City of Grass Valley
City Council and Redevelopment Agency
Agenda Action Sheet

Council Meeting Date: March 8, 2011 Date Prepared: March 4, 2011

Prepared by: Daniel C. Holler, City Administrator

Title: Transfer of Agency Property Assets to the City of Grass Valley

Agenda: Administrative

Recommended Motion: To Adopt the following Resolutions:
A. Resolution No. 2011 RDA – 21, A resolution authorizing the transfer of all right and interest in certain real property from the Redevelopment Agency of the City of Grass Valley to the City of Grass Valley and the execution of agreements with the Redevelopment Agency of the City of Grass Valley. (Action as Redevelopment Agency)

B. Resolution No. 2011 – 20, A resolution approving the transfer of all right and interest in certain real property from the Redevelopment Agency of the City of Grass Valley to the City of Grass Valley and the execution of agreements with the Redevelopment Agency of the City of Grass Valley. (Action as City Council)

Background Information: On January 21, 2011 the City Council and Agency Board entered into a cooperative agreement to allow the City to implement the Agency’s work program. The action also included direction to take necessary steps for the transfer of the Agency’s assets including property owned by the Agency. The Agency owns 4 pieces of property that are recommended for transfer from the Agency to the City. The properties are currently used for or planned to be used for public purposes (Parking and Park/Landscaping). By transferring the property to the City, the public use of the property will be retained. There is concern that under proposed legislation property owned by the Agency will be required to be sold and the proceeds used to retire Agency debt. Should this occur it would be detrimental to the City and may result in the loss of public parking in the Downtown area. The action requires the adoption of a resolution by the Agency to authorize the transfer and a resolution by the City to approve the transfer.

Funds Available: N/A

Reviewed by:

City Administrator
RESOLUTION NO 2011 RDA 21

REDEVELOPMENT AGENCY, CITY OF GRASS VALLEY

A RESOLUTION AUTHORIZING THE TRANSFER OF ALL RIGHT AND INTEREST IN CERTAIN REAL PROPERTY FROM THE REDEVELOPMENT AGENCY OF THE CITY OF GRASS VALLEY TO THE CITY OF GRASS VALLEY AND THE EXECUTION OF AGREEMENTS WITH THE CITY OF GRASS VALLEY

WHEREAS, the Redevelopment Agency of the City of Grass Valley (the “Agency”) is a redevelopment agency formed, existing and exercising its powers pursuant to California Community Redevelopment Law, Health and Safety Code Section 33000 et seq. (“CRL”); and

WHEREAS, the Agency has responsibility to implement the redevelopment plan for the Grass Valley Redevelopment Project (the “Project Area”) established by the Redevelopment Plan adopted on November 8, 1988 the by City Council of the City pursuant to Ordinance No. 401 (as subsequently amended by Ordinance No. 516 on November 22, 1994, Ordinance No. 568 on March 23, 1999 and Ordinance No. 07-87 on November 27, 2007 the “Redevelopment Plan”); and

WHEREAS, in keeping with the goals of the Agency to eliminate blight in the Project Area in accordance with the Redevelopment Plan and Agency’s current Implementation Plan the City and Agency have been working cooperatively regarding the development of certain public improvements in the Project Area; and

WHEREAS, the Agency owns certain rights in real property located in the Project Area as follows:

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Collectively hereinafter referred to as “the Properties”; and

WHEREAS, pursuant to CRL Section 33205, the Agency is authorized to delegate to the City of Grass Valley (the “City”) any of the powers or functions of the Agency with respect to the undertaking of a redevelopment project, and the City is authorized to carry out and perform such powers and functions; and

WHEREAS, pursuant to CRL Sections 33220 and 33437, the City is authorized to (i) acquire land from the Agency, (ii) become obligated to use the acquired property for the purposes specified in the Redevelopment Plan, and (iii) comply with the covenants, conditions
and restrictions imposed by the Agency in conjunction with the sale in order to prevent speculation and carry out the purposes of the CRL and the Redevelopment Plan; and

WHEREAS, pursuant to CRL Sections 33430 and 33432 the Agency is authorized to transfer real property to the City or other public agency; and

WHEREAS, the City and the Agency staff have negotiated the terms and conditions under which the Agency desires to convey, and the City desires to acquire fee title and all Agency right and interest in the Properties through the execution transfer agreements (the “Agreements”), substantially in the form of copies that have been provided to the Agency Board and the City Council and on file with the Agency Secretary; and

WHEREAS, the purpose of the Agreements are to effectuate the Redevelopment Plan by providing for the redevelopment of the Properties as more particularly set forth herein. The Agency has determined that the disposition and development of the Properties pursuant to these Agreements (a) is consistent with the Redevelopment Plan and the Implementation Plan for the Project Area, (b) will be of benefit to the Project Area, and (c) will further the goals of the Redevelopment Plan by providing for residential, retail and commercial development in the Project Area; and

WHEREAS, as is further set forth below, the land transfer which is the subject of this Resolution has no potential for physical effects on the environment because it involves only the transfer of ownership of the Property between the Agency and the City without modification of existing structures and/or uses of the Property, and is therefore not a “project” for purposes of the California Environmental Quality Act (“CEQA”), pursuant to California Code of Regulations, Title 14, Chapter 3 (“CEQA Guidelines”) Sections 15060(c)(2) and 15378.

NOW, THEREFORE, BE IT RESOLVED by the Redevelopment Agency of the City of Grass Valley that it hereby:

Section 1. Find that the above Recitals are hereby declared to be true and correct and findings of the Agency Board.

Section 2. Find that the transfer of all of the Agency’s rights in the Properties in accordance with the Agreements will assist in the elimination of blight in the Project Area, will further the goals of the Redevelopment Plan, and will be consistent with the implementation plan adopted in connection therewith.

Section 3. Find that the land transfer which is the subject of this Resolution is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines because it has no potential for resulting in physical change to the environment, directly or indirectly.
Section 4. Authorizes the transfer of the Properties and assignment of all Agency rights in the Properties by the Agency to the City pursuant to the terms and conditions set forth in the Agreements.

Section 5. Authorizes and directs the Executive Director, on behalf of the Agency, to prepare in final form and execute and deliver the Agreements, the grant deeds for the conveyance of the Properties, and the certificates of acceptance of such grant deeds, substantially in the forms on file with the Agency Secretary, to execute all other instruments, to make revisions of such documents subject to approval of counsel, and to take all actions necessary or appropriate to carry out and implement the intent of this Resolution and the Agreements.

