



City of Carson

Report to Successor Agency

March 6, 2012
New Business Consent

SUBJECT: CONSIDER APPROVING A PURCHASE AND SALE AGREEMENT BY AND BETWEEN THE CITY OF CARSON ACTING AS THE CARSON SUCCESSOR AGENCY OF THE CARSON REDEVELOPMENT AGENCY AND KIA CAR PROS FOR THE SALE OF THE AGENCY-OWNED PROPERTY LOCATED AT 22020 RECREATION ROAD

Submitted by Clifford W. Graves
Economic Development General Manager

Approved by David C. Biggs
City Manager

I. SUMMARY

The subject of this report is the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions (Exhibit No. 1) by and between the city of Carson acting as the Carson Successor Agency of the Carson Redevelopment Agency (CSA) and KIA Car Pros, Inc. (KIA) for the sale of the approximately 5.6-acre CSA-owned property located at 22020 Recreation Road (Property) (Exhibit No. 2).

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the sale of the property located at 22020 Recreation Road.
2. AUTHORIZE the Mayor to execute the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions following approval as to form by the City Attorney.

III. ALTERNATIVES

1. MODIFY and APPROVE the Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions as the Successor Agency Board may require.
2. TAKE another action the Successor Agency Board deems appropriate.

IV. BACKGROUND

In February of this year, KIA approached the CSA with a proposal to purchase the Property for the development and operation of a new KIA auto dealership. The Property, former home of the Altmans Winnebago RV dealership, has been vacant since August of 2011. The Property is positioned adjacent to the I-405 freeway and is well suited for operation as a new car dealership.

KIA's existing dealership operates on an approximately 3.5-acre site located at 21243 Avalon Boulevard in Carson. Despite its small lot size and lack of direct freeway

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visibility, the existing KIA dealership is one of the top sales generating KIA dealerships in all of North America. KIA seeks to expand its business by relocating to the larger 5.6-acre, freeway adjacent Property. KIA anticipates that the construction of a new state-of-the-art facility at a superior venue will result in the dealership doubling its current sales figures.

Pursuant to the Agreement, the CSA will sell the Site to KIA for the purchase price of \$6,300,000.00, which is the fair market value of the Property as established by an independent appraisal performed by Goeppner & Associates dated February 13, 2011.

The operation of a new KIA dealership at the Property would eliminate the physical blight created by the current vacancy and generate sales tax for the city. Therefore, staff recommends that the City Council approve the sale of the Property.

V. FISCAL IMPACT

The CSA will receive the purchase price in the amount of \$6,300,000.00. Sale proceeds must be deposited in the Redevelopment Obligation Retirement fund account pursuant ABx26 guidelines.

VI. EXHIBITS

1. Purchase and Sale Agreement. (pgs. 3-36)
2. Vicinity Map. (pg. 37)

Document2

Prepared by: William Watkins, Redevelopment Project Analyst

TO:Rev01-23-12

Reviewed by:

City Clerk	City Treasurer
Administrative Services	Development Services
Economic Development	Public Services

Action taken by Successor Agency

Date_____ Action_____

**AGREEMENT FOR PURCHASE AND SALE
OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS**

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS (this "Agreement") is made this 6th day of March, 2012 by and between the CITY OF CARSON acting as the CARSON SUCCESSOR AGENCY of the CARSON REDEVELOPMENT AGENCY, a public body ("Seller"), and KIA CAR PROS, a _____ ("Buyer").

TERMS AND CONDITIONS

1. PURCHASE AND SALE OF PROPERTY.

Seller is the owner of that certain real property located in the City of Carson, County of Los Angeles, State of California, located at 2201 East Carson Street, Carson, California, 90810 (APN's: 7328-001-001, 7328-001-011 and 7328-001-006, 007, and 018) more particularly described in Exhibit "A", attached hereto and by this reference incorporated herein, together with all improvements thereon (the "Property"). The Property does not include the billboard structure as defined in Section 10.

Buyer hereby agrees to purchase from Seller, and Seller agrees to sell to Buyer the Property, upon the terms and conditions hereinafter set forth.

2. OPENING OF ESCROW.

Within three (3) business days after the execution of this Agreement the parties shall open an escrow ("Escrow") with Chicago Title Company ("Escrow Holder") by causing an executed copy of this Agreement to be deposited with Escrow Holder, together with a good funds deposit by the Buyer of Ten Thousand Dollars (\$10,000.00) ("Good Faith Deposit"). Escrow shall be deemed open on the date that a fully executed copy of this Agreement and the Good Faith Deposit are delivered to Escrow Holder ("Opening of Escrow"). The Good Faith Deposit shall be applied to the purchase price of the Property at Closing (as defined below).

3. PURCHASE PRICE.

3.1. Amount of Purchase Price.

The purchase price for the Property shall be Six Million Three Hundred Sixty Thousand Dollars (\$6,360,000.00) ("Purchase Price"), which is the fair market value of the Property as established by an independent appraisal performed by Goepner & Associates dated February 13, 2011.

3.2. Payment of Purchase Price.

No later than two (2) days preceding Close of Escrow, Buyer shall deposit the balance of the Purchase Price with Escrow Holder in "Good Funds." Good Funds shall mean a wire transfer



of funds, cashier's or certified check drawn on or issued by the offices of a financial institution located in the State of California, or cash. Escrow Holder shall disburse the cash amount of the Purchase Price to Seller after recordation of the grant deed transferring title to the Property to Buyer.

4. ADDITIONAL FUNDS AND DOCUMENTS REQUIRED FROM BUYER AND SELLER.

4.1. Buyer.

Buyer agrees that on or before 12:00 noon two (2) days prior to the Closing Date, Buyer will deposit with Escrow Holder all additional funds and/or documents (executed and acknowledged, if appropriate) which are necessary to comply with the terms of this Agreement.

4.2. Seller.

Seller agrees that on or before 12:00 noon two (2) days prior to the Closing Date, Seller will deposit with Escrow Holder an executed and recordable grant deed ("Grant Deed"), substantially in the form attached hereto as Exhibit "B", conveying the Property to Buyer, together with such funds and other items and instruments as may be necessary for the Escrow Holder to comply with this Agreement. Escrow Holder will cause the Grant Deed to be recorded when (but in no event after the date specified in Section 5.1 below) Escrow Holder can issue the Title Policy, in the form described in Section 6 below, and holds for the account of Seller the items described above to be delivered to Seller through Escrow, less costs, expenses and disbursements chargeable to Seller pursuant to the terms hereof.

5. CLOSING DATE; TIME IS OF ESSENCE.

5.1. Closing Date.

Escrow shall close no later than sixty (60) days after the opening of escrow ("Closing Date"), unless otherwise extended as memorialized in a writing signed by the parties. The terms "Close of Escrow" and/or "Closing" are used herein to mean the time Seller's Grant Deed is filed for recording by the Escrow Holder in the Office of the County Recorder of Los Angeles County, California.

5.2. Time is of Essence.

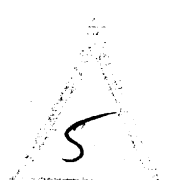
Buyer and Seller specifically understand that time is of the essence and Buyer and Seller specifically agree to strictly comply and perform their obligations herein in the time and manner specified and waive any and all rights to claim such compliance by mere substantial compliance with the terms of this Agreement.

6. TITLE POLICY.



6.1. Approval of Title.

- a. Promptly following execution of this Agreement, but in no event later than five (5) days following Opening of Escrow, Seller shall provide Buyer with a preliminary title report issued through Chicago Title Company (the "Title Company"), describing the state of title to the Property, together with copies of all exceptions specified therein and a map plotting all easements specified therein (collectively, the "Preliminary Title Report"). Buyer shall notify Seller in writing ("Buyer's Title Notice") of Buyer's approval of all matters contained in the Preliminary Title Report or of any objections Buyer may have to title exceptions or other matters ("Disapproved Exceptions") contained in the Preliminary Title Report within ten (10) days after Buyer's receipt of the Preliminary Title Report.
- b. In the event Buyer delivers Buyer's Title Notice within said period, Seller shall have a period of ten (10) days after receipt of Buyer's Title Notice in which to notify Buyer of Seller's election to either (i) agree to attempt to remove the Disapproved Exceptions prior to the Close of Escrow; or (ii) decline to remove any such Disapproved Exceptions ("Seller's Notice"). If Seller notifies Buyer of its election to decline to remove the Disapproved Exceptions, or if Seller is unable to remove the Disapproved Exceptions, Buyer may elect either to terminate this Agreement and the Escrow or to accept title to the Property subject to the Disapproved Exception(s). Buyer shall exercise such election by delivery of written notice to Seller and Escrow Holder within five (5) days following the earlier of (i) the date of written advice from Seller that such Disapproved Exception(s) cannot be removed; or (ii) the date Seller declines to remove such Disapproved Exception(s).
- c. Upon the issuance of any amendment or supplement to the Preliminary Title Report which adds additional exceptions, the foregoing right of review and approval shall also apply to said amendment or supplement, provided, however, that Buyer's initial period of review and approval or disapproval of any such additional exceptions shall be limited to five (5) days following receipt of notice of such additional exceptions.
- d. Nothing to the contrary herein withstanding, Buyer shall be deemed to have automatically objected to all deeds of trust, mortgages, judgment liens, federal and state income tax liens, delinquent general and special real property taxes and assessments and similar monetary encumbrances affecting the Property, and



Seller shall discharge any such non-permitted title matter of record prior to or concurrently with the Close of Escrow.

