Members of the public may observe this meeting via Channel 36 or via city website streaming services at www.comptoncity.org, and offer comments at this meeting telephonically by leaving a voicemail at (310) 605-6335, or electronically by emailing your comments to contactcityclerk@comptoncity.org, by 4:00 p.m., the day of the meeting. If you are an individual with a disability and need a reasonable modification or accommodation pursuant to the American with Disabilities Act ("ADA") please contact the City Clerk's Office at (310) 605-5530 or email contactcityclerk@comptoncity.org prior to the meeting for assistance.

COMPTON CITY COUNCIL
AGENDA
10/13/2020
5:30 PM

OPENING

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

1. Senator Steven Bradford - Legislative Update

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

Consent items are routine and expected to be non-controversial. They will be acted upon by the Council at one time without discussion unless a Council Member requests an item be removed or discussed.

APPROVAL OF MINUTES

2. SEPTEMBER 22, 2020

CITY ATTORNEY

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 25,345 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO LEGAL SERVICES RETAINER AGREEMENTS FOR FISCAL YEARS 2020-2021 AND 2021-2022

WATER DEPARTMENT

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA TO PURCHASE IMPORTED WATER FOR THE 2020/2021 FISCAL YEAR ($530,000)

REGULAR AGENDA

CITY MANAGER'S REPORT

5. POWER POINT PRESENTATION - BZ NANO COATINGS (Councilman Galvan)

6. ORAL REPORT - 2021 ELECTION FINANCING UPDATE

NEW BUSINESS

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, PROCLAMING SEPTEMBER 15 TO OCTOBER 15, 2020 AS “HISPANIC HERITAGE MONTH” IN THE CITY OF COMPTON

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A TEN (10) MONTH SERVICES CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR SCREAMIN EAGLE SERVICES, INC. FOR CITY-WIDE ABATEMENT OF ILLEGAL DUMPING AND RATIFY AN EMERGENCY ABATEMENT CONTRACT ENTERED INTO WITH SCREAMIN EAGLE SERVICES, INC. ($291,667)

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, ACTING IN ITS CAPACITY AS THE COMPTON HOUSING SUCCESSOR AGENCY AUTHORIZING THE CITY MANAGER TO MAKE A BUDGET TRANSFER BETWEEN BOND FUNDS AND TAXES ACCOUNTS AND ISSUE A PURCHASE ORDER TO THE LOS ANGELES COUNTY AUDITOR-CONTROLLER IN THE AMOUNT OF EIGHTY-SEVEN THOUSAND NINE HUNDRED AND SIXTY-NINE DOLLARS (PLUS STATUTORY LATE PAYMENT CHARGES) FOR THE PAYMENT OF PROPERTY TAXES FOR HOUSING SUCCESSOR AGENCY-OWNED PROPERTY LOCATED AT 1950 NORTH CENTRAL AVENUE AND IN CONNECTION WITH THE DEVELOPMENT OF 30 SINGLE FAMILY HOMES

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ADOPTION OF THE CITY OF COMPTON PLAN TO COMBAT AND PREVENT HOMELESSNESS

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 10/20/2020 5:30 PM

Visit our website at http://www.comptoncity.org

SEPTEMBER 22, 2020

The Closed Session Compton City Council Meeting was called to order at 5:05 p.m. in the Council Chambers of City Hall by Mayor Aja Brown. The Pledge of Allegiance and Moment of Silence ceremonies were also led by Mayor Brown.

ROLL CALL

Council Members Present – McCoy, Sharif, Brown *(Via Zoom Teleconference)*
Council Members Absent – Chambers *(Joined the meeting during closed session)*
Galvan *(Joined the meeting at 5:52 p.m.)*

Other Officials Present: D. Brown, A. Godwin, D. Sanders, C. Cornwell

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CLOSED SESSION AGENDA

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
Pursuant to California Government Code Section 54957(b)

PUBLIC EMPLOYMENT APPOINTMENT
Title: City Manager
Pursuant to California Government Code Section 54957(b)

PUBLIC COMMENTS ON CLOSED SESSION AGENDA ITEMS

City Clerk Alita Godwin read the audience comments as submitted into the record:

Dal Charigon - "I live in the 4th district for nearly twenty years. There has been so much on Face book and heard through general citizen conversation regarding the termination of the city manager. Initially, I did not know what to think of this recommendation because Compton has a history of hiring managers and then firing them. I am really concerned that only persons who have received funds from the city, and/or currently receiving some form of pay from the City of Compton are the ones making the most noise about this proposed termination. Smart people should be able to see through this reckless scheme. I have noticed that only two council persons are fighting for him to keep his job. Might I mention these two council members are currently being recalled by the people of Compton. There were multiple letters sent in regarding the violation of the Code of Ethics, which was never addressed by our City Manager or our City Attorney. Hub City Dre (Andre Spicer) should be fired without exception by the City Manager. Spicer admits that his boss Councilwoman Chambers called him to advise him to be worried about losing his job and Satra Zurita was being considered as the City Manager. This was on Face book and Chambers responded 100 three times. Screaming Eagles employee released the confidential information and he is still employed by Screaming Eagles. Aleisha Rivers, Commissioner on the Personnel Commission speaks on spearheading the recall of Councilwoman Sharif, Commissioner Lakeisha Childs is always out of place saying things she should not and has always been a bad choice for any Commission. The appointment of her speaks volumes on what Michelle Chambers represents. The Mayor's Liaison has posted on her Activist page a letter advising council not to fire. All this done on City time. I say FIRE the city manager and put an end to all this mess. Council woman Sharif stand strong and do what is right! Your weakness will be the fall of you. clearly displays poor leadership at all levels of our government. Also, I will sign the petitions for recall. Just when you think Compton couldn't go any lower it just did. Firing the City Manager will, if nothing else require Chambers and Brown to really look at being professional and serving residents with grace. Remember you work for us! This is to be read during the City Council Meeting and placed in the official records."

Robert Ray – "While I know and believe Craig Cornwell to be a wonderful person, I do not believe he is qualified to be in the position of City Manager. I therefore support his termination and replacement."

Jeremiah Pratt – District 1 **– "**Good Evening Mayor and City Council Members, Craig Cornwell doesn't respect you as elected officials. His staff member assigned to Council Member Chambers is allowed to attack not just Council Member Emma Sharif, Isaac Galvan and Tana McCoy, but also senior citizens in this community on social media. Craig Cornwell knows about these internet videos, attacks and harassment and does NOTHING! Next door in Lynwood the City Manager made a negative reference on his personal social media and the City Council wasted no time getting rid of him; it only took 24 hours. The same day the City Manager's staff person applauded and posted the same sentiment as the Lynwood city manager on his social media. How does this help with the community with the relationship with the sheriff department?