I hereby certify that the foregoing Resolution was regularly introduced and adopted by the Redevelopment Agency of the City of Grass Valley at a special meeting held on the 8th day of March, 2011 by the following vote:

AYES: Member
NOES: Member
ABSENT: Member
ABSTAINING: Member

Jan Arbuckle, Chair

ATTEST:

Kristi K. Bashor, Agency Secretary

APPROVED AS TO FORM:

Ruthann G. Ziegler, Agency Attorney
RESOLUTION NO. 2011-20

CITY COUNCIL, CITY OF GRASS VALLEY

A RESOLUTION APPROVING THE TRANSFER OF ALL RIGHT AND INTEREST IN CERTAIN REAL PROPERTY FROM THE REDEVELOPMENT AGENCY OF THE CITY OF GRASS VALLEY TO THE CITY OF GRASS VALLEY AND THE EXECUTION OF AGREEMENTS WITH THE REDEVELOPMENT AGENCY OF THE CITY OF GRASS VALLEY

WHEREAS, the Redevelopment Agency of the City of Grass Valley (the “Agency”) is a redevelopment agency formed, existing and exercising its powers pursuant to California Community Redevelopment Law, Health and Safety Code Section 33000 et seq. (“CRL”); and

WHEREAS, the Agency has responsibility to implement the redevelopment plan for the Grass Valley Redevelopment Project (the “Project Area”) established by the Redevelopment Plan adopted on November 8, 1988 by City Council of the City pursuant to Ordinance No. 401 (as subsequently amended by Ordinance No. 516 on November 22, 1994, Ordinance No. 568 on March 23, 1999 and Ordinance No. 07-87 on November 27, 2007 the “Redevelopment Plan”); and

WHEREAS, in keeping with the goals of the Agency to eliminate blight in the Project Area in accordance with the Redevelopment Plan and Agency’s current Implementation Plan the City and Agency have been working cooperatively regarding the development of certain public improvements in the Project Area; and

WHEREAS, the Agency owns certain rights in real property located in the Project Area as follows:

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Collectively hereinafter referred to as “the Properties”; and

WHEREAS, pursuant to CRL Section 33205, the Agency is authorized to delegate to the City of Grass Valley (the “City”) any of the powers or functions of the Agency with respect to the undertaking of a redevelopment project, and the City is authorized to carry out and perform such powers and functions; and

WHEREAS, pursuant to CRL Sections 33220 and 33437, the City is authorized to (i) acquire land from the Agency, (ii) become obligated to use the acquired property for the
purposes specified in the Redevelopment Plan, and (iii) comply with the covenants, conditions and restrictions imposed by the Agency in conjunction with the sale in order to prevent speculation and carry out the purposes of the CRL and the Redevelopment Plan; and

WHEREAS, pursuant to CRL Sections 33430 and 33432 the Agency is authorized to transfer real property to the City or other public agency; and

WHEREAS, the City and the Agency staff have negotiated the terms and conditions under which the Agency desires to convey, and the City desires to acquire fee title and all Agency right and interest in the Properties through the execution of transfer agreements (the “Agreements”), substantially in the form of copies that have been provided to the Agency Board and the City Council and on file with the Agency Secretary; and

WHEREAS, the purpose of the Agreements are to effectuate the Redevelopment Plan by providing for the redevelopment of the Properties as more particularly set forth herein. The Agency has determined that the disposition and development of the Properties pursuant to these Agreements (a) is consistent with the Redevelopment Plan and the Implementation Plan for the Project Area, (b) will be of benefit to the Project Area, and (c) will further the goals of the Redevelopment Plan by providing for residential, retail and commercial development in the Project Area; and

WHEREAS, as is further set forth below, the land transfer which is the subject of this Resolution has no potential for physical effects on the environment because it involves only the transfer of ownership of the Property between the Agency and the City without modification of existing structures and/or uses of the Property, and is therefore not a “project” for purposes of the California Environmental Quality Act (“CEQA”), pursuant to California Code of Regulations, Title 14, Chapter 3 (“CEQA Guidelines”) Sections 15060(c)(2) and 15378.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Grass Valley that it hereby:

Section 1. Finds and determines that the above Recitals are hereby declared to be true and correct and findings of the City Council.

Section 2. Finds and determines that the transfer of all of the Agency’s rights in the Properties in accordance with the Agreements will assist in the elimination of blight in the Project Area, will further the goals of the Redevelopment Plan, and will be consistent with the implementation plan adopted in connection therewith.

Section 3. Finds and determines that the land transfer which is the subject of this Resolution is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) of the CEQA Guidelines because it has no potential for resulting in physical change to the environment, directly or indirectly.
Section 4. Approves the transfer of the Properties and assignment of all Agency rights in the Properties by the Agency to the City pursuant to the terms and conditions set forth in the Agreements.

Section 5. Authorizes and directs the City Administrator, on behalf of the City, to prepare in final form and execute and deliver the Agreements, the grant deeds for the conveyance of the Properties, and the certificates of acceptance of such grant deeds, substantially in the forms on file with the City Clerk, to execute all other instruments, to make revisions of such documents subject to approval of counsel, and to take all actions necessary or appropriate to carry out and implement the intent of this Resolution and the Agreements.

I hereby certify that the foregoing Resolution was regularly introduced and adopted by the City Council of the City of Grass Valley at a meeting held on the 8th day of March, 2011 by the following vote:

AYES: Council Member
NOES: Council Member
ABSENT: Council Member
ABSTAINING: Council Member

Jan Arbuckle, Mayor

ATTEST:

Kristi K. Bashor, City Clerk

APPROVED AS TO FORM:

Ruthann G. Ziegler, City Attorney
PROPERTY TRANSFER AGREEMENT

THIS DISPOSITION AND DEVELOPMENT AGREEMENT (this “Agreement”), dated March __, 2011 (“Effective Date”), is entered into by and between the City of Grass Valley, a municipal corporation (the “City”), and the Redevelopment Agency of City of Grass Valley, a public body corporate and politic (the “Agency”). The Agency and the City are hereinafter referred to each as “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Redevelopment Agency of the City of Grass Valley (the “Agency”) is a redevelopment agency formed, existing and exercising its powers pursuant to California Community Redevelopment Law, Health and Safety Code Section 33000 et seq. (“CRL”); and

WHEREAS, the Agency has responsibility to implement the redevelopment plan for the Grass Valley Redevelopment Project (the “Project Area”) established by the Redevelopment Plan adopted on November 8, 1988 the by City Council of the City pursuant to Ordinance No. 401 (as subsequently amended by Ordinance No. 516 on November 22, 1994, Ordinance No. 568 on March 23, 1999 and Ordinance No. 07-87 on November 27, 2007 the “Redevelopment Plan”); and

