RESOLUTION NO 15-OB-002

A RESOLUTION OF THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO THE FORMER INGLEWOOD REDEVELOPMENT AGENCY APPROVING THAT CERTAIN LICENSE AGREEMENT WITH SOUTHERN CALIFORNIA GAS COMPANY AND DIRECTING THE AUTHORIZED SIGNATORY OF THE SUCCESSOR AGENCY TO THE FORMER INGLEWOOD REDEVELOPMENT AGENCY TO ENTER INTO SAID LICENSE AGREEMENT CONCERNING THAT CERTAIN SUCCESSOR AGENCY VACANT PARCEL LOCATED 10117 SOUTH PRAIRIE AVENUE, INGLEWOOD, CALIFORNIA 90301 (APN 4034-005-900) FOR THE PURPOSES STATED THEREIN.

WHEREAS, Assembly Bill x1 26 (“AB 26”) and AB x1 27 (“AB 27”) were passed by the State Legislature on June 15, 2011, and signed by the Governor on June 28, 2011, making certain changes to the Redevelopment Law, including adding Part 1.8 (commencing with Section 34161) and Part 1.85 (commencing with Section 34170) (“Part 1.85”) to Division 24 of the California Health and Safety Code (“Health and Safety Code”); and

WHEREAS, the California Supreme Court in California Redevelopment Association v. Matosantos, Case No. S194861 upheld the constitutionality of AB 26; and

WHEREAS, Health and Safety Code section 34173(a) designates successor agencies as successor entities to former redevelopment agencies; and

WHEREAS, upon dissolution of the Inglewood Redevelopment Agency as of February 1, 2012, the Inglewood Redevelopment Agency was deemed the Former Redevelopment Agency under Health and Safety Code section 34173(a); and
WHEREAS, pursuant to Health and Safety Code section 34173(d), the City of Inglewood ("Successor Agency") serves as the successor agency to the Inglewood Redevelopment Agency ("Former Redevelopment Agency"), confirmed by City Council Resolution No.12-02 adopted on January 1, 2012; and

WHEREAS, AB 26 requires that there shall be an oversight board ("Oversight Board") established for each of the former California redevelopment agency's successor agencies to supervise the activities of the Successor Agency and the wind down of the dissolved Redevelopment Agency's affairs pursuant to AB 26; and

WHEREAS, the City of Inglewood, as Successor Agency is engaged in activities necessary to wind down the Former Redevelopment Agency, and

WHEREAS, the Southern California Gas Company, a California corporation ("Licensee") provides natural gas to the region as part of its utility operations. In connection therewith, Licensee has requested that the Successor Agency enter into a license with Licensee to enable Licensee to temporarily stage certain natural gas utility operations on vacant land owned by the Successor Agency located at 10117 South Prairie Avenue, Inglewood, California 90301. Licensee proposes to insure its operations thereunder. The California Department of Finance does allow for interim uses provided they can be terminated in thirty days. A proposed form of license agreement (the "Agreement") complies with such requirements and is presented to the Oversight Board for approval consideration as part of the staff report for this item; and

NOW, THEREFORE, the Oversight Board for the Successor Agency to the Inglewood Redevelopment Agency does hereby resolve as follows:

SECTION 1. The Recitals set forth above are true and correct and are incorporated into the Resolution by this reference.

SECTION 2. The Oversight Board hereby approves the Agreement and directs the authorized signatory of the Successor Agency to enter into by the Agreement, or such acceptable form thereof, when and as appropriate to allow the Licensee to carry
out its natural gas utility operations as contemplated therein.

SECTION 3. The Oversight Board Secretary shall certify as to the adoption of
this Resolution.

SECTION 4. This Resolution shall take effect immediately upon adoption.

