

**SALE AND PURCHASE AGREEMENT
FOR THE PURCHASE OF REAL PROPERTY BY THE
COUNTY OF LOS ANGELES
340-350 SHORT STREET, POMONA**

This Sale and Purchase Agreement ("Agreement") is made as of _____, by and between the CITY OF POMONA ACTING AS THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF POMONA, a public body ("**Successor Agency**" or "**Seller**"), pursuant to California Health and Safety Code Sections 34173 and 34175 and the County of Los Angeles, a body corporate and politic (hereinafter "County").

RECITALS:

- A. The property consisting of approximately 57,400 square feet located at 340 Short Street, City of Pomona, Los Angeles County, State of California, designated as Assessor's Parcel Numbers 8348-001-900 and 901, as legally described in **Exhibit "A"** attached hereto and incorporated herein by this reference ("Property") was formerly owned by the Redevelopment Agency of the City of Pomona ("**Agency**").
- B. As part of the 2011-12 State budget bill, the California Legislature enacted, and the Governor signed AB X1 26 ("**AB 26**") requiring that each redevelopment agency be dissolved. On June 27, 2012 the State Legislature adopted Assembly Bill 1484 ("**AB 1484**") amending the provisions of AB 26.
- C. In accordance with the requirements of AB 26 and AB 1484, the City Council of the City of Pomona ("City") on January 9, 2012, adopted City Council Resolution No. 2012-8 electing to become the Successor Agency to the former Redevelopment Agency of the City of Pomona pursuant to California Health and Safety Code Sections 34171(j) and 34173.
- D. Pursuant to California Health and Safety Code Sections 34173 and 34175(b) and City Council Resolution No. 2012-8 all of the assets and properties of the former Redevelopment Agency of the City of Pomona were transferred to the Successor Agency by operation of law.
- E. The Successor Agency is the current legal owner of the Property as the successor in interest to the former Redevelopment Agency of the City of Pomona.
- F. County desires to acquire the Property, an outdoor parking lot currently used by County for its departmental needs, together with all easements and interests appurtenant thereto, and all intangible property owned or held in connection therewith, including without limitation, development rights, governmental approvals

and land entitlements. County desires to purchase the Property for County's continued use of the existing parking lot, pursuant to Government Code sections 25353 and 26227.

- G. Seller desires to sell the Property and convey it to County, and subject to compliance with the California Environmental Quality Act and its associated regulations ("CEQA"), County desires to purchase the Property and accept it from Seller, for the consideration and on the terms and conditions hereinafter set forth.
- H. The Property is conveyed by Seller in accordance with the Long Range Property Management Plan (Site No. 3) approved on July 10, 2014 by the Oversight Board of the Successor Agency to the Redevelopment Agency of the City of Pomona pursuant to Resolution No. OB- 2014-4, and subsequently approved by the California Department of Finance ("DOF") as evidenced by that certain letter dated October 7, 2014 ("**DOF Approval**").

NOW, THEREFORE, the parties hereto agree as follows:

1. Sale and Purchase Agreement.

1.1 No Further Encumbrance of Property. Seller shall not encumber the Property with any leasehold interest, tenancy or occupancy, and further agrees not to amend, extend, renew, or permit the holdover of any existing leasehold interests, tenancies or occupancies of the Property or to cause, or acquiesce to, any further liens or encumbrances or otherwise alter the condition of title, following County's execution of this Agreement. As of the signing of the Agreement, Seller shall ensure that the Property is unencumbered by any leasehold interest, tenancy or occupancy other than the County, and shall maintain the Property in that condition to and until the Closing as defined in Section 3.7 below, whichever occurs first.

