



CITY OF IRWINDALE

5050 N. IRWINDALE AVE., IRWINDALE CA 91706 • PHONE: (626) 430-2200 • FACSIMILE: 962-4209

MARK A. BRECEDA
MAYOR

ALBERT F. AMBRIZ
MAYOR PRO TEM

LARRY G. BURROLA
COUNCILMEMBER

MANUEL R. GARCIA
COUNCILMEMBER

H. MANUEL ORTIZ
COUNCILMEMBER

**AGENDA FOR THE REGULAR MEETING OF THE
CITY COUNCIL
SUCCESSOR AGENCY TO THE
IRWINDALE COMMUNITY REDEVELOPMENT AGENCY
HOUSING AUTHORITY**

SEPTEMBER 28, 2016

**5:30 P.M. - CLOSED SESSION
6:30 P.M. - OPEN SESSION**

IRWINDALE CITY HALL / COUNCIL CHAMBER

**CLOSED SESSION – CITY HALL CONFERENCE ROOM
REGULAR MEETING – CITY HALL COUNCIL CHAMBER**

Spontaneous Communications: The public is encouraged to address the City Council on any matter listed on the agenda or on any other matter within its jurisdiction. The City Council will hear public comments on items listed on the agenda during discussion of the matter and prior to a vote. The City Council will hear public comments 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 City Council may direct staff to investigate and/or schedule certain matters for consideration at a future City Council meeting.

Americans with Disabilities Act: In compliance with the ADA, if you need special assistance to participate in a City Council 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).



Code of Ethics

As City of Irwindale Council Members, our fundamental duty is to serve the public good. We are committed to the principle of an efficient and professional local government. We will be exemplary in obeying the letter and spirit of Local, State and Federal laws and City policies affecting the operation of the government and in our private life. We will be independent and impartial in our judgment and actions.

We will work for the common good of the City of Irwindale community and not for any private or personal interest. We will endeavor to treat all people with respect and civility. We will commit to observe the highest standards of morality and integrity, and to faithfully discharge the duties of our office regardless of personal consideration. We shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of others.

We will inform ourselves on public issues, listen attentively to public discussions before the body, and focus on the business at hand. We will base our decisions on the merit and substance of that business. We will be fair and equitable in all actions, claims or transactions. We shall not use our official position to influence government decisions in which we have a financial interest or where we have a personal relationship that could present a conflict of interest, or create a perception of a conflict of interest.

We shall not take advantage of services or opportunities for personal gain by virtue of our public office that are not available to the public in general. We shall refrain from accepting gifts, favors or promises of future benefit that might compromise our independence of judgment or action or give the appearance of being compromised.

We will behave in a manner that does not bring discredit or embarrassment to the City of Irwindale. We will be honest in thought and deed in both our personal and official lives.

Ultimate responsibility for complying with this Code of Ethics rests with the individual elected official. In addition to any other penalty as provided by law, violation of this Code of Ethics may be used as a basis for disciplinary action or censure of a Council Member.

These things we hereby pledge to do in the interest and purposes for which our government has been established.

IRWINDALE CITY COUNCIL



CLOSED SESSION – 5:30 P.M.

1. Conference with Legal Counsel – Existing Litigation

Pursuant to California Government Code Section 54956.9

- 1) Name of Case: USA Waste of California, Inc. v. City of Irwindale, et al.
Case Number: LASC Case Number KC 066276

- 2) Name of Case: Manuel Garcia v. City of Irwindale
Case Number: KC066877
Conflict of Interest: Breceda and Garcia

2. Conference with Real Property Negotiators

Pursuant to California Government Code Section 54956.8

- Property: 15768 Arrow Highway (Shannon Casket)
- Negotiating Parties: Irwindale Industrial Medical Clinic & Successor Agency
- Under Negotiation: Price and terms of sale
- Conflict of Interest: Breceda

ADJOURN

OPEN SESSION – 6:30 P.M.

- A. **CALL TO ORDER**

- B. **PLEDGE OF ALLEGIANCE**

- C. **INVOCATION**

- D. **ROLL CALL:** Councilmembers: Larry G. Burrola, Manuel R. Garcia, H. Manuel Ortiz;
Mayor Pro Tem Albert F. Ambriz; Mayor Mark A. Breceda

- E. **REPORT FROM CLOSED SESSION**

- F. **CHANGES TO THE AGENDA**
- G. **COUNCIL MEMBER TRAVEL REPORTS**
- H. **ANNOUNCEMENTS**
- I. **INTRODUCTION OF NEW EMPLOYEES/PROMOTIONS**
 - 1. Motor Officer Rudy Campos
- J. **PROCLAMATIONS / PRESENTATIONS / COMMENDATIONS**
 - 1. Chamber of Commerce Business of the Month - AMR

SPONTANEOUS COMMUNICATIONS

This is the time set aside for members of the audience to speak on items not on this agenda. State law prohibits any Council discussion or action on such communications unless 1) the Council by majority vote finds that a catastrophe or emergency exists; or 2) the Council by at least four votes finds that the matter (and need for action thereon) arose within the last five days. Since the Council cannot (except as stated) participate it is requested that all such communications be made in writing so as to be included on the next agenda for full discussion and action. If a member of the audience feels he or she must proceed tonight, then each speaker will be limited to 2 minutes and each subject limited to 6 minutes, unless such time limits are extended.

1. CONSENT CALENDAR

The Consent Calendar contains matters of routine business and is to be approved with one motion unless a member of the City Council requests separate action on a specific item. At this time, members of the audience may ask to be heard regarding an item on the Consent Calendar.

A. Minutes

Recommendation: Approve the following minutes:

- 1. Special meeting held September 12, 2016
- 2. Regular meeting held September 14, 2016

B. Warrants/Demands/Payroll

Recommendation: Approve

C. Declaration of Surplus Property

Recommendation: Determine the equipment items listed in this report be declared surplus property and authorize the City Manager, or his designee, to dispose of the property in accordance with Section 3.44.150 of the Irwindale Municipal Code.

D. Approval of Plans and Specifications for Federally Funded Project for Interstate 605 at Live Oak Avenue

Recommendation: 1) Approve the project and find it categorically exempt from the provisions of the California Environmental Quality Act; 2) approve the plans and specifications for the federally funded project in the Interstate 605 at Live Oak Avenue; and 3) authorize staff to proceed with the preparation of the bid package for Caltrans approval and solicit bids for construction of the project.

E. Resolution Approving Donation to the City of Hope

Recommendation: **Adopt Resolution No. 2016-58-2872** entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE FINDING THAT THE PUBLIC PURPOSE WOULD BE SERVED BY THE DONATION TO THE CITY OF HOPE FOR THE USE OF A BILLBOARD DISPLAY IN THE CITY OF IRWINDALE AND APPROVING THE DONATION THERETO" reading by title only and waiving further reading thereof.

2. NEW BUSINESS

A. Update on the Classification and Compensation Study (Verbal)

B. Release of Regulatory Agreement for Hallett Boats / Nick and Shirley Barron (Joint Successor Agency Item No. 2A)

Recommendation: Ratify the approval of a Release of Regulatory Agreement between the former Irwindale Community Redevelopment Agency (ICRA), City and Nick and Shirley Barron.

3. OLD BUSINESS

4. PUBLIC HEARINGS

- A. Purchase and Sale Agreement for Acquisition and Development of the Property and Existing Improvements Located at the 15768 Arrow Highway Site (APN 8417-035-902)
(Joint Successor Agency Agenda Item 3A)

Recommendation: **Adopt Resolution No. SA 2016-42-2856** authorizing the execution of a Purchase and Sale Agreement and Escrow Instructions (“Purchase and Sale Agreement” or “PSA”) with the Irwindale Industrial Medical Clinic (“Purchaser” or “IIMC” for sale and subsequent development of a 13,000-square foot medical clinic and a restaurant pad at the 2.53-acre site located at 15768 Arrow Highway (“Property”), also known as the former Shannon Casket Property, Property No. 3 in the Successor Agency’s approved Long-Range Property Management Plan (“LRPMP”).

5. CITY MANAGER’S REPORT

6. ADJOURN

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

- A. Report from Closed Session

SPONTANEOUS COMMUNICATIONS

This is the time set aside for members of the audience to speak on items not on this agenda. Spontaneous Communications for the Successor Agency are subject to the same State prohibitions and City guidelines as cited on the City Council agenda.

1. CONSENT CALENDAR

- A. Minutes

Recommendation: Approve the following minutes:

1. Regular meeting held September 14, 2016

- B. Warrants

Recommendation: Approve

2. NEW BUSINESS

- A. Release of Regulatory Agreement for Hallett Boats / Nick and Shirley Barron (Joint City Council Item No. 2B)

Recommendation: Ratify the approval of a Release of Regulatory Agreement between the former Irwindale Community Redevelopment Agency (ICRA), City and Nick and Shirley Barron.

3. PUBLIC HEARINGS

- A. Purchase and Sale Agreement for Acquisition and Development of the Property and Existing Improvements Located at the 15768 Arrow Highway Site (APN 8417-035-902) (Joint City Council Agenda Item 4A)

Recommendation: **Adopt Resolution No. SA 2016-42-2856** authorizing the execution of a Purchase and Sale Agreement and Escrow Instructions ("Purchase and Sale Agreement" or "PSA") with the Irwindale Industrial Medical Clinic ("Purchaser" or "IIMC" for sale and subsequent development of a 13,000-square foot medical clinic and a restaurant pad at the 2.53-acre site located at 15768 Arrow Highway ("Property"), also known as the former Shannon Casket Property, Property No. 3 in the Successor Agency's approved Long-Range Property Management Plan ("LRPMP").

4. ADJOURN

HOUSING AUTHORITY

- A. Report from Closed Session

SPONTANEOUS COMMUNICATIONS

This is the time set aside for members of the audience to speak on items not on this agenda. Spontaneous Communications for the Housing Authority are subject to the same State prohibitions and City guidelines as cited on the City Council agenda.

1. CONSENT CALENDAR

- A. Minutes

Recommendation: Approve the following minutes:

- 1. Regular meeting held September 14, 2016.

2. NEW BUSINESS

3. PUBLIC HEARINGS

4. ADJOURN

AFFIDAVIT OF POSTING

I, Laura M. Nieto, Deputy City Clerk, certify that I caused the agenda for the regular meeting of the City Council, Irwindale Successor Agency to the Irwindale Community Redevelopment Agency, and Housing Authority, to be held on September 28, 2016 be posted at the City Hall, Library, and Post Office on September 22, 2016.

Laura M. Nieto, CMC

Laura M. Nieto, CMC

Deputy City Clerk

COUNCIL AGENDA
ITEM 1A1

IRWINDALE CITY COUNCIL CHAMBER
5050 N. IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706

SEP 28 2016

SEPTEMBER 12, 2016
WEDNESDAY
5:30 P.M.

The Irwindale CITY COUNCIL met in regular session at the above time and place.

ROLL CALL:

Present: Councilmembers Larry G. Burrola, Manuel R. Garcia,
H. Manuel Ortiz; Mayor Pro Tem Albert F. Ambriz;
Mayor Mark A. Breceda

Also present: John Davidson, City Manager; Fred Galante, City
Attorney

**RECESS TO
CLOSED SESSION**

At 5:30 p.m., the City Council recessed to Closed Session to
discuss the following:

Conference with Legal Counsel – Existing Litigation
Pursuant to California Government Code Section 54956.9

Name of Case: USA Waste of California, Inc., v. City of
Irwindale, et al.

Case Number: LASC Case Number KC 066276

ACTION: Held a discussion on the existing litigation
matter of USA Waste vs. City of Irwindale,
provided direction on settlement and no further
reportable action was taken.

ADJOURNMENT

There being no further business to conduct, the meeting was
adjourned at 6:04 p.m.

Laura M. Nieto, CMC
Deputy City Clerk

COUNCIL AGENDA
ITEM 1A2

IRWINDALE CITY COUNCIL CHAMBER
5050 N. IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706

SEP 28 2016

SEPTEMBER 14, 2016
WEDNESDAY
5:33 P.M.

The Irwindale **CITY COUNCIL** met in regular session at the above time and place.

ROLL CALL:

Present: Councilmembers Larry G. Burrola, Manuel R. Garcia,
H. Manuel Ortiz; Mayor Pro Tem Albert F. Ambriz;
Mayor Mark A. Breceda

Also present: John Davidson, City Manager; Fred Galante, City
Attorney; Anthony Miranda, Police Chief; Eva Carreon, Director of
Finance; William Tam, Director of Public Works / City Engineer; Gus
Romo, Director of Community Development; Mary Hull, Human
Resources Manager, and Laura Nieto, Deputy City Clerk

RECESS TO
CLOSED SESSION

At 5:33 p.m., the City Council recessed to Closed Session to
discuss the following:

Conference with Legal Counsel – Existing Litigation
Pursuant to California Government Code Section 54956.9

- 1) Name of Case: USA Waste of California, Inc. v. City of
Irwindale, et al.
Case Number: LASC Case Number KC 066276

ACTION: Update provided; no further reportable action taken

- 2) Name of Case: City of Gardena vs. Regional Water Quality
Control Board, et al.
Case Number: OC Superior Court Case No. 30-2016-
00833722 CU-WM-CJC

ACTION: Update provided; direction provided; no further
reportable action taken

RECONVENE IN
OPEN SESSION

At 6:30 p.m., the City Council reconvened in Open Session.

CHANGES TO THE
AGENDA

None.

COUNCILMEMBER
TRAVEL REPORTS

None.

ANNOUNCEMENTS

MAYOR PRO TEM
AMBRIZ

Mayor Pro Tem Ambriz reported on his attendance at the 30th
Anniversary Celebration for the Senior Center and complimented all
staff members and departments involved in the event.

COUNCILMEMBER ORTIZ Councilmember Ortiz also commended the Senior Center staff and noted that he has received many compliments for their wonderful events and activities. He also indicated that he has received compliments for the Library staff as well. He then reported his attendance at the Gold Line Joint Powers Authority meeting held on September 8, on their plans to begin designing the stations between Azusa and Montclair, and how he collaborated in arranging for a bus stop to be installed at the Irwindale station in October. He then spoke on possible traffic hazards being created when drivers park semi trucks too far from the curbs along Los Angeles and Cypress streets, and requested that staff check into this.

COUNCILMEMBER BURROLA Councilmember Burrola also reported on his attendance at the event at the Senior Center and requested staff follow-up on stagnant water and gnats at Calle del Sur and Sabre Lane.

**INTRODUCTION OF
NEW EMPLOYEES /
PROMOTIONS**

None.

**PROCLAMATIONS /
PRESENTATIONS /
COMMENDATIONS**

None.

**SPONTANEOUS
COMMUNICATIONS**

None.

CONSENT CALENDAR

MOTION A motion was made by Councilmember Ortiz, seconded by Councilmember Burrola, to approve the Consent Calendar; reading resolutions and ordinances by title only and waiving further reading thereof. The motion was unanimously approved.

**ITEM NO. 1A
MINUTES**

MINUTES

The following minutes were approved:

- 1) Regular meeting held August 24, 2016.
- 2) Special meeting held August 31, 2016.

**ITEM NO. 1B
WARRANTS / DEMANDS
/ PAYROLL**

WARRANTS / DEMANDS / PAYROLL

The warrants / demands / payroll were approved.

**ITEM NO. 1C
PROPOSED END-OF-
YEAR CLOSURE OF
CITY FACILITIES FOR**

PROPOSED END-OF-YEAR CLOSURE OF CITY FACILITIES FOR 2016

The closure of some city facilities during the period of December 25,

2016

2016, through and including January 7, 2017, was approved, and the City Manager was authorized to implement said closure.

ITEM NO. 1D
REQUEST TO APPROVE CONTRACT AMENDMENT NO. 1 FOR ENVIRONMENTAL IMPACT SCIENCES TO PROVIDE ADDITIONAL ENVIRONMENTAL CONSULTING SERVICES

REQUEST TO APPROVE CONTRACT AMENDMENT NO. 1 FOR ENVIRONMENTAL IMPACT SCIENCES TO PROVIDE ADDITIONAL ENVIRONMENTAL CONSULTING SERVICES

Contract Amendment No. 1 with Environmental Impact Sciences ("EIS") to provide additional environmental consulting services for the preparation of California Environmental Quality Act (CEQA) documents (Initial Study and Mitigated Negative Declaration) for a proposed development located at 242 Live Oak Avenue (Project), was approved.

ITEM NO. 1E
APPROVE A FEE WAIVER FOR A FUNDRAISING EVENT IN SUPPORT OF THE POLICE DEPT'S PINK PATCH PROJECT IN PARTNERSHIP WITH IRWINDALE CROSSFIT FOR BREAST CANCER AWARENESS ON OCTOBER 29, 2016

APPROVE A FEE WAIVER FOR A FUNDRAISING EVENT IN SUPPORT OF THE POLICE DEPARTMENT'S PINK PATCH PROJECT IN PARTNERSHIP WITH IRWINDALE CROSSFIT FOR BREAST CANCER AWARENESS ON OCTOBER 29, 2016

RESOLUTION NO.
2016-56-2870
ADOPTED

Resolution No. 2016-56-2870, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE APPROVING A SPONSORSHIP IN THE FORM OF A FEE WAIVER FOR A FUNDRAISING EVENT IN SUPPORT OF THE POLICE DEPARTMENT'S PINK PATCH PROJECT IN PARTNERSHIP WITH IRWINDALE CROSSFIT FOR BREAST CANCER AWARENESS ON OCTOBER 29, 2016," was adopted.

ITEM NO. 1F
TRAFFIC IMPACT MITIGATION FEE AGREEMENT BETWEEN CITY OF IRWINDALE AND 10TH STREET XC, LLC, FOR THE DEVELOPMENT OF A 342,629 SQUARE FOOT INDUSTRIAL AND WAREHOUSING BUILDING ON THE WEST SIDE OF TODD

TRAFFIC IMPACT MITIGATION FEE AGREEMENT BETWEEN CITY OF IRWINDALE AND 10TH STREET XC, LLC, FOR THE DEVELOPMENT OF A 342,629 SQUARE FOOT INDUSTRIAL AND WAREHOUSING BUILDING ON THE WEST SIDE OF TODD AVENUE OPPOSITE TENTH STREET IN THE CITY OF AZUSA

The Mayor was approved and authorized to execute a Traffic Impact Mitigation Fee Agreement with 10th Street XC, LLC.

AVE. OPPOSITE
TENTH ST. IN THE
CITY OF AZUSA

ITEM NO. 1G
ACCEPTANCE OF
PUBLIC WORKS
CONSTRUCTION
CONTRACT –
CONSTRUCTION OF
TRAFFIC SIGNAL AND
STRIPING
MODIFICATIONS FOR
MYRTLE AVE. AND
LONGDEN AVE.

ACCEPTANCE OF PUBLIC WORKS CONSTRUCTION
CONTRACT – CONSTRUCTION OF TRAFFIC SIGNAL AND
STRIPING MODIFICATIONS FOR MYRTLE AVENUE AND
LONGDEN AVENUE

1) The changes in the work were ratified and the improvements and maintenance responsibility for the construction of a traffic signal and striping modifications for Myrtle Avenue and Longden Avenue were accepted; 2) the recording of the notice of completion was authorized; 3) the final construction contract amount of \$267,417.29 was approved, and the release of the 5% retention amount for the Project was authorized; 4) the final cost of inspection services for Samir Koury, dba Coory Engineering, was approved.

ITEM NO. 1H
APPROVAL OF
AMENDMENT NO. 1
TO EXCHANGE
AGREEMENT AND
ASSIGNMENT OF
FEDERAL SURFACE
TRANSPORTATION
PROGRAM – LOCAL
FUNDS

APPROVAL OF AMENDMENT NO. 1 TO EXCHANGE
AGREEMENT AND ASSIGNMENT OF FEDERAL SURFACE
TRANSPORTATION PROGRAM – LOCAL FUNDS

The City Manager was authorized to execute an amendment to the Exchange Agreement and Assignment of Federal Surface Transportation Program Local Funds with the Los Angeles County Metropolitan Transportation Authority (LACMTA).

END OF CONSENT CALENDAR

NEW BUSINESS

ITEM NO. 2A
AMENDMENT TO
CITY MANAGER
EMPLOYMENT AGMT.

AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT

CITY ATTORNEY
GALANTE

City Attorney Galante discussed the staff report.

MAYOR PRO TEM
AMBRIZ

Mayor Pro Tem commended and expressed his admiration of City Manager Davidson for the great work he has been performing.

MOTION

A motion was made by Mayor Pro Tem Ambriz, seconded by Mayor Breceda, to approve Amendment No. 3 to the City Manager Employment Agreement.

MAYOR BRECEDA

Mayor Breceda also noted City Manager Davidson's great work and noted that he has the respect of his employees.