6.2. Title Policy.

At the Close of Escrow, the Escrow Holder shall furnish Buyer with CLTA Policy of Title Insurance (the "Title Policy") for the Buyer's interest, wherein the Title Company shall insure that title to the Property shall be vested in Buyer, containing no exception to such title which has not been approved or waived by Buyer in accordance with this Section. The cost of the Title Policy to Seller shall be that of a CLTA policy with Buyer paying the additional cost for the preparation and issuance of an ALTA Owner's Extended form should Buyer choose the extended form. The Title Policy shall include any available title insurance, extended coverage or endorsements that Buyer has reasonably requested.

7. DUE DILIGENCE.

7.1. Scope of Due Diligence.

Buyer, for a period of forty-five (45) days following the date of Opening of Escrow (the "Due Diligence Period"), shall have the right to make an analysis of the Property consisting of such engineering, economic and/or any other type of feasibility studies, soils tests, environmental studies and other investigations as Buyer in its sole discretion may desire, to permit Buyer to determine the suitability of the Property for Buyer's contemplated uses and to conduct such other review and investigation which Buyer deems appropriate to satisfy itself to acquire the Property. Buyer shall further have the right to make an examination of all licenses, permits, authorizations, approvals and governmental regulations which affect the Property, including zoning and land use issues and conditions imposed upon the Property by governmental agencies. Upon the execution of this Agreement by both parties, Seller shall make available to Buyer true, correct and complete copies of contracts which relate to the Property (together with any amendments or modifications thereto), and all reports in Seller's possession respecting the physical condition of the Property, if any, and any other information in Seller's possession or control reasonably requested by Buyer regarding the Property.

7.2. Entry for Investigation.

- a. Pursuant to the terms of a Right-of-Entry Agreement, attached hereto as Exhibit "C", Seller grants to Buyer, its agents and employees, upon notice to Seller, a limited license to enter upon any portion of the Property for the purpose of conducting engineering surveys, soil tests, investigations or other studies reasonably necessary to evaluate the condition of the Property, which studies, surveys, investigations and tests shall be done at Buyer's sole cost and expense.
- b. As a condition to Buyer's entry, inspection or testing, Buyer shall keep the Property free and clear of all materialmen's liens, lis pendens and other liens arising out of the entry and work performed under this Agreement.



7.3. Approval of Due Diligence Matters.

Buyer shall notify Seller in writing ("Buyer's Due Diligence Notice") on or before the expiration of the Due Diligence Period of Buyer's approval or disapproval of the condition of the Property and Buyer's investigations with respect thereto (excluding title matters which are to be approved or disapproved pursuant to Section 6.1 above), which approval may be withheld in Buyer's sole and absolute discretion. Buyer's failure to deliver Buyer's Due Diligence Notice on or before the Due Diligence Date shall be conclusively deemed Buyer's disapproval thereof. Buyer's disapproval or deemed disapproval of said matters shall automatically terminate this Agreement.

8. CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

8.1. Conditions to Buyer's Obligations.

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

- a. Title Company will issue the Title Policy as required by Section 6 of this Agreement insuring title to the Property vested in Buyer.
- b. Buyer has approved in writing the condition to title of the Property on or before the date provided in Section 6. 1 above.
- c. Buyer has approved in writing all Due Diligence matters on or before the Due Diligence Date.
- d. Seller has delivered to Escrow Holder an executed Assignment of the Billboard Lease (as defined in Section 10 hereunder) to the Buyer.
- e. Escrow Holder holds and will deliver to Buyer the instruments and funds, if any, accruing to Buyer pursuant to this Agreement.

8.2. Condition to Seller's Obligations.

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

- a. Escrow Holder holds and will deliver to Seller the instruments and funds accruing to Seller pursuant to this Agreement.

9. CONDITION OF THE PROPERTY.

10.1 Disclaimer of Warranties. Upon the Closing of Escrow, Buyer shall acquire the Property in its "AS-IS" condition and Buyer shall be responsible for any defects in the Property, whether patent or latent, including, without limitation, the physical, environmental and geotechnical condition of the Property, and the existence of any contamination, Hazardous



Materials, vaults, debris, pipelines, or other structures located on, under or about the Property, and Seller makes no other representation or warranty concerning the physical, environmental, geotechnical or other condition of the Property, and Seller specifically disclaims all representations or warranties of any nature concerning the Property made by it, the City of the Carson ("City) and their respective employees, agents and representatives. The foregoing disclaimer includes, without limitation, topography, climate, air, water rights, utilities, soil, subsoil, existence of Hazardous Materials or similar substances, the purpose for which the Property is suited, or drainage.

10.2 Hazardous Materials. Buyer understands and agrees that, in the event Buyer incurs any loss or liability concerning Hazardous Materials (as hereinafter defined) and/or underground storage tanks whether attributable to events occurring prior to or following the Closing, then Buyer may look to current or prior owners of the Property, but in no event shall Buyer look to Seller or City for any liability or indemnification regarding Hazardous Materials and/or underground storage tanks. Buyer, and each of the entities constituting Buyer, if any, from and after the Closing, hereby waives, releases, remises, acquits and forever discharges Seller, City, their directors, officers, shareholders, employees, and agents, and their heirs, successors, personal representatives and assigns, of and from any and all Environmental Claims, Environmental Cleanup Liability and Environmental Compliance Costs, as those terms are defined below, and from any and all actions, suits, legal or administrative orders or proceedings, demands, actual damages, punitive damages, loss, costs, liabilities and expenses, which concern or in any way relate to the physical or environmental conditions of the Property, the existence of any Hazardous Material thereon, or the release or threatened release of Hazardous Materials there from, whether existing prior to, at or after the Closing. It is the intention of the parties pursuant to this release that any and all responsibilities and obligations of Seller and City, and any and all rights, claims, rights of action, causes of action, demands or legal rights of any kind of Buyer, its successors, assigns or any affiliated entity of Buyer, against the Seller or City, arising by virtue of the physical or environmental condition of the Property, the existence of any Hazardous Materials thereon, or any release or threatened release of Hazardous Material there from, whether existing prior to, at or after the Closing, are by this release provision declared null and void and of no present or future force and effect as to the parties; provided, however, that no parties other than the Indemnified Parties (defined below) shall be deemed third party beneficiaries of such release.

In connection therewith, Buyer and each of the entities constituting Buyer, expressly agree to waive any and all rights which said party may have with respect to such released claims under Section 1542 of the California Civil Code which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

BUYER'S INITIALS: _____ SELLER'S INITIALS: _____

Buyer and each of the entities constituting Buyer, shall, from and after the Closing, defend, indemnify and hold harmless Seller, City and their officers, directors, employees, agents and representatives (collectively, the "Indemnified Parties") from and against any and all



Environmental Claims, Environmental Cleanup Liability, Environmental Compliance Costs, and any other claims, actions, suits, legal or administrative orders or proceedings, demands or other liabilities resulting at any time from the physical and/or environmental conditions of the Property whether before or after the Closing or from the existence of any Hazardous Materials or the release or threatened release of any Hazardous Materials of any kind whatsoever, in, on or under the Property occurring at any time whether before or after the Closing, including, but not limited to, all foreseeable and unforeseeable damages, fees, costs, losses and expenses, including any and all attorneys' fees and environmental consultant fees and investigation costs and expenses, directly or indirectly arising there from, and including fines and penalties of any nature whatsoever, assessed, levied or asserted against any Indemnified Parties to the extent that the fines and/or penalties are the result of a violation or an alleged violation of any Environmental Law. Buyer further agrees that in the event Buyer obtains, from former or present owners of the Property or any other persons or entities, releases from liability, indemnities, or other forms of hold harmless relating to the subject matter of this Section, Buyer shall use its diligent efforts to obtain for Seller and City the same releases, indemnities and other comparable provisions.

For purposes of this Section, the following terms shall have the following meanings:

"Environmental Claim" means any claim for personal injury, death and/or property damage made, asserted or prosecuted by or on behalf of any third party, including, without limitation, any governmental entity, relating to the Property or its operations and arising or alleged to arise under any Environmental Law.

"Environmental Cleanup Liability" means any cost or expense of any nature whatsoever incurred to contain, remove, remedy, clean up, or abate any contamination or any Hazardous Materials on or under all or any part of the Property, including the ground water hereunder, including, without limitation, (i) any direct costs or expenses for investigation, study, assessment, legal representation, cost recovery by governmental agencies, or ongoing monitoring in connection therewith and (ii) any cost, expense, loss or damage incurred with respect to the Property or its operation as a result of actions or measures necessary to implement or effectuate any such containment, removal, remediation, treatment, cleanup or abatement.