1.2 Right of Entry. Seller hereby also grants to County, its agents and employees the right to enter upon the Property for the purpose of conducting engineering surveys, soil tests, entitlement processes, including, but not limited to those reports/studies required to satisfy compliance with CEQA and any other studies/reports to determine the Property's suitability for the intended or contemplated use by County and for any other reasonable purpose. Buyer shall defend, hold and save Seller harmless from and against any and all loss, cost, damage, liability, injury or expense, arising out of or directly related to damage to property, injury to or death of persons, or the assertion of lien claims caused by such entry, inspection and implementation of soil tests, environmental investigations and other studies with respect to the physical condition of the Property. Buyer shall obtain insurance covering Buyer's indemnity, hold harmless, and defense obligations to Seller pursuant to this paragraph. Prior to entry upon

the Property for such inspection Buyer shall furnish to Seller certificates of commercial general liability insurance in the amount of at least One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage and Two Million Dollars (\$2,000,000) general aggregate limit, naming Seller as an additional insured, which policy insures Buyer's indemnity obligations and responsibilities under this paragraph 1.2. Buyer shall maintain such policy in effect until the Close of Escrow.

1.3 Purchase Price. The purchase price ("Purchase Price") for the Property shall be Eight Hundred Thirty One Thousand Six Hundred and 00/100 DOLLARS (\$831,600.00)

1.4 Contingencies. County's purchase of the Property is subject to the following conditions:

1.4.1 Compliance with all applicable CEQA requirements.

1.4.2 Approval of this Agreement by County Board of Supervisors ("Board");

1.4.3 Board adopting a Resolution of Notice of Intention to Purchase the Property; and

1.4.4 Board approving the purchase of the Property.

1.5 Voluntary Termination. County may terminate this Agreement, by written notice to Seller, if County determines, in its sole discretion, that the Property or the County cannot reasonably meet all legal requirements and obtain all necessary government approvals. Effective upon the date of issuance of such notice, this Agreement shall terminate, and all rights and obligations of County and Seller under this Agreement shall terminate concurrently.

2. Transfer of Property Interest.

2.1. Escrow. Within 10 business days following County's execution of this Agreement, the parties shall open an escrow account ("Escrow") with Chicago Title Company, 725 South Figueroa Street, Suite 200, Los Angeles, CA 90017 ("Escrow Holder"). This Agreement shall constitute the basic Escrow instructions for the purpose of consummating the transaction contemplated by this Agreement. Escrow Holder is authorized to:

2.1.1. (i) pay and thereafter charge Seller for any delinquent taxes, penalties and interest thereon, and for any delinquent or nondelinquent assessments or bonds against the Property; (ii) pay, and thereafter charge Seller, for any amounts necessary to place title to the Property in the condition necessary to enable conveyance pursuant to this Agreement; including documentary transfer tax if necessary; (iii) pay and charge County for title

insurance; (iv) pay and charge Seller and County each for their portion of escrow fees; (v) prorate all real property taxes which are unpaid and/or a lien on the Property as of the close of Escrow according to the formula adopted by the Los Angeles County Assessor's Office and deduct Seller's portion from its proceeds. The tax amount withheld shall be made payable to County Auditor-Controller's Office following the Closing. Any taxes which have been prepaid by Seller shall not be prorated, but Seller shall have the sole right after Closing to apply to the Los Angeles County Treasurer for refund of the taxes attributable to the period after acquisition, pursuant to Revenue and Taxation Code Section 5096.7; and (v) when conditions of Escrow have been fulfilled by Seller and County, (a) record documents of conveyance; (b) disburse the Purchase Price to Seller, less applicable prorations and expenses; (c) deliver copies of the Escrow closing statements to both parties; and (d) deliver, as instructed, any items or documents given to Escrow Holder to hold on behalf of both parties.

2.2. Execution of Additional Escrow Documents. The parties shall execute and deliver to Escrow Holder, within two (2) business days after receipt, such additional escrow instructions prepared by the Escrow Holder as may be required to consummate the transaction contemplated by this Agreement. Any such instructions shall not conflict with, amend, or supersede any provisions of this Agreement. If there is any inconsistency between such instructions and this Agreement, this Agreement shall control unless the parties expressly agree in writing otherwise.

