

**AGENDA FOR A
SPECIAL MEETING
OF THE**

**IRWINDALE SUCCESSOR
AGENCY OVERSIGHT BOARD**

June 9, 2016

2:30 P.M. - OPEN SESSION

***IRWINDALE CITY HALL, OUTER COUNCIL CHAMBER
5050 N. IRWINDALE AVENUE
IRWINDALE, CA 91706
626-430-2200***

**Thomas Ancell
Loretta Corpis
Camille Diaz
J. Suzie Hsi
Tim Martinez
Bill Scroggins
Teresa Villegas**

Spontaneous Communications: The public is encouraged to address the Oversight Board on any matter listed on the agenda or on any other matter within its jurisdiction. The Oversight Board will hear public comment on items listed on the agenda during discussion of the matter and prior to a vote. The Oversight Board will hear public comment on matters not listed on the agenda during the Spontaneous Communications period.

Pursuant to provisions of the **Brown Act**, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The Oversight Board may direct staff to investigate and/or schedule certain matters for consideration at a future Board meeting.

Americans with Disabilities Act: In compliance with the ADA, if you need special assistance to participate in an Oversight Board meeting or other services offered by this City, please contact City Hall at (626) 430-2200. Assisted listening devices are available at this meeting. Ask the Deputy City Clerk if you desire to use this device. Upon request, the agenda and documents in the agenda packet can be made available in appropriate alternative formats to persons with disabilities. Notification of at least 48 hours prior to the meeting or time when services are needed will assist the City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

Note: Staff reports are available for inspection at the office of the Deputy City Clerk, City Hall, 5050 N. Irwindale Avenue, during regular business hours (8:00 a.m. to 6:00 p.m., Monday through Thursday).

OPEN SESSION – 2:30 P.M.

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. ROLL CALL / INTRODUCTIONS
 - Thomas Ancell, Representative of the Los Angeles County Board of Education
 - Loretta Corpis, Representative of the City of Irwindale
 - Camille Diaz, Representative of the City of Irwindale
 - J. Suzie Hsi, Representative of the County of Los Angeles
 - Tim Martinez, Representative of the Consolidated Fire Protection District of Los Angeles County
 - Bill Scroggins, Representative of the Chancellor of the California Community Colleges
 - Teresa Villegas, Representative of the County of Los Angeles

SPONTANEOUS COMMUNICATIONS

Comments must pertain to business of the Oversight Board. Please limit comments to two (2) minutes.

1. NEW BUSINESS

A. Amendment to Long-Range Property Management Plan

On September 22, 2015, Governor Brown signed Senate Bill 107 (“SB 107”), allowing successor agencies to amend their Long-Range Property Management Plan (“LRPMP”) by July 1, 2016 to transfer public parking lot facilities and lots to the City for governmental use, provided that the facilities/lots do not generate revenues in excess of reasonable maintenance costs of the properties. The Irwindale Successor Agency’s Long-Range Property Management Plan approved by the State Department of Finance (“DOF”) on August 8, 2014 included one parking lot that generates no revenue – Property No. 2, known as the Irwindale Plaza parking lot. The LRPMP currently designates the property to be sold; Successor Agency staff would like to instead transfer the property to the

City for governmental use, pursuant to SB 107.

The Oversight Board will consider a resolution to approve the LRPMP amendment, subject to the Successor Agency's approval. If approved by both the Oversight Board and the Successor Agency, the Oversight Board's resolution and the amended LRPMP will be forwarded to the DOF for their review.

B. Disposition and Development Agreement ("DDA") for the 17-Acre Site at 2200 Arrow Highway (Long-Range Property Management Plan Site No. 1)

Pursuant to the Successor Agency's DOF-approved LRPMP and subject to the Successor Agency and Oversight Board's approval, the Successor Agency will enter into a Disposition and Development Agreement with Athens Services for the 17-Acre Property located at 2200 Arrow Highway. If approved by the Oversight Board and the Successor Agency, the Oversight Board's resolution will be forwarded to the DOF for their review.

2. OLD BUSINESS

None.

3. OVERSIGHT BOARD MEMBER COMMENTS

4. ADJOURN



**OVERSIGHT BOARD
OF THE SUCCESSOR
AGENCY TO THE
IRWINDALE COMMUNITY
REDEVELOPMENT AGENCY**

THOMAS ANCELL
Rep. of County Board of
Education

LORETTA CORPIS
Rep. of Mayor of Irwindale

CAMILLE DIAZ
Rep. of Mayor of Irwindale

J. SUZIE HSI
Rep. of County Board of
Supervisors

TIM MARTINEZ
Rep. of Consolidated Fire
Protection District of Los
Angeles County

BILL SCROGGINS
Rep. of Chancellor of
California Community
Colleges

TERESA VILLEGAS
Rep. of County Board of
Supervisors

DATE: June 9, 2016

TO: Oversight Board of the Successor Agency to the Irwindale Community Redevelopment Agency

FROM: John Davidson, Executive Director
Gustavo Romo, Community Development Director

SUBJECT: Consideration of OB Resolution No. 2016-03-024 Amending Long-Range Property Management Plan

Recommendation

That the Oversight Board take the following action:

1. **ADOPT RESOLUTION NO. 2016-03-024 OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY APPROVING AN AMENDMENT TO THE LONG RANGE PROPERTY MANAGEMENT PLAN PREPARED PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 34191.5 AND SENATE BILL 107**

Background

As established by Assembly Bill ("AB") 1484 (Chapter 26, Statutes of 2012), Health and Safety Code ("HSC") Section 34191.5 requires that successor agencies prepare and submit a Long-Range Property Management Plan ("LRPMP") to their oversight board and the California Department of Finance ("DOF"). The LRPMP is an inventory of all property assets of the former redevelopment agency.

The Oversight Board of the Successor Agency to the Irwindale Community Redevelopment Agency ("Successor Agency") ("Oversight Board") adopted an LRPMP at its meeting on December 19, 2013. The Successor Agency submitted the LRPMP to the DOF on December 20, 2013, and subsequently submitted a revised LRPMP on June 3, 2014. The DOF issued a determination letter approving the revised LRPMP on August 8, 2014. Redevelopment dissolution law bars Successor Agencies from amending the LRPMP after it is submitted. However, recently enacted legislation known as Senate Bill 107 ("SB 107") allows for LRPMPs to be amended once only for the purpose of transferring parking lot properties owned by a successor agency to the city for government use. As such, the Successor Agency staff requests that the Oversight Board consider the transfer of Property No. 2 – the Irwindale Plaza Parking Lot – to the City of Irwindale ("City") as permitted by SB 107.

Context

LRPMP Property No. 2 is a 1.12-acre parking lot consisting of three parcels (8417-029-914, 8417-029-916, and 8417-029-927) located on the southeast corner of Irwindale Avenue and Arrow Highway. Residents and local workers utilize this lot to patronize various businesses in the plaza, such as Jack in the Box, Subway, and Ayutla Market. The property is subject to a 50-year non-exclusive parking easement which expires on May 15, 2042.

The LRPMP designates the disposition of the property as for sale, stating that the Successor Agency “will sell as parking lot to preserve existing use and support dependent businesses.” However, on September 22, 2015, Governor Brown signed SB 107, providing successor agencies the authority to A) transfer parking facilities from the Successor Agency to the City for governmental purposes and B) amend their LRPMP accordingly.

Existing dissolution law requires the Oversight Board to direct the Successor Agency to dispose of all assets and properties of the former redevelopment agency, except assets that were constructed and used for a governmental purpose, such as roads, school buildings, parks, police and fire stations, libraries, and local agency administrative buildings. For these government use properties, the Oversight Board is authorized to direct the Successor Agency to transfer ownership of those assets to the appropriate public jurisdiction.

SB 107 amends Section 34181 of the HSC by expanding that authorization to include parking facilities and lots dedicated solely to public parking. The bill also states that such parking facilities may not generate revenues in excess of reasonable maintenance costs of the properties. SB 107 authorizes the Successor Agency to amend its long-range property management plan once, solely to allow for retention of real properties that constitute public parking lots, as provided. Any such amendment shall be submitted to the DOF prior to July 1, 2016 (Section 34191.3 HSC).

Pursuant to SB 107, the Oversight Board is asked to consider authorizing the transfer of all interest and rights in Property No. 2 from the Successor Agency to the City of Irwindale. Property No. 2 does not generate revenue and qualifies as a parking facility dedicated to public parking. Once Property No. 2 is successfully transferred, the City will retain the parking lot for governmental purposes and continue to provide public parking to the customers of Irwindale Plaza.

Fiscal Impact

The transfer of Property No. 2 will have no significant fiscal impact to the City of Irwindale or the affected taxing agencies.

Conclusion

The LRPMP amendment to change the Permissible Use of Property No. 2 from “Sale of Property” to “Governmental Use” is necessary to transfer the property from the Successor Agency to the City and dispose the property as required by redevelopment dissolution law. Local businesses and customers will continue to benefit from the lot as it remains its function as a public parking facility. Therefore, Staff recommends that the Oversight Board approve the LRPMP amendment. The transfer of Property No. 2 is subject to approval by the Successor Agency.

ATTACHMENT: Approving Resolution No. 2016-03-024 with Amended LRPMP Inventory

PREPARED BY:

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OVERSIGHT BOARD RESOLUTION NO. 2016-03-024

A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY APPROVING AN AMENDMENT TO THE LONG-RANGE PROPERTY MANAGEMENT PLAN PREPARED PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 34191.5 AND SENATE BILL 107

WHEREAS, pursuant to Assembly Bill 26 of the First Extraordinary Session of the 2011-2012 Legislative Session (“ABX1 26”) (Chapter 5, Statutes of 2011), the Irwindale Community Redevelopment Agency was effectively dissolved as of February 1, 2012; and

WHEREAS, pursuant to ABX1 26, the City Council of the City of Irwindale adopted Resolution No. 2012-08-2547 on January 11, 2012, affirmatively electing to serve as the “Successor Agency” to the Irwindale Community Redevelopment Agency; and

WHEREAS, in accordance with California Health and Safety Code Sections 34179 et seq., appointments to the Oversight Board of the Successor Agency to the Irwindale Community Redevelopment Agency (“Oversight Board”) were duly made by the appropriate agencies prior to May 1, 2012; and

WHEREAS, pursuant to Health and Safety Code Section 34191.5, the Successor Agency is required to submit a Long-Range Property Management Plan (“LRPMP”) to the Oversight Board and the California Department of Finance (“DOF”) within six months of receiving a Finding of Completion; and

WHEREAS, on August 8, 2014, the DOF issued a determination letter to the Oversight Board approving the LRPMP of the Successor Agency; and

WHEREAS, Senate Bill 107 (“SB 107”), signed by Governor Brown on September 22, 2015, amends Section 34181 of the Health and Safety Code to allow successor agencies to amend their LRPMP to transfer parking facilities and lots dedicated solely to public parking to the City for governmental use, as long as the parking facility does not generate revenue in excess of reasonable maintenance costs; and

WHEREAS, Property No. 2 in the current LRPMP is a public parking lot that does not generate revenue, and the LRPMP specifies that the Successor Agency will sell the property; and

WHEREAS, Successor Agency staff wishes to amend the LRPMP by changing the permissible use of Property No. 2 in the LRPMP to “Governmental Use”; and

WHEREAS, an LRPMP amendment is required to change the disposition listed in the LRPMP; and

WHEREAS, existing dissolution law requires the Oversight Board to direct the Successor Agency to dispose of all assets and properties of the former redevelopment agency, except assets that were constructed and used for a governmental purpose, such as roads, school buildings, parks, police and fire stations, libraries, and local agency administrative buildings; and

WHEREAS, pursuant to SB 107 and Section 34191.3 of the Health and Safety Code, any such amendment shall be submitted to the DOF prior to July 1, 2016.

NOW, THEREFORE, THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and incorporated herein by reference.

Section 2. Approval of Amendment to LRPMP. The Oversight Board hereby approves this amendment to the Long-Range Property Management Plan, attached hereto as Exhibit A, subject to the approval of the Successor Agency.

Section 3. Transmittal to DOF. The Executive Director is hereby authorized to transmit and submit the amended LRPMP to the DOF for review and approval, subject to the approval of the Successor Agency.

PASSED AND ADOPTED at a special meeting of the Oversight Board of the Successor Agency to the Irwindale Community Redevelopment Agency, on the 9th day of June, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Bill Scroggins, Chairman

ATTEST:

Laura Nieto, Secretary

EXHIBIT A

LONG-RANGE PROPERTY MANAGEMENT PLAN

AMENDED 06/01/2016

Successor Agency: Irwindale
County: Los Angeles

LONG RANGE PROPERTY MANAGEMENT PLAN: PROPERTY INVENTORY DATA

REVISED 5/3/2016

				HSC 34191.5 (c)(2)	HSC 34191.5 (c)(1)(A)				SALE OF PROPERTY			
Site No.	Common Name	Property Type	Permissible Use	Permissible Use Detail	Acquisition Date	Value at Time of Purchase	Estimated Current Value	Value Basis	Date of Estimated Current Value	Proposed Sale Value	Proposed Sale Date	Proposed Use of Sale Proceeds
Sell - Prospective Purchaser Identified												
1	17-Acre Site	Other	Sale of Property	The City holds a Memorandum of Understanding with Athens Services that serves as an Exclusive Negotiation Agreement to create a Disposition and Development Agreement	07/09/90	5,289,643	10,210,000	Appraised	3/20/12	To be determined at time of sale	To be determined after PMP approval	Use for payments toward future approved enforceable obligations
Sell - Market-Ready Properties												
2	Irwindale Plaza Parking NOW UNDER 'RETAIN FOR GOVERNMENT USE' AS PMP #26	Parking Lot/Structure	Sale of Property	Will sell as parking lot to preserve existing use and support dependent businesses	08/07/85	52,020	27,912	Market	10/31/13	To be determined at time of sale	To be determined after PMP approval	Use for payments toward future approved enforceable obligations
	Irwindale Plaza Parking NOW UNDER 'RETAIN FOR GOVERNMENT USE' AS PMP #26	Parking Lot/Structure	Sale of Property	Will sell as parking lot to preserve existing use and support dependent businesses	06/26/74	181,255	89,804	Market	10/31/13	To be determined at time of sale	To be determined after PMP approval	Use for payments toward future approved enforceable obligations
	Irwindale Plaza Parking NOW UNDER 'RETAIN FOR GOVERNMENT USE' AS PMP #26	Parking Lot/Structure	Sale of Property	Will sell as parking lot to preserve existing use and support dependent businesses	06/30/04	285,383	18,204	Market	10/31/13	To be determined at time of sale	To be determined after PMP approval	Use for payments toward future approved enforceable obligations
3	Shannon Casket Property	Vacant Lot/Land	Sale of Property	Sell for light industrial or commercial use	05/05/06	2,309,634	1,873,516	Market	10/31/13	To be determined at time of sale	To be determined after PMP approval	Use for payments toward future approved enforceable obligations
4	Gore Point	Other	Sale of Property	Sell for commercial use	03/02/90	775,000	1,120,514	Market	10/31/13	To be determined at time of sale	To be determined after PMP approval	Use for payments toward future approved enforceable obligations
5	Jeffries Tire Property	Other	Sale of Property	Sell with current use	04/24/97	780,000	644,252	Market	10/31/13	To be determined at time of sale	To be determined after PMP approval	Use for payments toward future approved enforceable obligations
6	CalMat Property	Other	Sale of Property	Sell with adjacent AMVETS property	01/09/08	6,170,634	2,408,283	Market	10/31/13	To be determined at time of sale	To be determined after PMP approval	Use for payments toward future approved enforceable obligations

Successor Agency: Irwindale
County: Los Angeles

LONG RANGE PROPERTY MANAGEMENT PLAN: PROPERTY INVENTORY DATA

				HSC 34191.5 (c)(1)(B)		HSC 34191.5 (c)(1)(C)			SC 34191.5 (c)(1)(D)	HSC 34191.5 (c)(1)(E)
Site No.	Common Name	Property Type	Permissible Use	Purpose for which property was acquired	Address	APN #	Lot Size (Acres)	Current Zoning	Estimate of Current Parcel Value	Estimate of Income/ Revenue
Sell - Prospective Purchaser Identified										
1	17-Acre Site	Other	Sale of Property	Originally purchased to pursue an Auto After Market project plus other retail. Strategy later changed to develop and Materials Recovery Facility and Transfer Station.	2200 Arrow Highway	8535-001-911	17.26	M2	10,210,000	-
Sell - Market-Ready Properties										
2	Irwindale Plaza Parking NOW UNDER 'RETAIN FOR GOVERNMENT USE' AS PMP #26	Parking Lot/Structure	Sale of Property	Parking lot for adjacent shopping center	Irwindale Ave/Arrow Hwy	8417-029-914	0.23	C3	27,912	-
	Irwindale Plaza Parking NOW UNDER 'RETAIN FOR GOVERNMENT USE' AS PMP #26	Parking Lot/Structure	Sale of Property	Parking lot for adjacent shopping center	Irwindale Ave/Arrow Hwy	8417-029-916	0.74	C3	89,804	-
	Irwindale Plaza Parking NOW UNDER 'RETAIN FOR GOVERNMENT USE' AS PMP #26	Parking Lot/Structure	Sale of Property	Parking lot for adjacent shopping center	5150 Irwindale Ave	8417-029-927	0.15	C3	18,204	-
3	Shannon Casket Property	Vacant Lot/Land	Sale of Property	Economic development and blight remediation	15768 Arrow Hwy	8417-035-902	2.53	C2	1,873,516	-
4	Gore Point	Other	Sale of Property	Economic development and blight remediation	1200 Arrow Hwy	8532-001-900	1.85	Q	1,120,514	-
5	Jeffries Tire Property	Other	Sale of Property	Economic development and blight remediation	16331 Arrow Hwy	8619-012-908	0.87	M2	644,252	-
6	CalMat Property	Other	Sale of Property	Economic development and blight remediation	4224 Alderson Ave	8437-019-900	4.37	M1	2,408,283	-

Successor Agency: Irwindale
County: Los Angeles

LONG RANGE PROPERTY MANAGEMENT PLAN: PROPERTY INVENTORY DATA

					HSC 34191.5 (c)(1)(F)	HSC 34191.5 (c)(1)(G)	
Site No.	Common Name	Property Type	Permissible Use	Contractual requirements for use of income/revenue	History of environmental contamination, studies, and/or remediation, and designation as a brownfield site	Description of property's potential for transit oriented development	Advancement of planning objectives of the successor agency
Sell - Prospective Purchaser Identified							
1	17-Acre Site	Other	Sale of Property	n/a	No known contamination. Subject to due diligence if disposed.	No potential	Community Development Element Policy 1. Through continued comprehensive land use planning, strive to preserve the overall mix of land uses and development in the community.
Sell - Market-Ready Properties							
2	Irwindale Plaza Parking <u>NOW UNDER 'RETAIN FOR GOVERNMENT USE' AS PMP #26</u>	Parking Lot/Structure	Sale of Property	n/a	No known contamination. Subject to due diligence if disposed.	No potential	Community Development Element Policy 1. Through continued comprehensive land use planning, strive to preserve the overall mix of land uses and development in the community.
	Irwindale Plaza Parking <u>NOW UNDER 'RETAIN FOR GOVERNMENT USE' AS PMP #26</u>	Parking Lot/Structure	Sale of Property	n/a	No known contamination. Subject to due diligence if disposed.	No potential	
	Irwindale Plaza Parking <u>NOW UNDER 'RETAIN FOR GOVERNMENT USE' AS PMP #26</u>	Parking Lot/Structure	Sale of Property	n/a	No known contamination. Subject to due diligence if disposed.	No potential	
3	Shannon Casket Property	Vacant Lot/Land	Sale of Property	n/a	Prior lead contamination in soil. ICRA assessed and remediated contamination.	No potential	Community Development Element Policy 10. Promote development that will benefit the community as a whole in terms of both jobs and revenue generation.
4	Gore Point	Other	Sale of Property	n/a	No known contamination. Subject to due diligence if disposed.	No potential	Community Development Element Policy 10. Promote development that will benefit the community as a whole in terms of both jobs and revenue generation.
5	Jeffries Tire Property	Other	Sale of Property	n/a	No known contamination. Subject to due diligence if disposed.	No potential	Community Development Element Policy 10. Promote development that will benefit the community as a whole in terms of both jobs and revenue generation.
6	CalMat Property	Other	Sale of Property	n/a	No known contamination. Subject to due diligence if disposed.	No potential	Community Development Element Policy 10. Promote development that will benefit the community as a whole in terms of both jobs and revenue generation.

Successor Agency: Irwindale
County: Los Angeles

LONG RANGE PROPERTY MANAGEMENT PLAN: PROPERTY INVENTORY DATA

HSC 34191.5 (c)(1)H					
Site No.	Common Name	Property Type	Permissible Use	History of previous development proposals and activity	Attached Exhibits
Sell - Prospective Purchaser Identified					
1	17-Acre Site	Other	Sale of Property	This site has an active Memorandum of Understanding with Athens Site Services to develop the site as a Materials Recovery Facility/Transfer Station. Appraisal completed in 2012. No significant change in property value assumed since then.	Memorandum of Understanding w/ Athens Site Services
Sell - Market-Ready Properties					
2	Irwindale Plaza Parking <u>NOW UNDER 'RETAIN FOR GOVERNMENT USE' AS PMP #26</u>	Parking Lot/Structure	Sale of Property	This site contains three parcels that serve as a parking lot for the Irwindale Plaza shopping center. It has a 50-year non-exclusive parking easement through May 15, 2042. The parcels and interest in the easement will be sold to preserve their existing use and support dependent businesses. The Agency has had conversations with the shopping center owner in the past about potentially selling the site to them. The sales price may be negotiated if the shopping center owner agrees to make facade improvements. This would ultimately increase property values and be beneficial to taxing entities as well as the general public.	Documentation of 50-year parking easement
	Irwindale Plaza Parking <u>NOW UNDER 'RETAIN FOR GOVERNMENT USE' AS PMP #26</u>	Parking Lot/Structure	Sale of Property		
	Irwindale Plaza Parking <u>NOW UNDER 'RETAIN FOR GOVERNMENT USE' AS PMP #26</u>	Parking Lot/Structure	Sale of Property		
3	Shannon Casket Property	Vacant Lot/Land	Sale of Property	Prior Exclusive Negotiating Agreements for development proposals in the past. Informal negotiations with preferred developers have continued to date.	
4	Gore Point	Other	Sale of Property	Small triangular parcel next to a former mining pit. Prior property assemblage/ redevelopment proposals with adjacent properties.	
5	Jeffries Tire Property	Other	Sale of Property	This site was purchased for property assemblage/ redevelopment. There have been no recent proposals for development. The parcel is very long and skinny; its irregular shape and size makes it difficult to develop.	
6	CalMat Property	Other	Sale of Property	No previous activity. Would like to sell with adjacent AMVETS Facility site to improve marketability and value.	

LONG RANGE PROPERTY MANAGEMENT PLAN: PROPERTY INVENTORY DATA

REVISED 5/3/2016

		HSC 34191.5 (c)(2)			HSC 34191.5 (c)(1)(A)				SALE OF PROPERTY			
Site No.	Common Name	Property Type	Permissible Use	Permissible Use Detail	Acquisition Date	Value at Time of Purchase	Estimated Current Value	Value Basis	Date of Estimated Current Value	Proposed Sale Value	Proposed Sale Date	Proposed Use of Sale Proceeds
Sell - Market-Ready Properties with Active Leases												
6	AMVETS Facility	Other	Sale of Property	Sell, property has lease with AMVETS facility that is not being paid after temporary closure of facility in October 2013	05/17/85	994,200	3,003,465	Market	10/31/13	To be determined at time of sale	To be determined after PMP approval	Use for payments toward future approved enforceable obligations
7	Azusa Canyon Property	Other	Sale of Property	Sell, property has active lease with two tenants	08/05/85	375,200	1,012,301	Market	10/31/13	To be determined at time of sale	To be determined after PMP approval	Use for payments toward future approved enforceable obligations
8	5257 Vincent Property	Other	Sale of Property	Sell, property has active lease with one tenant	07/28/09	3,016,544	4,310,179	Market	10/31/13	To be determined at time of sale	To be determined after PMP approval	Use for payments toward future approved enforceable obligations
9	4600 Rivergrade Lease Interests	Signage	Sale of Property	Sell interest in one billboard lease and two cell tower leases located on 4600 Rivergrade. Agency has an easement and does not own underlying property.	Regency/Clear Channel: 4/1/03. Sprint/Nextel: 1/20/98. T-Mobile: 5/8/96	-	622,142	Market	2013	To be determined at time of sale	To be determined after PMP approval	Use for payments toward future approved enforceable obligations
10	ARCO Sign Lease Interest	Signage	Sale of Property	Sell interest in one sign lease located at 1600 E. Foothill Blvd. Agency has an easement and does not own underlying property.	04/01/94	-	39,500	Market	2013	To be determined at time of sale	To be determined after PMP approval	Use for payments toward future approved enforceable obligations
Sell to Private Parties - Unmarketable Properties												
11	242 Live Oak Property	Other	Sale of Property	Will attempt to sell. Site is a former mining pit that is limited to surface uses due to geotechnical constraints. Active lease with United Site Services.	07/19/05	3,278,353	1,728,415	Market	10/31/13	To be determined at time of sale	To be determined after PMP approval	Use for payments toward future approved enforceable obligations
12	Powers Lumber Property	Vacant Lot/Land	Sale of Property	Will attempt to sell but will be difficult due to irregular shape and size.	06/01/88	180,375	378,162	Market	10/31/13	To be determined at time of sale	To be determined after PMP approval	Use for payments toward future approved enforceable obligations
13	Buena Vista Remnant Parcel	Vacant Lot/Land	Sale of Property	Will attempt to sell but will be difficult due to irregular shape and size.	10/28/91	185,296	289,131	Market	10/31/13	To be determined at time of sale	To be determined after PMP approval	Use for payments toward future approved enforceable obligations

LONG RANGE PROPERTY MANAGEMENT PLAN: PROPERTY INVENTORY DAT/

				HSC 34191.5 (c)(1)(B)		HSC 34191.5 (c)(1)(C)			SC 34191.5 (c)(1)(D)	HSC 34191.5 (c)(1)(E)
Site No.	Common Name	Property Type	Permissible Use	Purpose for which property was acquired	Address	APN #	Lot Size (Acres)	Current Zoning	Estimate of Current Parcel Value	Estimate of Income/ Revenue
Sell - Market-Ready Properties with Active Leases										
6	AMVETS Facility	Other	Sale of Property	Economic development and blight remediation	14910 Los Angeles St.	8437-020-900	5.45	M1	3,003,465	AMVETS: \$1,250/mo through 1/31/2015; could end at any time due to State closure of AMVETS facility
7	Azusa Canyon Property	Other	Sale of Property	Economic development and blight remediation	4954 Azusa Canyon Rd	8417-026-900	0.52	M1	1,012,301	Arrow Engineering: \$2,200/ mo through 10/4/14. Sam's Auto: \$1,000/mo through 1/1/19.
8	5257 Vincent Property	Other	Sale of Property	Economic development and blight remediation	5257 Vincent Ave	8619-012-911	2.84	M2	4,310,179	American Medical Response: \$10,745/mo through 2/28/14, then 3% increase per year with two 1 year extension options (through 2/28/16)
9	4600 Rivergrade Lease Interests	Signage	Sale of Property	Lease interest (do not own underlying property)	4600 Rivergrade Rd	8535-020-008	0	A1	-	Regency/Clear Channel: \$3,600/mo on a month-to-month lease term. Could stop payments at any time, however rent will increase to \$3,900/mo on 4/1/2015 if still in place. Sprint/Nextel: \$908/mo through March 2014, then 3% increase per year through 1/19/23. T-Mobile: \$680/mo through 12/31/13, then increase by CPI each January through 7/18/26.
10	ARCO Sign Lease Interest	Signage	Sale of Property	Lease interest (do not own underlying property)	16000 E. Foothill Blvd	8616-022-025	0	M2	-	Last payment of \$3,950/yr paid in July 2013 to cover lease through 6/30/2014. Lease ends at that time, however tenant has sole option to extend lease for two 10-year terms. Lease payment would increase by \$2,000/yr plus additional CPI adjustments applied in 2014, 2019, 2024 and 2029.
Sell to Private Parties - Unmarketable Properties										
11	242 Live Oak Property	Other	Sale of Property	Land assembly / blight remediation	242 Live Oak Ave	8532-004-900	3.36	M2	1,728,415	United Site Services: Final lease payment of \$3,631.14 in December 2013 ; contract technically ended 6/20/12 . SBA Billboard: \$1,469 per month through 5/30/13, then 3% increase each June through 9/27/15
12	Powers Lumber Property	Vacant Lot/Land	Sale of Property	Land assembly / blight remediation	NW Corner of Azusa Canyon Rd/Los Angeles St.	8415-001-907	0.84	A1	378,162	-
13	Buena Vista Remnant Parcel	Vacant Lot/Land	Sale of Property	Land assembly / blight remediation	2511 Buena Vista Ave (NWC Buena Vista/Tifal Ave)	8533-001-916	0.52	M2	289,131	-

LONG RANGE PROPERTY MANAGEMENT PLAN: PROPERTY INVENTORY DATA

					HSC 34191.5 (c)(1)(F)	HSC 34191.5 (c)(1)(G)	
Site No.	Common Name	Property Type	Permissible Use	Contractual requirements for use of income/revenue	History of environmental contamination, studies, and/or remediation, and designation as a brownfield site	Description of property's potential for transit oriented development	Advancement of planning objectives of the successor agency
Sell - Market-Ready Properties with Active Leases							
6	AMVETS Facility	Other	Sale of Property	n/a	No known contamination. Subject to due diligence if disposed.	No potential	Community Development Element Policy 10. Promote development that will benefit the community as a whole in terms of both jobs and revenue generation.
7	Azusa Canyon Property	Other	Sale of Property	n/a	No known contamination. Subject to due diligence if disposed.	No potential	Community Development Element Policy 10. Promote development that will benefit the community as a whole in terms of both jobs and revenue generation.
8	5257 Vincent Property	Other	Sale of Property	n/a	No known contamination. Subject to due diligence if disposed.	No potential	Community Development Element Policy 10. Promote development that will benefit the community as a whole in terms of both jobs and revenue generation.
9	4600 Rivergrade Lease Interests	Signage	Sale of Property	n/a	n/a	No potential	Community Development Element Policy 16. The City of Irwindale will continue to work towards the development of streetscape, sign standards, and a Public Art Program.
10	ARCO Sign Lease Interest	Signage	Sale of Property	n/a	n/a	No potential	Community Development Element Policy 16. The City of Irwindale will continue to work towards the development of streetscape, sign standards, and a Public Art Program.
Sell to Private Parties - Unmarketable Properties							
11	242 Live Oak Property	Other	Sale of Property	n/a	No known contamination. Subject to due diligence if disposed. Site has geotechnical constraints and may be limited to surface uses, limiting the economic viability of the property for sale/redevelopment.	No potential	Community Development Element Policy 10. Promote development that will benefit the community as a whole in terms of both jobs and revenue generation.
12	Powers Lumber Property	Vacant Lot/Land	Sale of Property	n/a	No known contamination. Subject to due diligence if disposed.	No potential	Community Development Element Policy 10. Promote development that will benefit the community as a whole in terms of both jobs and revenue generation.
13	Buena Vista Remnant Parcel	Vacant Lot/Land	Sale of Property	n/a	No known contamination. Subject to due diligence if disposed.	No potential	Community Development Element Policy 10. Promote development that will benefit the community as a whole in terms of both jobs and revenue generation.

