	10,000.00		10,000.00
3370710978-6074	L0005-330	TRAPENBERG, ROB LOAN #36/B VAS	01/25/01	10,983.60		10,983.60
3370710978-6074	L9910131-3	CERTIFIED CONST LOAN #33/T PAY	02/01/01	2,500.00		2,500.00
3370710978-6074	G00622	ELITE CONSTRUCT LOAN #55/R REE	02/22/01	8,200.00		8,200.00
3370710978-6074	G00637	TRAPENBERG, ROB LOAN #36/B VAS	02/22/01	2,177.40		2,177.40
3370710978-6074	G00622	ELITE CONSTRUCT LOAN #35-R REE	03/15/01	5,000.00		5,000.00
3370710978-6074	G00651	MAR CONSTRUCTIO GRANT/U GUERRE	03/29/01	5,100.00		5,100.00
3370710978-6074	G00660	SOS ENTERPRISES LOAN #41-G BRO	04/12/01	11,200.00		11,200.00
3370710978-6074	G00660	SOS ENTERPRISES LOAN #041-G M	05/03/01	8,175.00		8,175.00
3370710978-6074	G00651	MAR CONSTRUCTIO LOAN #37-U GUE	05/10/01	17,460.00		17,460.00
3370710978-6074	G00660	SOS ENTERPRISES LOAN #41-G MOR	05/10/01	2,652.50		2,652.50
3370710978-6074	G00672	ELITE CONSTRUCT LOAN #42/J BRA	05/24/01	9,000.00		9,000.00
3370710978-6074	G00642	CERTIFIED CONST LOAN #39-A VAR	06/07/01	15,000.00		15,000.00
3370710978-6074	G00670	3 J'S CONSTRUCT LOAN #43-S JOS	06/07/01	12,431.70		12,431.70
3370710978-6074	G00660	SOS ENTERPRISES LOAN #41/G MOR	06/21/01	2,447.50		2,447.50
3370710978-6074	G00651	MAR CONSTRUCTIO LOAN #37-U GUE	06/28/01	1,940.00		1,940.00
3370710978-6074	G00593	CERTIFIED CONST LOAN #2-G MCKI	06/30/01	12,500.00		12,500.00
3370710978-6074	G00642	CERTIFIED CONST LOAN #39-A VAR	06/30/01	7,000.00		7,000.00
3370710978-6074	G00670	3 J'S CONSTRUCT LOAN #043-S JO	06/30/01	1,381.30		1,381.30
3470710978-6074	L0009057	SOS ENTERPRISES GRANT/A LOWE	05/31/01		11,800.00	11,800.00
3470710978-6074	G00682	SOS ENTERPRISES LOAN #44-A LOW	06/21/01		1,700.00	1,700.00
		Sub-Total		246,438.10	13,500.00	259,938.10
FY 01/02						
3370710978-6074	G00672	ELITE CONSTRUCT LOAN #42-J BRA	07/26/01	10,000.00		10,000.00
3370710978-6074	G00711	CERTIFIED CONST LOAN #46-G & D	08/02/01	13,800.00		13,800.00
3370710978-6074	G00672	ELITE CONSTRUCT LOAN #42-J BRA	08/09/01	6,000.00		6,000.00
3370710978-6074	G00712	CERTIFIED CONST LOAN #40-V KIN	08/09/01	11,000.00		11,000.00
3370710978-6074	G00723	MAR CONSTRUCTIO LOAN #50-E BOO	08/09/01	15,599.00		15,599.00
3370710978-6074	G00729	RSA CONTRACTORS LOAN #48-E & W	08/20/01	10,000.00		10,000.00
3370710978-6074	G00712	CERTIFIED CONST LOAN #049-V KI	09/06/01	11,500.00		11,500.00
3370710978-6074	L-0001-232	MAR CONSTRUCTIO LOAN #50-E BOO	09/13/01	6,000.00		6,000.00
3370710978-6074	G00642	CERTIFIED CONST LOAN #39-A VAR	09/20/01	3,000.00		3,000.00
3370710978-6074	G00729	RSA CONTRACTORS LOAN #48-E PAS	09/20/01	3,500.00		3,500.00
3370710978-6074	G00711	CERTIFIED CONST RL046 G & D MU	09/27/01	6,900.00		6,900.00
3370710978-6074	G00754	TRAPENBERG, ROB RL052 N ARMSTR	09/27/01	19,244.52		19,244.52



3370710978-6074	L0001232	MAR CONSTRUCTIO RLO50 E BOONE	09/27/01	2,451.00		2,451.00
3370710978-6074	G00732	ELITE CONSTRUCT RLO51 JOYCE TE	10/22/01	9,000.00		9,000.00
3370710978-6074	G00757	ELITE CONSTRUCT RLO34 EVELYN J	10/22/01	6,000.00		6,000.00
3370710978-6074	G00762	TRAPENBERG, ROB RLO53 JAQUELIN	10/22/01	16,598.00		16,598.00
3370710978-6074	G00593	CERTIFIED CONST RLO49 VERONICA	11/01/01	2,500.00		2,500.00
3370710978-6074	G00711	CERTIFIED CONST LOAN#46-G&D MU	11/08/01	2,300.00		2,300.00
3370710978-6074	G00732	ELITE CONSTRUCT RLO51 JOYCE TE	11/08/01	10,000.00		10,000.00
3370710978-6074	G00757	ELITE CONSTRUCT RLO34 EVELYN J	11/08/01	12,000.00		12,000.00
3370710978-6074	G00762	TRAPENBERG, ROB LOAN #53-J SHA	11/08/01	6,202.00		6,202.00
3370710978-6074	G00767	AUBERRY ENTERPR RLO54 ANNE MCC	11/08/01	10,480.00		10,480.00
3370710978-6074	L0001232	MAR CONSTRUCTIO RLO50 ELVERTA	11/08/01	950.00		950.00
3370710978-6074	G00593	CERTIFIED CONST GRANT/MCKINNEY	11/21/01	2,500.00		2,500.00
3370710978-6074	G00754	TRAPENBERG, ROB GRANT/N ARMSTR	11/21/01	2,500.00		2,500.00
3370710978-6074	G00696	BULLET GENERAL GRANT/M DELA CR	11/29/01	4,000.00		4,000.00
3370710978-6074	G00777	SOUTHERN CALIFO PROVIDE REMEDY	11/29/01	1,839.94		1,839.94
3370710978-6074	G00732	ELITE CONSTRUCT RLO51 JOYCE TE	12/20/01	3,500.00		3,500.00
3370710978-6074	G00757	ELITE CONSTRUCT GRANT/E JACKSO	01/31/02	3,982.00		3,982.00
3370710978-6074	G00794	TRAPENBERG, ROB GRANT/M SANDER	01/31/02	18,000.00		18,000.00
3370710978-6074	G00767	AUBERRY ENTERPR GRANT/A MCCORV	02/07/02	4,640.00		4,640.00
3370710978-6074	L9910077	TRAPENBERG, ROB RLO60 B DAVIS	02/14/02	12,035.00		12,035.00
3370710978-6074	G00732	ELITE CONSTRUCT RLO51 J TEMPLE	02/21/02	2,500.00		2,500.00
3370710978-6074	G00795	SACE CONTRACTOR RLO58 B FIELDS	02/21/02	1,500.00		1,500.00
3370710978-6074	L9910077-1	TRAPENBERG, ROB RLO060 B DAVIS	02/21/02	3,445.20		3,445.20
3370710978-6074	G00794	TRAPENBERG, ROB RLO57 M SANDER	02/28/02	4,500.00		4,500.00
3370710978-6074	G00813	RSA CONTRACTORS RLO55 R HIGUER	02/28/02	15,000.00		15,000.00
3370710978-6074	G00815	TRAPENBERG, ROB RLO60 B DAVIS	03/14/02	7,019.80		7,019.80
3370710978-6074	G00767	AUBERRY ENTERPR RLO54 A MCCORV	03/21/02	2,500.00		2,500.00
3370710978-6074	G00834	CERTIFIED CONST RLO62 N WRIGHT	03/21/02	12,500.00		12,500.00
3370710978-6074	G00757	ELITE CONSTRUCT RLO34 E JACKSO	03/28/02	2,443.00		2,443.00
3370710978-6074	G00834	CERTIFIED CONST RLO62 N WRIGHT	03/28/02	8,770.00		8,770.00
3370710978-6074	G00846	CERTIFIED CONST RLO63 P MCCULL	03/28/02	9,399.00		9,399.00
3370710978-6074	G00794	TRAPENBERG, ROB LOAN #57- M SA	04/11/02	2,500.00		2,500.00
3370710978-6074	G00815	TRAPENBERG, ROB LOAN #60-B DAV	04/11/02	2,500.00		2,500.00
3370710978-6074	G00833	3 J'S CONSTRUCT LOAN #59-I MAR	04/11/02	18,000.00		18,000.00
3370710978-6074	G00834	CERTIFIED CONST RLO62 N WRIGHT	04/25/02	1,185.00		1,185.00
3370710978-6074	G00833	3 J'S CONSTRUCT RLO59 I MASHEL	05/09/02	4,500.00		4,500.00
3370710978-6074	G00846	CERTIFIED CONST RLO63 P MCCULL	05/09/02	10,000.00		10,000.00
3370710978-6074	G00863	SACE CONTRACTOR RLO64 R TAYLOR	05/09/02	10,000.00		10,000.00
3370710978-6074	G00863	SACE CONTRACTOR RLO64 R TAYLOR	05/16/02	5,615.00		5,615.00
3370710978-6074	G00813	RSA CONTRACTORS RLO55 R HIGUER	06/06/02	4,220.00		4,220.00
3370710978-6074	G00833	3 J'S CONSTRUCT RLO59 I MARSHE	06/06/02	2,500.00		2,500.00
3370710978-6074	G00863	SACE CONTRACTOR RLO64 R TAYLOR	06/27/02	1,735.00		1,735.00
3370710978-6074	G00834	CERTIFIED CONST RLO62 N WRIGHT	06/30/02	2,495.00		2,495.00
3370710978-6074	G00905	3 J'S CONSTRUCT RLO66 P LEVERS	06/30/02	22,500.00		22,500.00
3470710978-6074	G00696	BULLET GENERAL LOAN #45-M DELA	08/02/01		11,000.00	11,000.00
3470710978-6074	G00715	SOS ENTERPRISES LOAN #47-N WHA	08/09/01		18,050.00	18,050.00
3470710978-6074	G00715	SOS ENTERPRISES LOAN #047-L &	08/23/01		4,450.00	4,450.00
3470710978-6074	G00715	SOS ENTERPRISES LOAN #47 WHART	10/15/01		2,500.00	2,500.00
3470710978-6074	G00696	BULLET GENERAL RLO45 DELA CRUZ	10/22/01		9,000.00	9,000.00
3470710978-6074	G00869	CERTIFIED CONST LOAN #65-W JAC	06/06/02		16,000.00	16,000.00
			Sub- Total	405,348.46	61,000.00	466,348.46