2.3. Form of Grant Deed. Fee simple title to the Property shall be conveyed by Seller to County by a grant deed substantially similar to the form attached hereto as Exhibit "B", subject to only matters approved in writing by County pursuant to Section 2.4 of this Agreement.

2.4. Condition of Title to Transfer Property. Seller shall cause the conveyance of good and marketable fee simple title to the Property to County, as evidenced by a C.L.T.A. Standard Coverage Form Policy of Title Insurance ("Title Policy"), issued by Escrow Holder, in an amount equal to the value of the Purchase Price. The Title Policy shall show as exceptions only items approved in writing by County. The warranties of title are intended to survive the Closing. Prior to the Closing, Seller shall use reasonable efforts to remove from title any exception items disapproved by County. If the item cannot be removed, said item may be eliminated by any feasible method that is acceptable to County. Notwithstanding the foregoing, upon Closing, County shall assume responsibility for disposition of any hazardous materials present on the Property as required by applicable Environmental Laws. As used herein, "Environmental Laws" means any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Property. If an exception item cannot be removed from title and/or County does not approve a method of removing any disapproved exception items

from title for any reason, County, as its sole and exclusive remedy, may (i) waive this Section 3.4 in said Agreement and proceed with this transaction, or (ii) terminate this Agreement, whereupon neither party will have any further liability to the other.

2.5. County's Conditions to Closing. County's obligation to consummate the transaction contemplated by this Agreement is conditioned upon: (i) Seller's delivery of the grant deed to Escrow Holder; (ii) Seller's representations, warranties and covenants being true and correct as of Closing; and (iii) Title Company's irrevocable commitment to issue the Title Policy. If any of the above conditions are not satisfied, County shall allow Seller an opportunity to cure by any reasonable method. If Seller fails to cure said deficiency, County may, in writing, terminate this Agreement, and thereafter the parties will have no further obligations pursuant to this Agreement. If County does not object to Seller not satisfying any of the said conditions, County will be deemed to have waived that condition or those conditions as of Closing.

2.6. Seller's Conditions to Closing. Seller's obligation to consummate the transaction contemplated by this Agreement is conditioned upon: (i) Board adopting a Resolution of Notice of Intention to Purchase the Property; (ii) Board approving the purchase of the Property; (iii) County's deposit of the Purchase Price into Escrow no later than thirty (30) business days after Board approval of the purchase; and (iv) County's representations, warranties and covenants being true and correct as of the Closing. If any one of the above conditions are not satisfied, Seller shall allow County a reasonable opportunity to cure by any reasonable method. If County fails to cure said deficiencies, Seller may, in writing, terminate this Agreement, and thereafter the parties will have no further obligations pursuant to this Agreement. If Seller does not object to County not satisfying any of the said conditions, Seller will be deemed to have terminated this Agreement.

2.7. Closing. For purposes of this Agreement, the "Closing" shall be defined as the recordation of the grant deed in the Official Records of the County of Los Angeles. The parties agree to use their best efforts to effect the Closing no later than sixty (60) days or sooner following County's execution of this Agreement. The parties may agree in writing to extend the Closing beyond that date, if such an extension appears to either party to be necessary.

3. Possession.

3.1 County's Possession. County shall be entitled to possession of the Property as of the Closing.

3.1.1 Seller agrees to deliver the Property in a vacant condition, as described in Section 1.1., upon the Closing.

3.1.2 Seller agrees to terminate all listing, property management and

maintenance agreements relating to the Property prior to Closing.

4. Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by certified mail, postage prepaid, return receipt requested, U.S. Postal Service Express Mail or Federal Express, to the following address:

To County: County of Los Angeles, Chief Executive Office
Real Estate Division
222 South Hill Street, 3rd Floor
Los Angeles, California 90012
Attention: Director of Real Estate Division

To Seller: City of Pomona
505 S. Garey Avenue
Pomona, CA 91769
Attn: Deputy City Manager

Notice shall be deemed, for all purposes, to have been given on the date of personal service or three (3) consecutive calendar days following the deposit of the same with a carrier as specified above. Notice of change of address shall be given by written notice in the manner detailed in this paragraph.