LONG RANGE PROPERTY MANAGEMENT PLAN: PROPERTY INVENTORY DATA

					HSC 34191.5 (c)(1)H
Site No.	Common Name	Property Type	Permissible Use	History of previous development proposals and activity	Attached Exhibits
Sell - Market-Ready Properties with Active Leases					
6	AMVETS Facility	Other	Sale of Property	Currently have an active lease with AMVETS to operate a military veterans service center, however the State temporarily shut down the center as of October 15, 2013 and is no longer paying the lease.	AMVETS lease, article about State shutdown of AMVETS facility
7	Azusa Canyon Property	Other	Sale of Property	This small industrial building contains two tenants (Arrow Engineering and Sam's Foreign Auto & Domestic Repair) that have active leases with the former RDA.	Arrow Engineering and Sam's Auto leases
8	5257 Vincent Property	Other	Sale of Property	Currently leased to a American Medical Response, a private emergency response company	American Medical Response lease
9	4600 Rivergrade Lease Interests	Signage	Sale of Property	No previous activity	Leases with Regency Outdoor Advertising, Inc. & Clear Channel Outdoor, Inc., Sprint/Nextel & T-Mobile
10	ARCO Sign Lease Interest	Signage	Sale of Property	No previous activity	Lease with Guruaan La., Inc. (for ARCO Sign)
Sell to Private Parties - Unmarketable Properties					
11	242 Live Oak Property	Other	Sale of Property	This site is a former landfill with unengineered fill that is only suitable for surface uses. Currently leased to United Site Services to store and rent port-o-potties. Billboard on site is leased to SBA.	United Site Services and SBA leases
12	Powers Lumber Property	Vacant Lot/Land	Sale of Property	No previous activity. This site is undesirable for development due to its irregular shape and size, however the Agency will attempt to sell the property.	
13	Buena Vista Remnant Parcel	Vacant Lot/Land	Sale of Property	The former RDA has had discussions with developers about improving this site in the past. It was ultimately determined that development is not economically feasible due to the parcel's irregular shape and size. However, the Agency will attempt to sell this property.	

LONG RANGE PROPERTY MANAGEMENT PLAN: PROPERTY INVENTORY DATA

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				HSC 34191.5 (c)(2)	HSC 34191.5 (c)(1)(A)				SALE OF PROPERTY			
Site No.	Common Name	Property Type	Permissible Use	Permissible Use Detail	Acquisition Date	Value at Time of Purchase	Estimated Current Value	Value Basis	Date of Estimated Current Value	Proposed Sale Value	Proposed Sale Date	Proposed Use of Sale Proceeds
Sell to City - Unmarketable Properties												
14	Manning Pit	Other	Sale of Property	The Agency has a license agreement with a fill operator to fill the pit (approved enforceable obligation. Need to sell site to City to continue fill operations. Site cannot be developed otherwise.	06/30/05	5,594	1,815	Appraised	5/13/2013	To be determined at time of sale	To be determined after PMP approval	Use for payments toward future approved enforceable obligations
	Manning Pit	Other	Sale of Property	The Agency has a license agreement with a fill operator to fill the pit (approved enforceable obligation. Need to sell site to City to continue fill operations. Site cannot be developed otherwise.	06/30/05	1,516,406	492,041	Appraised	5/13/2013	To be determined at time of sale	To be determined after PMP approval	Use for payments toward future approved enforceable obligations
	Manning Pit	Other	Sale of Property	The Agency has a license agreement with a fill operator to fill the pit (approved enforceable obligation. Need to sell site to City to continue fill operations. Site cannot be developed otherwise.	04/17/07	769,634	6,144	Appraised	5/13/2013	To be determined at time of sale	To be determined after PMP approval	Use for payments toward future approved enforceable obligations
Sell to Housing Authority												
15	Silva Property	Vacant Lot/Land	Sale of Property	Sell property to Housing Authority	07/25/90	92,724	153,052	Market	10/31/13	To be determined at time of sale	To be determined after PMP approval	Use for payments toward future approved enforceable obligations
16	2449 Alice Rodriguez Circle	Residential	Sale of Property	Sell property to Housing Authority	05/01/07	403,602	133,921	Market	10/31/13	To be determined at time of sale	To be determined after PMP approval	Use for payments toward future approved enforceable obligations
17	Mountain Property	Vacant Lot/Land	Sale of Property	Sell property to Housing Authority	04/30/87	201,700	326,534	Market	10/31/13	To be determined at time of sale	To be determined after PMP approval	Use for payments toward future approved enforceable obligations
18	Morada St Property	Vacant Lot/Land	Sale of Property	Sell property to Housing Authority	2005/2006	330,000	7,738	Market	10/31/13	To be determined at time of sale	To be determined after PMP approval	Use for payments toward future approved enforceable obligations

LONG RANGE PROPERTY MANAGEMENT PLAN: PROPERTY INVENTORY DATA

				HSC 34191.5 (c)(1)(B)		HSC 34191.5 (c)(1)(C)			SC 34191.5 (c)(1)(D)	HSC 34191.5 (c)(1)(E)
Site No.	Common Name	Property Type	Permissible Use	Purpose for which property was acquired	Address	APN #	Lot Size (Acres)	Current Zoning	Estimate of Current Parcel Value	Estimate of Income/ Revenue
Sell to City - Unmarketable Properties										
14	Manning Pit	Other	Sale of Property	Environmental / blight remediation and economic development	SWC Vincent Ave/Arrow Hwy	8417-034-904	0.13	M2	1,815	-
	Manning Pit	Other	Sale of Property	Environmental / blight remediation and economic development	SWC Vincent Ave/Arrow Hwy	8417-034-910	35.24	M2	492,041	-
	Manning Pit	Other	Sale of Property	Environmental / blight remediation and economic development	SWC Vincent Ave/Arrow Hwy	8417-034-911	0.44	M2	6,144	-
Sell to Housing Authority										
15	Silva Property	Vacant Lot/Land	Sale of Property	Affordable housing	5130 Irwindale Ave	8417-029-917	0.16	C3	153,052	-
16	2449 Alice Rodriguez Circle	Residential	Sale of Property	Affordable housing	2449 Alice Rodriguez Circle	8533-016-931	0.14	R1	133,921	-
17	Mountain Property	Vacant Lot/Land	Sale of Property	Affordable housing	2424 Mountain Ave	8534-001-901	0.37	C1	326,534	-
18	Morada St Property	Vacant Lot/Land	Sale of Property	Affordable housing	5223 Morada St	8619-012-907	0.23	R1	7,738	-

LONG RANGE PROPERTY MANAGEMENT PLAN: PROPERTY INVENTORY DATA

					HSC 34191.5 (c)(1)(F)	HSC 34191.5 (c)(1)(G)	
Site No.	Common Name	Property Type	Permissible Use	Contractual requirements for use of income/revenue	History of environmental contamination, studies, and/or remediation, and designation as a brownfield site	Description of property's potential for transit oriented development	Advancement of planning objectives of the successor agency
Sell to City - Unmarketable Properties							
14	Manning Pit	Other	Sale of Property	n/a	Environmental consultants for the fill operator have identified the potential for contamination in stockpile materials that could potentially require \$11+ million of remediation.	No potential	Community Development Element Policy 2. Continue to plan for the transition of the quarries located within the City to other land uses.
	Manning Pit	Other	Sale of Property	n/a	Environmental consultants for the fill operator have identified the potential for contamination in stockpile materials that could potentially require \$11+ million of remediation.	No potential	
	Manning Pit	Other	Sale of Property	n/a	Environmental consultants for the fill operator have identified the potential for contamination in stockpile materials that could potentially require \$11+ million of remediation.	No potential	
Sell to Housing Authority							
15	Silva Property	Vacant Lot/Land	Sale of Property	n/a	No known contamination. Subject to due diligence if disposed.	No potential	Housing Element Policy 5. Encourage the development of additional Extremely Low-, Very Low-, Low-, and Moderate-Income housing.
16	2449 Alice Rodriguez Circle	Residential	Sale of Property	n/a	No known contamination. Subject to due diligence if disposed.	No potential	Housing Element Policy 5. Encourage the development of additional Extremely Low-, Very Low-, Low-, and Moderate-Income housing.
17	Mountain Property	Vacant Lot/Land	Sale of Property	n/a	No known contamination. Subject to due diligence if disposed.	No potential	Housing Element Policy 5. Encourage the development of additional Extremely Low-, Very Low-, Low-, and Moderate-Income housing.
18	Morada St Property	Vacant Lot/Land	Sale of Property	n/a	No known contamination. Subject to due diligence if disposed.	No potential	Housing Element Policy 5. Encourage the development of additional Extremely Low-, Very Low-, Low-, and Moderate-Income housing.

LONG RANGE PROPERTY MANAGEMENT PLAN: PROPERTY INVENTORY DATA

HSC 34191.5 (c)(1)H					
Site No.	Common Name	Property Type	Permissible Use	History of previous development proposals and activity	Attached Exhibits
Sell to City - Unmarketable Properties					
14	Manning Pit	Other	Sale of Property	This three-parcel site is a former mining pit. The Agency took over an active license agreement with a fill operator to fill the pit [NAME, DATES], which is an approved enforceable obligation on the Recognized Obligation Payment Schedules. There is a six-year timeframe to fill the site and make it ready for construction. The City needs to purchase this site in order to complete the filling project. It is not a marketable property in its current condition. More detailed information is provided with the exhibits.	License agreement with fill operator
	Manning Pit	Other	Sale of Property		
	Manning Pit	Other	Sale of Property		
Sell to Housing Authority					
15	Silva Property	Vacant Lot/Land	Sale of Property	No previous activity. The Housing Authority would like to purchase this parcel of vacant land in order to use it for a potential housing project.	
16	2449 Alice Rodriguez Circle	Residential	Sale of Property	No previous activity. The Housing Authority would like to purchase this parcel of vacant land in order to use it for a potential housing project.	
17	Mountain Property	Vacant Lot/Land	Sale of Property	No previous activity. The Housing Authority would like to purchase this parcel of vacant land in order to use it for a potential housing project.	
18	Morada St Property	Vacant Lot/Land	Sale of Property	No previous activity. The Housing Authority would like to purchase this parcel of vacant land in order to use it for a potential housing project.	

				HSC 34191.5 (c)(2)	HSC 34191.5 (c)(1)(A)				SALE OF PROPERTY			
Site No.	Common Name	Property Type	Permissible Use	Permissible Use Detail	Acquisition Date	Value at Time of Purchase	Estimated Current Value	Value Basis	Date of Estimated Current Value	Proposed Sale Value	Proposed Sale Date	Proposed Use of Sale Proceeds
Retain for Governmental Use - Property Improvements Required												
19	Holcomb Property	Other	Governmental Use	Transfer to city as governmental use as city storage facility and transfer station (overflow parking for city fleet and school buses).	01/09/08	1,567,369	-		2013	n/a	n/a	n/a
	Carpenter Property	Other	Governmental Use	Transfer to city as governmental use as city storage facility and transfer station.	01/09/08	1,171,997	-		2013	n/a	n/a	n/a
20	Former Denny's	Other	Governmental Use	Transfer to city as governmental use to make major facility improvements needed to accommodate storm control basin.	03/01/86	2,844,940	-		2013	n/a	n/a	Use billboard license revenues toward future approved enforceable obligations
	North Kincaid Pit (Irwindale)	Other	Governmental Use	Transfer to city as governmental use to make major facility improvements needed to accommodate storm control basin.	02/09/05	743,057	-		2013	n/a	n/a	Use billboard license revenues toward future approved enforceable obligations
	North Kincaid Pit (Azusa)	Other	Governmental Use	Transfer to city as governmental use to make major facility improvements needed to accommodate storm control basin.	02/09/05	1,055,603	-		2013	n/a	n/a	Use billboard license revenues toward future approved enforceable obligations
Retain for Governmental Use												
21	El Nido Park	Park	Governmental Use	Transfer to city to retain as public park	10/27/78	8,066	-		2013	n/a	n/a	n/a
22	Little Park of Irwindale	Park	Governmental Use	Transfer to city to retain as public park	12/20/04	-	-		2013	n/a	n/a	n/a
23	Post Office	Public Building	Governmental Use	Transfer to city to retain as post office	02/25/77	8,500	-		2013	n/a	n/a	n/a
24	Martinez Property	Vacant Lot/Land	Governmental Use	Transfer to city to retain as right-of-way	12/13/91	-	-		2013	n/a	n/a	n/a
25	Optical Drive Property 1	Vacant Lot/Land	Governmental Use	Transfer to city to retain as right-of-way	12/15/77	-	-		2013	n/a	n/a	n/a

				HSC 34191.5 (c)(1)(B)		HSC 34191.5 (c)(1)(C)			SC 34191.5 (c)(1)(D)	HSC 34191.5 (c)(1)(E)
Site No.	Common Name	Property Type	Permissible Use	Purpose for which property was acquired	Address	APN #	Lot Size (Acres)	Current Zoning	Estimate of Current Parcel Value	Estimate of Income/ Revenue
Retain for Governmental Use - Property Improvements Required										
19	Holcomb Property	Other	Governmental Use	Government facility	14808 Los Angeles St	8437-019-901	1.11	M1	-	-
	Carpenter Property	Other	Governmental Use	Government facility	4342 Alderson Ave	8437-019-902	0.83	M1	0	-
20	Former Denny's	Other	Governmental Use	Environmental / blight remediation, public improvements, and economic development	6550 N Irwindale Ave	8616-022-905	1.69	M2	0	-
	North Kincaid Pit (Irwindale)	Other	Governmental Use	Environmental / blight remediation, public improvements, and economic development	NEC of Irwindale Ave & 210 Fwy	8616-022-906	6.11	M2	0	Billboard: Currently \$15,936 per month through 2/9/2025. Lessee must pay greater of \$75,000 or 38% of adjusted gross revenue per year.
	North Kincaid Pit (Azusa)	Other	Governmental Use	Environmental / blight remediation, public improvements, and economic development	NEC of Irwindale Ave & 210 Fwy	8616-001-270 (formerly -913)	8.68	M2	0	Billboard: Currently \$6,250 per month through 2/9/2025. Lessee must pay greater of \$75,000 or 38% of adjusted gross revenue per year.
Retain for Governmental Use										
21	El Nido Park	Park	Governmental Use	Public park	NE End of Nora St.	8417-002-921	0.49	A1	0	-
22	Little Park of Irwindale	Park	Governmental Use	Public park	SW Corner of Alice Rodriguez Circle	8533-016-905	0.40	R1	0	-
23	Post Office	Public Building	Governmental Use	Post office	16025 Calle Del Norte	8417-029-903	0.22	R1	0	-
24	Martinez Property	Vacant Lot/Land	Governmental Use	Public right-of-way	SE Corner of Olive St & Sabre Ln	8417-033-943	0.04	A1	0	-
25	Optical Drive Property 1	Vacant Lot/Land	Governmental Use	Public right-of-way	SW Corner of Optical Dr & Aerojet Ave	8615-021-900	0.51	M2	0	-

LONG RANGE PROPERTY MANAGEMENT PLAN: PROPERTY INVENTORY DATA

					HSC 34191.5 (c)(1)(F)	HSC 34191.5 (c)(1)(G)	
Site No.	Common Name	Property Type	Permissible Use	Contractual requirements for use of income/revenue	History of environmental contamination, studies, and/or remediation, and designation as a brownfield site	Description of property's potential for transit oriented development	Advancement of planning objectives of the successor agency
Retain for Governmental Use - Property Improvements Required							
19	Holcomb Property	Other	Governmental Use	n/a	No known contamination. Subject to due diligence if disposed.	No potential	Community Development Element Policy 1. Through continued comprehensive land use planning, strive to preserve the overall mix of land uses and development in the community.
	Carpenter Property	Other	Governmental Use	n/a	No known contamination. Subject to due diligence if disposed.	No potential	
20	Former Denny's	Other	Governmental Use	n/a	No known contamination. Subject to due diligence if disposed.	No potential	Resource Management Element Program: Stormwater Pollution Prevention.
	North Kincaid Pit (Irwindale)	Other	Governmental Use	n/a	No known contamination. Subject to due diligence if disposed.	No potential	
	North Kincaid Pit (Azusa)	Other	Governmental Use	n/a	No known contamination. Subject to due diligence if disposed.	No potential	
Retain for Governmental Use							
21	El Nido Park	Park	Governmental Use	n/a	No known contamination. Subject to due diligence if disposed.	No potential	Resource Management Element Policy 5. Maintain and improve the existing park facilities in the City for the benefit and enjoyment of future generations.
22	Little Park of Irwindale	Park	Governmental Use	n/a	No known contamination. Subject to due diligence if disposed.	No potential	Resource Management Element Policy 5. Maintain and improve the existing park facilities in the City for the benefit and enjoyment of future generations.
23	Post Office	Public Building	Governmental Use	n/a	No known contamination. Subject to due diligence if disposed.	No potential	Community Development Element Policy 1. Through continued comprehensive land use planning, strive to preserve the overall mix of land uses and development in the community.
24	Martinez Property	Vacant Lot/Land	Governmental Use	n/a	No known contamination. Subject to due diligence if disposed.	No potential	Infrastructure Element Policy 3. Continue to develop and enhance the existing streets and intersections in the City.
25	Optical Drive Property 1	Vacant Lot/Land	Governmental Use	n/a	No known contamination. Subject to due diligence if disposed.	No potential	Infrastructure Element Policy 3. Continue to develop and enhance the existing streets and intersections in

LONG RANGE PROPERTY MANAGEMENT PLAN: PROPERTY INVENTORY DATA

HSC 34191.5 (c)(1)H					
Site No.	Common Name	Property Type	Permissible Use	History of previous development proposals and activity	Attached Exhibits
Retain for Governmental Use - Property Improvements Required					
19	Holcomb Property	Other	Governmental Use	The Carpenter portion is currently used as a City storage facility and transfer station and the Holcomb portion consists of a paved lot used for overflow city fleet and school bus parking. The Holcomb portion was originally intended for police department use. The Agency will consider selling Site No. 17 with Site No. 6 if the buyer agrees to a land swap or other mechanism to replace the City storage facility and transfer station.	
	Carpenter Property	Other	Governmental Use		
20	Former Denny's	Other	Governmental Use	Currently serves as a major stormwater control basin and requires significant facility improvements. The site receives storm water runoff from the I-210 Freeway and adjacent commercial/industrial properties to the north. California case law obligates downstream property owners to accept and make provisions for waters that are the natural flow from land above. The high cost of improvements makes the site undesirable for purchase and development. Redevelopment revenues were previously committed to make necessary improvements, but are not available after dissolution. The former Denny's building is severely dilapidated and scheduled for demolition to address public health and safety issues. The Denny's property is the main access point to the North Kincaid Pit and is needed as a staging area. More detailed information is provided with the exhibits.	Billboard lease with Clear Channel Outdoor Inc., Storm drain improvement cost estimates, Title report for property
	North Kincaid Pit (Irwindale)	Other	Governmental Use		
	North Kincaid Pit (Azusa)	Other	Governmental Use		
Retain for Governmental Use					
21	El Nido Park	Park	Governmental Use	This site serves as a public park that contains a tot lot and picnic tables. The City will be retaining this site as a public park.	
22	Little Park of Irwindale	Park	Governmental Use	The City will be retaining this site at its existing use as a public park.	
23	Post Office	Public Building	Governmental Use	The City is a co-owner of this property and has an active lease with the United States Postal Service to operate a public post office on the site. The City will be retaining the site to continue its use as a public post office.	Grant deed showing City ownership
24	Martinez Property	Vacant Lot/Land	Governmental Use	This is a small irregularly shaped parcel that serves as public right-of-way.	
25	Optical Drive Property 1	Vacant Lot/Land	Governmental Use	This site consists of two irregularly shaped parcels	

LONG RANGE PROPERTY MANAGEMENT PLAN: PROPERTY INVENTORY DATA

REVISED 5/3/2016

Site No.	Common Name	Property Type	Permissible Use	Permissible Use Detail	HSC 34191.5 (c)(2)		HSC 34191.5 (c)(1)(A)			SALE OF PROPERTY		
					Acquisition Date	Value at Time of Purchase	Estimated Current Value	Value Basis	Date of Estimated Current Value	Proposed Sale Value	Proposed Sale Date	Proposed Use of Sale Proceeds
	Optical Dr Property 2	Vacant Lot/Land	Governmental Use	Transfer to city to retain as right-of-way	12/15/77	-	-		2013	n/a	n/a	n/a
26	Irwindale Plaza Parking	Parking Lot/Structure	Governmental Use	Will transfer parking lot to the City and designate property as government use, as allowed per SB107	08/07/85	52,020	27,912	Market	10/31/13	n/a	n/a	n/a
	Irwindale Plaza Parking	Parking Lot/Structure	Governmental Use	Will transfer parking lot to the City and designate property as government use, as allowed per SB107	06/26/74	181,255	89,804	Market	10/31/13	n/a	n/a	n/a
	Irwindale Plaza Parking	Parking Lot/Structure	Governmental Use	Will transfer parking lot to the City and designate property as government use, as allowed per SB107	06/30/04	285,383	18,204	Market	10/31/13	n/a	n/a	n/a

LONG RANGE PROPERTY MANAGEMENT PLAN: PROPERTY INVENTORY DATA

LONG RANGE PROPERTY MANAGEMENT PLAN: PROPERTY INVENTORY DATA										
				HSC 34191.5 (c)(1)(B)	HSC 34191.5 (c)(1)(C)				SC 34191.5 (c)(1)(D)	HSC 34191.5 (c)(1)(E)
Site No.	Common Name	Property Type	Permissible Use	Purpose for which property was acquired	Address	APN #	Lot Size (Acres)	Current Zoning	Estimate of Current Parcel Value	Estimate of Income/ Revenue
	Optical Dr Property 2	Vacant Lot/Land	Governmental Use	Public right-of-way	SW Corner of Optical Dr & Aerojet Ave	8615-021-901	0.73	M2	0	-
26	Irwindale Plaza Parking	Parking Lot/Structure	Governmental Use	Parking lot for adjacent shopping center	Irwindale Ave/Arrow Hwy	8417-029-914	0.23	C3	27,912	-
	Irwindale Plaza Parking	Parking Lot/Structure	Governmental Use	Parking lot for adjacent shopping center	Irwindale Ave/Arrow Hwy	8417-029-916	0.74	C3	89,804	-
	Irwindale Plaza Parking	Parking Lot/Structure	Governmental Use	Parking lot for adjacent shopping center	5150 Irwindale Ave	8417-029-927	0.15	C3	18,204	-

LONG RANGE PROPERTY MANAGEMENT PLAN: PROPERTY INVENTORY DATA

					HSC 34191.5 (c)(1)(F)		HSC 34191.5 (c)(1)(G)
Site No.	Common Name	Property Type	Permissible Use	Contractual requirements for use of income/revenue	History of environmental contamination, studies, and/or remediation, and designation as a brownfield site	Description of property's potential for transit oriented development	Advancement of planning objectives of the successor agency
	Optical Dr Property 2	Vacant Lot/Land	Governmental Use	n/a	No known contamination. Subject to due diligence if disposed.	No potential	and enhance the existing streets and intersections in the City.
26	Irwindale Plaza Parking	Parking Lot/Structure	Governmental Use	n/a	No known contamination. Subject to due diligence if disposed.	No potential	Community Development Element Policy 1. Through continued comprehensive land use planning, strive to preserve the overall mix of land uses and development in the community.
	Irwindale Plaza Parking	Parking Lot/Structure	Governmental Use	n/a	No known contamination. Subject to due diligence if disposed.	No potential	
	Irwindale Plaza Parking	Parking Lot/Structure	Governmental Use	n/a	No known contamination. Subject to due diligence if disposed.	No potential	

LONG RANGE PROPERTY MANAGEMENT PLAN: PROPERTY INVENTORY DATA

HSC 34191.5 (c)(1)H					
Site No.	Common Name	Property Type	Permissible Use	History of previous development proposals and activity	Attached Exhibits
	Optical Dr Property 2	Vacant Lot/Land	Governmental Use	near Optical Drive that serve as public right-of-way.	
26	Irwindale Plaza Parking	Parking Lot/Structure	Governmental Use	This site contains three parcels that serve as a parking lot for the Irwindale Plaza shopping center. It has a 50-year non-exclusive parking easement through May 15, 2042. The parcels and interest in the easement will be transferred to the City to preserve their existing use and support dependent businesses.	Documentation of 50-year parking easement
	Irwindale Plaza Parking	Parking Lot/Structure	Governmental Use		
	Irwindale Plaza Parking	Parking Lot/Structure	Governmental Use		



**OVERSIGHT BOARD
OF THE SUCCESSOR
AGENCY TO THE
IRWINDALE COMMUNITY
REDEVELOPMENT AGENCY**

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California Community
Colleges

TERESA VILLEGAS
Rep. of County Board of
Supervisors

DATE: June 9, 2016

TO: Oversight Board of the Successor Agency to the Irwindale Community Redevelopment Agency

FROM: John Davidson, Executive Director
Gustavo Romo, Community Development Director

SUBJECT: Consideration of OB Resolution No 2016-04-025 Approving the Disposition and Development Agreement (DDA) of Site No. 1 – 17-Acre Site – of the Successor Agency’s Long-Range Property Management Plan (LRPMP) located at 2200 Arrow Highway (APN 8535-001-911)

Recommendation

That the Oversight Board take the following action:

1. ADOPT RESOLUTION NO. 2016-04-025 APPROVING A DISPOSITION AND DEVELOPMENT AGREEMENT FOR SITE NO. 1 – 17-ACRE SITE – OF THE SUCCESSOR AGENCY’S LONG-RANGE PROPERTY MANAGEMENT PLAN LOCATED AT 2200 ARROW HIGHWAY (APN 8535-001-911)

Discussion

In an attempt to meet the State’s waste disposal mandates, established in 1989 through Assembly Bill (“AB”) 939 and amended since then, the City of Irwindale (“City”) has been considering the development of a Materials Recovery Facility/Transfer Station (“MRF/TS”) for many years. When a site that could meet the requirements for a MRF/TS was finally identified, City staff was directed to pursue the possibility of developing the site and to assess the opportunities and constraints that would come with the proposed site.

An MRF/TS is a regional facility where residential, commercial, and industrial solid waste and recyclable materials are delivered, sorted, and processed in one central location prior to being delivered to end-use distributors. The proposed MRF/TS site is approximately 17.22 acres (Assessor’s Parcel No. 8535-001-911) and is currently zoned M-2 Heavy Manufacturing and designated by the City’s General Plan for Commercial use.

Context

Pursuant to the dissolution of redevelopment agencies per AB ABX1 26 (Chapter 5, Statutes of 2011) and ABX1 27 (Chapter 6, Statutes of 2011), and subsequent legislation, AB 1484 (Chapter 26, Statutes of 2012) (altogether referred to as Dissolution Act), the City adopted Resolution No. 2012-08-2547 on January 11, 2012, electing to serve as the Successor Agency to the former Irwindale Community Redevelopment Agency ("Successor Agency") during the wind-down of the former Irwindale Community Redevelopment Agency's ("Redevelopment Agency") activities.

At the time of redevelopment dissolution, the Property was one of 25 properties owned by the Redevelopment Agency. The Successor Agency's Long-Range Property Management Plan ("LRPMP"), approved by the State Department of Finance ("DOF") on August 8, 2014, indicated that the Successor Agency intended to sell the Property. However, prior to ABX1 26, the former Redevelopment Agency had entered into a Memorandum of Understanding ("MOU") with Athens Services to sell the subject property for the purposes of developing a MRF/TS. Therefore, the property had already been designated for sale to Athens.

The proposed Disposition and Development Agreement ("DDA"), included as an exhibit to the attached resolution, allows Athens Services to purchase the 17.22-acre site for fair market value from the Successor Agency in order to develop and operate the MRF/TS and fueling station/convenience store. The DDA is required pursuant to California State Redevelopment law.