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3370710978-6074	G00846	CERTIFIED CONST RLO63 P MCCULL	08/15/02	5,598.00		5,598.00
3370710978-6074	G00905	3 J'S CONSTRUCT RLO66 P LEVEST	10/15/02	2,500.00		2,500.00
3370710978-6074	G00945	A AND R HOME IM GRANT/S PERRYIM	12/19/02	13,750.00		13,750.00



3370710978-6074	G00945	A AND R HOME IM LOAN #68 P SHE	01/09/03	4,500.00	4,500.00
3370710978-6074	G00963	SACE CONTRACTOR GRANT/L MOORE	02/06/03	15,300.00	15,300.00
3370710978-6074	G00963	SACE CONTRACTOR GRANT/L MOORE	02/20/03	7,155.00	7,155.00
3370710978-6074	G00963	SACE CONTRACTOR L #069/L MOORE	03/13/03	2,495.00	2,495.00
3370710978-6074	G00985	CERTIFIED CONST L #073-M & C T	03/13/03	4,600.00	4,600.00
3370710978-6074	G00985	CERTIFIED CONST L #073-M & C T	03/13/03	14,000.00	14,000.00
3370710978-6074	G00987	VITO C HERRERO L #072/N NAJIY	03/13/03	10,700.00	10,700.00
3370710978-6074	G00981	TRAPENBERG, ROB RL071/G SMITH	03/20/03	2,130.00	2,130.00
3370710978-6074	G00981	TRAPENBERG, ROB RL071/G SMITH	03/20/03	1,910.00	1,910.00
3370710978-6074	G00945	A AND R HOME IM RL067/S PERRY M	03/27/03	4,250.00	4,250.00
3370710978-6074	G00985	CERTIFIED CONST RL073/M TOTI	03/27/03	3,900.00	3,900.00
3370710978-6074	G00987	VITO C HERRERO RL072/N NAJIY	03/27/03	5,065.00	5,065.00
3370710978-6074	G00981	TRAPENBERG, ROB L #071/G SMITH	04/03/03	3,065.00	3,065.00
3370710978-6074	G00987	VITO C HERRERO L #072/N NAJIY	04/24/03	7,435.00	7,435.00
3370710978-6074	G00981	TRAPENBERG, ROB L #071/G SMITH	05/01/03	4,323.00	4,323.00
3370710978-6074	G00981	TRAPENBERG, ROB L #071/G SMITH	05/01/03	6,017.00	6,017.00
3370710978-6074	G00981	TRAPENBERG, ROB L #071/G SMITH	05/08/03	438.00	438.00
3370710978-6074	G00981	TRAPENBERG, ROB L #071/G SMITH	05/08/03	1,472.00	1,472.00
3370710978-6074	G00945	A AND R HOME IM L #067/S & C P	05/22/03	2,500.00	2,500.00
3370710978-6074	G00981	TRAPENBERG, ROB L #071/G SMITH	05/22/03	3,145.00	3,145.00
3370710978-6074	G00985	CERTIFIED CONST L #073/M & C T	05/22/03	2,500.00	2,500.00
3370710978-6074	G01013	VITO C HERRERO L #068/R POBLET	05/29/03	6,480.00	6,480.00
3370710978-6074	G01013	VITO C HERRERO L #068/R POBLET	05/29/03	8,006.00	8,006.00
3370710978-6074	G01011	CERTIFIED CONST L132/J BROWN	06/12/03	15,220.00	15,220.00
3370710978-6074	G01013	VITO C HERRERO L #068/R & I PO	06/19/03	5,211.40	5,211.40
3370710978-6074	G01018	ARVCO CONSTRUCT L #076/T ARAMB	06/19/03	11,700.00	11,700.00
3370710978-6074	G00981	TRAPENBERG, ROB L #071/G SMITH	06/26/03	2,500.00	2,500.00
3370710978-6074	G01011	CERTIFIED CONST RL#074-BROWN	06/26/03	7,280.00	7,280.00
3370710978-6074	G00987	VITO C HERRERO L #072/N NAJIY	06/30/03	1,800.00	1,800.00
3370710978-6074	G01013	VITO C HERRERO RL068/R & I POB	06/30/03	2,188.60	2,188.60
3370710978-6074	G01018	ARVCO CONSTRUCT L134/T ARAMBUL	06/30/03	7,700.00	7,700.00
3370710978-6074	G01036	CERTIFIED CONST RL078/D HANDY	06/30/03	8,800.00	8,800.00
3470710978-6074	G00869	CERTIFIED CONST RL065 W JACINT	07/25/02	4,500.00	4,500.00
3470710978-6074	G00869	CERTIFIED CONST RL065 W JACINT	10/30/02	4,500.00	4,500.00
3470710978-6074	G00948	CERTIFIED CONST IOAN #61-BELLO	12/19/02	12,250.00	12,250.00
3470710978-6074	G00948	CERTIFIED CONST GRANT/L & E BO	01/27/03	1,250.00	1,250.00
3470710978-6074	G00975	3 J'S CONSTRUCT GRANT/L ANDERS	02/06/03	8,110.00	8,110.00
3470710978-6074	G00948	CERTIFIED CONST GRANT/L & E BO	02/20/03	1,500.00	1,500.00
3470710978-6074	G00975	3 J'S CONSTRUCT L #070/L ANDER	04/24/03	7,347.50	7,347.50
3470710978-6074	G00975	3 J'S CONSTRUCT L #070/L ANDER	05/22/03	1,717.50	1,717.50
			Sub- Total	205,634.00	41,175.00
					246,809.00