COUNCILMEMBER ORTIZ Councilmember Ortiz thanked City Manager Davidson for agreeing to continue working for the city for another two years. He stated that city staff and the Council feel great about working with Mr. Davidson and that the residents speak very highly of him and how he has improved the city. He suggested adding two items to City Manager Davidson's list of goals: the installation of a left turn traffic signal on Cypress/Irwindale, and the exploration of commercial development around the Gold Line station.

ROLL CALL The above-mentioned motion was unanimously approved.

ITEM NO. 2B
RESIDENT BENEFIT PROGRAM RESIDENT BENEFIT PROGRAM – APPROVAL OF CLIENT SERVICES AGREEMENT WITH OPTUMRX, TERMINATE CONTRACT WITH SUPERIOR ADMINISTRATORS, AND PROVIDE DIRECTION TO STAFF REGARDING COPAY CHANGES AND PRESCRIPTION DRUG FORMULARY

HOUSING COORDINATOR OLIVARES Housing Coordinator Olivares discussed the staff report.

MAYOR BRECEDA Mayor Breceda opposed modifying the program if it proved to burden the residents.

MAYOR PRO TEM AMBRIZ Mayor Pro Tem Ambriz also spoke against implementing changes if it were to burden residents, particularly the seniors.

COUNCILMEMBER BURROLA As requested by Councilmember Burrola, Housing Coordinator Olivares provided additional clarifying comments regarding the staff report.

DISCUSSION HELD Discussion was held regarding: 1) the responsibilities of the Pharmacy Benefits Manager, 2) the estimated savings if the Council were to implement the recommended changes, 3) current processes vs. proposed processes, 4) coordination of benefits, and 5) brand name vs. generic prescriptions.

MAYOR BRECEDA Mayor Breceda noted that \$960,000 has been allocated in the 2016/17 budget for the program, to which Housing Coordinator Olivares advised that the city typically spends all of the appropriated funds; sometimes more.

COUNCILMEMBER BURROLA Responding to questions by Councilmember Burrola, Housing Coordinator Olivares advised that staff is recommending approving the three-year contract that was submitted as part of the staff report.

CITY ATTORNEY GALANTE City Attorney Galante added that the proposed three-year term can be extended in one-year increments.

- COUNCILMEMBER BURROLA HOUSING COORDINATOR OLIVARES Councilmember Burrola expressed concern over possible fraud within the program. Housing Coordinator Olivares responded by explaining that there are no changes proposed regarding how residents obtain their medication prescriptions, and that the proposed program changes would not affect how residents obtain their prescription medicine.
- COUNCILMEMBER ORTIZ As requested by Councilmember Ortiz, Housing Coordinator Olivares discussed the functions of the Pharmacy Benefits Manager and potential savings. Councilmember Ortiz stated that he is in favor of cost savings, but is opposed to increasing copays.
- MOTION A motion was made by Mayor Breceda, seconded by Councilmember Ortiz, to 1): adopt:
- RESOLUTION NO. 2016-57-2871 ADOPTED **Resolution No. 2016-57-2871**, entitled:
"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE AUTHORIZING A CLIENT SERVICES AGREEMENT WITH OPTUMRX, TERMINATING THE CONTRACT WITH SUPERIOR ADMINISTRATORS, AND PROVIDING DIRECTION TO STAFF REGARDING COPAY CHANGES AND PRESCRIPTION DRUG FORMULARY FOR SERVICES RELATED TO THE RESIDENT BENEFIT PROGRAM," reading by title only and waiving further reading thereof;
3) authorize the City Manager to execute the Client Services Agreement and the Business Associate Agreement, subject to review and approval as to form by the City Attorney; and 3) authorize staff to work directly with OptumRx regarding participant eligibility and terminate the contract with Superior Administrators.
- COUNCILMEMBER GARCIA Councilmember Garcia expressed concern over possible hardships that the proposed changes would have on residents, to which Housing Coordinator Olivares spoke on HIPAA requirements, and how staff is considering implementing a test group to ensure a streamlined process.
- SUZANNE GOMEZ Suzanne Gomez stated that the proposed program may increase exposure to sensitive information, but that she was sure that the City Attorney and the City Manager would ensure that individuals' records are maintained as confidential.
- PAULINE ACOSTA Pauline Acosta acknowledged that prescription copays can be burdensome, but that the city must find ways to reduce costs.

COUNCILMEMBER ORTIZ	Responding to a question by Councilmember Ortiz, Housing Coordinator Olivares advised that the proposed changes would initially create more work in that the end users will need to be educated about the changes.
ROLL CALL	The above-mentioned motion was unanimously approved.
<u>ITEM NO. 2C</u> UPDATE ON TRAFFIC CALMING MEASURES ON CYPRESS AVE.	UPDATE ON TRAFFIC CALMING MEASURE ON CYPRESS AVENUE (Verbal update by Public Works Director Tam)
DIRECTOR TAM	Director Tam provided his verbal report. He advised that the purpose of the speed and traffic study was to minimize safety concerns. The data shows that Cypress Avenue is being used as a bypass for Arrow, and that many drivers are speeding. Staff is attempting to find a solution to both problems, and will return to the Council with its recommendation, probably around October.
CITY ATTORNEY GALANTE	City Attorney Galante noted that Mayor Breceda and Councilmember Ortiz will not participate in the future discussion due to a potential conflict of interest.
COUNCILMEMBER BURROLA	Responding to a question by Councilmember Burrola, Director Tam advised that staff analyzed traffic volume and found it to be low on Nora/Fraijo and that a traffic signal really is not warranted.
COUNCILMEMBER GARCIA	Councilmember Garcia expressed his disappointment in this finding and stated that a traffic signal is the only solution he would accept.
MAYOR PRO TEM AMBRIZ	Mayor Pro Tem Ambriz concurred with Councilmember Garcia.
<u>OLD BUSINESS</u>	None.
<u>PUBLIC HEARINGS</u>	None.
<u>CITY MANAGER'S REPORT</u>	
CITY MANAGER DAVIDSON	City Manager Davidson reported that staff is hoping for a successful turnout for the Mexican Independence "MI" Fiesta to be held on Friday; noted the expanded Library hours; expressed his gratitude in the confidence that the Council has in him; and acknowledged the support he has received from staff.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 7:38 p.m.

Laura M. Nieto, CMC
Deputy City Clerk

Accounts Payable

Checks by Date - Summary By Check Number

User: mzepepa
Printed: 9/21/2016 - 11:27 AM



Check Number	Vendor No	Vendor Name	Check Date	Check Amount
60467	AZUSALW	Azusa Light & Water	09/08/2016	944.49
60468	BANKOF03	Bank of The West	09/08/2016	5,914.84
60469	CALIFO02	California American Water	09/08/2016	890.35
60470	CAMPOS05	Rudy Campos	09/08/2016	125.96
60471	FRONT01	Frontier Communications	09/08/2016	1,226.64
60472	GONZAL21	Angel Gonzalez	09/08/2016	75.01
60473	HOYEN	Noelle Hoye	09/08/2016	540.00
60474	KEYSTQ	Keystone Uniform Depot	09/08/2016	254.51
60475	LABLUE01	LA Blue Plumbing Heating & A/C	09/08/2016	9,100.31
60476	LINN01	Linn & Associates	09/08/2016	4,250.00
60477	POPULA01	Popular Subscription Service	09/08/2016	2,712.44
60478	ROSENO	Rosenow Spevacek Group Inc	09/08/2016	1,248.75
60479	SANDIE08	San Diego Marriot-Mission Valley	09/08/2016	863.40
60480	SANGAB11	San Gabriel Valley Newspaper	09/08/2016	622.72
60481	SOCIET02	Society for Human Resource Man	09/08/2016	190.00
60482	SCE02	Southern California Edison	09/08/2016	543.62
60483	VALLEY01	Valley County Water District	09/08/2016	5,795.63
60484	VALLEY09	Valley View Mutual Water Co.	09/08/2016	52.23
60485	XEROXC	Xerox Corporation	09/08/2016	147.21
Report Total:				35,498.11

Accounts Payable

Checks by Date - Summary By Check Number

User: mzepeda
Printed: 9/21/2016 - 11:27 AM



Check Number	Vendor No	Vendor Name	Check Date	Check Amount
60486	RSM01	RSM	09/12/2016	53,619.00
60487	AMERIC34	American Fidelity Assurance Co	09/15/2016	1,739.63
60488	AMERIT	Ameritas Life Insurance Corp	09/15/2016	12,039.40
60489	BLUECR02	Anthem Blue Cross	09/15/2016	13,864.31
60490	FRANC06	Franchise Tax Board	09/15/2016	250.00
60491	IMEA	Irwindale Mgmt Employee Assoc.	09/15/2016	300.00
60492	IRWIND02	Irwindale Police Officers Assoc.	09/15/2016	3,389.20
60493	NATION23	National Union Fire Insurance	09/15/2016	556.22
60494	TEXAS01	Texas Life Insurance Co.	09/15/2016	620.75
Report Total:				86,378.51

Accounts Payable

Checks by Date - Summary By Check Number

User: mzepea
Printed: 9/21/2016 - 11:28 AM



Check Number	Vendor No	Vendor Name	Check Date	Check Amount
60495	ARIAS01	Michael Arias	09/15/2016	16.64
60496	Ayala01	Leonor Ayala	09/15/2016	243.75
60497	BRAVO01	Jesus Bravo	09/15/2016	8.01
60498	CALIFO02	California American Water	09/15/2016	46.62
60499	CALIFO03	California JPIA	09/15/2016	160,460.00
60500	CALIFO25	California Library Association	09/15/2016	220.00
60501	CMRTA01	CMRTA	09/15/2016	50.00
60502	CORY02	Shawn Cory	09/15/2016	68.42
60503	FEDEX	FedEx	09/15/2016	5.80
60504	FRONT01	Frontier Communications	09/15/2016	512.91
60505	GALIND02	Ilse Galindo	09/15/2016	73.64
60506	HOMEDE	Home Depot Credit Services	09/15/2016	261.44
60507	RIOHON01	Rio Hondo College	09/15/2016	30.00
60508	SAPIEN01	Rene Sapien	09/15/2016	9.81
60509	SHAKER	Shaker Shirts	09/15/2016	260.50
60510	SMART&	Smart & Final	09/15/2016	534.82
60511	SCE02	Southern California Edison	09/15/2016	12,949.51
60512	STAPLE	Staples Credit Plan	09/15/2016	130.29
60513	TAPIA01	Matthew Tapia	09/15/2016	10.52
60514	VARGAS03	Jose Vargas	09/15/2016	7.47
60515	verizonw	Verizon Wireless	09/15/2016	758.45
60516	WELLS01	Wells Fargo Vendor Fin Serv	09/15/2016	344.03
60517	XEROXC	Xerox Corporation	09/15/2016	395.38
Report Total:				177,398.01

AGENDA REPORT

SEP 28 2016

Date: September 28, 2016
To: Honorable Mayor and City Council
From: John Davidson, City Manager
Issue: Declaration of Surplus Property

City Manager's Recommendation:

Determine the equipment items listed in this report be declared surplus property and authorize the City Manager, or his designee, to dispose of the property in accordance with Section 3.44.150 of the Irwindale Municipal Code.

Analysis:

The equipment items listed below are inoperable, obsolete, and no longer suitable for City use. The equipment is occupying storage space and has no potential marketable value. As such, the Purchasing Officer declares the following items to be surplus property:

355 Essick Pavement Roller
364 Spraypaint Trailer
Smith100 Air Compressor

Section 3.44.150 of the Irwindale Municipal Code requires that items declared by the Purchasing Officer as surplus property be disposed of by a competitive bid process. Given the nominal value of the equipment, the most efficient and cost effective method of securing competitive bids is through a public auction service. A public auction will provide the City with the highest bid and the equipment will be sold in a single, efficient manner.

Fiscal Impact:

Proceeds from the public auction of this equipment is anticipated to be minimal. Any funds received will be credited to the General Fund.

Fiscal Impact:  (Initial of CFO)

Legal Impact:  (Initial of Legal Counsel)

Contact Person: Eva Carreon, Director of Finance
Phone: (626) 430-2221


John Davidson, City Manager

AGENDA REPORT

SEP 28 2016

Date: September 28, 2016
To: Honorable Mayor and Members of the City Council
From: John Davidson, City Manager
Issue: APPROVAL OF PLANS AND SPECIFICATIONS FOR FEDERALLY FUNDED PROJECT FOR INTERSTATE 605 AT LIVE OAK AVENUE

City Manager's Recommendation:

That the City Council (1) approve the project and find it categorically exempt from the provisions of the California Environmental Quality Act; (2) approve the plans and specifications for the federally funded project of the Interstate 605 at Live Oak Avenue; and (3) authorize staff to proceed with the preparation of the bid package for Caltrans approval and solicit bids for construction of the project.

Analysis:

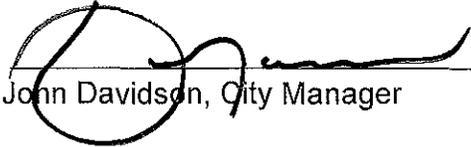
- 1) With the assistance of the former Labor Secretary Hilda Solis, the City of Irwindale was awarded a \$1,439,800 federal grant in 2007-08 for improvements on Live Oak Avenue and Arrow Highway at the Interstate 605, with a local match requirement of \$460,200, for a total projected cost of \$1,900,000. This project is intended to improve the congestion and circulation of the on-off ramps on both Arrow Highway and Live Oak Avenue at this interstate.
- 2) On June 8, 2011, the City Council approved an agreement with AECOM in the amount of \$964,037 for professional engineering and environmental services for the federally funded project of the Interstate 605 at Live Oak Avenue and Arrow Highway.
- 3) On July 10, 2013, the City Council approved Amendment No.1 to the AECOM Agreement to include completion of the design Plans, Specifications, and Estimate (PS&E) of the project. Since the approval of Amendment No.1, our design team has been working closely with Caltrans staff to finalize the design of this project. Based on the feedback received from Caltrans, it was determined that the improvement of Interstate 605 at Live Oak and Arrow Highway be separated into two separate projects as the traffic study reveals the need for improvement at Live Oak Avenue is more pressing than at Arrow Highway. As such, the final design of this project, as approved by Caltrans, is to have the improvements constructed at Live Oak Avenue as Phase One. The improvements at Arrow Highway will be constructed in the future as Phase Two of this project.

- 4) The major scope of work for this project includes the reconstruction of the I-605 northbound off-ramp at Live Oak Avenue and installation of a traffic signal at this intersection. In addition, the direct ramp to eastbound Live Oak Avenue will be widened to provide dual right lanes at Live Oak Avenue. Also, this project will include cold milling the existing asphalt pavement, removal and replacement of road bases in the deteriorated areas, resurfacing with conventional asphalt, re-striping and adjusting utility manholes within the project limits.
- 5) A set of the project plans and specifications is available for review in the City Engineer's office.
- 6) Upon approval by the City Council, the design team will finalize the preparation of the bid package for approval by the Caltrans Local Program Division. It is anticipated that this project will receive authorization from Caltrans in late December. Following Caltrans approval, this project will be advertised in February 2017, with an expected award of contract scheduled for City Council consideration in April 2017.
- 7) This project is considered categorically exempt as it falls under the category of "Access and Safety improvements at an existing interchange off-ramp", pursuant to Sections 15034 (c), Class 1 of CCR Title 14 "Guidelines for California Environmental Quality Act". Also, this project has been determined by Caltrans as compliant with the National Environmental Policy Act (NEPA).
- 8) Funding has been budgeted in the F/Y 2016-17 CIP budget. All costs associated with the construction of this project, less the City's match from Special Mining Funds, Prop C, and Measure R, and less the AECOM agreement, will be reimbursed through the federally funded grant for the remaining grant balance of \$935,963.

Fiscal Impact:  (Initial of CFO) See Note 8 above

Legal Impact: Approved Electronically by Fred Galante (Initial of Legal Counsel) NA

Prepared By: William Tam, Public Works Director/City Engineer - Phone: (626) 430-2212


John Davidson, City Manager

AGENDA REPORT

SEP 28 2016

Date: September 28, 2016
To: Mayor and Members of the City Council
From: John Davidson, City Manager
Issue: Resolution Approving Donation to the City of Hope

City Manager's Recommendation:

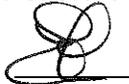
That the City Council of the City of Irwindale approve Resolution No. 2016-58-2872 entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE FINDING THAT THE PUBLIC PURPOSE WOULD BE SERVED BY THE DONATION TO THE CITY OF HOPE FOR THE USE OF A BILLBOARD DISPLAY IN THE CITY OF IRWINDALE AND APPROVING THE DONATION THERETO", reading by title only and waiving further reading thereof.

Analysis:

The City of Hope (COH) annually hosts its Walk for Hope event in November to raise funds for the fight against cancers unique to women. COH is located in the San Gabriel Valley Corporate Campus located in the City of Irwindale and is looking for opportunities to partner with the City. The COH Walk for Hope is seeking sponsors for this event, with recognition for sponsorships at \$2,500 and \$5,000 (brochure attached); which includes in-kind services. Staff is recommending that the City allow COH the right to use one of the billboard faces to promote this event, if a billboard advertising space is available.

The City has been supportive of this type of charitable donation in the past and last year it donated the use of the billboard for the City of Hope Walk for Hope event. The estimated value of the billboard is between \$6,500 to \$15,000 depending on the billboard location and availability. COH would like to use the billboard to advertise the upcoming Walk for Hope event and seek sponsorships and/or donations for this worthy cause.

The benefits provided by COH serve an important public purpose insofar as Walk for Hope is a movement that unites survivors and supporters — women, men and children — in the fight against women's cancers. This movement raises necessary funds to continue groundbreaking research, treatment and education at City of Hope and to raise awareness for women's cancers.

Fiscal Impact:  (Initial of CFO)

There is no loss of revenues to the City since the Agreement with Clear Channel or CBS Outdoor Inc. allows for City use of the billboard for specified periods of time.

Legal Impact:  (Initial of Legal Counsel)

Prepared By/Contact Person: Theresa Olivares, Housing Coordinator
Phone: 430-2294


John Davidson, City Manager

Attachment

RESOLUTION NO. 2016-58-2872

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IRWINDALE FINDING THAT THE PUBLIC PURPOSE WOULD BE SERVED BY THE DONATION TO THE CITY OF HOPE WALK FOR LIFE FOR USE OF A BILLBOARD DISPLAY IN THE CITY OF IRWINDALE AND APPROVING THE DONATION THERETO

WHEREAS, City of Hope, a 501 (c)(3) non-profit organization, ("COH") annually hosts the Walk for Life event to raise funds for the fight against cancers unique to women;

WHEREAS, the City Council of the City of Irwindale finds that the City of Hope serves an important public purpose insofar as Walk for Hope is a movement that unites survivors and supporters — women, men and children — in the fight against women's cancers. This movement raises necessary funds to continue groundbreaking research, treatment and education at City of Hope and to raise awareness for women's cancers;

WHEREAS, annually, the City of Irwindale receives from Clear Channel Communications and CBS Outdoor Inc. the right to use two separate displays of certain billboards along the 210 and 605 Freeways for one month per year and the City Council wishes to donate the use of one display of such billboard for one month in 2016 to the City of Hope to advertise the Walk for Hope event; and

NOW, THEREFORE, the City Council of the City of Irwindale, California, resolves, determines and orders as follows:

1. That the City Council finds the above recitals true and correct.
2. That the City Council hereby finds that the donation to the City of Hope for use of one billboard face display provided by Clear Channel along the 210 and 605 Freeways or CBS Outdoor along the 605 Freeway for one month in 2016 and at a time approved by Clear Channel or CBS Outdoor Inc. and the City serves the public purpose identified in the above recitals.
3. That the City Council hereby approves the aforementioned donation to the City of Hope.
4. That the Deputy City Clerk shall certify the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 28th day of September, 2016

Mark A. Breceda, Mayor

ATTEST

Laura M. Nieto, CMC
Deputy City Clerk

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF IRWINDALE }

I, Laura M. Nieto, Deputy City Clerk of the City of Irwindale, do hereby certify that the foregoing Resolution No. 2016-58-2872 duly adopted by the City Council of the City of the City of Irwindale, at a regular meeting held on the 28th day of September 2016, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers

Laura M. Nieto, CMC
Deputy City Clerk

AGENDA REPORT

Date: September 28, 2016

Successor Agency Agenda

*To: Honorable Mayor and City Council Members
Successor Agency Board*

Item 2A

September 28, 2016

From: Fred Galante, City Attorney/Successor Agency Counsel

Issue: Release of Regulatory Agreement for Hallett Boats/Nick and Shirley Barron

City Manager's Recommendation:

That the City Council and Successor Agency ratify the approval of a Release of Regulatory Agreement between the former Irwindale Community Redevelopment Agency (ICRA), City and Nick and Shirley Barron

Background:

The owners and operators of the Hallett Boats business at 4800 Rivergrade Road, Irwindale ("Property"), Nick and Shirley Barron ("Owners"), entered into a Disposition and Development Agreement with the former ICRA to purchase the Property from the ICRA and develop the Hallett Boats manufacturing and sales facility ("Hallett Boats Facility") on August 17, 2004. As part of the Disposition and Development Agreement, the Owners entered into a Regulatory Agreement and Declaration of Covenants and Restrictions" dated August 17, 2004 and recorded on May 3, 2006 as Instrument No. 06-0969393 in the Official Records of Los Angeles County, California ("Regulatory Agreement") with the ICRA and City.