Analysis of Site

The site is located in an existing industrial area and surrounded by industrial land uses on the west and northwest, Live Oak Avenue and additional industrial uses on the south, and Arrow Highway and the Santa Fe Dam on the north and northeast. Residential uses are located approximately 500 feet south of the site within the City of Baldwin Park.

The MRF/TS design consists of a fully enclosed building with the interior designed to provide separate areas to receive, process, and transfer mixed municipal solid waste (MSW), green waste, construction and demolition (C&D) materials, and waste hauled in by self-haulers. MRF/TS operations would consist of sorting, consolidating, and compacting received materials, and then re-loading all material into transfer trucks for transport to additional processing and/or disposal facilities (end-use distributors). The MRF/TS will be designed to receive, process and transfer up to 6,000 tons per day (tpd) based upon estimated averages of 3,000 tpd of municipal solid waste, 1,000 tpd of green waste, 1,000 tpd of construction and demolition materials, and 1,000 tpd of self-haul waste. Actual processing volumes of each type of waste per day will depend upon market factors and seasonal variations.

In addition to the MRF/TS, proposed on-site improvements include operations offices, administrative offices, a visitor center, a maintenance facility, scale houses, and a convenience store/fueling station, which is open to the public. The convenience store/fueling station will be a separate structure located in the southeastern portion of the site adjacent to Arrow Highway and includes a fueling island with pump canopy, convenience store, and customer parking. The equipment maintenance portion of the building will provide areas for maintenance of the trucks and equipment servicing the facility.

The City acknowledges that the MRF/TS building may be built out incrementally in response to waste handling capacity over a period of years. The schedule for the construction of the MRF/TS and convenience

store/fueling station at the site is estimated to require 18 months and to be completed in late 2017 to early 2018.

Disposition and Development Agreement

The Disposition and Development Agreement will allow Athens Services to purchase the 17.22 acres located at 2200 Arrow Highway for fair market value from the Successor Agency in order to build and operate the MRF/TS and convenience store/fueling station.

Additional key provisions of the DDA include the following:

1. Host Fee. The Host Fee to the City is \$1.70 per ton of materials processed at the MRF/TS.
2. Most Favored Nations Clause. If Athens agrees to pay any other city a higher host fee when all terms are considered and equalized with the terms between the City and Athens, as analyzed by a financial consultant mutually selected by the parties, the host fee for the Irwindale MRF will be adjusted to match the other city's deal.
3. Indemnification. Athens will indemnify the City for any damages or claims related to its construction and operation of the MRF/TS.
4. Schedule of Performance. Athens will secure all approvals and construct the MRF/TS per a set time schedule attached to the DDA.
5. Payment of City Costs. Athens has paid for all City's consultant costs and will continue to do so leading to the development of the MRF/TS. However, from the date of the Second Amendment to the MOU, for every additional \$200,000 paid to cover City's consultants, the term of the franchise solid waste agreement with Athens extends by one (1) year.
6. Additional development and operation obligations related to the MRF/TS shall be addressed in the Development Agreement and Franchise Operations Agreement to be considered for approval by the City separately.

Fiscal Impact

This project is a private development fully funded by the developer. The Successor Agency's real property assets to be sold are in the agency's Community Redevelopment Property Trust Fund. Upon closing of escrow, the Successor Agency will remit the net sales proceeds to the Los Angeles County Auditor-Controller for distribution to affected taxing agencies, based on each agency's share of the tax levy.

ATTACHMENT: Approving Resolution No. 2016-04-025 with Exhibit: Draft Disposition and Development Agreement

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OB RESOLUTION NO. 2016-04-025

A RESOLUTION OF THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY APPROVING A DISPOSITION AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE SUCCESSOR AGENCY AND ATHENS SERVICES FOR THE SALE OF SITE NO. 1 – 17-ACRE SITE – OF THE SUCCESSOR AGENCY’S LONG-RANGE PROPERTY MANAGEMENT PLAN

WHEREAS, pursuant to Assembly Bill 26 of the First Extraordinary Session of the 2011-2012 Legislative Session (“ABX1 26”) (Chapter 5, Statutes of 2011), the City Council of the City of Irwindale adopted Resolution No. 2012-08-2547 on January 11, 2012, affirmatively electing to serve as the “Successor Agency” to the Irwindale Community Redevelopment Agency (“Agency”); and

WHEREAS, ABX1 26 (Chapter 5, Statutes of 2011), the Irwindale Community Redevelopment Agency was effectively dissolved as of February 1, 2012; and

WHEREAS, Athens Services, 14048 Valley Boulevard, La Puente, CA 91746 (“Developer”), has made a request to enter into a Disposition and Development Agreement (“DDA”) with the City of Irwindale Successor Agency to construct and operate a Materials Recovery Facility and Transfer Station (“MRF/TS”) with a gas station and convenience store (collectively, the “Project”) on approximately 17.22 acres of Successor Agency-owned property located at 2200 Arrow Highway – APN 8535-001-911 (the “Site”) zoned M-2 Heavy Manufacturing; and

WHEREAS, over the past six years, the City and Agency have negotiated the DDA by and between the City of Irwindale (“City”), Agency, and Developer to provide terms for the Developer’s acquisition of the Site, including the conditions imposed upon Developer in consideration for its acquisition of the Site and development of the Project. The DDA is provided concurrently with this Resolution; and

WHEREAS, Agency has determined that it furthers the public purposes of redevelopment to convey the Site at fair market value to a company with experience and expertise in the construction, management and operation of materials recovery facilities and transfer stations; and

WHEREAS, Developer is a family-owned and operated company that has been providing refuse removal and recycling services in Southern California for more than 50 years. Developer currently operates a MRF in the unincorporated area of Los Angeles County near the City of Industry; and

WHEREAS, the Site is owned by the Agency as a result of Health & Safety Code §34167.5. The Agency's predecessor in interest to the Site was the Irwindale Community Redevelopment Agency (“Former RDA”); and

WHEREAS, the Oversight Board's approval of the DDA is subject to the City Council and Successor Agency's approval.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS, THAT THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY HEREBY DO FIND, DETERMINE, AND DECLARE BASED UPON THE EVIDENCE PRESENTED AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and incorporated herein by reference.

Section 2. Approval of the Disposition and Development Agreement. Subject to the approval of the Successor Agency, the Oversight Board hereby approves the Disposition and Development Agreement for the 17-Acre Site, Long-Range Property Management Plan ("LRPMP") Site No. 1, between the Successor Agency and Athens Services, pursuant to the permissible use defined in the LRPMP. The Disposition and Development Agreement is included as an exhibit.

PASSED AND ADOPTED at a special meeting of the Oversight Board of the Successor Agency to the Irwindale Community Redevelopment Agency, on the 9th day of June 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Bill Scroggins, Chairman

ATTEST:

Laura Nieto, Secretary

Exhibit 1

Disposition and Development Agreement
between Athens Services and the Successor Agency
to the Irwindale Community Redevelopment Agency

DISPOSITION AND DEVELOPMENT AGREEMENT

by and between

**THE SUCCESSOR AGENCY TO THE
IRWINDALE COMMUNITY REDEVELOPMENT AGENCY**

and

ARAKELIAN ENTERPRISES, INC., dba ATHENS SERVICES

DISPOSITION AND DEVELOPMENT AGREEMENT

THIS DISPOSITION AND DEVELOPMENT AGREEMENT ("Agreement") is entered into as of the date executed by the Agency, by and between THE CITY OF IRWINDALE IN ITS CAPACITY AS SUCCESSOR TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, a public entity organized and existing under California Health & Safety Code § 34173 ("Agency"), and ARAKELIAN ENTERPRISES, INC., dba ATHENS SERVICES, a California Corporation ("Athens"). Agency and Athens are occasionally referred to herein individually as a "Party" and collectively as the "Parties". Agency and Athens agree as follows:

R E C I T A L S

A. Recitals and Capitalized Terms. The recitals in this Agreement constitute part of this Agreement, and each Party shall be entitled to rely on the truth and accuracy of each recital as an inducement to enter into this Agreement. The capitalized terms used in these Recitals and throughout this Agreement shall have the meaning assigned to them in Section 200 hereof or apparent from the context in which they are used.

B. The Site. This Agreement and the Attachments hereto are intended to effectuate the disposition and development of an approximate 17.22-acre Agency-owned site in the City of Irwindale ("City"), located at the intersection of Live Oak Avenue and Arrow Highway and designated herein as the "Site". The development of the Site pursuant to this Agreement, and the fulfillment generally of this Agreement, are in the vital and best interests of the City and the welfare of its residents, and in accordance with the public purposes and provisions of applicable federal, state and local laws and requirements. A legal description and a depiction of the Site are attached hereto as Attachment 1. The exact boundaries and area of the Site shall be determined by a survey prior to the conveyance of Title to Athens.

C. Impacts of RDA Dissolution. The Site is owned by the Agency as a result of Health & Safety Code § 34167.5. The Agency's predecessor in interest to the Site was the Irwindale Community Redevelopment Agency ("Former RDA"). On December 29, 2011, the California State Supreme Court issued a ruling on the constitutional validity of two 2011 legislative budget trailer bills, ABX1 26 (Chapter 5, Statutes of 2011) and ABX1 27 (Chapter 6, Statutes of 2011), which resulted in the outright dissolution of all 425 redevelopment agencies in the State of California. As part of that dissolution process, former redevelopment lands, like the Site, inured to successor agencies by operation of law. Moreover, the dissolution laws provide a process for the disposition and/or transfer of assets, including property holdings of the Former RDA. Subsequent legislation, AB 1484 (Chapter 26, Statutes of 2012), which was passed, signed, and enacted on June 28, 2012, made significant changes to the provisions of ABX1 26, including the process for asset management/disposition/transfers, which include preparation and approval of a Long Range Property Management Plan ("PMP") by the Agency and State Department of Finance ("DOF"). It is the intent of this Agreement that the Site be conveyed to Athens in accordance with a duly-adopted PMP consistent with the procedures for land disposition set forth in AB 1484.

D. Integrated Waste Management Act. The State of California through enactment of the California Integrated Waste Management Act of 1989 (Public Resources Code Sections 40000 *et seq.* (the "Act")), has directed all local jurisdictions to promote recycling and to maximize the use of feasible source reduction, recycling and composting options in order to reduce the amount of solid waste required to be disposed of by land disposal. Furthermore, the Puente Hills Landfill, a major solid waste disposal facility for the region, has closed as of October 31, 2013 and is required by permit conditions to reduce the quantities of waste accepted, resulting in the need for additional waste processing facilities and transfer stations to be developed in the region to meet the solid waste management needs of jurisdictions and protect public health and safety. The development of the Site pursuant to this Agreement, and the fulfillment generally of this Agreement, are further intended to facilitate the City's obligations under the Act by providing the City and its residents with a state-of-the-art facility for solid waste disposal, recycling and source reduction.

E. The MRF/TS Project. On January 6, 2005, the City issued a Request for Expressions of Interest and Statements of Qualifications ("REI/SOQ") from interested and qualified parties to plan, permit, build, operate and maintain a state-of-the-art regional municipal solid waste transfer station and recovery facility at a location in the City to manage and process solid waste generated within and outside of the City, and received multiple responses thereto. On March 3, 2005, Athens submitted a proposal in response to the City's REI/SOQ that met or exceeded all requirements of the REI/SOQ by proposing the construction and operation of a Materials Recovery Facility and Transfer Station (the "MRF/TS") accompanied by a public Fueling Facility/Convenience Store and appurtenant improvements (collectively, the "Project"). On June 25, 2008, in order to reduce blight and promote industrial development in the Redevelopment Area and fulfill the City's obligation under the Act, City and Athens, along with the Agency, entered into that certain Memorandum of Understanding ("MOU") regarding the Project, including its development and operation of the proposed MRF/TS. The Parties intend that the MRF/TS will provide for the long-term management and recycling of municipal solid waste generated in the City. The MRF/TS will serve as a point to accept, process, recover, and transfer mixed municipal waste ("MMW") and residue following diversion activities to an appropriate permitted end-point disposal facility.

F. Easement/Access Issues. The Project is proposed to be built upon the Site. The Site is traversed by an easement for the benefit of the Los Angeles County Department of Water and Power encumbering an approximately 2.84-acre easement area ("LADWP Easement") The LADWP Easement area is depicted in more detail in Attachment 2 hereto. The Parties contemplate that the right to use of the LADWP Easement area will be conveyed to Athens via a sub-easement or license from LADWP and consented to by City permitting Athens' use and occupation of the LADWP Easement area for MRF/TS parking and appurtenant uses. There also exists over the Site an easement for the benefit of Southern California Edison encumbering an approximately 2300 square foot easement area (the "SCE Easement"), which SCE Easement area is depicted in more detail in Attachment 3 hereto. The Parties contemplate that the right to use the SCE Easement area will be conveyed to Athens via a sub-easement or license from Southern California Edison permitting Athens' use and occupation of the SCE Easement for parking, ingress, egress and appurtenant uses.

G. CEQA. The Parties have found that the Site is, subject to appropriate review in accordance with the California Environmental Quality Act, Public Resources Code §21000 *et seq.* ("CEQA"), appropriately zoned, of adequate size, with access to primary transportation corridors, and of a sufficient distance from the nearest residential units to control and adequately mitigate the potential impacts from noise, odor, dust and other potential impacts from the operation of the MRF/TS. The Project layout and Site are shown on the "Site Map(s)" attached at Attachment 4. This Agreement is entered into to establish the terms by which the Agency's interest in the Site shall be conveyed to Athens.

H. Athens As Qualified Operator. Agency has determined that it furthers the public purposes of redevelopment to convey the Site at fair market value to a company with experience and expertise in the construction, management and operation of materials recovery facilities and transfer stations. Athens is a family owned and operated company that has been providing refuse removal and recycling services in Southern California (largest in L. A. County) for more than 50 years. Athens currently operates a MRF in the unincorporated area of Los Angeles County near the City of Industry, the first of its kind in the area.

I. Public Benefits of Project. This Agreement was entered into in consideration for Athens' good faith efforts to complete the development of a MRF/TS to accept, process, recover, and transfer mixed municipal waste and residue following diversion activities to an appropriate permitted end-point disposal facility. The Project will benefit the City by creating new jobs in the community, diversifying and expanding the City's revenue base, revitalizing a blighted area and the general economy of the City, improving the City's compliance with State-mandated waste reduction requirements, and promoting recycling and refuse rate stability for residents and businesses within the community. The Project will also benefit the public by serving the mixed municipal waste management needs of other jurisdictions in the region, reducing municipal costs, and protecting public health and safety.

J. Agreements and Ordinance. The Parties understand that this Agreement is for the establishment of terms upon which the Agency's interest in Site is conveyed to Athens. The following necessary agreements have been, or will be, negotiated in order to fulfill the obligations and goals under the MOU to develop and operate the Project:

CITY AGREEMENTS

1. Development Agreement between the City and Athens to be negotiated based on the MOU pursuant to California Government Code § 65864 *et seq.* for the development and operation of the MRF/TS (the "Development Agreement").

2. October 22, 2008, Reimbursement Agreement, as amended by that certain Amendment No. 1 dated April 13, 2011, Amendment No. 2 dated June 22, 2011, Amendment No. 3 dated December 12, 2012, Amendment No. 4 dated September 23, 2015, and Amendment No. 5 dated March 9, 2016 between City and Athens under which Athens is obligated to reimburse or advance funds to City for development costs associated with the Project, including but not limited to conducting environmental reviews under CEQA, processing and negotiating permits, entitlements and conditions, and legal costs (the "Reimbursement Agreement").

3. Franchise Agreement – Operations of MRF/TS, governing the use and operation of the MRF/TS (“Franchise Agreement – Operations”).

4. Franchise Agreement – Solid Waste Collection, Processing and Disposal Services and Street Sweeping Services, dated April 13, 2011, as amended by that certain First Amendment, dated December 12, 2012 governing the exclusive right and obligation of Athens to collect solid waste and sweep streets in the City (“Franchise Agreement – Trash Collection and Street Sweeping”).

5. CC&R’s governing certain aspects of the operation of the MRF/TS (the “CC&R’s”).

OTHER AGREEMENTS

6. LADWP Easement Agreement governing Athens’ rights over the LADWP Easement (“LADWP Easement Agreement”).

7. SCE Easement Agreement governing Athens’ use of the SCE Easement (the “SCE Easement Agreement”).

8. Solid Waste Facilities Permit to be issued by the California Integrated Waste Management Board or its successor (“SWFP”).

ORDINANCE

9. Ordinance(s) to be adopted by the City establishing the exclusive franchise rights for operation of the MRF/TS and for collection of solid waste and street sweeping.

The foregoing agreements, ordinances and instruments, together with all City agreements and enactments approving the foregoing agreements, ordinances and instruments, are collectively referred to as the “City Agreements” (items 1 through 5, above), the “Other Agreements” (items 6 through 8, above) and the “Ordinance” (item 9, above) unless a specific document is referenced. The Parties hereto acknowledge that this Agreement and the City Agreements, the Other Agreements and the Ordinance bear overlapping impact upon the Site and upon Athens’ development of the Project, and thus the conveyance of the Site to Athens is conditioned on approval and execution by the City and Athens of each of the City Agreements and Other Agreements.

K. Mutual Agreement. The Parties desire to define the parameters within which the Site will be conveyed to Athens, to describe certain obligations of Athens for infrastructure and public improvements and facilities in connection with the Project, to provide for the orderly development of the Project, and to assist in attaining the most effective utilization of resources within the City. Based on the foregoing and subject to the terms and conditions set forth herein, the Parties desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and having determined that the foregoing recitals are true and correct and should be and hereby are incorporated into this Agreement, the Parties agree as follows:

I. (§100) PURPOSE OF THE AGREEMENT.

A. (§101) Purpose of the Agreement.

The purpose of this Agreement is set forth in the above Recitals. The Agency's involvement in this Project is vital both to make available to Athens the Site and stimulate the health and welfare of the City and its citizens. In addition, the MRF/TS will be a regional facility contributing to regional refuse disposal and recycling activities, a project which is also essential to the alleviation of blight and the economic progress of the City.

B. (§102) The Site.

The Site is approximately 17.22 acres in size and is an irregular, triangle-shaped, unimproved property in the City bounded on the south by Live Oak Avenue, on the east by an LADWP-owned parcel, on the northeast by Arrow Highway, and on the west and northwest by an existing business/industrial parking lot. The Site is owned in fee by the Agency, is the subject of the property conveyance effected by this Agreement, and is legally described in Attachment 1 hereto. The Site is traversed by the LADWP Easement, which is a ±6,500 square foot transmission right-of-way. The Site is also traversed by the SCE Easement, which is a ±2300 square foot transmission right-of-way. The Parties contemplate that Athens will be authorized to occupy and utilize the LADWP Easement and SCE Easement pursuant to easements or licenses from LADWP and SCE permitting Athens' use and occupation of such easement areas for MRF/TS parking and appurtenant uses.

C. (§103) Agency Financial Assistance.

The Parties hereto acknowledge that the Site will be sold to Athens at fair market value as such value is determined and approved by the DOF in the Agency's "Long Range Property Management Plan" or "PMP". The Parties believe that the Agency will not be providing financial assistance to Athens in connection with Athens' acquisition of the Site for development of the Project thereon based on the appraised fair market value established by R.P. Laurain & Associates, Inc. on March 20, 2012. This Agreement does not provide for any sharing of sales tax or tax increment generated by the Project between Athens, Agency and/or City. Further, Athens shall be responsible for paying all fees and charges required by the City for similar development projects.

Except as set forth herein, Athens shall be responsible for the Purchase Price and all construction and development costs to construct the Project on the Site, including: grading and site preparation; building construction; site development and infrastructure; design; building permit and development fees; and financing. The total development costs and costs of performing this Agreement, the City Agreements, and the Other Agreements for Athens ("Athens Costs") are currently estimated to be approximately, or at least, \$33,830,000.00.

Athens is advised of the requirements of California Labor Code Section 1720 which provides: prevailing wage rates apply to "[c]onstruction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds, except work done directly by any public utility company pursuant to order of the Public Utilities Commission or other public authority." As Agency is not providing financial assistance to Athens and Athens

is paying fair market value for the Site, the Project should not be considered to be a "public work" "paid for in whole or in part out of public funds," as described in California Labor Code Section 1720. It is therefore the Parties' understanding that this Project shall not be required to pay prevailing wages pursuant to Sections 1770 – 1781 of the California Labor Code and 33423 – 33426 of the California Health and Safety Code. To this end, Athens acknowledges and agrees that should any third party, including but not limited to the Director of the Department of Industrial Relations (“DIR”), require Athens or any of its contractors or subcontractors to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the DIR under Prevailing Wage Law, then Athens shall indemnify, defend, and hold Agency and City harmless from any such determinations, or actions (whether legal, equitable, or administrative in nature) or other proceedings, and shall assume all obligations and liabilities for the payment of such wages and for compliance with the provisions of the Prevailing Wage Law. The Agency/City make no representation that any construction completed by Athens is or is not subject to Prevailing Wage Law.

II. (§200) DEFINITIONS.

The capitalized terms used in the preceding Recitals and throughout this Agreement shall have the meaning assigned to them in this § 200. Any capitalized terms not defined in this Section shall have the meaning otherwise assigned to them in this Agreement, one of the City Agreements or Other Agreements, or apparent from the context in which they are used. The following terms as used in this Agreement shall have the meanings given unless expressly provided to the contrary:

A. (§201) Agency.

The term “Agency” means the Successor Agency to the Irwindale Community Redevelopment Agency, a California public body, corporate and politic.

B. (§ 202) Agreement.

The term "Agreement" shall mean this entire Disposition and Development Agreement, including all attachments, which attachments are a part hereof and incorporated herein in their entirety, and all other documents incorporated herein by reference. This Agreement includes the following attachments which are incorporated herein and made a part hereof as though fully set forth herein:

Attachment 1	Legal Description/Depiction of Site
Attachment 2	LADWP Easement Legal Description
Attachment 3	SCE Easement Legal Description
Attachment 4	Project Depiction
Attachment 5	Schedule of Performance
Attachment 6	Grant Deed
Attachment 7	CC&Rs
Attachment 8	Required Approvals

C. (§ 203) Agreements.

The terms "City Agreements," "Other Agreements" and "Ordinances" mean all those contractual instruments, entitlements and ordinances identified in the preceding Recital J of this Agreement.

D. (§ 204) Athens Costs.

The term "Athens Costs" means Athens' obligation to pay for all costs related to the development of the Site, including but not limited to all project development and construction costs, all costs of public education, all costs of the environmental review, all costs for entitlement, all costs of acquiring the Site, all Host Fees (as defined in the DA), all operational costs and all other costs identified herein as the responsibility of Athens.

E. (§ 205) CEQA.

The term "CEQA" means the California Environmental Quality Act, Section 21000 *et seq.* of the California Public Resources Code and its implementing regulations and guidelines, including future amendments to or recodification thereof.

F. (§ 206) CEQA Completion Date.

The term "CEQA Completion Date" means the later date of any of the following: (i) thirty (30) days after the Notice of Determination; or (ii) the date of the final settlement or final resolution of any appeal, lawsuit or other action by a third party challenging the Project approvals (including without limitation this Agreement, the City Agreements, or the Other Agreements) or the CEQA process.

G. (§ 207) City.

The term "City" shall mean the City of Irwindale, a California chartered municipal corporation.

H. (§ 208) Claims or Litigation.

The term "Claims or Litigation" shall mean any challenge by adjacent owners or any other third parties to any of the following: (i) the legality, validity or adequacy of the City's or Agency's laws, ordinances or regulations; (ii) any Project development approvals, (iii) the legality, validity or adequacy of this Agreement, the City Agreements, the Other Agreements, the Ordinance, or the performance thereof; or (iv) the legality, validity or adequacy of other actions of City or Agency pertaining to the Project. "Claims and Litigation" shall further include any claimed damages against City or Agency as a consequence of the foregoing challenges or for the taking or diminution in value of their property (or in any other manner) or for any tort claim or action against the City or Agency arising in connection with Athens' construction of the Project.

I. (§ 209) Closing.

The term "Closing" shall mean the closing of the Escrow by the Escrow Agent's distributing the funds and documents received through Escrow to the Party entitled thereto as provided herein for Athens' acquisition of Title to the Site, which closing shall occur on or before the date established in the Schedule of Performance, attached hereto as Attachment 5.

J. (§ 210) CC&Rs

The term "CC&Rs" shall mean that Declaration of Covenants, Conditions and Restrictions running with the land to provide for the proper maintenance of the facilities and improvements in the form attached hereto as Attachment 7, as further described in Section 605.

K. (§ 211) Consumer Price Index or CPI.

Consumer Price Index ("CPI") means the "Consumer Price Index, All Urban Consumers (All Items), for the Los Angeles-Anaheim-Riverside Metropolitan Area" published by the United States Department of Labor, Bureau of Labor Statistics (1982-84 = 100). If both an official index and one or more unofficial indices are published, the official index shall be used. If said Consumer Price Index is no longer published at the adjustment date, it shall be constructed by conversion tables included in such new index.

L. (§ 212) Days.

The term "days" shall mean calendar days and the statement of any time period herein shall be calendar days, and not working days, unless otherwise specified.

M. (§ 213) Deed.

The term "Deed" shall mean that Grant Deed conveying the Site to Athens, which Deed shall be in the form attached hereto as Attachment 6.

N. (§ 214) Deposit.

The term "Deposit" means the deposit by Athens payable into Escrow of Five Million Dollars (\$5,000,000) less any amounts advanced to City or Agency for their costs expended prior to the later of (A) either (i) the final approval by City (and where appropriate, the Agency) of the MRF/TS, said final approval to be demonstrated by the issuance of a certificate of occupancy for the Site, or (ii) the Effective Date, and (B) the CEQA Completion Date. The City acknowledges receipt of the Initial Deposit of \$500,000 paid directly by Athens to the City in accordance with the Reimbursement Agreement and the City agrees that the Initial Deposit is a credit against the Deposit so that the amount of the Deposit that will be due in Escrow prior to Close of Escrow will be \$4,500,000 less any additional advances by Athens to the City which may be made by Athens to the City under the terms of the Reimbursement Agreement. The Deposit will become non-refundable to Athens as follows: all amounts paid by Athens to the City under the terms of the Reimbursement Agreement shall be non-refundable when they are paid by Athens to the City; \$1,000,000 of the Deposit will become non-refundable to Athens when the Project receives its SWFP together with all other Required Approvals. The balance of the Deposit shall

become non-refundable to Athens upon the Close of Escrow and the City shall credit such balance of the Deposit against Host Fee payments and other payments that may become due under the terms of this Agreement, the City Agreements, the Other Agreements, and the Ordinance.

O. (§ 215) Development Agreement.

The term "Development Agreement" shall mean that certain agreement authorized pursuant to the Development Agreement Statue (California Government Code Section 65864 *et seq.*) between the Parties pursuant to which Athens agrees to develop the Project in accordance with the Schedule of Performance and by which Athens obtains specified land use entitlements relating to the Project development and MRF/TS construction.

P. (§ 216) DDA Approval.

The term "DDA Approval" means the date that this Agreement is approved by the Agency Board by a vote of its members following a duly-noticed public hearing.

Q. (§ 217) Effective Date.

Generally, the term "Effective Date" means the date that (i) this Agreement has been fully executed, and (ii) sixty (60) days following adoption of the authorizing Ordinance approving this Agreement as stated on the first page hereof.

R. (§ 218) Enforced Delay.

The term "Enforced Delay" shall mean any delay described in Section 803 caused without fault and beyond the reasonable control of a Party, which delay shall justify an extension of time to perform as provided in Section 803.

S. (§ 219) Escrow.

The term "Escrow" shall mean the escrow established pursuant to this Agreement for the conveyance of the Site from Agency to Athens.

T. (§220) Escrow Agent.

The term "Escrow Agent" shall mean the entity mutually selected by the Parties and empowered hereunder to act as the Escrow Agent for this transaction.

U. (§ 221) Facility or MRF/TS.

The terms "Facility" and "MRF/TS" shall mean the material recovery facility/transfer station (MRF/TS) proposed to be constructed by Athens and the subject of this Agreement, the City Agreements and the Other Agreements.

V. (§ 222) Feasibility Period.

The term "Feasibility Period" shall mean the period commencing on the Effective Date of this Agreement and extending no longer than fifteen (15) days beyond the opening of Escrow (and in any event to be completed before Closing), during which time Athens shall determine whether the physical condition of the Site is suitable for Athens' intended use, all title and survey matters are acceptable, and that Athens will be able to obtain all necessary approvals, permits and/or consents which are necessary for the Project, as provided in Section 304 hereof. Athens may elect in writing to waive or shorten the Feasibility Period without need for amendment of this Agreement.

W. (§ 223) Franchise Ordinance; Franchise & Operations Agreement.

The terms "Franchise Ordinance" and "Franchise & Operations Agreement" mean, respectively, the ordinance adopted by the City to permit and regulate the use of the MRF/TS, and the agreement approved by the City pursuant to said ordinance to regulate and establish operations parameters for the MRF/TS. The "Franchise Ordinance" and "Franchise & Operations Agreement" are described in more detail in Recital J hereof.

X. (§ 224) Host Fees.

The term "Host Fees" means payments by Athens to City for hosting a MRF/TS within City's limits.

Y. (§ 225) LADWP.

The term "LADWP" is the acronym for the Los Angeles County Department of Water and Power.

Z. (§ 226) LADWP Easement.

The term "LADWP Easement" means that ±2.84 acres transmission easement traversing the Site and owned by LADWP. The LADWP Area is legally described in Attachment 2 hereto. Athens will be authorized to occupy and utilize the LADWP Easement area pursuant to a sub-easement or license from LADWP permitting Athens' use and occupation of the LADWP Easement for MRF/TS parking and appurtenant uses.

AA. (§ 227) Mixed Municipal Waste or MMW.