5. Brokers. Seller represents and warrants to County that no Brokers have been engaged by it in connection with the transaction contemplated by this Agreement. County represents and warrants to Seller that no other broker or finder has been engaged by it other than County's Chief Executive Office, acting as the agent for County.
6. Representations and Warranties of the Parties. In consideration for entering into this Agreement and as an inducement to the transaction contemplated herein, each of the parties hereto makes the following representations and warranties, each of which is material and is being relied upon by the other, and the truth and accuracy of which shall constitute a condition precedent to each parties' obligations hereunder. Each of the following representations and warranties shall be deemed to have been remade as of the Closing.

6.1 Power. Each party has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

6.2. Requisite Action. All requisite action has been taken by each party in connection with entering into this Agreement and the instruments referenced herein and, by the Closing, all such necessary action will have been taken to authorize the consummation of the transactions contemplated by this Agreement. By the Closing, no additional consent of any person or entity, judicial or administrative body, governmental authority or other party shall be required for

each party to consummate the transactions contemplated by this Agreement.

6.3. Individual Authority. The individuals on behalf of each party executing this Agreement and the instruments referenced herein, have the legal power, right and actual authority to bind their respective party to the terms and conditions hereof and thereof.

6.4. Validity. This Agreement and all documents required hereby to be executed by each party are and shall be valid, legally binding obligations of and enforceable against each party in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.

7. Indemnification.

7.1 Hold Harmless and Indemnification. Seller waives any and all claims, and agrees to indemnify, defend, save, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents (collectively, "County Indemnified Parties"), from and against any and all liability, expense (including without limitation defense costs and legal fees), and claims for damages of any nature whatsoever, related to the Property arising out of events or conditions first occurring during or prior to Seller's period of ownership of the Property and/or at any time that Seller had any interest in the Property whether fee title or leasehold. Additionally, Seller shall defend, indemnify, and hold County and County's Special Districts, elected and appointed officers, agents and employees free and harmless from and against any and all liabilities, damages, claims, costs and expenses (including without limitation, attorneys' fees, legal expenses and consultants' fees) arising from the negligence or willful misconduct of the Seller or its officers, employees or agents relating to the performance of its obligations under the terms of this Agreement. The indemnification provisions of this section 7.1 shall not apply to claims, actions, damages or liability of any nature whatsoever caused by the negligence, misconduct or willful misconduct of Buyer.

7.2 Buyer waives any and all claims, and agrees to indemnify, defend, save, and hold harmless Agency, its elected and appointed officers, employees, and agents (collectively, "Agency Indemnified Parties"), from and against any and all liability, expense (including without limitation defense costs and legal fees), and claims for damages of any nature whatsoever, related to the Property arising out of events or conditions first occurring during or after to Buyer's period of ownership of the Property and/or at any time that Buyer had any interest in the Property whether fee title or leasehold. Additionally, Buyer shall defend, indemnify, and hold Agency and Agency's elected and appointed officers, agents and employees free and harmless from and against any and all liabilities, damages, claims, costs and expenses (including without limitation, attorneys'

fees, legal expenses and consultants' fees) arising from the negligence or willful misconduct of the Buyer or its officers, employees or agents relating to the performance of its obligations under the terms of this Agreement. The indemnification provisions of this section 7.2 shall not apply to claims, actions, damages or liability of any nature whatsoever caused by the negligence, misconduct or willful misconduct of Seller.

7.3 Hazardous Materials. Seller shall indemnify, protect, defend, and hold harmless the County and each of its respective directors, officers, employees, assigns, successors, lenders, attorneys, affiliates and agents (collectively, the "County Indemnified Parties") from and against any and all claims, actions, liabilities, losses, fines, penalties, civil liabilities, costs and expenses (including reasonable attorneys' fees and costs of defense) incurred by the County Indemnified Parties, or any of them, to the extent resulting from (i) the discovery and/or introduction by Seller into or about the Property of hazardous materials, (ii) the usage, storage, maintenance, generation, production, disposal, release or discharge of hazardous materials in or about the Property by Seller, (iii) any injury to or death of persons or damage to or destruction of the Property or remediation requirement or duty resulting from the use, introduction, production, storage, generation, disposal, disposition, release or discharge by Seller, and (iv) any failure of Seller to observe the covenants of this Agreement and/or County, City and State covenants.