WHEREAS, the Agency owns certain rights in real property located in the Project Area as follows:

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which are collectively hereinafter referred to as “the Properties”; and

WHEREAS, the Agency seeks development of the Properties consistent with the Redevelopment Plan; and

WHEREAS, pursuant to CRL Section 33205, the Agency is authorized to delegate to the City any of the powers or functions of the Agency with respect to the undertaking of a redevelopment project, and the City is authorized to carry out and perform such powers and functions; and

WHEREAS, pursuant to CRL Sections 33220 and 33437, the City is authorized to (i) acquire land from the Agency, (ii) become obligated to use the acquired property for the purposes specified in the Redevelopment Plan, and (iii) comply with the covenants, conditions and restrictions imposed by the Agency in conjunction with the sale in order to prevent speculation and carry out the purposes of the CRL and the Redevelopment Plan; and
WHEREAS, to facilitate the continued use of the Project Area and the Properties for important public services, the Agency desires to transfer the Properties to the City, and the City desires to acquire the Properties from the Agency, subject to the terms and conditions set forth herein, which are designed to ensure that the redevelopment of the Properties is used and/or redeveloped in accordance with the Redevelopment Plan; and

WHEREAS, the purpose of this Agreement is to effectuate the Redevelopment Plan by providing for the reuse and/or redevelopment of the Properties as more particularly set forth herein. The Agency has determined that the disposition and development of the Properties pursuant to this Agreement (i) is consistent with the Redevelopment Plan and the Implementation Plan for the Project Area, (ii) will be of benefit to the Project Area, and (iii) will further the goals of the Redevelopment Plan by providing for residential, retail and commercial development in the Project Area; and

WHEREAS, City Council and the Agency have each approved the conveyance of the Properties as set forth in this Agreement and have followed all requisite procedures, including without limitation the requirements of Sections 33205, 33220, 33437, 33430 and 33432 of the CRL.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. Conveyance. The Agency shall convey to the City, and the City shall accept from the Agency, the Properties in accordance with the terms, covenants and conditions set forth herein.

2. Project Approvals; Environmental Review. This Agreement is not intended to limit in any manner the discretion of the City or the Agency, as applicable, in connection with the issuance of approvals and entitlements for the Properties, including, without limitation, the undertaking and completion of any required environmental review pursuant to the California Environmental Quality Act ("CEQA") and the National Environmental Policy Act ("NEPA"), as applicable, and the review and approval of plans and specifications relating to the Properties. Prior to approval of any project for the Properties, the City, acting as lead agency or co-lead agency, shall complete any environmental review required under CEQA or NEPA.

4. Conveyance of Title; Transfer. Conveyance of the Properties ("Transfer") will be accomplished by the execution, delivery, and recordation of a grant deed substantially in the form attached hereto as Exhibit A (the "Grant Deed"). Unless this Agreement is terminated pursuant to the terms hereof or extended by mutual written consent of the Parties, the transfer date for conveyance of the Properties ("Transfer Date") will be a date mutually agreeable to the Parties, but not later than six (6) months following the Effective Date, unless the Parties mutually agree to extend such deadline. On the Transfer Date: (i) the Agency shall execute and deliver the Grant Deed to the City; (ii) the City shall execute a Certificate of Acceptance for each Grant Deed, and (iii) the City shall cause the Grant Deed to be recorded in the Official Records of Nevada County, California. Possession of the Properties shall be delivered to the City on the Transfer Date.
5. **Prorations; Transfer Costs.** Properties taxes or payments in lieu of taxes (if any are applicable to the Properties) shall be prorated as of the Transfer Date based upon the most recent tax bill available, including any such payments which may accrue or property taxes which may be assessed after the Transfer Date but which pertain to the period prior to the transfer of title to the Properties to the City, regardless of when or to whom notice thereof is delivered. Any bond or assessment that constitutes a lien on the Properties as of the Transfer Date shall be assumed by the City. Rents payable under any leases existing prior to the Transfer Date, and any utility and sewer service charges shall be prorated as of the Transfer Date. The Agency shall pay all recording fees, transfer taxes, escrow fees and transfer costs incurred in connection with the conveyance of the Properties to the City. The City shall pay the cost of any policy of title insurance the City elects to purchase in connection with the transactions contemplated hereby.

6. **AS-IS.** Except for as provided in Section 7, the City acknowledges and agrees that: (i) prior to the Transfer Date, in the City’s discretion, the City shall inspect the Properties and examine the legal, environmental, zoning, land use, seismic, title, survey and physical characteristics and condition of the Properties; (ii) by acquiring other Properties, the City shall be deemed to have approved of all such characteristics and conditions; (iii) the Properties is to be transferred, conveyed to, and accepted by the City in its present condition, “AS IS”, “WHERE IS” AND WITH ALL FAULTS, and no patent or latent defect or deficiency in the condition of the Properties whether or not known or discovered, shall affect the rights of either the Agency or the City hereunder.

7. **Environmental Indemnity.** To the fullest extent permitted by law, the Agency shall indemnify, defend (with counsel approved by the City) and hold the City and its elected and appointed officials, employees, agents and representatives harmless from and against all liabilities, losses, damages, fines, deficiencies, penalties, claims, demands, suits, actions, causes of action, legal or administrative proceedings, judgments, costs and expenses (including without limitation reasonable attorneys’ fees and court costs) (all of the foregoing, collectively “Claims”) resulting, arising, or based directly or indirectly in whole or in part, upon the presence, release, use, generation, discharge, transport, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such Hazardous Materials to or from the Properties. The foregoing indemnity shall further apply to any contamination of any property or natural resources arising in connection with the generation, use, handling, treatment, storage, transport or disposal of any such Hazardous Materials, and irrespective of whether any of such activities were or will be undertaken in accordance with Hazardous Materials Laws and shall include, without limitation, any Claims arising in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work ordered by a court or required by any federal, state, or local governmental agency or political subdivision.

As used herein, “Hazardous Materials” means any substance, material, or waste which is or becomes regulated by any local, state or federal authority, agency or governmental body. As used herein “Hazardous Materials Laws” means all federal, state and local laws, ordinances, regulations, orders and directives pertaining to Hazardous Materials.