FY 03/04

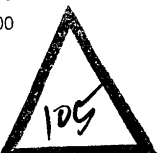
3370710978-6074	G01014	SACE CONTRACTOR L #074/T AINNU	08/07/03	22,500.00	22,500.00
3370710978-6074	G01036	CERTIFIED CONST RL #078/D HARD	08/14/03	11,500.00	11,500.00
3370710978-6074	G01011	CERTIFIED CONST L#074/J BROWN	08/28/03	2,500.00	2,500.00
3370710978-6074	G01014	SACE CONTRACTOR L #079/T AINNU	09/04/03	2,500.00	2,500.00
3370710978-6074	G01018	ARVCO CONSTRUCT L #076/T ARAMB	09/18/03	3,100.00	3,100.00
3370710978-6074	G01036	CERTIFIED CONST L #078/D HANDY	09/18/03	2,146.00	2,146.00
3370710978-6074	G01045	A AND R HOME IM L #081/N BAILE	09/25/03	5,450.00	5,450.00
3370710978-6074	G01018	ARVCO CONSTRUCT L #076/T ARAMB	10/23/03	2,500.00	2,500.00
3370710978-6074	G01045	A AND R HOME IM L #081/N BAILE	10/23/03	6,000.00	6,000.00
3370710978-6074	G01058	CERTIFIED CONST L #082/Z LAWRE	10/23/03	17,730.00	17,730.00
3370710978-6074	G01059	SACE CONTRACTOR L #080/D CLOUG	10/23/03	22,500.00	22,500.00
3370710978-6074	G01058	CERTIFIED CONST L #082/Z LAWRE	10/30/03	4,770.00	4,770.00
3370710978-6074	G01042	SACE CONTRACTOR L 075/K BAKER	11/06/03	1,995.90	1,995.90



3370710978-6074	G01045	A AND R HOME IM L #081/N BAILE	11/20/03	6,500.00	6,500.00
3370710978-6074	G01058	CERTIFIED CONST RETENTION PYMT	12/04/03	2,500.00	2,500.00
3370710978-6074	G01059	SACE CONTRACTOR L #080/D CLOUG	12/04/03	2,500.00	2,500.00
3370710978-6074	40012	AMERINATIONAL C 12/03 SERV FEE	01/29/04	18.42	18.42
3370710978-6074	G01045	A AND R HOME IM L #081/N BAILE	01/29/04	4,550.00	4,550.00
3370710978-6074	G01045	A AND R HOME IM L #081/N BAILE	03/04/04	2,500.00	2,500.00
3370710978-6074	G01087	TRAPENBERG, ROB L #086/G PALAC	03/04/04	4,985.00	4,985.00
3370710978-6074	P24747	DMS CONSTRUCTIO VIDEO OF SEWER	03/18/04	600.00	600.00
3370710978-6074	G01087	TRAPENBERG, ROB f086/G PALACIO	03/25/04	9,429.00	9,429.00
3370710978-6074	G01087	TRAPENBERG, ROB RL086/G PALACI	04/12/04	4,490.00	4,490.00
3370710978-6074	G01087	TRAPENBERG, ROB L# 086/G PALAC	04/15/04	2,428.00	2,428.00
3370710978-6074	G01087	TRAPENBERG, ROB RL086/G PALACI	04/29/04	1,168.00	1,168.00
3370710978-6074	G01087	TRAPENBERG, ROB F086/G PALACIO	05/13/04	2,500.00	2,500.00
3370710978-6074	G0402001	RSA CONTRACTORS LOAN #055-R HI	06/03/04	1,800.00	1,800.00
3470710978-6074	G01038	ARVCO CONSTRUCT L #077/F COTTR	08/28/03	12,500.00	12,500.00
3470710978-6074	G01042	SACE CONTRACTOR L #075/K BAKER	09/25/03	17,963.10	17,963.10
3470710978-6074	G01036	CERTIFIED CONST L #078/D HANDY	10/15/03	2,494.00	2,494.00
3470710978-6074	G01038	ARVCO CONSTRUCT L #077/F COTTR	10/15/03	11,050.00	11,050.00
3470710978-6074	G01038	ARVCO CONSTRUCT L #077/F COTRE	12/04/03	1,450.00	1,450.00
3470710978-6074	G01108	CERTIFIED CONST RL091/R CASAS	04/12/04	14,500.00	14,500.00
3470710978-6074	G01108	CERTIFIED CONST RL091/R CASAS	05/06/04	8,000.00	8,000.00
3470710978-6074	G01108	CERTIFIED CONST LOAN #091-R CA	06/03/04	2,500.00	2,500.00
3470710978-6074	L0302003	BULLET GENERAL L #094/J RUBIO	06/03/04	20,590.50	20,590.50
3470710978-6074	G01118	BULLET GENERAL RL093/A MURPHY	06/10/04	15,800.00	15,800.00
3470710978-6074	L0208-007	CERTIFIED CONST RL088/SAPA SAL	06/10/04	13,250.00	13,250.00
3470710978-6074	G01118	BULLET GENERAL L #093/A MURPHY	06/24/04	6,700.00	6,700.00
3470710978-6074	G01133	CERTIFIED CONST L# S/SALIMA	06/24/04	9,250.00	9,250.00
3470710978-6074	G01141	TRAPENBERG, ROB L #095/W DILLA	06/24/04	4,580.00	4,580.00
3470710978-6074	G01118	BULLET GENERAL L #093/A MURPHY	06/30/04	2,500.00	2,500.00
3470710978-6074	G01132	BULLET GENERAL L #094/J RUBIO	06/30/04	1,152.00	1,152.00
3470710978-6074	G01132	BULLET GENERAL L #094/J RUBIO	06/30/04	2,423.85	2,423.85
3470710978-6074	G01133	CERTIFIED CONST L #088/S SALIM	06/30/04	2,500.00	2,500.00
3470710978-6074	G01141	TRAPENBERG, ROB L #095/W DILLA	06/30/04	4,445.00	4,445.00
			Sub- Total	151,160.32	153,648.45
					304,808.77

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3370710003-6025	P27216	WAJID, ATIYA REIMBURSE/PLAN CH	02/03/05	1,743.40	1,743.40
3370710978-6025	G01251	ECHEVERRY CONST R-014/R URSICH	04/14/05	430.00	430.00
3370710978-6074	G01152	TRAPENBERG, ROB L #097/N NEGLE	08/12/04	9,135.00	9,135.00
3370710978-6074	G01179	AUBERRY ENTERPR L #0101/M JACK	11/04/04	19,284.00	19,284.00
3370710978-6074	G01179	AUBERRY ENTERPR RL#101-M JACKS	12/02/04	3,216.00	3,216.00
3370710978-6074	G01228	TRAPENBERG, ROB L #110/L NICH	12/30/04	10,200.00	10,200.00
3370710978-6074	G01179	AUBERRY ENTERPR L #0101/M JACK	01/13/05	2,500.00	2,500.00
3370710978-6074	G01228	TRAPENBERG, ROB LOAN #0110-L N	01/20/05	6,820.00	6,820.00
3370710978-6074	G01178	CERTIFIED CONST L #089/D HALL	02/03/05	10,149.00	10,149.00
3370710978-6074	G01229	ARVCO CONSTRUCT L #0104/N ECHO	02/03/05	11,400.00	11,400.00
3370710978-6074	G01228	TRAPENBERG, ROB L #0110/L NICH	02/10/05	5,480.00	5,480.00
3370710978-6074	G01231	3 J'S CONSTRUCT L #0113/W ROSS	02/17/05	13,780.00	13,780.00
3370710978-6074	G01240	TRAPENBERG, ROB L #0115/F FOST	02/17/05	9,810.00	9,810.00
3370710978-6074	G01245	TRAPENBERG, ROB L #0117/V ALEX	02/24/05	8,475.00	8,475.00
3370710978-6074	G01240	TRAPENBERG, ROB L #0115/F FOST	03/03/05	4,455.00	4,455.00
3370710978-6074	G01245	TRAPENBERG, ROB L #0117/V ALEX	03/03/05	2,930.00	2,930.00
3370710978-6074	G01245	TRAPENBERG, ROB L #0117/V ALEX	03/03/05	5,900.00	5,900.00
3370710978-6074	G01228	TRAPENBERG, ROB L #0110/L NICH	03/10/05	2,500.00	2,500.00
3370710978-6074	G01252	TRAPENBERG, ROB L 0121/D STEPH	03/24/05	17,125.00	17,125.00
3370710978-6074	G01240	TRAPENBERG, ROB L #0115/F FOST	03/30/05	8,235.00	8,235.00