Day after day, week after week this staff person assigned by the City Manager to Council Member Chambers is showing he doesn't respect the people of the community who's tax dollars are used by this council to pay his salary. If anything is making a negative impact on our city's credit rating, it's the unruly behavior of this rogue employee assigned to Council Member Chambers. Don't allow Mayor Brown and Council Member Chambers to bully you over email and text message then send their staff and a city contractor to hunt and harass you on social media. Stop allowing this City Manager to insult your intelligence as well as this community. The so-called progress of the street projects are all smoke and mirrors. These repairs to the streets were being held up in the City Attorney's office by him as City Attorney. This is well documented in the council minutes and video when Former City Manager Rambo called him out about it during council meeting. I suppose this why the city engineer was on this City Manager's hit list and one of the first to get fired.

Council Member McCoy its time to show why you've lasted through so many City administrations. Council Member Galvan show your colleagues WHY you won by a landslide in your last election. Council Member Sharif it's time show this council WHY you have been elected time and time again over the last 20 plus years. Craig Cornwell has proven he doesn't respect the city council members because he continues to say and do NOTHING! The changes come from the TOP and when they don't it's time to make a change with the TOP!"

Sadie Miller – "I support the termination of Craig Cornwell. You should fire him immediately. It is a shame how he has been handling the city and how he poorly laid off city employees he targeted. I also think Michelle Chambers is despicable. She allows her low class hooligan liaison to bully, harass, intimidate and humiliate Emma Shariff. The Mayor is also very unprofessional talking down to her colleagues.

If the city manager's employees can get away with what they are doing to councilwoman Shariff they all should be fired. Chambers is a hypocrite. While she allows her liaison to disrespect Councilwoman Shariff, her own liaison Dre Spicer is being disrespectful to her colleague. She is low class and the first district is being run by loud mouth liars. The city manager is an arrogant liar. Of course he is doing streets faster than any other city manager because he held them up so they would look incompetent. Now he's doing the projects he held up to sabotage the other city managers. He needs to go now!"

Annie Franklin – "Dear Council Members of the City of Compton**,** I believe Craig Cornwell should be fired. He is a poor city manager and he has fired all of the men and women that the mayor, Asia Brown, doesn't like. He is her puppet. During city council meetings, he can never answer any questions or discuss anything in detail. In addition to Craig being incompetent and inept. he is not good at his job, he always looks confused. Even worse, he keeps fighting and losing cases against Kareemah Bradford, which is costing the city a lot of money. Fire him now and do us all a favor."

City Clerk Godwin indicated that the following citizens submitted the same letter:

Juan Manuel, Sara Rodriguez, Yesenia Hernandez, Wendy Morgan, Rebecca Reyes, Loraine Elder, Leslie Landie, Courtney Armstard, Christi McDaniel, Angelica Bugarel, Bruce Boyden, Alysia Rivers, Aaron Sexton, Roberto Rodriguez, Karen Harris, Traey Thomas, Candace London:

Dear City Clerk Alita Godwin,

I am a resident of Compton, California and I am emailing today to demand an immediate end to the dismissal of City Manager on Tuesday, September 22, 2020.

I am concerned that Councilman Galvan, who initiated this, was woefully unprepared at the last meeting. There was no significant evidence presented that validated this request for removal. I still feel that this decision is impulsive, unfounded and without regard for the impact to our community. This will be a significant detriment to the City of Compton.

What we, the Residents, the taxpayers of the City of Compton took away from the meeting on 9/15/20:

* Craig Cornwell was elected three times by the residents of Compton as the City Attorney.
* He was appointed by all members of the City Council to the position of City Manager in August of 2019.
* During his tenure (1year) we have seen critical infrastructure projects moving forward
* His one-year review was excellent.
* His contract is for a two-year period. If released, we will have to pay out his contract.
* In addition, we would have to pay for the search for a new City Manager and pay for the new City Managers salary.
* This is not a fiscally sound decision at this time.

Councilman Galvan does not seem to have the best interests of our city in hand, nor does he seem engaged enough with the community to know what we need. This type of motion would cost us additional money that we do not have at the time due to the COVID crisis. I am equally concerned with the fact that Councilwoman Emma Sharif is participating in this.

As stated last week, the residents of Compton will not stand by and let our city move backwards and we will move forward as a body to remove any council member that we feel does not have the best interest of this city in mind. We are asking AGAIN, that this motion be stopped.

We are the taxpayers of this city and we have a voice that will continue to be heard. I request that you read my comments in the City Council meeting prior to closed session on Tuesday, September 22, 2020."

Compton Coalition of Ethical Alliance – "To: Mayor Aja Brown, Councilwoman Michelle Chambers, Councilman Isaac Galvan, Councilwoman Tana McCoy, Councilwoman Emma Sharif: This letter is written by the Compton Coalition for Ethical Alliance, Inc. to express our concern surrounding the discussion of ending the contract of the City Manager Craig Cornwell. We believe this termination is not about Mr. Cornwell's performance, and this realization is creating a great deal of anxiety throughout the city.

One issue with this process that may not have been raised is findings presented to us by our State Auditor. The Administrative and Internal Accounting Control's Review Report for the City of Compton, dated March 2018; Finding 14, page 24, paragraph one states "During our review, we noted that the city experienced a high degree of management turnover, which can result in a lack of operational stability, and inefficient provision of services to its citizens." It goes on to read, "Between January 1, 2010, and January 18, 2017 nine different individuals served as City Manager." The state recommended "that the city evaluate its hiring practices for its upper management positions." In addition, "we recommend that the city develop a succession plan that will help to ensure continued leadership even during management turnover." The response of the city was that they were in full agreement with the state's findings.

Yet in 2020 to the detriment of the citizenry, the city council is attempting to keep us in a place of dysfunction. Based on the documentation provided through a state audit it would be extremely irresponsible for the Compton City Council to remove the City Manager after just over a year of service.

It is our request as residents, taxpayers, and stakeholders, that you reconsider PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE: Pursuant to California Government Code Section 54957(b), as a way to improve the function of Compton, because the revolving

door approach does not work in theory, or in practice. Respectfully, Compton Coalition for Ethical Alliance, Inc.; Gilda Blueford, President and Artra Wynn, Boardmember.