8. **Agency’s Covenants.** The Agency covenants that from the Effective Date and through the Transfer Date, the Agency: (i) shall not permit any liens, encumbrances, or easements to be placed on the Properties without the consent of the City; (ii) shall not enter into
any agreement regarding the sale, rental, management, repair, improvement, or any other matter affecting the Properties that would be binding on the City or the Properties after the Transfer Date without the prior written consent of the City; (iii) shall not permit any act of waste or act that would tend to diminish the value of the Properties for any reason, except that caused by ordinary wear and tear; and (iv) shall maintain the Properties in its condition as of the Effective Date, ordinary wear and tear excepted, and shall manage the Properties substantially in accordance with the established practices of the Agency.

9. **Damage and Destruction.** In the event of any damage or other loss to the Properties, or any portion thereof, caused by fire, flood or other casualty prior to the Transfer Date in an amount not exceeding $50,000, the City shall not be entitled to terminate this Agreement, but shall be obligated to accept transfer of the Properties as provided in this Agreement, provided that the Agency shall: (i) assign and transfer to the City all of the Agency’s rights under any insurance policy covering the damage or loss, and all claims for monies payable from the Agency’s insurer(s) in connection with the damage or loss, and (ii) pay to the City on the Transfer Date the amount of the Agency’s deductible under the insurance policy or policies covering the damage or loss. In the event of damage or destruction of the Properties or any portion thereof prior to the Transfer Date in an amount in excess of $50,000, the City may elect either to terminate this Agreement upon written notice to the Agency, or to consummate the transfer of the Properties, in which case the Agency shall (i) assign and transfer to the City all of the Agency’s rights under any insurance policy covering the damage or loss, and all claims for monies payable from the Agency’s insurer(s) in connection with the damage or loss, and (ii) pay to the City on the Transfer Date the amount of the Agency’s deductible under the insurance policy or policies covering the damage or loss. If the City elects to terminate this Agreement, all funds and documents deposited into escrow by or on behalf of the City shall be returned to the City, and all rights and obligations hereunder shall terminate.

10. **Condemnation.** If prior to the Transfer Date, a material portion of the Properties is taken by eminent domain (or an action of eminent domain has been commenced against all or any portion of the Properties) (excluding for purposes of this Section, the exercise of any eminent domain powers by the City), upon the Agency’s receipt of notice thereof the Agency shall promptly notify the City of such fact, and the City shall have the option to terminate this Agreement upon notice to the Agency given not later than ten (10) days after the City’s receipt of the Agency’s notice. If the City does not exercise such option to terminate this Agreement, the Agency shall assign to the City on the Transfer Date, and the City shall be entitled to negotiate for, receive, and keep, all awards, and rights to receive future awards, for such taking by eminent domain, and the transaction contemplated by this Agreement shall be consummated pursuant to the terms hereof.

11. **Restrictions on Use.** The City pledges that the City shall use, and shall permit the Properties to be developed, solely for purposes consistent with the Redevelopment Plan, the Implementation Plan adopted in connection therewith and the City General Plan as it presently exists or may be amended.

The requirements of this Section 11 will be included in the Grant Deeds conveying the Properties to the City, constitutes covenants running with the land, will be binding on successors, and survives the Transfer and the termination of this Agreement.
12. **Restrictions on Use of Proceeds.** The City agrees that all lease payments and any sale proceeds in the event of lease or sale of the Properties shall be deposited into a restricted fund, and such payments and proceeds shall be used solely for the construction, installation and maintenance of public improvements, for capital improvements or for economic development activities within the Redevelopment Project Area or to increase, improve or preserve the City’s supply of housing available at affordable housing cost to low- and moderate-income households. The requirements of this Section 12 shall be included in the Grant Deed conveying the Properties to the City, and shall survive the Transfer and the termination of this Agreement.

13. **Obligation to Refrain from Discrimination.** The City shall not restrict the rental, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Properties, or any portion thereof, on the basis of race, color, religion, creed, sex, sexual orientation, disability, marital status, ancestry, or national origin of any person. The City covenants for itself and all persons claiming under or through it, and this Agreement is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Properties or part thereof, nor shall the City or any person claiming under or through the City 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, of, or for the Properties or part thereof. The City shall include such provision in all deeds, leases, contracts and other instruments executed by the City, and shall enforce the same diligently and in good faith.

All deeds, leases or contracts made or entered into by the City, its successors or assigns, as to any portion of the Properties or the improvements located thereon shall contain the following language:

(a) In Deeds, the following language shall appear:

“(1) Grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through it, that there shall be no discrimination against or segregation of a person or of a group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed nor shall the grantee or any person claiming under or through the grantee 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 property herein conveyed. The foregoing covenant shall run with the land.

“(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in
Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).

(b) In Leases, the following language shall appear:

“(1) The lessee herein covenants by and for the lessee and lessee’s heirs, personal representatives and assigns, and all persons claiming under the lessee or through the lessee, that this lease is made subject to the condition that there shall be no discrimination against or segregation of any person or of a group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry or disability in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the property herein leased nor shall the lessee or any person claiming under or through the lessee establish or permit any such practice or practices of discrimination of segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the property herein leased.

“(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

(c) In Contracts, the following language shall appear:

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


14.1 Default. An event of default ("Event of Default") shall arise hereunder if either Party fails to keep, observe, or perform any of its covenants, duties, or obligations under
this Agreement, and the default continues for a period of thirty (30) days, or in the case of a
default which cannot with due diligence be cured within thirty (30) days, the defaulting Party
fails to commence to cure the default within thirty (30) days of such default and thereafter fails
to prosecute the curing of such default with due diligence and in good faith to completion within
not more than ninety (90) days.

14.2 Remedies. Upon the occurrence of an Event of Default, in addition to
pursuing any other remedy allowed at law or in equity or otherwise provided in this Agreement,
the non-defaulting Party may bring an action for equitable relief seeking the specific
performance of the terms and conditions of this Agreement, and/or enjoining, abating, or
preventing any violation of such terms and conditions, and/or seeking to obtain any other remedy
consistent with the purpose of this Agreement, and may pursue any and all other remedies
available under this Agreement or under law or equity to enforce the terms of this Agreement.

14.3 Remedies Cumulative. Except as otherwise expressly stated in this
Agreement, the rights and remedies of the Parties are cumulative, and the exercise by either
Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same
or different time, of any other rights or remedies for the same or any other default by the other
Party.

14.4 Inaction Not a Waiver of Default. No failure or delay by either Party in
asserting any of its rights and remedies as to any default shall operate as a waiver of such default
or of any such rights or remedies, nor deprive either Party of its rights to institute and maintain
any action or proceeding which it may deem necessary to protect, assert or enforce any such
rights or remedies in the same or any subsequent default.