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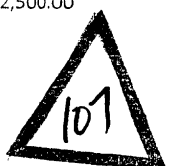
3370710978-6074	G01199	TRAPENBERG, ROB RLO105/W LEWIS	04/14/05	2,500.00	2,500.00
3370710978-6074	G01229	ARVCO CONSTRUCT RLO104/N ECHOL	04/14/05	10,335.00	10,335.00
3370710978-6074	G01231	3 J'S CONSTRUCT L #0113/W ROSS	04/14/05	8,720.00	8,720.00
3370710978-6074	G01252	TRAPENBERG, ROB L #0121/D STEP	04/14/05	5,375.00	5,375.00
3370710978-6074	G01261	BULLET GENERAL RLO119/R AGUILA	04/14/05	15,480.25	15,480.25
3370710978-6074	G01240	TRAPENBERG, ROB O115/F FOSTER	04/28/05	2,500.00	2,500.00
3370710978-6074	G01245	TRAPENBERG, ROB LO117/V ALEXAN	04/28/05	5,127.50	5,127.50
3370710978-6074	G01272	SACE CONTRACTOR RLO122/E MARTI	05/09/05	22,500.00	22,500.00
3370710978-6074	G01231	3 J'S CONSTRUCT RLO113/W ROSSE	05/12/05	2,500.00	2,500.00
3370710978-6074	G01252	TRAPENBERG, ROB RLO121/D STEPH	05/12/05	2,500.00	2,500.00
3370710978-6074	G01280	RSA CONTRACTORS RLO112/C DAVIS	05/12/05	22,500.00	22,500.00
3370710978-6074	G01229	ARVCO CONSTRUCT L #RLO104	05/19/05	2,415.00	2,415.00
3370710978-6074	G01245	TRAPENBERG, ROB L #O117/V ALEX	06/09/05	2,492.50	2,492.50
3370710978-6074	G01272	SACE CONTRACTOR L #RLO122/K MA	06/09/05	2,500.00	2,500.00
3370710978-6074	G01292	LRJ CONSTRUCTIO RLO120/A RUBIO	06/16/05	7,560.00	7,560.00
3370710978-6074	G01249	AUBERRY ENTERPR L #F1197/C GAR	06/23/05	9,000.00	9,000.00
3370710978-6074	G01261	BULLET GENERAL L #RLO119/R AGU	06/23/05	6,519.35	6,519.35
3370710978-6074	G01295	TRAPENBERG, ROB L #F1212/W SIM	06/23/05	9,000.00	9,000.00
3370710978-6074	G01303	SACE CONTRACTOR L #F1217/R BES	06/23/05	9,000.00	9,000.00
3370710978-6074	G01219	TRAPENBERG, ROB F1176/D THERMS	06/30/05	9,000.00	9,000.00
3370710978-6074	G01219	TRAPENBERG, ROB 41377/D THERMS	06/30/05	1,000.00	1,000.00
3370710978-6074	G01249	AUBERRY ENTERPR 41407/C GARNET	06/30/05	1,000.00	1,000.00
3370710978-6074	G01261	BULLET GENERAL #RLO119/R AGUIL	06/30/05	2,444.40	2,444.40
3370710978-6074	G01274	TRAPENBERG, ROB 41383/M FERRER	06/30/05	1,000.00	1,000.00
3370710978-6074	G01274	TRAPENBERG, ROB F1182/M FERRER	06/30/05	1,000.00	1,000.00
3370710978-6074	G01274	TRAPENBERG, ROB FG#1182-FERRER	06/30/05	8,000.00	8,000.00
3370710978-6074	G01280	RSA CONTRACTORS RL#0112	06/30/05	2,500.00	2,500.00
3370710978-6074	G01292	LRJ CONSTRUCTIO RLO120/A RUBIO	06/30/05	840.00	840.00
3370710978-6074	G01295	TRAPENBERG, ROB FA1212/W SIMPS	06/30/05	1,000.00	1,000.00
3370710978-6074	G01303	SACE CONTRACTOR F1217/R & E BE	06/30/05	1,000.00	1,000.00
3370710978-6074	G01308	A AND R HOME IM 410404/J HARRI	06/30/05	9,000.00	9,000.00
3370710978-6074	G01309	AUBERRY ENTERPR RL#0109/J SCOT	06/30/05	9,000.00	9,000.00
3470710978-6074	G01141	TRAPENBERG, ROB L #095/W DILLA	07/15/04	3,500.00	3,500.00
3470710978-6074	G01141	TRAPENBERG, ROB L #095/W DILLA	07/15/04	2,620.00	2,620.00
3470710978-6074	G01141	TRAPENBERG, ROB L #095/W DILLA	08/05/04	7,355.00	7,355.00
3470710978-6074	G01158	AUBERRY ENTERPR L #099/D WRIGH	08/12/04	3,340.00	3,340.00
3470710978-6074	G01157	CERTIFIED CONST L #087/A JACKS	08/26/04	11,600.00	11,600.00
3470710978-6074	G01141	TRAPENBERG, ROB RL#095-W DILLA	09/02/04	2,500.00	2,500.00
3470710978-6074	G01142	NEW VISION PACI L #092/N BANKS	09/16/04	22,466.70	22,466.70
3470710978-6074	G01152	TRAPENBERG, ROB L #097/N NEGLE	09/16/04	6,840.00	6,840.00
3470710978-6074	G01152	TRAPENBERG, ROB L #097/ N NEGL	09/16/04	5,645.00	5,645.00
3470710978-6074	G01158	AUBERRY ENTERPR L #099/D WRIGH	09/16/04	6,800.00	6,800.00
3470710978-6074	G01158	AUBERRY ENTERPR L #099/J WRIGH	09/16/04	10,500.00	10,500.00
3470710978-6074	G01157	CERTIFIED CONST L #087/A JACKS	09/23/04	8,000.00	8,000.00
3470710978-6074	G01142	NEW VISION PACI L #092	10/14/04	2,496.30	2,496.30
3470710978-6074	G01152	TRAPENBERG, ROB L #097/N NEGLE	10/28/04	880.00	880.00
3470710978-6074	G01157	CERTIFIED CONST L #087/A JACKS	11/04/04	2,897.00	2,897.00
3470710978-6074	G01199	TRAPENBERG, ROB L #0105/W & M	11/10/04	8,020.00	8,020.00
3470710978-6074	G01186	CERTIFIED CONST L #098/V JOHNS	11/18/04	11,500.00	11,500.00
3470710978-6074	G01201	DAN CONTRACTORS L #0106/E & M	11/24/04	15,030.00	15,030.00
3470710978-6074	G01199	TRAPENBERG, ROB L #0105/W & M	12/02/04	14,350.00	14,350.00
3470710978-6074	G01157	CERTIFIED CONST L #087/A JACKS	12/16/04	2,500.00	2,500.00
3470710978-6074	G01210	SACE CONTRACTOR L #108/D HILL	12/30/04	22,500.00	22,500.00
3470710978-6074	G01201	DAN CONTRACTORS L#0106/E GUZMA	01/06/05	1,670.00	1,670.00
3470710978-6074	G01158	AUBERRY ENTERPR LOAN #099-J WR	01/20/05	1,860.00	1,860.00
3470710978-6074	G01210	SACE CONTRACTOR L #0108/D HILL	02/03/05	2,500.00	2,500.00
3470710978-6074	G01199	TRAPENBERG, ROB L #0105/W & M	03/10/05	130.00	130.00



3470710978-6074	JE0305358	CORRECT ACCOUNTS	03/31/05	2,500.00	2,500.00
3470710978-6074	G01186	CERTIFIED CONST R098/V JOHN SO	05/09/05	10,000.00	10,000.00
3470710978-6074	G01290	TRAPENBERG, ROB LUNA#RLO123	06/09/05	7,530.00	7,530.00
3470710978-6074	AJE0605125	TRANSFER EXPENDITURES	06/30/05	10,000.00	10,000.00
3470710978-6074	AJE0605125	TRANSFER EXPENDITURES	06/30/05	10,000.00	10,000.00
3470710978-6074	AJE0605125	TRANSFER EXPENDITURES	06/30/05	10,000.00	10,000.00
3470710978-6074	G01301	TRAPENBERG, ROB #RLO126/A DAVI	06/30/05	11,320.00	11,320.00
			Sub- Total	348,876.40	238,850.00
					587,726.40