"Environmental Compliance Cost" means any cost or expense of any nature whatsoever necessary to enable the Property to comply with all applicable Environmental Laws in effect. "Environmental Compliance Cost" shall include all costs necessary to demonstrate that the Property is capable of such compliance.

"Environmental Law" means any federal, state or local statute, ordinance, rule, regulation, order, consent decree, judgment or common-law doctrine, and provisions and conditions of permits, licenses and other operating authorizations relating to (i) pollution or protection of the environment, including natural resources, (ii) exposure of persons, including employees, to Hazardous Materials or other products, raw materials, chemicals or other substances, (iii) protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges or releases of chemical substances from industrial or commercial activities, or (iv) regulation of the manufacture, use or introduction into commerce of chemical substances, including, without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and disposal.



"Hazardous Material" is defined to include any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is: (i) petroleum or oil or gas or any direct or derivate product or byproduct thereof; (ii) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code; (iii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code; (iv) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Sections 25501(o) and (p) and 25501.1 of the California Health and Safety Code (Hazardous Materials Release Response Plans and Inventory); (v) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code (Underground Storage of Hazardous Substances); (vi) "used oil" as defined under Section 25250.1 of the California Health and Safety Code; (vii) asbestos; (viii) listed under Article 9 or defined as hazardous or extremely hazardous pursuant to Article 1 of Title 22 of the California Code of Regulations, Division 4, Chapter 30; (ix) defined as "waste" or a "hazardous substance" pursuant to the Porter-Cologne Act, Section 13050 of the California Water Code; (x) designated as a "toxic pollutant" pursuant to the Federal Water Pollution Control Act, 33 U.S.C. § 1317; (xi) defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq. (42 U.S.C. § 6903); (xii) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq. (42 App. U.S.C. § 9601); (xiii) defined as "Hazardous Material" or a "Hazardous Substance" pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; or (xiv) defined as such or regulated by any "Superfund" or "Superlien" law, or any other federal, state or local law, statute, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials, oil wells, underground storage tanks, and/or pipelines, as now, or at any time hereafter, in effect.

Notwithstanding any other provision of this Agreement, Buyer's release and indemnification as set forth in the provisions of this Section, as well as all other provisions of this Section, shall survive the termination of this Agreement and shall continue in perpetuity.

Notwithstanding anything to the contrary in this Section, Buyer's release and indemnification of the Indemnified Parties from liability pursuant to this Section shall not extend to Hazardous Materials brought onto the Property by Seller or City or their respective contractors, agents or employees.

10. BILLBOARD LEASE.

Prior to Closing, Seller shall deliver to Escrow Holder an executed Assignment of that certain Lease #14133 dated November 1, 1989 between Gannet Outdoor Co., Inc of Southern California and David Altman, and all amendments thereto (collectively, the "Billboard Lease"), transferring all of Seller's interests, rights, and obligations which exist or arise out of the Billboard Lease to the Buyer.



11. ESCROW PROVISIONS.

11.1. Escrow Instructions.

This Agreement, when signed by Buyer and Seller, shall also constitute escrow instructions to Escrow Holder. If required by Escrow Holder, Buyer and Seller agree to execute Escrow Holder's standard escrow instructions, provided that the same are consistent with and do not conflict with the provisions of this Agreement. In the event of any such conflict, the provisions of this Agreement shall prevail.

11.2. General Escrow Provisions.

Escrow Holder shall deliver the Title Policy to the Buyer and instruct the Los Angeles County Recorder to mail the Grant Deed to Buyer at the address set forth in Section 17 after recordation. All funds received in this Escrow shall be deposited in one or more general escrow accounts of the Escrow Holder with any bank doing business in Los Angeles County, California, and may be disbursed to any other general escrow account or accounts. All disbursements shall be according to that party's instructions. This 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.

11.3. Proration of Real Property Taxes.

All nondelinquent general and special real property taxes shall be prorated to the Close of Escrow on the basis of a thirty (30) day month and a three hundred sixty (360) day year. In the event that property taxes are assessed on a parcel of real property which includes land other than the Property, such proration shall include only taxes attributable to the Property, calculated in terms of total gross square feet of land assessed pursuant to the tax statement versus total gross square footage of the Property.

11.4. Payment of Costs.

Buyer shall pay documentary transfer taxes, any premium charges for an ALTA Seller's Extended Title Policy if necessary and any non-standard coverage requested by Buyer, the charges for drawing and recording the Grant Deed, and one-half of the Escrow fee. Seller shall pay any fees and costs charged by any lender or other entity to obtain reconveyances or otherwise put title in the condition described in Section 6. All other costs of Escrow not otherwise specifically allocated by this Agreement shall be apportioned between the parties in a manner consistent with the custom and usage of Escrow Holder.

11.5. Termination and Cancellation of Escrow.

If Escrow fails to close as provided above, Escrow shall terminate automatically without further action by Escrow Holder or any party, and Escrow Holder is instructed to return all funds and documents then in Escrow to the respective depositor of the same with Escrow Holder. Cancellation of Escrow, as provided herein, shall be without prejudice to whatever legal rights Buyer or Seller may have against each other arising from the Escrow or this Agreement. Notwithstanding the above, if Escrow fails to close after Buyer's approval of the condition of the



Property pursuant to Section 7.3, Seller shall be entitled to retain the Good Faith Deposit as an offset to its costs.

11.6. Information Report.

Escrow Holder shall file and Buyer and Seller agree to cooperate with Escrow Holder and with each other in completing any report ("Information Report") and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code Section 6045(e) regarding the real estate sales transaction contemplated by this Agreement, including without limitation, Internal Revenue Service Form 1099-B as such may be hereinafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereinafter promulgated by the Treasury Department with respect thereto. Buyer and Seller also agree that Buyer and Seller, their respective employees and attorneys, and escrow Holder and its employees, may disclose to the Internal Revenue Service, whether pursuant to such Information Report or otherwise, any information regarding this Agreement or the transactions contemplated herein as such party reasonably deems to be required to be disclosed to the Internal Revenue Service by such party pursuant to Internal Revenue Code Section 6045(e), and further agree that neither Buyer nor Seller shall seek to hold any such party liable for the disclosure to the Internal Revenue Service of any such information.

11.7. Brokerage Commissions.

Buyer and Seller 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. Buyer and Seller each agree to indemnify and hold the other parties 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 it, if any, to pay a broker's commission and/or finder's fee.

12. RISK OF PHYSICAL LOSS.

Risk of physical loss to the Property shall be borne by Seller prior to the Close of Escrow and by Buyer thereafter. In the event that the Property shall be damaged by fire, flood, earthquake or other casualty Buyer shall have the option to terminate this Agreement, provided notice of such termination is delivered to Seller within twenty (20) days following the date Buyer learns of the occurrence of such casualty. If Buyer fails to terminate this Agreement pursuant to the foregoing sentence within said twenty (20) day period, Buyer shall complete the acquisition of the Property, in which case Seller shall assign to Buyer the interest of Seller in all insurance proceeds relating to such damage (subject to the rights of tenants under leases of the Property). Seller shall consult with Buyer regarding any proposed settlement with the insurer and Buyer shall have the reasonable right of approval thereof. Seller shall hold such proceeds until the Close of Escrow. In the event this Agreement is terminated for any reason, Buyer shall have no right to any insurance proceeds.

13. EXTENSION.

The Closing Date may be extended, upon Buyer's written request, by the mutual written consent of the parties for up to a cumulative total of not more than thirty (30) days. The



Executive Director of the Seller shall have the authority on behalf of the Seller to approve extensions of time not to exceed 30 days in his sole and absolute discretion.

14. NON COLLUSION.

No official, officer, or employee of the Seller has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of the Seller participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interest found to be "remote" or "non interest" pursuant to California Government Code Sections 1091 and 1091.5. Buyer warrants and represents that (s)he/it has not paid or given, and will not pay or give, to any third party including, but not limited to, and Seller official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded this Agreement. Buyer further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any Seller official, officer, or employee, as a result or consequence of obtaining or being awarded any agreement. Buyer is aware of and understands that any such act(s), omission(s) or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Buyer Initials _____

15. ASSIGNMENT.

Neither party shall have the right to assign this Agreement or any interest or right hereunder or under the Escrow without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, personal representatives, successors and assigns.

16. ATTORNEYS' FEES.

In any action between the parties hereto seeking enforcement of any of the terms and provisions of this Agreement or the Escrow, or otherwise in connection with the Property, the prevailing party in such action shall be entitled, to have and to recover from the other party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding, in addition to its recoverable court costs.

17. NOTICES.

Any notice which either party may desire to give to the other party or to the Escrow Holder must be in writing and may be given by personal delivery or by mailing the same by registered or certified mail, return receipt requested, 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 Seller: Successor Agency of the Carson Redevelopment Agency
1 Civic Plaza Drive, Suite 500
Carson, California 90745
Attention: Clifford W. Graves

Copy To: Aleshire & Wynder, LLP
18881 Von Karman Avenue, Suite 1700
Irvine, California 92612
Attention: Tiffany Israel, Esq.