7.4 Buyer shall indemnify, protect, defend, and hold harmless the Agency and each of its respective directors, officers, employees, assigns, successors, lenders, attorneys, affiliates and agents (collectively, the "Agency Indemnified Parties") from and against any and all claims, actions, liabilities, losses, fines, penalties, civil liabilities, costs and expenses (including reasonable attorneys' fees and costs of defense) incurred by the Agency Indemnified Parties, or any of them, to the extent resulting from (i) the discovery and/or introduction by Buyer into or about the Property of hazardous materials, (ii) the usage, storage, maintenance, generation, production, disposal, release or discharge of hazardous materials in or about the Property by Buyer, (iii) any injury to or death of persons or damage to or destruction of the Property or remediation requirement or duty resulting from the use, introduction, production, storage, generation, disposal, disposition, release or discharge by Buyer, and (iv) any failure of Buyer to observe the covenants of this Agreement and/or County, City and State covenants.

7.5 Definition. The term "hazardous materials" includes, but is not limited to, asbestos, all petroleum products and all hazardous materials, pesticide

contamination including but not limited to herbicides, arsenic, thallium, and warfarin, hazardous wastes and hazardous or toxic substances as defined or designated in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §§ 9601, et seq.) (including specifically any element, compound, mixture or solution); the Resource Conservation and Recovery Act, as amended (42 U.S.C. §§ 6901, et seq.); the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601, et seq.); and California Health and Safety Code Section 25316, including such hazardous or toxic substances or wastes as are identified, defined, or listed elsewhere where such identifications, definitions or lists are incorporated into such acts or code section by reference, as well as all products containing such hazardous substances. In addition, the term "hazardous materials" includes, but is not limited to, any substance designated pursuant to the Clean Water Act (33 U.S.C. §§ 1321 et seq.); any hazardous waste having the characteristics identified under or listed pursuant to the Solid Waste Disposal Act (42 U.S.C. §§ 1317(a), et seq.); any hazardous air pollutant listed under Section 112 of the Clean Air Act (42 U.S.C. §§ 7412, et seq.); any imminently hazardous chemical substance or mixture with respect to which the Administrator of the Environmental Protection Agency has taken action pursuant to Section 7 of the Toxic Substances Control Act (15 U.S.C. §§ 2606, et seq.); and any hazardous waste identified in Chapter 11 of Title 22 of the California Code of Regulations (22 C.C.R. §§ 66261.1 et seq.) The term "hazardous materials" also includes, but is not limited to, any substance, material or compound generally referred to as such by commonly accepted industry practices or standards.

7.6 The indemnity provided by this section shall survive the Closing.

8. General Provisions.

8.1. Delegation of Authority. County hereby delegates to County's Chief Executive Officer or his designee, the authority to issue any and all approvals required by this Agreement and to execute any and all instruments necessary to consummate this transaction.

8.2. Survival of Covenants. The covenants, agreements, representations and warranties made herein are intended to survive the Closing and recordation and delivery of the grant deed conveying the Property.

8.3. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and no addition or modification of any term or provision shall be effective unless set forth in writing, signed by both Seller and County.

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

8.5 California Law. This Agreement has been made and entered into in the State of California, and shall be construed in accordance with the laws thereof.

8.6 Waivers. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provision.

8.7 Captions. The section and paragraph numbers and captions appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or paragraphs of this Agreement or in any way affect this Agreement.

8.8. Interpretation. Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

8.9. Severability. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal or unenforceable, such portion shall be severed from this Agreement and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal or unenforceable portion had never been part of this Agreement; provided that the remaining Agreement can be reasonably and equitably enforced.