15. Miscellaneous.

15.1 Notices. Except as otherwise specified in this Agreement, all notices to be
sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their
respective addresses specified below or to such other address as a Party may designate by written
notice delivered to the other Parties in accordance with this Section. All such notices shall be
sent by:

(i) personal delivery, in which case notice is effective upon delivery;

(ii) certified or registered mail, return receipt requested, in which case
notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;

(iii) nationally recognized overnight courier, with charges prepaid or
charged to the sender’s account, in which case notice is effective on delivery if delivery is
confirmed by the delivery service; or

(iv) facsimile transmission, in which case notice shall be deemed
delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered
by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated
reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered
to have been received on the next business day if it is received after 5:00 p.m. recipient’s time or on a nonbusiness day.

To Agency: Redevelopment Agency of the
City of Grass Valley
125 E. Main Street
Grass Valley, CA 95945
Attention: Executive Director

To City: City of Grass Valley
125 E. Main Street
Grass Valley, CA 95945
Attention: City Administrator

15.2 **No Brokers.** Each Party hereby represents and warrants to the other Party that it has retained no broker or other party to whom a commission or finder's fee is due with respect to the transactions contemplated hereby. Each Party shall defend, indemnify and hold the other Party harmless from and against all claims, expenses, costs, or arising in connection with a breach of this warranty and representation. The terms of this Section shall survive the expiration or earlier termination of this Agreement.

15.3 **Attorneys Fees.** If either Party fails to perform any of its obligations under this Agreement, or if any dispute arises between the Parties concerning the meaning or interpretation of any provision hereof, then the prevailing Party in any proceeding in connection with such dispute shall be entitled to the costs and expenses it incurs on account thereof and in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys fees and disbursements.

15.4 **Entire Agreement.** This Agreement, together with Exhibit A constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior negotiations and agreements with respect thereto.

15.5 **Provisions Not Merged With Deeds.** None of the provisions, terms, representations, warranties and covenants of this Agreement are intended to or shall be merged by the Grant Deed, and neither the Grant Deed nor any other document shall affect or impair the provisions, terms, representations, warranties and covenants contained herein. Without limiting the generality of the foregoing: (i) the Agency’s representations, warranties and covenants contained herein shall survive the Transfer, (ii) all provisions of this Agreement that expressly state that they shall survive the Transfer and the termination of this Agreement, shall do so, and (iii) the City and the Agency intend that the City’s obligations pursuant to Sections 7, 11, 12 and 13 will survive the termination of this Agreement, the Transfer and the transfer of the Properties to the City.

15.6 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws.
15.7 Interpretation; Captions. The section headings used herein are solely for convenience and shall not be used to interpret this Agreement. The Parties acknowledge that this Agreement is the product of negotiation and compromise on the part of both Parties, and the Parties agree, that since both Parties have participated in the negotiation and drafting of this Agreement, this Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

15.8 Exhibits. Exhibits A attached hereto are incorporated herein by this reference and made a part of this Agreement.

15.9 No Third Party Beneficiaries. Nothing contained in this Agreement is intended by the Parties, nor shall any provision of this Agreement be deemed or construed by the Parties or by any third person, to be for the benefit of any third party, nor shall any third party have any right to enforce any provision of this Agreement or be entitled to damages for any breach by the City or the Agency of any of the provisions of this Agreement.

15.10 Amendments. This Agreement may be modified or amended only by an instrument in writing executed by both the City and the Agency.

15.11 Assignments. This Agreement and the rights conferred hereunder may not be assigned by operation of law or otherwise absent the express written consent of the Parties.

15.12 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original, and all of which taken together shall constitute one agreement.

15.13 Further Assurances. The Agency and the City each agree to undertake such other actions as may reasonably be necessary to carry out the intent of this Agreement, including without limitation, the execution and/or recordation of any additional documents which may be required to effectuate the transfers contemplated hereby.

15.14 Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by this Agreement.

15.15 Non-Liability of Officials, Employees and Agents. No member, official, employee or agent of the City or the Agency shall be personally liable in the event of any default or breach hereunder by either Party.

SIGNATURES ON FOLLOWING PAGE
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

AGENCY

REDEVELOPMENT AGENCY
OF THE CITY OF GRASS VALLEY,
a public body corporate and politic

By: __________________________________________
   Executive Director

ATTEST:

By________________________________________
   Agency Secretary

APPROVED AS TO FORM:

By________________________________________
   Agency Counsel

CITY

CITY OF GRASS VALLEY,
a municipal corporation

By: __________________________________________
   City Administrator

ATTEST:

By________________________________________
   City Clerk

APPROVED AS TO FORM:

By________________________________________
   City Attorney
Exhibit A

FORM OF GRANT DEED

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Grass Valley
125 East Main St.
Grass Valley, CA 95945
Attention: Executive Director

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§6103, 27383

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

GRANT DEED

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Redevelopment Agency of the City of Grass Valley, a public body, corporate and politic (the "Agency") acting to carry out the Redevelopment Plan for the Grass Valley Redevelopment Project (the "Redevelopment Plan") for redevelopment purposes pursuant to the Community Redevelopment Law of the State of California, hereby grants and conveys to the City of Grass Valley, a municipal corporation (the "City"); the real property (the "Property") located at ________________________ commonly the Richardson Street Realignment in the City of Grass Valley, known as Nevada County Assessor's Parcel Number ____________, and more particularly described in Exhibit A attached hereto and incorporated in this grant deed ("Grant Deed") by this reference.

1. Transfer Agreement. The Property is conveyed subject to the Redevelopment Plan and that certain unrecorded Transfer Agreement entered into by and between the Agency and the City dated as of March 8, 2011 (the "Agreement").

2. Use Restrictions. The City hereby covenants and agrees, for itself and its successors and assigns, that the Property shall be used and developed solely for the purpose consistent with the Agreement, and the requirements of the Redevelopment Plan, the Implementation Plan adopted in connection therewith, and the City of Grass Valley General Plan ("General Plan"), as it presently exists or may be amended.

3. Restrictions on Use of Proceeds. The City covenants and agrees that the Property and Improvements will be used for the purposes of timely redevelopment as set forth in the Agreement and not for speculation in landholding. The City covenants and agrees that the City shall deposit all proceeds that the City receives from the Property or any part of any of the foregoing into a restricted fund, and shall use such proceeds solely for the construction, installation and maintenance of public improvements for capital improvements or for economic development activities within the Grass Valley Redevelopment Project or to increase, improve or preserve the City's supply of housing available at affordable housing cost to low- and moderate-income households. The City covenants and agrees that the City shall reinvest all proceeds that
the City receives from the sale or lease of the Property, or any part thereof, into the Project Area. The City pledges that the City shall use, and shall permit the Property to be developed, solely for purposes consistent with the Redevelopment Plan, the Implementation Plan adopted in connection therewith, and the General Plan.