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3370710978-6074	G01321	SACE CONTRACTOR R60127/R VARGA	08/11/05	22,500.00	22,500.00
3370710978-6074	G01329	A AND R HOME IM FA 50172/N NAL	08/18/05	8,500.00	8,500.00
3370710978-6074	G01308	A AND R HOME IM F1196/J HARRIS	09/01/05	1,000.00	1,000.00
3370710978-6074	G01309	AUBERRY ENTERPR RLO109/J SCOTT	09/01/05	1,000.00	1,000.00
3370710978-6074	G01332	CECIL WRIGHT GE RLO130/A AUSTI	09/01/05	20,997.00	20,997.00
3370710978-6074	G01321	SACE CONTRACTOR RLO127/R VARGA	10/06/05	2,500.00	2,500.00
3370710978-6074	G01332	CECIL WRIGHT GE RLO130/A AUSTI	10/13/05	2,333.00	2,333.00
3370710978-6074	G01329	A AND R HOME IM RLO128/N L NAL	11/03/05	14,000.00	14,000.00
3370710978-6074	G01331	ARVCO CONSTRUCT D WRIGHT/M DUR	11/10/05	2,500.00	2,500.00
3370710978-6074	G01329	A AND R HOME IM N NALL/RLO128	11/17/05	2,500.00	2,500.00
3370710978-6074	G01384	GALANTE COMPANY J GREEN/RLO134	03/16/06	18,196.80	18,196.80
3370710978-6074	G01393	TRAPENBERG, ROB M BARNES/RLO13	03/16/06	10,690.00	10,690.00
3370710978-6074	G01407	TRAPENBERG, ROB RLO138/N QUINT	03/30/06	7,970.00	7,970.00
3370710978-6074	G01407	TRAPENBERG, ROB N QUINTANA 501	04/13/06	8,810.00	8,810.00
3370710978-6074	G01393	TRAPENBERG, ROB M BARNES/RLO13	04/27/06	10,920.00	10,920.00
3370710978-6074	G01407	TRAPENBERG, ROB N QUINTANA/RLO	05/04/06	2,335.00	2,335.00
3370710978-6074	G01393	TRAPENBERG, ROB M BARNES/RLO13	05/25/06	890.00	890.00
3370710978-6074	G01407	TRAPENBERG, ROB N QUINTANA/RLO	05/25/06	3,385.00	3,385.00
3370710978-6074	G01408	MAR CONSTRUCTIO C RODRIGUEZ/RL	05/25/06	14,300.00	14,300.00
3370710978-6074	G01384	GALANTE COMPANY JOANN GREEN/RL	06/22/06	4,282.50	4,282.50
3370710978-6074	G01393	TRAPENBERG, ROB M BARNES/RLO13	06/29/06	2,500.00	2,500.00
3370710978-6074	G01407	TRAPENBERG, ROB N QUINTANA/RL	06/29/06	2,500.00	2,500.00
3370710978-6074	G01384	GALANTE COMPANY J GREEN/RLO134	06/30/06	2,497.70	2,497.70
3370710978-6074	G01408	MAR CONSTRUCTIO C RODRIGUEZ/RL	06/30/06	8,200.00	8,200.00
3370710978-6074	G01432	A AND R HOME IM RGO150/M JACKS	06/30/06	9,000.00	9,000.00
3370710978-6074	G01441	TRAPENBERG, ROB G & F LILLY/RL	06/30/06	6,510.00	6,510.00
3370710978-6076	C00931	HABITAT FOR HUM CONSTRUCTION S	08/18/05	19,376.45	19,376.45
3370710978-6076	C00931	HABITAT FOR HUM CONSTRUCTION S	09/22/05	7,623.58	7,623.58
3370710978-6076	C00931	HABITAT FOR HUM RETENTION	11/03/05	2,999.97	2,999.97
3470710978-6074	G01301	TRAPENBERG, ROB G01301	07/21/05	2,757.00	2,757.00
3470710978-6074	G01315	SACE CONTRACTOR RL #0125/B RAY	07/21/05	22,500.00	22,500.00
3470710978-6074	G01301	TRAPENBERG, ROB FAS0170/A DAVI	08/18/05	1,605.00	1,605.00
3470710978-6074	G01186	CERTIFIED CONST RLO98/V JOHN SO	09/01/05	1,000.00	1,000.00
3470710978-6074	G01315	SACE CONTRACTOR RLO125/B RAYMO	09/01/05	2,500.00	2,500.00
3470710978-6074	G01290	TRAPENBERG, ROB RLO123/A LUNA	09/08/05	4,560.00	4,560.00
3470710978-6074	G01290	TRAPENBERG, ROB RLO23/A LUNA	09/15/05	4,435.00	4,435.00
3470710978-6074	G01290	TRAPENBERG, ROB RLO123/A LUNA	09/22/05	1,200.00	1,200.00
3470710978-6074	G01186	CERTIFIED CONST RLO98/V JOHN SO	10/13/05	2,500.00	2,500.00
3470710978-6074	G01290	TRAPENBERG, ROB RLO123/A LUNA	11/03/05	1,970.00	1,970.00
3470710978-6074	G01301	TRAPENBERG, ROB A DAVIS/GRANT	01/26/06	6,818.00	6,818.00
3470710978-6074	G01360	TRAPENBERG, ROB RLO124/E FURRY	01/26/06	4,620.00	4,620.00
3470710978-6074	G01360	TRAPENBERG, ROB GRANT/E FURRY	02/02/06	7,868.00	7,868.00
3470710978-6074	G01301	TRAPENBERG, ROB A DAVIS/RETENT	03/02/06	2,500.00	2,500.00
3470710978-6074	G01360	TRAPENBERG, ROB E FURRY/R60124	03/02/06	4,155.00	4,155.00
3470710978-6074	G01360	TRAPENBERG, ROB GRANT/E FURRY	03/23/06	5,857.00	5,857.00
3470710978-6074	G01360	TRAPENBERG, ROB E FURRY/RLO124	04/27/06	2,500.00	2,500.00



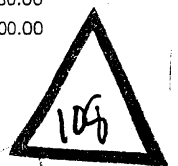
3470710978-6074	G01433	MAR CONSTRUCTIO J ROBERTSON/RG	06/29/06		9,000.00	9,000.00
3470710978-6074	G01436	A AND R HOME IM C ANTHONY/RG01	06/29/06		9,000.00	9,000.00
3470710978-6074	G01436	A AND R HOME IM C ANTHONY/RG01	06/30/06		1,000.00	1,000.00
			Sub- Total	220,817.00	98,345.00	319,162.00