8.10. Binding Effect. The provisions of this Agreement shall be binding upon the parties hereto and their respective successors-in-interest.

8.11. No Presumption Regarding Drafter. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

8.12 Assistance of Counsel. Each party hereto either had the assistance of counsel or had counsel available to it, in the negotiation for, and the execution of, this Agreement, and all related documents.

IN WITNESS WHEREOF, Seller has executed this Agreement or caused it to be duly executed and this Agreement has been executed on behalf of County by the Chair of the Los Angeles County Board of Supervisors the day, month, and year first above written.

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| CITY OF POMONA ACTING AS THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF POMONA By: _____ Linda C. Lowry, City Manager | ATTEST: _____ City Clerk APPROVED AS TO FORM: _____ City Attorney |
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ATTEST:

LORI GLASGOW
Executive Officer-Clerk of the
Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____
Deputy

COUNTY OF LOS ANGELES

A body corporate and politic

By: _____
Chair, Board of Supervisors
Los Angeles County

EXHIBIT LIST

Exhibit "A" Property Legal Description

Exhibit "B" Grant Deed Form

EXHIBIT "A"
LEGAL DESCRIPTION

APN: 8348-001-900 & 901

The land referred to Herein Below is situated In the City of Pomona, in the County of Los Angeles, State of California, and is described as follows:

Parcel 1:

The Northerly 250 Feet, measured from the South Line of Holt Avenue, 100 Feet Wide, of the westerly 135 Feet of the East 3 Acres of Lot 44 of J. R. Packard's Orange Grove Tract, in the City of Pomona, County of Los Angeles, State of California, as per map recorded in Book 25 Page 84 of Miscellaneous Records, in the Office of the County Recorder of said County,

The area thereof being computed to the center of adjoining streets. Except the westerly 17. 5 Feet of said land.

Parcel 1A:

An Easement over the westerly 17.5 Feet of the North 250 Feet, measured from the south line of Holt Avenue, 100 Feet Wide, of the Westerly 135 Feet of the East 3 Acres of Lot 44 of J. E. Packard's Orange Grove Tract for Roadway Purposes.

Parcel 2:

The Westerly 17.5 Feet of the East 225.63 Feet of the North 250 Feet and the West 135 Feet of the East 225.63 Feet of the South 279.2 Feet of Lot 44 (Area Computed to Street Centers) of J. E. Packard's Orange Grove Tract, in the City of Pomona, in the County of Los Angeles, State of California, as per map recorded In Book 25 Page 84 of Miscellaneous Records, in the Office of the County Recorder of said County.

EXHIBIT "B"
GRANT DEED

**RECORDING REQUESTED BY
COUNTY OF LOS ANGELES**

WHEN RECORDED MAIL TO:

County of Los Angeles
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
Attention: Chris Montana,
Director of Real Estate Division

Space above this line for Recorders use

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX.
PURSUANT TO SECTION 11922 OF THE REVENUE & TAXATION CODE

APN: 8348-001-900 & 901

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO
SECTION 27383 OF THE GOVERNMENT CODE

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the City of Pomona Acting as the Successor Agency to the Redevelopment Agency of the City of Pomona (hereinafter called "Grantor") does hereby grant to County of Los Angeles, a body corporate and politic, (hereinafter called "County"), all of the Grantor's rights, title and interests to that certain real property in the City of Pomona, in the County of Los Angeles, State of California, legally described in Exhibit "A", attached hereto and incorporated herein by this reference.

SUBJECT TO:

1. All taxes, penalties and assessments of record, if any.
2. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way, if any.

Dated _____

CITY OF POMONA ACTING AS THE
SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE
CITY OF POMONA

By: _____
Linda C. Lowry, City Manager

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

State of California)
)
County of _____)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT "A" TO GRANT DEED
PROPERTY LEGAL DESCRIPTION

APN: 8348-001-900 & 901

The land referred to Herein Below is situated In the City of Pomona, in the County of Los Angeles, State of California, and is described as follows:

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