The Regulatory Agreement requires that Owners maintain the Property and operate the Hallett Boats Facility for 12 years following the completion of development. Additionally, the Regulatory Agreement requires operation during such time to allow the City and ICRA to recoup the anticipated generation of tax increment (expected to be \$1,220,442) and sales tax (expected to be \$600,000) over the 12-year term.

The Owners have operated the Hallett Boats Facility in compliance with the Regulatory Agreement since the completion of construction on or about February 27, 2008. However, the boating business has experienced an unexpected and dramatic decline since the beginning of operations. Indeed, boat manufacturing at the Hallett Boats Facility has gone from a peak of approximately 400 boats per year to about 12 boats in the last 12 months.

This downturn in the boating business has caused the Owners to experience significant losses. To avoid further losses, Owners are in escrow to sell the Property to a high-end car dealership, which is expected to generate significant sales tax revenues to the City. Additionally, the Hallett Boats Facility will be

maintained and, thus, property tax revenues will continue to be generated and potentially increase as a result of the sale. As such, the tax increment generation originally anticipated would not be impacted by any sale or early release of the Regulatory Agreement. Additionally, Owners have committed to move the Hallett Boats business to another location within the City of Irwindale and continue operations of the business, while reducing costs to Owner's business attendant with operating at the Property.

Analysis:

Although Owners have not operated for the entire 12-year term of the Regulatory Agreement, they have substantially complied with the requirements of Section C therein insofar as they have satisfactorily performed the majority of the term despite the effect of the economic impact of the Great Recession of 2008 on the Owner's business. Section C.3 of the Regulatory Agreement explains that the anticipated tax revenues from the development of the Hallett Boats Facility and operation of the business thereon would not be required to be repaid if Owners continue operations for the entire 12-year term. However, the downturn in the boat business was an unexpected occurrence. Due to the elimination of redevelopment agencies in California, no further resources exist to remedy said economic impacts.

Owners notified the City (letter attached) that they are desirous of selling the Property, which requires a release of the Regulatory Agreement so they can move the business to another location in the City. Allowing the Owners to move their Hallett Boats business to another location in the City assists Owners in reducing overhead by moving to a smaller facility. Such a move aids in allowing the business to continue operations, while the City continues to generate sales tax revenues from the business. Additionally, taxing agencies that benefit from any former ICRA tax increment produced from the Property are not harmed insofar as the Hallett Boats Facility constructed in 2008 will remain and property taxes are not reduced. To the contrary, the sale may result in an increased property tax assessment.

Conclusion

In order to allow for the sale of the Property to an identified user anticipated to yield higher property, utility and potentially sales tax benefits, and allow the Owners to relocate within the City in a manner so as to facilitate its business to succeed, Staff is of the opinion that the release of the Regulatory Agreement is appropriate. On September 22, 2016, this request was presented to the Oversight Board and added to its Agenda as a subsequent need item since Stewart Title informed the City Attorneys' office on September 21, 2016 that it would not accept the release without Successor Agency and Oversight Board approval. The Oversight Board added the item to its agenda and approved the Release of the Regulatory Agreement, subject to Successor Agency approval. On that date, the City Manager/Executive Director signed the Release of the Regulatory Agreement, given the time sensitivity of allowing for the close of escrow on the Property.

Fiscal Impact:  (Initial of CFO)

Legal Impact: _____ (Initial of CA)

Contact Person: John Davidson, City Manager/Executive Director
Fred Galante, City Attorney/Successor Agency Counsel

Phone: 626-430-2217


John Davidson, City Manager/
Executive Director

- Attachments:**
1. Regulatory Agreement with Nick and Shirley Barron
 2. August 10, 2016 letter from Mr. Barron to Mr. Davidson
 3. Draft Release of Regulatory Agreement

Coordinated With:

City Manager's Office
Finance
City Attorney

This page is part of your document - DO NOT DISCARD

06 0969393

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
05/03/06 AT 08:00am

TITLE(S) :



FEE

D.T.T.

FREE U

24

CODE
20

CODE
19

CODE
9

Assessor's Identification Number (AIN)

To be completed by Examiner OR Title Company in black ink.

Number of AIN's Shown

THIS FORM IS NOT TO BE DUPLICATED

RECORDED BY:

FIRST AMERICAN TITLE INSURANCE COMPANY
National Commercial Services

WHEN RECORDED MAIL TO

IRWINDALE COMMUNITY REDEVELOPMENT
AGENCY

5050 IRWINDALE AVENUE

IRWINDALE, CALIFORNIA 91706

ATTN. EXECUTIVE DIRECTOR

06 0969393

2

SPACE ABOVE THIS LINE RESERVED FOR RECORDER USE

REGULATORY AGREEMENT AND DECLARATION OF COVENANTS AND RESTRICTIONS

APN 9335-020-912, 913, 914, 915

05/03/06

218385-20

FIRST AMERICAN TITLE INSURANCE COMPANY

3

FREE RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO.

IRWINDALE COMMUNITY REDEVELOPMENT AGENCY
5050 Irwindale Avenue
Irwindale, California 91706
Attention: Executive Director

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

**REGULATORY AGREEMENT AND
DECLARATION OF COVENANTS AND RESTRICTIONS**

2004

THIS REGULATORY AGREEMENT AND DECLARATION OF COVENANTS AND RESTRICTIONS ("Agreement") is made and entered into this 17th day of August, by and between the IRWINDALE COMMUNITY REDEVELOPMENT AGENCY, a public body, corporate and politic ("Agency"), the CITY OF IRWINDALE, a municipal corporation ("City"), and NICK AND SHIRLEY BARRON, husband and wife, as joint tenants (collectively "Owner").

RECITALS:

A. Pursuant to a Disposition and Development Agreement by and between Agency and Owner, dated August 17, 2004, (the "DDA"), Agency and Owner have approved the acquisition by Owner of real property owned by the Agency to facilitate Owner's construction of a boat manufacturing and retail complex on that certain real property located in the City of Irwindale, County of Los Angeles, State of California, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Site").

B. The Site is within the City Industrial Development Project Area ("Project Area") specifically described in the Redevelopment Plan for the Project Area which was approved and adopted by the City Council of the City of Irwindale by Ordinance Number 302 of the City Council of City on July 19, 1976, and subsequently amended by ordinances of the City Council.

C. The purpose of the Redevelopment Plan is to remedy and alleviate blighted conditions associated with undeveloped and unproductive land, inadequate street and circulation systems, unsuitable land mixes, inadequate or total lack of public street improvements, and the existence of substandard and incompatible uses and structures. The redevelopment and restriction of the Site in accordance with the Redevelopment Plan will promote the utility and value of the Site and of the Project Area, for the benefit of its future owners and the entire city.

05/03/06

06 0969393

4

D. Pursuant to the DDA and Redevelopment Plan, Owner has agreed to develop, construct, and maintain a complex of manufacturing and retail buildings for Owner's high-end boat business and complementary retail or industrial use (hereinafter referred to collectively as the "Project"), on the Site.

E. Agency and Owner have determined that Owner will benefit from the Agency's sale of the redesign and construction of the Site, in light of its size and location in the City, and that Agency has incurred \$3,925,207 in assembling the Site, including but not limited to, real estate purchase costs, attorneys fees, appraisal fees, relocation assistance payments, goodwill appraisal fees, environmental testing fees and other consultants' fees totaling \$3,925,207 ("Agency Acquisition Costs"), as further described in the Summary Report prepared and approved by the Agency pursuant to Health & Safety Code section 33433 in its approval of the DDA.

F. As further provided in the DDA, Owner paid to the Agency the purchase price of \$1,604,151, representing the fair market value of the Site (based on the appraised fair market value of \$1,632,151, as reduced by the demolition costs of \$28,000 necessary to prepare the Site for Development), and that in consideration for the difference in the Agency Acquisition Costs and Purchase Price, or \$2,321,056 ("Net Agency Acquisition Costs"), Owner agrees to enter into this Agreement to (i) continue to devote the Site to operation of the Project during the Term, and (ii) comply with the other terms and conditions set forth in this Agreement, as more particularly set forth herein. This Agreement shall be recorded against the Site by the time set forth in the Schedule of Performance of the DDA.

G. By its approval of this Agreement, the Board of Directors of the Agency has found and determined that it is of benefit to the Agency and its citizens for the Project to be developed on the Site, that the imposition of certain operating covenants and use restrictions upon the Site for such uses constitutes a valid public purpose, and therefore the Agency desires to obtain such operating covenants and use restrictions on the Site, subject to the terms hereof. By its approval of this Agreement, Owner is willing to enter into and be bound by such operating covenants and use restrictions.

H. Agency and Owner now desire to place restrictions upon the use, transfer, and operation of the Project, in order to ensure that the Project shall be operated continuously as a high quality boat manufacturing and retail consistent with the goals of the Agency for the term of this Agreement.

I. It is the intent of the parties that the title vested in Owner by the Grant Deed for the Site ("Grant Deed"), recorded concurrently herewith in the Office of the County Recorder for the County of Los Angeles be subject to this Regulatory Agreement, and that the terms hereof shall be binding on the Owner and its successors in interest in the Site for so long as the Regulatory Agreement shall remain in effect

J. The Redevelopment Plan and DDA (i) are on file and may be reviewed in the office of the executive director of the Agency ("Executive Director"), in the Irwindale

05/03/06

06 0969393

5

City Hall and (ii) are each incorporated herein by this reference and made a part hereof as though fully set forth herein.

AGREEMENT:

NOW, THEREFORE, the Owner, City, and Agency declare, covenant and agree, by and for themselves, their heirs, executors, administrators and assigns, and all persons claiming under or through them, that the Site shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied, subject to the covenants and restrictions hereinafter set forth, all of which are declared to be in furtherance of a common plan for the improvement and sale of the Site, and are established expressly and exclusively for the use and benefit of the Agency, the citizens of the City of Irwindale, and every tenant leasing a space on the Site.

A. DEFINITIONS.

1. Agency Acquisition Costs. As used in this Agreement, the "Agency Acquisition Costs" shall mean the amount \$3,925,207 incurred by the Agency in assembling the Site, including but not limited to, real estate purchase costs, attorneys fees, appraisal fees, relocation assistance payments, goodwill appraisal fees, environmental testing fees and other consultants' fees.

2. Net Agency Acquisition Costs. As used in this Agreement, the "Net Agency Acquisition Cost, shall mean the amount of \$2,321,056, calculated by the difference of the Agency Acquisition Costs, minus the purchase price of \$1,604,151, representing the fair market value of the Site (based on the appraised fair market value of \$1,632,151, as reduced by the demolition costs of \$28,000 necessary to prepare the Site for Development).

3. Owner-Generated Revenues. As used in this Agreement, the term "Owner-Generated Revenues" shall be equal to sales tax revenue of \$600,000 estimated from operation of the Project plus tax increment of \$1,220,442 for 12 years) is \$1,820,442 for the 12-year Term of this Agreement, as further provided at section C.2 herein

4. Project Manager. As used in this Agreement, the term "Project Manager" shall refer to that entity, to be designated by Owner and approved by Agency, who shall be responsible for operating and maintaining the Project in accordance with the terms of this Agreement. Prior to Agency's approval, Owner shall act as Project Manager.

5. Prospective Tenant. As used in this Agreement, the term "Prospective Tenant" shall refer to a tenant proposed for the Project who has not been approved or rejected by Agency pursuant to Section B.6 of this Agreement.

6. Rejected Tenant. As used in this Agreement, the term "Rejected Tenant" shall refer to a tenant proposed for the Project who has not been rejected by Agency pursuant to Section B.6 of this Agreement.

05/03/06

06 0969393

6

B USES OF THE SITE.

1. Agency Goals. Agency is conveying the Site to Owner, and Owner is acquiring the Site from Agency, for the purpose of constructing a manufacturing and retail complex for the Owner's high-end boat business and complementary retail or industrial use, while recouping over time the Agency's financial investment in the Project through the property tax increment to be generated by the Site, and while generating revenue for the City through increased sales taxes (collectively, the "Agency Goals").

2. Term. Unless terminated in accordance with this Agreement, the Owner hereby agrees that the Project is to be owned, managed, and operated as a manufacturing and retail complex for Owner's high-end boat business pursuant to this Agreement for a term equal to twelve (12) years, commencing upon the date of the recordation of the Release of Construction Covenants for the Site in accordance with the DDA (the "Term").

3. Restrictions on Occupancy. Owner covenants and agrees for itself and its successors and assigns to its interest in the Site that the Site shall be restricted to tenants approved by the Agency in writing in accordance with the Scope of the Project.

4. Agency Approval or Rejection of Prospective Tenants. All Prospective Tenants shall be subject to approval in writing by Agency, which approval shall not be unreasonably withheld as long as the Agency determines, in its reasonable discretion, that the Prospective Tenant will further the Agency Goals. Owner shall notify Agency in writing not less than thirty (30) days prior to entering into any lease with a Prospective Tenant notifying Agency of the essential terms of the transaction so as to enable Agency to determine whether a lease of a any portion of the Site to the Prospective Tenant will further the Agency Goals. Agency may also elect to schedule a meeting with the Prospective Tenant. Based upon the information submitted by Owner and the Prospective Tenant, the Agency shall approve or reject the Prospective Tenant. Upon Agency approval the Prospective Tenant, Owner may thereafter enter a lease with the such Prospective Tenant, subject to the restrictions in this Agreement. Upon Agency rejection the Prospective Tenant becomes a Rejected Tenant, and Owner shall not enter a lease with the Rejected Tenant.

5. Restrictions After Initial Lease. Notwithstanding any of the foregoing in this Section B, the Agency's right to approve Prospective Tenants shall apply only to (i) the initial lease of any portion of the Site, and (ii) any subsequent lease of any portion of the Site exceeding 7,500 square feet

C. REPAYMENT OF OWNER-GENERATED REVENUE.

1. Agency's Expected Revenues from Project The parties acknowledge that the Project, when completed, will yield the following revenues to the Agency:

a. Purchase Price. Payment of the Purchase Price from Owner to Agency, as that term is defined in the DDA and pursuant to the terms of the DDA, of \$1,604,151.

05/03/06

06 0969393

7

b. Tax Increment Revenues. As a result of an increased valuation of the Site due to the development of the Project thereon, the Agency anticipates an increased valuation of the Site to approximately \$10,723,620, of which Agency is expected to receive tax increment revenues of \$101,703.50 per year (or \$1,017,035 over a 10-year period from completion of development of the Project).

c. Billboard and Cellular Tower Rent Revenues. Agency anticipates receipt of revenues of \$540,000 over a 10-year period from the effective date of the DDA from rent paid by the operators of the Billboard and Cellular Towers under the Billboard and Cellular Tower Leases, as those terms are defined in the DDA.

d. Sales Tax Revenue from Project. Agency and Owner estimate that the sales tax revenue generated from the Project to the Agency will equal approximately \$500,000 over a 10-year period following the commencement of operations at the Project.

The parties therefore estimate that, within 10 years following the completion of the Project, the Agency will have gained revenues of \$3,661,186 from the above sources. This will leave a gap of approximately \$264,021 for the Agency to fully recover its Net Agency Acquisition Costs (\$3,925,207 Agency Acquisition Costs minus \$3,661,186). To recover such balance, the parties anticipate that the Project would have to operate an additional 1.28 years to allow the Agency to fully recover the Net Agency Acquisition Costs. As such, Owner agrees to be subject to the 12 year Term under this Agreement to allow the Agency to fully recover such net Agency Acquisition Costs.

2. Owner Obligation to Pay Owner-Generated Revenues.

Agency and Owner agree that the transfer of the Site to Owner have a value attributable to Owner equal to the portion of the Net Agency Acquisition Costs attributable to Owner's operation of the Project and its ownership of the Site (equal to sales tax revenue of \$600,000 plus tax increment of \$1,220,442 for 12 years) is \$1,820,442 for 12 years ("Owner-Generated Revenues"). Accordingly, Owner hereby consents and shall be obligated to repayment of the Owner-Generated Revenues pursuant to this Agreement, subject to the terms of Section C.3 below.

3 Amortization of Owner-Generated Revenues.

Owner shall not be obligated to repay the Owner-Generated Revenues so long as Owner is not in default of this Agreement. The entire amount of the Owner-Generated Revenues shall be amortized on an equal annual basis during the 12 year Term. On each annual anniversary of the Effective Date, provided that Owner is not in default of this Agreement, the outstanding balance of the Owner-Generated Revenues shall be reduced by One Hundred Fifty One Thousand Seven Hundred and Three and 50/100 Dollars (\$151,703.50).

4 Default: Acceleration

Owner shall be deemed in default of this Agreement and the outstanding balance

05/03/06

06 0969393

8

of the Owner-Generated Revenues shall be immediately due and payable by Owner if Owner is in material breach of any of Owner's obligations under this Agreement.

5 Pre-Payment of Outstanding Balance of Owner-Generate Revenues

Owner shall have the right to pre-pay any outstanding portion of the Owner-Generated Revenues and this Agreement, without penalty. Upon Agency's confirmation that such balance has been paid in full, this Agreement shall terminate and the parties shall cooperate in effecting such termination.

6. Additional Terms.

(a) This Agreement shall serve as a promissory note by Owner to repay the Owner-Generated Revenues as set forth herein

(b) Upon the earlier of (i) the full repayment of the Owner-Generated Revenues; or (ii) the Termination Date, this Agreement shall be of no further force or effect.

(c) To the extent permitted by law, Owner waives diligence, presentment, protest and demand, and notices of protest, demand, nonpayment, dishonor, and maturity. Owner agrees that any extension of time for payment hereunder shall not affect the liability of Owner for such indebtedness. No delay or omission by Agency in exercising any right or remedy hereunder shall constitute a waiver of such right or remedy, or any other right or remedy, or any event of default. No waiver by Agency of any event of default shall constitute a waiver of any other event of default.

D. MAINTENANCE.

1. Maintenance Obligation. Owner, for itself and its successors and assigns, hereby covenants and agrees to maintain and repair or cause to be maintained and repaired the Site and all related on-site improvements and landscaping thereon, including, without limitation, buildings, parking areas, lighting, signs and walls in a first class condition and repair, free of rubbish, debris and other hazards to persons using the same, and in accordance with all applicable laws, rules, ordinances and regulations of all federal, state, and local bodies and agencies having jurisdiction, at Owner's sole cost and expense. Such maintenance and repair shall include, but not be limited to, the following: (i) sweeping and trash removal; (ii) the care and replacement of all shrubbery, plantings, and other landscaping in a healthy condition; and (iii) the repair, replacement and restriping of asphalt or concrete paving using the same type of material originally installed, to the end that such pavings at all times be kept in a level and smooth condition. In addition, Owner shall be required to maintain the Site in such a manner as to avoid the reasonable determination of a duly authorized official of the Agency that a public nuisance has been created by the absence of adequate maintenance such as to be detrimental to the public health, safety or general welfare or that such a condition of deterioration or disrepair causes appreciable harm or is materially detrimental to property

05/03/06

06 0969393

9

or improvements within one thousand (1,000) feet of such portion of the Site.

2. Parking and Driveways. The driveways and traffic aisles on the Site shall be kept clear and unobstructed at all times. No vehicles or other obstruction shall project into any of such driveways or traffic aisles. Vehicles associated with the operation of the Site, including delivery vehicles, vehicles of employees and vehicles of persons with business on the Site shall park solely on the Site. All parking lot striping shall be maintained in good first-class order, condition, and appearance. Any restriping shall be approved in advance by the Director of Planning.

3. Tenant Compliance. Owner shall provide any proposed tenants of any portion of the Site with a copy of this Agreement and shall, prior to entering into any lease agreement, have the proposed tenant execute an affidavit agreeing to comply with the provisions of this Agreement. All lease agreements shall be in writing and shall contain provisions which make compliance with the conditions of this Agreement express covenants of the lease.

4. Right of Entry. In the event Owner fails to maintain the Site in the above-mentioned condition, and satisfactory progress is not made in correcting the condition within thirty (30) days from the date of written notice from Agency, City or Agency may, at their option, and without further notice to Owner, declare the unperformed maintenance to constitute a public nuisance. Thereafter, either Agency or City, their employees, contractors or agents, may cure Owner's default by entering upon the Site and performing the necessary landscaping and/or maintenance. The Agency or City shall give Owner or its representative reasonable notice of the time and manner of entry, and entry shall only be at such times and in such manner as is reasonably necessary to carry out this Regulatory Agreement. Owner shall pay such costs as are reasonably incurred by Agency or City for such maintenance, including attorneys' fees and costs.