To Buyer: _____
_____, California 9 _____
Attention: _____

18. INTERPRETATION; GOVERNING LAW.

This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this 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.

19. NO WAIVER.

No delay or omission by either party in exercising any right or power accruing upon the compliance or failure of performance by the other party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party 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.

20. MODIFICATIONS.

Any alteration, change or modification of or to this 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.

21. SEVERABILITY.

If any term, provision, condition or covenant of this 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 Agreement shall be valid and enforceable to the fullest extent permitted by law.

22. MERGER OF PRIOR AGREEMENTS AND UNDERSTANDINGS.

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

23. NO WITHHOLDING BECAUSE NON-FOREIGN SELLER.

Seller represents and warrants to Buyer that Seller is not, and as of the Close of Escrow will not be, a foreign person within the meaning of Internal Revenue Code Section 1445 or an out-of-state seller under California Revenue and Tax Code Section 18805 and that it will deliver to Buyer on or before the Close of Escrow a non-foreign affidavit on Escrow Holder's standard form pursuant to Internal Revenue Code Section 1445(b)(2) and the Regulations promulgated thereunder and a California Form 590-RE.

24. EXECUTION IN COUNTERPARTS.

This 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.

[END - SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Purchase and Sale of Real Property and Escrow Instructions as of the date set forth above.

"SELLER"

CITY OF CARSON acting as the CARSON
SUCCESSOR AGENCY of the CARSON
REDEVELOPMENT AGENCY, a public body

By: _____
Mayor Jim Dear

ATTEST:

Chief Deputy City Clerk Wanda S. Higaki

APPROVED AS TO FORM:

Aleshire & Wynder, LLP

City Attorney

"BUYER"

KIA CarPros,
a _____

By: _____

Its: _____

By: _____

Its: _____



EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

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

PARCEL 1:

LOT 1 OF TRACT 27833, AS PER MAP RECORDED IN BOOK 778 PAGES 68 TO 71 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL OIL, NAPHTHA, GAS, PETROLEUM OR OTHER HYDROCARBON SUBSTANCES DEPOSITED IN, LYING UNDER OR FLOWING THROUGH SAID LAND, AND ALL METALS AND MINERALS THEREIN OR THEREON, BUT WITH NO RIGHT OF SURFACE OR SUBSURFACE ENTRY, ABOVE A BELOW A DEPTH OF 500 FEET FROM THE PRESENT SURFACE OF THAT PORTION OF LOT 1 WITHIN LOT 40 AND PORTIONS OF LUCERNE STREET AND 220TH STREET THAT WOULD PASS WITH A CONVEYANCE OF SAID LOT 40 OF TRACT 4546, AS PER MAP RECORDED IN BOOK 50 PAGES 21 AND 22 OF MAPS, FOR THE EXTRACTION OF SAME, AS RESERVED BY ETHEL HADDOK, A MARRIED WOMAN IN DEED RECORDED SEPTEMBER 16, 1963 AS INSTRUMENT NO. 309 IN BOOK D2182 PAGE 356 OFFICIAL RECORDS.

APN(s): 7328-001-001

PARCEL 2:

THOSE PORTIONS OF LOTS 50 AND 51 OF TRACT 4546, AS PER MAP RECORDED IN BOOK 50 PAGES 21 AND 22 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING GENERALLY NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE MOST EASTERLY CORNER OF THE LAND DESCRIBED IN PARCEL 2 OF DIRECTOR'S DEED D7426.1, RECORDED MAY 2, 1967 IN BOOK D3631 PAGE 120 OF OFFICIAL RECORDS; THENCE ALONG THE GENERAL SOUTHERLY LINE OF SAID PARCEL 2 THE FOLLOWING THREE COURSES (1) SOUTH 89 DEGREES 50' 16" WEST 109.98 FEET; (2) NORTH 0 DEGREES 09' 44" WEST 11.00 FEET; (3) SOUTH 89 DEGREES 50' 16" WEST 9.69 FEET TO THE SOUTHERLY TERMINUS OF THAT COURSE DESCRIBED AS NORTH 00 DEGREES 09' 44" WEST 33.24 FEET IN SAID PARCEL 2; THENCE ALONG THE SOUTHERLY PROLONGATION OF LAST MENTIONED COURSE, SOUTH 00 DEGREES 09' 44" EAST 0.08 FEET TO THE EASTERLY CONTINUATION OF THAT CURVE DESCRIBED AS HAVING A RADIUS OF 1894 FEET AND A LENGTH OF 695.95 FEET IN THE GENERAL NORTHERLY LINE OF THE LAND DESCRIBED IN DEED ESTATES PARCEL 7439, RECORDED MARCH 22, 1960 IN BOOK D788 PAGE 546 OF SAID OFFICIAL RECORDS; THENCE WESTERLY ALONG SAID EASTERLY CONTINUATION OF SAID CURVE, FROM A TANGENT WHICH BEARS NORTH 88 DEGREES 10' 53" WEST, THROUGH AN ANGLE OF 11 DEGREES 02' 20", AN ARC DISTANCE OF 364.98 FEET TO THE EASTERLY TERMINUS OF SAID CURVE.

EXCEPT THAT PORTION OF SAID LAND DESCRIBED IN SAID PARCEL 2 OF SAID DIRECTOR'S DEED.

ALSO EXCEPT THEREFROM ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS, NATURAL GAS RIGHTS, AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN THAT MAY BE WITHIN OR UNDER THE PARCEL OF LAND HEREINABOVE DESCRIBED, TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING AND OPERATING THEREFROM AND REMOVING THE SAME FROM SAID LAND OR ANY OTHER LAND, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAN THOSE HEREINABOVE DESCRIBED OIL OR GAS WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE LAND HEREINABOVE DESCRIBED AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES, WITHOUT, HOWEVER, THE RIGHT TO DRILL, MINE, EXPLORE AND OPERATE THROUGH THE SURFACE OR THE UPPER 100 FEET OF THE SUBSURFACE OF THE LAND HEREINABOVE DESCRIBED OR OTHERWISE IN SUCH MANNER AS TO ENDANGER THE SAFETY OF ANY HIGHWAY THAT MAY BE CONSTRUCTED ON SAID LANDS, AS EXCEPTED BY WALTER A. ROLL, A WIDOWER, IN DEED RECORDED December 24, 1959 AS INSTRUMENT NO. 552, AS TO LOT 51 AND AS EXCEPTED BY C.E. GRANT, IN DEED RECORDED June 28, 1957 AS INSTRUMENT NO. 2226 AND BY DEED FROM GIACONO

TRANI, ET AL., RECORDED DECEMBER 8, 1959 AS INSTRUMENT NO. 911, AS TO LOT 50.

APN(s): 7328-001-011

PARCEL 3:

LOT 3 OF TRACT 27833, IN THE CITY OF CARSON, AS PER MAP RECORDED IN BOOK 778, PAGES 68 THROUGH 71, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND A PORTION OF LOT 29 OF TRACT 4546, IN SAID CITY, AS PER MAP RECORDED IN BOOK 50, PAGES 21 AND 22 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND A PORTION OF LOT 1 OF TRACT 43751, IN SAID CITY, AS PER MAP RECORDED IN BOOK 1107, PAGES 93 THROUGH 95, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT SOUTH 89° 42' 40" WEST 134.31 FEET TO THE SOUTHWEST CORNER OF SAID LOT; THENCE ALONG THE WESTERLY LINE OF SAID LOT NORTH 0° 17' 20" TO THE SOUTHERLY LINE OF SAID LOT 29; THENCE ALONG SAID LAST MENTIONED SOUTHERLY LINE SOUTH 89° 42' 40" WEST 64.63 FEET TO THE NORTHEASTERLY LINE OF RECREATION ROAD, 46 FEET WIDE, AS SHOWN ON SAID TRACT 43751; THENCE ALONG SAID NORTHEASTERLY LINE NORTH 38° 23' 41" WEST 387.62 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF SAID TRACT 43751; THENCE NORTH 51° 36' 19" EAST 113.91 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 1, SAID NORTHEASTERLY LINE ALSO BEING THE SOUTHWESTERLY LINE OF SAID LOS ANGELES COUNTY FLOOD CONTROL DISTRICT RIGHT OF WAY AS PER DEED RECORDED IN BOOK D2465, PAGE 509 AND AS PER DEED RECORDED IN BOOK D2377, PAGE 712, OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID NORTHEASTERLY AND SOUTHWESTERLY LINES SOUTH 39° 22' 59" EAST 317.41 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1223.43 FEET, A RADIAL TO SAID POINT BEARS SOUTH 50° 54' 16" WEST; THENCE ALONG SAID CURVE AND SAID SOUTHWESTERLY LINE THROUGH A CENTRAL ANGLE OF 8° 15' 22" AN ARC DISTANCE OF 176.29 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE SOUTH 48° 54' 35" EAST 37.82 FEET ALONG THE NORTHEASTERLY LINE OF SAID LOT 3 TO THE POINT OF BEGINNING.