The terms "Mixed Municipal Waste" or "MMW" mean all "municipal solid waste" including putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, green waste, construction and demolition waste, street sweepings and catch basin residue.

BB. (§ 228) MOU.

The acronym "MOU" stands for Memorandum of Understanding and refers to that agreement entered into by the Parties on June 25, 2008, as amended by that certain First

Amendment executed on or about April 13, 2011 and Second Amendment dated December 12, 2012, for implementation of this Agreement, the City Agreements and Other Agreements, and Project development generally, as described in greater detail in Recital E hereto.

CC. (§ 229) Parties.

The term "Parties" shall mean the Agency and/or City and Athens, as identified in Article 300.

DD. (§ 230) PMP.

The term "PMP" shall mean the "Long Range Property Management Plan" governing the disposition and use of Former RDA properties, established pursuant to California Health & Safety Code § 34191.5. The PMP was approved by the DOF on August 8, 2014 and includes the authorization for the sale and use of the Site as contemplated in this Agreement.

EE. (§ 231) Project.

The term "Project" shall mean the process to issue permits to entitle the development of the MRF/TS; the construction of the MRF/TS and its appurtenant improvements; the operation of the MRF/TS; and the negotiation of, and carrying out of, this Agreement and the related City Agreements and Other Agreements. See Attachment 4 hereto.

FF. (§ 232) Purchase Price.

The term "Purchase Price" shall mean the fair market value of the Site of Ten Million Two Hundred Ten Thousand Dollars (\$10,210,000) as determined by an appraisal dated March 20, 2012 prepared by R.P. Laurain & Associates, Inc.

GG. (§ 233) RDA Dissolution Bill.

The term "RDA Dissolution Bill" shall refer to that certain California legislative budget trailer bill, ABX1 26 (Chapter 5, Statutes of 2011), as such bill is amended by subsequent legislation, AB 1484 (Chapter 26, Statutes of 2012), which was passed, signed, and enacted on June 28, 2012.

HH. (§ 234) Reimbursement Agreement.

The term "Reimbursement Agreement" means the separate written agreement dated October 22, 2008, as amended on April 13, 2001, June 22, 2011, December 12, 2012, September 23, 2015, and March 9, 2016, by and between the Parties where Athens agrees to reimburse those costs specified in such agreement, pursuant to the terms of the MOU, as described in Recital E hereof.

II. (§ 235) REI/SOQ.

The acronym "REI/SOQ" stands for Request for Expressions of Interest and Statements of Qualifications as described in Recital E hereto.

JJ. (§ 236) Required Approvals.

The term "Required Approvals" means those certain permits, sign-offs, and other discretionary approvals necessary to commence construction of the Facility, the Franchise Agreement – Operations, and other discretionary approvals all as more particularly set forth on Attachment 8.

KK. (§ 237) SCE.

The term "SCE" is the acronym for the Southern California Edison Company.

LL. (§ 238) SCE Easement.

The term "SCE Easement" means that ±2300 acres transmission easement traversing the Site and owned by SCE. The SCE Easement is legally described in Attachment 3 hereto. Athens will be authorized to occupy and utilize the SCE Easement area pursuant to a sub-easement or license from SCE permitting Athens' use and occupation of the SCE Easement area for MRF/TS parking and appurtenant uses.

MM. (§ 239) Schedule of Performance.

The term "Schedule of Performance" shall mean that certain Schedule of Performance attached hereto as Attachment 5, as may be amended from time to time, which covers the time period through and including the Closing.

NN. (§ 240) Site and Site Map.

"Site" means the real property currently owned by Agency where Athens proposes to construct the Project and operate the MRF/TS, comprised of an approximately 17.22-acre site at the intersection of Arrow Highway and Live Oak Avenue. The Site is legally described and depicted in Attachment 1 hereto. The exact boundaries and area of the Site shall be determined by a survey prior to the conveyance of Title to Athens.

OO. (§ 241) Title.

The term "Title" shall mean the fee interest in the Site.

PP. (§ 242) Title Company.

The term "Title Company" shall mean that title company mutually selected by the Parties and empowered hereunder to act as the title company for this transaction.

QQ. (§ 243) Trash Collection and Street Sweeping Franchise Agreement.

The term "Trash Collection and Street Sweeping Franchise Agreement" means the contract approved by the City in accordance with its Ordinances to exclusively provide for the collection of MMW from property within the City to be delivered to the MRF/TS for processing and disposal and for street sweeping within the City.

III. (§ 300) PARTIES TO THE AGREEMENT.

A. (§ 301) Agency.

1. Identification.

Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized under California Health & Safety Code § 34173. The office of Agency is located at 5050 North Irwindale Avenue, Irwindale, CA 91706.

2. Agency Representations.

Agency hereby represents the following to Athens for the purpose of inducing Athens to enter into this Agreement and to consummate the transactions contemplated hereby, all of which shall be true as of the date hereof and shall survive the conveyance of the Site and survive the Closing with respect to the conveyance of Site Title to Athens:

- (a) Subject to the limitations imposed by the RDA Dissolution Bill, the Agency has the legal power, right and authority to enter into this Agreement and the instruments and documents referenced herein to which the Agency is a Party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform its obligations hereunder.
- (b) The Agency has secured approval of the PMP from the DOF, which approval and terms of the PMP specifically authorize the disposition of the Site to Athens as provided herein.
- (c) All requisite action has been taken by the Agency and all requisite consents have been obtained in connection with Agency entering into this Agreement and the instruments and documents referenced herein to which the Agency is a Party, and the consummation of the transaction contemplated hereby, and the same are authorized by the PMP, to the best knowledge of Agency, comply with all applicable laws, statutes, ordinances, rules and governmental regulations. There are no writs, injunctions, orders or decrees of any court or governmental body which would be violated by the Agency's entering into or performing its obligations under this Agreement.
- (d) This Agreement is duly executed by the Agency, and all agreements, instruments and documents to be executed by the Agency pursuant to this Agreement shall, at such time as they are required to be executed hereunder, be duly executed by the Agency, and each such agreement is, or shall be at such time as it is required to be executed hereunder, to the best knowledge of the Agency subject to the limitations imposed by the RDA Dissolution Bill, valid and legally binding upon the Agency and enforceable in

accordance with its terms and the execution and delivery thereof shall not, with due notice or the passage of time, constitute a default under or violate the terms of any indenture, agreement or other instrument to which the Agency is a Party.

- (e) The uses of the Site as contemplated by this Agreement, any Project development permits, and other Agreements are authorized by the PMP.
- (f) Reasonable and good faith inquiry has determined that there is no pending or threatened litigation which would prevent the Site from being conveyed in the condition of title required hereunder, or which would prevent the Agency from performing its duties and obligations hereunder.

B. (§ 302) Athens.

1. Identification.

Athens is Arakelian Enterprises, Inc., a California corporation, doing business as Athens Services. The principal office of Athens for the purposes of this Agreement is located at 14048 E. Valley Blvd., City of Industry, CA 91746. Except as may be expressly provided herein below, all of the terms, covenants and conditions of this Agreement shall be binding on, and shall inure to the benefit of, Athens and the permitted successors, assigns and nominees of Athens. Wherever the term "Athens" is used herein, such term shall include any permitted successors and assigns of Athens as herein provided.

2. Athens' Representations.

Athens hereby represents the following to Agency for the purpose of inducing Agency to enter into this Agreement and to consummate the transactions contemplated hereby, all of which shall be true as of the date hereof and shall survive the conveyance of the Site and survive the Closing with respect to the conveyance of Title in the Site to Athens:

- (a) Athens has the legal power, right and authority to enter into this Agreement and the instruments and documents referenced herein, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform its obligations hereunder. Athens is qualified to do business and is in good standing under the laws of the State of California and has all requisite power and authority to carry out Athens' business as now and whenever conducted and to enter into and perform Athens' obligations under this Agreement.
- (b) All requisite action has been taken by Athens, including, but not limited to, approval by any of Athens' committees, boards, or other such authorities as may be needed for the acquisition of real property, and all requisite consents have been obtained by Athens

in connection with entering into this Agreement and the instruments and documents referenced herein, and the consummation of the transactions contemplated hereby.

- (c) To the best knowledge of Athens, the execution, delivery and performance by Athens of this Agreement will not violate any provision of law, any order of any court or other agency of government, or any indenture, agreement or other instrument to which Athens is a party or by which Athens or any of its properties is bound.
- (d) This Agreement is, and all agreements, instruments and documents to be executed by Athens pursuant to this Agreement shall be, duly executed by and are, or shall be, valid and legally binding upon Athens and enforceable in accordance with their respective terms and the execution and delivery thereof shall not, with due notice or the passage of time, constitute a default under or violate the terms of any indenture, agreement or other instrument to which Athens is a party.
- (e) Reasonable and good faith inquiry has determined that there is no pending or threatened litigation which would prevent Athens from performing its duties and obligations hereunder.

3. **Qualifications.**

Subject to the provisions of Section 303, the qualifications and identity of Athens are of particular concern to the Agency, and it is because of such qualifications and identity that Agency has entered into this Agreement with Athens. The Agency has considered the experience and financial capability of Athens and its affiliates, the Site location and characteristics, and the public costs of acquiring and developing the Site and return on investment. Based upon these considerations, the Agency has imposed the restrictions on transfer set forth in this Agreement.

C. (§ 303) **Restrictions on Transfer.**

Athens acknowledges that its experience and expertise are material considerations of Agency in entering into this Agreement. As such, Athens will not be authorized to assign any of its rights nor delegate any of its duties under this Agreement (a "Transfer"), except in the case of an Allowable Transfer, without the express prior written consent of Agency, not to be unreasonably withheld, conditioned or delayed. Any such assignment made without the consent of the Agency will be void. Athens will submit its request for Agency consent to the Agency together with reasonable supporting documentation for such request, including but not limited to: (i) the proposed assignee's audited financial statements for the immediately preceding three (3) operating years; (ii) proof that the proposed assignee has MMW management experience comparable to the scale of operations conducted by Athens; (iii) proof that in the last five (5) years, the proposed assignee has not suffered any citations or other censure from any federal,

state, or local agency having jurisdiction over its waste management operations due to any material noncompliance with federal, state, or local waste management law and that the proposed assignee has provided the Agency with a complete list of such citations and censures; (iv) proof that the proposed assignee conducts its MMW management practices in accordance with sound waste management practices in full compliance with all federal, state, and local laws regulating the collection and disposal of waste, including hazardous waste; and (v) any other information required by the Agency to ensure the proposed assignee can fulfill the terms of this Agreement and the other Agreements. For purposes of this Section 303, the City may perform the rights and obligations of Agency with respect to reviewing/investigating and/or granting or rejecting a proposed assignee of Athens.

1. Investigation of Proposed Assignee.

Athens will pay Agency or City, as applicable, its reasonable expenses for attorneys' fees and investigation costs necessary to investigate the suitability of any proposed assignee and to review and finalize any documentation required as a condition for approving any such assignment.

2. Definition of Assignment.

An assignment for the purpose of this Section, will include the sale, exchange, or other transfer to a third party of more than thirty percent (30%) of Athens' assets dedicated to providing services under this or the other Agreements in the City; or issuing new stock or selling, exchanging, or otherwise transferring thirty percent (30%) or more of the then outstanding common stock of Athens to a person other than (i) the shareholders owning said stock as of the date of the Agreements, or (ii) the family members of any such shareholder (such transfers in clauses (i) and (ii) each an "Allowable Transfer").

3. Assumption of Obligations.

No attempted assignment or Transfer of any of Athens' obligations hereunder shall be effective unless and until the successor party executes and delivers to Agency or City, as appropriate, a written assumption agreement in a form reasonably approved by the Agency/City assuming such obligations. Following any such assignment or Transfer of any of the rights and interests of Athens under this Agreement, the exercise, use and enjoyment shall continue to be subject to the terms of this Agreement to the same extent as if the assignee or transferee were Athens.

4. Release of Athens.

Agency's or City's consent to a Transfer shall not be deemed to release Athens of liability for performance under this Agreement unless such release is specific and in writing executed by Agency or City, as appropriate. Such release shall not be unreasonably withheld, conditioned, or delayed. Upon the written consent of Agency/City to the complete assignment of this Agreement and the express written assumption of the assigned obligations of Athens under this Agreement by the assignee, Athens shall be relieved of its legal duty from the assigned obligations under this Agreement, except to the extent Athens is in default under the terms of this Agreement prior to said Transfer.

5. Agency Assignment to City.

It is expressly agreed that Agency shall have the unrestricted right to sell or assign its rights under this Agreement to the City of Irwindale, or to any public or quasi-public entity, or any other agency or body that is controlled by the City without prior notice to or approval of Athens. If the Agency's interest and estate in and to the Site is sold or assigned by the Agency, the Agency shall be entirely freed, relieved, and discharged of all covenants, agreements, and obligations under this Agreement, except those occurring prior to the date of such sale or assignment by Agency and attributable to Agency's period of ownership of such interest and estate. Athens shall in the event of sale or assignment of Agency's interest in the Site, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage or deed of trust made by Agency covering the Site, attorn to the purchaser and recognize such purchaser as the Agency's successor party under this Agreement and City's successor under the City Agreements, if appropriate.

D. (§ 304) Preliminary License to Access Site for Due Diligence, Feasibility Period & Schedule of Performance.

1. License to Enter Site For Due Diligence Prior to Effective Date.

From the execution of this Agreement by the Agency through the Close of the Feasibility Period, Agency grants a license to Athens to enter upon the Site for the purposes of determining (i) the physical condition of the Site (e.g., environmental, geotechnical analyses) to verify that the Site is suitable for Athens' intended use, (ii) that all title and survey matters are acceptable, and (iii) that Athens will be able to obtain all necessary approvals, permits and/or consents necessary for the Project. Athens and representatives of Athens shall have the right of access to and entry upon the Site at all reasonable times, for the purpose of inspecting the condition of the Site and obtaining data and making surveys and tests necessary to implement this Agreement, including, but not limited to, soil borings, percolation tests, test pits, environmental studies, water pressure tests, surveys and other related investigations. As part of the license granted to Athens for its investigations, Athens shall have the right to conduct soils, engineering, or other tests and studies regarding the physical condition of the Site.

Notwithstanding the Effective Date as to all other provisions of this Agreement, Athens' license to access the Site for purposes of conducting these investigations shall take effect immediately upon Agency Board's adoption of this Agreement. With respect to its exercise of the license granted herein, Athens shall indemnify, defend and hold Agency harmless from and against any claims, injuries, or damages directly or indirectly resulting from (and only to the extent of) any such entry or activity undertaken pursuant to the authority of this Section, and expressly excluding therefrom any claim arising from (a) the gross negligence or willful misconduct of Agency or City or their respective agents or (b) any pre-existing conditions at the Site, unless such pre-existing condition was physically exacerbated as a direct result of the inspection or testing of the Site by Athens or its agents (in which event Agency's claim shall be limited to damages incurred in respect of such exacerbation). Notwithstanding the foregoing or any other provision of this Agreement, following the Close of Escrow Section 407 hereof shall apply to any pre-existing conditions of the Site. Any activity by Athens pursuant to the license

granted herein shall only be undertaken after Athens has secured all necessary permits, if any, for such activity from the appropriate governmental agencies.

2. Investigations of Site During Feasibility Period.

Completion of the Feasibility Period shall serve as an acknowledgement by Athens that it has investigated and has knowledge of all environmental/geotechnical conditions, operative or proposed governmental laws and regulations (including, but not limited to, zoning, environmental and land use laws and regulations), and site suitability prerequisites to which the Site is or may be subject. To the extent any site feasibility investigations are not actually conducted by Athens prior to the expiration of the Feasibility Period, Athens shall take the Site in an "As Is" condition and Athens shall release the Agency and/or City from any and all claims it may have as to the condition of the Site and/or its suitability for Athens' Project and/or MRF/TS operations. Notwithstanding the actual extent of Athens' investigation of the Site during the Feasibility Period, upon the expiration of the Feasibility Period, Athens shall hereby warrant that Athens will accept the Premises, if at all, solely upon the basis of its own review and determinations. Notwithstanding the preceding sentence, Athens acknowledges that it has received copies of a draft preliminary title report, survey and Phase I Environmental Site Assessment for the Site.

3. Approval or Disapproval of Site Condition.

Athens shall notify Agency on or before the expiration of the Feasibility Period, in writing, whether Athens has approved or disapproved the physical condition of the Site and/or its suitability for the Project and/or MRF/TS operations.

If Athens notifies Agency in writing of its disapproval of the physical condition and Project suitability of the Site, such notice shall specify the reasons for such disapproval and the Parties may, at the election of the Agency, agree to an allocation of the costs to cure any deficiencies in the Site's condition. If Athens disapproves the condition of the Site in its sole and absolute discretion, or if the Parties are unable to negotiate a cure of such deficiencies that is acceptable to Athens in its sole and absolute discretion after a period of thirty (30) days, then Athens may elect to terminate this Agreement and the other Agreements in effect (other than the Franchise Agreement – Trash Collection and Street Sweeping), in which case the amount paid by Athens as and for the Initial Deposit and, if applicable, additional funds advanced by Athens under the Reimbursement Agreement, and, if applicable, the Deposit, less any expenses incurred by City/Agency qualified to reimbursement pursuant to the Reimbursement Agreement, will be returned to Athens as outlined in the Reimbursement Agreement, and the Parties shall have no further obligations to one another under this Agreement.

If Athens approves the physical condition and Project suitability of the Site prior to the expiration of the Feasibility Period or any extensions thereof, then the Deposit shall become non-refundable on the Close of Escrow (except in the case of a default by Agency or as otherwise provided in Section 700, or as otherwise provided by the Reimbursement Agreement), and the Parties hereto shall have all of the rights and obligations as set forth herein. Failure of Athens to notify Agency of its approval or disapproval before the end of the Feasibility Period shall be deemed a disapproval hereunder.

IV. (§ 400) ACQUISITION AND DISPOSITION OF THE SITE.

A. (§ 401) Acquisition.

Agency has owned, and currently owns, Title to the Site.

B. (§ 402) Conveyance.

In accordance with and subject to all the terms, covenants and conditions of this Agreement, Agency agrees to convey the Site to Athens subject to the terms of the Deed, and Athens agrees to accept the Site and develop the Site with a MRF/TS facility (as more particularly described in the Development Agreement).

C. (§ 403) Escrow.

Athens shall deposit into Escrow the full Purchase Price for the Site as a condition to Closing of Escrow. Escrow shall be opened upon the last to occur of the execution of this Agreement, the City Agreements, the Other Agreements and the adoption of the Ordinances. The Schedule of Performance shall be adjusted at the Close of Escrow to reflect the actual Close of Escrow. This Agreement shall constitute the joint escrow instructions of Agency and Athens, and a duplicate original of this Agreement shall be delivered to the Escrow Agent upon the opening of Escrow. Escrow Agent is empowered to act under these instructions. Agency and Athens shall promptly prepare, execute, and deliver to the Escrow Agent such additional escrow instructions consistent with the terms herein as shall be reasonably necessary. No provision of any additional escrow instructions shall modify this document without specific written approval of the modification(s) by both Athens and Agency.

D. (§ 404) Conditions To Closing.

1. Athens' Conditions to Closing Escrow.

Athens' acquisition of the Site via Closing of Escrow hereunder, shall, in addition to any other conditions set forth herein in favor of Athens, be conditional and contingent upon the satisfaction (or waiver by Athens), in its sole and absolute discretion, of each and all of the following conditions (collectively the "Athens' Conditions to Closing") within the time provided in the Schedule of Performance:

- (a) In accordance with Athens' rights to examine title pursuant to Section 406 below, Title shall be conveyed in a good condition subject only to those exceptions recited in the Deed (Attachment 6 hereto) and those exceptions to Title approved by Athens pursuant to Section 406, and the Title Company shall have agreed to issue a Title Policy in the amount of the Purchase Price, with such endorsements as may be required by Athens.

- (b) Agency shall have deposited into Escrow the executed Deed (Attachment 6).
- (c) Athens shall have approved, accepted or waived the environmental and physical condition of the entire Site and have accepted the Site free and clear of any rights of possession of tenants or any other persons or entities.
- (d) As of the Closing of Escrow, the City Agreements and the Other Agreements shall have been executed by the respective parties thereto, the Ordinances shall have been adopted by the City and the City and the Agency shall not be in default hereunder or in default under one of the City Agreements or the Other Agreements nor shall there be any event or occurrence which with the passage of time or giving of notice or both would constitute such a default by Agency or the City.
- (e) Agency shall have deposited into Escrow a certificate of non-foreign status ("FIRPTA Certificate") in such form as may be required by the Internal Revenue Service pursuant to Section 1445 of the Internal Revenue Code.
- (f) Agency shall have deposited funds into Escrow in the amount of Agency's share of the Escrow costs, title and transfer fees, each as determined by the Escrow Agent.
- (g) Agency shall have deposited into Escrow any approvals received from the DOF or other such documents relating to the PMP as reasonably needed by Athens for it to obtain a satisfactory condition of Title.
- (h) Athens' completion of its Site inspection pursuant to the Feasibility Period and approval of the Site's condition thereby.

Any written waiver by Athens of the foregoing conditions shall not require an amendment to this Agreement. In the event that Agency fails to satisfy Athens' foregoing conditions or defaults in the performance of its obligations hereunder, Athens may terminate this Escrow without any liability to Agency and receive back the refundable portion of the Deposit.

2. Agency's Conditions to Closing.

The Agency's obligation to deliver Title over the Site to Athens and close Escrow hereunder shall, in addition to any other conditions set forth herein, be conditional and contingent upon the satisfaction (or waiver by Agency), in its sole and absolute discretion, of each and all of the following conditions (collectively the "Agency's Conditions to Closing") within the time provided in the Schedule of Performance:

- (a) Athens shall have deposited into Escrow the Purchase Price.

- (b) The Required Approvals shall have been obtained, City shall have approved the final building plans for the Project, and upon payment of the normal City fees and posting of any required security at the Closing, Athens shall be in a position to pull a building permit and commence construction of the MRF/TS.
- (c) Athens shall have deposited into Escrow proof that Athens has obtained a sub-easement or license from the LADWP under which Athens may utilize the LADWP Easement area for Athens' use and occupation of the LADWP Easement area for MRF/TS parking and appurtenant uses.
- (d) Athens shall have deposited into Escrow proof that Athens has obtained a sub-easement or license from SCE under which Athens may utilize the SCE Easement area for Athens' use and occupation of the SCE Easement area for parking, vehicle circulation and appurtenant uses.
- (e) Athens shall not have made a transfer in violation of Section 303 hereof.
- (f) At the scheduled date for the Closing, Athens shall not be in default hereunder or in default under one of the other Agreements, nor shall there be an event or occurrence which, with the passage of time or giving of notice or both, would constitute such a default by Athens.
- (g) Athens shall have deposited into Escrow the fully executed CC&Rs in recordable form.
- (h) Athens shall have deposited the balance of the Deposit due from Athens to the Agency and Athens' share of the Escrow costs, title and transfer fees as determined by the Escrow Agent.
- (i) Athens' completion of its Site inspection pursuant to the Feasibility Period and approval of the Site's condition thereby.

Any written waiver by Agency of the foregoing conditions shall not require an amendment to this Agreement. In the event that Athens fails to satisfy Agency's foregoing conditions or defaults in the performance of its obligations hereunder, Agency may terminate this Escrow without any liability to Athens.

3. Procedures for Failure of Conditions(s) to Purchase Closing; Termination.

In the event one or more of Athens' Conditions to Closing or Agency's Conditions to Closing are not timely satisfied or waived by the benefited Party, the benefited Party shall have the right to terminate the Escrow and this Agreement. In such event, the terminating Party may,

in writing, demand return of its money (including any refundable portion of the Deposit, if the Athens is the terminating Party), papers, or documents from the Escrow Agent and shall deliver a copy of such demand to the non-terminating Party, which notice shall state the condition that has not been satisfied. No demand shall be recognized by the Escrow Agent until ten (10) days after the Escrow Agent shall have mailed copies of such demand to the non-terminating Party, and if no objections are raised in writing to the terminating Party and the Escrow Agent by the non-terminating Party within the ten (10) day period the Escrow Agent shall comply with the terminating Party's request. In the event the non-terminating Party timely objects, an additional thirty (30) day opportunity to cure or otherwise satisfy the unperformed conditions shall be provided and only if the unperformed condition remains unsatisfied at the end of said 30-day period shall the termination occur.

E. (§ 405) Closing Escrow.

1. Site Possession Delivered Concurrent with Closing.

Escrow shall close after satisfaction (or waiver by the benefited party) of all conditions to Closing, but not later than the date specified in the Schedule of Performance, unless extended by the mutual written agreement of the Parties or by an Enforced Delay. Possession of the Site (i.e., full Site possession rights appurtenant to full Title, as opposed to the license rights granted to Athens pursuant to the Feasibility Period) shall be granted to Athens concurrently with the Closing.

2. Escrow Agent to Advise of Costs.

On or before the date set in the Schedule of Performance, the Escrow Agent shall advise the Agency and Athens in writing of the fees, charges, and costs necessary to clear Title and close Escrow, and of any documents which have not been provided by said Party and which must be deposited in Escrow to permit timely Closing.

3. Deposits by Agency and Athens Prior to Closing.

On or before, but not later than, one (1) business day prior to the date set for the Closing in the Schedule of Performance, Agency shall deposit into Escrow (i) the Deed for the Site, executed and acknowledged by Agency; (ii) the executed and acknowledged CC&Rs; (iii) a certificate of non-foreign status; and (iv) payment to Escrow Agent of Agency's share of Escrow costs, title and transfer fees, each as determined by the Escrow Agent pursuant to Section 405.

On or before, but not later than, one (1) business day prior to the date set for the Closing in the Schedule of Performance, Athens shall deposit into Escrow (i) an estoppel certificate certifying that Agency has completed all acts, other than as specified, necessary for conveyance, if such be the fact; (ii) the executed and acknowledged CC&Rs; (iii) the Purchase Price; and (iv) payment to Escrow Agent of Athens' share of Escrow costs, title and transfer fees, each as determined by the Escrow Agent pursuant to Section 405.

Prior to the Closing Date, Athens and Agency shall execute and deliver a certificate ("Taxpayer ID Certificate") in such form as may be required by the IRS pursuant to Section 6045 of the Internal Revenue Code, or the regulations issued pursuant thereto, certifying as to the

description of the Site, date of Closing, gross price, if any, and taxpayer identification number for Athens and Agency. Prior to the Closing, Athens and Agency shall cause to be delivered to the Escrow Agent such other items, instruments and documents, and the Parties shall take such further actions, as may be necessary or desirable in order to complete the Closing. At the Closing neither Party shall be in breach of its obligations hereunder.

4. Recordation.

Upon the completion by the Agency and Athens of the deliveries and actions specified in these Escrow instructions precedent to Closing, the Escrow Agent shall be authorized to buy, affix and cancel any documentary stamps and pay any transfer tax and recording fees, if required by law, and thereafter cause to be recorded in the appropriate records of Los Angeles County, California, the Deed, the CC&Rs, and any other appropriate instruments delivered through this Escrow, if necessary or proper to vest Title in Athens in accordance with the terms and provisions herein. Concurrent with recordation, Escrow Agent shall deliver the Title Policy to Athens insuring Title and conforming to the requirements of Section 406. Following recordation, the Escrow Agent shall deliver copies of said instruments to Athens and Agency.

F. (§ 406) Title Matters.

1. Condition of Title at Closing.

At the Closing, Agency shall convey to Athens fee simple merchantable Title to the Site, subject only to: (i) this Agreement, the City Agreements and Other Agreements to the extent applicable, and the Deed; (ii) current taxes, a lien not yet payable; (iii) quasi-public utility, public alley and public street easements of record; (iv) the LADWP Easement and appurtenant rights-of-way and licenses; (v) the SCE Easement and appurtenant rights-of-way and licenses; and (vi) CC&Rs and other encumbrances and title exceptions approved by Athens pursuant to Section 406(3) below or required by this Agreement or the other Agreements. Agency shall convey Title pursuant to the Deed in the form set forth in Attachment 6 hereto.

2. Agency Not to Encumber Site.

Agency hereby warrants to Athens that it has not and will not, prior to Closing of Escrow, transfer, sell, hypothecate, pledge, or otherwise encumber the Site or any part thereof.

3. Approval of Title Exceptions Pursuant to Athens' Exercise of Option to Purchase.

At least sixty (60) days prior to the date of Closing, Athens shall obtain a preliminary title report for the Site dated no earlier than the date of this Agreement, including copies of all documents referenced therein. At least thirty (30) days prior to the date of Closing, Athens shall deliver to Agency written notice, with a copy to Escrow Agent, specifying in detail any significant exception disapproved by Athens and the reasons therefore ("Title Exceptions Notice"). Within seven (7) days after receiving said Title Exceptions Notice, Agency shall deliver written notice to Athens as to whether Agency will or will not cure the disapproved exceptions. If Agency elects not to cure the disapproved exceptions, Athens may terminate the Escrow but without any liability of Agency to Athens, or Athens may withdraw its earlier

disapproval. If Agency so elects to cure the disapproved exceptions, Agency shall notify Athens of its election in writing within and in such event the cure shall be completed on or before the Closing.

4. Exclusion of Oil, Gas, and Hydrocarbons.

Title shall be conveyed subject to the exclusion therefrom to the extent now or hereafter validly excepted and reserved by the parties named in deeds, leases and other documents of record of all oil, gas, hydrocarbon substances and minerals of every kind and character lying more than five hundred feet (500') below the surface, together with the right to drill into, through, and to use and occupy all parts of the Site lying more than five hundred feet (500') below the surface thereof for any and all purposes incidental to the exploration for and production of oil, gas, hydrocarbon substances or minerals from the Site but without, however, any right to use either the surface of the Site or any portion thereof within five hundred feet (500') of the surface for any purpose or purposes whatsoever.