5. Lien. If such costs are not reimbursed within thirty (30) days after Owners' receipt of notice thereof, the same shall be deemed delinquent, and the amount thereof shall bear interest thereafter at a rate of the lower of ten percent (10%) per annum or the legal maximum until paid. Any and all delinquent amounts, together with said interest, costs and reasonable attorney's fees, shall be a personal obligation of Owner as well as a lien and charge, with power of sale, upon the property interests of Owner, and the rents, issues and profits of such property. City and/or Agency may bring an action at law against Owner obligated to pay any such sums or foreclose the lien against Owner's property interests. Any such lien may be enforced by sale by the City or Agency following recordation of a Notice of Default of Sale given in the manner and time required by law as in the case of a deed of trust; such sale to be conducted in accordance with the provisions of Section 2924, et seq., of the California Civil Code, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law.

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 any portion of the Site approved by Agency pursuant to the DDA, and

05/03/06

06 0969393

10

any purchaser at any foreclosure or trustee's sale (as well as any 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 subject portion of the Site after the date of such foreclosure sale, shall become a lien upon such portion of the Site upon recordation of a Notice of Assessment or Notice of Claim of Lien as herein provided.

6. Contact Person. Owner shall provide Agency with the name, address, and telephone number of the person to be contacted for purposes of notifying Owner of maintenance problems on the Site, including trash clean-up, improperly parked vehicles, and shopping cart retrieval

E. COMPLIANCE WITH LAWS.

1. State and Local Laws Owner shall comply with all ordinances, regulations and standards of the City and Agency applicable to the Site. Owner shall comply with all rules and regulations of any assessment district of the City with jurisdiction over the Site

2. Lease Approval. Agency shall have the right but is not required to approve any lease forms, revisions, amendments or modification made to same, used by the Project Manager for leasing any portion of the Site.

F. INSURANCE.

1. Duty to Procure Insurance Owner covenants and agrees for itself, and its assigns and successors-in-interest in the Site that from completion of the Project as evidenced by City's issuance of a certificate of occupancy, and continuing thereafter until the expiration of the Term of this Agreement, Owner or such successors and assigns shall procure and keep in full force and effect or cause to be procured and kept in full force and effect for the mutual benefit of Owner and Agency, and shall provide Agency evidence reasonably acceptable to Executive Director, insurance policies meeting the minimum requirements set forth below:

a Comprehensive General Liability insurance with respect to the Site and the operations of or on behalf of Owner, in an amount not less than Two Million Dollars (\$2,000,000) per occurrence combined single limit including products, completed operations, contractual, bodily injury, personal injury, death and property damage liability per occurrence, subject to such increases in amount as Agency may reasonably require from time to time The insurance to be provided by Owner may provide for a deductible or self-insured retention of not more than Ten Thousand Dollars (\$10,000), with such maximum amount to increase at the same rate as the periodic increases in the minimum amount of total insurance coverage set forth above.

05/03/06

06 0969393

11

b With respect to the improvements and any fixtures and furnishings to be owned by Owner on the Site, All Risk Site insurance against fire, extended coverage, vandalism, and malicious mischief, and such other additional perils, hazards, and risks as now are or may be included in the standard "all risk" form in general use in Los Angeles County, California, with the standard form fire insurance coverage in an amount equal to full actual replacement cost thereof, as the same may change from time to time. The above insurance policy or policies shall include coverage for earthquake but only to the extent generally and commercially available at commercially reasonable rates. Agency shall be a loss payee under such policy or policies and such insurance shall contain a replacement cost endorsement.

c. All policies of insurance required to be carried by Owner shall be written by responsible and solvent insurance companies licensed in the State of California and having a policyholder's rating of A or better, in the most recent addition of "Best's Key Rating Guide -- Site and Casualty." A copy of each paid-up policy evidencing such insurance (appropriately authenticated by the insurer) or a certificate of the insurer, certifying that such policy has been issued, providing the coverage required herein, and containing the provisions specified herein, shall be delivered to Agency prior to its issuance of the Release of Construction Covenants for the Project and thereafter, upon renewals, not less than thirty (30) days prior to the expiration of coverage. Agency may, at any time, and from time to time, inspect and/or copy any and all insurance policies required to be procured by Owner hereunder. In no event shall the limits of any policy be considered as limiting the liability of Owner hereunder.

d. Each insurance policy required to be carried by Owner pursuant to this Agreement shall contain the following, endorsements, provisions or clauses:

(1) The insurer will not cancel or materially alter the coverage provided by such policy in a manner adverse to the interest of the insured without first giving Agency a minimum of thirty (30) days prior written notice by certified mail, return receipt requested, and

(2) A waiver by the insurer of any right to subrogation against Agency, its agents, employees, or representatives, which arises or might arise by reason of any payment under such policy or policies or by reason of any act or omission of Agency, its agents, officers, members, officials, employees, or representatives.

(3) The City, Agency, their respective agents, officers, members, officials, employees, volunteers, and representatives shall be named insureds on the Commercial General Liability policies.

(4) The City and Agency shall be loss payees on the All Risk Site insurance policies.

05/03/06

06 0969393

(5) Coverage provided by these policies shall be primary and non-contributory to any insurance carried by the City, Agency, their officers, officials, employees, volunteers, agents, or representatives.

(6) Failure to comply with reporting provisions shall not affect coverage provided to City, Agency, their officers, employees, volunteers, agents, or representatives.

G. OBLIGATION TO REPAIR.

1. Obligation to Repair and Restore Damage Due to Casualty Covered by Insurance. Subject to Section G.3 below, if the Project shall be totally or partially destroyed or rendered wholly or partly uninhabitable by fire or other casualty required to be insured against by Owner, Owner shall promptly proceed to obtain insurance proceeds and take all steps necessary to begin reconstruction and, immediately upon receipt of insurance proceeds, to promptly and diligently commence the repair or replacement of the Project to substantially the same condition as the Project is required to be maintained in pursuant to this Agreement, whether or not the insurance proceeds are sufficient to cover the actual cost of repair, replacement, or restoration, and Owner shall complete the same as soon as possible thereafter so that the Project can continue to be operated and occupied as a retail shopping center in accordance with this Agreement. Subject to extensions of time for "force majeure" events described in the DDA, in no event shall the repair, replacement, or restoration period exceed one (1) year from the date Owner obtains insurance proceeds unless Agency's Executive Director, in his or her sole and absolute discretion, approves a longer period of time. Agency shall cooperate with Owner, at no expense to Agency, in obtaining any governmental permits required for the repair, replacement, or restoration. If, however, the then-existing laws of any other governmental agencies with jurisdiction over the Site do not permit the repair, replacement, or restoration, Owner may elect not to repair, replace, or restore the Project by giving notice to Agency (in which event Owner shall be entitled to all insurance proceeds but Owner shall be required to remove all debris from the Site) or Owner may reconstruct such other improvements on the Site as are consistent with applicable land use regulations and approved by the City, Agency, and the other governmental agency or agencies with jurisdiction.

If Owner fails to obtain insurance as required by the DDA or this Agreement (and Agency has not procured such insurance and charged Owner for the cost), Owner shall be obligated to reconstruct and repair any partial or total damage to the Project and improvements located on the site in accordance with this Section G.

2. Continued Operations. During any period of repair, Owner shall continue, or cause the continuation of, the operation of the Project to the extent reasonably practicable from the standpoint of prudent business management.

3. Damage or Destruction Due to Cause Not Required to be Covered by Insurance If the improvements comprising the Project are completely destroyed or substantially damaged by a casualty for which Owner is not required to (and has not)

05/03/06

insure against, then Owner shall not be required to repair, replace, or restore such improvements and may elect not to do so by providing Agency with written notice of election not to repair, replace, or restore within ninety (90) days after such substantial damage or destruction. In such event, Owner shall remove all debris from the Site. As used in this Section G.3, "substantial damage" caused by a casualty not required to be (and not) covered by insurance shall mean damage or destruction which is fifty percent (50%) or more of the replacement cost of the improvements comprising the Project. In the event Owner does not timely elect not to repair, replace, or restore the improvements as set forth in the first sentence of this Section G.3, Owner shall be conclusively deemed to have waived its right not to repair, replace, or restore the improvements and thereafter Owner shall promptly commence and complete the repair, replacement, or restoration of the damaged or destroyed improvements in accordance with Section G.1 above and continue operation of the retail shopping center during the period of repair (if practicable) in accordance with Section G.2 above.

H. LIMITATION ON TRANSFERS.

The Owner covenants that Owner shall not transfer the Site or any of its interests therein except as provided in this Section.

1. Transfer Defined. As used in this section, the term "transfer" shall include any assignment, hypothecation, mortgage, pledge, conveyance, or encumbrance of this Agreement, the Site, or the improvements thereon. A transfer shall also include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Owner in the aggregate taking all transfers into account on a cumulative basis. In the event Owner or its successor is a corporation, limited liability company, or trust, such transfer shall refer to the transfer of the issued and outstanding capital stock of Owner, or of membership interests or of beneficial interests of such trust, as applicable; in the event that Owner is a limited or general partnership, such transfer shall refer to the transfer of more than twenty-five percent (25%) of the limited or general partnership interest; in the event that Owner is a joint venture, such transfer shall refer to the transfer of more than twenty-five percent (25%) of the ownership and/or control of any such joint venture partner, taking all transfers into account on a cumulative basis.

2. Prohibited Transfer. No attempted assignment or transfer of any of Owner's obligations hereunder for the Term of this Agreement shall be effective unless and until the successor party executes and delivers to Agency an assumption agreement in a form approved by the Agency assuming such obligations. Upon execution and approval of an assumption agreement as provided for herein, the assignor/transferor shall be released and have no further obligations or liability under this Agreement with respect to the interest which is transferred.

3. Exceptions. Notwithstanding any other provision set forth in this Agreement to the contrary, the restrictions on transfer set forth in this Section G shall not apply and Agency approval of a transfer shall not be required in connection with any of the following:

05/03/06

a. Any mortgage, deed of trust, or other form of conveyance for financing or refinancing Developer's direct and indirect costs to acquire the Site and develop the Project thereon, as described in the DDA, provided that Owner shall notify Agency in advance of any such mortgage, deed of trust, or other form of conveyance for financing pertaining to the Site, and further provided that the amount of indebtedness incurred in restructuring or refinancing shall not exceed the outstanding balance on the debt incurred to finance the direct and indirect costs to acquire the Site and develop the Project thereon and any additional sums (including reasonable costs incurred with respect to such restructuring or refinancing) to complete the same.

b. The conveyance or dedication of any portion of the Site to the City or other appropriate governmental agency, or the granting of easements or permits to facilitate the development of the Site

c. A sale or transfer of 50% or more of ownership or control interest between members of the same family; or transfers to a trust, testamentary or otherwise, in which the beneficiaries consist solely of members of the trustor's family, or transfers to a corporation or partnership or other legal entity in which the members of the transferor's family have a controlling majority interest of 51% or more.

d. A sale or transfer of Owner's interest to another entity in which Nick Barron individually or collectively owns at least 50% of the ownership interest and has management control.

I. DEFAULTS AND REMEDIES.

1. Defaults. The occurrence of any of the following, whatever the reason therefor, shall constitute a Default:

a. The failure by either party to perform any of its obligations set forth in this Agreement, if such failure is not cured within thirty (30) days (unless otherwise provided) after the nonperforming party's receipt of written notice from the other party that such obligation was not performed when due, or

b. The Site is materially damaged or destroyed by fire or other casualty during the Term herein and Owner fails to commence restoration of the Site within a reasonable time or thereafter fails to diligently proceed to complete such restoration of the Site in accordance with this Agreement; or

c. Owner is dissolved, liquidated, or terminated, or all or substantially all of the assets of Owner are sold or otherwise transferred during the Term; provided, however, that the foregoing shall not constitute a Default by Owner in the event the Project continues to operate on the

05/03/06

Site and Owner has performed and continues to performs all of its obligations set forth in this Agreement; or

d. During the Term, Owner is the subject of an order for relief by a bankruptcy court, or is unable or admits its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; or Owner applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator, or similar officer for it or any part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator, or similar officer is appointed without the application or consent of Owner, and the appointment continues undischarged or unstayed for ninety (90) days; or Owner institutes or consents to any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, custodianship, conservatorship, liquidation, rehabilitation, or similar proceeding relating to it or any part of its property, or any similar proceeding is instituted without the consent of Owner, and continues undismissed or unstayed for ninety (90) days; or any judgment, writ, warrant of attachment or execution, or similar process is issued or levied against any property of Owner and is not released, vacated, or fully bonded within ninety (90) days after its issue or levy. City acknowledges that the occurrence of any of the events set forth in this Section I.1.d shall not constitute a Default by Owner in the event operation of the Project continues on the Site and Owner has performed and continues to perform all of its obligations set forth in this Agreement.

2. Agency's Remedies Upon Default by Owner.

Upon the occurrence of any Default by Owner, and after Owner's receipt of written notice of default and expiration of the time for Owner to cure such Default as provided in Section I.1, Agency may at its option do any or all of the following:

- a Accelerate Owner's repayment of the Owner-Generated Revenues pursuant to Section C 4; or
- b Pursue specific performance or other equitable remedies Agency may have against Owner in accordance with applicable law.

3. Owner's Remedies Upon Default by Agency.

Upon the occurrence of any Default by Agency, and after Agency's receipt of written notice of Default from Owner and expiration of the time for Agency to cure such Default as provided in Section I 1, Owner may terminate this Agreement by written notice to Agency and seek whatever legal remedies may be available to Owner in accordance with applicable law.

4. Cumulative Remedies No Waiver.

Except as expressly provided herein, the nondefaulting party's rights and remedies

05/03/06

16

hereunder are cumulative and in addition to all rights and remedies provided by law from time to time and the exercise by the nondefaulting party of any right or remedy shall not prejudice such party in the exercise of any other right or remedy. None of the provisions of this Agreement shall be considered waived by either party except when such waiver is delivered in writing. No waiver of any Default shall be implied from any omission by Agency to take action on account of such Default if such Default persists or is repeated. No waiver of any Default shall affect any Default other than the Default expressly waived, and any such waiver shall be operative only for the time and to the extent stated. No waiver of any provision of this Agreement shall be construed as a waiver of any subsequent breach of the same provision. A party's consent to or approval of any act by the other party requiring further consent or approval shall not be deemed to waive or render unnecessary the consenting party's consent to or approval of any subsequent act. A party's acceptance of the late performance of any obligation shall not constitute a waiver by such party of the right to require prompt performance of all further obligations. A party's acceptance of any performance following the sending or filing of any notice of Default shall not constitute a waiver of that party's right to proceed with the exercise of its remedies for any unfulfilled obligations. A party's acceptance of any partial performance shall not constitute a waiver by that party of any rights relating to the unfulfilled portion of the applicable obligation.

5. Limitations on Agency's Liability. Owner acknowledges and agrees that:

a. The relationship between Owner and Agency pursuant to this Agreement is and shall remain solely that of contracting parties, and, Agency neither undertakes nor assumes any responsibility pursuant to this Agreement to review, inspect, supervise, approve, or inform Owner of any matter in connection with the Site, including matters relating to architects, designers, suppliers, or the materials used by any of them, and Owner shall rely entirely on its own judgment with respect to such matters; provided, that nothing herein is intended to release Agency from whatever obligations it may have pursuant to applicable laws independent of this Agreement

b. Agency shall not be directly or indirectly liable or responsible for any loss or injury of any kind to any person or property resulting from any construction on, or occupancy or use of, the Site (except to the extent proximately caused by Agency's active negligence or intentional misconduct), whether arising from: (i) any defect in any building, grading, landscaping, or other on Site or off Site improvement, (ii) any act or omission of Owner or any of Owner's agents, employees, independent contractors, licensees, or invitees, or (iii) any accident on the Site or any fire or other casualty or hazard thereon; and

c. By accepting or approving anything required to be performed or given to Agency under this Agreement, including any certificate other than building permits or approvals, survey, appraisal, or insurance policy, Agency shall not be deemed to have warranted or represented the sufficiency or legal effect of the same, and no such acceptance or approval shall constitute a warranty or representation by Agency to anyone.

05/03/06

06 0969393

J. SUBORDINATION.

Agency agrees that this Agreement and Owner's obligation to repay the Owner-Generated Revenues shall be junior and subordinate to the lien of any mortgagee, deed of trust, assignment of rents, and similar security instrument which secures any loan or loans obtained by Owner to operate the Store on the Site as determined by Owner in its reasonable discretion (collectively, the "Senior Lien"). Agency shall cooperate with Owner and the holder(s) of the Senior Lien and any lender refinancing the Senior Lien to execute such documents (at no cost to Agency) as may be reasonably requested by Owner or such holder or lender to confirm the continued junior and subordinate status of this Agreement. If this Agreement is terminated as a result of any foreclosure by the holder of a Senior Lien or lender refinancing same, neither Agency nor Owner (nor any permissible assignee or successor to any of them) shall have any further rights or obligations hereunder.

K. NONDISCRIMINATION. 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 Site, or any part thereof, nor shall Owner, 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 Site, or any part thereof.

L. COVENANTS TO RUN WITH THE LAND. Owner hereby subjects the Site to the covenants, reservations, and restrictions set forth in this Agreement. Agency and Owner hereby declare their express intent that all such covenants, reservations, and restrictions shall be deemed covenants running with the land and shall pass to and be binding upon the Owner's successors in title to the Site, provided, however, that on the termination of this Agreement said covenants, reservations and restrictions shall expire. All covenants without regard to technical classification or designation shall be binding for the benefit of the Agency, and such covenants shall run in favor of the Agency for the entire term of this Agreement, without regard to whether the Agency is or remains an owner of any land or interest therein to which such covenants relate. Each and every contract, deed or other instrument hereafter executed covering or conveying the Site or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations, and restrictions, regardless of whether such covenants, reservations, and restrictions are set forth in such contract, deed or other instrument.

Agency and Owner hereby declare their understanding and intent that the burden of the covenants set forth herein touch and concern the land in that Owner's legal interest in the Site is rendered less valuable thereby. Agency and Owner hereby further declare their understanding and intent that the benefit of such covenants touch and concern the land by enhancing and increasing the enjoyment and use of the Project by Owner, the intended beneficiaries of such covenants, reservations, and restrictions, and by furthering the public purposes for which the Agency was formed.

05/03/06

18

Owner, in exchange for the Agency entering into the DDA, hereby agrees to hold, sell, and convey the Site subject to the terms of this Agreement. Owner also grants to the Agency the right and power to enforce the terms of this Agreement against the Owner and all persons having any right, title or interest in the Site or any part thereof, their heirs, successive owners and assigns.

M. INDEMNIFICATION. Owner agrees for itself and its successors and assigns to indemnify, defend, and hold harmless Agency, City, and their respective officers, members, officials, employees, agents, volunteers, and representatives from and against any loss, liability, claim, or judgment relating in any manner to the Project excepting only any such loss, liability, claim, or judgment arising out of the intentional wrongdoing or gross negligence of Agency, City, or their respective officers, officials, employees, members, agents, volunteers, or representatives. Owner, while in possession of the Site, and each successor or assign of Owner while in possession of the Site, shall remain fully obligated for the payment of property taxes and assessments in connection with the Site. The foregoing indemnification, defense, and hold harmless agreement shall only be applicable to and binding upon the party then owning the Site or applicable portion thereof.

N. ATTORNEYS' FEES In the event that a party to this Agreement brings an action against the other party hereto by reason of the breach of any condition, covenant, representation or warranty in this Agreement, or otherwise arising out of this Agreement, the prevailing party in such action shall be entitled to recover from the other reasonable expert witness fees, and its attorney's fees and costs. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, including the conducting of discovery.

O. AMENDMENTS. This Agreement shall be amended only by a written instrument executed by the parties hereto or their successors in title, and duly recorded in the real property records of the County of Los Angeles.

P NOTICE. Any notice required to be given hereunder shall be made in writing and shall be given by personal delivery, certified or registered mail, postage prepaid, return receipt requested, at the addresses specified below, or at such other addresses as may be specified in writing by the parties hereto:

If to Developer: NICK AND SHIRLEY BARRON
4600 Rivergrade Road
Irvine, CA 91706
Attn: Nick Barron

A copy to: David D. Meyer, AICP
10722 Arrow Route, Suite 822
Rancho Cucamonga, CA 91730

05/03/06

06 0969393

19

If to Agency: IRWINDALE COMMUNITY REDEVELOPMENT AGENCY
5050 Irwindale Avenue
Irwindale, California 91706
Attention: Executive Director

A copy to: ALESHIRE & WYNDER, LLP
18881 Von Karman Avenue, Suite 400
Irvine, California 92612
Attn Fred Galante, Esq

The notice shall be deemed given three (3) business days after the date of mailing, or, if personally delivered, when received.

Q. SEVERABILITY/WAIVER/INTEGRATION.

1. Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

2. Waiver. A waiver by either party of the performance of any covenant or condition herein shall not invalidate this Agreement nor shall it be considered a waiver of any other covenants or conditions, nor shall the delay or forbearance by either party in exercising any remedy or right be considered a waiver of, or an estoppel against, the later exercise of such remedy or right.