Compton FF Assoc Local 2216 – "Madam Mayor Brown, Compton Firefighters Association Local 2216 members are expressing our support for City Manager Craig Cornwell. We have had the opportunity to meet and interact with Mr. Cornwell for the last 16 months. We have a clear understanding of his present and future plans for not only the City of Compton, but the Fire Department as well. We have established a solid line of communication that has allowed us to express and communicate all the needs of our department that, in turn, will allow us to serve and respond to any potential life-threating emergency. In the past, it was difficult to communicate with the City Manager's office, we simply were not given the opportunity.

Mr. Cornwell and his staff have faced an unprecedented global event and have managed to address and meet the needs of the city, residents, and staff by maintaining fire and emergency protection within the city, and not jeopardizing the safety of the residents and visitors of this great city. We have seen a tremendous amount of city infrastructure that has been upgraded or repaired that has allowed our members to provide faster and efficient service, and at the same time, minimize financial expenses to our already antiquated equipment.

We are asking to reconsider the potential dismissal of our City Manager Mr. Craig Cornwell. This action will be detrimental to the tremendous progress he has achieved in a short amount of time. His work, passion, and dedication to the residents and City of Compton has not gone unnoticed by our association members and fire department staff. His removal will set back the progress he has achieved with our association, department, and most notably to Compton residents. His priority to maintain efficient fire and medical protections, especially in an uncertain time due to COVID-19 only emphasizes his dedication to the safety our residents, visitors, and staff of our great City of Compton. In Solidarity, Tony Branson, President and Daniel Salazar, Vice President."

Sylvia Origel – "I encourage the City Council to vote against removing City Manager from office. This would be detrimental to our city's progress. Popular Street is finally getting repaired!!!

Mr. Isaac Galvan, I write as a resident living in the neighboring community of District 1.
I wholeheartedly agree with you about the trash, homelessness, and marijuana shops being a nuisance in your district. However, your thuggish decorum during Council meetings diminishes your credibility as a servant of the Compton residents. You emphasize the number of emails you sent to the city manager, but it takes more than an email to bring real progress to your district.

On September 15, 2020, you implied that other residents traveling to your district to dump into your district to harm you politically is insulting to Compton's residents. I request that you issue an apology to the residents of Compton for your irresponsible comments.

Please take a moment to reflect on your actions and stop scapegoating on other Council members and residents. Add value to your seat."

Jennifer Flores, District 3 **–** "Hello – Now that the agenda has been published there is in fact a motion to release the city manager. I would like my comments during the next city council meeting to reflect the questions below, as well as the understanding that now is not the time for petty politics and games. What is the reason behind releasing the city manager during a pandemic? Will this set back any current projects in the city? What is the plan for a replacement? Why are we not focused on taking care of our residents during the pandemic and current climate of social unrest? I would like a response from the council members that have brought forth this motion at the 9/15 council meeting."

Brownie Whitlow – "Good evening City Council, my name is Brownie Mentlow and I am a 46 years resident of the city of Compton residing in the 4th district. I would like to voice my opposition to any attempt to remove are city manager from his position, I know Mr. Cornwell and I know him to be a man of intelligence, integrity and a man of his word I believe he is the right man for the job at the right time and I also believe in his desire to improve the quality of life for all the citizens of Compton. Based on this I'm asking my Council person of the 4th district and all citizens of Compton to stand with me in support of our city manager Mr. Craig Cornwell. And my direct message to Mr. Cornwell keep the faith sir and fight the good fight God will carry you

through and please know are heavenly father always answer the call of the righteous. God bless you all and God bless Compton thank you."

City Attorney Damon Brown requested a closed session to discuss public employee Discipline/Dismissal/Release pursuant to Government Code Section 54957(b) and public employment appointment –title: City Manager, pursuant to California Government Code Section 54957(b).

It was moved by Galvan, seconded by McCoy, that the closed session be approved. The motion failed by the following vote on roll call:

AYES: Council Members - Galvan, McCoy
NOES: Council Members - Chambers, Brown
ABSENT: Council Members - Sharif

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Robert Ray - "Item #6 - Why hasn't anyone thought about letting the public participate in meetings via Zoom or Skype? Item #11 - Who is going to decide who meets the criteria for receiving these benefits, and who will be giving them out? I'm pretty sure there will be many applicants. Let us all remember Justice Ruth Bader Ginsberg. She may have been small in stature, but her accomplishments in life were huge. She will be greatly missed."

William Kemp – "Good evening city of Compton and Council, I want to voice my concerns about the potential firing of city manager Craig Cornwell. I disagree and feel he should be allowed to finish out his contract. Then he should be evaluated for the job he's done. Also why hasn't city attorney Damon Brown enforced the moratorium on Marijuana dispensaries exposed in 2008. Not to mention twice in the last 3 years it was a ballot initiative and voted down twice 76% and 74% respectfully.

Why haven't the city attorney increased the fines or seized the property of repeat offenders. Compton has some of the lowest fines in the state. Mr. City attorney are you aware that Marijuana dispensaries are operating with impunity all out in the open under your watch.

I also would like to address the unethical and unprofessional conduct of Andre Spicer. His behavior has been disconcerting. Not to mention criminal. Michelle Chambers promised more professionalism from her leadership. She asked the LASD for an apology because of the conduct of one of their deputies. She was corrected in doing that. But what about the conduct of your liaison. Will you and him apologize or will you be selective in your admonishment. The people of Compton are concerned and want to know what actions if any will be taken to address our concerns."

Joyce Kelly – "Good evening, Tana McCoy and Emma Sharif should go to college and learn some leadership skills and ethics. They pretend they are leaders, yet they continue to allow Aja Brown to manipulate them while she degrades and humiliates them. They have very little self-esteem, if any. Tana has to look out for her inept relatives. Jobs while Emma is merely scared and stupid. They both are almost twice Aja Brown's age and will try to please her. So, when she goes to jail let them go with her. They probably won't be put in the same cell! Everyone in the world knows Aja Brown is a fake and a fraud! She came to Compton as a modern-day carpetbagger with 2 run-over pairs of shoes and 3 outfits, but now her net worth is reported to be between 1 and 5 million dollars. The State Controller said we should demand our money!

Craig Cornwell, city manager is so incompetent that he is seated to get over a half million dollars when he retires for doing Aja's dirty work! FIRE HIM! Under his contract as a city manager he has failed and deserves nothing!