PURSUANT TO LOT LINE ADJUSTMENT NO. 20-91 CERTIFICATE OF COMPLIANCE RECORDED JULY 16, 1992, AS INSTRUMENT NO. 92-1293661, OF OFFICIAL RECORDS.

APN(s): 7328-001-006, 007 AND 018



EXHIBIT "B"

GRANT DEED

FREE RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Carson, CA _____
() _____
Attn: _____

(Space Above Line for Recorder's Use Only)
Exempt from filing Fees per Govt. Code § 6103

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the CITY OF CARSON acting as the CARSON SUCCESSOR AGENCY of the CARSON REDEVELOPMENT AGENCY, a public body, herein called "Grantor," hereby grants to KIA CAR PROS, a _____, herein called "Grantee," the real property referred to as Assessor's Parcel Nos. 7328-001-001, 7328-001-011, and 7328-001-006, 007, and 018, 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 _____, 2012.

"GRANTOR"

CITY OF CARSON acting as the **CARSON
SUCCESSOR AGENCY** of the **CARSON
REDEVELOPMENT AGENCY**, a public body

By: _____
Mayor Jim Dear

ATTEST:

Chief Deputy City Clerk Wanda S. Higaki



CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the grant deed dated on or about _____, 2012 from the City of Carson acting as the Carson Successor Agency of the Carson Redevelopment Agency is hereby accepted by the undersigned officer on behalf of the Grantee, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2012

GRANTEE:

KIA CAR PROS, a _____

By: _____



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 CITY OF CARSON, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 1 OF TRACT 27833, AS PER MAP RECORDED IN BOOK 778 PAGES 68 TO 71 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL OIL, NAPHTHA, GAS, PETROLEUM OR OTHER HYDROCARBON SUBSTANCES DEPOSITED IN, LYING UNDER OR FLOWING THROUGH SAID LAND, AND ALL METALS AND MINERALS THEREIN OR THEREON, BUT WITH NO RIGHT OF SURFACE OR SUBSURFACE ENTRY, ABOVE A BELOW A DEPTH OF 500 FEET FROM THE PRESENT SURFACE OF THAT PORTION OF LOT 1 WITHIN LOT 40 AND PORTIONS OF LUCERNE STREET AND 220TH STREET THAT WOULD PASS WITH A CONVEYANCE OF SAID LOT 40 OF TRACT 4546, AS PER MAP RECORDED IN BOOK 50 PAGES 21 AND 22 OF MAPS, FOR THE EXTRACTION OF SAME, AS RESERVED BY ETHEL HADDOK, A MARRIED WOMAN IN DEED RECORDED SEPTEMBER 16, 1963 AS INSTRUMENT NO. 309 IN BOOK D2182 PAGE 356 OFFICIAL RECORDS.

APN(s): 7328-001-001

PARCEL 2:

THOSE PORTIONS OF LOTS 50 AND 51 OF TRACT 4546, AS PER MAP RECORDED IN BOOK 50 PAGES 21 AND 22 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING GENERALLY NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE MOST EASTERLY CORNER OF THE LAND DESCRIBED IN PARCEL 2 OF DIRECTOR'S DEED D7426.1, RECORDED MAY 2, 1967 IN BOOK D3631 PAGE 120 OF OFFICIAL RECORDS; THENCE ALONG THE GENERAL SOUTHERLY LINE OF SAID PARCEL 2 THE FOLLOWING THREE COURSES (1) SOUTH 89 DEGREES 50' 16" WEST 109.98 FEET; (2) NORTH 0 DEGREES 09' 44" WEST 11.00 FEET; (3) SOUTH 89 DEGREES 50' 16" WEST 9.69 FEET TO THE SOUTHERLY TERMINUS OF THAT COURSE DESCRIBED AS NORTH 00 DEGREES 09' 44" WEST 33.24 FEET IN SAID PARCEL 2; THENCE ALONG THE SOUTHERLY PROLONGATION OF LAST MENTIONED COURSE, SOUTH 00 DEGREES 09' 44" EAST 0.08 FEET TO THE EASTERLY CONTINUATION OF THAT CURVE DESCRIBED AS HAVING A RADIUS OF 1894 FEET AND A LENGTH OF 695.95 FEET IN THE GENERAL NORTHERLY LINE OF THE LAND DESCRIBED IN DEED ESTATES PARCEL 7439, RECORDED MARCH 22, 1960 IN BOOK D788 PAGE 546 OF SAID OFFICIAL RECORDS; THENCE WESTERLY ALONG SAID EASTERLY CONTINUATION OF SAID CURVE, FROM A TANGENT WHICH BEARS NORTH 88 DEGREES 10' 53" WEST, THROUGH AN ANGLE OF 11 DEGREES 02' 20", AN ARC DISTANCE OF 364.98 FEET TO THE EASTERLY TERMINUS OF SAID CURVE.

EXCEPT THAT PORTION OF SAID LAND DESCRIBED IN SAID PARCEL 2 OF SAID DIRECTOR'S DEED.



ALSO EXCEPT THEREFROM ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS, NATURAL GAS RIGHTS, AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN THAT MAY BE WITHIN OR UNDER THE PARCEL OF LAND HEREINABOVE DESCRIBED, TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING AND OPERATING THEREFROM AND REMOVING THE SAME FROM SAID LAND OR ANY OTHER LAND, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAN THOSE HEREINABOVE DESCRIBED OIL OR GAS WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE LAND HEREINABOVE DESCRIBED AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES, WITHOUT, HOWEVER, THE RIGHT TO DRILL, MINE, EXPLORE AND OPERATE THROUGH THE SURFACE OR THE UPPER 100 FEET OF THE SUBSURFACE OF THE LAND HEREINABOVE DESCRIBED OR OTHERWISE IN SUCH MANNER AS TO ENDANGER THE SAFETY OF ANY HIGHWAY THAT MAY BE CONSTRUCTED ON SAID LANDS, AS EXCEPTED BY WALTER A. ROLL, A WIDOWER, IN DEED RECORDED December 24, 1959 AS INSTRUMENT NO. 552, AS TO LOT 51 AND AS EXCEPTED BY C.E. GRANT, IN DEED RECORDED June 28, 1957 AS INSTRUMENT NO. 2226 AND BY DEED FROM GIACONO TRANI, ET AL., RECORDED DECEMBER 8, 1959 AS INSTRUMENT NO. 911, AS TO LOT 50.

APN(s): 7328-001-011

PARCEL 3:

LOT 3 OF TRACT 27833, IN THE CITY OF CARSON, AS PER MAP RECORDED IN BOOK 778, PAGES 68 THROUGH 71, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND A PORTION OF LOT 29 OF TRACT 4546, IN SAID CITY, AS PER MAP RECORDED IN BOOK 50, PAGES 21 AND 22 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND A PORTION OF LOT 1 OF TRACT 43751, IN SAID CITY, AS PER MAP RECORDED IN BOOK 1107, PAGES 93 THROUGH 95, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT SOUTH 89° 42' 40" WEST 134.31 FEET TO THE SOUTHWEST CORNER OF SAID LOT; THENCE ALONG THE WESTERLY LINE OF SAID LOT NORTH 0° 17' 20" TO THE SOUTHERLY LINE OF SAID LOT 29; THENCE ALONG SAID LAST MENTIONED SOUTHERLY LINE SOUTH 89° 42' 40" WEST 64.63 FEET TO THE NORTHEASTERLY LINE OF RECREATION ROAD, 46 FEET WIDE, AS SHOWN ON SAID TRACT 43751; THENCE ALONG SAID NORTHEASTERLY LINE NORTH 38° 23' 41" WEST 387.62 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF SAID TRACT 43751; THENCE NORTH 51° 36' 19" EAST 113.91 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 1, SAID NORTHEASTERLY LINE ALSO BEING THE SOUTHWESTERLY LINE OF SAID LOS ANGELES COUNTY FLOOD CONTROL DISTRICT RIGHT OF WAY AS PER DEED RECORDED IN BOOK D2465, PAGE 509 AND AS PER DEED RECORDED IN BOOK D2377, PAGE 712, OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID NORTHEASTERLY AND SOUTHWESTERLY LINES SOUTH 39° 22' 59" EAST 317.41 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1223.43 FEET, A RADIAL TO SAID POINT BEARS SOUTH 50° 54' 16" WEST; THENCE ALONG SAID CURVE AND SAID SOUTHWESTERLY LINE THROUGH A CENTRAL ANGLE OF 8° 15' 22" AN ARC DISTANCE OF 176.29 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE SOUTH 48° 54' 35" EAST 37.82 FEET ALONG THE NORTHEASTERLY LINE OF SAID LOT 3 TO THE POINT OF BEGINNING.

PURSUANT TO LOT LINE ADJUSTMENT NO. 20-91 CERTIFICATE OF COMPLIANCE RECORDED JULY 16, 1992, AS INSTRUMENT NO. 92-1293661, OF OFFICIAL RECORDS.