5. Title Policy.

At the Closing, the Title Company shall furnish Athens with a standard C.L.T.A. Owner's Policy of Title Insurance (the "Title Policy") covering Athens' fee interest in the amount, at a minimum, equal to the Purchase Price, and wherein the Title Company shall insure that Title to the Site is vested in Athens, with no exception to such Title which has not been approved or waived by Athens in accordance with this Section. The Title Policy shall also include any available additional or extended coverage or endorsements that Athens has reasonably requested. Agency shall pay the title insurance premium for standard coverage for a C.L.T.A. policy and for any endorsements necessary to cure any disapproved title exceptions, and Athens shall pay for the premium for said additional or extended coverage, including but not limited to an A.L.T.A. policy or special endorsements or survey.

G. (§ 407) Physical and Environmental Condition of Site.

1. Athens' Approval of Physical and Environmental Condition; Site Assessment and Remediation.

Prior to the Closing, Athens and its employees, agents and contractors shall have the right to enter onto the Site to conduct soils, engineering, or other tests and studies, to perform preliminary work or for any other purposes to carry out the terms of this Agreement (including due diligence activities during the Feasibility Period pursuant to Section 304 hereof). Athens shall indemnify, defend and hold Agency harmless from and against any claims, injuries or damages arising out of any such Site entry or activity, provided that such indemnity shall not apply to Athens' discovery of Hazardous Materials. Any on-Site due diligence activities shall be undertaken only after securing any necessary permits from the appropriate governmental agencies.

During or prior to the commencement of the Feasibility Period, Agency shall deliver to Athens copies of all documents in the Agency's or City's possession concerning the physical and/or environmental condition of the Site (the "Site Documents"). Athens acknowledges that the Agency has performed Phase I and Phase II Site Assessments. Athens acknowledges receipt

of copies of said Site Assessments. Athens shall notify Agency whether Athens approves or disapproves the physical and/or environmental condition of the Site in accordance with Section 304 hereof.

2. Disclaimer of Warranties.

After expiration of the Feasibility Period and upon the Closing, Athens shall acquire the Site in its "AS-IS" condition and shall be responsible for any defects in the Site, whether patent or latent, including, without limitation, the physical, environmental and geotechnical condition of the Site, and the existence of any contamination, Hazardous Materials, vaults, debris, pipelines, or other structures located on, under or about the Site, and Agency makes no other representation or warranty concerning the physical, environmental, geotechnical or other condition of the Site, the suitability of the Site for the Project, or the present use of the Site, and Agency specifically disclaims all representations or warranties of any nature concerning the Site made by it, the City and their respective employees, agents and representatives except as otherwise provided in this Agreement and the City Agreements. The foregoing disclaimer includes, without limitation, topography, climate, air, water rights, utilities, soil, subsoil, existence of Hazardous Materials or similar substances, the purpose for which the Site is suited, or drainage. Agency makes no representation or warranty concerning the compaction of soil upon the Site, nor of the suitability of the soil for construction.

3. Hazardous Materials.

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

and all rights which said party may have with respect to such released claims under Section 1542 of the California Civil Code which provides as follows:

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

Athens and each of the entities constituting or related to Athens, shall, from and after the Closing, defend, indemnify and hold harmless Agency, City and their officers, directors, employees, agents and representatives (collectively, the “Indemnified Parties”) from and against any and all Environmental Claims, Environmental Cleanup Liability, Environmental Compliance Costs, and any other claims, actions, suits, legal or administrative orders or proceedings, demands or other liabilities resulting from any Hazardous Materials existing on the Site after Close of Escrow or the release or threatened release of any such Hazardous Materials onto the Site of any kind whatsoever, including, but not limited to, all foreseeable and unforeseeable damages, fees, costs, losses and expenses, including any and all attorneys' fees and environmental consultant fees and investigation costs and expenses, directly or indirectly arising therefrom, and including fines and penalties of any nature whatsoever, assessed, levied or asserted against any Indemnified Parties to the extent that the fines and/or penalties are the result of a violation or an alleged violation of any Environmental Law.

For purposes of this Section and the indemnities and releases hereof, the following terms shall have the following meanings:

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

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

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

“Environmental Law” means any federal, state or local statute, ordinance, rule, regulation, order, consent decree, judgment or common-law doctrine, and provisions and conditions of permits, licenses and other operating authorizations relating to (A)

pollution or protection of the environment, including natural resources, (B) exposure of persons, including employees, to Hazardous Materials or other products, raw materials, chemicals or other substances, (C) protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges or releases of chemical substances from industrial or commercial activities, or (D) regulation of the manufacture, use or introduction into commerce of chemical substances, including, without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and disposal.

“Hazardous Material” is defined to include any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority (other than the City or Agency), the State of California, or the United States Government. The term “Hazardous Material” includes, without limitation, any material or substance which is: (A) petroleum or oil or gas or any direct or derivate product or byproduct thereof; (B) defined as a “hazardous waste,” “extremely hazardous waste” or “restricted hazardous waste” under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (C) defined as a “hazardous substance” under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (D) defined as a “hazardous material,” “hazardous substance,” or “hazardous waste” under Sections 25501(j) and (k) and 25501.1 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (E) defined as a “hazardous substance” under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (F) “used oil” as defined under Section 25250.1 of the California Health and Safety Code; (G) asbestos; (H) listed under Chapter 11 of Division 4.5 of Title 22 of the California Code of Regulations, or defined as hazardous or extremely hazardous pursuant to Chapter 10 of Division 4.5 of Title 22 of the California Code of Regulations; (I) defined as waste or a hazardous substance pursuant to the Porter-Cologne Act, Section 13050 of the California Water Code; (J) designated as a “toxic pollutant” pursuant to the Federal Water Pollution Control Act, 33 U.S.C. § 1317; (K) defined as a “hazardous waste” pursuant to the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. (42 U.S.C. § 6903); (L) defined as a “hazardous substance” pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601); (M) defined as “Hazardous Material” pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 et seq.; or (N) defined as such or regulated by any “Superfund” or “Superlien” law, or any other federal, state or local law, statute, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials and/or underground storage tanks, as now, or at any time here-after, in effect.

Notwithstanding any other provision of this Agreement, Athens' release and indemnification as set forth in the provisions of this Section shall continue in perpetuity.

H. (§ 408) Costs of Escrow.

1. Allocation of Costs.

The Escrow Agent is authorized to allocate costs as follows: Athens shall pay its share of the cost of the Title Policy as provided in Section 406(5) above. Agency shall pay its share of

the cost of the Title Policy as provided in Section 406(5) above, as well as the documentary transfer tax and all recording fees, if applicable. Athens and Agency shall each pay one-half of all Escrow and similar fees, provided that if one Party defaults under this Agreement or cancels the Escrow through no fault of the other, the defaulting or canceling Party shall pay all Escrow fees and charges.

2. Prorations and Adjustments.

Ad valorem taxes and assessments on the Site and insurance for the current year shall be prorated by the Escrow Agent as of the date of Closing with the Agency responsible for those levied, assessed or imposed prior to Closing and Athens responsible for those after Closing. If the actual taxes are not known at the date of Closing, the proration shall be based upon the most current tax figures. When the actual taxes for the year of Closing become known, Athens and Agency shall, within thirty (30) days thereafter, reprorate the taxes in cash between the Parties.

3. Extraordinary Services of Escrow Agent.

It is understood that Escrow fees and charges contemplated by this Agreement incorporate only the ordinary services of the Escrow Agent as listed in these instructions. In the event that the Escrow Agent renders any service not provided for in this Agreement, or that the Escrow Agent is made a party to, or reasonably intervenes in, any litigation pertaining to this Escrow or the subject matter thereof, then the Escrow Agent shall be reasonably compensated for such extraordinary services and reimbursed for all costs and expenses occasioned by such default, controversy or litigation.

4. Escrow Agent's Right to Retain Documents.

Escrow Agent shall have the right to retain all documents and/or other things of value at any time held by it hereunder until such compensation, fees, costs and expenses shall be paid.

I. (§ 409) Responsibility of Escrow Agent.

1. Deposit of Funds.

All funds received in Escrow, if any, shall be deposited by the Escrow Agent in a special escrow account with any state or national bank doing business in the State of California and may not be combined with other escrow funds of Escrow Agent or transferred to any other general escrow account or accounts.

2. Notices.

All communications from the Escrow Agent shall be directed to the addresses and in the manner provided in Section 801 of this Agreement for notices, demands and communications between Agency and Athens.

3. Sufficiency of Documents.

The Escrow Agent is not to be concerned with the sufficiency, validity, correctness of form, or content of any document prepared outside of Escrow and delivered to Escrow. The sole duty of the Escrow Agent is to accept such documents and follow Athens' and Agency's instructions for their use.

4. Exculpation of Escrow Agent.

The Escrow Agent shall in no case or event be liable for the failure of any of the Conditions to Closing of this Escrow, or for forgeries or false personation, unless such liability or damage is the result of negligence or willful misconduct by the Escrow Agent.

5. Responsibilities in the Event of Controversies.

If any controversy documented in writing arises between Athens and Agency or with any third party with respect to the subject matter of this Escrow or its terms or conditions, the Escrow Agent shall not be required to determine the same, to return any money, papers or documents, or take any action regarding the Site prior to settlement of the controversy by a final decision by an arbitrator, by a court of competent jurisdiction, or by written agreement of the parties to the controversy, as the case may be. The Escrow Agent shall be responsible for timely notifying Athens and Agency of the controversy. In the event of such a controversy, the Escrow Agent shall not be liable for interest or damage costs resulting from failure to timely close Escrow or take any other action unless such controversy has been caused by the failure of the Escrow Agent to perform its responsibilities hereunder.

V. (§ 500) DEVELOPMENT OF THE SITE.

Provisions relating to development of the Site and the Project will be set forth in the Development Agreement. The provisions of the Development Agreement will be considered an integral part of the Site sale contemplated by this Agreement, such that the default of one agreement shall constitute a default of the other. Athens agrees and acknowledges that it shall be subject to any additional conditions set forth in the Development Agreement

VI. (§ 600) USES OF THE SITE.

A. (§ 601) Use For Materials Recovery Facility and Transfer Station.

Athens covenants and agrees for itself, its successors, its assigns and every successor in interest that during construction and thereafter, Athens and such successors and such assigns shall devote the Site to the uses specified therefor in the PMP and in this Agreement and the Agreements. Athens further agrees to commence and conduct business operations in accordance with the terms of the Franchise Agreement – Operations, to use, devote, and maintain the Site and each part thereof only for MRF/TS and appurtenant uses, subject to the restrictions contained in this Agreement and the other City Agreements. Nothing herein shall constitute a covenant for continuous operations. In general, Athens shall operate the business conducted by it on the Site in a prudent manner, exercising Athens' customary business practices and hours of operation, all as may be established in the Franchise Agreement – Operations.

B. (§ 602) Obligation to Refrain from Discrimination.

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

C. (§ 603) Form of Nondiscrimination and Nonsegregation Clauses.

Athens shall refrain from restricting the rental, sale, occupation or lease of any portion of the Site on the basis of race, color, creed, religion, sex, sexual preference, marital status, ancestry or national origin of any person. All such deeds, leases, contracts or other transactions shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

1. Deeds.

In Deeds the following language shall appear: "The grantee herein covenants by and for himself or herself or itself, his or her or its heirs, executors, administrators, and assigns, and all persons claiming under or through him or her or it, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee, or any persons claiming under or through him or her or it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

2. Leases.

In any Leases the following language shall appear: "The lessee herein covenants by and for himself or herself or itself, his or her or its heirs, executors, administrators and assigns, and all persons claiming under or through him or her or it, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee, or any person claiming under or through him or her or it, establish or permit any such practice or practices, of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased."

3. Contracts.

Any contracts which Athens or Athens' heirs, executors, administrators, or assigns propose to enter into for the sale, transfer, or leasing of the Site shall contain a nondiscrimination

and nonsegregation clause substantially as set forth in this Section. Such clause shall bind the contracting party and subcontracting party or transferee under the instrument.

D. (§ 604) Covenants Run with Land; Effect of Covenants.

1. Covenants Run with the Land.

- (a) All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the Parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees, and all other persons acquiring any rights or interests in the Site, or any portion thereof, whether by operation of laws or in any manner whatsoever and shall inure to the benefit of the parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns;
- (b) All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law; and
- (c) Each covenant to do or refrain from doing some act on the Site hereunder (i) is for the mutual benefit and burden of, and is a burden upon, the Site and every portion thereof, (ii) runs with such lands, and (iii) is binding upon each Party and each successive owner during its ownership of the Site or any portion thereof, and each person having any interest therein derived in any manner through any owner of such lands, or any portion thereof, and each other person succeeding to an interest in such lands.

2. Agency Beneficiary.

Agency is deemed a beneficiary of the terms and provisions of this Agreement and of the restrictions and covenants running with the land for and in its own right for the purposes of protecting the interests of the community in whose favor and for whose benefit the covenants running with the land have been provided. The covenants in favor of Agency shall run without regard to whether Agency has been, remains or is an owner of any land or interest therein in the Site or in the PMP. Agency shall have the right, if any of the covenants set forth in this Agreement which are provided for its benefit are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it may be entitled. With the exception of the City, no other person or entity shall have any right to enforce the terms of this Agreement under a theory of third-party beneficiary or otherwise. The covenants running with the land and their duration are set forth herein, in the Deed, in the other Agreements, and the CC&Rs.

VII. (§ 700) DEFAULTS, REMEDIES, TERMINATION, AND LITIGATION.

A. (§ 701) Defaults and Right to Cure.

Subject to any Enforced Delay, failure or delay by either Party to timely perform any covenant of this Agreement constitutes a default under this Agreement, but only if the Party who so fails or delays does not commence to cure, correct or remedy such failure or delay within thirty (30) days after receipt of a written notice specifying such failure or delay, and does not thereafter prosecute such cure, correction or remedy with diligence to completion; provided that if the default is an immediate danger to the health, safety and general welfare, then the injured Party may specify a shorter period and require immediate action, as may be reasonable under the circumstances.

The injured Party shall give written notice of default to the Party in default, specifying the default complained of by the injured Party. Except as required to protect against further damages, the injured party may not institute proceedings against the Party in default until thirty (30) days after giving such notice, except if a shorter time applies as specified above in this Section 701. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

Except as otherwise provided in this Agreement, waiver by either Party of the performance of any covenant, condition, or promise shall not invalidate this Agreement, nor shall it be considered a waiver of any other covenant, condition, or promise. Waiver by either Party of the time for performing any act shall not constitute a waiver of time for performing any other act or an identical act required to be performed at a later time. The delay or forbearance by either party in exercising any remedy or right as to any default shall not operate as a waiver of any default or of any rights or remedies or to deprive such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

B. (§ 702) Legal Actions.

1. Institution of Legal Actions.

In addition to any other rights or remedies, and subject to the requirements of Section 701, either Party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. Legal actions must be instituted and maintained in the Superior Court of the County of Los Angeles, State of California, in any other appropriate court in that county.

2. Applicable Law and Forum.

The internal laws of the State of California shall govern the interpretation and enforcement of this Agreement without regard to conflict of law principles.

3. Acceptance of Service of Process.

In the event that any legal action is commenced by Athens against Agency, service of

process on Agency shall be made by personal service upon the Executive Director or Secretary of Agency, or in such other manner as may be provided by law. In the event that any legal action is commenced by Agency against Athens, service of process on Athens shall be made in such manner as may be provided by law and shall be valid whether made within or without the State of California.

C. (§ 703) Rights and Remedies are 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 its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

D. (§ 704) Specific Performance.

In addition to any other remedies permitted by this Agreement, if subsequent to the Closing either Party defaults hereunder by failing to perform any of its obligations herein, the other Party shall be entitled to seek the judicial remedy of specific performance. In this regard, Athens specifically acknowledges that Agency is entering into this Agreement for the purpose of assisting in the redevelopment of the Site and not for the purpose of enabling Athens to speculate in real property. Notwithstanding any other provision set forth in this Agreement to the contrary, in no event shall Agency have a right prior to the Closing to seek specific performance or other equitable relief to compel Athens to close the Escrow or proceed with development of the Project.

E. (§ 706) Attorneys' Fees.

If either Party to this Agreement is required to initiate or defend any action or proceeding in any way arising out of the Parties' agreement to, or performance of this Agreement, or is made a Party to any action or proceeding by the Escrow Agent or other third party, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees from the other. As used herein, the "prevailing party" shall be the Party determined as such by a court of law pursuant to the definition in Code of Civil Procedure Section 1032(a)(4), as it may be subsequently amended. Attorneys' fees shall include attorneys' fees on any appeal, and in addition a Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

F. (§ 707) Defense of Actions; Indemnity.

1. Non-liability of Agency for Entitlements.

As set forth above, Agency has determined that this Agreement is consistent with the General Plan, the PMP, and zoning applicable to the Site and that the development approvals meet all of the legal requirements of state law. The Parties acknowledge that:

- (a) In the future there may be challenges to legality, validity and adequacy of the General Plan, PMP, any applicable specific plan, the development approvals and/or this Agreement or other City Agreements; and
- (b) If successful, such challenges could delay or prevent the performance of this Agreement and the development of the Project.

In addition to the other provisions of this Agreement, including, without limitation, the provisions of this Section 707, Agency shall have no liability under this Agreement for the inability of Athens to develop the Site as contemplated by this Agreement as the result of a judicial determination that on the Effective Date, or at any time thereafter, the General Plan, any applicable specific plan, the development approvals, this Agreement or other City Agreements or portions thereof, are invalid or inadequate or not in compliance with law.

2. Participation in Litigation: Indemnity.

(A) *General Indemnity Obligations of Athens.* Athens agrees to indemnify Agency, City and their elected boards, commissions, officers, agents and employees and will hold and save them and each of them harmless from any and all actions, suits, claims, liabilities, losses, damages, penalties, obligations and expenses (including but not limited to attorneys' fees and costs) against the City and/or Agency for any Claims or Litigation which arise during the Term of this Agreement directly relating to Athens' occupancy of, or activities on, the Site. City or Agency shall promptly provide Athens with notice of the pendency of any such Claims or Litigation and request that Athens defend the same. If City or Agency fails promptly to notify Athens of any such Claims or Litigation or fails to cooperate fully in the defense thereof, Athens shall not, thereafter, be responsible to defend, indemnify, or hold harmless City/Agency. Claims or Litigation may be defended by the City Attorney's office or use legal counsel of the City's choosing, but Athens shall reimburse City or Agency, as appropriate, for any reasonable legal costs incurred by City/Agency. In any case neither City nor Agency shall have liability to Athens. Athens' obligation to pay the defense cost shall extend until judgment and thereafter through any appeals. In the event of an appeal or a settlement offer, the Parties will confer in good faith as to how to proceed, and the resolution of any such appeal and the Parties' response to any such settlement offer shall require the consent of both Parties, which consent shall not be unreasonably withheld, conditioned or delayed.

(B) *Protections for Athens & City In Case of Settlement.* After two (2) years have elapsed from the filing of any court action on any Claims or Litigation without resolution of such action, the Parties agree to meet and confer within thirty (30) days, and to continue to meet and confer for a period of up to six (6) months thereafter (the "Settlement Negotiation Period"), to work in good faith towards a proposed settlement offer to the counterparties in such Claims or Litigation, and negotiate such settlement to a mutually satisfactory resolution (a "Settlement"). Each Party shall be reasonable in its approval or disapproval of any proposed Settlement. Upon the expiration of the Settlement Negotiation Period, if the Parties are unable to agree upon a mutually-acceptable Settlement proposal to the counterparty(ies), then the City/Agency shall have the unilateral right to settle such Claims or Litigation brought against it in its sole and absolute discretion. If Athens opposes the terms of the Settlement entered into by the

City/Agency, then Athens may elect, in its sole and absolute discretion, to either (a) terminate this Agreement, in which event any amounts paid by Athens to the City under the Reimbursement Agreement (or any amendments thereto) and not actually expended by the City or Agency for the purposes set forth therein will be returned to Athens, and the Parties shall have no further obligations to one another under this Agreement, or (b) agree to proceed with the Project, as modified by the Settlement.

In the event that Athens agrees to proceed with the Project, but the Settlement would result in a material adverse change in the density or intensity of the Project (as reasonably determined by the Parties), then the following amounts shall be returned to Athens by the City/Agency: (i) any amounts paid by Athens to the City under the Reimbursement Agreement (or any amendments thereto) and not actually expended by the City/Agency for the purposes set forth therein will be returned to Athens, and (ii) any documented Aggregate Entitlements Defense Costs (defined below) actually paid by Athens to the City Attorney or other designated legal representatives of the City/Agency in the subject litigation.

(C) *Cap on Legal Defense Costs.* Notwithstanding anything to the contrary set forth herein, if at any time the aggregate costs of attorneys' fees (including those of the City Attorney), court costs and/or consultant fees incurred in the course of defending the legality, validity or adequacy of this Agreement, Project development approvals, or other actions of City or Agency pertaining to the approval of the Project (the "Aggregate Entitlements Defense Costs"), equal or exceed the amount of (i) One Million Dollars (\$1,000,000) *less* (ii) the aggregate amount of any costs actually paid from the "Sixth Deposit" per that Amendment No. 4 to Project Reimbursement Agreement dated September 23, 2015, or paid from the "Seventh Deposit" per that Amendment No. 5 to Project Reimbursement Agreement dated March 9, 2016 and not otherwise returned to Athens as set forth in this Section, *then* Athens shall have the right (but not the obligation) at any time to terminate this Agreement and the Development Agreement. Any portion of the Sixth Deposit or Seventh Deposit not actually expended by the City/Agency for the purposes set forth in the Reimbursement Agreement will be returned to Athens, and the Parties shall have no further obligations to one another under this Agreement. Nothing in this paragraph shall be construed as limiting or waiving, in whole or part, Athens' indemnity or hold harmless obligations to the City with respect to damages or other costs for Claims or Litigation that do not qualify as Aggregate Entitlements Defense Costs.

(D) *Rolling Extensions for Legal Defense Expenditures.* Athens shall automatically receive a one (1)-year Rolling Extension under the Franchise Agreement – Trash Collection and Street Sweeping for every Two Hundred Thousand Dollars (\$200,000) of Aggregate Entitlements Defense Costs, with any costs actually paid from the Sixth and Seventh Deposits and not otherwise returned to Athens counting towards such \$200,000 threshold. The parties shall not exceed five (5) years of cumulative Rolling Extensions, it being understood that the Rolling Extensions granted pursuant to this clause (4) may not be terminated by the City excepting in the case of a default by Developer of this Agreement, the Development Agreement, the Reimbursement Agreement, or any other Project-related Agreement that would otherwise permit the City to terminate the applicable agreement(s) in accordance with its/their terms), are not discretionary in nature, and shall apply without regard to whether the MRF/TS is ultimately developed by Athens.

3. Survival of Indemnity Obligations.

All indemnity provisions set forth in this Agreement shall survive termination of this Agreement for any reason other than Agency's Default.

VIII. (§ 800) GENERAL PROVISIONS.

A. (§ 801) Notices, Demands and Communications Between the Parties.

Except as expressly provided to the contrary herein, any notice, consent, report, demand, document or other such item to be given, delivered, furnished or received hereunder shall be deemed given, delivered, furnished, and received when given in writing and personally delivered to an authorized agent of the applicable party, or upon delivery by the United States Postal Service, first-class registered or certified mail, postage prepaid, return receipt requested, or by a national "overnight courier" such as Federal Express, at the time of delivery shown upon such receipt; in either case, delivered to the address, addresses and persons as each party may from time to time by written notice designate to the other and who initially are:

If to Athens: Athens Services
P.O. Box 6009
City of Industry, CA 91716-0009
Attention: President

With copy to: Gibson, Dunn & Crutcher LLP
333 South Grand Avenue, Suite 4900
Los Angeles, CA 90071
Attention: Amy Forbes

If to Agency: Successor Agency to the Irwindale
Community Redevelopment Agency
5050 North Irwindale Avenue
Irwindale, CA 91706

With copy to: Aleshire & Wynder, LLP
18881 Von Karman Avenue, Suite 400
Irvine, CA 92612
Attention: Fred Galante, Agency Counsel

B. (§ 802) Nonliability of City and Agency Officials and Employees; Conflicts of Interest; Commissions.

1. Personal Liability.

No member, official, employee, agent or contractor of City or Agency shall be personally liable to Athens in the event of any default or breach by Agency or for any amount which may become due to Athens or on any obligations under the terms of the Agreement; provided, it is understood that nothing in this Section 802 is intended to limit Agency's liability.

2. Conflict of Interest, Warranty, and Representation of Non-Collusion.

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

3. Commissions.

Agency has not retained any broker or finder or paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement. Agency shall not be liable for any real estate commissions, brokerage fees or finders' fees which may arise from this Agreement, and Athens agrees to hold Agency harmless from any claim by any broker, agent, or finder retained by Athens. Agency agrees to hold Athens harmless from any claim by any broker, agent, or finder retained by Agency.

C. (§ 803) Enforced Delay: Extension of Times of Performance.

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

Notwithstanding the foregoing, in addition to specific provisions of this Agreement, performance by either Party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; supernatural causes; acts of the "public enemy"; epidemics; quarantine restrictions; freight embargoes; lack of transportation; subsurface conditions on the Site and unknown soils conditions; governmental restrictions or priority litigation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier; acts of the other Party; acts or the failure to act of a public or governmental agency or entity (except that acts or the failure to act of Agency shall not excuse performance by Agency); or any other causes beyond the reasonable control or without the fault of the party claiming an extension of time to perform. In the event of such a delay (herein "Enforced Delay"), the Party delayed shall continue to exercise reasonable diligence to minimize the period of the delay. An extension of time for any such cause shall be limited to the period of the enforced delay, and

shall commence to run from the time of the commencement of the cause, provided notice by the Party claiming such extension is sent to the other party within fifteen (15) days of the commencement of the cause. Failure to provide such notice shall constitute a waiver of the claim.

Athens' failure to obtain financing for the Project shall not be considered an event or cause beyond the control of Athens, and shall not entitle Athens to an extension of time to perform.

Times of performance under this Agreement may also be extended by mutual written agreement by Agency and Athens. The Executive Director of Agency shall have the authority on behalf of Agency to approve such extensions of time.

D. (§ 804) Books and Records.

1. Athens to Keep Records.

Athens shall prepare and maintain all books, records and reports reasonably necessary to substantiate Athens' compliance with the terms of this Agreement or reasonably required by the Agency.

2. Right to Inspect.

The Agency and City shall have rights to inspect Athens' books, records and reports in accordance with the terms and provisions of the Other Agreements.

3. Ownership of Documents.

Copies of all drawings, specifications, reports, records, documents and other materials pertaining to the condition of the Site prepared by Athens, its employees, agents and subcontractors, in the performance of this Agreement, which documents are in the possession of Athens and are not confidential shall be delivered to Agency upon written request in the event of a termination of this Agreement, and Athens shall have no claim for additional compensation as a result of the exercise by Agency of its rights hereunder. The Agency shall have an unrestricted right to use such documents and materials as if it were in all respects the owner of the same, provided, however, that (i) Agency shall have no rights of reliance thereon, and (ii) Athens makes no warranty or representation regarding the completeness, accuracy or sufficiency of such documents, and Athens shall have no liability therefor or in connection therewith. Notwithstanding the foregoing, the Agency shall not have any right to sell, license, convey or transfer the documents and materials to any third party, or to use the documents and materials for any other site, except in the case of a termination of this Agreement due to default of Athens.

E. (§ 805) Assurances to Act in Good Faith.

Agency and Athens agree to execute all documents and instruments and to take all action, including deposit of funds in addition to such funds as may be specifically provided for herein, and as may be reasonably required in order to consummate conveyance and development of the Site as herein contemplated, and shall use their commercially reasonable efforts, to accomplish

the closing and subsequent development of the Site in accordance with the provisions hereof. Agency and Athens shall each diligently and in good faith pursue the satisfaction of any conditions or contingencies subject to their approval.

F. (§ 806) Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The Section headings are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Agreement. This Agreement includes all attachments attached hereto, which are by this reference incorporated in this Agreement in their entirety.

G. (§ 807) Entire Agreement, Waivers and Amendments.

This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and this Agreement supersedes all negotiations and previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement, unless specified otherwise herein, must be in writing and signed by the appropriate authorities of Agency or Athens, as applicable, and all amendments hereto must be in writing and signed by the appropriate authorities of Agency and Athens. Agency's Executive Director shall be authorized to approve and execute minor non-substantive amendments to this Agreement as may be requested by Athens' lender in relation to the protection of such lender's security interest in the Site, without formal approval of the Agency Board of Directors.

H. (§ 808) Severability.

In the event any term, covenant, condition, provision or agreement contained herein is held to be invalid, void or otherwise unenforceable, by any court of competent jurisdiction, such holding shall in no way affect the validity or enforceability of any other term, covenant, condition, provision or agreement contained herein.

I. (§ 809) Time for Acceptance of Agreement by Agency.

This Agreement, when executed by Athens and delivered to Agency, must be authorized, executed and delivered by Agency, not later than the time set forth in the Schedule of Performance. After execution by Athens, this Agreement shall be considered an irrevocable offer until such time the Agreement is vested with an Effective Date.

J. (§ 810) Execution.

1. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.
2. Agency represents and warrants that: (i) it is a political subdivision duly organized and existing under the laws of the State of California; (ii) by proper action of Agency, Agency has been duly authorized to execute and deliver this Agreement, acting by and through

its duly authorized officers; and (iii) the entering into this Agreement by Agency does not violate any provision of any other City Agreement to which Agency is a party.

3. Athens represents and warrants that: (i) it is duly organized and existing under the laws of the State of California; (ii) by proper action of Athens, Athens has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers; and (iii) the entering into this Agreement by Athens does not violate any provision of any other agreement to which Athens is a party.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of execution by the Agency.