Oh, I think Aja should be held accountable for the 2 deputies being ambushed, because she tried to bring problems between the people and the sheriff the same way she told her finger soldiers I was putting her child in harms way by posting the pictures of the sheriff guarding her house and talked about demonstrating at my home! She's stupid and uncaring for anything or anyone except money!!! SIGN THE RECALL PETITIONS FOR AJA BROWN AND MICHELLE CHAMBERS. INBOX ME OR CALL LYNN BONE."

Sally Smith – "Council and Residents, Compton has been in turmoil from fear tactics, rumors, and lies this past week. On Thursday, it started from the breach of the Brown's Act from Mayor Brown sharing closed session personnel matters to her close friend, Chris Bailey, who shared on Facebook confidential information of today's council agenda item of Craig Cornwell's possible termination. Following, Councilwoman Michelle Chambers also breaching the Brown's Act, telling her liaison, Andre Spicer, and multiple community members of Craig Cornwell's personnel matter. In addition to intentionally creating an uproar and igniting fear into Compton residents by fabricating Councilmembers Galvan, McCoy and Sharif will vote Satra Zurita as interim City Manager to transition Omar Bradly to the permanent City Manager.

I spoke to 6 residents over this weekend. They all told me the same blatant lie that Andre Spicer said on Facebook on Friday, September 11th, before the Council agenda was made public, stating he received a call from Compton. On Saturday, Sunday, and Monday, I heard the same lie from residents. Councilwoman Michelle you have come to Compton as a carpetbagger with a smile and soundbite, saying you're here to serve the residents of the great City of Compton, but it seems to be the contrary. You have attempted to get Craig Henry fired from Volunteers of America for speaking out about the lack of Compton going after funding for the homelessness here in Compton. You called his boss twice, trying to get him fired. You have collaborated with Mayor Brown laying off whole departments under the cloak of COVID budget cuts. But you have ensured your friend Mrs. McKenze has a job when numbers are low of people utilizing the work source center when it should be outsourced to a more capable Work Source Center, to now sowing seeds of fear and discord to residents. Is that done to take the attention away from you and Mayor Brown's recall?

Council members are sworn as elected officials to conduct city business with integrity, be a voice for the community, being a gatekeeper for the district you serve. This unleashing of attacks on our residents are deplorable. This plan is a strategic due to the fear of getting a strong City Manager so you two can continue to keep running Craig according to your selfish gains. Stop obstruction Craig from doing his job; maybe he won't be on the chopping block! Work together as council members and release the power struggle. Compton is a weak-mayor system, Mayor Brown you have no FORMAL authority outside council. Mayor and council stay in your lane.

Furthermore, Andre Spicer should be written up. He is a liaison and his behavior disrespect for any council member should not be tolerated. He should have been dealt with early Monday morning speaking about a councilmember in the way he did. He is a liaison, not a brand. And if he is more than a liaison, let him get a $50,000 dollar salary elsewhere. District 1 is still dirty, hot spots of dumping remain, emails and phone calls aren't returned until days later. That's the problem he is getting paid to be Hub Dre and not District 1's liaison. Reign him in.

The residents want a clean thriving city. Residents, you need to understand, a City Manager remaining in that seat isn't about popularity being used to keep friend's contracts and jobs, as Dre say, because he worried he won't have one. But it is about Craig's performance. I like Craig, but I like to have clean and decent streets better. There is a homeless woman living on Compton Blvd. next Popeye's taking up 20 feet of sidewalk with clothes all over the place, these issues are performance. Craig make the hard decisions and tell the Mayor NO city matters that will position her and her friends, do what you need to do, work with all the council and make Compton great again. I would love to leave my name but I know there will be retaliation from Councilwoman Chambers, even with all their "hold me accountable" rhetoric. A Compton Resident."

Adolpho Varas – "Good evening honorable Mayor and city council members I am the Executive Director for the Latino chamber of commerce of Compton.

I would like to start off by saying that the Grab N Go food Giveaway that the latino chamber and Councilwoman for the 3rd district tana Mccoy was a huge success. With the help with Casa Sonora, Councilwoman tana Mccoy, Compton unified school district board member Alma pleasant, Cliff Williams, SoCalGas Company, Compton Grocery Outlet owner Eugene and most importantly my husband which we feed over 200 Compton residents.

Secondly I would like to take the time to acknowledge and thank the Mayor for the city of South Gate Maria Davila taking the time from her busy schedule to help us for our food GIVEAWAY. It was a day of true unity within our black and Brown community as well neighboring city elected officials. We are all in this together. I also would like to thank Councilwoman for the 4th district

Emma Sharif for Donating boxes of food for this past food GIVEAWAY. On behalf of our board of directors and Maria Villareal we thank you.

We are now accepting potential candidates to be part of our taste of Compton Festival committee. Please call the chamber office number 3106321431 if you would like to be part of the planning process on an event that symbolizes and showing Compton exciting culinary scenes. We also have exciting NEWS that the Latino chamber of commerce of Compton will be partnering up with an organization that will be offering $200 gift cards to grocery stores with an additional 50$ per member in the same household. Once we have the logistics of the program we will make the announcement of open enrollment for this program. The funding that we are working with is the CARE ACT funding to help community members that have been affected due to COVID-19. If any elected officials would like be part of this program please reach out to the Executive Director. We will have limited spots for this program and funding. Adolfo Varas Executive Director for the Latino chamber of commerce of Compton 3103455251."

Vera Robles DeWitt – "Good evening Mayor, City Council, Staff and residents. I'm Vera Robles DeWitt, President of the Water Replenishment District. I represent 10 cities in Division 5, which includes your City of Compton.

I would like to provide a brief update on what WRD is doing to ensure that residents have access to safe, high-quality water. WRD manages and protects groundwater for over 4 million residents, covering a 420-square-mile region.

You may not be able to see it, but half of Southern Los Angeles County's water resources come from naturally formed underground basins that hold billions of gallons of fresh water. Fresh water in these basins becomes drinking water when pumped out of the ground. WRD is responsible for replenishing groundwater supplies and ensuring that the basins maintain healthy water levels. In the past, WRD imported some water from Northern California and the Colorado River to replenish our groundwater aquifers - but no more.

Through innovative planning at WRD, we have created a completely locally sustainable source of water through our Water Independence Now program, also known as the **WIN** initiative. The cornerstone project of the WIN initiative is the Albert Robles Center for Water Recycling and Environmental Learning - **ARC** for short. This advanced water treatment facility provides 14 million gallons of highly purified water per day that we use to refill our thirsty groundwater basins. Not only does **ARC** create a resilient water future for the region, it also houses a state-of-the-art education center and sustainable demonstration gardens. We teach students and the public about groundwater, conservation, and sustainable gardening. In-person tours of the facility will once again be available, however, for now we offer virtual tours. The good news is we are adapting to the current Covid-19 limitations.