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3370710978-6074	G01435	TRAPENBERG, ROB J NERY/RL0139	07/20/06	10,867.50		10,867.50
3370710978-6074	G01408	MAR CONSTRUCTIO C RODRIGUEZ/RL	08/03/06	2,500.00		2,500.00
3370710978-6074	G01441	TRAPENBERG, ROB G LILLY/RL 013	08/03/06	3,556.50		3,556.50
3370710978-6074	G01432	A AND R HOME IM M JACKSON/F126	08/17/06	1,000.00		1,000.00
3370710978-6074	G01435	TRAPENBERG, ROB J & M NERY/RL0	08/24/06	1,207.50		1,207.50
3370710978-6074	G01441	TRAPENBERG, ROB F LILLY/RL 013	09/14/06	1,118.50		1,118.50
3370710978-6074	G01497	EDISON CONSTRUC Q ROBINSON/RL0	11/30/06	8,340.00		8,340.00
3370710978-6074	G01476	TRAPENBERG, ROB V IBERRI/F1285	12/14/06	6,200.00		6,200.00
3370710978-6074	G01497	EDISON CONSTRUC Q ROBERSON/RL2	01/04/07	14,000.00		14,000.00
3370710978-6074	G01503	TRAPENBERG, ROB J MITCHELL/RL0	01/04/07	2,800.00		2,800.00
3370710978-6074	G01503	TRAPENBERG, ROB J MITCHELL/RL0	01/04/07	9,107.00		9,107.00
3370710978-6074	G01525	TRAPENBERG, ROB A TORRES/RL022	02/14/07	9,000.00		9,000.00
3370710978-6074	G01503	TRAPENBERG, ROB J MITCHELL/RL0	03/01/07	1,323.00		1,323.00
3370710978-6074	G01514	S J CONTRACTOR R BLANCO/RL0218	03/01/07	6,000.00		6,000.00
3370710978-6074	G01514	S J CONTRACTOR R BLANCO/RL0218	03/01/07	7,080.00		7,080.00
3370710978-6074	G01476	TRAPENBERG, ROB V IBERRI/RL014	03/15/07	5,000.00		5,000.00
3370710978-6074	G01514	S J CONTRACTOR R BLANCO/GRANT	03/22/07	9,420.00		9,420.00
3370710978-6074	G01476	TRAPENBERG, ROB V IBERRI/GRANT	03/29/07	5,000.00		5,000.00
3370710978-6074	G01540	MAR CONSTRUCTIO J JENSEN/GRANT	03/29/07	17,400.00		17,400.00
3370710978-6074	G01476	TRAPENBERG, ROB V IBERRI/GRANT	04/10/07	9,550.00		9,550.00
3370710978-6074	G01514	S J CONTRACTOR R BLANCO/GRANT	04/10/07	2,500.00		2,500.00
3370710978-6074	G01525	TRAPENBERG, ROB A TORRES/GRANT	04/10/07	13,050.00		13,050.00
3370710978-6074	G01525	TRAPENBERG, ROB A TORRES/GRANT	04/19/07	450.00		450.00
3370710978-6074	G01533	MAR CONSTRUCTIO S TAYLOR/GRANT	04/19/07	11,880.00		11,880.00
3370710978-6074	G01525	TRAPENBERG, ROB A TORRES/GRANT	05/17/07	2,500.00		2,500.00
3370710978-6074	G01178	MAR CONSTRUCTIO D HALL/RL 089	06/07/07	10,002.98		10,002.98
3370710978-6074	G01578	TRAPENBERG, ROB C HULL/L 0273	06/07/07	6,875.00		6,875.00
3370710978-6074	G01578	TRAPENBERG, ROB C HULL/RL0273	06/14/07	9,805.00		9,805.00
3370710978-6074	G01476	TRAPENBERG, ROB V IBERRI/RL014	06/28/07	5,740.00		5,740.00
3370710978-6074	G01579	TRAPENBERG, ROB F MAPUOLETULI/	06/28/07	5,695.00		5,695.00
3370710978-6074	G01476Y	TRAPENBERG, ROB V IBERRI/RL014	06/30/07	13,149.00		13,149.00
3370710978-6074	G01533	MAR CONSTRUCTIO S TAYLOR/RL021	06/30/07	1,320.00		1,320.00
3370710978-6074	G01540	MAR CONSTRUCTIO J JENSON/RL021	06/30/07	5,100.00		5,100.00
3370710978-6074	G01578	TRAPENBERG, ROB C HULL/RL0273	06/30/07	1,315.00		1,315.00
3370710978-6074	G01578	TRAPENBERG, ROB C HULL/RL0273	06/30/07	2,780.00		2,780.00
3370710978-6074	G01578	TRAPENBERG, ROB C HULL/RL0273	06/30/07	1,725.00		1,725.00
3470710978-6074	G01447	MAR CONSTRUCTIO C SMITH/RG0163	07/20/06		9,000.00	9,000.00
3470710978-6074	G01437	LRJ CONSTRUCTIO J ESTRACIO/RG	08/03/06		9,000.00	9,000.00
3470710978-6074	G01446	MAR CONSTRUCTIO V POWDRILL/RG	08/03/06		9,000.00	9,000.00
3470710978-6074	G01437	LRJ CONSTRUCTIO J ESTACIO/RG 0	09/14/06		1,000.00	1,000.00
3470710978-6074	G01446	MAR CONSTRUCTIO V PROWDRIILL/RG	09/14/06		1,000.00	1,000.00
3470710978-6074	G01447	MAR CONSTRUCTIO C SMITH/RG 016	09/14/06		1,000.00	1,000.00
3470710978-6074	G01448	GALKOS CONSTRUC C & D COLE/RG	09/14/06		1,000.00	1,000.00
3470710978-6074	G01448	GALKOS CONSTRUC C & D COLE/RG	09/14/06		9,000.00	9,000.00
3470710978-6074	G01554	MAR CONSTRUCTIO A WILLIAMS/RL0	06/28/07		12,000.00	12,000.00
			Sub- Total	224,356.98	52,000.00	276,356.98

FY 07/08

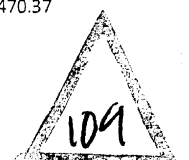
3370710978-6074	G01579	TRAPENBERG, ROB F MAPUOLETULI/	07/12/07	8,730.00		8,730.00
3370710978-6074	G01587	MAR CONSTRUCTIO J CARLYLE/RL02	08/02/07	22,500.00		22,500.00



3370710978-6074	G01540	MAR CONSTRUCTIO J JENSON/RL021	08/09/07	2,500.00	2,500.00
3370710978-6074	G01579	TRAPENBERG, ROB F MAPUOLETULI/	08/09/07	8,075.00	8,075.00
3370710978-6074	G01592	MAR CONSTRUCTIO D BYMAN/RL0284	08/23/07	13,600.00	13,600.00
3370710978-6074	G01476Y	TRAPENBERG, ROB V IBERRI/RL014	09/06/07	6,071.00	6,071.00
3370710978-6074	G01578	TRAPENBERG, ROB C HULL/RL0273	09/06/07	2,500.00	2,500.00
3370710978-6074	G01579	TRAPENBERG, ROB F MAPUOLETULI/	09/06/07	2,500.00	2,500.00
3370710978-6074	G01587	MAR CONSTRUCTIO J CARLYLE/RL02	09/06/07	2,500.00	2,500.00
3370710978-6074	G01605	RM CONSTRUCTION R ANDREWS/RL30	09/13/07	16,480.00	16,480.00
3370710978-6074	G01606	TRAPENBERG, ROB J STEWART/RL02	09/13/07	6,910.00	6,910.00
3370710978-6074	G01607	SAMI CONSTRUCTIO I LYON/RL0302	09/13/07	22,500.00	22,500.00
3370710978-6074	G01554	MAR CONSTRUCTIO A W SMITH	09/27/07	5,500.00	5,500.00
3370710978-6074	G01606	TRAPENBERG, ROB J STEWART	09/27/07	4,495.00	4,495.00
3370710978-6074	G01608	MAR CONSTRUCTIO T UINI/GRANT	10/11/07	16,600.00	16,600.00
3370710978-6074	G01607	SAMI CONSTRUCTIO I LYON/GRANT	10/17/07	2,500.00	2,500.00
3370710978-6074	G01608	MAR CONSTRUCTIO T UINI/GRANT	10/17/07	5,900.00	5,900.00
3370710978-6074	G01592	MAR CONSTRUCTIO D BYNUM/GRANT	10/25/07	6,200.00	6,200.00
3370710978-6074	G01606	TRAPENBERG, ROB J STEWART/GRAN	10/25/07	4,040.00	4,040.00
3370710978-6074	G01605	RM CONSTRUCTION R ANDREWS/GRAN	11/01/07	6,020.00	6,020.00
3370710978-6074	G01600	TRAPENBERG, ROB M BLACKSTONE/G	11/08/07	6,480.00	6,480.00
3370710978-6074	G01606	TRAPENBERG, ROB J STEWART/GRAN	11/15/07	3,055.00	3,055.00
3370710978-6074	G01616	TRAPENBERG, ROB D TAYLOR/GRANT	11/21/07	13,395.00	13,395.00
3370710978-6074	G01634	AUBERRY ENTERPR N DEFOORE/GRAN	11/21/07	8,280.00	8,280.00
3370710978-6074	G01592	MAR CONSTRUCTIO D BYNUM/GRANT	11/29/07	2,200.00	2,200.00
3370710978-6074	G01605	RM CONSTRUCTION R ANDREWS/GRAN	11/29/07	2,500.00	2,500.00
3370710978-6074	G01608	MAR CONSTRUCTIO T UINI/GRANT	11/29/07	2,500.00	2,500.00
3370710978-6074	G01600	TRAPENBERG, ROB M BLACKSTONE/G	12/13/07	16,020.00	16,020.00
3370710978-6074	G01616	TRAPENBERG, ROB D TAYLOR/GRANT	12/13/07	2,989.50	2,989.50
3370710978-6074	G01634	AUBERRY ENTERPR N DEFOORE/GRAN	12/19/07	13,860.00	13,860.00
3370710978-6074	G01646	MAAR CONSTRUCTIO P CARTER/GRANT	12/19/07	14,100.00	14,100.00
3370710978-6074	G01600	TRAPENBERG, ROB M BLACKSTONE/G	01/10/08	2,500.00	2,500.00
3370710978-6074	G01634	AUBERRY ENTERPR N DEFOORE/GRAN	01/17/08	2,460.00	2,460.00
3370710978-6074	G01646	MAAR CONSTRUCTIO P CARTER/GRANT	01/17/08	8,400.00	8,400.00
3370710978-6074	G01606	TRAPENBERG, ROB J STEWART	02/07/08	4,000.00	4,000.00
3370710978-6074	G01616	TRAPENBERG, ROB D TALOR	02/07/08	2,074.50	2,074.50
3370710978-6074	G01652	ASMARA CONSTRUCTIO L CABARON	02/14/08	13,200.00	13,200.00
3370710978-6074	G01646	MAAR CONSTRUCTIO P CARTER	02/28/08	2,500.00	2,500.00
3370710978-6074	G01652	ASMARA CONSTRUCTIO L CABARON	02/28/08	9,300.00	9,300.00
3370710978-6074	G01606	TRAPENBERG, ROB J STEWART	03/13/08	2,500.00	2,500.00
3370710978-6074	G01616	TRAPENBERG, ROB D TAYLOR	03/13/08	2,051.00	2,051.00
3370710978-6074	G01652	ASMARA CONSTRUCTIO LEONARDA CABAR	04/10/08	2,500.00	2,500.00
3370710978-6074	G01554	MAR CONSTRUCTIO A W SMITH	05/29/08	5,000.00	5,000.00
3370710978-6074	G01688	ASMARA CONSTRUCTIO W HENDRICKSON/	05/29/08	10,100.00	10,100.00
3370710978-6074	G01688	ASMARA CONSTRUCTIO W HENDERICKSON	06/05/08	9,200.00	9,200.00
3370710978-6074	G01554	MAR CONSTRUCTIO A W SMITH/GRAN	06/19/08	2,500.00	2,500.00
3370710978-6074	G01688	ASMARA CONSTRUCTIO W HENDRICKSON/	06/19/08	3,200.00	3,200.00
3370710978-6074	G01689	RM CONSTRUCTION J CALHOUN/GRAN	06/26/08	17,700.00	17,700.00
3370710978-6074	G01688	ASMARA CONSTRUCTIO W HENDRICKSON/	06/30/08	2,500.00	2,500.00
3470710978-6074	P33791	MAAR CONSTRUCTIO REIMB/EXPENSES	12/13/07	2,690.00	2,690.00
			Sub-		
			Total	353,186.00	355,876.00