4. Nondiscrimination. The City shall not restrict the rental, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, or any portion thereof, on the basis of race, color, religion, creed, sex, sexual orientation, disability, marital status, ancestry, or national origin of any person. The City covenants for itself and all persons claiming under or through it, and this Grant Deed is made and accepted upon and subject to the condition that there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property or part thereof, nor shall the City or any person claiming under or through the City 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, of, or for the Property or part thereof.

All deeds, leases or contracts made or entered into by the City, its successors or assigns, as to any portion of the Property or the Improvements shall contain the following language:

(a) In Deeds, the following language shall appear:

“(1) City herein covenants by and for itself, its successors and assigns, and all persons claiming under or through it, that there shall be no discrimination against or segregation of a person or of a group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed nor shall the grantee or any person claiming under or through the grantee 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 property herein conveyed. The foregoing covenant shall run with the land.

“(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”
(b) In Leases, the following language shall appear:

“(1) The lessee herein covenants by and for the lessee and lessee’s heirs, personal representatives and assigns, and all persons claiming under the lessee or through the lessee, that this lease is made subject to the condition that there shall be no discrimination against or segregation of any person or of a group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry or disability in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the property herein leased nor shall the lessee or any person claiming under or through the lessee establish or permit any such practice or practices of discrimination of segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the property herein leased.

“(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

(c) In Contracts, the following language shall appear:

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

5. Term of Restrictions. The covenants contained in Section 2 of this Grant Deed regarding use of the Property shall remain in effect until the date which is the expiration date of the Redevelopment Plan as in effect on the date of this Grant Deed. The covenants against discrimination contained in Section 4 of this Grant Deed shall remain in effect in perpetuity.

6. Mortgagee Protection. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust or other financing or security instrument permitted by the Agreement; provided, however, that any successor of the City to the Property shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee’s sale or otherwise.
7. **Binding On Successors.** The covenants contained in Sections 2 and 4 of this Grant Deed, without regard to technical or legal classification or designation specified in this Grant Deed or otherwise, shall to the fullest extent permitted by law and equity, be binding upon the City and any successor in interest to the Property or any part thereof, for the benefit of the Agency, and its successors and assigns, and such covenants shall run in favor of and be enforceable by the Agency and its successors and assigns for the entire period during which such covenants shall be in force and effect, without regard to whether the Agency is or remains an owner of any land or interest therein to which such covenants relate. In the event of any breach of any of such covenants, the Agency and its successors and assigns shall have the right to exercise all rights and remedies available under law or in equity to enforce the curing of such breach.

8. **Enforcement.** The Agency shall have the right to institute such actions or proceedings as it may deem desirable to enforce the provisions set forth herein. Any delay by the Agency in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights hereunder shall not operate as a waiver of or limitation on such rights, nor operate to deprive the Agency of such rights, nor shall any waiver made by the Agency with respect to any specific default by the City, its successors and assigns, be considered or treated as a waiver of the Agency's rights with respect to any other default by the City, its successors and assigns, or with respect to the particular default except to the extent specifically waived.

9. **Amendment.** Only the Agency, its successors and assigns, and the City and the successors and assigns of the City in and to all or any part of the fee title to the Property and Improvements shall have the right to consent and agree to changes or to eliminate in whole or in part any of the covenants contained in this Grant Deed. For purposes of this Section, successors and assigns of the City shall be defined to include only those parties who hold all or any part of the Property and Improvements in fee title, and not to include a tenant, lessee, easement holder, licensee, mortgagee, trustee, beneficiary under deed of trust, or any other person or entity having an interest less than a fee in the Property and Improvements.

10. **Conflict.** In the event there is a conflict between the provisions of this Grant Deed and the Agreement, it is the intent of the Parties that the Agreement shall control.

11. **Counterparts.** This Grant Deed may be executed in counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument.

*SIGNATURES ON FOLLOWING PAGE*
IN WITNESS WHEREOF, the Agency and the City have executed this Grant Deed as of this ____ day of ________, 2011.

AGENCY

REDEVELOPMENT AGENCY
OF THE CITY OF GRASS VALLEY,
a public body corporate and politic

By: __________________________
    Executive Director

ATTEST:

By: __________________________
    Agency Secretary

APPROVED AS TO FORM:

By: __________________________
    Agency Counsel

CITY

CITY OF GRASS VALLEY,
a municipal corporation

By: __________________________
    City Administrator

ATTEST:

By: __________________________
    City Clerk

APPROVED AS TO FORM:

By: __________________________
    City Attorney

SIGNATURES MUST BE NOTARIZED
STATE OF CALIFORNIA    
COUNTY OF NEVADA    

On ______________, 20__, 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)

STATE OF CALIFORNIA    
COUNTY OF NEVADA    

On ______________, 20__, 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

PROPERTY
(Attach legal description.)
SURVEYOR'S STATEMENT:


I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED TENTATIVE MAP OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITION INDICATED, AND THAT THE MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

TIMOTHY F. SCILD, L.S. 8021, EXPRES 3/31/07

COUNTY RECORDER'S STATEMENT

FILED THIS 13TH DAY OF OCTOBER, 2005, AT 1:25 P.M. IN BOOK 13 OF SURVEYS AT PAGE 516, AT THE REQUEST OF THE CITY OF GRASS VALLEY.

RECORDER NO: 04-16 DATE 10/05

OWNER'S CERTIFICATE

THE UNDERSIGNED, BEING THE ONLY PERSON REPRESENTING ANY RECORD TITLE INTEREST IN THE HEREIN SUBDIVIDED LANDS OR HEREBY CONSENT TO THE PREPARATION AND RECORDING OF THIS FINAL MAP OF "RICHARDSON STREET AND EAST MAIN STREET" AND OFFER FOR DEDICATION AND DO HEREBY DEDICATE TO THE CITY OF GRASS VALLEY THE FOLLOWING:

1. FOR ANY AND ALL PUBLIC USES AND ALL THAT PORTION OF THOSE STRIPS OF LAND SHOWN AND DESIGNATED AS 'RICHARDSON STREET AND EAST MAIN STREET',

2. RIGHTS-OF-WAY AND EASEMENTS FOR WATER, GAS, SEWER AND DRAINAGE PIPES, OVERHEADS AND Ditches, AND FOR UNDERGROUND Wires AND CONDUITS FOR TELEPHONE AND TELEVISION SERVICES, TOGETHER WITH ALL APPURTENANCES THERETO OR ACROSS THOSE STRIPS OF LAND SHOWN AND DESIGNATED AS "PUBLIC SERVICE EASEMENT" (P.S.E.).