Our free Eco-Gardener class has gone virtual. Topics include Sustainable Landscape Design, Edible Gardening, Irrigation Basics, and Drought-Tolerant Plants. Upcoming classes start up on October 6th. Go to our website **wrd.org/EcoGardener** for more information. For our younger learners, WRD is now accepting submissions for our Annual Student Art Contest. Kindergarten through 6th grade students are invited to create a piece of art highlighting the importance of water and conservation. Winners will have their artwork published in our 2021 Water Awareness Calendar and receive prizes. Our website **wrd.org/studentartcontest** has more information on how to enter.

This has been a very challenging time for everyone, but I also want to assure you that our tap water is safe to drink and not affected by the coronavirus. Please visit our website www.wrd.org for additional information. Thank you."

RE-CONSIDERATION OF CLOSED SESSION

On motion by McCoy, seconded by Sharif, the Council voted to reconsider the closed session by the following vote on roll call:

AYES: Council Members - Galvan, McCoy, Sharif, Brown
NOES: Council Members - Chambers
ABSENT: Council Members - None

CLOSED SESSION

CLOSED SESSION AGENDA ITEMS

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
Pursuant to California Government Code Section 54957(b)

PUBLIC EMPLOYMENT APPOINTMENT
Title: City Manager
Pursuant to California Government Code Section 54957(b)

On motion by Galvan, seconded by Sharif, the Council voted to recess to closed session at 5:40 p.m. by the following vote on roll call:

AYES: Council Members - Galvan, McCoy, Sharif
NOES: Council Members - Chambers, Brown
ABSENT: Council Members - None

RE-CONVENE TO OPEN SESSION

On motion by McCoy, seconded by Sharif, the City Council re-convened at 8:22 p.m. by the following vote on roll call:

ROLL CALL

AYES: Council Members - Chambers, Galvan, McCoy, Sharif, Brown
NOES: Council Members - None
ABSENT: Council Members - None

REPORT OUT OF CLOSED SESSION

City Attorney Damon Brown reported out that there were two motions made by Councilman Galvan; however, both motions were later rescinded. No action was taken during the closed session.

CONSENT AGENDA

APPROVAL OF MINUTES

1. SEPTEMBER 8, 2020 (***Approved)***

CITY MANAGER/CITY ATTORNEY/CITY CONTROLLER/CITY TREASURER REPORTS

2. INVESTMENT REPORT - JULY 31, 2020 ***(Received and filed)***

CITY MANAGER

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE SALARY PLAN FOR THE CLASSIFICATION OF WATER GENERAL MANAGER AND CORRECT RANGE FROM 186 TO 192 ***(Approved Resolution Number 25,353)***

On motion by McCoy, seconded by Chambers, the consent agenda was approved by the following vote on roll call:

AYES: **Council Members - Chambers, Galvan, McCoy, Sharif, Brown**
NOES: **Council Members - None**
ABSENT: **Council Members - None**

REGULAR AGENDA

REPORTS OF OFFICERS, BOARDS, COMMISSIONS AND COMMITTEES AND CITY COUNCIL

4. APPOINTMENT(S) OF OFFICERS, COUNCIL MEMBERS, BOARDS/COMMISSIONS AND COMMITTEES

LAW ENFORCEMENT REVIEW BOARD COMMITTEE APPOINTMENTS

Mayor Brown commented that the Law Enforcement Review Board will provide accountability and information to the residents. It was moved by Mayor Brown (who stepped from the Chair), seconded by Sharif to approve and accept the following nominations.

Councilmember Chambers nominated Pastor Michael Fisher and Mustafa Kahn.

Councilman Galvan nominated Pastor Hector Monarrez and added that he will provide the second nomination at the next Council meeting.

Councilmember McCoy nominated Royce Esters and Mollie Bell.

Councilmember Sharif nominated Sandra Moss and Jasmine Williams.

Mayor Brown nominated Alice Corona, Tenae Spears and Minister Hakeem Muhammad.

Pastor Michael Fisher, Mustafa Kahn, Pastor Hector Monarrez, Royce Esters, **Molly Bell, Sandra Moss, Jasmine Williams, Alice Corona, Tenae Spears and Minister Hakeem Muhammad** were appointed to the **Law Enforcement Review Board Committee** by the following vote on roll call:

AYES: **Council Members - Chambers, Galvan, McCoy, Sharif, Brown**
NOES: **Council Members - None**
ABSENT: **Council Members - None**

CITY MANAGER'S REPORT

5. EMPLOYEE RECOGNITION - Fire Department: Brownie

Fire Chief Ronerick Simpson introduced the newest addition to the Compton Fire Department Arson Detective canine, Brownie, along with Battalion Hernandez and her handler as part of the Arson Investigation Division. Chief Simpson highlighted Brownie's many fire-fighting and arson investigation accomplishments. She is a yellow, English Labrador with tons of energy and enthusiasm and has already been very instrumental in identifying and detecting accelerants used in arson fires, which the naked eye cannot see. Chief Simpson indicated that Compton is one of 3 cities in the County of Los Angeles to receive a registered Arson detecting canine.

The City Council expressed their excitement and heartfelt thanks to the Fire Department and Brownie for all their dedication and hard work.

6. DISCUSSION: PUBLIC PARTICIPATION AT CITY COUNCIL MEETINGS

City Manager Craig Cornwell discussed several options to provide additional public participation during the City Council meetings. Mr. Cornwell related the following options:

1. Allow the public participation to access the City Council Chambers and provide public comments. This option would require securing the Los Angeles County Sheriffs or other security personnel, which also entails the need for additional funding for security.

2. Expand technology by permitting the public to participate via Zoom or include 'live' telephone phone calls during the meetings.

3. Allow the public to record comments or questions for airing during the City Council meetings.

The City Council discussed the possibility of including additional methods of public participation at the City Council meetings.

7. ORAL REPORT - ALAMEDA CLEAN UP

Code Enforcement Director Tony Ward provided a power point presentation detailing the current status of the clean-up of Alameda Street and explained the procedures taken by Staff for the abatement of the homeless encampments: (1) the City must coordinate with our stakeholders which include the Sheriff's Department, community outreach groups, union pacific railroad, public works staff, animal control, and code enforcement personnel; (2) determine the size and number of people within the encampment; (3) identify the resources needs for those within the encampment and (4) post notices of abatement dates, which often varies.