APN(s): 7328-001-006, 007 AND 018



EXHIBIT "C"
RIGHT OF ENTRY AGREEMENT



RIGHT OF ENTRY AGREEMENT

This **RIGHT OF ENTRY AGREEMENT** ("License") is dated for reference purposes as of March _____, 2012, and is entered into by and between the CITY OF CARSON acting as the CARSON SUCCESSOR AGENCY of the CARSON REDEVELOPMENT AGENCY, a public body ("Agency") and **KIA CAR PROS**, a _____ ("Licensee").

RECITALS

WHEREAS, the Agency is the fee owner of that certain real property located in the City of Carson ("City"), County of Los Angeles, State of California, commonly known as 22020 Recreation Road, Carson, California 90745, and as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Agency Parcel"); and

WHEREAS, Licensee and Agency are concurrently entering that certain purchase and sale agreement dated March _____, 2012 ("Agreement") for the acquisition of the Agency Parcel by Licensee; and

WHEREAS, Licensee wishes to begin its investigation of the Agency Parcel for due diligence purposes; and

WHEREAS, Agency is willing to permit Licensee to access the Agency Parcel upon the terms and conditions stated in this License.

NOW, THEREFORE, Agency and Licensee agree as follows:

1. **LICENSE**. Agency hereby grants to Licensee a temporary license to enter and use the Agency Parcel upon and subject to the terms and conditions set forth herein. The rights of Licensee under this License include a nonexclusive right of Licensee over and across the Agency Parcel, for the purpose of conducting Agency Parcel investigations as part of Licensee's due diligence efforts in consideration of purchasing the Agency Parcel. Licensee shall give Agency 24 hours' notice prior to entering onto the Agency Parcel, which notice shall identify all consultants, contractors and other parties who may enter the Site, and shall cooperate with Agency and any other party ("Other User") using or occupying the Agency Parcel, to establish and enforce rules and procedures governing those portions of the Agency Parcel being used in common by Licensee and any Other User.

2. **TERM**. The term of this License shall commence on the date that this License is fully executed and shall terminate upon the sooner to occur of Close of Escrow under the Agreement or forty-five (45) days after the effective date of this License. Notwithstanding the above, either party may terminate this License at any time upon five (5) days' written notice to the other party.

3. **USE**. The rights of Licensee hereunder shall be temporary, only, and shall be solely for the purpose of conducting Agency Parcel investigations, above and/or below ground, as part of Licensee's due diligence efforts in consideration of purchasing the Agency



Parcel pursuant to the Agreement, and shall not be used for any other purpose. Licensee shall not permit any waste or damage to be done to the Agency Parcel and shall maintain the Agency Parcel and keep the Agency Parcel in good condition and repair. Licensee is responsible for obtaining all permits, licenses, and any other governmental authorizations required for Licensee's use of the Agency Parcel described herein.

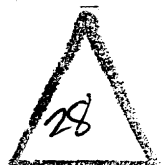
4. UTILITIES. Licensee understands that utility services are not currently available in or about the Agency Parcel during the term of this License and that, if necessary for Licensee's investigation of the Agency Parcel, Licensee shall bring water on site and provide generators and the like.

5. INDEMNIFICATION. Licensee shall indemnify, defend, protect and hold Agency and the City, and their officers, directors, agents, representatives, Agency Board and City Council members and employees ("Indemnified Parties") harmless from and shall indemnify the Indemnified Parties against all liens and encumbrances of any nature whatsoever which may arise in the exercise of Licensee's rights hereunder, and from any and all claims, causes of action, liabilities, costs and expenses (including reasonable attorneys' fees), losses or damages arising from Licensee's use of the Agency Parcel under this License, any breach of this License, or any act or failure to act of Licensee or Licensee's agents, employees, contractors, or invitees in violation of this License, except those arising out of the sole negligence or willful misconduct of Agency, its officers, agents, and/or employees. The indemnification obligations contained in this Section 5 shall survive the termination of this License.

6. DAMAGE OR LOSS. Licensee, as a material part of the consideration to Agency, hereby assumes all risk of damage to property or injury to persons in or upon the Agency Parcel while Licensee or its agents, employees and/or contractors are exercising the rights granted under this License or otherwise in connection with the Agency Parcel. Licensee hereby releases and relieves the Indemnified Parties, and waives its entire right of recovery against the Indemnified Parties, for any loss or damage arising out of or incident to the Licensee's activities on the Agency Parcel, whether due to the negligence of Agency or Licensee or their respective agents, employees and/or contractors, except loss or damage arising out of the sole negligence or willful misconduct of Agency, its officers, agents, contractors and/or employees. The release contained in this Section 6 shall survive the termination of this License.

7. ENVIRONMENTAL IMPAIRMENT.

a. Licensee shall not use, generate, manufacture, store, transport or dispose of, on or over the Agency Parcel any flammable liquids, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances (collectively, "Hazardous Materials") as those terms are defined under federal and state laws. The foregoing sentence shall not be deemed to include in any way any Hazardous Materials in existence or present in, on, beneath or under the Agency Parcel prior to the time of Licensee's access to the Agency Parcel pursuant to this License. Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Agency Parcel as a result of Licensee's use and occupancy therein, Licensee shall provide notice as required by law, and Licensee, at its sole cost and expense, shall promptly undertake all appropriate remediation on all the property affected thereby, whether owned or controlled by Agency or any third party, to the satisfaction of Agency (insofar as the property



owned or controlled by Agency is concerned) and any governmental body having jurisdiction therein.

b. Licensee must also notify Agency as required by law of any release of Hazardous Materials that have come or will come to be located on or beneath the Agency Parcel as a result of Licensee's use and occupancy therein.

c. Should any discharge, leakage, spillage, emission, or pollution of any type occur upon or from the Agency Parcel (collectively, "Discharge") as a result of Licensee's use and occupancy therein, Licensee shall indemnify, hold harmless and defend Agency against all liability arising from any injuries to any person and damage to property, including without limitation, employees and property of Licensee, and all related expenses, investigators' fees, and litigation expenses resulting in whole or in part from any such Discharge, regardless of whether such liability, cost or expense arises during or after the License term. The remediation and indemnification obligations contained in this Section 7 shall survive the termination of this License.

8. CONDITIONS AND RESTRICTIONS. The use of the Agency Parcel is subject to the following conditions and restrictions:

a. Licensee hereby accepts the Agency Parcel subject to all conditions, covenants and restrictions of record, and all applicable zoning, municipal, county and state laws, ordinances, regulations and any changes thereto governing the use and occupancy of the Agency Parcel. Licensee shall not obtain or cause to be issued any permit, zone change or other entitlement that will be binding upon Agency or the Agency Parcel.

b. Licensee shall keep the Agency Parcel free from all liens, taxes and assessments resulting from or caused by Licensee's use of the Agency Parcel, and Licensee shall reimburse Agency the sums (including attorneys' fees and court costs) paid by Agency to protect its title against any such lien, tax or assessment. Licensee recognizes and understands that this License may create a possessory interest subject to taxes levied upon such interest.

c. Licensee shall keep the Agency Parcel clear of all litter and debris.

9. SURRENDER. Upon the termination of this License, all right, title, and interest of Licensee in and to this License shall be surrendered peaceably to Agency and Licensee shall remove any personal property of Licensee and its respective agents, employees, contractors and/or invitees.

10. INSURANCE. Licensee shall maintain in full force and effect during the term of this License, at Licensee's sole cost and expense, a policy of comprehensive general liability insurance in terms and amounts satisfactory to Agency, but in any event no less than Two Million Dollars (\$2,000,000.00) combined single limit per occurrence, combined single limit bodily injury, personal injury, death and property damage, subject to such increases in amount as Agency may reasonably require from time to time, covering any accident or incident arising in connection with the presence of Licensee or its agents, employees, contractors, guests, invitees or sub-licensees on the Agency Parcel. Such coverage shall also contain endorsements: (a) deleting any employee exclusion on personal injury coverage; (b) deleting any liquor liability

exclusion; and (c) providing for coverage of employer's automobile non-ownership liability. Coverage shall include, but not be limited to, personal injury liability, Agency Parcel and operation, blanket contractual, cross liability, severability of interest, broad form property damage, and independent contractors. Agency shall be named as an additional insured under such insurance policy. Such insurance shall be primary and noncontributing, and shall not be cancelable or subject to reduction of coverage or other modification without fifteen (15) days prior written notice to Agency. **Licensee shall, concurrently with the execution of this License and before entry onto the Agency Parcel, deliver to Agency a copy of such insurance policy or a certificate of insurance evidencing such coverage.** In the event Licensee's insurance policy is renewed, replaced or modified, Licensee shall promptly furnish Agency with a copy of such policy, or a certificate of insurance, as renewed, replaced or modified.

11. DEFAULT. In the event of a breach by Licensee or its agents, contractors or employees of any of the terms of this License, all rights of Licensee hereunder shall cease and terminate and, in addition to all other rights Agency may have at law or in equity, Agency may re-enter the Agency Parcel and take possession therein without notice, and may remove any and all persons therefrom, and may also cancel and terminate this License; and upon any such cancellation, all rights of Licensee in and to the Agency Parcel shall cease and terminate.