ATHENS
ARAKELIAN ENTERPRISES, INC., dba
ATHENS SERVICES, a California Corporation

By: _____
Ron Arakelian, Jr.,
Board Chairman

By: _____
Michael Arakelian,
Vice President/Secretary

CITY
CITY OF IRWINDALE

By: _____
Mark Breceda, Mayor

ATTEST:

Deputy City Clerk

AGENCY
THE CITY OF IRWINDALE IN ITS CAPACITY
AS SUCCESSOR TO THE IRWINDALE
COMMUNITY REDEVELOPMENT AGENCY

By: _____
Mark Breceda, Chairperson

ATTEST:

Agency Assistant Secretary

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

City Attorney and Agency Counsel

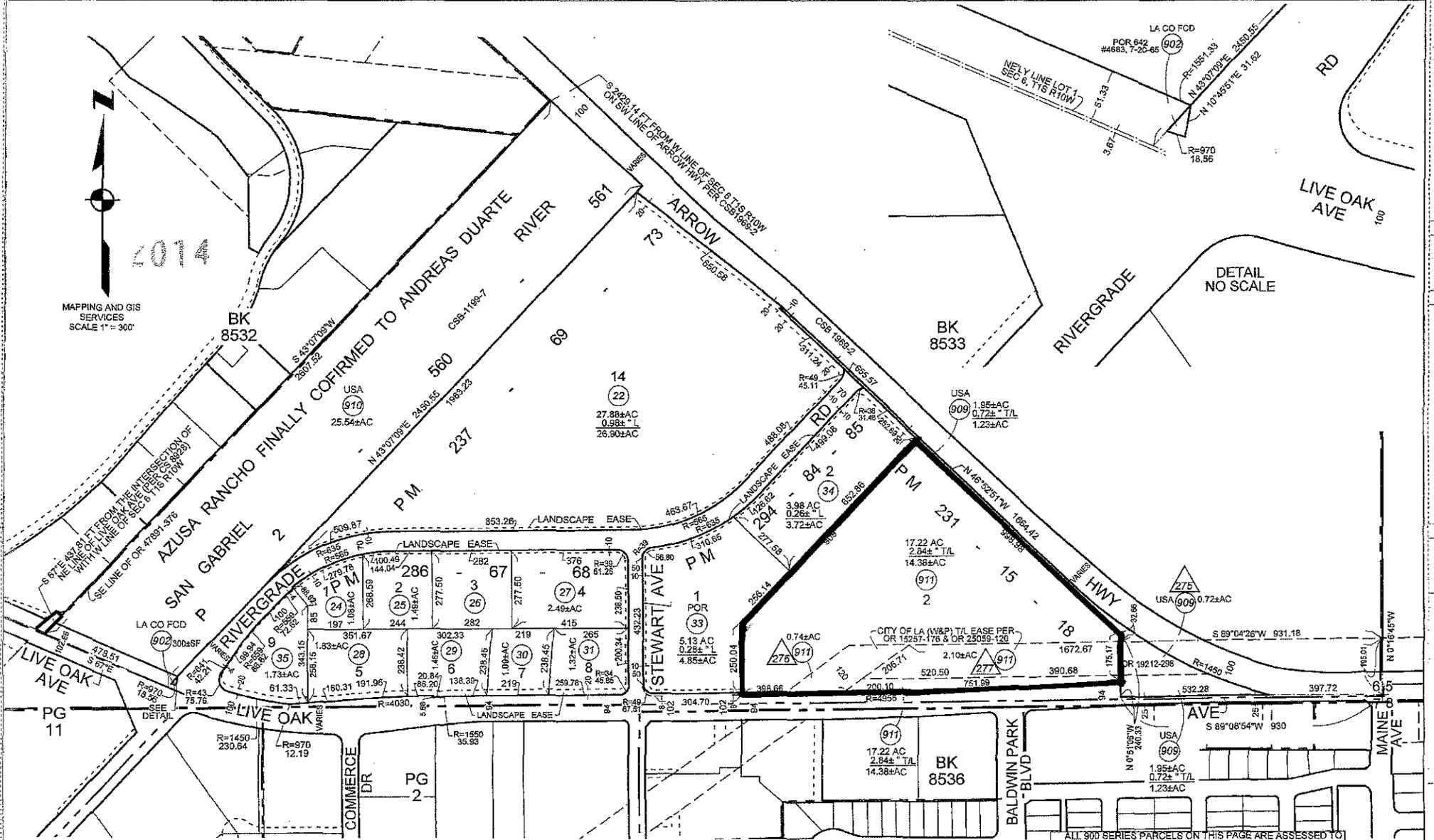
Attachment 1: Legal Description/Depiction of Site

LEGAL DESCRIPTION

Real property in the City of Irwindale, County of Los Angeles, State of California, described as follows:

PARCEL 2 OF PARCEL MAP NO. 22152, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 231 PAGES 15 THROUGH 18 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

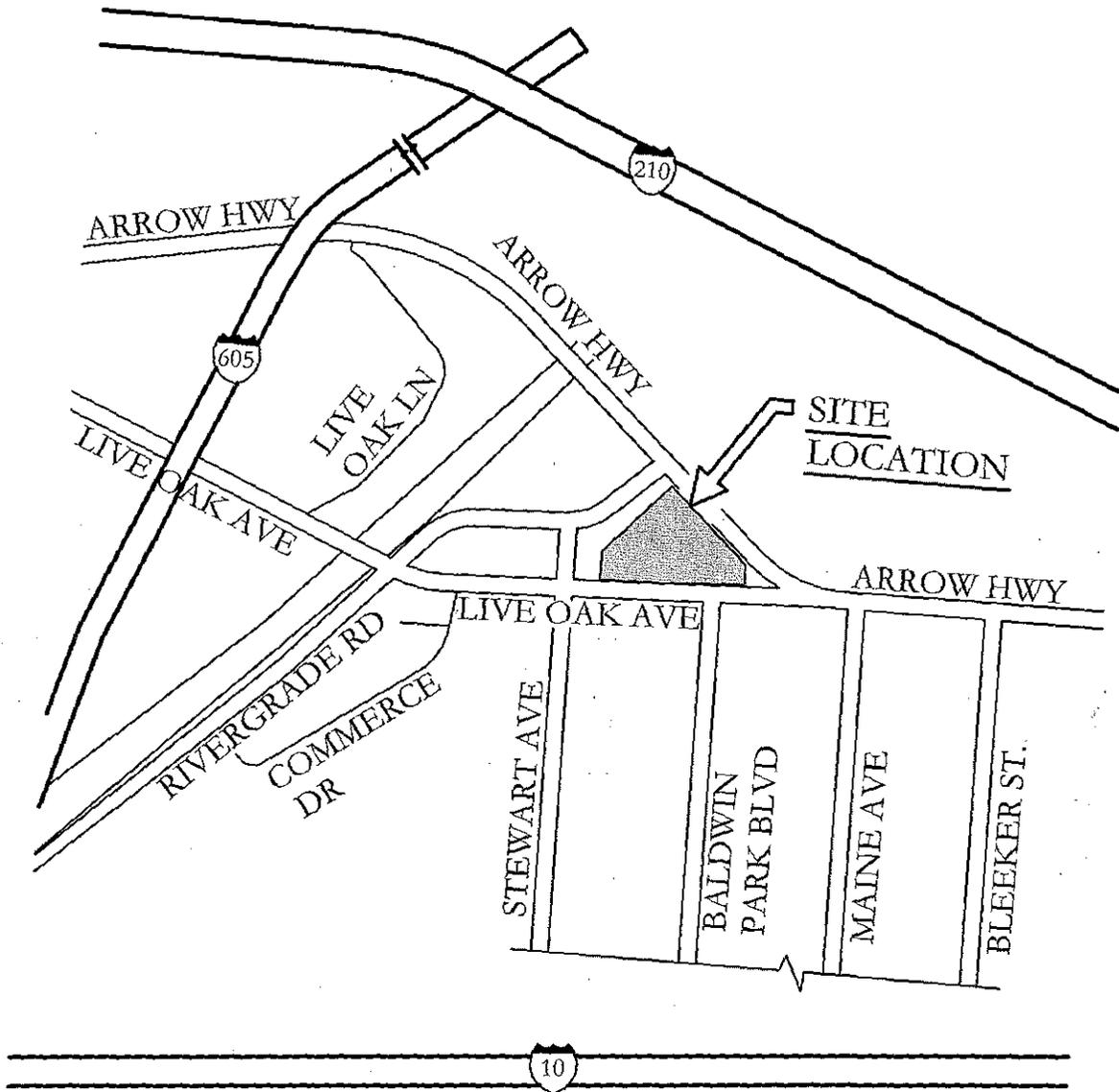
APN: 8535-001-911



Date Printed: 12/10/2013 8:58:48 AM
Date Saved: 12/5/2013 4:19:47 PM

ALL AREAS ON THIS PAGE ARE NET EXCEPT THOSE TABLED

ALL 900 SERIES PARCELS ON THIS PAGE ARE ASSESSED TO IRWINDALE SUCCESSOR AGENCY, AS SUCCESSOR TO IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, UNLESS OTHERWISE NOTED.



VICINITY MAP



ATHENS - IRWINDALE
Material Recovery Facility & Transfer Station

Attachment 2: LADWP Easement Legal Depiction

At least three months having elapsed after publication of such notice of default, Trustee shall give notice of sale as then required by law, and without demand on Trustee, shall sell said property at the time and place so notified by it in said notice of sale, either as a whole or in separate parcels and in such order as Trustee may determine, at public auction, at public auction, at public auction, for such in lawful money of the United States, payable in full of said debt. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time hereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to each purchaser in due conveyance the property so sold, but without any warranty, express or implied. The proceeds in such deed of any mortgage or debts shall be conclusive proof of the truthfulness hereof. Any person, including Trustee, Trustee, or Beneficiary as hereinafter defined, who purchases at such sale shall be conclusively presumed to have purchased in good faith.

10. Trustee shall apply the proceeds of sale in payment of (1) the expenses of such sale, together with the reasonable expenses of this Trust, including legal fees, and (2) the following amounts based upon the amount secured hereby and remaining unpaid: \$ 2000 on the first \$1000 received, \$ 200 on the next \$1000 received, and \$ 1000 on the balance thereof, and sum to include interest (see if any are accrued) (3) out of any amount and/or evidence of this proceeds in connection with such sale; (4) all sums expended under the terms hereof, not then repaid, with accrued interest at the rate of 6% per annum; (5) all other sums then secured hereby, and (6) the remainder, if any, to the person or persons legally entitled thereto.

11. Beneficiary may at any time and from time to time by instrument in writing substitute and appoint a successor or successors (either corporate or individual) to any trustee named herein or hereunder, which instrument when accepted, acknowledged, and recorded in the office of the Recorder of the County or Counties where and property is situated, shall be conclusive proof of the proper substitution and appointment of such successor Trustee or Trustees, who shall have all the title, estate, powers, duties, rights, and privileges of the predecessor Trustee, without the necessity of any conveyance from such predecessor.

12. The standing of the executor of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived.

13. The trust created hereby is irrevocable by Trustee.

14. This Deed of Trust applies to, inure to the benefit of, and binds all parties herein, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term beneficiary shall include not only the original Beneficiary hereunder but also any future owner and holder, including assignees, of the note secured hereby. In this Deed, whenever the word or words, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. All obligations of such Trustee hereunder are joint and several.

15. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated hereby in any way, except as to the proceeds of pending sale under other Deed of Trust or of any action or proceeding in which Trustee, Beneficiary, or Trustee shall be a party unless directed by Trustee.

THE UNDERSIGNED TRUSTOR REQUESTS that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the mailing address opposite his signature hereto. Failure to insert such address shall be deemed a waiver of any request hereunder for a copy of such notices.

Mailing Address for Notices
Street and Number City and State
1610 Handall Ogdendale, Calif

Signature of Trustor
Walter Anslinger
Walter G. Anslinger
Pheral G. Anslinger

State of California, County of Los Angeles.)ss: On this 8th day of September, 1937, before me, Gladys McKee, a Notary Public in and for said County, personally appeared Walter G. Anslinger and Pheral G. Anslinger, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same.

WITNESS my hand and official seal. Gladys McKee, Notary Public
(Notarial Seal) In and for said County and State.

Indexed as Trust Deed and Assignment of Rent.
#615 Copy of original recorded at request of Title Trust Co Sep 25 1937 8:00 A.M.
Copyright 1937 Compared C.L. Logan, County Recorder, Ry
88.00-44 T.

DECLARATION OF HOMESTEAD (WIFE)

KNOW ALL MEN BY THESE PRESENTS: That I, MILDRED R. DAWSON, do hereby certify and declare that I am a married woman; that my husband's name is EDWIN M. DAWSON; that my husband has not made any declaration of homestead, and I therefore make this declaration for the joint benefit of myself and husband; that I do now at the time of making this declaration, actually reside with my family, consisting of my said husband Edwin M. Dawson and my minor daughter, Margie R. Dawson, aged 2 years, on the land and premises described as follows: Lot 83 of Tract No. 2871, in the County of Los Angeles, State of California, as per map recorded in Book 33, Page 98 of Maps, in the office of the County Recorder of said County; THAT it is my intention to use and claim the said lot of land and premises above described, together with the dwelling house thereon, and its appurtenances, as a homestead, and I do hereby select, declare and claim the same as a homestead; THAT the actual cash value of said property I estimate to be \$3500.00.

WITNESS my hand this 27th day of September, 1937. Mildred R. Dawson,

State of California, County of Los Angeles.)ss: On this 27th day of September, 1937, before me, Ida M. Murphy, a Notary Public in and for said County, personally appeared MILDRED R. DAWSON, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that she executed the same.

WITNESS my hand and official seal. Ida M. Murphy, Notary Public
(Notarial Seal) In and for said County and State.

#768 Copy of original recorded at request of Claimant Sep 27 1937 10:51 AM
Copyright 1937 Compared C.L. Logan, County Recorder, Ry
81.00-4 M.

EASEMENT DEED (CORPORATION)

UNITED CONCRETE PIPE CORPORATION, a corporation, organized and existing under and by virtue of the laws of the State of Nevada, for and in consideration of the sum of Thirty-two Hundred and no/100 DOLLARS (\$2200.00) lawful money of the United States, paid by the Department of Water and Power of the City of Los Angeles, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells and conveys unto THE CITY OF LOS ANGELES, a municipal corporation of the State of California, its successors and assigns, those permanent and exclusive easements and right of way to construct, recon-

15257 / 176-OR

15257 / 176-OR

construct, maintain, operate, renew and enlarge lines of poles, towers, wires, cables, and/or any other structures, including ground wires, both overhead and/or under ground necessary or convenient for the construction, maintenance, operation, regulation and/or grounding of electrical transmission lines for the purpose of transmitting, distributing, regulating, using and controlling electrical energy, together with the right and easement for roads, ingress, egress and other convenient purposes needed or desired at any time by the Grantee, and the right and easement to construct, reconstruct, maintain and operate same and to clear and keep said real property free from explosives, buildings, structures, brush and natural wood growth and inflammable materials for the protection from fire and/or other hazards; in, under, upon, over and across all that certain real property situate in the County of Los Angeles, State of California, bounded and described as follows:

All that portion of the SE 1/4 of Section 6, Township 1 South, Range 10 West, T.1S.R.14W N. lying within the boundaries of a strip of land 120 feet in width, the side lines of said strip of land being parallel with and lying 60 feet on each side of, measured at right angles to, a center line described as follows, to-wit:

Beginning at a point in the south line of said Section 6, said point being N. 89° 30' 33" E 594.78 feet, measured along said line, from the Southwest corner of said Section 6; thence from said point of beginning N. 54° 42' 14" East 2421.18 feet to a point; thence N. 89° 28' 21" East, 74.87 feet to a point in the east line of said section said line being the center line of Maine Avenue, said last mentioned point being N. 0° 07' 20" West, 1383.39 feet measured along said line from the Northeast corner of said Section 6; the side lines of said strip of land to be prolonged and shortened respectively so as to begin and terminate in the lines in which the above described center line begins and terminates.

TOGETHER with all necessary and/or convenient means of ingress and egress to and from said above described real property for the uses and purposes and the exercising of the rights herein granted and conveyed.

EXCEPTING AND RESERVING unto the grantor, its successors and assigns, the right to pass to and fro, over and across said lands and the right to construct, reconstruct, maintain and operate such railroads or railroad tracks, roadways, pipe lines or like means of conduit, as said grantor, its successors or assigns may deem necessary, convenient or desirable for its own benefit or use over, upon, under and across said herein described real property, together with such grazing, agricultural and mineral rights and the right to maintain, cultivate, irrigate, use, plant and replant said real property with orchards, groves, vineyards or plants to a height not exceeding twenty-five feet, and erect non-inflammable fences; or if necessary or convenient to give to any third person, firm or corporation the right to do those things which said grantor hereby expressly excepts and reserves to itself; always provided, however, said grantor, in the exercise of the rights herein excepted and reserved or any thereof, shall not in anywise whatsoever interfere with or prohibit the free and complete use and enjoyment by the grantee, its successors or assigns of the rights and/or easements hereby granted and conveyed and provided, further, that no building or other structure and no inflammable fence, material or explosive of any nature or kind shall be placed, maintained or erected upon any portion of the above described real property by the grantor, its successors or assigns, except as herein otherwise specifically provided.

It is further provided, that no other easement thereon shall be given by the grantor, to any third person, firm or corporation, except for such purposes as are herein specifically and expressly reserved, without the written consent of said grantee.

TO HAVE AND TO HOLD the above mentioned easements and rights unto the City of Los Angeles, its successors and assigns forever.

IN WITNESS WHEREOF, said corporation has caused these presents to be executed by its officers thereunto duly authorized and affixed its corporate seal hereto, this 14th day of December, 1936.
(Corporate Seal)

UNITED CONCRETE PIPE CORPORATION,
By T. P. Polich, Vice President,
And D. L. Roberts, Secretary.

State of California, County of Los Angeles last On this 14th day of December, 1936, before me, Margaret R. Donnelley, a Notary Public in and for said County, duly commissioned personally appeared T. P. Polich, known to me to be the Vice President and D.L. Roberts, known to me to be the Secretary of UNITED CONCRETE PIPE CORPORATION, the Corporation

that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same. WITNESS my hand and official seal.
(Notarial Seal) Margaret R. Donnelly, Notary Public
in and for said County and State.

Approved as to form this 22 day of Feb, 1937 Jay L. Chuzetro, City Attorney, By
Russell E. Jarvis, Deputy. Right of Way & Land Div. Clearance Approved
By Ford Hendricks, Description, correct, E. F. Scattergood, Chief Electrical Eng'r. and
Gen. Mgr. By Ray E. Ballinger,

RESOLVED, that deed executed by UNITED CONCRETE PIPE CORPORATION of date
December 14, 1936, conveying to The City of Los Angeles, for a consideration of \$2200.00
an easement over certain real property situate in the County of Los Angeles, State of
California, more particularly described in said deed, is, and the same is hereby accepted.

I HEREBY CERTIFY, that the foregoing is a full, true and correct copy of a
resolution adopted by the Board of Water and Power Commissioners of The City of
Los Angeles, at its meeting of Feb 25, 1937.
(Dept. of Water & Power Seal) J. P. Vroman, Secretary, Board of
Water and Power Commissioners, City of Los Angeles

224 Copy of original recorded at request of Title Ins & Trust Co. of Cal. 1937 2130 A.M.
Copied by C. L. Logan, County Recorder, By
E. J. E. Deputy

---000---
(This Deed constitutes a gift and requires no revenue stamp.) GRANT DEED, Individual
In consideration of love and affection GERTRUDE P. MONTGOMERY, a married woman
does hereby grant to GEORGE F. MONTGOMERY and PAQUITA Y. MONTGOMERY, husband and wife,
as joint tenants, the real property in the City of Los Angeles, County of Los Angeles,
State of California, described as:

Parcel No. 1. That certain Lot, piece or parcel of land situate, lying and
being in Section 7, T. 1 S. R. 14 W. E. B. & M., in the City of Los Angeles, County
of Los Angeles, State of California. DESCRIBED AS FOLLOWS:-

Beginning at the most northerly corner of Lot 1 of Tract No. 11076 as shown on
map of said Tract, recorded in Book 185, Pages 3 and 4 of Maps, Records of Los Angeles
County, said corner being also in the easterly line of Lot 13, Block 2 of Tract
No. 10122 as shown on map of said Tract, recorded in Book 144, Pages 51 to 54 inclu-
sive of Maps, Records of said Los Angeles County; Thence N 0° 26' 25" E along the
easterly line of the aforementioned Lot 13, Block 2 of said Tract No. 10122, a distance
of 117.86 feet, more or less to the northeast corner of said Lot, said corner being
in the southeasterly line of Belfast Drive, 26 feet in width, as shown on said map of
Tract No. 10122; Thence northerly along said southeasterly line of Belfast Drive, the
same being a curve concave to the northwest, tangent at the last mentioned point to a
line bearing N 62° 54' 10" E and having a radius of 93.00 feet, a distance of 61.97
feet, measured along the arc of said curve to a point whereat tangent to said curve
bears N 14° 43' 35" E;

Thence leaving said southeasterly line of Belfast Drive S 75° 16' 25" E a
distance of 30.00 feet to a point; Thence S 41° 31' 30" E a distance of 55.93 feet
to a point; Thence S 45° 14' 20" E a distance of 121.30 feet to a point; Thence N
18° 47' 30" E a distance of 51.97 feet to a point; Thence northeasterly, along a curve concave
to the northeast, tangent at its point of beginning to a line bearing S 25° 28' 30"
E and having a radius of 127.50 feet, a distance of 13.43 feet measured along the arc
of said curve to a point whereat tangent to said curve bears S 33° 04' 00" E;

Thence S 25° 47' 30" E a distance of 87.13 feet to a point; Thence S 39° 23' 30" W
a distance of 22.70 feet more or less to a point in the northeasterly line of Lot
1 of Tract No. 11076 aforementioned; Thence N 47° 00' 00" W along said northeasterly
line of Lot 1 of Tract No. 11076, a distance of 150.97 feet more or less to the point
of beginning.

Parcel 2: The westerly 5 feet of that portion of Lot 1 Tract No. 11076 as per
map recorded in Book 144, at Pages 51 to 54 of Maps, records of Los Angeles County,
lying northerly of the following described line, to-wit: Beginning at the north-
westerly corner of Lot 2 of said Tract No. 11076, the same lying, an angle-point in
the easterly line of said Lot 1; Thence North 85° 30' 35" West a distance of 20 feet,
more or less to a point in the westerly line of said Lot 1.

Parcel 3: An easement for pedestrian travel over the westerly 10 feet of that
portion of Lot No. 1 of said Tract No. 11076, lying southerly of the following:

24283/383 -OR

21863 383

QUITCLAIM DEED

THIS INSTRUMENT WITNESSETH: THAT WHEREAS, on the 18th day of August, 1942, and May 4, 1944, the Board of Water and Power Commissioners of The City of Los Angeles by resolutions Nos. 178 and 800 respectively ordered the sale to the United States of America and its assigns of all the right, title and interest of the City of Los Angeles and the Department of Water and Power of The City of Los Angeles in and to the hereinafter described real property, and the City Council of The City of Los Angeles on the 3rd day of September, 1942, by Ordinance No. 86,896 as amended by Ordinance No. 88492 of May 23, 1944, approved said sale.

NOW, THEREFORE, The City of Los Angeles and the Department of Water and Power of The City of Los Angeles, hereinafter collectively referred to as Grantors, in consideration of the sum of Ten Dollars (\$10.00), and other valuable considerations, receipt of which is hereby acknowledged, hereby remises, releases and quitclaims unto the United States of America and its assigns all the right, title and interest of The City of Los Angeles and the Department of Water and Power of The City of Los Angeles in and to all those certain pieces and parcels of land situate and lying in the County of Los Angeles, State of California, and more particularly described as follows: That portion of that certain strip of land 120 feet in width in the SW-1/4 of Section 4, T. 1 S. R. 10 W., S.B.B. & N., described in deeds to the City of Los Angeles recorded in Book 13698, page 143 and in Book 13907 page 187 of Official Records of Los Angeles County, lying westerly of a line bearing N. 35° 21' 30" E. which intersects the center line of the strip of land described in said deeds at a point distant thereon N. 89° 41' 03" W. 2,099.86 feet from the center line of Irwindale Avenue; the south 120 feet of the N-1/2 of the SE-1/4 and the south 120 feet of the N-1/2 of Section 5 of said Township and Range, as described in deeds to the City of Los Angeles recorded in Book 14334, page 79, Book 14120, page 305, Book 14190, page 208, Book 14338, page 354, Book 13977, page 143, Book 13984, page 156, and Book 13280, page 324 of said Official Records; and that portion of that certain strip of land 120 feet in width in the SE-1/4 of Section 6 of said Township and Range, described in deed to the City of Los Angeles recorded in Book 15257, page 176 of said Official Records, lying northerly of the westerly prolongation of a line which is parallel with and 195 feet northerly of the southerly line of Section 5, of said Township and Range.

Said right, title and interest being the right of way and easements for power transmission line and other purposes owned of record by the grantors, the use of which has been abandoned by said grantors by reason of the removal therefrom and the relocation elsewhere of the transmission line formerly occupying the same, all as set forth in the resolutions and ordinances above referred to. IN WITNESS WHEREOF, the said The City of Los Angeles, by its City Council, has caused this instrument to be executed in its behalf by its Mayor, to be attested by its Clerk, and its corporate seal to be hereunto affixed by said Clerk, and the said Department of Water and Power of The City of Los Angeles, by the Board of Water and Power Commissioners of the City of Los Angeles, has caused this instrument to be executed in its behalf by its proper officers thereunto duly authorized and its official seal to be hereunto affixed this 14th day of August, 1944.

THE CITY OF LOS ANGELES
By R. L. Burns, Acting Mayor

Attest:
(Seal) Walter C. Peterson, City Clerk
(Seal)

DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES BY BOARD OF WATER AND POWER COMMISSIONERS OF THE CITY OF LOS ANGELES
By R. A. Haffner, President
And Joseph L. Williams, Secretary

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES. On this 21st day of August, 1944, before me, J. E. Hopper, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared R. L. Burns, known to me to be the Acting Mayor, and WALTER C. PETERSON, known to me to be the City Clerk of The City of Los Angeles, the municipal corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said The City of Los Angeles, and acknowledged to me that such municipal corporation executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

J. E. Hopper, Notary Public in and for said County and State.

21888
 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES)SS. On this 14th day of August, 1944, before me, Leo A. Stromme, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared R. A. Haffner, known to me to be the President, and Joseph L. Williams, known to me to be the Secretary of the Board of Water and Power Commissioners of The City of Los Angeles, the municipal corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said Department of Water and Power of The City of Los Angeles, and acknowledged to me that such municipal corporation executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Leo A. Stromme, Notary Public in and for said County and State.

DESCRIPTION APPROVED WM. S. PETERSON Engineer of Design and Construction By L. T. Mariner AUTHORIZED BY RES. 680 5-4-44 APPROVED AS TO FORM AND LEGALITY RAY L. CHESEBRO City Attorney May 22, 1944 By Cecil A. Borden (CECIL A. BORDEN) Deputy #1226 Copy of original recorded at request of WAR DEPARTMENT OFFICE OF THE DIVISION ENGINEER, May 7, 1945, 10:15 A.M., Copyist #103 Compared, Mame B. Beatty, County Recorder, #1.70-12-P. By *[Signature]* Deputy

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS THAT, I, Walter Buckner HANNER do hereby appoint Evelyn Grunskahank HANNER as my attorney for me and in my name, to demand, sue for, and receive all debts, money, securities, goods, chattels, legacies or other personal property to which I am now or may hereafter become entitled, of which are now or may become due, owing or payable to me from any person or persons whomsoever; and in my name to give effectual receipts and discharge for the same; to draw and endorse checks; to make and execute any and all contracts, to execute original notes; to assign stocks and bonds and generally transact any and all business for me incident thereto; to sell and convey my real estate and appurtenances and all parcels thereof wherever situated and for such price as my herein named attorney shall deem advisable, with full authority to give a good receipt therefor, which receipt shall release the person paying such money from seeing to the application thereof or being responsible for the loss or misapplication thereof; and my said attorney is hereby vested with all rights to sign and seal as my act and deed any instruments in writing necessary for carrying into effect any act hereunder.

I hereby ratify whatsoever my said attorney shall lawfully do and cause to be done in or concerning the premises by virtue of these presents.

IN witness thereof I have hereunto set my hand and seal this 9th day of March, 1945.

Witnessed, signed, sealed and delivered in the presence of: Walter Buckner Hanner (IS)

Francis L. Shubert 2/Sgt U.S.M.C.
 Wm. F. Spates Sgt

STATE OF NORTH CAROLINA, COUNTY OF CRAVEN)SS. On this 9th day of March, 1945, before me personally came First Lieutenant Walter Buckner Hanner, USMCR, to me known and known by me to be the same person mentioned in, and whose name is signed to, the foregoing instrument, and he duly acknowledged to me that he executed the same.

John C. Ruddy (JOHN C. RUDDY), 1st LT., USMCR.
 Authority Act of Congress of April 9, 1943.