Mr. Ward then indicated that the City has performed 10 to 15 encampment abatements in the past 14 months, plus additional routine cleanups, while reducing the City's exposure to civil prosecution by adhering to the Los Angeles County's encampment plan.

There are challenges associated with the abatements of the encampments, as the City is required to coordinate with all stakeholders and needed resources. Union Pacific has been our biggest challenge (broken promises, unkept commitments, poor communication) and added that Union Pacific is responsible for property inside the railroad tracks and the City is responsible for the property outside the railroad tracks to the street. The coronavirus has placed a significant strain on all stakeholders and resources.

Mr. Ward further explained the reasons for the increase in homeless encampments, indicating that the homeless rate has significantly increased as indicated by the last homeless count, and the demolition of vacant buildings on Compton Boulevard has pushed many individuals out into the open.

Mr. Ward presented 'before' and 'after' photographs displaying the clean-up area and affirmed that the City's goal is to clean the inside and outside of the railroad tracks and reduce the redundancy of the encampments and trash in the area.

8. POWER POINT PRESENTATION - STREET IMPROVEMENT UPDATE

City Manager Cornwell offered a power point presentation detailing the Grind and Overlay Street Reconstruction Program, and highlighted the timelines for the Capital Improvement Projects (CIP):

C 13-

CIP 18-01

- Initiated in 2018
- Engineering Phase 2019-2020
- Construction Funded 2020
- Commenced in May 2020
- To be Completed in December 2020

CIP 18-02

- Initiated in 2019
- Engineering Phase 2019 – 2020
- Engineering Funding – FY 19-20
- Construction Funding – Not Funded

City Manager Cornwell highlighted various streets under reconstruction from all four City Council Districts. The complete power point presentation is on file and available for review in the City Clerk's Office.

9. POWER POINT PRESENTATION - BOND FINANCING UPDATE

City Manager Cornwell provided a power point presentation detailing the bond financing process, highlighting the bond team members and roles; bond structure, bond capacity and financing, bond project and the bond financing schedule. Mr. Cornwell explained that a capital expenditure is the money an organization or corporate entity spends to buy, maintain, or improve its fixed assets, such as buildings, vehicles, equipment, or land. It is considered a capital expenditure when the asset is newly purchased or when money is used towards extending the useful life of an existing asset, such as repairing the roof. Improvements that have a lifespan of at least 10-15 years with expenses that exceed $1,000 dollars. The capital funds may be used for: direct construction costs, indirect construction costs, engineering, architects, legal fees, construction and project management, geotechnical, appraisals, entitlement fees, etc.

Mr. Cornwell discussed the funding sources from Measure M, Measure R and Proposition C, along with the debt service and debt ratio for the various sources. Mr. Cornwell provided information regarding the post-closing and continuing disclosure obligations for the acquisition and Construction of Projects as well as the allocation of the proceeds of the bonds to expenditures therefor are reasonably expected to proceed with due diligence to completion, which is presently expected to be accomplished by December 31, 2022 (approximately 2 years from the date of issuance of the Bonds with a maximum of 3 years).

(Councilmember Chambers exited the meeting at 9:40 p.m. and Councilman Galvan exited the meeting at 9:44 p.m.)

City Manager Cornwell further indicated that he will host a workshop to provide more in-depth discussion regarding the bond process.

The complete power point presentation is on file and available for review in the City Clerk's Office.

MOTION TO EXTEND THE CITY COUNCIL MEETING

On motion by Sharif, seconded by McCoy, the Council voted to extend the City Council meeting by the following vote on roll call:

AYES: Council Members - McCoy, Sharif, Brown
NOES: Council Members - None
ABSENT: Council Members - Chambers, Galvan

NEW BUSINESS

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2020-2021 FISCAL YEAR BUDGET TO ACCEPT AND APPROPRIATE A SENATE BILL 2 GRANT AWARD FROM THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT TO FUND THE PREPARATION OF AN UPDATED GENERAL PLAN LAND USE ELEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT WITH THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT ($310,000) ***(Requires 4 Votes-No action taken)***

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SUPPORTING THE MAYORS FOR A GUARANTEED INCOME NETWORK AND THE ENACTMENT OF A COMPTON GUARANTEED BASIC INCOME PILOT INITIATIVE PROGRAM TO AID COMPTON RESIDENTS

On motion by McCoy, seconded by Sharif, **Resolution Number 25,354** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SUPPORTING THE MAYORS FOR A GUARANTEED INCOME NETWORK AND THE ENACTMENT OF A COMPTON GUARANTEED BASIC INCOME PILOT INITIATIVE PROGRAM TO AID COMPTON RESIDENTS'** was adopted by the following vote on roll call:

AYES: Council Members - McCoy, Sharif, Brown
NOES: Council Members - None
ABSENT: Council Members - Chambers, Galvan

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A REWARD FOR INFORMATION LEADING TO THE IDENTIFICATION, APPREHENSION AND CONVICTION OF ANY PERSON OR PERSONS RESPONSIBLE FOR THE INJURY OF TWO SHERIFF DEPUTIES ON SEPTEMBER 12, 2020 ($10,000.00)

On motion by McCoy, seconded by Sharif, **Resolution Number 25,355** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A REWARD FOR INFORMATION LEADING TO THE IDENTIFICATION, APPREHENSION AND CONVICTION OF ANY PERSON OR PERSONS RESPONSIBLE FOR THE INJURY OF TWO SHERIFF DEPUTIES ON SEPTEMBER 12, 2020'** was adopted by the following vote on roll call:

AYES: Council Members - McCoy, Sharif, Brown
NOES: Council Members - None
ABSENT: Council Members - Chambers, Galvan

COUNCIL COMMENTS

Councilmember McCoy offered the following communications/announcements:

- Thanked everyone who participated in the *Grab and Go* Food Giveaway, adding that over 500 families were served.
- Reminded everyone to respond to the 2020 Census before the September 30, 2020 deadline.
- Requested that the meeting be adjourned in memory of **Charlotte Spottsville.**

Councilmember Sharif offered the following communications/announcements:

- Reminded the residents of the importance of responding to the 2020 Census and announced that on Saturday, September 26, 2020 there will be a Giveaway event from 3:00 p.m. to 6:00 p.m. at the Target Center at the Gateway Towne Center.
- Encouraged the residents to be tested for COVID-19 at any one of the various sites offered by the County of Los Angeles and invited those interested to visit: COVID-19.lacounty.gov.
- Thanked the City Manager, the management team and the Contractor for the re-construction of the City's streets.
- Announced that she will be hosting a 2020 Hub City Clean up on Saturday, September 26, 2020 in collaboration with the Distinguished Men of Compton and various Church organizations.