12. RULES AND REGULATIONS. Agency shall have the right to:

a. Establish and enforce reasonable rules and regulations concerning the management, use, and operation of the Agency Parcel;

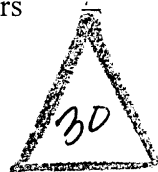
b. Close any portion of the Agency Parcel to whatever extent required in the reasonable opinion of the Agency's counsel to prevent a dedication of any of Agency Parcel or the accrual of any prescriptive rights of any person or of the public to the Agency Parcel, provided that such closures do not materially and adversely affect Licensee's use of the Agency Parcel;

c. Close temporarily any portion of the Agency Parcel for maintenance purposes, provided that such closures do not materially and adversely affect Licensee's use of the Agency Parcel; and

d. Disapprove a person or entity retained by Licensee to enter and use the Agency Parcel.

13. SECURITY MEASURES. Licensee hereby acknowledges that Agency is not obligated to provide any security measures, and Agency shall not be liable for any defects or negligence in the implementation of any security measures that Agency may, in fact, provide. Licensee assumes all responsibility for the protection of any property including vehicles and equipment that are the subject of Licensee's bailment, or are otherwise the property of Licensee, its agents, employees, contractors or invitees, and their property, from the acts of third parties.

14. NUISANCE AND WASTE. Licensee shall not commit, suffer or permit any nuisance or waste, damage or destruction to occur in or about the Agency Parcel as a result of Licensee's activities or the activities of Licensee's respective agents, employees, contractors



and/or invitees, and Licensee shall not permit the use of the Agency Parcel for any illegal or immoral purpose. Prior to termination of this License, Licensee, at its sole expense, shall repair any waste, damage or destruction resulting from Licensee's activities or the activities of Licensee's respective agents, employees, contractors and/or invitees, and Licensee shall restore the Agency Parcel to that condition existing prior to Licensee's use of the Agency Parcel. Should Licensee fail to vacate the Agency Parcel in a clean and undamaged condition, Agency may arrange for the repair of the Agency Parcel, the cost of which will be immediately reimbursed by Licensee.

15. COVENANT AGAINST DISCRIMINATION. Licensee covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, 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, national origin, or ancestry in the performance of this License and Licensee shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

16. FORM OF NONDISCRIMINATION AND NONSEGREGATION CLAUSES. Declarant shall refrain from restricting the rental, sale or lease of the Site or any portion therein on the basis of race, color, creed, religion, sex, marital status, national origin, or ancestry of any person. All such deeds, leases or contracts related to such rentals, sales or leases shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

In deeds: "The grantee herein covenants by and for itself or its successors and assigns, and all persons claiming under or through it, 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, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land herein conveyed, nor shall the grantee of any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

In leases: "The lessee herein covenants by and for itself or its successors and assigns, and all persons claiming under or through it, and this lease is made and accepted under 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, national origin, or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the land herein leased nor shall the lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the land herein leased."

In contracts: "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, national origin, or ancestry, in the sale, lease, sublease, transfer, use, occupancy, tenure or

enjoyment of the premises, nor shall the parties to this contract or any person claiming under or through them, establish or permit any such practice or such practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the premises."

17. WAIVER. The waiver by Agency of any breach of Licensee hereunder, or the failure on the part of Agency to enforce any right it may have hereunder, shall not constitute a waiver of any other or subsequent, similar, or different breaches, or a waiver of Agency's power to enforce such rights.

18. ASSIGNMENT. This License is personal to Licensee. Licensee shall not assign, sell, transfer, encumber, pledge or otherwise hypothecate any part of the License or Agency Parcel or Licensee's interest herein to any entity without the prior written consent of Agency, which consent may be withheld in Agency's sole and absolute discretion. Any purported assignment by Licensee of this License shall be void *ab initio* and a basis for immediate termination of this License. In the event that Agency shall provide its prior written consent to an assignment by Licensee, any such assignment shall not relieve Licensee of its obligations under this License.

19. ATTORNEYS' FEES. If any party named herein brings an action to enforce the terms herein or to declare its rights hereunder, the prevailing party in any such action, on trial and appeal, shall be entitled to recover its costs and reasonable attorneys' fees including those of in-house counsel.

20. NOTICE. All notices, consents, requests, demands, approvals, waivers, and other communications desired or required to be given hereunder (collectively, "notices") shall be in writing and signed by the party so giving the notice, and shall be effectively given or served: (i) on the date of personal service upon the person to whom it is directed; (ii) on the date the notice is received or rejected provided it is sent U.S. first class registered or certified mail, postage prepaid, return receipt requested; or (iii) on the date the notice is delivered by a nationally recognized courier service to the address of the person to whom it is directed provided it is sent postage prepaid to the address of the person to whom it is directed. The addresses of the parties are:

If to the City or the Agency:

City of Carson
701 East Carson Street
Carson, California 90745
Attn: City Manager/Executive Director
Phone: (310) 830-7600



With a copy to:

Aleshire & Wynder, LLP
18881 Von Karman Avenue, Suite 1700
Irvine, CA 92612
Attn: Tiffany Israel, Esq.
Phone: (949) 223-1170

If to Licensee:

KIA Car Pros

Attn: _____

Phone: () _____

Either party may, from time to time, change its address by giving written notice therein in the manner outlined above.

21. GOVERNING LAW. This License shall be interpreted, enforced and governed by the laws of the State of California.

22. AMENDMENTS. No provisions of this License may be amended or modified except by an agreement in writing executed by both parties hereto.

23. SEVERABILITY. In the event that any one or more of the provisions contained in this License shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision herein, and the remainder of the provisions of this License shall continue in full force and effect without impairment.

24. SOLE AGREEMENT. This License constitutes the sole agreement by Licensee with respect to the license of the Agency Parcel.

25. NO RECORDING. This License or a memorandum of license shall not be recorded in the Official Records of Los Angeles County.

26. CONSENTS OF PARTIES. Any requirements under this License that Licensee obtain consents or approvals of Agency are in addition to and not in lieu of any requirements of law that Licensee obtain approvals or permits.



IN WITNESS WHEREIN, the parties have each caused their authorized representative to execute duplicate original counterparts of this License.

“Licensee”:

KIA Car Pros

a _____

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

“Agency”:

**CITY OF CARSON acting as the CARSON
SUCCESSOR AGENCY of the CARSON
REDEVELOPMENT AGENCY, a public body**

By: _____
Mayor Jim Dear

ATTEST:

Chief Deputy City Clerk Wanda S. Higaki

APPROVED AS TO FORM:

Aleshire & Wynder, LLP

City Attorney

EXHIBIT "A"

Legal Description

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

PARCEL 1:

LOT 1 OF TRACT 27833, AS PER MAP RECORDED IN BOOK 778 PAGES 68 TO 71 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL OIL, NAPHTHA, GAS, PETROLEUM OR OTHER HYDROCARBON SUBSTANCES DEPOSITED IN, LYING UNDER OR FLOWING THROUGH SAID LAND, AND ALL METALS AND MINERALS THEREIN OR THEREON, BUT WITH NO RIGHT OF SURFACE OR SUBSURFACE ENTRY, ABOVE A BELOW A DEPTH OF 500 FEET FROM THE PRESENT SURFACE OF THAT PORTION OF LOT 1 WITHIN LOT 40 AND PORTIONS OF LUCERNE STREET AND 220TH STREET THAT WOULD PASS WITH A CONVEYANCE OF SAID LOT 40 OF TRACT 4546, AS PER MAP RECORDED IN BOOK 50 PAGES 21 AND 22 OF MAPS, FOR THE EXTRACTION OF SAME, AS RESERVED BY ETHEL HADDOK, A MARRIED WOMAN IN DEED RECORDED SEPTEMBER 16, 1963 AS INSTRUMENT NO. 309 IN BOOK D2182 PAGE 356 OFFICIAL RECORDS.

APN(s): 7328-001-001

PARCEL 2:

THOSE PORTIONS OF LOTS 50 AND 51 OF TRACT 4546, AS PER MAP RECORDED IN BOOK 50 PAGES 21 AND 22 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING GENERALLY NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE MOST EASTERLY CORNER OF THE LAND DESCRIBED IN PARCEL 2 OF DIRECTOR'S DEED D7426.1, RECORDED MAY 2, 1967 IN BOOK D3631 PAGE 120 OF OFFICIAL RECORDS; THENCE ALONG THE GENERAL SOUTHERLY LINE OF SAID PARCEL 2 THE FOLLOWING THREE COURSES (1) SOUTH 89 DEGREES 50' 16" WEST 109.98 FEET; (2) NORTH 0 DEGREES 09' 44" WEST 11.00 FEET; (3) SOUTH 89 DEGREES 50' 16" WEST 9.69 FEET TO THE SOUTHERLY TERMINUS OF THAT COURSE DESCRIBED AS NORTH 00 DEGREES 09' 44" WEST 33.24 FEET IN SAID PARCEL 2; THENCE ALONG THE SOUTHERLY PROLONGATION OF LAST MENTIONED COURSE, SOUTH 00 DEGREES 09' 44" EAST 0.08 FEET TO THE EASTERLY CONTINUATION OF THAT CURVE DESCRIBED AS HAVING A RADIUS OF 1894 FEET AND A LENGTH OF 695.95 FEET IN THE GENERAL NORTHERLY LINE OF THE LAND DESCRIBED IN DEED ESTATES PARCEL 7439, RECORDED MARCH 22, 1960 IN BOOK D788 PAGE 546 OF SAID OFFICIAL RECORDS; THENCE WESTERLY ALONG SAID EASTERLY CONTINUATION OF SAID CURVE, FROM A TANGENT WHICH BEARS NORTH 88 DEGREES 10' 53" WEST, THROUGH AN ANGLE OF 11 DEGREES 02' 20", AN ARC DISTANCE OF 364.98 FEET TO THE EASTERLY TERMINUS OF SAID CURVE.