REDEVELOPMENT AGENCY OF THE CITY OF GRASS VALLEY

BY ____________________________________________

CHAIRPERSON / M.C. CHAIRPERSON

TAX COLLECTOR'S STATEMENT

1. CHRISTINA BARIS, THE OFFICIAL, COMPTROLLER RESPONSIBLE FOR THE COUNTY OF NEVADA, STATE OF CALIFORNIA, HAS HERETOFU EVIDENCED THAT ACCORDING TO THE RECORDS IN THIS OFFICE, THERE ARE NO LIENS FOR UNPAID TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES AGAINST THE HEREIN SUBDIVIDED REAL ESTATE, EXCEPT DUE ASSESSMENTS NOT YET PAID, BUT CONSTITUTING A LIEN IS

CHRISTINA BARIS

NEVADA COUNTY TAX COLLECTOR

CITY ENGINEER'S STATEMENT

THIS PARCEL MAP HAS BEEN CONVEYED BY ME AND THE SUBMISSION SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROPRIATE ALTERATIONS THERETO AND PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH THE DAY OF

CITY OF GRASS VALLEY

CITY SURVEYOR'S STATEMENT

THIS PARCEL MAP HAS BEEN EXAMINED BY ME AND I AM SATISFIED THAT THIS PARCEL MAP IS TECHNICALLY CORRECT THIS 22ND DAY OF

CITY OF GRASS VALLEY

OWNER'S ACKNOWLEDGEMENT

STATE OF CALIFORNIA
COUNTY OF NEVADA

ON OCTOBER 5, 2005, BEFORE ME, CHRISTINA BARIS, THE OFFICIAL, COMPTROLLER RESPONSIBLE FOR THE COUNTY OF NEVADA, STATE OF CALIFORNIA, AND HERETOFU EVIDENCED THAT ACCORDING TO THE RECORDS IN THIS OFFICE, THERE ARE NO LIENS FOR UNPAID TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES AGAINST THE HEREIN SUBDIVIDED REAL ESTATE, EXCEPT DUE ASSESSMENTS NOT YET PAID, BUT CONSTITUTING A LIEN IS

CHRISTINA BARIS

NEVADA COUNTY TAX COLLECTOR

CITY COUNCIL'S STATEMENT

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF GRASS VALLEY, STATE OF CALIFORNIA, BY A MINORITY ADOPTED AT A MEETING HELD ON THE DAY OF

CITY OF GRASS VALLEY

PARCEL MAP
No. 04-16
"RICHARDSON STREET & EAST MAIN STREET"

BEING A PORTION OF BLOCK 1 OF GRASS VALLEY TOWNSITE IN THE INCORPORATED CITY OF GRASS VALLEY, NEVADA COUNTY, CALIFORNIA

OCTOBER 2005

PROPOSED PARCEL: 125 EAST MAIN STREET
GRASS VALLEY, CA 95845

PROPOSED BY:

INITIAL POINT, INC.
TIMOTHY F. SCILD, L.S. 8021
140 UPTON DRIVE SUITE 120
GRASS VALLEY, CA 95845
PHONE: (530) 477-7177 FAX: (530) 477-9587

COUNTY RECORDS STATEMENT

FILED THIS 13TH DAY OF OCTOBER, 2005, AT 1:25 P.M. IN BOOK 13 OF SURVEYS AT PAGE 516, AT THE REQUEST OF THE CITY OF GRASS VALLEY.

RECORDER NO: 04-16 DATE 10/05

PROPERTY: RICHARDSON STREET & EAST MAIN STREET

OWNER'S ACKNOWLEDGEMENT

STATE OF CALIFORNIA
COUNTY OF NEVADA

ON OCTOBER 5, 2005, BEFORE ME, CHRISTINA BARIS, THE COMPTROLLER RESPONSIBLE FOR THE COUNTY OF NEVADA, STATE OF CALIFORNIA, AND HERETO EVIDENCED THAT ACCORDING TO THE RECORDS IN THIS OFFICE, THERE ARE NO LIENS FOR UNPAID TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES AGAINST THE HEREIN SUBDIVIDED REAL ESTATE, EXCEPT DUE ASSESSMENTS NOT YET PAID, BUT CONSTITUTING A LIEN IS

CHRISTINA BARIS

NEVADA COUNTY TAX COLLECTOR

CITY COUNCIL'S STATEMENT

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF GRASS VALLEY, STATE OF CALIFORNIA, BY A MINORITY ADOPTED AT A MEETING HELD ON THE DAY OF

CITY OF GRASS VALLEY

PARCEL MAP
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COUNTY RECORDS STATEMENT

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RECORDER NO: 04-16 DATE 10/05

PROPERTY: RICHARDSON STREET & EAST MAIN STREET

OWNER'S ACKNOWLEDGEMENT

STATE OF CALIFORNIA
COUNTY OF NEVADA

ON OCTOBER 5, 2005, BEFORE ME, CHRISTINA BARIS, THE COMPTROLLER RESPONSIBLE FOR THE COUNTY OF NEVADA, STATE OF CALIFORNIA, AND HERETO EVIDENCED THAT ACCORDING TO THE RECORDS IN THIS OFFICE, THERE ARE NO LIENS FOR UNPAID TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES AGAINST THE HEREIN SUBDIVIDED REAL ESTATE, EXCEPT DUE ASSESSMENTS NOT YET PAID, BUT CONSTITUTING A LIEN IS

CHRISTINA BARIS

NEVADA COUNTY TAX COLLECTOR

CITY COUNCIL'S STATEMENT

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF GRASS VALLEY, STATE OF CALIFORNIA, BY A MINORITY ADOPTED AT A MEETING HELD ON THE DAY OF

CITY OF GRASS VALLEY
EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF NEVADA, CITY OF GRASS VALLEY, AND IS DESCRIBED AS FOLLOWS:

THE EASTERLY PORTION OF LOT 24, BLOCK 28, OF THE TOWNSITE (NOW CITY) OF GRASS VALLEY, AS SHOWN ON THE MAP MADE BY SAMUEL BETHEL IN THE YEAR 1872, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE LINE COMMON TO LOTS 23 AND 24, BLOCK 28, FROM WHICH THE ORIGINAL CORNER COMMON TO SAID LOTS 23 AND 24 BEARS SOUTH 89 DEGREES 06' WEST 100.43 FEET DISTANT, AND THE PRESENT CORNER THEREOF BEARS SOUTH 89 DEGREES 06' WEST 96.24 FEET DISTANT; THENCE FROM SAID POINT OF COMMENCEMENT, WITH TRUE BEARING, SOUTH 4 DEGREES 13' EAST 81.30 FEET TO IRON STAKE ON THE NORTH FENCE LINE OF SIMON CRASES LOT; THENCE ALONG SAID FENCE LINE NORTH 89 DEGREES 11' EAST 38.70 FEET TO ANGLE IN FENCE AT CORNER OF BARN; THENCE SOUTH 87 DEGREES 54' EAST 54.70 FEET TO A CORNER COMMON TO LOTS 24 AND 25 ON THE WESTERLY LINE OF LOT 5, BLOCK 28; THENCE ALONG THE WESTERLY LINE OF SAID LOT 5 NORTH 8 DEGREES 11' EAST 85.25 FEET TO A CORNER COMMON TO SAID LOTS 23 AND 24; THENCE ALONG SAID COMMON LINE SOUTH 89 DEGREES 06' WEST 111.50 FEET TO THE PLACE OF BEGINNING.

EXCEPTING THEREFROM ALL THE MINERAL, METAL MATTER AND ROCK CONTAINED UNDER SAID PROPERTY FROM ANY DEPTH UP TO AND WITHIN 125 FEET OF THE SURFACE OF SAID PROPERTY AS CONVEYED BY THE DEED RECORDED APRIL 26, 1909 IN BOOK 11 OF DEEDS, PAGE 109, EXECUTED BY SAMUEL BLIGHT, ET AL, TO LLOYD P. LARUE.

APN: 08-373-07
**RECORDING REQUESTED BY**
California Land Title Company of Nevada County

**AND WHEN RECORDED MAIL TO:**
CITY OF GRASS VALLEY
JOE HECKEL
125 EAST MAIN STREET
GRASS VALLEY, CA 95945

ORDER NO.: 105377-PG

---

**GRANT DEED**

THE UNDERSIGNED GRANTOR(s) DECLARE(s)

Documentary Transfer Tax is $500.50

- computed on full value of interest or property conveyed, or
- full value less value of liens or encumbrances remaining at the time of sale

Parcel No. 08-372-08

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
David A. Tannenbaum and Patricia M. Hurley, husband and wife as Joint Tenants
hereby GRANT(s) to
City of Grass Valley Redevelopment Agency
the following real property in the City of GRASS VALLEY County of Nevada, State of California:
See Exhibit A attached hereto and made a part hereof.

Dated: June 16, 2009

David A. Tannenbaum

Patricia M. Hurley

STATE OF CALIFORNIA
COUNTY OF Nevada

On June 24, 2009 before me,
Judy Ann Bagley
a Notary Public, personally appeared David A. Tannenbaum and Patricia M. Hurley
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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.

Judy Ann Bagley

FOR NOTARY SEAL OR STAMP

[Notary Seal]

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY IS SHOWN, MAIL AS DIRECTED ABOVE.
Exhibit A

Lot Ten, in Block Twenty-seven, of the Town, now City, of Grass Valley, as said lot and block are designated upon the Official Map of the Town of Grass Valley made by Samuel Bethell in the year 1872.

EXCEPTING THEREFROM all portions of said real property situate more than 100 feet below the surface thereof together with the right to work and mine the said property below said depth and remove minerals therefrom, without disturbing the surface thereof, as conveyed by the deed recorded October 6, 1941, in Book 72 of Official Records, at Page 326, executed by Nellie Michell, a widow, to C. B. Granfell.
LEGAL DESCRIPTION

Real property in the City of Grass Valley, County of Nevada, State of California, described as follows:

Lot 11, in Block 27, of the Town, now City of Grass Valley, as said lot and block are designated upon the Official Map of the said Town of Grass Valley, made by Samuel Bethell in the year 1872.

EXCEPTING THEREFROM the following:

(A) All that portion of the herein described realty conveyed by deed dated June 14, 1956, recorded June 29, 1956, in Book 222 of Official Records, at Page 181, executed by Ernest Daniels, et ux to the City of Grass Valley.

(B) All mineral, metal matter and rock contained under said property from any depth up to and within 125 feet of the surface thereof, as conveyed by the deed dated March 1, 1909, recorded March 11, 1909, in Book 109 of Deeds, at Page 113, executed by Henry Daniels and Josephine Daniels, his wife, to Lloyd P. Larue.

(C) All that portion of the herein described realty conveyed by deed recorded December 18, 1972, in Book 627, Page 404, Official Records, executed by Elisabeth Daniels, a widow, to the State of California, described as follows:

Beginning at a point in the Easterly line of said Lot 11 being the Northerly terminus of the line described as North 03° 25' West 17.59 feet in deed recorded June 29, 1956, in Book 222, Page 181, Official Records of Nevada County; thence from said point of beginning from a tangent that bears South 04° 03' 00" East along a curve to the right with a radius of 9.00 feet, through an angle of 125° 49' 00", an arc length of 19.76 feet to a point in the Southwesterly line of said Lot 11; thence along said Southwesterly line North 58° 14' 00" West 11.73 feet; thence leaving said Southwesterly line from a tangent that bears South 58° 14' 00" East along a curve to the left with a radius of 15.00 feet, through an angle of 15° 49' 00", an arc length of 32.94 feet to a point in said Easterly line; thence along said Easterly line South 04° 03' 00" East (recorded South 03° 25' East) 11.73 feet to the point of beginning.

APN: 08-372-07
CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated
______________, 2011, from the Redevelopment Agency of the City of Grass Valley, a public
body, corporate and politic, to the City of Grass Valley, a municipal corporation ("City"), is
hereby accepted on behalf of the City by its City Administrator pursuant to authority conferred
by Resolution No. ________, adopted by the City Council of the City of Grass Valley on March
8, 2011, and that the City consents to recordation of the Grant Deed by its duly authorized
officer.

Dated ________________, 2011

CITY OF GRASS VALLEY,
a municipal corporation

By:

______________________________
City Administrator

ATTEST:

By______________________________
City Clerk

APPROVED AS TO FORM:

By______________________________
City Attorney