3. Integration This Agreement contains the entire Agreement between the parties and neither party relies on any warranty or representation not contained in this Agreement.

R. FUTURE ENFORCEMENT The parties hereby agree that should the Agency cease to exist as an entity at any time during the term of this Agreement, the City of Irwindale shall have the right to enforce all of the terms and conditions herein, unless the Agency had previously specified another entity to enforce this Agreement.

S GOVERNING LAW. This Agreement shall be governed by the laws of the State of California.

T. COUNTERPARTS This Agreement may be executed in any number of counterparts, each of which shall constitute one original and all of which shall be one and the same instrument.

[END -- SIGNATURES ON NEXT PAGE]

05/03/06

06 0969393

IN WITNESS WHEREOF, the Agency and Owner have executed this Regulatory Agreement and Declaration of Covenants and Restrictions by duly authorized representatives on the date first written hereinabove.

ATTEST:

"AGENCY":

IRWINDALE COMMUNITY
REDEVELOPMENT AGENCY

By: [Signature]
Agency Secretary
Assistant

By: [Signature]
Executive Director

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By: [Signature]
Fred Galante, Agency Counsel

"OWNER"

NICK AND SHIRLEY BARRON, husband and
wife, as joint tenants

By: [Signature]
Nick Barron

By: [Signature]
Shirley Barron

[END OF SIGNATURES]

05 / 03 / 06

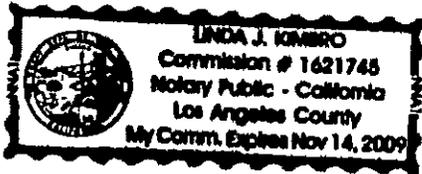
06 0969393

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On May 1, 2006, before me, Linda J. Kimbro, Notary Public personally appeared

Robert Griego
_____ 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.



[Signature]
Notary Public

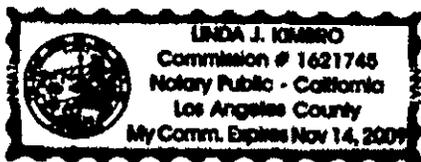
[SEAL]

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

On May 1, 2006, before me, Linda J. Kimbro, Notary Public personally appeared

Shirley Barron and Rick Barron
_____ 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.

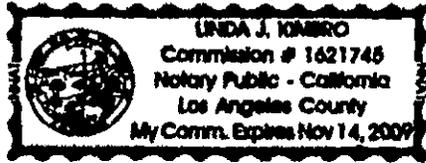
WITNESS my hand and official seal.



06 0969393

05/03/06

22



Linda J. Romero

Notary Public

[SEAL]

05/03/06

06 0969393

23

EXHIBIT "A"

LEGAL DESCRIPTION OF SITE

That certain real property located in the City of Irwindale, County of Los Angeles, State of California, more particularly described as:

Legal Description (APN 8535-020-0035)

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

PARCEL 1:

THAT PORTION OF RIVERGRADE ROAD, AS DESCRIBED IN PARCEL B OF THE LAND DESIGNATED AS PARCEL NO 1-12 IN THE SUPERIOR COURT OF LOS ANGELES COUNTY, CASE NO 602687, NOTICE OF THE PENDENCY OF SAID ACTION WAS RECORDED ON AUGUST 11, 1952, AS INSTRUMENT NO. 2031, IN BOOK 39577, PAGE 345 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WHICH IS WITHIN LOT 5 OF FRACTIONAL SECTION 12, TOWNSHIP 1 SOUTH, RANGE 11 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF IRWINDALE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE, NORTHWESTERLY OF AN PARALLEL AND CONCENTRIC WITH THE CENTERLINE OF RIVERGRADE ROAD AS DESCRIBED IN SAID INSTRUMENT NO. 2031.

SAID PORTION IS BOUNDED SOUTHWESTERLY BY AN "ACCESS DENIED" LINE SHOWN ON THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, RIGHT-OF-WAY MAP NO. F1970-5 SAID LINE IS SHOWN AS "NORTH 37° 49' 26" WEST, 50 04 FEET" ON SAID RIGHT-OF-WAY MAP.

PARCEL 2:

THAT PORTION OF RIVERGRADE ROAD, AS DESCRIBED IN PARCEL B OF THE LAND DESIGNATED AS PARCEL NO. 1-11 IN THE SUPERIOR COURT OF LOS ANGELES COUNTY, CASE NO. 602687, NOTICE OF THE PENDENCY OF SAID ACTION WAS RECORDED ON AUGUST 11, 1952, AS INSTRUMENT NO. 2031, IN BOOK 39577, PAGE 345, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WHICH IS WITHIN LOT 4 OF FRACTIONAL SECTION 12, TOWNSHIP 1 SOUTH, RANGE 11 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF IRWINDALE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE, NORTHWESTERLY OF AND PARALLEL AND CONCENTRIC WITH THE CENTERLINE OF RIVERGRADE ROAD AS DESCRIBED IN SAID INSTRUMENT NO 2031.

05/03/06

06 0969393

24

Legal Description (APN 8535-020-031)

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

A STRIP OF LAND WITHIN LOT 4 OF FRACTIONAL SECTION 12, TOWNSHIP 1 SOUTH, RANGE 11 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF IRWINDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE, DESCRIBED AS FOLLOWS:

THE SOUTHEASTERLY 35.00 FEET OF RIVERSIDE ROAD, AS DESCRIBED IN PARCEL A OF THE LAND DESIGNATED AS PARCEL NO. 1-11 IN THE SUPERIOR COURT OF LOS ANGELES COUNTY, CASE NO. 402687, NOTICE OF THE PENDENCY OF SAID ACTION WAS RECORDED ON AUGUST 11, 1952 AS INSTRUMENT NO. 2031, IN BOOK 39577, PAGE 345 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDED OF SAID COUNTY.

SAID STRIP TO TERMINATE NORTHEASTERLY IN THE EAST LINE OF SAID LOT 4 AND SOUTHWESTERLY IN THE SOUTH LINE OF SAID LOT 4.

Legal Description (APN 8535-020-008)

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

THAT PORTION OF LOT 4 IN SECTION 12, TOWNSHIP 1 SOUTH RANGE 11 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF IRWINDALE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED IN THE DISTRICT LAND OFFICE JANUARY 7, 1868 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 4, THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID LOT 4 TO THE SOUTHEASTERLY LINE OF RIVERGRADE ROAD, AS DESCRIBED IN PARCEL A OF THE LAND DESIGNATED AS ARCEL NO 1-11 IN THE SUPERIOR COURT OF LOS ANGELES COUNTY, CASE NO. 602687, NOTICE OF THE PENDENCY OF SAID ACTION WAS RECORDED ON AUGUST 11, 1952 AS INSTRUMENT NO. 2031 IN BOOK 39577 PAGE 345, OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDED OF SAID COUNTY, THENCE SOUTHWESTERLY ALONG SAID RIVERGRADE ROAD TO THE SOUTHERLY LINE OF SAID LOT 4; THENCE EASTERLY ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING

EXCET THEREFROM THAT PORTION OF SAID LAND DESCRIBED AS

05/03/06

06 0969393

FOLLOWS: BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 4; THENCE ALONG THE EASTERLY LINE OF SAID LOT 4 NORTH 0° 26' 40" WEST 297.76 FEET TO A POINT IN A NON-TANGENT CURVE CONCAVE NORTHWESTELRY HAVING A RADIUS OF 2000.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 63° 27' 08" EAST; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH AN ANGLE OF 10° 08' 23" AN ARC DISTANCE OF 353.94 FEET TO THE SOUTHERLY LINE OF SAID LOT 4; THENCE ALONG SAID SOUTHERLY LINE NORTH 89° 00' 14" EAST 187.65 FEET TO THE POINT OF THE BEGINNING.

(APN 8535-020-044)

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

PARCEL 2, AS SHOWN ON THE PARCEL MAP NO. 23240, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, FILED IN BOOK 257 PAGES 34 AND 35 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND AS MODIFIED BY THAT CERTIFICATE OF CORRECTION RECORDED FEBRUARY 16, 1993 AS INSTRUMENT NO. 93-291037, OFFICIAL RECORDS

EXCEPT THEREFROM ALL MINERALS, OILS, GASES, AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN THAT MAY BE WITHIN OR UNDER THE PARCEL OF LAND HEREINABOVE DESCRIBED WITHOUT, HOWEVER, THE RIGHT TO DRILL, DIG OR MINE THROUGH THE SURFACE OF THE UPPER 500 FEET THEREOF, AS RESERVED BY THE STATE OF CALIFORNIA IN DEED RECORDED JUNE 27, 1972 AS INSTRUMENT NO. 3793, OFFICIAL RECORDS.

05/03/06

06 0969393



4800 Rivergrade Road • Irwindale, California 91706
(626) 969-8844 Fax (626) 969-3411

August 10, 2016

RECEIVED

AUG 10 2016

Mr. John Davidson, City Manager
City of Irwindale
5050 North Irwindale Avenue
Irwindale, CA 91706

CITY OF IRWINDALE
OFFICE OF CITY MANAGER

SUBJECT: HALLETT BOATS DDA
4800 Rivergrade Road
Irwindale, CA 91706

Dear Mr. Davidson:

With the assistance of the Irwindale Redevelopment Agency I relocated my boat building and sales enterprise to 4800 Rivergrade Road. We opened for business at this location in September 2007.

Current circumstances require that I sell this location. In order to complete the sale it is imperative that I complete my obligations as set forth in the Agency's Disposition and Development Agreement. Therefore I respectfully request that I be advised of the nature and extent of my financial obligation to the Redevelopment Agency and the City, if any.

It has been a pleasure to operate my business in the City of Irwindale for over the past fifty years.

Sincerely,

Nick Barron
Hallett Boats
4800 Rivergrade Road
Irwindale, CA 91706

Office: (626)969-8844
Fax (626)969-3411

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

City of Irwindale
5050 Irwindale Avenue
Irwindale, CA 91706
Attn: City Clerk

[SPACE ABOVE FOR RECORDER'S USE ONLY]
Exempt from filing/recording fees per Govt. Code §27383

**RELEASE OF REGULATORY AGREEMENT AND
DECLARATION OF COVENANTS AND RESTRICTIONS**

CITY OF IRWINDALE ACTING AS THE SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY ("Successor Agency") and the **CITY OF IRWINDALE**, a municipal corporation ("**City**") find as follows in regards to that certain "*Regulatory Agreement and Declaration of Covenants and Restrictions*" dated August 17, 2004 and recorded on May 3, 2006 as Instrument No. 06-0969393 in the Official Records of Los Angeles County, California ("**Regulatory Agreement**"):

WHEREAS, the undersigned determines that the current owner ("**Owner**") of the property ("**Property**") subject to the Regulatory Agreement has substantially complied with the requirements of Section C insofar as it has satisfactorily performed the majority of the term therein, despite the effect of the economic impact of the Great Recession of 2008 on the Owner's business; and

WHEREAS, due to the elimination of redevelopment agencies in California, no further resources exist to remedy said economic impacts; and

WHEREAS, the Owner wishes to move to another location within the City of Irwindale and continue operations of the business subject to the Regulatory Agreement, while reducing costs to Owner's business attendant with operating at the Property; and

WHEREAS, to allow for the sale of the Property to an identified user anticipated to yield higher property, utility and potentially sales tax benefits, and allow the Owner to relocate within the City in a manner so as to allow its business to succeed, the release of the Regulatory Agreement is appropriate;

NOW, THEREFORE, the Successor Agency and City each hereby release any and all interests it may have under the Regulatory Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this instrument has been executed on behalf of the entities by its respective authorized officers as of ___day of _____, 2016.

SUCCESSOR AGENCY:

ATTEST:

Laura Nieto, Agency Secretary

**CITY OF IRWINDALE AS THE
SUCCESSOR AGENCY TO THE
IRWINDALE COMMUNITY
REDEVELOPMENT AGENCY**

APPROVED AS TO FORM:

By: _____
John Davidson, City Manager

CITY:

ATTEST:

Laura Nieto, City Clerk

**CITY OF IRWINDALE,
a municipal corporation**

By: _____
John Davidson, City Manager

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 2016 before me, _____, a notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public

SEAL:

AGENDA REPORT

Date: September 28, 2016

To: Honorable Chairman and Members of the Successor Agency to the Irwindale Community Redevelopment Agency

*From: John Davidson, Executive Director
Fred Galante, Successor Agency Counsel*

Issue: PURCHASE AND SALE AGREEMENT FOR ACQUISITION AND DEVELOPMENT OF THE PROPERTY AND EXISTING IMPROVEMENTS LOCATED AT THE 15768 ARROW HIGHWAY SITE (APN: 8417-035-902)

Executive Director's Recommendation:

That the Successor Agency to the Irwindale Community Redevelopment Agency ("Successor Agency") adopts the attached Resolution No. SA 2016-42-2856 authorizing the execution of a Purchase and Sale Agreement and Escrow Instructions ("Purchase and Sale Agreement" or "PSA") with the Irwindale Industrial Medical Clinic ("Purchaser" or "IIMC") for sale and subsequent development of a 13,000-square-foot medical clinic and a restaurant pad at the 2.53-acre site located at 15768 Arrow Highway ("Property"), also known as the former Shannon Casket Property, Property No. 3 in the Successor Agency's approved Long-Range Property Management Plan ("LRPMP").

Background:

Pursuant to the dissolution of redevelopment agencies per Assembly Bill ("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, "Dissolution Act"), the City of Irwindale ("City") adopted Resolution No. 2012-08-2547 on January 11, 2012, electing to serve as Successor Agency to the former Irwindale Community Redevelopment Agency ("Redevelopment Agency") during the wind-down of the Redevelopment Agency's activities.

Previous Offers Received

The Successor Agency's LRPMP, approved by the State Department of Finance ("DOF") on August 8, 2014, indicated that the Successor Agency intended to sell the Property. On December 10, 2014, the Successor Agency's real estate advisor/broker, RSG, began marketing the Successor Agency's properties available for sale as outlined in the LRPMP. RSG received six (6) separate purchase offers for the Property. After evaluating the offers, Successor Agency staff and RSG determined that the offer from Genton Property Group, LLC ("Genton") was the strongest of the six offers. Genton's offer was in line with the

City's desire to assist the Irwindale Industrial Clinic ("IIMC" or "Purchaser") in finding a property to replace the soon-to-expire lease with Southern California Edison. In addition, the offer proposed a restaurant pad alongside the clinic consistent with the C-2 (Heavy Commercial) zoning of the property. The Successor Agency and Genton entered into a PSA on December 9, 2015 to develop the proposed 13,000-square-foot medical clinic for the IIMC and future restaurant.

In May of 2016, Genton Property Group, LLC communicated to the Successor Agency that they were no longer interested in purchasing the Property. Both parties signed cancellation instructions dated June 14, 2016, effectively terminating the sale agreement. Upon terminating the Genton agreement, Successor Agency staff began discussions with the IAMB, who indicated they would like to move forward on their own with a new developer and purchase and develop the Property as initially intended. Staff now proposes that the Successor Agency enter into a PSA directly with IIMC.

On July 27, 2016, the new PSA was presented to the Successor Agency for consideration. During public comments, a comment was raised that the Property perpetuates the non-conformity of the existing streets of Juarez and Hidalgo Streets. As such, to improve vehicular traffic and circulation east of the Site (the "Street Connection"), a dedication of a portion of the Property would be required. To determine if the neighborhood as a whole was in agreement with the street connection, a public workshop was noticed and held on August 11, 2016. Seven (7) residents attended to share their thoughts. At the workshop, the IIMC indicated it would be supportive of the Street Connection and would be agreeable to reducing the size of the property by 12,689 square feet to allow for the street dedication and construction of the street improvements.

Analysis:

IIMC's development proposal describes plans for a 13,000 square-foot medical clinic along with a restaurant pad in compliance with the City's Commercial and Industrial Design Guidelines. The terms of IIMC's offer parallel that of the previous offer from Genton, except for a price adjustment made to offset the value of the land required for the Street Connection. While the plan to construct 13,000 square feet of medical office space has not changed, the purchase price is estimated to be reduced to \$1,677,942.50 after accounting for the land designated for the Street Connection.

IIMC has agreed to use a portion of the Property for the Street Connection and the Successor Agency has agreed to decrease the purchase price, on a pro rata basis, by an amount equal to the land designated to the Street Connection. A pro rata of \$17.30 per square foot was calculated dividing the initial price of \$1.9 million by 109,840 square feet. The costs to improve the dedication area will be borne by the Purchaser.

The total price reduction due to the 12,689 square-foot land designation is estimated at \$222,057.50. The proposed PSA establishes the terms and

conditions for sale of the Property to the Purchaser for a total consideration of \$1,677,942.50. The draft PSA and Site Plans for the Street Connection are included as Exhibits "A" and "B" respectively.

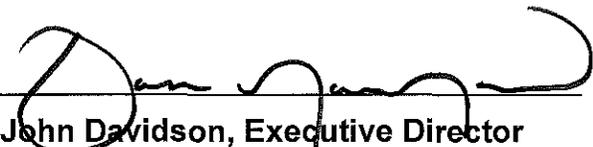
Pursuant to the terms of the PSA, IIMC is expected to complete their due diligence review and approval within 90 calendar days following the opening of escrow ("Contingency Period").

Fiscal Implications:

The purpose of the PSA is to facilitate the due diligence process and the closing of escrow. Fiscal impacts will occur for ongoing negotiations, financial analysis, legal consultation and real estate surveys, and reports needed to complete negotiations until the transfer of the Property. The Purchaser will bear the cost of surveys and reports needed as a part of their due diligence, and the financial analysis costs will be performed within the scope of the Successor Agency's existing agreement with RSG for consulting and real estate broker services.

Upon closing the transaction, the net sales proceeds will be distributed back to the Successor Agency for remittance on enforceable obligations and residual payments to affected taxing agencies, as directed by the Los Angeles County Auditor-Controller.

Fiscal Impact:	 (Initial of CFO)
Legal Impact:	 (Initial of Legal Counsel)
Contact Person:	Gus Romo, Community Development Director 626-430-2206 gromo@ci.irwindale.ca.us
	Jim Simon, Economic & Redevelopment Consultant, RSG, Inc. 714-316-2120 jsimon@webrsg.com
	Jeff Khau, Economic & Redevelopment Consultant, RSG, Inc. 714-316-2113 jkhau@webrsg.com


John Davidson, Executive Director

Attachments:

APPROVING RESOLUTION WITH EXHIBITS:

- (A) Purchase and Sale Agreement and Escrow Instructions
- (B) Site Plan for IIMC Development with Street Connection

SUCCESSOR AGENCY RESOLUTION NO. 2016-42-2856

A RESOLUTION OF THE CITY OF IRWINDALE AS SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT WITH THE IRWINDALE INDUSTRIAL MEDICAL CLINIC FOR ACQUISITION OF THE 15768 ARROW HIGHWAY SITE

WHEREAS, pursuant to the dissolution of redevelopment agencies per Assembly Bill ("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, "Dissolution Act"), the City of Irwindale ("City") adopted Resolution No. 2012-08-2547 on January 11, 2012, electing to serve as Successor Agency to the Irwindale Community Redevelopment Agency ("Successor Agency"); and

WHEREAS, the property located at 15768 Arrow Highway ("Property") was included in the Successor Agency's Long-Range Property Management Plan ("LRPMP"), which was prepared pursuant to the Dissolution Act and described the proposed plans for disposition of all 25 properties owned by the Irwindale Community Redevelopment Agency at the time of redevelopment dissolution; and

WHEREAS, the LRPMP indicated that the Successor Agency would sell the Property; and

WHEREAS, on August 8, 2014, the City received notification from the California Department of Finance ("DOF") approving the Successor Agency's LRPMP; and

WHEREAS, on December 10, 2014, the Successor Agency's real estate advisor/broker RSG began marketing properties available for sale as outlined in the LRPMP received six (6) separate purchase offers for the Property; and

WHEREAS, the Successor Agency initially selected an offer to purchase the Property for \$1,900,000 from Genton Property Group, LLC ("Genton") and, on December 9, 2015 entered into an agreement with Genton to purchase and develop the Property; and

WHEREAS, the agreement with Genton and related escrow were terminated in writing by mutual consent of the parties on June 14, 2016; and

WHEREAS, the Successor Agency desires to select another offer for the purchase and development of the Property; and

WHEREAS, the Irwindale Industrial Medical Clinic ("IIMC" or "Purchaser") has submitted a proposal ("Purchaser's Proposal") to purchase and develop the Property with an approximately 13,000 square-foot medical office and a restaurant pad; and

WHEREAS, the Purchaser's Proposal is materially similar to the original Genton offer, except that Purchaser has agreed to use a portion of the Property to connect Hidalgo and Juarez Streets (the "Street Connection") and the Successor Agency has agreed to reduce the purchase price, on a pro rata basis, by an amount equal to the lot size decrease due to the Street Connection; and

WHEREAS, the total price reduction from the Successor Agency for the Street Connection is estimated at \$222,057.50;

WHEREAS, the Purchaser's Proposal provides a combination of the highest value and a development proposal that best suits the needs and economic development goals of the City; and

WHEREAS, the total consideration, with the reduction, is equal to \$1,677.942.50; and the Successor Agency Counsel and Purchaser's legal counsel have together prepared a Purchase and Sale Agreement ("PSA") between the Purchaser and the Successor Agency, which incorporates the terms of the Purchaser's Proposal; and

WHEREAS, the PSA establishes the terms and conditions for sale of the Property to the Purchaser for a total consideration of \$1,677.942.50; and

WHEREAS, on September 22, 2016, the Oversight Board to the Successor Agency to the Irwindale Community Redevelopment Agency ("Oversight Board") considered and approved the sale of the Property per the terms of the PSA, .