EXCEPT THAT PORTION OF SAID LAND DESCRIBED IN SAID PARCEL 2 OF SAID DIRECTOR'S DEED.



ALSO EXCEPT THEREFROM ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS, NATURAL GAS RIGHTS, AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN THAT MAY BE WITHIN OR UNDER THE PARCEL OF LAND HEREINABOVE DESCRIBED, TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING AND OPERATING THEREFROM AND REMOVING THE SAME FROM SAID LAND OR ANY OTHER LAND, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAN THOSE HEREINABOVE DESCRIBED OIL OR GAS WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE LAND HEREINABOVE DESCRIBED AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES, WITHOUT, HOWEVER, THE RIGHT TO DRILL, MINE, EXPLORE AND OPERATE THROUGH THE SURFACE OR THE UPPER 100 FEET OF THE SUBSURFACE OF THE LAND HEREINABOVE DESCRIBED OR OTHERWISE IN SUCH MANNER AS TO ENDANGER THE SAFETY OF ANY HIGHWAY THAT MAY BE CONSTRUCTED ON SAID LANDS, AS EXCEPTED BY WALTER A. ROLL, A WIDOWER, IN DEED RECORDED December 24, 1959 AS INSTRUMENT NO. 552, AS TO LOT 51 AND AS EXCEPTED BY C.E. GRANT, IN DEED RECORDED June 28, 1957 AS INSTRUMENT NO. 2226 AND BY DEED FROM GIACONO

TRANI, ET AL., RECORDED DECEMBER 8, 1959 AS INSTRUMENT NO. 911, AS TO LOT 50.

APN(s): 7328-001-011

PARCEL 3:

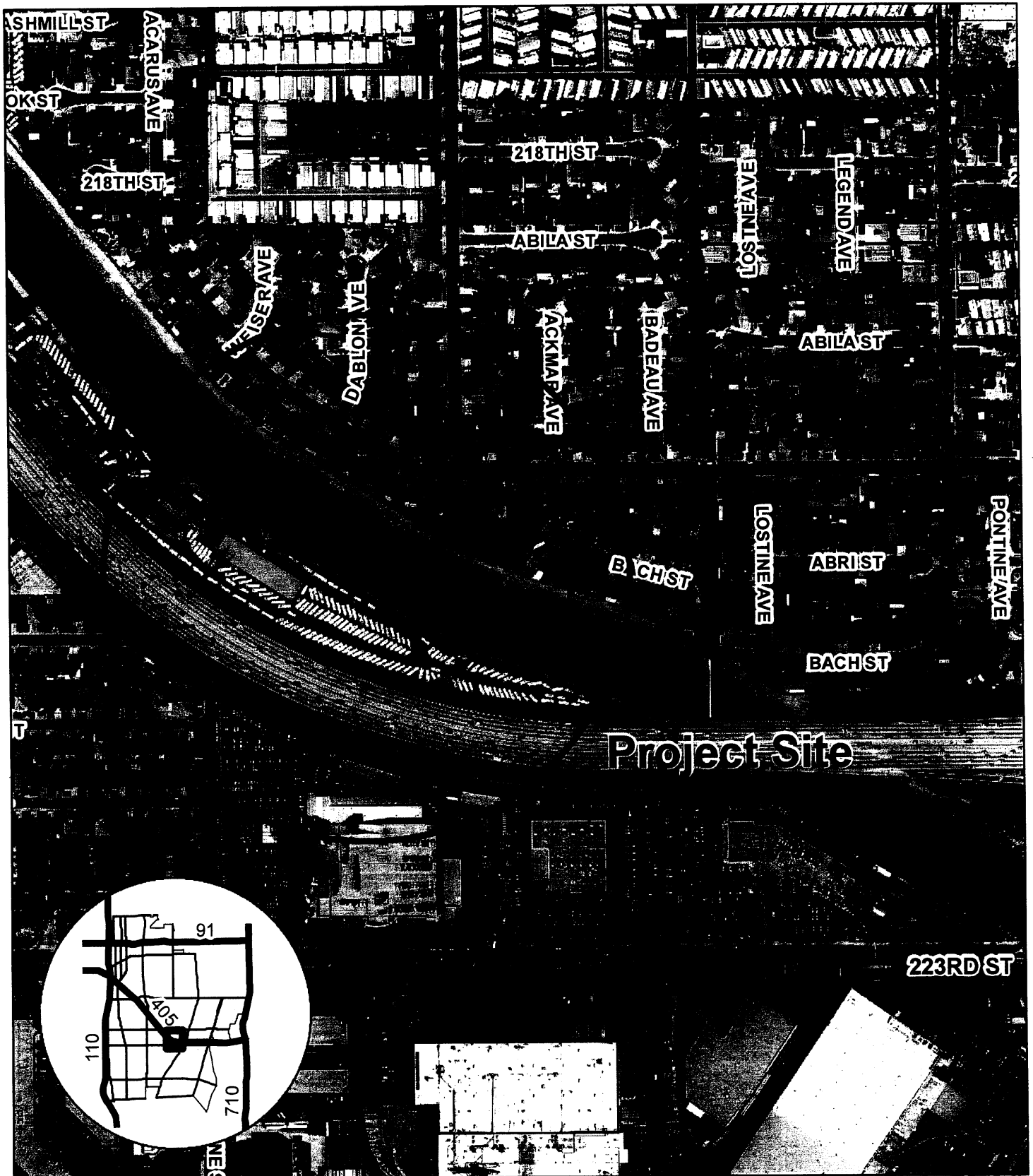
LOT 3 OF TRACT 27833, IN THE CITY OF CARSON, AS PER MAP RECORDED IN BOOK 778, PAGES 68 THROUGH 71, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND A PORTION OF LOT 29 OF TRACT 4546, IN SAID CITY, AS PER MAP RECORDED IN BOOK 50, PAGES 21 AND 22 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND A PORTION OF LOT 1 OF TRACT 43751, IN SAID CITY, AS PER MAP RECORDED IN BOOK 1107, PAGES 93 THROUGH 95, INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT SOUTH 89° 42' 40" WEST 134.31 FEET TO THE SOUTHWEST CORNER OF SAID LOT; THENCE ALONG THE WESTERLY LINE OF SAID LOT NORTH 0° 17' 20" TO THE SOUTHERLY LINE OF SAID LOT 29; THENCE ALONG SAID LAST MENTIONED SOUTHERLY LINE SOUTH 89° 42' 40" WEST 64.63 FEET TO THE NORTHEASTERLY LINE OF RECREATION ROAD, 46 FEET WIDE, AS SHOWN ON SAID TRACT 43751; THENCE ALONG SAID NORTHEASTERLY LINE NORTH 38° 23' 41" WEST 387.62 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF SAID TRACT 43751; THENCE NORTH 51° 36' 19" EAST 113.91 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 1, SAID NORTHEASTERLY LINE ALSO BEING THE SOUTHWESTERLY LINE OF SAID LOS ANGELES COUNTY FLOOD CONTROL DISTRICT RIGHT OF WAY AS PER DEED RECORDED IN BOOK D2465, PAGE 509 AND AS PER DEED RECORDED IN BOOK D2377, PAGE 712, OF OFFICIAL RECORDS OF SAID COUNTY; THENCE ALONG SAID NORTHEASTERLY AND SOUTHWESTERLY LINES SOUTH 39° 22' 59" EAST 317.41 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1223.43 FEET, A RADIAL TO SAID POINT BEARS SOUTH 50° 54' 16" WEST; THENCE ALONG SAID CURVE AND SAID SOUTHWESTERLY LINE THROUGH A CENTRAL ANGLE OF 8° 15' 22" AN ARC DISTANCE OF 176.29 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE SOUTH 48° 54' 35" EAST 37.82 FEET ALONG THE NORTHEASTERLY LINE OF SAID LOT 3 TO THE POINT OF BEGINNING.

PURSUANT TO LOT LINE ADJUSTMENT NO. 20-91 CERTIFICATE OF COMPLIANCE RECORDED JULY 16, 1992, AS INSTRUMENT NO. 92-1293661, OF OFFICIAL RECORDS.

APN(s): 7328-001-006, 007 AND 018





Vicinity Map
Altman's Winnebago
22020 Recreation Road
Carson CA 90745

EXHIBIT NO. 2

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