#1507 Copy of original recorded at request of APPOINTEE, May 9 1945, 11:28 A.M., Copyist #103 Compared, Mame B. Beatty, County Recorder, #1.00-4-B. *[Signature]* 173 Deputy

U.S.I.R.S. #9.35 Cancelled GRANT DEED
 IN CONSIDERATION of \$10.00, receipt of which is acknowledged, RAYMOND PERINE and LUERETTA V. D. PERINE, husband and wife do hereby grant to STANLEY A. KOCH and DELLA M. KOCH, husband and wife, as joint tenants, with right of survivorship the real property in the city of Santa Monica County of Los Angeles, State of California, described as: Lot "V" Block 42 of Santa Monica, in the city of Santa Monica, County of Los Angeles State of California, as per map recorded in Book 3 Pages 80 and 81 and in book 39 page 45 et seq., Miscellaneous records of said county. Subject to the general and special

Attachment 3: SCE Easement Legal Depiction

RECORDING REQUESTED BY
 SOUTHERN CALIFORNIA EDISON COMPANY
 FIRST AMERICAN TITLE COMPANY OF L.A.
 SUBMISSION
 WHEN RECORDED MAIL TO
 SOUTHERN CALIFORNIA EDISON COMPANY
 P.O. Box 470
 LONG BEACH, CA 90801
 ATTN: REAL PROP. AND ADMIN. SVCS.
 LAND RIGHTS

93 314324

RECORDED IN OFFICIAL RECORDS
 OF LOS ANGELES COUNTY, CA
 FEB 19 1993 AT 8 A.M.
 Recorder's Office

FEE \$14 G
 4

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX \$ 0
 COMPUTED ON FULL VALUE OF PROPERTY CONVEYED
 OR COMPUTED ON FULL VALUE LESS LIENS AND
 ENCUMBRANCES REMAINING AT TIME OF SALE
Walter J. ... SOUTHERN CALIFORNIA EDISON CO.
 SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX FIRM NAME

Value and consideration less than \$100
 Location: City of Irwindale
 A.P.N. 8535-001-911

GRANT OF EASEMENT

APPROVED BY MANAGER
 REAL PROP. & ADMIN. SER.
 DATE 5/2/92
 BY K.D.
 SFR 62424A
 P.O. 70294
 FUNC. 2411

IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, a public body, corporate and politic, established under the "Community Redevelopment Laws" of the State of California, hereinafter referred to as "Grantor", hereby grants to the SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns, hereinafter referred to as "Grantee", all those certain permanent easements and rights of way to construct, operate, use, maintain, alter, add to, reconstruct, enlarge, repair, renew, replace, inspect, improve, interest, relocate, and/or remove, at any time and from time to time, underground electrical systems and communication systems, hereinafter referred to as "systems", consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for conveying electric energy to be used for light, heat, power and for transmitting intelligence by electrical means and/or other purposes, in, under, on, over, along and across that certain real property in the City of Irwindale, County of Los Angeles, State of California, as described on the attached Exhibit "A" and by this reference made a part hereof.

Grantor further grants, bargains, sells and conveys unto the Grantee the right of assignment, in whole or in part, to others, without limitation, and the right to apportion or divide in whatever manner Grantee deems desirable, any one or more, or all, of the easements and rights, including but not limited to all rights of access and ingress and egress granted to the Grantee by this Grant of Easement.

Grantor hereby also grants to Grantee, its successors and assigns, and its and their contractors, agents and employees, the right of free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted, and the right to clear and to keep clear the above described real property, free from explosives, buildings, structures, equipment, brush, combustible material and any and all other obstructions of any kind, including but not limited to planter boxes, walls, fences (other than farm, grazing or pasture fences) and earth fill and the right to trim or remove any tree, tree root, vine, or shrub which, in the opinion of Grantee, may endanger said systems, or any part thereof, or interfere with the exercise of the rights herein granted.

Grantor shall not excavate or change, nor permit the excavation or changing of the surface of the ground of the above described real property without the previous written consent of Grantee.

The terms, covenants and conditions of this Grant of Easement shall bind and inure to the benefit of the heirs and assigns of Grantor and the successors and assigns of Grantee.

931743-52

Grant of Easement
Irwindale Community
Redevelopment Agency, to
S.C.E. Co., a corp.
Serial No. 82424A

EXECUTED this 28 day of July, 1992.

IRWINDALE COMMUNITY
REDEVELOPMENT AGENCY

By George Caswell
Executive Director

By _____

GRANTOR

STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles)

On July 28, 1992, before me, Kathleen L. Guerrero,
personally appeared George Caswell and
personally known to me (or proved to me on the basis of satisfactory evidence) to
be the persons whose names are subscribed to the within instrument and
acknowledged to me that they executed the same in their authorized capacities
and that by their signatures on the instrument the persons, or the entity upon
behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Kathleen L. Guerrero



93 314324

Serial 62424A

EXHIBIT "A"

The Northeasterly 23.00 feet of Parcel 2 of Parcel Map No. 22152 in the City of Irwindale, County of Los Angeles, State of California, as shown on the map filed in Book 231, pages 15 through 18 of Parcel Maps in the office of the County Recorder of said County.

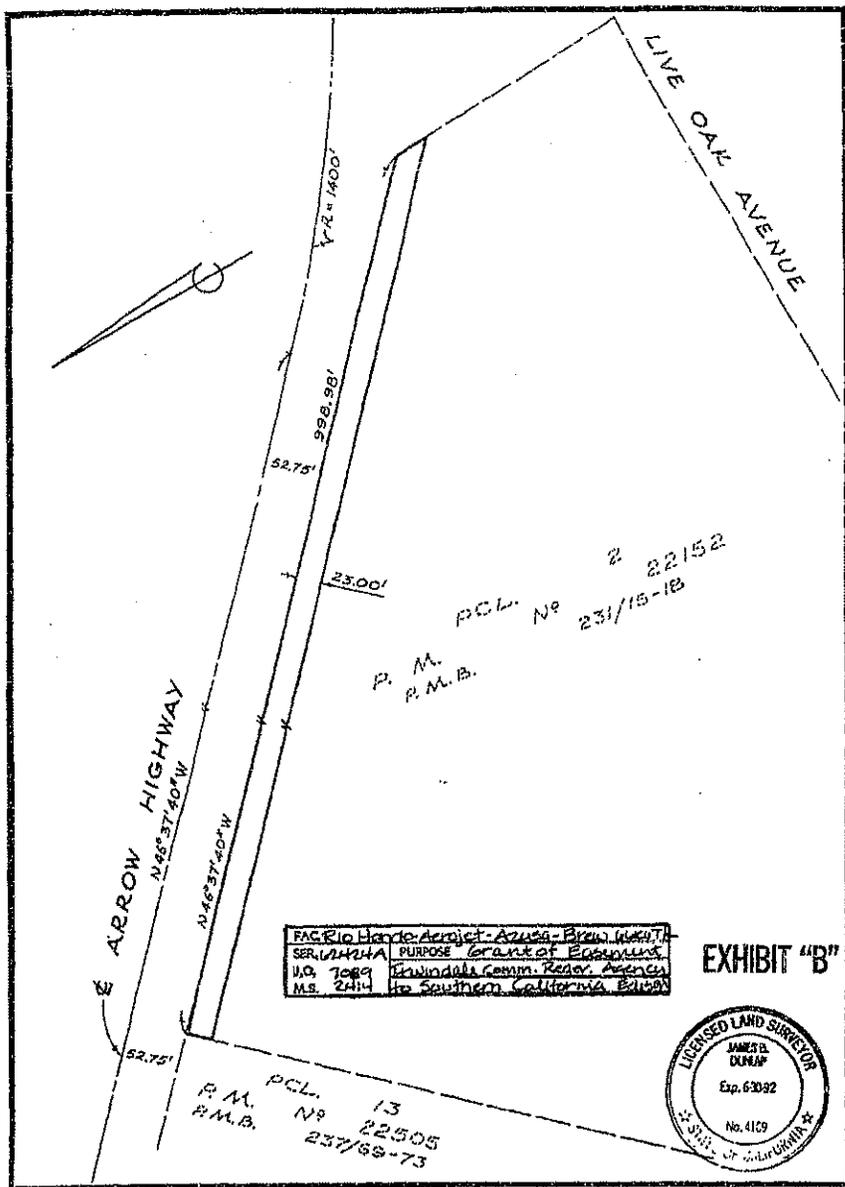
Subject to covenants, conditions, reservations, restrictions, rights of way and easements, if any, of record.

Approved as to legal description:



Signed *James B. Dunlap*
Date 7-7-92

4



FAC. Rio Hondo-Arroyo-Azusa-Bryn Mawr	PURPOSE Grant of Easement
SER. 124244	to Southern California Edison
U.C. 7089	
M.S. 2411	

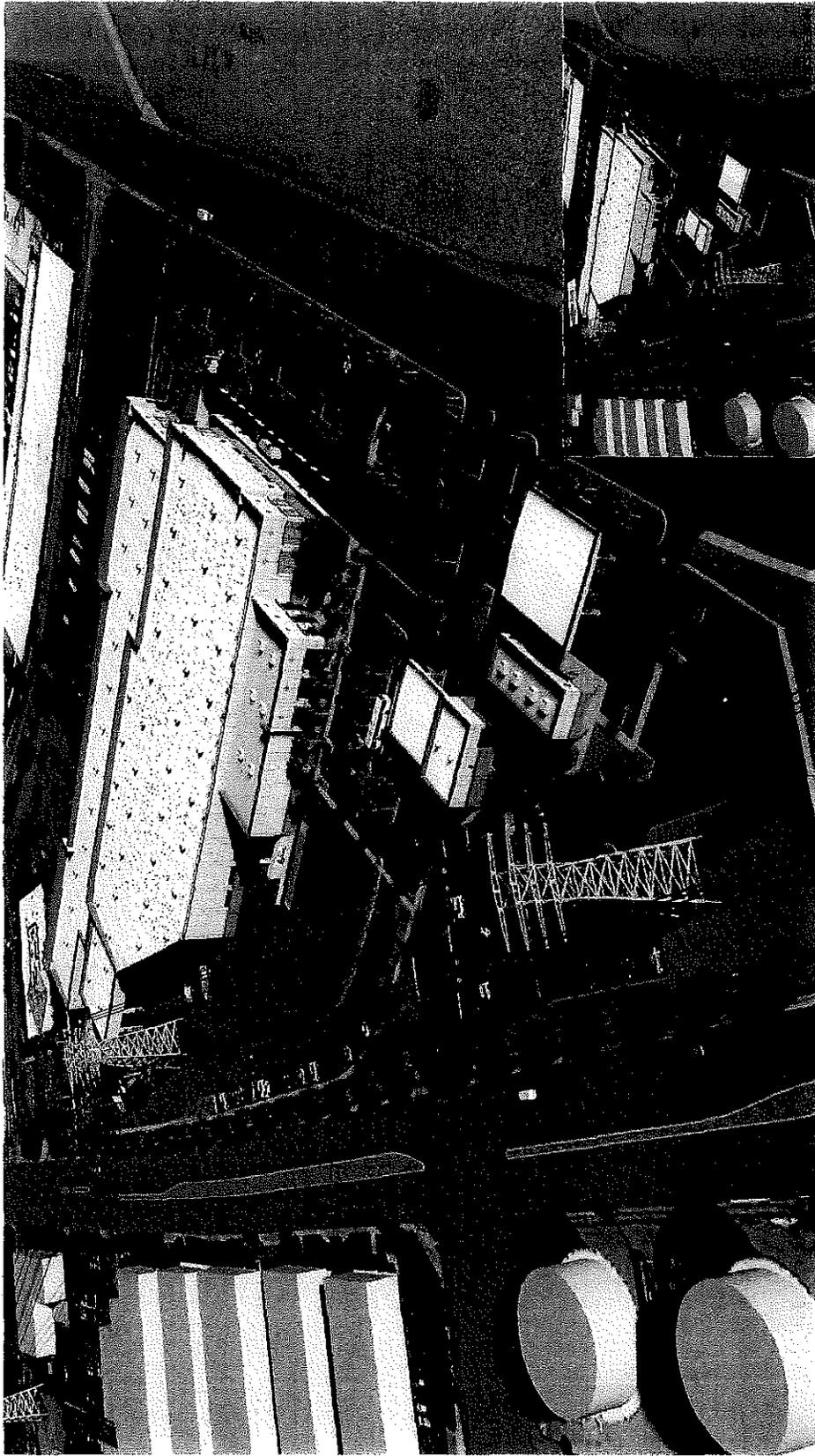
EXHIBIT "B"



93 314324

<p>WILLIAMSON & SCHMID CONSULTING CIVIL ENGINEERS AND LAND SURVEYORS</p> <p>18101 Red Hill Avenue • Tustin, California 92680 714/259-7600 • 714/259-0210 FAX</p>	<p>Sketch to accompany a legal description</p>	<p>SCALE 1" = 100'</p>
	<p>S.C.E. CO. EASEMENT (REDEVELOPMENT AGENCY)</p>	<p>DRAWN BY C.A.R.</p> <p>SURVEYED BY</p> <p>CHECKED BY R.G.K.</p> <p>FIELD BOOK</p> <p>DATE 2-12-92</p> <p>JOB NO. 89140.30</p>
<p>APPROVED BY</p> <p>L.S. 4189</p>		

Attachment 4: Project Depiction



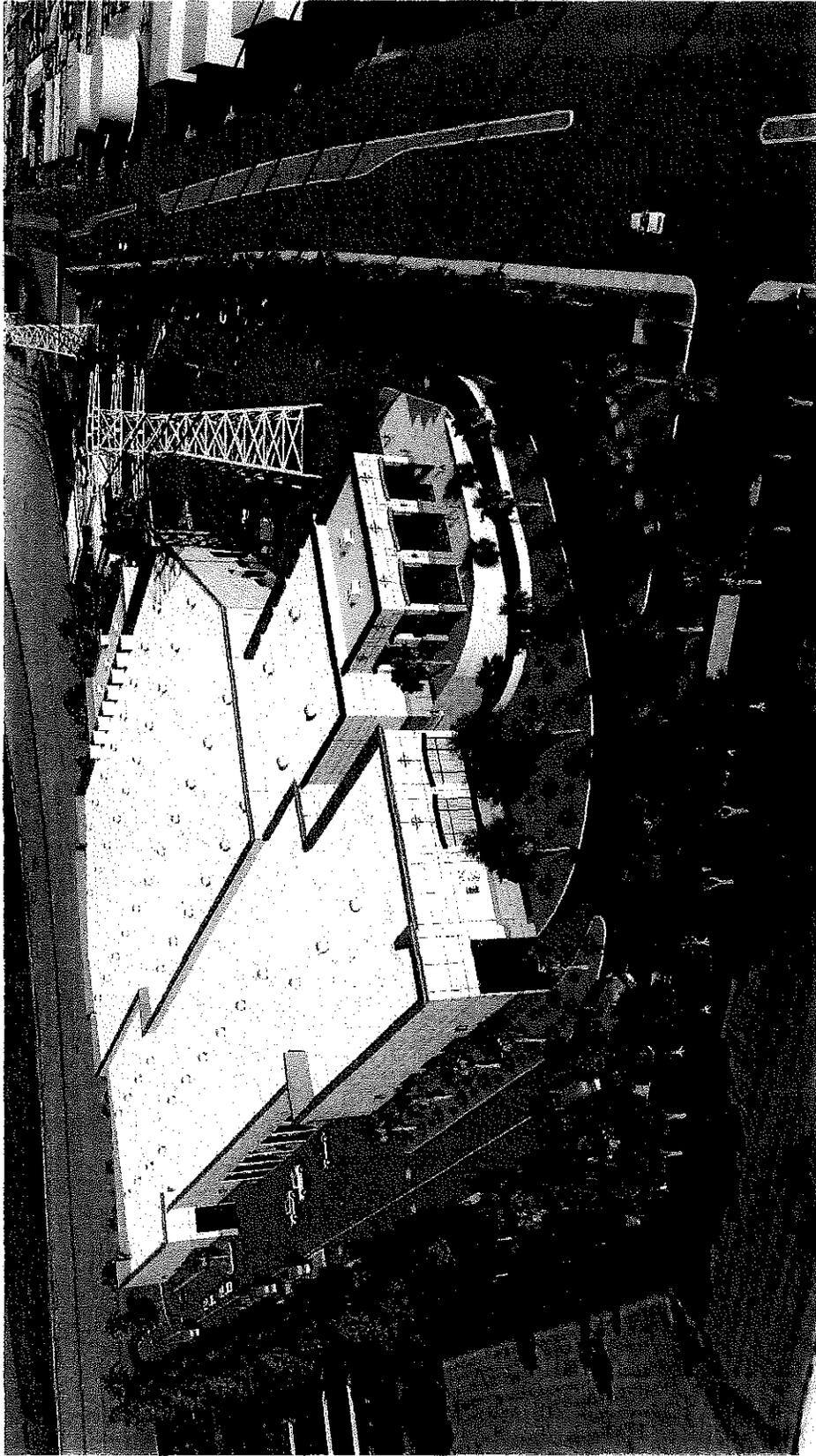
**ATHENS-IRWINDALE
Material Recovery Facility and Transfer Station**

PROJECT AERIAL VIEW FROM
LIVE OAK AVE AND ARROW HIGHWAY
BY AIRSBY 2018

ARROW HIGHWAY
IRWINDALE, CA

JOE BARRIS

ARCHITECTS
PLANNERS
© 2018 Joe Barris

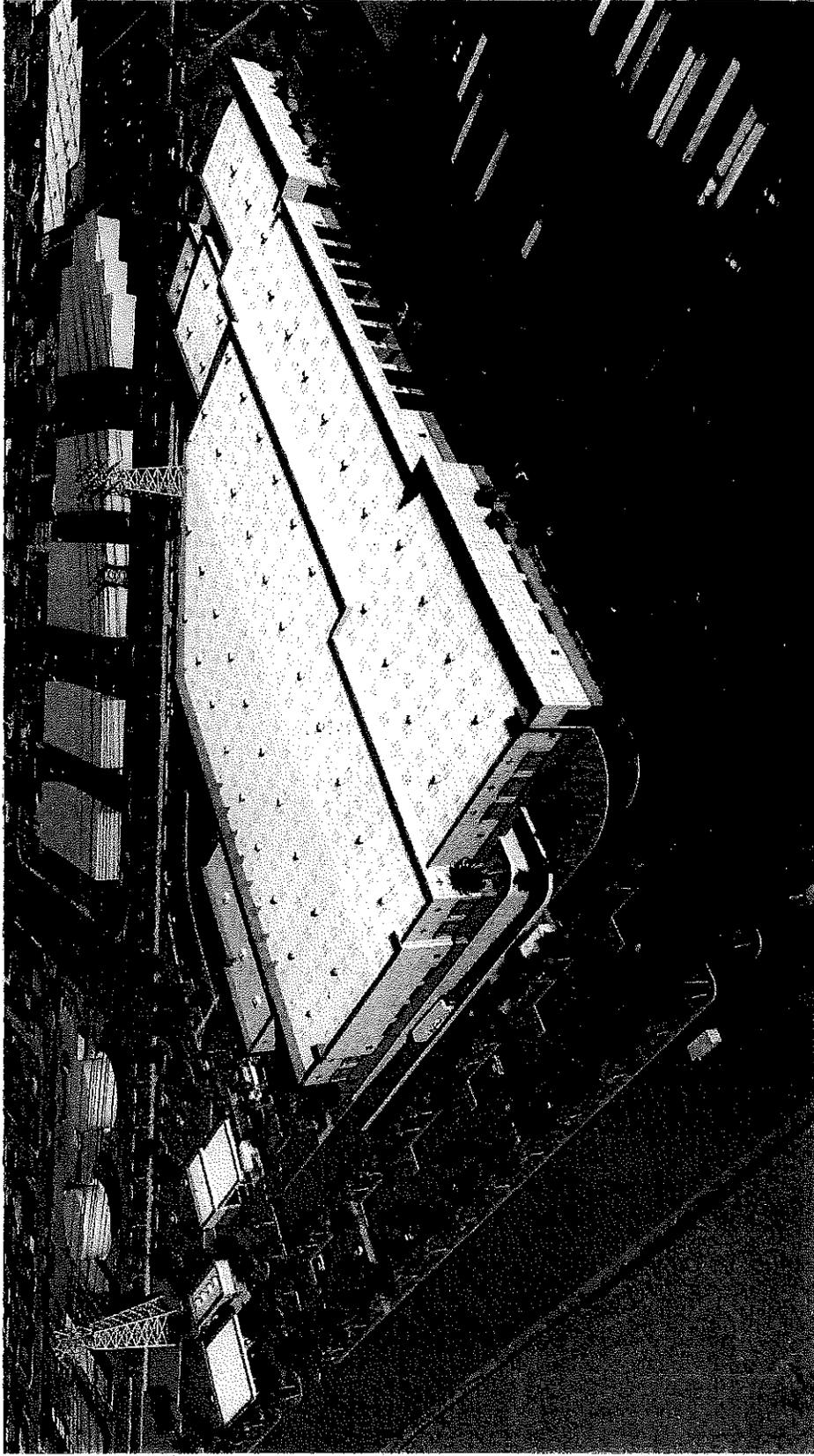


**ATHENS-IRWINDALE
Material Recovery Facility and Transfer Station**

PROJECT AERIAL VIEW FROM
LIVE OAK AVENUE
18 AUGUST 2015

ARROW HIGHWAY
IRWINDALE, CA

ARCHITECTS
PLANNERS
© 2015 Arrow Highways



PROJECT AERIAL VIEW
LOOKING SOUTH
18 AUGUST 2012

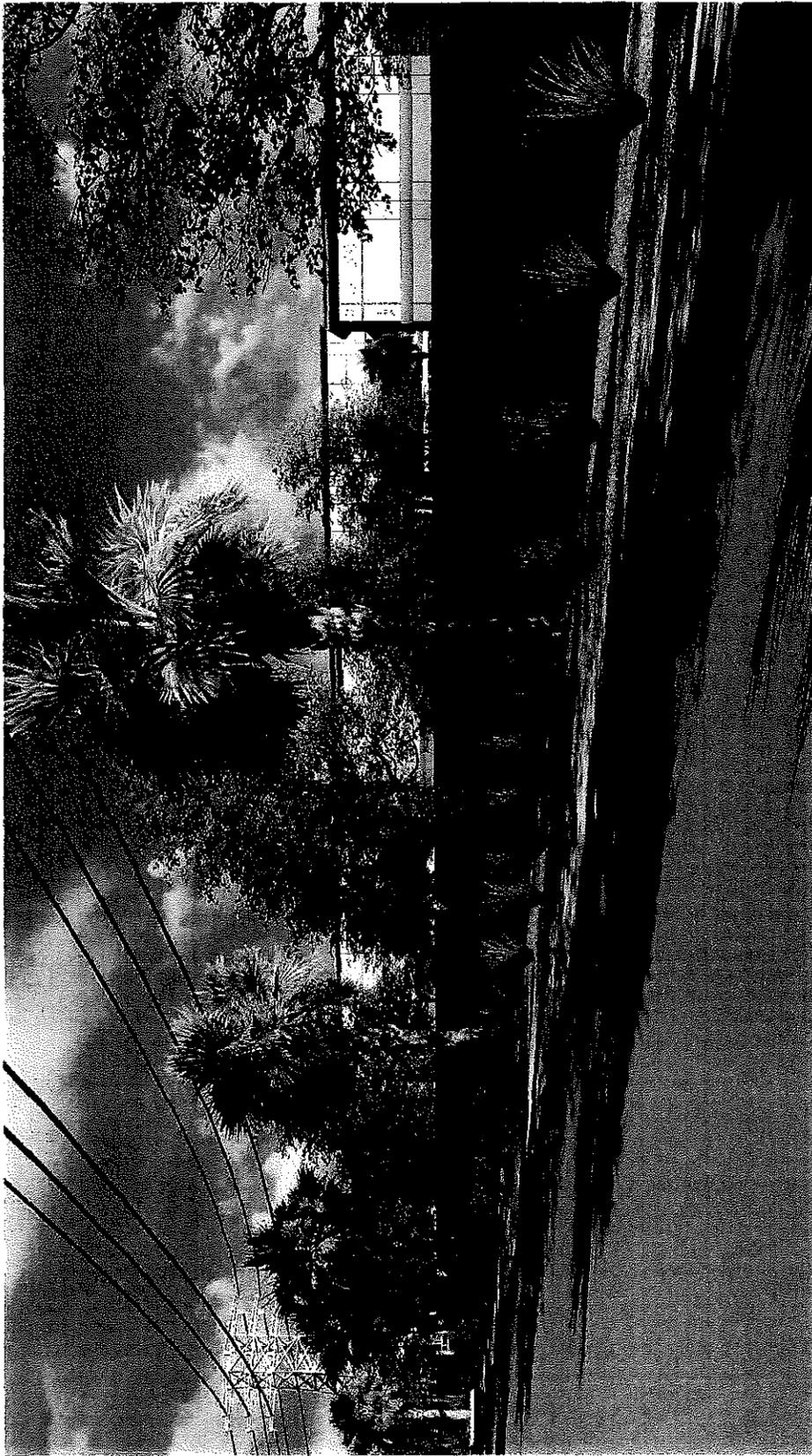
ATHENS-IRWINDALE Material Recovery Facility and Transfer Station

ARROW HIGHWAY
IRWINDALE, CA

AS2 0025

ARCHITECTS
ENGINEERS
CONSULTANTS
CORPORATION





ATHENS-IRWINDALE
Material Recovery Facility and Transfer Station

STREET VIEW FROM WESTBOUND
LIVE OAK AVENUE

18 AUGUST 2006

ARROW HIGHWAY
IRWINDALE, CA

JOB #0000

ARCHITECTS
AND ENGINEERS
© 2006 ARROW HIGHWAY



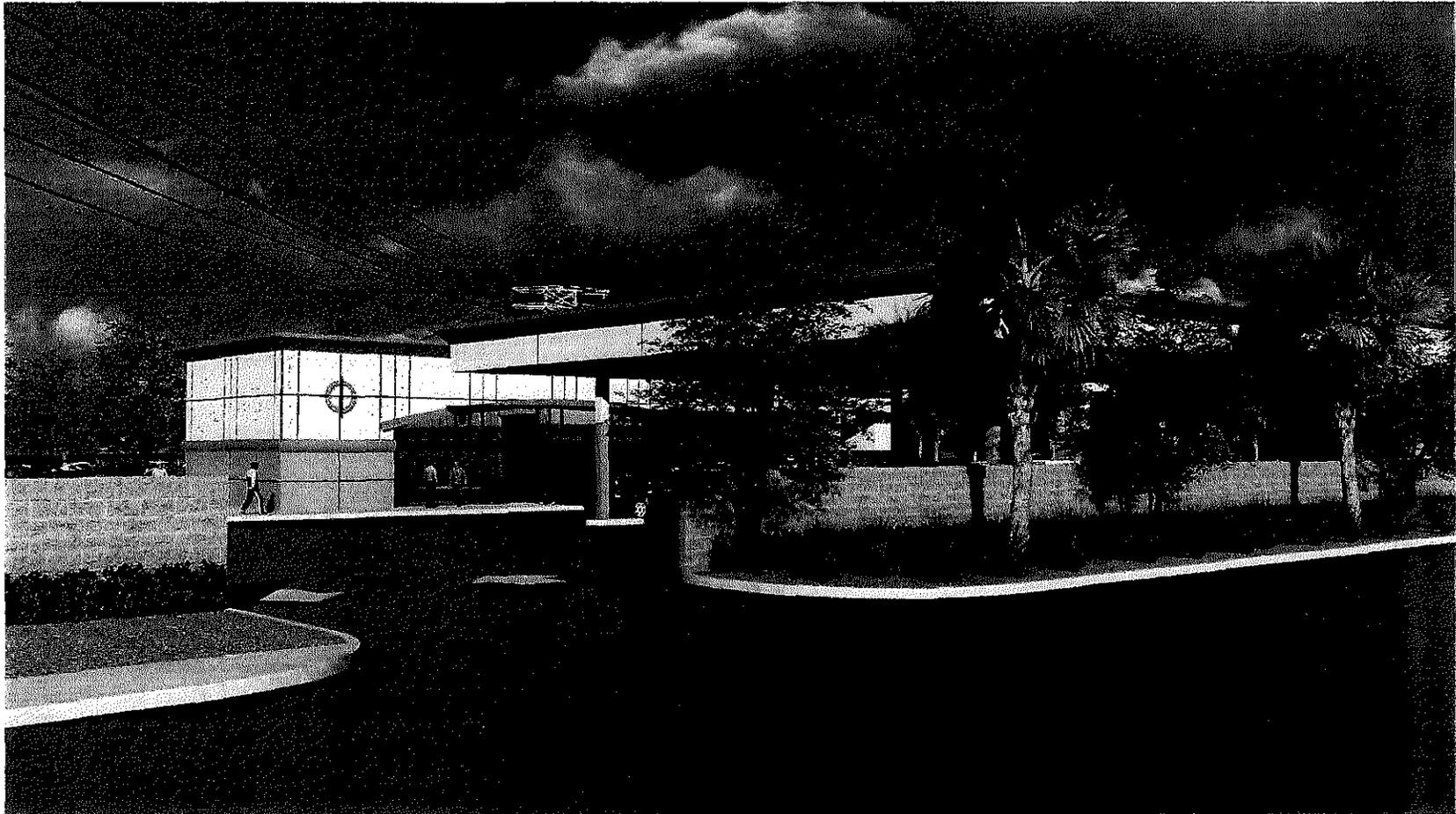
ATHENS-IRWINDALE
Material Recovery Facility and Transfer Station

ELEVATED VIEW STREET LEVEL VIEW FROM
WESTBOUND LIVE OAK AVENUE

ARCHITECTS
ENGINEERS
PLANNERS
JOB #1015
© Copyright 2016

ARROW HIGHWAY
IRWINDALE, CA

18 AUGUST 2016



ATHENS-IRWINDALE
Material Recovery Facility and Transfer Station

VIEW FROM ARROW NORTHBOUND
(CONVENIENCE STORE)