NOW, THEREFORE, 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 PSA. The Successor Agency hereby approves the Purchase and Sale Agreement with IIMC for the acquisition of the Property located at 15768 Arrow Highway, authorizes the Executive Director to execute same, in a form approved by Successor Agency Counsel.

PASSED AND ADOPTED at a regular meeting of the Successor Agency to the Irwindale Community Redevelopment Agency, on the 28th day of September, 2016.

Mark A. Breceda, Chair

ATTEST:

Laura Nieto, CMC
Deputy City Clerk/Successor Agency Secretary

PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

15768 Arrow Highway, Irwindale

This PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (“**Agreement**”), dated for reference purposes only as of September 28, 2016 (“**Agreement Date**”), is made by and between the City of Irwindale as Successor Agency to the Irwindale Community Redevelopment Agency (“**Seller**” or “**Seller**”), and Irwindale Industrial Clinic, a California general partnership (“**Purchaser**”). Seller and Purchaser are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. Seller is the fee owner of approximately 2.5 acres of real property and improvements located at 15768 Arrow Highway in the City of Irwindale, Los Angeles County, California, described as Assessor’s Parcel Number 8417-035-092 and more particularly described in the Legal Description attached hereto as **Exhibit A**, including all improvements located thereon (“**Property**”); and all rights, privileges, easements and appurtenances to the Property, if any, including, without limitation, all of Seller’s right, title and interest, if any, in and to all minerals, oil, gas and other hydrocarbon substances, development rights and water stock relating thereto, all strips and gores; and all of Seller’s right, title and interest in and to any easements and other appurtenances used or connected with the beneficial use or enjoyment of the Property.

B. In December 2011, a California State Supreme Court ruling on the constitutional validity of two 2011 legislative budget trailer bills, Assembly Bill AB1X 26 (Chapter 5, Statutes of 2011) and AB1X 27 (Chapter 6, Statutes of 2011), resulted in the outright elimination of all 425 redevelopment agencies in the State of California. The dissolution procedures under AB1X 26 include a process for the disposition and/or transfer of assets, including property holdings of former redevelopment agencies. 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 AB1X 26, including the process for asset management/disposition/transfers.

C. Under AB 1484 as modified by SB 107, the Property is subject to the disposition process requiring the State Department of Finance (“**DOF**”) to approve a Long-Range Property Management Plan (“**PMP**”) prepared by the Seller describing the proposed sale of properties owned by the Seller, including the Property. The DOF has approved the Seller’s PMP, which compels the Seller to dispose of the Property for development consistent with the Redevelopment Plan for the former City Industrial Development Project Area.

D. To effectuate the Redevelopment Plan for redevelopment of the former City Industrial Development Project Area by providing for the future development of the Property, on December 10, 2014, Seller issued a solicitation to prospective developers for the sale and development of the Property. The successful proposal was submitted by Genton Property Group, LLC, a Delaware limited liability company (“**Genton**”) which was subsequently documented by the certain Purchase and Sale Agreement and Escrow Instructions between the parties (“**Genton PSA**”). Concurrently, Genton entered into an agreement for the sale of the medical building

parcel to Purchaser, which intended to operate its medical practice from the building. The Genton PSA and related escrow were terminated in writing by mutual consent of the parties on June 14, 2016.

E. Purchaser has submitted a proposal ("**Purchaser's Proposal**") to purchase and develop the Property with an approximately 13,000 square-foot medical office and a future restaurant or other retail commercial use as set forth in this Agreement and to be specifically delineated in the Approvals, as explained in Section 7.2 ("**Project**"). Purchaser's Proposal is materially the same as the original Genton PSA with minor modifications, except that Purchaser has agreed to use a portion of the Property to connect Hidalgo and Juarez Streets (the "**Street Connection**"), as required by the City of Irwindale (the "**City**"), and be responsible for the street connection improvements within the required dedication.

F. Based on Purchaser's Proposal, Seller has determined that Purchaser's offer provides the combination of the highest price and a development proposal that best suits the needs and economic development goals of the City for the Property.

G. Seller desires to sell, and Purchaser desires to purchase, the Property in accordance with the terms set forth below.

TERMS & CONDITIONS

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, Seller and Purchaser agree as follows:

1. **Sale.** On the terms contained herein and subject to the conditions of this Agreement, Purchaser hereby agrees to purchase from Seller, and Seller agrees to sell to Purchaser the Property, on the Closing Date (defined in Section 11).

2. **Opening of Escrow.** Within three (3) Business Days of execution of this Agreement, the parties shall open an escrow ("**Escrow**") with Escrow Holder by causing an executed copy of this Agreement to be deposited with Janette DeLap, Vice President, Escrow Officer, Fidelity National Title Insurance Company, 3237 E. Guasti Road Suite 105, Ontario, CA 91761, Telephone: (909) 569-0225, Email: Janette.Delap@fnf.com ("**Escrow Holder**"). Escrow shall be deemed open on the date that a fully executed copy of this Agreement is delivered to Escrow Holder and accepted by Escrow Holder as evidenced by Escrow Holder's execution of this Agreement ("**Opening of Escrow**").

3. **Purchase Price.** The purchase price for the Property ("**Purchase Price**") shall be One Million Six Hundred Eighty Thousand Four Hundred Eighty Dollars and Thirty Cents (\$1,680,480.30). This amount has been determined as follows:

The original purchase price was One Million Nine Hundred Thousand Dollars (\$1,900,000) which amount is based on \$17.30 per square foot for the property which consists of 109,840 square feet). Seller and Purchaser had originally agree that the original purchase price was the fair market value of the Property. However, since the required Street Connection will require 12,689 square feet of the Property, the original

purchase price has been reduced by the sum of Two Hundred Nineteen Thousand Five Hundred Nineteen Dollars and Seventy Cents (\$219,519.70).

The Purchase Price shall be paid as follows:

3.1 Deposit. Upon receipt by Purchaser of a signed copy of this Agreement from Seller, and acceptance of the terms and execution of this Agreement by Purchaser, Purchaser shall, within five (5) Business Days thereafter, deposit the sum of Ninety Thousand Dollars (\$90,000) ("**Deposit**") with the Escrow Holder, to be held in escrow for the benefit of the parties and applied against the Purchase Price at Closing (defined in Section 11) or refunded or forfeited in accordance with the terms of this Agreement.

The Deposit shall be held by Escrow Holder in an interest-bearing account and such interest, when received by Seller, shall become part of the Deposit. The Deposit shall be fully refundable to Purchaser on or before the expiration of the Contingency Period. In the event Purchaser expressly waives contingencies in writing and elects to continue and does not terminate this Agreement on or prior to the expiration of the Contingency Period, the Deposit shall become immediately non-refundable and held in Escrow, except in the event of a Seller default, a failure of a condition precedent in favor of Purchaser (other than contingency items required to be approved during the Contingency Period), or as otherwise specifically set forth in this Agreement, but, unless the purchase and sale of the Property is not consummated for any reason, shall be applicable to the Purchase Price. If the purchase and sale of the Property is not consummated because of a default under this Agreement on the part of Purchaser after the expiration of the Contingency Period, the Escrow Holder shall disburse the Deposit to Seller as liquidated damages pursuant to Section 10.1 below.

3.2 Good Funds at Closing. Upon the Escrow Holder's receipt of all Closing Items (defined in Section 4 below), Purchaser shall deposit with the Escrow Holder in good funds the balance of the Purchase Price less the Deposit plus or minus closing pro-rations, adjustments, and costs related to the Closing. The Purchase Price shall be disbursed to Seller by the Escrow Holder upon confirmation of the recordation of the Deed (as defined in Section 4.1.1) in the Official Records of Los Angeles County. All funds deposited in Escrow shall be in "**Good Funds**" which means a wire transfer of funds, cashier's or certified check drawn on or issued by the offices of a financial institution located in the State of California.

4. Closing Deliveries to Escrow Holder.

4.1 By Seller. Seller hereby covenants and agrees to deliver or cause to be delivered to Escrow Holder within one (1) Business Day prior to the Closing Date the following instruments and documents, the delivery of each of which shall be a condition precedent to the Closing for the benefit of Purchaser.

4.1.1 Deed. An executed grant deed in the form attached hereto as Exhibit C ("**Deed**").

4.1.2 Non-Foreign Certification. Seller shall deliver to Escrow Holder a certification duly executed by Seller under penalty of perjury in the form of, and upon the terms set forth in, the Transferor's Certification of Non-Foreign Status ("**FIRPTA**").

Certificate”), setting forth Seller’s address and federal tax identification number and certifying that Seller is a “United States Person” and that Seller is not a “foreign person” in accordance with and/or for the purpose of the provisions of Sections 7701 and 1445 (as may be amended) of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder.

4.1.3 Closing Statement. An executed settlement statement reflecting the pro-rations and adjustments required under Section 9.

4.1.4 Closing Documents. Any additional tax forms, recordation forms, 1099s or other documents as may be reasonably required by the Escrow Holder or the Title Company to consummate the transaction contemplated by this Agreement.

4.1.5 Prorations. The amount, if any, required of Seller under Section 9.

4.2 By Purchaser. Purchaser hereby covenants and agrees to deliver or cause to be delivered to Escrow Holder on or prior to the Closing Date the following instruments and documents, the delivery of each of which shall be a condition precedent to the Closing for the benefit of Seller.

4.2.1 Purchase Price. Purchaser shall deliver to Escrow Holder the Purchase Price in accordance with Section 3.

4.2.2 Preliminary Change of Ownership Statement. Purchaser shall deliver to Escrow Holder a Preliminary Change of Ownership Statement completed in the manner required in Los Angeles County.

4.3. Additional Closing Items. Each party shall also execute and deliver to the Escrow Holder such documents, certificates and instruments as may customarily be required in transactions of this type. The items required to be submitted to the Escrow Holder pursuant to this Section and Sections 4.1 and 4.2 above are referred to herein collectively as the “**Closing Items**.”

4. Title. As evidence of title, within five (5) days of the Opening of Escrow, or as soon thereafter as is reasonably practical, the Seller shall deliver to the Purchaser a commitment for an ALTA non-extended owner’s policy of title insurance with standard exceptions (“**Title Insurance Commitment**”) issued by Fidelity National Title Insurance Company - Mr. Curt Taplin, Vice President, Title Officer, Fidelity National Title Insurance Company, 1300 Dove Street, Suite 310, Newport Beach, CA 2660, Telephone: (949) 221-4763, Email: curtis.taplin@fnf.com (“**Title Company**”), in the amount of the Purchase Price (or such amount as required by Purchaser), dated later than the Opening of Escrow, together with legible copies of all documents shown in the Title Insurance Commitment as affecting title (“**Title Documents**”) and a scaled and dimensioned plot showing the location of any easements on the Property. At Closing, the Seller shall pay the premium for an ALTA non-extended coverage owner’s policy.

The Purchaser shall have until the later of thirty (30) days from (i) the Opening of Escrow, and (ii) receipt of the Title Insurance Commitment and Title Documents to inspect the state of the title and matters affecting title, and to object to the matters shown thereby. Failure to object in writing within the above period shall constitute a waiver of the Purchaser's objections to title. If the Purchaser objects to any matter disclosed by the Title Insurance Commitment or Title Documents, then the Seller shall have ten (10) Business Days from the date it is notified in writing of the particular defects claimed, to elect, in its reasonable discretion, either: (1) to remedy the title defect that is the subject of the Purchaser's objection, or (2) not remedy the title defect that is the subject of the Purchaser's objection, at Seller's option: Seller's election shall be communicated in writing to Purchaser. If Seller elects not to remedy such title defect, then Purchaser shall have two (2) Business Days following receipt of Seller's notification under the preceding sentence to elect to either: (a) waive its title objection and accept title subject to the alleged title defect, or (b) terminate this Agreement and receive a refund of the Deposit.

Seller may cure any title objection that may be cured by the payment of a sum certain (such as existing mortgages, land contracts and other liens) by paying or depositing that sum at Closing.

Notwithstanding the foregoing, Purchase agrees to take title subject to any exceptions caused by Purchaser including but not limited to its exercise of the right to enter the Property as set forth in Section 8.2.

Notwithstanding the foregoing, Purchaser hereby objects to all liens evidencing monetary encumbrances (other than liens for non-delinquent general real property taxes to be paid by Purchaser under this Agreement) and Seller agrees to cause all such liens to be eliminated at Seller's sole cost (including all prepayment penalties and charges) prior to the Closing Date. At the Closing, Seller will provide the Title Company with a commercially reasonable owner's affidavit, which will include a representation by the Seller (if accurate as of the Closing) that will allow the Title Company to issue an endorsement to Purchaser's title policy against potential mechanic's and materialmen's liens (except to the extent as may have been caused solely by Purchaser); provided, however that if such representation is not accurate, Seller will work with the Title Company to provide alternative assurances to allow the Title Company to issue to Purchaser such lien endorsement at the Closing.

Notwithstanding anything to the contrary contained in this Agreement, if, at any time prior to the Closing, any updates to the Title Insurance Commitment are received by Purchaser, Purchaser shall have ten (10) Business Days (regardless of the date) following Purchaser's receipt of such update and legible copies of all underlying documents referenced therein (that were not referenced in the Title Documents previously provided to Purchaser) to notify Seller of objections to items on any such updates ("**Title Updates**"). Purchaser, at its sole election, may hire a land surveyor for the purpose of preparing an ALTA survey for the Property ("**Survey**"). Notwithstanding the foregoing, Purchaser shall have ten (10) Business Days after receipt of the Survey to object to any matters of survey in writing to Seller, in which event the procedure set forth in Section 5 above shall apply to such Survey objections. Notwithstanding the foregoing, Purchase shall not have the right to disapprove any exceptions caused by Purchaser.

5. **Possession.** Seller shall deliver and the Purchaser shall accept possession of the Property on the Closing Date.

6. **Conditions to Closing.** Seller's obligation to sell and Purchaser's obligation to purchase the Property shall be subject to and expressly conditioned upon satisfaction (or mutual waiver) of the following conditions precedent to the Closing set forth in Sections 7.1 through 7.2 below, which shall be exclusively for the benefit of Seller and Purchaser.

7.1 **DOF Approval.** Purchaser acknowledges that this Agreement shall be subject to DOF approval as provided by current law satisfactory to the Title Company in order to issue the Title Policy.

7.2 **Approvals.** On the later to occur of the expiration of the Contingency Period or consistent with the Schedule of Performance, Purchaser shall have obtained any and all discretionary land use and other entitlements required for the Project, including without limitation (but only as applicable), development agreement, lot split approval, Street Connection approval, site plan and design review, approval of a reciprocal parking agreement between the two (2) newly created legal parcels contemplated by Exhibit B hereto, whereby the Commercial Pad will provide additional parking for the parcel on which the Medical Office Building will be located, environmental assessment, and CEQA approval and associated mitigation measures for the Project (collectively, the "**Approvals**") from the City of Irwindale and all other governmental authorities with jurisdiction over the Property (collectively the "**Governmental Authorities**"), sufficient to allow Purchaser to develop the Project after the Closing. Purchaser may obtain ministerial permits, including without limitation (but only as applicable), demolition and building permits, following the Closing. Purchaser and Seller may not waive the condition without the mutual written consent of Purchaser and Seller, which consent may be withheld in Purchaser's or Seller's sole discretion. Purchaser shall bear the expense of obtaining any such Approvals.

7.3 **Site Plan and Architectural Renderings.** The Approvals shall require Purchaser to provide a site plan and basic architectural renderings of the Project. The site plan and basic architectural renderings shall be consistent with the Description of the Project attached hereto at Exhibit B and shall include a well-defined architectural concept for the Project showing vehicular circulation and access points, amounts and location of parking, location and size of all buildings (including height and perimeter dimensions) pedestrian circulation, landscaping and architectural character of the Project. Notwithstanding the foregoing, no Approvals shall be deemed final until approved by the City. Seller, in its capacity as owner of the Property, agrees to promptly cooperate with Purchaser, at no third-party cost to Seller, in all reasonable respects in obtaining the Approvals, provided that in no event shall the Approvals bind the Property or the Seller prior to the Closing. Seller's cooperation shall include without limitation, executing and joining in any applications or submissions made by Purchaser which require the consent or joinder of the record owner of the Property. Additionally, Seller hereby grants to Purchaser the right to negotiate directly with any Governmental Authorities having jurisdiction over the Property and/or the development thereof, provided that such negotiations do not bind Seller or the Property prior to the Closing.

7.4 CEQA. The development of the Project shall be subject to, and processed in accordance with the California Environmental Quality Act, at California Public Resources Code Section 21000 *et seq.* and regulations promulgated pursuant thereto (“**CEQA**”), which requires the Project to be reviewed by the City for its potential environmental impacts.

7.5 Financial Information. During the Contingency Period, Purchaser shall provide Seller with a letter evidencing a commitment (“**Commitment Letter**”) from such lender(s) (in form and substance reasonably acceptable to Seller), indicating that such lender(s), has a definitive interest in financing the acquisition, construction and/or development of the Project by Purchaser. The Commitment Letter shall also outline the financial terms for any proposed financing for the Project. Purchaser shall also identify the sources of all equity financing (“**Equity Commitment**”) to be used by Purchaser in the development of the Project. In the event the Project is to be financed exclusively by equity financing, the Equity Commitment shall evidence an amount sufficient to provide for the net acquisition costs of the Property and development of the Project by Purchaser. The Equity Commitment may be in the form of letters of intent from credit worthy investors. To the extent Purchaser wants such Commitment Letter or Equity Commitment or financial terms or financial statements to remain confidential, they shall be supplied to and maintained by the Seller in confidence to the extent permitted by law. Purchaser acknowledges that it may be requested to make certain confidential financial disclosures to the Seller, its staff or legal counsel, as part of the financial due diligence investigations of the Seller relating to the potential development of the Project. The parties recognize that such financial disclosures may contain sensitive information relating to other business transactions of the Purchaser, that the disclosure of such information to third parties could impose commercially unreasonable and/or anti-competitive burdens on the Purchaser. Accordingly, the Seller agrees to maintain the confidentiality of any business records described in Government Code Section 6254.15, as may be provided by the Purchaser to the Seller or its consultants, as permitted by law. The Seller shall advise the Purchaser of any Public Records Act requests for such business records, and the proposed response of the Seller thereto, a reasonable time prior to the Seller’s delivery of such response and, if the Seller proposes to disclose any such business records, the Seller shall first agree to confer with the Purchaser to consider any objections that the Purchaser may have to such disclosure and allow Purchaser reasonable time to seek to prevent such disclosure.

7.7 Schedule of Performance. It is the intention of Seller and Purchaser that the development of the Project and the Property be completed in a timely and an expeditious manner. Accordingly, Purchaser agrees to develop the Project in accordance with the times set in the Schedule of Performance attached hereto as **Exhibit D**. This obligation shall survive the Closing.

7. Purchaser’s Contingencies and Contingency Period. Within ninety (90) calendar days following the Opening of Escrow (“**Contingency Period**”), Purchaser shall have the right to perform and to seek any and all necessary investigations, inspections and approvals necessary to develop and operate the Project at the Property, as described in **Sections 8.1 and 8.2** below:

8.1 Review and Approval of Documents and Materials. Within ten (10) days of the Opening of Escrow, Seller shall deliver to Purchaser any and all documents, reports,

surveys, environmental assessments, engineering reports for the Property and other materials in Seller's possession or under its control or that of its agents, respecting the Property, including any Hazardous Substance Conditions Report concerning the Property, any Natural Hazard Zone Disclosure Report, and all lease agreements relating to any tenant or occupant then occupying the Property (collectively, "**Materials**"). During the Contingency Period, Purchaser may review and evaluate the Materials to determine whether the Property is appropriate for Purchaser's proposed use, in its sole discretion. As of the Agreement Date, Purchaser acknowledges receipt of the following: (i) Phase I Environmental Site Assessment Report issued by Converse Consultants dated April 30, 2015; and (ii) Phase II Environmental Site Assessment Report issued by Converse Consultants dated September 14, 2005. Purchaser is advised that there are no leases affecting the Property and there are no third parties in possession of the Property.