PASSED, APPROVED AND ADOPTED by the Oversight Board to the
Successor Agency of the Inglewood Redevelopment Agency, at its meeting held on
the ___ day of January, 2015 by the following vote:

Yes:
No:
Abstain:

James T. Butts, Jr. Chairman
City of Inglewood
Former Redevelopment Agency
Oversight Board

ATTEST:

Olga J. Castañeda, Deputy Clerk
County of Los Angeles Board of Supervisors
Acting as the Secretary to the City of
Inglewood Former Redevelopment
Agency Oversight Board
LICENSE AGREEMENT
(Southern California Gas Company Staging Area on 10117 South Prairie Ave, Inglewood, CA)

THIS LICENSE AGREEMENT (the "Agreement") is dated as of January __, 2015 (the "Effective Date"), by and between the SOUTHERN CALIFORNIA GAS COMPANY, a California corporation, as licensor, ("Licensee") and the CITY OF INGLEWOOD, AS SUCCESSOR AGENCY TO THE FORMER INGLEWOOD REDEVELOPMENT AGENCY, a public entity formed under California Health & Safety Code section 34173(g) pursuant to AB X1 26, as amended, as licensor, ("Licensor"), each duly organized and existing under the laws of the State of California.

WITNESSETH

WHEREAS, Licensor is the fee owner of certain vacant real property bearing the address 10117 South Prairie Avenue, located in the City of Inglewood, County of Los Angeles, as more fully described in that legal description attached hereto as Exhibit A (the "Property"); and

WHEREAS, Licensee has asked Licensor to grant Licensee a non-exclusive license to use the Property pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the above premises and of the mutual promises herein contained, Licensee and Licensor do hereby agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct, and are incorporated herein by reference.

2. **GRANT OF LICENSE: LICENSE FEE.** Subject to all terms and conditions contained within this Agreement, Licensor hereby grants to Licensee a license (hereinafter the "License") for the non-exclusive use of the Property as set forth herein, for a period of thirty (30) days (the "Initial Term") commencing on the Effective Date of this Agreement. The Initial Term of this Agreement shall automatically extend for successive thirty (30) day periods unless either party shall give written notice to the other of its election to terminate this Agreement. In the event either party shall elect to terminate this Agreement, this Agreement shall terminate five (5) business days following the receipt by the other party of such written notice. Licensee shall pay to Licensor, in exchange for the License, a fee in the amount of Two Thousand Dollars ($2,000.00) per month (the "License Fee"), payable in advance on or before the Effective Date and each subsequent extension thereof. In the event the date of termination of this Agreement is not the last day of the Initial Term or an extension period, the License Fee shall be prorated based on the number of days in such period through the date of termination, and Licensor shall promptly reimburse Licensee for any portion of the License Fee which relates to periods after the date of termination.

3. **CONDITIONS OF LICENSE.** In addition to all other terms and conditions of this Agreement, the License shall be subject to the following terms and conditions:

   (a) This Agreement is neither a lease nor a bailment. Accordingly, Licensee shall have no leasehold rights in and/or to the Property, nor shall Licensor owe any duty

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License Agreement  
10117 South Prairie
or obligation whatsoever to Licensee in connection with the maintenance of the Property and/or safekeeping of Licensee or any property of Licensee on the Property.

(b) Licensee's rights under this Agreement are limited solely to the business use of the Property in connection with Licensee's operations including certain staging activities on the Property in connection with natural gas distribution and maintenance operations in the general area of the Property including vehicular parking by Licensee. Licensee shall have no rights pursuant to this Agreement or the license granted hereunder to use, and/or permit the Property to be used for any purpose other than the purpose expressly set forth above.

(c) The License granted under this Agreement is not coupled with an interest, and is revocable at any time in accordance with paragraph 2.

(d) Licensor shall have no liability for any damage to person or property on the Property, or in connection with Licensee's use thereof, nor shall Licensor have any duty or obligation concerning or in connection with the maintenance of the Property or the safekeeping of person or personal property located thereon. Furthermore, Licensor shall have no liability for any damage either to person or property for any reason whatsoever, including, without limitation, any liability or damage arising out of or in connection with the Property or any part thereof or any appurtenances thereto being out of repair or any act or neglect of Licensor or any other person.

(e) Licensee hereby indemnifies, and holds Licensor and its agents, officers, affiliates, partners, and employees harmless from and against any and all costs, expenses, liabilities, claims, demands, and damages whatsoever incurred, imposed, or made upon Licensor or its agents, officers, affiliates, partners, or employees (including, but not limited to, attorneys' fees and court costs incurred at the trial and all appellate levels), as a result of or arising out of, whether directly or indirectly, any acts or omissions of Licensee, or in any way arising out of or in connection with the use of the Property by Licensee.

(f) Licensee shall have no right whatsoever to make any alterations or improvements to the Property, and is hereby prohibited from making any such alterations or improvements, including, without limitation, the posting of any signage thereon, or any changes to the Property. Licensee shall have the right to secure the Property, including the installation of any fence, gate or lock thereon.