FY 08/09

3370710978-6023	G01741	TRAPENBERG, ROB C HARRIS/GRANT	02/19/09	11,501.00	11,501.00
3370710978-6023	G01741	TRAPENBERG, ROB C HARRIS/GRANT	02/26/09	5,230.00	5,230.00
3370710978-6023	G01741	TRAPENBERG, ROB C HARRIS/GRANT	04/16/09	5,769.00	5,769.00
3370710978-6023	G01741	TRAPENBERG, ROB C HARRIS/GRANT	06/18/09	2,500.00	2,500.00
3370710978-6025	G01678	SAN PEDRO ELECT W JOHNSON	07/31/08	4,470.37	4,470.37



3370710978-6074	G01689	RM CONSTRUCTION J CALHOUN/GRAN	07/24/08	4,800.00	4,800.00
3370710978-6074	G01689	RM CONSTRUCTION J CALHOUN/GRAN	09/11/08	2,500.00	2,500.00
3370710978-6074	G01705	RM CONSTRUCTION D TAYLOR/GRANT	09/11/08	8,500.00	8,500.00
3370710978-6074	G01705	RM CONSTRUCTION D TAYLOR/GRANT	10/23/08	6,000.00	6,000.00
3370710978-6074	G01705	RM CONSTRUCTION D TAYLOR/GRANT	11/13/08	10,500.00	10,500.00
3370710978-6074	G01721	TRAPENBERG, ROB H DURUHESIE /	12/04/08	6,380.00	6,380.00
3370710978-6074	G01721	TRAPENBERG, ROB H DURUHESIE/GR	12/18/08	10,555.00	10,555.00
3370710978-6074	G01721	TRAPENBERG, ROB H DURUHESIE/GR	01/08/09	5,565.00	5,565.00
3370710978-6074	G01731	TRAPENBERG, ROB A CAYTON/GRANT	01/08/09	13,000.00	13,000.00
3370710978-6074	G01721	TRAPENBERG, ROB H DURUHESIE/GR	02/19/09	2,500.00	2,500.00
3370710978-6074	G01782	ASAP CONTRACTOR J RECENDIZ/GRA	06/30/09	21,452.50	21,452.50
3370710978-6074	G01795	INTEG ROOF CO/C A CAYTON/GRANT	10/26/09	695.74	695.74
3370710978-6074	G01731	TRAPENBERG, ROB A CAYTON/RETEN	03/25/10	7,752.28	7,752.28
3370710978-6074	G01850	J SANTILLANA CO CORRECTIVE REH	06/24/10	6,450.00	6,450.00
3470710978-6074	G01747	NEAL CONSTRUTIO S EATMAN/GRANT	05/07/09		9,000.00
3470710978-6074	G01747	NEAL CONSTRUTIO S EATMAN/GRANT	06/18/09		1,000.00
		Sub-			
		Total		136,120.89	146,120.89

FY 09/10

3370710978-6074	G01795	INTEG ROOF CO/C A CAYTON/GRANT	10/26/09	695.74	695.74
3370710978-6074	G01731	TRAPENBERG, ROB A CAYTON/RETEN	03/25/10	7,752.28	7,752.28
3370710978-6074	G01850	J SANTILLANA CO CORRECTIVE REH	06/24/10	6,450.00	6,450.00
		Sub-			
		Total		14,898.02	14,898.02

FY 10/11

No Grants Issued So Far

				10 Yr Al
TOTAL	2,306,836.17	671,208.45	2,978,044.62	297,804.4



Carson Redevelopment Agency
Low/Mod Housing Funds
Rehabilitation Grants Issued
FY 2000/01 thru 2010/11

				PA 1	PA 2	
				<u>Low/Mod</u>	<u>Low/Mod</u>	<u>Total</u>
FY 00/01				-	-	-
Sub-Total				-	-	-
FY 01/02						
3370710978-6074	G00777	SOUTHERN CALIFO PROVIDE REMEDY	11/29/01	1,839.94		1,839.94
Sub-Total				1,839.94	-	1,839.94
FY 02/03				-	-	-
Sub-Total				-	-	-
FY 03/04				-	-	-
Sub-Total				-	-	-
FY 04/05						
3370710978-6074	G01219	TRAPENBERG, ROB F1176/D THERMS	06/30/05	9,000.00		9,000.00
3370710978-6074	G01219	TRAPENBERG, ROB 41377/D THERMS	06/30/05	1,000.00		1,000.00
3370710978-6074	G01274	TRAPENBERG, ROB 41383/M FERRER	06/30/05	1,000.00		1,000.00
3370710978-6074	G01274	TRAPENBERG, ROB F1182/M FERRER	06/30/05	1,000.00		1,000.00
3370710978-6074	G01274	TRAPENBERG, ROB FG#1182-FERRER	06/30/05	8,000.00		8,000.00
3370710978-6074	G01308	A AND R HOME IM 410404/J HARRI	06/30/05	9,000.00		9,000.00
3470710978-6074	AJE0605125	TRANSFER EXPENDITURES	06/30/05		10,000.00	10,000.00
3470710978-6074	AJE0605125	TRANSFER EXPENDITURES	06/30/05		10,000.00	10,000.00
3470710978-6074	AJE0605125	TRANSFER EXPENDITURES	06/30/05		10,000.00	10,000.00
Sub-Total				29,000.00	30,000.00	59,000.00
FY 05/06						
3370710978-6074	G01308	A AND R HOME IM F1196/J HARRIS	09/01/05	1,000.00		1,000.00
3370710978-6074	G01432	A AND R HOME IM RG0150/M JACKS	06/30/06	9,000.00		9,000.00
3370710978-6076	C00931	HABITAT FOR HUM CONSTRUCTION S	08/18/05	19,376.45		19,376.45
3370710978-6076	C00931	HABITAT FOR HUM CONSTRUCTION S	09/22/05	7,623.58		7,623.58
3370710978-6076	C00931	HABITAT FOR HUM RETENTION	11/03/05	2,999.97		2,999.97
3470710978-6074	G01433	MAR CONSTRUCTIO J ROBERTSON/RG	06/29/06		9,000.00	9,000.00
3470710978-6074	G01436	A AND R HOME IM C ANTHONY/RG01	06/29/06		9,000.00	9,000.00
3470710978-6074	G01436	A AND R HOME IM C ANTHONY/RG01	06/30/06		1,000.00	1,000.00
Sub-Total				40,000.00	19,000.00	59,000.00
FY 06/07						
3370710978-6074	G01432	A AND R HOME IM M JACKSON/F126	08/17/06	1,000.00		1,000.00
3470710978-6074	G01447	MAR CONSTRUCTIO C SMITH/RG0163	07/20/06		9,000.00	9,000.00
3470710978-6074	G01437	LRJ CONSTRUCTIO J ESTRACIO/RG	08/03/06		9,000.00	9,000.00
3470710978-6074	G01446	MAR CONSTRUCTIO V POWDRILL/RG	08/03/06		9,000.00	9,000.00
3470710978-6074	G01437	LRJ CONSTRUCTIO J ESTACIO/RG 0	09/14/06		1,000.00	1,000.00
3470710978-6074	G01446	MAR CONSTRUCTIO V PROWDRIILL/RG	09/14/06		1,000.00	1,000.00