8.2 Purchaser's Due Diligence & Survey. During the Contingency Period, the Purchaser and its agents may, at the Purchaser's sole expense, conduct tests and physical inspections of the property, including building inspections and environmental site assessments desired by the Purchaser. Purchaser shall also conduct such investigations with regard to zoning, building codes, and availability of permits and approvals for its intended construction and use of the Property, as it deems prudent in its sole discretion. Purchaser shall provide evidence to Seller that Purchaser has procured and paid premiums for an all-risk public liability insurance policy written on a per occurrence and not claims made basis in a combined single limit of not less than ONE MILLION DOLLARS (\$1,000,000) which insurance names Seller as additional insured. Purchaser shall keep the Property free and clear of all materialmen's liens, lis pendens and other liens arising out of the entry and work performed under this paragraph and shall maintain or assure maintenance of workers' compensation insurance (or state approved self-insurance) on all persons entering the Property in the amounts required by the State of California. Purchaser shall restore the Property to the condition that it was in prior to those tests and inspections and shall indemnify, defend and hold Seller harmless from all damages, costs, loss, expense (including attorney fees) and liability resulting from Purchaser's activities, acts and omissions on the Property, including, but not limited to, mechanic liens. Notwithstanding anything to the contrary contained in this Agreement, (i) the defense, indemnity and hold harmless provision contained in this Section shall not apply to the extent such liabilities arise in connection with the sole negligence or willful misconduct of Seller, its employees, agents, contractors, licensees or invitees and (ii) provided further that Purchaser shall have no liability to Seller or to its employees, agents or contractors by reason of, nor shall Purchaser have any duty to indemnify, defend or hold any person or entity harmless from or against, any liabilities, including, without limitation, any claim for diminution in value of the Property or for environmental remediation or clean-up costs, resulting directly from Purchaser having merely discovered and/or reported (to the extent required by applicable law) any adverse physical condition, title condition, environmental condition or other defect with respect to the Property. The foregoing provisions shall survive the Closing or any termination of this Agreement. At Closing, Purchaser shall take the Property subject to any title exceptions caused by Purchaser exercising this license to enter the Property. During the Contingency Period, the Purchaser shall have the right, but not the obligation, to cause a Survey of the Property at its own expense. The Survey report shall also: (1) be certified to the Purchaser and (2) be prepared and sealed by a registered California Property Surveyor. Copies of any final non-privileged, non-attorney-client work product reports and/or surveys prepared pursuant to this Agreement shall be delivered to Seller. Purchaser shall

not be liable for reports/Survey and said reports/Survey is provided to the Seller for reference purposes only.

8.3 Purchaser's Termination Rights. Purchaser shall have the right at any time on or before the expiration of the Contingency Period to terminate this Agreement if, during the course of Purchaser's due diligence investigations of the Property and in connection with its obtaining of the Approvals, Purchaser determines in its sole and absolute discretion that the Property is not acceptable to Purchaser.

8.4 Termination Notice. Purchaser may exercise Purchaser's termination rights pursuant to Section 8.3 by delivering written notice of termination to Seller and Escrow Agent ("**Termination Notice**") on or before the expiration of the Contingency Period. Upon the timely delivery of such Termination Notice, (i) Escrow Agent shall immediately return the Deposit to Purchaser without the need for further instruction or approval of the parties, and (ii) this Agreement shall automatically terminate and be of no further force or effect and neither party shall have any further rights or obligations hereunder. Notwithstanding anything contained herein to the contrary, if Purchaser fails to provide a Termination Notice or waiver of contingencies on or prior to the expiration of the Contingency Period in accordance with the provisions of this Section 8, then Purchaser shall be deemed to have elected to terminate this Agreement and the Deposit shall be promptly returned to Purchaser without need for further instruction or approval of the Parties.

8.5 Disclaimer of Warranties. Purchaser shall acquire the Property in its "AS IS" condition and shall be responsible for any and all defects in the Property, whether patent or latent, including, without limitation, the physical, environmental, and geotechnical condition of the Property, and the existence of any contamination, hazardous materials, vaults, debris, pipelines, wells, or other structures located on, under or about the Property. Except as expressly set forth in this Agreement, Seller makes no representation or warranty concerning the physical, environmental, geotechnical or other condition of the Property. Purchaser acknowledges that, once Purchaser obtains title to the Property, any liability of the Seller for the environmental condition of the Property shall be extinguished, and that Seller shall have no liability for remediating any environmental condition of the Property. Purchaser shall indemnify Seller against any claim or liability relating to the environmental condition of the Property; provided, however, that Seller shall remain liable for, and shall indemnify Purchaser from and against, and shall pay the cost of (1) removing any hazardous materials released into the Property while Seller owned the Property, and of remediating the Property, (2) any third party claim that arose during Seller's ownership of the Property; (3) Seller's fraud or willful misconduct in connection with this Agreement; and (4) breach of Seller's Representation and Warranties. The foregoing indemnity obligations shall survive the Closing.

8. Prorated and Adjusted Items. The following items shall be prorated and/or adjusted as follows:

9.1 Taxes. Escrow is not to be concerned with proration of Seller's taxes for the current fiscal year. Seller is a public agency and, therefore, exempt from the payment of property taxes. Purchaser shall be responsible for all applicable prorated taxes once Purchaser obtains title to the Property.

9.2 Other Costs. Seller shall pay all water, sewer, telephone, and all other utility charges, if any, incurred on or before the Closing Date with respect to the Property. After the Closing, Purchaser shall pay all such charges. Seller shall pay the applicable transfer taxes, the cost of recording any curative instruments and the cost of an ALTA non-extended owner's title policy. Purchaser shall pay the cost of recording the Deed conveying title to the Property, the costs associated with Purchaser's financing, the cost of any extended coverage or an ALTA extended owner's title policy and the cost of any title endorsements. Escrow fees shall be shared equally by the parties. Each party shall pay its own legal fees.

9. **Default.**

10.1 PURCHASER'S DEFAULT. IF PURCHASER FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY AS PROVIDED IN THIS AGREEMENT BY REASON OF ANY UNCURED MATERIAL DEFAULT OF PURCHASER (AND NOT DUE TO A FAILURE OF A CONDITION PRECEDENT), SELLER SHALL BE RELEASED FROM ITS OBLIGATION TO SELL THE PROPERTY TO PURCHASER. PURCHASER AND SELLER HEREBY ACKNOWLEDGE AND AGREE THAT IT WOULD BE IMPRACTICAL AND/OR EXTREMELY DIFFICULT TO FIX OR ESTABLISH THE ACTUAL DAMAGE SUSTAINED BY SELLER AS A RESULT OF SUCH DEFAULT BY PURCHASER, AND AGREE THAT THE DEPOSIT (INCLUDING ALL INTEREST ACCRUED THEREON) IS A REASONABLE APPROXIMATION THEREOF. ACCORDINGLY, IN THE EVENT THAT PURCHASER BREACHES THIS AGREEMENT BY DEFAULTING IN THE COMPLETION OF THE PURCHASE, THE DEPOSIT (INCLUDING ALL INTEREST ACCRUED THEREON) SHALL CONSTITUTE AND BE DEEMED TO BE THE AGREED AND LIQUIDATED DAMAGES OF SELLER, AND SHALL BE PAID BY PURCHASER TO SELLER AS SELLER'S SOLE AND EXCLUSIVE REMEDY. EXCEPT FOR ATTORNEYS' AND OTHER FEES RECOVERABLE PURSUANT TO SECTION 24 BELOW AND ITS RIGHTS TO BE INDEMNIFIED AS PROVIDED IN THIS AGREEMENT, ALL OF WHICH SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR ANY REASON FOR A PERIOD OF ONE YEAR, SELLER AGREES TO AND DOES HEREBY WAIVE ALL OTHER REMEDIES AGAINST PURCHASER WHICH SELLER MIGHT OTHERWISE HAVE AT LAW OR IN EQUITY BY REASON OF SUCH DEFAULT BY PURCHASER. THE PAYMENT OF THE DEPOSIT (INCLUDING ALL INTEREST ACCRUED THEREON) AS LIQUIDATED DAMAGES IS NOT INTENDED TO BE A FORFEITURE OR PENALTY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677.

SELLER'S INITIALS: _____ PURCHASER'S INITIALS: _____

10.2 SELLER'S DEFAULT. IF SELLER FAILS TO COMPLETE THE SALE OF THE PROPERTY AS PROVIDED IN THIS AGREEMENT BY REASON OF ANY MATERIAL DEFAULT OF SELLER (AND NOT DUE TO A FAILURE OF A CONDITION PRECEDENT), PURCHASER MAY EITHER (I) PROCEED AGAINST SELLER BY BRINGING AN ACTION FOR SPECIFIC PERFORMANCE UNDER THIS AGREEMENT AND RECOVER ALL DAMAGES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS) RELATED THERETO, OR (II) TERMINATE THIS AGREEMENT IN WHICH

EVENT THE DEPOSIT HEREIN SHALL BE RETURNED TO PURCHASER AND SELLER SHALL BE SOLELY RESPONSIBLE FOR PAYING ALL OF ITS COSTS IN PREPARING THIS AGREEMENT. PURCHASER AND SELLER HEREBY ACKNOWLEDGE AND AGREE THAT IT WOULD BE IMPRACTICAL AND/OR EXTREMELY DIFFICULT TO FIX OR ESTABLISH THE ACTUAL DAMAGE SUSTAINED BY PURCHASER AS A RESULT OF SUCH MATERIAL DEFAULT BY SELLER AND AGREE THAT THE REMEDY SET FORTH IN CLAUSE (II) ABOVE IS A REASONABLE APPROXIMATION THEREOF. ACCORDINGLY, IN THE EVENT THAT SELLER BREACHES THIS AGREEMENT BY MATERIALLY DEFAULTING IN THE COMPLETION OF THE SALE, AND PURCHASER ELECTS NOT TO EXERCISE THE REMEDY SET FORTH IN CLAUSE (I) ABOVE BUT INSTEAD ELECTS THE REMEDY SET FORTH IN CLAUSE (II) ABOVE, SUCH SUMS SHALL CONSTITUTE AND BE DEEMED TO BE THE AGREED AND LIQUIDATED DAMAGES OF PURCHASER WHICH IS NOT INTENDED TO BE A FORFEITURE OR PENALTY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO PURCHASER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. EXCEPT FOR ATTORNEYS' AND OTHER FEES RECOVERABLE PURSUANT TO SECTION 24 BELOW AND ITS RIGHTS TO BE INDEMNIFIED AS PROVIDED IN THIS AGREEMENT, ALL OF WHICH SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR ANY REASON FOR A PERIOD OF ONE YEAR, PURCHASER AGREES TO AND DOES HEREBY WAIVE ALL OTHER REMEDIES AGAINST SELLER WHICH PURCHASER MIGHT OTHERWISE HAVE AT LAW OR IN EQUITY BY REASON OF SUCH DEFAULT BY SELLER.

SELLER'S INITIALS: _____ PURCHASER'S INITIALS: _____

10. **Time and Place of Closing; Outside Closing Date.** Consummation of this sale and purchase ("**Closing**") shall take place within forty-five (45) days after Purchaser obtains the Approvals, at which time Purchaser shall provide a written waiver to Seller ("**Purchaser's Closing Notice**") of all conditions to Purchaser's obligation to proceed to Closing, unless this Agreement has been duly and timely terminated pursuant to the provisions of this Agreement. Closing shall take place at the offices of the Escrow Holder and coordinated through their affiliate offices. As used herein, "**Closing Date**" means the date and time on which the Deed is recorded in the Official Records of the County.

In no event shall the Closing occur later than two hundred twenty-five (225) days following the Opening of Escrow ("**Outside Closing Date**").

11. **Pre-Closing Covenants.** Seller shall between the date hereof and the Closing Date, unless otherwise consented to in writing by Purchaser:

- a. Maintain the Property in compliance with all applicable laws and in its present condition, reasonable wear and use excepted.
- b. Not suffer or permit any new easements, encumbrances, liens or security interests to attach to the Property, or transfer or convey the Property or any portion or portions of the Property.

c. Not enter into or amend any contracts or agreements pertaining to the Property, which would survive the Closing and be binding upon Purchaser (excluding matters created by Purchaser).

d. Maintain hazard and liability insurance with respect to the Property, in amounts determined to be appropriate by Seller, in Seller's reasonable discretion.

12. **Risk of Loss.**

13.1 Condemnation. If before the Closing Date any action or proceeding is commenced for the condemnation or exercise of the rights of eminent domain with respect to the Property or any portion of the Property, or if Seller is notified by the duly authorized officer of a duly empowered condemning authority of the intent to commence such action or proceeding ("**Condemnation**") and if such Condemnation would materially and adversely affect the use or operation of the Property, have the effect of decreasing the square footage of the buildable area at the Property, or reduce or eliminate access to the Property, then Purchaser may either (a) terminate this Agreement, or (b) proceed with the Closing without modifying the terms of this Agreement and without reducing the Purchase Price, on the condition that Seller must assign and turn over, and Purchaser will be entitled to keep, all awards for the Condemnation that accrue to Seller; provided, however, if any award is rendered specifically to compensate Seller for Seller's lost goodwill, such an award shall belong to Seller. Seller may not negotiate, resist, or stipulate to any Condemnation without Purchaser's written consent. Seller must notify Purchaser of any notice of Condemnation of all or any portion of the Property within five (5) days after the receipt of such notice, and Purchaser must exercise its option(s) as provided in this Section 13.1 within fifteen (15) days after receipt of such notice. If necessary, the Closing Date will be extended to give Purchaser the full 15-day period to make such election. Notwithstanding the foregoing, if any condemnation action is commenced prior to the Closing Date, Purchaser shall have the right to terminate this Agreement and to receive the return of the Deposit, as well as a sum equal to Purchaser's out-of-pocket costs incurred in connection with this transaction.

13.2 Damage and Destruction. If before the Closing Date any damage or destruction of the Property, or any portion of it, occurs that is greater than \$20,000, which would be the responsibility of Seller to cure, then within three (3) days after determination of the amount of the Insurance Proceeds (defined below) to be received with respect to such loss, Purchaser must elect, by written notice to Seller, either to: (a) terminate this Agreement (in which event the Deposit, and all accrued interest thereon, shall forthwith be returned to Purchaser and thereupon neither party shall have any further rights or obligations hereunder); or (b) receive an assignment of the Insurance Proceeds with respect to such loss and proceed to Closing without any reduction in the Purchase Price (in which event the Closing shall occur within thirty (30) days after such election). If Purchaser shall fail to provide such written notice of election within ten (10) days after determination of the amount of the Insurance Proceeds to be received with respect to such loss, then Purchaser shall be deemed to have elected to terminate this Agreement. As used herein, "Insurance Proceeds" means the proceeds from any and all insurance maintained by Seller with respect to the Property and/or to such loss, including without limitation fire and casualty and liability insurance.

13. **Representations and Warranties of Seller.** Seller represents and warrants to Purchaser that, to Seller's actual knowledge as of the Agreement Date, except as set forth or otherwise disclosed in this Agreement, or in any exhibit to this Agreement, or in any schedule of exceptions attached to this Agreement:

a. This Agreement has been duly authorized and executed on behalf of Seller. As of the Opening of Escrow, this Agreement constitutes a valid and binding agreement, enforceable in accordance with its terms. As of the Opening of Escrow, Seller has obtained all consents, releases and permissions and has given all required notifications related to the transaction herein contemplated and required under any covenant, agreement, encumbrance, law or regulation to which Seller is a party or by which Seller is bound.

b. Seller is the fee simple owner of the Property. Seller is not a party to any contract, agreement or commitment to sell, convey, assign, transfer or otherwise dispose of any portion or portions of the Property.

c. Seller has not received notice of violation of any applicable law, ordinance, regulation, order or requirement relating to Seller's operation or use of the Property.

d. To Seller's actual knowledge: (i) neither the Property nor any part thereof is in breach of any environmental laws; (ii) no part of the Property has ever been used as a landfill, dump, toxic waste disposal site or storage area; (iii) there are no underground storage tanks at the Property, or, with respect to removed tanks, at the time of removal, any contaminated soil was removed; and (iv) the Property is free of any Hazardous Materials that would trigger response or remedial action under any environmental laws or any existing common law theory based on nuisance or strict liability. This warranty is limited to matters of which Seller has actual knowledge, and Purchaser acknowledges that Seller has not made any affirmative investigation as to environmental issues affecting the Property in connection with this Agreement. As used in this Agreement, the term "Hazardous Material" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substance defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials" or "toxic substances" now or subsequently regulated under any applicable federal, state or local laws or regulations, including without limitation petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCBs and similar compounds, and including any different products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons.

e. There is no litigation pending or to the actual knowledge of Seller, threatened, against or by Seller or the Property which relates to, or if decided adversely, could have a material adverse effect upon, the Property (including condemnation or similar proceedings).

f. Except as disclosed in writing to Purchaser by Seller as part of the Materials, there are no leases, licenses or other occupancy or use agreements, written or oral, in effect in which Seller has granted any party rights to possession or use of the Property or any

portion thereof, nor has Seller given any party an option or right of first refusal to purchase any portion of the Property.

g. Except as disclosed in writing to Purchaser by Seller as part of the Materials, the Property is not subject to any operating, maintenance or repair contract or other agreements that will bind the Property or Purchaser after the Closing (“Service Contracts”).

h. Except as disclosed in the Materials, Seller has no actual knowledge of any violations of health, environmental or other applicable law, ordinance, code, order or regulation in any respect with regard to the Property.

i. Seller is not aware of any inaccuracy or incompleteness of any of the documents, materials or reports contained in the Materials.

j. To Seller’s actual knowledge and except for matters of record as of the date hereof, there are no bonds or assessments or charges for any public improvements or utilities made against the Property which remain unpaid (or which will remain unpaid by Seller as of the Closing Date).

k. No representation, statement or warranty by Seller contained in this Agreement or in any exhibit attached hereto contains or will contain any untrue statements or omits, or will omit, a material fact necessary to make the statement of fact therein recited not misleading. If, after Seller’s execution hereof and prior to the Closing, any event occurs or condition exists of which Seller becomes aware which renders any of the representations contained herein untrue or misleading, Seller shall promptly notify Purchaser in writing.

All representations and warranties contained in this Agreement shall be deemed remade as of the Closing Date, except (i) for matters caused by Purchaser, and (ii) in the event of a change in circumstances not within the control of Seller affecting any representations or warranties set forth herein, in which case Seller shall provide written notice to Purchaser regarding such changed circumstances within a reasonable time following such change (not to exceed five (5) Business Days following the date the City’s Development Services Director obtains actual knowledge of the changed circumstance), and prior to the Closing. As used herein, “actual knowledge” of Seller refers to the actual knowledge of Seller’s employees and agents directly involved in the negotiation and/or drafting of this Agreement, those responsible for the acquisition or maintenance of the Property, the City Attorney and the City Clerk.

14. **Assignment.** This Agreement shall not be assigned by any party hereto to any person or entity without the express written consent of Seller; provided, however, that Purchaser may assign the Agreement without Seller’s consent as follows: (a) to a California or Delaware qualified business entity that is formed for the purpose of carrying out all or a portion of the Project and for which Purchaser (or its partners) is a member or the manager or affiliated with; or (b) for the sale or transfer of an ownership or control interest between members of the same family; or transfers to a trust, testamentary or otherwise, in which the beneficiaries consist of solely of members of the trustor’s family; or transfers to a corporation or partnership or other legal entity in which the members of the transferor’s family have a controlling majority interest of fifty-one percent (51%) or more; or (c) for the sale or transfer of the portion of the Property

consisting of the Commercial Pad (as defined in **Exhibit B** hereto) to an end user and/or to a tenant. Any such assignment shall release the Purchaser named in the Preamble of this Agreement from its obligations hereunder, provided that (i) such assignee is financially viable and (ii) assumes all obligations of Purchaser hereunder in a form reasonably acceptable to Seller.

15. **Restaurant or Other Retail Commercial Pad.** In accordance with **Exhibit B** hereto, Purchaser shall have until the third (3rd) anniversary of the later of (i) the Closing Date or (ii) the date on which the lot split contemplated by **Section 7.2** hereof is approved, such that the Commercial Pad becomes a separate legal parcel, to either (i) sell the Commercial Pad to a third party with a recorded restriction limiting its use to a restaurant or other retail commercial development, or (ii) so develop the Commercial Pad (i.e., construct a building for a restaurant or other retail use reasonably acceptable to the City, the "**Commercial Building**") and thereafter lease or sell the Commercial Building to a third party. If Purchaser fails timely to consummate such sale or lease, Purchaser thereafter shall promptly engage a reputable commercial brokerage firm (reasonably acceptable to the City) to appraise and sell the Commercial Pad (or if applicable, the Commercial Building) to a third party (with a recorded restriction limiting its use to retail commercial development), and shall use commercially reasonable efforts to consummate such sale. Purchaser's obligations forth in this **Section 16** shall be set forth in a recordable instrument encumbering the Commercial Pad; provided, further, that if, at Closing, the Commercial Pad is not a separate legal parcel, then (i) Purchaser's obligations under this **Section 16** shall be set forth in a recordable instrument encumbering the Property, and (ii) promptly after the date, if any, that the Commercial Pad becomes a separate legal parcel, the City shall cooperate in causing the obligations of Purchaser set forth in this **Section 16** to encumber only the Commercial Pad.