ARCHITECTS
ENGINEERS
PLANNERS
JOB #2105

ARROW HIGHWAY
IRWINDALE, CA

18 AUGUST 2015

Attachment 5: Schedule of Performance

Attachment 5
SCHEDULE OF PERFORMANCE

<u>Event</u>	<u>Item To Be Performed</u>	<u>Time For Performance</u>	<u>Agreement Reference</u>
1.	Agency and City conduct duly-noticed public hearing on DDA and FEIR	May 25, 2016	DDA § 216
2.	City files Notice of Determination for FEIR	May 26, 2016	N/A
3.	Oversight Board conducts duly-noticed public hearing on DDA	June 9, 2016	N/A
4.	State of California Department of Finance approves (or is deemed to have approved) or disapproves DDA	Within 45 days from Oversight Board Approval	N/A
5.	Execution of DDA	Within one (1) Business Day of the City's adoption of the DDA by ordinance	N/A
6.	Effective Date of DDA	Sixty (60) days following the City's adoption of the DDA by ordinance	DDA § 217
7.	Commencement of Feasibility Period	Upon the Effective Date (Event 6 above)	DDA § 222
8.	Notice Planning Commission public hearing for GPA, ZC, DA, CUP, SP&DR, CUP, and FA	08/05/16	N/A
9.	Planning Commission public hearing for recommendation to City Council	08/17/16	N/A
10.	City notices City Council public hearing	09/02/16	N/A
11.	City Council public hearing (including first reading of ordinances for General Plan Amendment, Zone Text Amendment, and Development Agreement)	09/14/16	N/A

<u>Event</u>	<u>Item To Be Performed</u>	<u>Time For Performance</u>	<u>Agreement Reference</u>
12.	SP&DR, CUP, and Franchise Agreement become effective	09/26/16	N/A
13.	City Council public hearing (second reading of ordinances for General Plan Amendment, Zone Text Amendment, and Development Agreement)	09/28/16	N/A
14.	General Plan Amendment, Zone Text Amendment, and Development Agreement ordinances become effective	10/31/16	N/A
15.	Athens orders Preliminary Title Report for Agency Parcel	60 days prior to Closing	DDA § 406(3)
16.	Athens approves or disapproves title exceptions shown in Preliminary Title Report pursuant to delivery of Title Exceptions Notice	30 days prior to Closing	DDA § 406(3)
17.	Agency notifies Athens whether Agency will cure any disapproved exceptions or public easements	Within seven (7) days after receiving Title Exceptions Notice	DDA § 406(3)
18.	Athens submits application to California Integrated Waste Management Board (CIWMB) for Solid Waste Facilities Permit (SWFP)	Within sixty (60) days of Event 14	DDA Recital J(8)
19.	Athens responds to written inquiries received by CIWMB regarding SWFP application	Within thirty (30) days of receipt of such written inquiry	N/A
20.	Athens responds to written inquiries received by LADWP regarding sub-easement or license of LADWP easement area	Within thirty (30) days of receipt of such written inquiry	DDA § 404(1)(d)
21.	Athens responds to written inquiries received by SCE regarding sub-easement or license of SCE easement area	Within thirty (30) days of receipt of such written inquiry	DDA § 404(1)(d)

<u>Event</u>	<u>Item To Be Performed</u>	<u>Time For Performance</u>	<u>Agreement Reference</u>
22.	Athens prepares and submits to City its Schematic Design Drawings for the Project	Within ninety (90) day of Event 14	N/A
23.	City reviews and approves or disapproves the Schematic Design Drawings	Within sixty (60) days of Event 22	N/A
24.	Athens prepares and submits to City Design Development Drawings and Preliminary Landscape Plans for the Project	Within ninety (90) day of Event 23	N/A
25.	City reviews and approves or disapprove the Design Development Drawings and Preliminary Landscape Plans	Within thirty (30) days of Event 24	N/A
26.	Athens submits final building plans (Construction Drawings) for the Project	Within sixty (60) days of Event 25	N/A
27.	City reviews and approves or disapproves the final building plans (Construction Drawings) for the Project	Within ninety (90) days of Event 26	DDA § 404(2)(b)
28.	Opening of Escrow	The last to occur of the execution of the DDA, the City Agreements, the Other Agreements, and the adoption of the Ordinances (as such terms are defined in the DDA)	DDA § 403
29.	Expiration of Feasibility Period; Athens approves or disapproves of the Site condition	Fifteen (15) days after Opening of Escrow	DDA § 222
30.	Escrow Agent gives notice of fees, charges, costs, and documents to close Escrow	No more than sixty (60) days after the opening of Escrow	DDA § 405(2)

<u>Event</u>	<u>Item To Be Performed</u>	<u>Time For Performance</u>	<u>Agreement Reference</u>
31.	Deposits into Escrow by Agency: <ul style="list-style-type: none"> a) the Deed for the Site, executed and acknowledged by Agency; b) the executed and acknowledged CC&Rs in recordable form; c) a FIRPTA Certificate; d) payment to Escrow Agent of Agency's share of Escrow costs, title and transfer fees, each as determined by the Escrow Agent pursuant to Section 405; and e) Approvals received from the DOF or other such documents relating to the PMP as reasonably needed by Athens for it to obtain a satisfactory condition of Title 	On or before, but not later than one (1) business day prior to the date set for the Closing	DDA § 404(1)
32.	Deposits into Escrow by Athens: <ul style="list-style-type: none"> a) an estoppel certificate certifying that Agency has completed all acts, other than as specified, necessary for conveyance, if such be the fact; b) the executed and acknowledged CC&Rs in recordable form; c) the Purchase Price; and d) payment to Escrow Agent of Athens' share of Escrow costs, title and transfer fees, each as determined by the Escrow Agent pursuant to Section 405 	On or before, but not later than one (1) business day prior to the date set for the Closing	DDA § 404(2)

<u>Event</u>	<u>Item To Be Performed</u>	<u>Time For Performance</u>	<u>Agreement Reference</u>
33.	Close of Escrow	Within thirty (30) days of the satisfaction of all conditions to closing pursuant to the DDA	DDA § 405

It is understood that the foregoing Schedule of Performance is subject to all of the terms and conditions set forth in the text of the Disposition and Development Agreement, including any events of Enforced Delay. The summary of the items of performance in this Schedule of Performance is not intended to supersede or modify the more complete description in the text; in the event of any conflict or inconsistency between this Schedule of Performance and the text of the Disposition and Development Agreement, the text shall govern.

The time periods set forth in this Schedule of Performance may be altered or amended only by written agreement signed by both Athens and City. However, minor adjustments may be implemented by the City Manager as needed to conform the above Schedule with the Parties' actual performance of agreements and/or undertaking of Project activities. A failure by either Party to enforce a breach of any particular time provision shall not be construed as a waiver of any other time provision. The Executive Director of Agency and City Manager of the City shall have the authority to approve extensions of time without Agency Board or City Council action, respectively, not to exceed a cumulative total of 180 days.

Attachment 6: Grant Deed

FREE RECORDING REQUESTED BY

City of Irwindale
5050 N. Irwindale Ave.
Irwindale, CA 91706
Attn: City Manager

**AND WHEN RECORDED RETURN TO AND
MAIL TAX STATEMENTS TO:**

Athens Services
P.O. Box 6009
City of Industry, CA 91716-0009
Attention: President

(Space Above This Line for Recorder's Office Use Only)
(Exempt from Recording Fee per Gov. Code §6103)

GRANT DEED

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the CITY OF IRWINDALE ACTING AS SUCCESSOR AGENCY TO THE IRWINDALE REDEVELOPMENT AGENCY, a public body, corporate and politic ("**Grantor**") acting under the California Community Redevelopment Law (Health & Safety Code Section 33000 *et seq.*) hereby grants to ARAKELIAN ENTERPRISES, INC., dba ATHENS SERVICES, a California Corporation ("**Grantee**"), that certain real property in the City of Irwindale, County of Los Angeles, State of California, as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "**Site**").

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

1. Governing Documents. The Site is being conveyed subject to the terms of that certain Disposition and Development Agreement between Grantor and Grantee dated _____ (the "DDA") and that certain Development Agreement dated _____ (the "DA"). The DDA and DA are public records on file in the office of the City Clerk of the City of Irwindale, located at 5050 North Irwindale Avenue, Irwindale, CA 91706, and are incorporated herein by this reference. Grantee covenants and agrees for itself and its successors and assigns to use, operate and maintain the Site in accordance with the DDA and DA.

2. Uses. Grantee covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Site or any part thereof, that upon the date of this Grant Deed and during construction through completion of development and thereafter, Grantee shall devote the Site to the uses specified in the DDA, DA, and this Grant Deed for the periods of time specified therein. All uses conducted on the Site shall conform to the DDA and/or DA and all applicable provisions of the City's Municipal Code. The foregoing covenants shall run with the land.

3. Term of Restriction. Grantee hereby covenants and agrees for itself, its successors, its assigns, and every successor-in-interest to the Site that Grantee, such successors and such assigns, shall not develop, operate, maintain or use the Site in violation of the terms and conditions of the DDA and/or DA (unless expressly waived in writing by Grantor) for the term of either the DDA or DA, whichever term is longer; provided that, however, the covenants contained in Section 5 shall remain in effect in perpetuity.

4. **Reservation of Existing Streets.** Grantor excepts and reserves any existing street, proposed street, or portion of any street or proposed street lying outside the boundaries of the Site which might otherwise pass with a conveyance of the Site.

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

6. **Form of Nondiscrimination Clauses in Agreements.** Grantee shall refrain from restricting the rental, sale, or lease of any portion of the Site on the basis of race, color, creed, religion, sex, marital status, age, ancestry, or national origin of any person. All such deeds, leases, or contracts shall contain or be subject to substantially the following nondiscrimination or non-segregation clauses:

(a) **Deeds:** In deeds the following language shall appear: "The grantee herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, ancestry, or national origin in the sale, lease, rental, sublease, transfer, use, occupancy, tenure, or enjoyment of the land herein conveyed, nor shall the grantee itself, or any persons claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

(b) **Leases:** In leases the following language shall appear: "The lessee herein covenants by and for itself, its heirs, executors, administrators, successors, and assigns, and all persons claiming under or through them, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, ancestry, or national origin in the leasing, subleasing, renting, transferring, use, occupancy, tenure, or enjoyment of the land herein leased nor shall the lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the land herein leased."

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

The foregoing covenants shall remain in effect in perpetuity.

7. **Mortgage Protection.** No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this 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 and approved by Grantor pursuant to the DDA or DA; provided, however, that any successor of Grantee to the Site 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.

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

9. **DOF Approval.** The Agreement and the transfer contemplated by this Deed was approved by the California Department of Finance ("DOF") as evidenced by that certain letter from the DOF dated , a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference ("**DOF Approval Letter**").

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers or agents hereunto as of the date first above written.

GRANTOR:

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

By: _____
_____, Chair

ATTEST:

By: _____
_____, Agency Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By: _____
Fred Galante, Agency Counsel

ACCEPTANCE BY GRANTEE

By its acceptance of this Deed, Grantee hereby agrees as follows:

1. Grantee expressly understands and agrees that the terms of this Deed shall be deemed to be covenants running with the land and shall apply to all of the Grantee's successors and assigns (except as specifically set forth in the Deed).
2. The provisions of this Deed are hereby approved and accepted.

Dated: _____

ARAKELIAN ENTERPRISES, INC., dba ATHENS SERVICES, a California corporation

By: _____
Ron Arakelian, Jr., Board Chairman

By: _____
Michael Arakelian, Vice President/Secretary

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

On _____, before me, _____, personally
appeared _____ personally

known to me (or 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.

Witness my hand and official seal.

Notary Public

[SEAL]

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, before me, _____, personally
appeared _____ personally
known to me (or 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.

Witness my hand and official seal.

Notary Public

[SEAL]

EXHIBIT "A"
LEGAL DESCRIPTION OF SITE

LEGAL DESCRIPTION

Real property in the City of Irwindale, County of Los Angeles, State of California, described as follows:

PARCEL 2 OF PARCEL MAP NO. 22152, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP FILED IN BOOK 231 PAGES 15 THROUGH 18 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 8535-001-911

EXHIBIT "B"
DOF APPROVAL LETTER



August 8, 2014

Ms. Eva Carreon, Finance Director
City of Irwindale
5050 N. Irwindale Avenue
Irwindale, CA 91706

Dear Ms. Carreon:

Subject: Long-Range Property Management Plan

Pursuant to Health and Safety Code (HSC) section 34191.5 (b), the City of Irwindale Successor Agency (Agency) submitted a Long-Range Property Management Plan (LRPMP) to the California Department of Finance (Finance) on December 20, 2013. The Agency subsequently submitted a revised LRPMP to Finance on June 3, 2014. Finance has completed its review of the LRPMP, which may have included obtaining clarification for various items.

The Agency received a Finding of Completion on April 26, 2014. Further, based on our review and application of the law, we are approving the Agency's use or disposition of all the properties listed on the LRPMP. Our approval of the LRPMP also took into account the corresponding OB Resolution No. 2014-06-020, which specified:

- The revenues generated from Property No. 20, commonly referred to as the North Kincaid Pit/Former Denny's, will be applied towards future approved enforceable obligations.

Additionally, the following was noted during our review but does not require a revised plan to be submitted:

- The LRPMP proposed to transfer Property No. 23, located on 16025 Calle Del Norte to the City of Irwindale (City) as government use. Based on our review of the deed dated January 13, 1977, the City owns the property; therefore, it is not required to be listed on the LRPMP.
- Incorrect Assessor's Parcel Number (APN) number for the Property No. 9, located at 4600 Rivergrade Road. The correct APN is 8535-020-045.

In accordance with HSC section 34191.4, upon receiving a Finding of Completion from Finance and approval of a LRPMP, all real property and interests in real property shall be transferred to the Community Redevelopment Property Trust Fund of the Agency, unless that property is subject to the requirements of an existing enforceable obligation. Pursuant to HSC section 34191.3, the approved LRPMP shall govern, and supersede all other provisions relating to the disposition and use of all the real property assets of the former redevelopment agency.

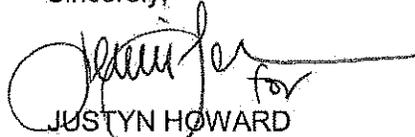
Ms. Eva Carreon
August 8, 2014
Page 2

Agency actions taken pursuant to a Finance approved LRPMP which requires the Agency to enter into a new agreement are subject to oversight board (OB) approval per HSC section 34181 (f). Any OB action approving a new agreement in connection with the LRPMP should be submitted to Finance for approval.

Pursuant to HSC section 34167.5, the California State Controller's Office (Controller) has the authority to claw back assets that were inappropriately transferred to the city, county, or any other public agency. Determinations outlined in this letter do not in any way eliminate the Controller's authority. Should the Controller claw back real property assets not contemplated in the existing approved LRPMP, the LRPMP must be revised to include these additional real assets. The revised LRPMP must be approved by the OB and Finance before the disposition of the clawed back assets can occur.

Please direct inquiries to Cindie Lor, Supervisor or Hugo Lopez, Lead Analyst at (916) 445-1546.

Sincerely,

A handwritten signature in black ink, appearing to read "Justyn Howard", with a long horizontal line extending to the right. The signature is written over the printed name "JUSTYN HOWARD".

JUSTYN HOWARD
Assistant Program Budget Manager

cc: Mr. Gus Romo, Community Development Director, City of Irwindale
Mr. Dominique Clark, Redevelopment Consultant, RSG, Inc.
Ms. Kristina Burns, Manager, Department of Auditor-Controller, Los Angeles County
Ms. Elizabeth Gonzalez, Bureau Chief, Local Government Audit Bureau, California State
Controller's Office
California State Controller's Office

Attachment 7: CC&Rs

FREE RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Successor Agency to the
Irwindale Community Redevelopment Agency
5050 North Irwindale Avenue
Irwindale, CA 91706

(Space Above This Line for Recorder's Office Use Only)

**DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("Declaration") is made this ____ day of _____, 20__ by THE SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY (hereinafter "Agency" or "Declarant").

RECITALS:

A. Declarant Agency is the fee owner of that certain real property located in the City of Irwindale, County of Los Angeles, State of California (the "City") more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property"). The Agency was formed pursuant to Health & Safety Code § 34167.5, which made the Agency the successor-in-interest to all assets and obligations of the former Irwindale Community Redevelopment Agency ("Former RDA"). On December 29, 2011, the California State Supreme Court issued a ruling on the constitutional validity of two 2011 legislative budget trailer bills, ABX1 26 (Chapter 5, Statutes of 2011) and ABX1 27 (Chapter 6, Statutes of 2011), which resulted in the outright dissolution of all 425 redevelopment agencies in the State of California. As part of that dissolution process, former redevelopment lands, like the Property, inured to successor agencies by operation of law. Moreover, the dissolution laws provide a process for the disposition and/or transfer of assets, including property holdings of the Former RDA. Subsequent legislation, AB 1484 (Chapter 26, Statutes of 2012), which was passed, signed, and enacted on June 28, 2012, provided further detailed procedures governing the disposition of Former RDA assets such as the Site.

B. On January 6, 2005, the City issued a Request for Expressions of Interest and Statements of Qualifications ("REI/SOQ") from interested and qualified parties to plan, permit, build, operate and maintain a state-of-the-art regional municipal solid waste transfer station and recovery facility ("MRF/TS") at the Property to manage and process mixed municipal waste ("MMW") generated within and outside of the City. The City received multiple responses to the REI/SOQ. On March 3, 2005, ARAKELIAN ENTERPRISES, INC., dba ATHENS SERVICES, a California Corporation ("Athens") submitted a proposal in response to the City's REI/SOQ that met or exceeded all requirements of the REI/SOQ by proposing the construction and operation of the

MRF/TS, accompanied by a public Fueling Facility/Convenience Store and appurtenant improvements (collectively, the "Project").

C. On or about _____, 2014, in order to promote industrial development and fulfill the City's obligations under the California Integrated Waste Management Act of 1989 (Public Resources Code Sections 40000 *et seq.* (the "Act") and the Global Warming Solutions Act of 2006 ("AB 32"), City and Athens, along with the Agency, finalized a series of agreements regarding the Project (referred to herein collectively as the "Agreements" as defined below), including conveyance of the Property to Athens and Athens' development and operation of the proposed MRF/TS. The Parties intend that the MRF/TS will provide for the long-term management and recycling of municipal solid waste generated in the City. The MRF/TS will serve as a point to accept, process, recover, and transfer MMW and residue following diversion activities to an appropriate permitted end-point disposal facility.

D. Pursuant to the City's development requirements, the City has approved the following land-use entitlements: (i) a Conditional Use Permit ("CUP"), (ii) Site Plan and Design Review Permit (collectively, "Site Plan"), and (iii) General Plan Amendment/Zone Change and Zoning Code Amendment ("GPA/ZA") to allow Athens to develop and operate a solid waste processing and materials recovery facility and transfer station ("MRF/TS") on the Property (the "Project"). The CUP, Site Plan and GPA/ZA for the Project are herein collectively referred to as the "City Entitlements".

E. Agreements governing the Project and Athens' use of the Property include: (i) a Development Agreement ("DA"), (ii) a Disposition and Development Agreement ("DDA") undertaken in compliance with ABx1 26 and AB 1484, which DDA places certain restrictions on the Property in order that Athens may develop and operate the MRF/TS, (iii) a "Reimbursement Agreement" between City and Athens, dated October 22, 2008, as amended, under which Athens is obligated to reimburse or advance funds to City for all development costs associated with the Project, including but not limited to conducting environmental reviews under CEQA, processing and negotiating permits, entitlements and conditions, and legal costs; (iv) a Franchise Agreement – Operations of MRF/TS, governing the use and operation of the MRF/TS (as may be amended from time to time, the "Franchise Agreement – Operations"), (v) a Franchise Agreement – Trash Collection and Street Sweeping, dated April 13, 2011, as amended, governing the exclusive right and obligation of Athens to collect solid waste and sweep streets in the City ("Franchise Agreement – Trash Collection and Street Sweeping"), (vi) an "LADWP Easement Agreement" governing Athens' rights over that certain easement over the Site owned by the Los Angeles Department of Water and Power, (vii) an "SCE Easement Agreement" governing Athens' rights over that certain easement over the Site owned by Southern California Edison, and (viii) a "Solid Waste Facilities Permit" to be issued by the California Integrated Waste Management Board or its successor ("SWFP"). The foregoing agreements and instruments, together with all City ordinances approving the foregoing agreements and instruments, as each may be amended from time to time in accordance with its respective terms, are collectively referred to herein as the "Agreements".

F. Athens, the Agency and City intend, in exchange for the parties' entering into the Agreements and City approval of the City Entitlements, that Athens, its successors and assigns shall hold, sell, and convey the Property subject to the covenants, conditions, restrictions, and reservations set forth in this Declaration and that the Agency and City shall have the right and power to enforce the covenants, conditions, restrictions, and reservations as provided herein.

G. Declarant Agency desires to establish and grant certain covenants, conditions and restrictions upon the Property for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property and effectuating the Redevelopment Plan and the operations of the MRF/TS. Such covenants, conditions and restrictions shall bind the Property, the Agency and its successors and assigns, including Athens.

NOW, THEREFORE, the Declarant Agency covenants and agrees, for itself, its successors and assigns, and all persons claiming under or through it, that the Property shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied subject to the covenants and restrictions hereinafter set forth.

TERMS AND CONDITIONS

ARTICLE 1

COVENANTS, CONDITIONS, AND RESTRICTIONS

1.1 **Recitals.** The foregoing Recitals are true and correct and incorporated herein by this reference.

1.2 **Project & Use.** Athens' development of the Property shall be undertaken pursuant to the City Entitlements and terms of the Agreements. Agency declares, and Athens, for itself and its successors and assigns, hereby covenants and agrees that the Property may only be used for the operation of the Project and related purposes, consistent with the terms, covenants and conditions as set forth in the Agreements and City Entitlements. Agency declares, and Athens, for itself and its successors and assigns, hereby covenants and agrees that the Property shall not be occupied, purchased, conveyed or otherwise utilized for purposes of real estate speculation.

1.3 **Incorporation of Franchise Operations Agreement.** Agency declares, and Athens, for itself and its successors and assigns, hereby covenants and agrees to hold, use and maintain the Property, and to operate the MRF/TS, subject to all rights and obligations established by the Franchise Agreement – Operations. All terms and provisions of the Franchise Agreement – Operations, a true and correct copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference, are hereby incorporated into the terms of this Declaration as though set forth herein in full, and the provisions of the Franchise Agreement – Operations shall be binding upon the Property as a covenant, condition and restriction hereof.

1.4 **Compliance With Ordinances.** Athens, for itself and its successors and assigns, shall comply with all ordinances, regulations and standards of the City and

Agency applicable to the Property. Athens shall comply with all rules and regulations of any assessment district of the City with jurisdiction over the Property.

1.5 **Public Agency Rights of Access.** Agency declares, and Athens, for itself and its successors and assigns, hereby covenants and agrees to grant to the Agency, the City and other public agencies the right, at their sole risk and expense, to enter the Property or any part thereof at all reasonable times with as little interference as possible for the purpose of construction, reconstruction, relocation, maintenance, repair or service of any public improvements or public facilities located on the Property. Any damage or injury to the Property or to the improvements constructed thereon resulting from such entry shall be promptly repaired at the sole expense of the public agency responsible for the entry.

1.6 **Non-Discrimination.** There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, ancestry, sexual orientation, gender or national origin in the sale, lease, rental, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall the transferee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Property.

ARTICLE 2 ENFORCEMENT

2.1 **Termination.** No breach of this Declaration shall act as a waiver or entitle any party to cancel, rescind or otherwise terminate this Declaration, or excuse the performance of such obligations hereunder; provided that, however, this limitation shall not affect in any manner any other rights or remedies available by reason of such breach or by reason of the terms and provisions of the other Agreements.

2.2 **Injunction.** Notwithstanding anything contained herein to the contrary, in the event of any violation or threatened violation of any of the terms, covenants, restrictions and conditions contained herein, in addition to the other remedies herein provided, the right to enjoin such violation or threatened violation in a court of competent jurisdiction shall remain available.

2.3 **City as Third-Party Beneficiary.** Declarant and Athens hereby acknowledge and agree that the terms of this Declaration and of the Agreements are intended for the benefit of the City of Irwindale and, as such, the City is hereby declared to be a third-party beneficiary to this Declaration with all rights and powers of enforcement over this Declaration.

ARTICLE 3 ENCUMBRANCES & MORTGAGE PROTECTION

3.1 **Athens' Breach Not to Default Mortgage Lien.** The breach of any of the covenants or restrictions contained in this Declaration by Athens or its successors and

assigns shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to the Property or any part thereof or interest therein, whether or not said mortgage or deed of trust is subordinated to this Declaration; but, unless otherwise herein provided, the terms, conditions, covenants, restrictions and reservations of this Declaration shall be binding and effective against the holder of any such mortgage or deed of trust and any owner of any of the Property or any part thereof whose title thereto is acquired by foreclosure, deed-in-lieu of foreclosure, trustee's sale, or otherwise.

3.2 **Amendments or Modifications to Declaration.** No purported rule, regulation, modification, amendment and/or termination of this Declaration shall be binding upon or affect the rights of any mortgagee holding a mortgage or deed of trust upon the Property that is recorded in the Office of the Los Angeles County Recorder prior to the date any such rule, regulation, modification, amendment or termination is recorded in such office, without the prior written consent of such mortgagee.

3.3 **Liens Subordinate.** Any monetary lien provided for herein shall be subordinate to any bona fide mortgage or deed of trust covering an ownership interest or leasehold or subleasehold estate in and to the Property and any purchaser at any foreclosure or trustee's sale (as well as any by deed or assignment in lieu of foreclosure or trustee's sale) under any such mortgage or deed of trust shall take title free from any such monetary lien, but otherwise subject to the provisions hereof; provided that, after the foreclosure of any such mortgage and/or deed of trust, all other assessments provided for herein to the extent they relate to the expenses incurred subsequent to such foreclosure, assessed hereunder to the purchaser at the foreclosure sale, as owner of the Property after the date of such foreclosure sale, shall become a lien upon the Property and may be perfected and foreclosed.

ARTICLE 4 COVENANTS TO RUN WITH THE LAND

This Declaration is designed to create equitable servitudes and covenants running with the Property. Agency hereby declares that all of the Property shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to these covenants, conditions, restrictions and equitable servitudes, all of which are for the purposes of uniformly enhancing or protecting the value, attractiveness and desirability of the Property. The covenants, conditions, restrictions, reservations, equitable servitudes, liens and charges set forth herein shall: (i) run with the Property, (ii) be binding upon all persons having any right, title or interest in the Property, or any part thereof, their heirs, successive owners and assigns, and (iii) shall be binding upon Athens, its successors and assigns and successors in interest.

ARTICLE 5 TERM

5.1 **Term of Declaration.** The effective term of the covenants, conditions and restrictions contained in this Declaration shall be coterminous with the longest term applicable to the Agreements, or whichever of the Agreements is last to terminate.

5.2 **Upon Termination of Declaration.** Upon expiration of the term of this Declaration, the covenants, conditions and restrictions described herein shall automatically terminate and cease to be of binding effect, and the City and the Agency shall, after written request of Athens or its successor, execute and record such instruments as Athens reasonably requires to release and relinquish this Declaration. In addition, Athens shall have the right to execute and record such instruments as may be reasonably required to release and relinquish this Declaration and any amendment thereto.

ARTICLE 6 MISCELLANEOUS

6.1 **Modification.** This Declaration may not be modified, terminated or rescinded, in whole or in part, except by a written instrument duly executed and acknowledged by the parties hereto, their successors or assigns, and duly recorded in the Office of the County Recorder, County of Los Angeles.

6.2 **Governing Law.** This Declaration shall be governed by and construed in accordance with the laws of the State of California.

6.3 **Severability.** The invalidity or unenforceability of any provision of this Declaration with respect to a particular party or set of circumstances shall not in any way affect the validity and enforceability of any other provision hereof, or the same provision when implied to another party or to a different set of circumstances.

6.4 **Notices.** Any notice to be given under this Declaration shall be given by personal delivery or by depositing the same in the United States Mail, certified or registered, postage prepaid, at the following address:

If to Athens: Athens Services
P.O. Box 6009
City of Industry, CA 91716-0009

With copy to: Gibson, Dunn & Crutcher LLP
333 South Grand Avenue, Suite 4900
Los Angeles, CA 90071
Attention: Amy R. Forbes

If to Agency/City: Successor Agency to the Irwindale RDA or City of Irwindale
5050 North Irwindale Avenue
Irwindale, CA 91706

With copy to: Aleshire & Wynder, LLP
18881 Von Karman Avenue, Suite 400
Irvine, CA 92612
Attention: Fred Galante, Agency Counsel

Any notice delivered personally shall be effective upon delivery. Any notice given by mail as above provided shall be effective forty-eight (48) hours after deposit in the mails. Any party may change address for notice by giving written notice of such change to the other party.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first written above.

"AGENCY" AS DECLARANT:

SUCCESSOR AGENCY TO THE
IRWINDALE COMMUNITY
REDEVELOPMENT AGENCY

Date: _____

By: _____
_____, Chairperson

ATTEST:

By: _____
Agency Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Agency Counsel

ACKNOWLEDGED & ACCEPTED BY
"ATHENS"

ARAKELIAN ENTERPRISES, INC., dba
"Athens Services," a California Corporation

By: _____
Ron Arakelian, Jr.,
Board Chairman

By: _____
Michael Arakelian,
Vice President/Secretary

Attachment 8: Required Approvals

1. Oversight Board Resolution
2. State Department of Finance Approval of Sale
3. General Plan Amendment (Commercial to Commercial/Industrial)
4. Zone Text Amendment (Alcohol Sales Distance Requirements)
5. Development Agreement (Use Authorization and Project Conditions)
6. Conditional Use Permit (Alcohol Sales)
7. Franchise Agreement (Franchise and Regulate Operations)