(g) Notwithstanding anything to the contrary herein, Licensee shall not dispose of any materials on the Property which may be classified as hazardous or toxic in nature under any applicable federal, state, or local laws, rules, regulations or ordinances.

(h) Licensee shall at all times keep and maintain in effect liability insurance coverage pertaining to the use of the Property by Licensee, with minimum policy limits of not less than Two Million Dollars ($2,000,000), and shall provide Licensor with evidence of such insurance prior to the Effective Date. Licensor shall be named as additional insureds on any such policies. Licensor shall have no obligation to sign this Agreement unless and until Licensee delivers evidence of such insurance insuring Licensor in a form acceptable.
by Licensor.
(i) Upon the expiration or sooner termination of this Agreement, Licensee shall (a) have removed any vehicles, equipment or any other property of Licensee or which was placed on the Property by or through Licensee, (b) have repaired any damage to the Property caused by Licensee's use thereof.

4. **NOTICES.** Any notices under this Agreement shall be delivered to the applicable party at the following addresses:

   If to Licensee: SOUTHERN CALIFORNIA GAS COMPANY  
   101 Ash Street, HQ12  
   San Diego, CA  92101  
   Attn: ________________

   If to Licenser: City of Inglewood as Successor Agency to the former  
   Inglewood Redevelopment Agency  
   One Manchester Boulevard, Ninth Floor  
   Inglewood, CA 90301  
   Attn: Executive Director/City Manager

   With a copy to: Secretary of the City of Inglewood as Successor Agency to the former Inglewood Redevelopment Agency  
   One Manchester Boulevard, First Floor  
   Inglewood, CA 90301  
   Attn: Secretary/City Clerk

5. **MISCELLANEOUS.** This Agreement shall be governed by the following additional provisions:

   (a) Licensee's rights hereunder are not assignable, or transferable in any way, and are personal to Licensee.

   (b) This Agreement shall be construed and enforced in accordance with the laws of the State of California.

   (c) In the event of any litigation arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and expenses incurred at the trial and all appellate levels.

   (d) This Agreement represents the entire understanding of the parties in connection with the subject matter hereof, and may not be modified nor amended except by writing executed in accordance with the same formalities as this Agreement.

   (e) This Agreement may not be recorded among any public records; any recording of this Agreement among any public records shall terminate this Agreement and the License granted hereunder immediately and without further notice.

   (f) This Agreement may be signed in counterparts, each of which shall be an
original but all of which together shall constitute one and the same instrument. A facsimile copy of this Agreement and any signatures hereon shall be considered for all purposes as originals.

(g) This Agreement is subject to the requirements of AB X1 26, as amended from time to time.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized and their official seals to be hereto affixed, on the day and year set opposite the name of each of the parties.

Dated: January ___, 2015

Licensee

SOUTHERN CALIFORNIA GAS COMPANY,
a California corporation

By: ________________________________
    Name: ________________________________
    Title: ________________________________

By: ________________________________
    Name: ________________________________
    Title: ________________________________

Dated: January ___, 2015

Licensor

CITY OF INGLEWOOD AS SUCCESSOR AGENCY FOR THE FORMER INGLEWOOD REDEVELOPMENT AGENCY

By: ________________________________
    James T. Butts, Jr.
    Chairman

ATTEST:
YVONNE HORTON
Agency Secretary

By: ________________________________
APPROVED AS TO FORM:
KENNETH R. CAMPOS
Agency General Counsel

By:____________________________________

Kenneth R. Campos, Esq.

APPROVED:
KANE, BALLMER & BERKMAN
Agency Special Counsel

By:____________________________________

Royce K. Jones, Esq.
EXHIBIT A

LEGAL DESCRIPTION

PROPERTY ADDRESS: 10117 PRAIRIE AVE., INGLEWOOD, CA

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

PARCEL 1:

THE EAST 63.125 FEET TO THE SOUTH 279.07 FEET OF LOT 559 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGE 50 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

LOT 560 OF TRACT NO. 211, IN THE CITY OF INGLEWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 15, PAGES 50 AND 51 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

[COMMONLY KNOWN AS 10117 PRAIRIE AVE., INGLEWOOD, CA]

APN: 4034005900