16. **Business Days.** As used herein, the term "**Business Days**" refers to Monday through Thursday, excluding holidays on which the City of Irwindale or Seller are closed for business.

17. **Binding Effect.** The covenants herein shall bind and inure to the benefit of the executors, administrators, successors and assigns of the respective parties.

18. **Broker's Commission; Indemnity.** Under separate agreement for Consulting and Real Estate Broker Services" dated November 12, 2014, as amended by the Seller on June 24, 2015 ("**Broker Agreement**"), Seller has retained Rosenow Spevacek Group, Inc. (CalBRE Corporate Broker License #01930929) for its services as a broker and advisor in this transaction ("**Seller's Broker**"). Neither party has had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any licensed real estate broker or person, other than the Seller's Broker, who can claim a sales or brokerage commission, finder's fee or other commissions as a procuring cause of the sale contemplated in this Agreement. Should any broker or other person, other than Seller's Broker, seek payment for any sales or brokerage commission, finder's fee or other commission, then the party for whom such broker or person seeking payment shall indemnify, defend, and hold the other party ("**Other Party**") harmless from all costs and expenses (including reasonable attorney fees, court costs, litigation expenses and costs of defense) incurred by the Other Party in connection with such claim.

19. **Integration; Merger; Amendment; Survival of Representations.** Seller and Purchaser have not made any covenants, warranties or representations not set forth in this Agreement. This Agreement constitutes the entire Agreement between the parties. Except as otherwise provided herein, all representations, warranties and covenants set forth in this Agreement shall survive closing. This instrument shall as to all prior drafts or forms exchanged between the parties or executed by the parties, be the sole effective instrument between them as to the provisions set forth in this Agreement. None of the terms and provisions hereof shall be altered or amended unless in writing and signed by the parties.

20. **Execution in Counterparts and by Fax/Email.** This document may be validly executed and delivered by facsimile transfer/e-mail and/or portable document format (collectively, "**Electronic Copy**"). Any signer who executes this document and transmits this document by Electronic Copy intends that the Electronic Copy of their signature is to be deemed an original signature for all purposes. Any such Electronic Copy printout and any complete photocopy of such Electronic Copy printout are hereby deemed to be an original counterpart of this document. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21. **Notices.** All notices shall be in writing and delivered personally, by overnight air courier service, by facsimile transmission or email, or by U.S. certified or registered mail, return receipt requested, postage prepaid, to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, one (1) Business Day after depositing with an overnight air courier, or two (2) Business Days after depositing in the mail immediately, upon transmission (as confirmed by electronic confirmation of transmission generated by the sender's machine) for any notice given by facsimile or email:

If to Seller: City of Irwindale as Successor Agency
5050 N. Irwindale Ave
Irwindale, CA 91706
Attn: City Manager

With a copy to: Aleshire & Wynder, LLP
18881 Von Karman Ave., Suite 1700
Irvine, CA 92612
Attn: Fred Galante, City Attorney
Email: fgalante@awattorneys.com

If to Purchaser: Irwindale Industrial Clinic
6000 N. Irwindale Avenue, Suite A
Irwindale, CA 91702
Attn: Jack Feldsher and Joel Feldsher
Email: jackfeldsher@iiclinic.com and
drjoelfeldsher@iiclinic.com

With a copy to: Hunt Ortmann Palffy Nieves Darling & Mah, Inc.
301 North Lake Ave., 7th Floor
Pasadena, CA 91101
Attn: Kevin J. Brody
Email: brody@huntortmann.com

22. **Governing Law.** This Agreement shall be construed according to the laws of the State of California.

23. **Attorney's Fees.** In the event any action or suit is brought by a party hereto against another party hereunder by reason of any breach of any of the covenants, agreements or provisions on the part of the other party arising out of this Agreement, then in that event the prevailing party shall be entitled to have and recover from the other party all costs and expenses of the action or suit, including actual attorneys' fees, expert witness fees, accounting and engineering fees, and any other professional fees resulting therefrom.

24. **Expenses.** Seller and Purchaser shall pay their respective expenses and costs in connection with the preparation of this Agreement and other agreements and documents related to this Agreement and the transactions contemplated herein.

25. **Severability.** If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

26. **Construction.** In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, no uncertainty or ambiguity shall be construed or resolved against a party under any rule of construction, including the party primarily responsible for the drafting and preparation of this Agreement. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

27. **Qualification; Authority.** Each individual executing this Agreement on behalf of a party which is an entity, represents, warrants and covenants to the other party that (a) such person is duly authorized to execute and deliver this Agreement on behalf of such entity in accordance with authority granted under the organizational documents of such entity, and (b) such entity is bound under the terms of this Agreement.

28. **No Waiver.** The failure of either party to enforce any term, covenant, or condition of this Agreement on the date it is to be performed shall not be construed as a waiver of that party's right to enforce this, or any other, term, covenant, or condition of this Agreement at any later date or as a waiver of any term, covenant, or condition of this Agreement.

29. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall be deemed but one and the same instrument, and a facsimile or e-mailed PDF copy of such execution shall be deemed an original.

30. **Miscellaneous.**

30.1 **Execution of Documents.** The parties agree to execute such instructions to Title Company and such other instruments and to do such further acts as may be reasonably necessary to carry out the provisions of this Agreement.

30.2 **Inducement.** The making, execution and delivery of this Agreement by the parties hereto have been induced by no representations, statements, warranties or agreements other than those expressly set forth herein.

30.3 **Incorporation of Exhibits.** Exhibits A, B, C & D attached hereto are incorporated herein by reference.

30.4 **Relationship of Parties.** Notwithstanding anything to the contrary contained herein, this Agreement shall not be deemed or construed to make the parties hereto partners or joint venturers, or to render either party liable for any of the debts or obligations of the other, it being the intention of the parties to merely create the relationship of Seller and Purchaser with respect to the Property to be conveyed as contemplated hereby.

30.5 **Survival of Warranties.** It is the express intention and agreement of the parties to this Agreement that all covenants, representations and warranties made by Seller in this Agreement shall survive this Agreement, the recordation of the Deed and the Closing for a period of twelve (12) months.

30.6 **Limitation of Liability.** The parties agree that neither the holders of beneficial interests nor the trustees, officers, members, employees or agents of either party or any assignee or affiliate of either party shall be personally liable under the Agreement and all parties hereto shall look solely to the assets of the entity, for the payment of any claim or the performance of any obligation of either under this Agreement.

30.7 **Force Majeure.** If either Party is delayed or prevented from performing any act required in this Agreement by reason of any event beyond the reasonable control of either Party, including without limitation, by labor disputes, fire, unusual delay in deliveries, weather or acts of God, terrorism, delay in the issuance of permits or approvals, acts of governmental entities, unavoidable casualties or any other such causes beyond such Party's control, then the time herein fixed for completion of such obligation(s) shall be extended by the number of days that such Party has been delayed.

31. **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

32. **1031 Exchange.** Both Seller and Purchaser agree to reasonably cooperate with each other in the event that either or both wish to participate in a 1031 exchange. Any party initiating an exchange shall bear all costs of such exchange.

33. **Representation by Counsel.** Each party hereto represents and agrees with each other that it has been represented by or had the opportunity to be represented by, independent counsel of its own choosing, and that it has had the full right and opportunity to consult with its respective attorney(s), that to the extent, if any, that it desired, it availed itself of this right and opportunity, that it or its authorized officers (as the case may be) have carefully read and fully understand this Agreement in its entirety and have had it fully explained to them by such party's respective counsel, that each is fully aware of the contents thereof and its meaning, intent and legal effect, and that it or its authorized officer (as the case may be) is competent to execute this Agreement and has executed this Agreement free from coercion, duress or undue influence.

34. **Interpretation.** The parties to this Agreement participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, then this Agreement will be construed as if drafted jointly by the parties to this Agreement, and no presumption or burden of proof will arise favoring or disfavoring any party to this Agreement by virtue of the authorship of any of the provisions of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

REMINDER: Parties must initial Sections 10.1 and 10.2.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

PURCHASER:

Irwindale Industrial Clinic,
a California general partnership

By: _____
Jack Feldsher, General Partner

By: _____
Joel Feldsher, General Partner

SELLER:

CITY OF IRWINDALE as Successor Agency to
the Irwindale Community Redevelopment
Agency

By: _____
Mark A. Breceda, Mayor

ATTEST:

Laura M. Nieto, CMC, Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Fred Galante, Seller Counsel

ESCROW HOLDER:

READ AND ACCEPTED:
FIDELITY NATIONAL TITLE
INSURANCE COMPANY

By: _____
Janette DeLap, VP, Escrow Officer

Dated: _____, 2016

EXHIBIT A

DESCRIPTION OF PROPERTY

That certain real property located in the City of Irwindale, County of Los Angeles, State of California, and is described as follows:

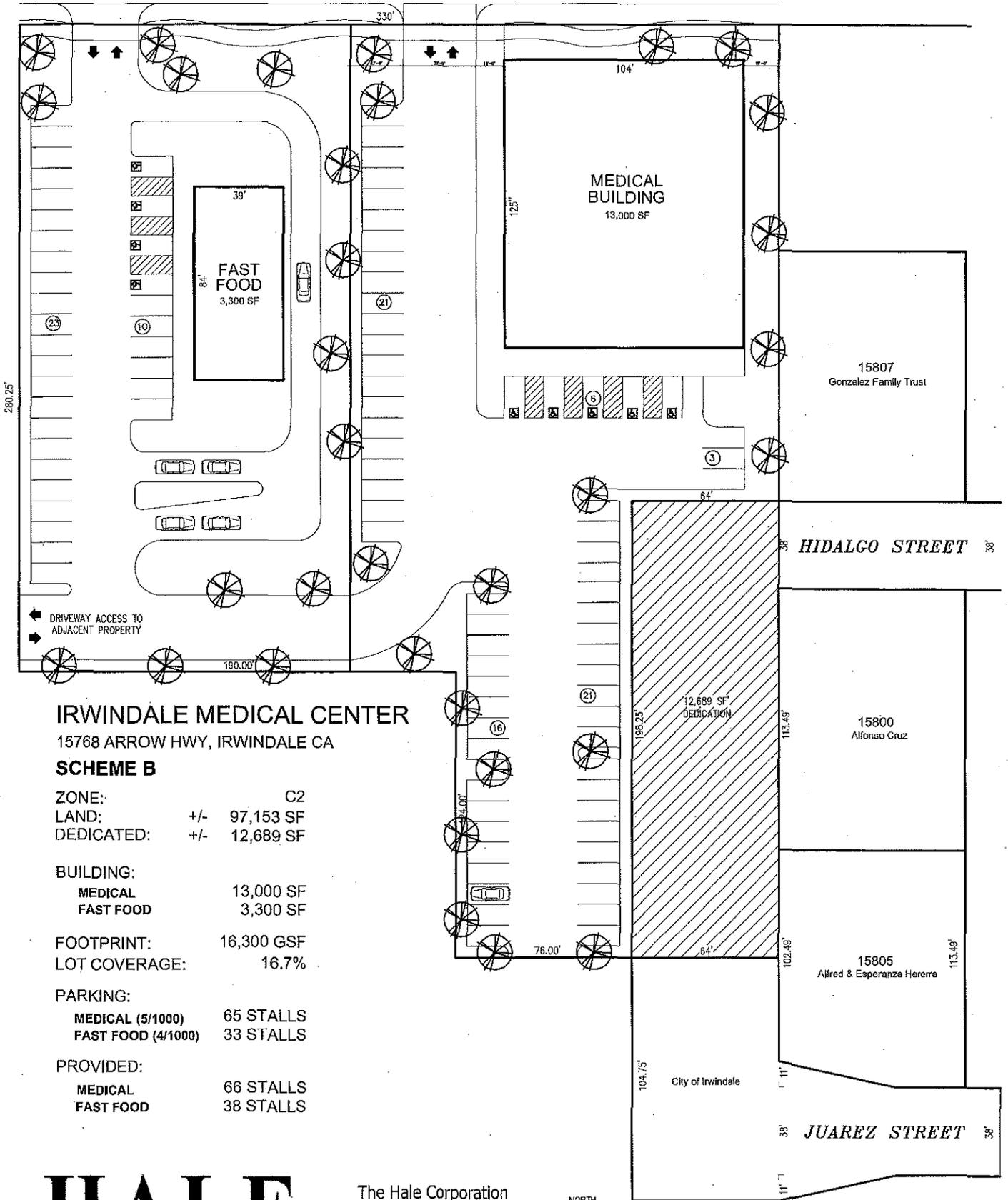
THAT PORTION OF THE EAST 5 ACRES OF THE WEST 10 ACRES OF THE NORTH 20 ACRES OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 10 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF IRWINDALE, ACCORDING TO THE OFFICIAL PLAT OF THE SURVEY OF SAID LAND FILED IN THE DISTRICT LAND OFFICE ON APRIL 21, 1877, LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE NORTHWEST CORNER OF SAID EAST 5 ACRES; THENCE SOUTH 00°06'21" EAST 330.26 FEET ALONG THE WESTERLY LINE OF SAID EAST 5 ACRES TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°55'54" EAST 193.06 FEET AND PARALLEL WITH THE NORTHERLY LINE OF SAID SECTION 9 TO A POINT; THENCE SOUTH 00°06'41" EAST 124.00 FEET TO A POINT; THENCE NORTH 89°55'54" EAST 140.00 FEET TO A POINT ON THE EASTERLY LINE OF SAID EAST 5 ACRES, SAID POINT BEING SOUTH 00°06'41" EAST 454.26 FEET MEASURED ALONG THE EASTERLY LINE OF SAID EAST 5 ACRES FROM THE NORTHEAST CORNER OF SAID EAST FIVE ACRES.

EXCEPT THEREFROM THE NORTH 25 FEET CONVEYED TO THE COUNTY OF LOS ANGELES FOR ROAD PURPOSES BY DEED RECORDED IN BOOK 6722 PAGE 134 OF DEEDS.

ALSO EXCEPT THEREFROM THE SOUTHERLY 25 FEET OF THE NORTHERLY 50 FEET CONVEYED TO THE CITY OF IRWINDALE, A MUNICIPAL CORPORATION, IN DEED RECORDED MAY 09, 1984 AS INSTRUMENT NO. 84-554445. BEING PARCEL "A" OF LOT LINE ADJUSTMENT RECORDED AUGUST 17, 1989, AS INSTRUMENT NO. 89-1328180 AND SHOWN ON EXHIBIT "B" ATTACHED THERETO AND MADE A PART THEREOF.

APN: 8417-035-902



IRWINDALE MEDICAL CENTER

15768 ARROW HWY, IRWINDALE CA

SCHEME B

ZONE: C2
 LAND: +/- 97,153 SF
 DEDICATED: +/- 12,689 SF

BUILDING:
 MEDICAL 13,000 SF
 FAST FOOD 3,300 SF

FOOTPRINT: 16,300 GSF
 LOT COVERAGE: 16.7%

PARKING:
 MEDICAL (5/1000) 65 STALLS
 FAST FOOD (4/1000) 33 STALLS

PROVIDED:
 MEDICAL 66 STALLS
 FAST FOOD 38 STALLS

HALE

Builders & Developers

The Hale Corporation
 513 S. Myrtle Ave., Suite A
 Monrovia, CA 91016
 tel: 626-358-4523 fax: 626-359-2467



SITE PLAN REDRAWN FROM INFORMATION DEEMED RELIABLE BUT NOT ACCURATE
 NOT GUARANTEED EXACT. VERIFY ALL INFORMATION.

Successor Agency Agenda

IRWINDALE CITY COUNCIL CHAMBER
5050 N. IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706

Item 1A1

September 28, 2016

SEPTEMBER 14, 2016
WEDNESDAY
5:33 P.M.

The Irwindale **SUCCESSOR AGENCY TO THE IRWINDALE COMMUNITY REDEVELOPMENT AGENCY** met in regular session at the above time and place.

ROLL CALL:

Present: Councilmembers Larry G. Burrola, Manuel R. Garcia, H. Manuel Ortiz; Mayor Pro Tem Albert F. Ambriz; Mayor Mark A. Breceda

Also present: John Davidson, City Manager; Fred Galante, City Attorney; Anthony Miranda, Police Chief; Eva Carreon, Director of Finance; William Tam, Director of Public Works / City Engineer; Gus Romo, Director of Community Development; Mary Hull, Human Resources Manager, and Laura Nieto, Deputy City Clerk

**RECESS TO
CLOSED SESSION**

At 5:33 p.m., the Successor Agency recessed to Closed Session to discuss the following:

Conference with Real Property Negotiators

Pursuant to California Government Code Section 54956.8

Property: 15768 Arrow Highway (Shannon Casket)
Negotiating Parties: Irwindale Industrial Medical Clinic & Successor Agency
Under Negotiation: Price and terms of sale

ACTION: Discussed; direction provided to staff; no further reportable action taken (Mayor Breceda declared a potential conflict of interest and exited the Closed Session room)

**RECONVENE IN
OPEN SESSION**

At 6:30 p.m., the Successor Agency convened in Open Session.

**SPONTANEOUS
COMMUNICATIONS**

There were no speakers.

CONSENT CALENDAR

MOTION

A motion was made by Mayor Pro Tem Ambriz, seconded by Councilmember Burrola, to approve the Consent Calendar; reading resolutions and ordinances by title only and waiving further reading thereof. The motion was unanimously approved; Mayor Breceda abstaining on Item No. 1C.

**ITEM NO. 1A1
MINUTES**

MINUTES

The following minutes were approved:

- 1) Regular meeting held August 24, 2016

ITEM NO. 1B
WARRANTS

WARRANTS

The warrants were approved.

ITEM NO. 1C
PURCHASE AND SALE
AGREEMENT (PSA)
FOR ACQUISITION
AND DEVELOPMENT OF
THE PROPERTY
LOCATED AT THE
15768 ARROW HWY
SITE
(APN: 8417-035-902)

PURCHASE AND SALE AGREEMENT (PSA) FOR ACQUISITION
AND DEVELOPMENT OF THE PROPERTY LOCATED AT THE
15768 ARROW HIGHWAY SITE (APN: 8417-035-902)

This matter was continued to the regular meeting of September 28,
2016; Mayor Breceda abstaining.

END OF CONSENT CALENDAR

ADJOURNMENT

There being no further business to conduct, the meeting was
adjourned at 7:40 p.m.

Laura M. Nieto, CMC
Deputy City Clerk

Successor Agency Agenda

Item 1B

September 28, 2016

Accounts Payable

Checks by Date - Summary By Check Number

**City of Irwindale as Successor Agency to the
Irwindale Community Redevelopment Agency**



Check Number	Vendor No	Vendor Name	Check Date	Check Amount
60387	AGRICU	County of Los Angeles	09/07/2016	20,630.59
			Report Total:	20,630.59

Accounts Payable

Checks by Date - Summary By Check Number

**City of Irwindale as Successor Agency to the
Irwindale Community Redevelopment Agency**



Check Number	Vendor No	Vendor Name	Check Date	Check Amount
60518	ALESHIRE	Aleshire & Wynder, LLP	09/19/2016	360.00
60519	PROPRINT	Pro Printing, Inc.	09/19/2016	141.16
60520	ROMO03	Gustavo Romo	09/19/2016	123.37
60521	USBANK03	US Bank Trust N.A.	09/19/2016	3,500.00
Report Total:				4,124.53

HOUSING AGENDA
ITEM 1A1

IRWINDALE CITY COUNCIL CHAMBER
5050 N. IRWINDALE AVENUE
IRWINDALE, CALIFORNIA 91706

SEP 28 2016

SEPTEMBER 14, 2016
WEDNESDAY
7:40 P.M.

The Irwindale **HOUSING AUTHORITY** met in regular session at the above time and place.

ROLL CALL:

Present: Authority Members Larry G. Burrola, Manuel R. Garcia, H. Manuel Ortiz; Vice Chair Albert F. Ambriz; Chair Mark A. Breceda

Also present: John Davidson, Executive Director; Fred Galante, Authority Attorney; Eva Carreon, Finance Director; Anthony Miranda, Chief of Police; William Tam, Director of Public Works / City Engineer; Gus Romo, Director of Community Development; Mary Hull, Human Resources Manager; and Laura Nieto, Assistant Authority Secretary

SPONTANEOUS COMMUNICATIONS

There were no speakers.

CONSENT CALENDAR

MOTION

A motion was made by Authority Member Ortiz, seconded by Chair Breceda, to approve the Consent Calendar; reading resolutions and ordinances by title only and waiving further reading thereof. The motion was unanimously approved.

ITEM NO. 1A1
MINUTES

MINUTES

The following minutes were approved:

- 1) Regular meeting held August 24, 2016

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 7:40 p.m.

Laura M. Nieto, CMC
Assistant Authority Secretary