- Requested that the meeting be adjourned in memory of **Kewaun Porter** and **Keith Johnson.**

Mayor Brown offered the following communications/announcements:

- Mayor Brown expressed her dismay that certain individuals in the community are continuing to derail the progress that the City has made thus far. Mayor Brown indicated that the Councilmembers must put their personal grievances aside and do what is in the best interest of the entire community.

- Mayor Brown announced that there are 3,975 confirmed cases of the coronavirus in the City to date with 69 fatalities attributed to the virus. Mayor Brown further indicated that it is critical that everyone continue to wear nose and mouth coverings, practice social distancing, and perform frequent handwashing to combat the spread of the coronavirus. Mayor Brown encouraged the residents to visit: Comptoncity.org to access the Resource Guide to receive vital information regarding food distribution centers and other programs.

- Mayor Brown announced that the City has secured a permanent COVID-19 testing site located at Gonzales Park, 1101 W. Cressey Street, Compton. The hours of operation are Sunday thru Thursday from 8:00 a.m. until 8:00 p. m, and the location is open to all Los Angeles County residents. Please schedule an appointment at: LHI.CARE/COVIDTESTING Appointment can also be made by telephone by calling (888) 634-1123.

- Mayor Brown emphatically urged all residents to respond to the 2020 Census, to ensure that Compton receives its fair share of critical funding. Please visit: 2020census.gov for additional information. The deadline to respond is September 30, 2020.

- Mayor Brown announced that September is Hispanic Heritage Month and highlighted the wonderful celebration and Peace Ride through the City of Compton.

- Mayor Brown congratulated the Council on appointing the Law Enforcement Review Board and thanked the City Attorney and City Manager for their assistance, adding that the Review Board will be instrumental in instituting oversight and facilitate changes and improved service to the residents.

- Mayor Brown announced that October 19, 2020 is the final day to register and further encouraged everyone to exercise their right and responsibility and ***VOTE*** on November 3, 2020!

- Mayor Brown thanked City Manager Cornwell, City Attorney Brown and the entire community for working collaboratively to improve and expand services and improve the lives of all the residents of Compton.

ADJOURNMENT

On motion by Sharif, seconded by McCoy, the meeting was adjourned in memory of **Charla Spottsville, Julius Belson**, **Kewaun Porter** and **Keith Johnson** at 11:21 p.m. by the following vote on roll call:

AYES: **Council Members - McCoy, Sharif, Brown**
NOES: **Council Members - None**
ABSENT: **Council Members - Chambers, Galvan**

_____ _____

CITY CLERK OF THE CITY OF COMPTON

MAYOR OF THE CITY OF COMPTON

October 13, 2020

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY ATTORNEY

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 25,345 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO LEGAL SERVICES RETAINER AGREEMENTS FOR FISCAL YEARS 2020-2021 AND 2021-2022

SUMMARY

This Resolution will rescind Resolution No. 25,345, adopted by the City Council on September 8, 2020 and will authorize the City Manager to enter legal services retainer agreements for Fiscal Years 2020-2021 and 2021-2022, on an “as-needed” basis to assist the City Attorney’s Office.

BACKGROUND

The Compton City Charter, Section 702, authorizes the City Council to contract with outside attorneys to assist the City Attorney with professional legal services including ongoing legal advice and in the handling of various complex legal matters of the City. Historically, the City of Compton has retained the services of various outside law firms to assist the Office of the City Attorney with specific complex matters and in specialized areas of the law.

STATEMENT OF THE ISSUE

The City has identified the need to secure expert transactional, advisory and litigation support services to assist the City and the Office of the City Attorney on an as-needed basis with specialized projects such as City Attorney's Office conflict of interest matters, municipal labor and employment practices, labor negotiations, investigations, administrative and municipal hearings, litigation, housing development transactions and municipal advice letters. The attached resolution, if adopted, would authorize the as-needed services of the following law firms: Richard Watson and Gershon; Sanders Roberts LLP; Albright, Yee & Schmit APC; Liebert Cassidy Whitmore; Lewis Brisbois Bisgaard & Smith LLP; Meyers Nave; and The DAYE Firm. Staff acknowledges that the aforementioned law firms have the special skills and experience necessary to do and perform the services in accordance with the best standards of professional practice.

On September 8, 2020, the City Council adopted Resolution No. 25,345, which authorized the City Manager to enter into legal service retainer agreements for Fiscal Years 2020-2021 and 2021-2022 as stated above. One revision; however, is needed in that a particular account number was inadvertently omitted on the resolution. It is necessary to correct this error and have sufficient funds available with which to pay for services rendered. Thus, Resolution No. 25,345 should be rescinded and replaced by the attached resolution.

FISCAL IMPACT

Funds to pay outside legal services are available in the 2020-2021 Fiscal Year Budget of the City Attorney's Office and will be used on an "as-needed" basis. An allocation will be made in the 2021-2022 Fiscal Year Budget for these services. Expenditures for these services for all law firms listed herein shall be paid from the budgeted fund Account No. 1001-420-000-4261, 6400-420-000-4295, 5100-42-0000-4261, 1205-42-0000-4261 and 1201-42-0000-4261.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

DAMON BROWN
CITY ATTORNEY

APPROVED FOR FORWARDING:

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING 25,345 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO LEGAL SERVICES RETAINER AGREEMENTS FOR FISCAL YEARS 2020-2021 AND 2021-2022

WHEREAS, Section 702 of the Compton City Charter authorizes the City Council to contract with outside attorneys to assist the City Attorney with professional legal services including ongoing legal advice and in the handling of various complex legal matters of the City; and

WHEREAS, historically, the City of Compton has retained the services of various law firms to assist the Office of the City Attorney with specific cases and in specialized areas of the law; and

WHEREAS, the City has identified the need to secure expert transactional, advisory and litigation support services to assist the City and the Office of the City Attorney on an "as-needed" basis with specialized projects such as City Attorney's Office conflict of interest matters, municipal labor and employment practices, labor negotiations, investigations, administrative and municipal hearings, litigation, housing development transactions and municipal advice letters; and

WHEREAS, the Office of the City Attorney acknowledges that the following law firms possess the special skills and experience necessary to do and perform the services in accordance with the best standards of professional practice: Richard Watson and Gershon; Sanders Roberts LLP; Albright, Yee & Schmit APC; Liebert Cassidy Whitmore; Lewis Brisbois Bisgaard & Smith LLP; Meyers Nave; The DAYE Firm; and Filer Palmer, LLP; and

WHEREAS, on September 8, 2020, the City Council adopted Resolution No. 25,345, which authorized the City Manager to enter into legal service retainer agreements for fiscal years 2020-2021 and 2021-2022; however, one revision is needed in that a particular account number was inadvertently omitted on that Resolution; and

WHEREAS, it is necessary to correct this error and have sufficient funds available with which to pay for services rendered.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON RESOLVES AS FOLLOWS:

Section 1. That Resolution No. 25,345, adopted by the City Council on September 8, 2020, is hereby rescinded.