3470710978-6074	G01447	MAR CONSTRUCTIO C SMITH/RG 016	09/14/06	1,000.00	1,000.00
3470710978-6074	G01448	GALKOS CONSTRUC C & D COLE/RG	09/14/06	1,000.00	1,000.00
3470710978-6074	G01448	GALKOS CONSTRUC C & D COLE/RG	09/14/06	9,000.00	9,000.00
			Sub- Total	1,000.00	40,000.00
					41,000.00

FY 07/08

3470710978-6074	P33791	MAAR CONSTRUCTI REIMB/EXPENSES	12/13/07	2,690.00	2,690.00
			Sub- Total	-	2,690.00
					2,690.00

FY 08/09

3470710978-6074	G01747	NEAL CONSTRUTIO S EATMAN/GRANT	05/07/09	9,000.00	9,000.00
3470710978-6074	G01747	NEAL CONSTRUTIO S EATMAN/GRANT	06/18/09	1,000.00	1,000.00
			Sub- Total	-	10,000.00
					10,000.00

FY 09/10

				-	-
			Sub- Total	-	-
					-

FY 10/11
No Grants Issued So Far Thru 03/23/11

				-	-
			Sub- Total	-	-
					-

					10 Yr Avg
TOTAL	71,839.94	101,690.00	173,529.94	17,352.99	



EXHIBIT "D"

CARSON REDEVELOPMENT AGENCY PROJECTS & RENTAL ASSISTANCE

PROJECTS

425 - 437 E. Carson Street: The Agency entered into a Disposition and Development Agreement (DDA) on June 15, 2010, with The Related Companies for development of a 9% tax credit, 65-unit affordable housing apartment complex. The Agency is contributing the land and providing \$6.88 million in assistance toward development of the \$22 million project. The Related Co. obtained their tax credits and the Agency sold them the land on March 11, 2011, with construction beginning by April, 2011.

2535-2569 East Carson Street: In August, 2009, the Agency acquired the 0.92 acre site for the purpose of developing affordable housing. On August 3, 2010, the Agency entered into an ENA with The Olson Company to negotiate the terms of a DDA for development of the site as an affordable, for-sale, single-family, residential housing project. The Olson Co. and Agency staff had numerous meetings with local neighborhood groups and homeowner associations to perfect a design for a 100% moderately affordable, 12-unit single-family detached residential development. The Agency will contribute the land and provide approximately \$1.3 million in assistance toward the project. The Agency is expected to enter into a DDA with the Olson Co. in April, 2011.

616 E. Carson Street: The Agency executed a DDA on February 16, 2011, with CityView for development of a 9.75-acre, \$51 million mixed-use residential commercial/retail project. The project consists of one hundred fifty-two (152) for-sale residential units and approximately 13,000 square feet of ground floor retail space. Fifteen percent (15%) of the residential units will be sold to qualified affordable buyers. CityView has about a year to obtain all entitlements and pull a building permit, at which time the Agency will sell them the land for \$2.25 million and escrow will close, with construction to begin 30 days thereafter.

21009 S. Prospect Avenue; 2671, 2673 & 2677 E. Tyler Street: These properties, adjacent to and contiguous with the larger city-owned property at 2666 Dominguez Street, have been acquired by the Agency during the past six years to assemble a reasonable size development site. Together they comprise 2.54 acres. The larger city-owned property is 1 acre (location of the Dominguez Trailer Park). All properties were acquired for redevelopment of an affordable housing project. The Agency is currently working towards an ENA with AMCAL Multi-Housing, Inc. to negotiate the terms of a DDA for development of an affordable 21-unit, for-sale, single-family detached housing project. The total estimated cost of the proposed project is \$7.5 million. Agency assistance would be approximately \$2.6 million toward construction and \$1.6 for mortgage assistance. Relocation of the existing trailer park tenants by the Agency, prior to any development, is estimated to cost \$2.5 million. Thus, the aggregate cost to the Agency for this proposed project would be \$6.7 million.



615 E. Carson Street: The Agency assembled this 1.7-acre site with 21521 Avalon Boulevard, a 1-acre Agency-owned property at the NW corner of Carson & Avalon. The 2.7-acre assembled site was included in an RFP process for development as a mixed-use residential development. Any proposed development was to include the privately-held, approximately 1-acre, corner property between the Agency-owned properties. Only two developers provided proposals and neither was considered viable as they failed to adequately address the privately-held property. Thus, developers are being sought who can include the privately-held corner property in a development, that considering acquisition and relocation costs, along with development costs, could require Agency assistance of as much as \$22 million.

600-610 W. Carson Street: The Agency will enter into an Exclusive Negotiating Agreement (ENA) with AMCAL Multi Housing, Inc., to negotiate the terms of a DDA for acquisition of property adjacent to the Agency-owned site at 21725 Figueroa Street, and development of the entire 1.14-acre site as an affordable housing project. The proposed project will be a 9% tax credit project and will include a total of 55 two and three bedroom units, with underground parking and possibly some retail space. The total development cost is estimated at \$19 million; with the Agency contributing its land and additional assistance in the amount of \$6.6 million.

526 W. Carson Street & 21704 S. Figueroa Street: This Agency-owned property is a 0.4-acre site at the SW corner of Carson Street and Figueroa Street. It was purchased with the intention of assembling other adjacent properties with it to form a more developable site. In the recent past, the Agency has negotiated with the owners of the properties to the east and south for purchase of their properties. For various reasons, no deal was struck with either party. Should the Agency and/or a developer be successful in assembling the referenced properties, the result would be a 1.5-acre site. Developed in conformance with the zoning and land use for the property, it is reasonable to assume that the resulting project would be similar to that proposed for the 600-610 W. Carson Street site, and that the required Agency assistance could be estimated at about \$6 million.

The Boulevards: The Boulevards, formerly the Carson Marketplace, is a 163-acre, \$800 million regional mixed-use development by the team of LNR and Hopkins Real Estate Group ("Developer"). Fully entitled, current plans call for construction of 1.2 million square feet of retail space, including a hotel and cinema complex, and 1,250 residential units, some for-sale and some rental units. Construction will begin when the more than \$100 million site remediation (of which the Agency has provided approximately \$60 million in bond funds per its OPA with the Developer) is complete. The Owner Participation Agreement (OPA) between the developer and the Agency contains an Affordable Housing Agreement and a Regulatory Agreement and Declaration of CC&RS requiring the Developer to designate 15%, or 60 of the first phase of 400 rental units, as very low income units. The Agency is required to provide the warranted assistance to the Developer to guarantee affordability covenants for these 60 units for 55 years. The amount of warranted assistance is estimated to be \$18 million.

244 – 248 W. Carson Street: The Agency entered into an ENA with Bridge Housing on January 18, 2011, to negotiate the terms of a DDA for acquisition and redevelopment of the site. The project will entail purchase of an older 1.6-acre mixed-use center, which includes a substandard apartment conversion of 75 studio and one-bedroom units and 11,000 square feet of retail space.



The proposed project will be a 9% tax credit project and will produce 78 affordable rental units with underground parking. The land cost is estimated at \$4.5 million, tenant relocation at \$1.5 million and Agency assistance at \$10 million for a total of \$16 million.

RENTAL ASSISTANCE

Carson Terrace L.P.

In June 1999, the Carson Redevelopment Agency entered into an OPA with Carson Terrace, L.P. ("Developer") for development and operation of an affordable senior citizen housing project ("Project"). Pursuant to the OPA, the Developer executed a promissory note for a short-term construction loan in the amount of \$2,205,000 with a simple interest rate of 3%. Subsequently, the Developer executed a promissory note for a long term loan with a 5% simple interest rate for the purpose of retiring the construction loan. An amendment to the OPA, dated December 15, 2000, increased the amount of the long term loan to \$2,243,587. The amount of Developer loan repayments are equal to 50% of the positive cash flow generated by the Project. Pursuant to the OPA, the Agency is also required to provide the Developer a rent subsidy in the amount of \$73,320 per year for 30 years following the date of the certificate of occupancy for the Project, which is through FY 2029/30.

Avalon Courtyard Senior Apartments

In July 1992, the Carson Redevelopment Agency entered into an DDA with Thomas Safran & Associates ("Developer") for development and operation of an affordable senior citizen housing project ("Project"). Pursuant to the DDA, the Developer executed a promissory note for a loan in the amount of \$2,681,000 with a simple interest rate of 5%. The amount of Developer loan repayments are equal to 50% of the positive cash flow generated by the Project. Pursuant to the DDA, as amended, the Agency is also required to provide the Developer a rent subsidy in the amount of \$160,524 per year for 30 years following the date of the certificate of occupancy for the Project, which is through FY 2024/25.