Section 2. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into legal retainer agreements with the following law firms for the 2020/2021 and 2021/2022 Fiscal Years to assist the City Attorney's Office as needed: Richard Watson and Gershon; Sanders Roberts LLP; Albright, Yee & Schmit APC; Liebert Cassidy Whitmore; Lewis Brisbois Bisgaard & Smith LLP; Meyers Nave; The DAYE Firm.

Section 3. That legal services performed pursuant to the above referenced legal retainer agreements shall be paid from Account Nos. 1001-420-000-4261, 6400-420-000-4295, 5100-42-0000-4261, 1205-42-0000-4261 and 1201-42-0000-4261 and in amounts not to exceed that which is allocated in the 2020-2021 and 2021-2022 Fiscal Years budgets of the City Attorney's Office.

Section 4. That the hourly rates shall not exceed $375.00 an hour.

Section 5. That a duly certified copy of this Resolution shall be delivered to the Offices of City Manager, City Attorney, City Controller and City Clerk.

Section 6. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2020.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)ss
CITY OF COMPTON)

I, Alita Godwin, City Clerk of the City of Compton hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held this _____ day of _____, 2020.

That said Resolution was adopted by the following vote, to wit:

AYES: COUNCIL MEMBERS-
NOYES: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

October 13, 2020

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: COMPTON MUNICIPAL WATER DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA TO PURCHASE IMPORTED WATER FOR THE 2020/2021 FISCAL YEAR ($530,000)

SUMMARY

Adoption of this Resolution authorizes the City Manager to issue a purchase order in the amount of Five Hundred Thirty Thousand Dollars ($530,000.00) to the Metropolitan Water District of Southern California to pay for capacity charges, readiness to serve charges, and to purchase imported water for Fiscal Year 2020/2021.

BACKGROUND

The Compton Municipal Water Department ("Department") provides for the City's water demands through two sources; groundwater pumping wells and imported water from the Metropolitan Water District of Southern California ("MWD").

STATEMENT OF THE ISSUE

The Department delivers a total annual demand of approximately 7,200 acre-feet of water. This is provided through groundwater pumping rights of 5,780 acre-feet of water (75%) and the MWD imported water purchases of approximately 1,420 acre-feet.

The Department produces groundwater through its water rights from City water wells, augmented with additional, leased-in groundwater rights from other entities, and combines this with imported water purchased from the MWD to meet the total water demand.

The Department has leased additional water rights for the current Fiscal Year 2020/2021, but must ensure that imported water is made available. The City must pay for services as needed to meet all its anticipated demands, therefore, the Department anticipates purchasing 300 acre-feet of imported water from the MWD for the 2020/2021 Fiscal Year to meet its annual demands.

ALTERNATIVE

No alternatives. The City is one of the original MWD thirteen member agencies and has been a member since 1931. This purchase is to ensure adequate water supplies to meet our total water demand and fulfill our obligation as a member agency.

FINANCIAL IMPACT

The estimated capacity charges from the MWD for Fiscal Year 2020/2021 is $530,000.00 (Five Hundred Thirty Thousand Dollars). Funds are allocated in the 2020/2021 Fiscal Year Budget in Account No. 5000-850-000-4252 (MWD Water Purchase).

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

BRIAN A. DICKINSON, GENERAL MANAGER
COMPTON MUNICIPAL WATER DEPARTMENT

APPROVED FOR FORWARDING:

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA TO PURCHASE IMPORTED WATER FOR THE 2020/2021 FISCAL YEAR ($530,000)

WHEREAS, the goals and objectives of the Compton Municipal Water Department ("Department") includes maintaining the City's water infrastructure and providing top tier water service to its customers and in doing so must purchase imported water and water rights; and

WHEREAS, the purchase of water from the Metropolitan Water District of Southern California ("MWD") will assist the Department in the fulfillment of its goals and objectives; and

WHEREAS, the Department anticipates purchasing 300 acre-feet of imported water for its customers from the MWD for the 2020/2021 Fiscal Year; and

WHEREAS, the Department delivers a total annual demand of approximately 7,200 acre-feet of water which is provided partly through groundwater pumping rights of 5,780 acre-feet of water (75%) from the Water Replenishment District of Southern California; and

WHEREAS, despite acquiring additional groundwater rights through lease agreements, the City needs to insure it has sufficient rights to meet all its anticipated demands; therefore, it is estimated that the cost for Fiscal Year 2020/2021 will be $530,000.00 (Five Hundred Thirty Thousand Dollars); and

WHEREAS, funds are allocated in the Department's 2020/2021 Fiscal Year Budget in Account No. 5000-850-000-4252 (MWD Water Purchase).

NOW, THEREFORE, THE COMPTON CITY COUNCIL DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the City Manager is hereby authorized to issue a purchase order to the Metropolitan Water District of Southern California in the amount of Five Hundred and Thirty Thousand Dollars ($530,000.00).

SECTION 2. The funds are allocated in the Department's 2020/2021 Fiscal Year Budget in Account No. 5000-850-000-4252.

SECTION 3. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk and the Compton Municipal Water Department.

SECTION 4. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2020.

_____

MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON: ss

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2020.

That said Resolution was adopted by the following vote:

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-
ABSTAINS: COUNCIL MEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

October 13, 2020

TO: **HONORABLE MAYOR AND CITY COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, PROCLAMING SEPTEMBER 15 TO OCTOBER 15, 2020 AS "HISPANIC HERITAGE MONTH" IN THE CITY OF COMPTON**

SUMMARY

Per the request of Councilwoman Emma Sharif, this resolution is presented to the City Council for consideration and approval to proclaim September 15 to October 15, 2020 to be "Hispanic Heritage Month" in the City of Compton.

BACKGROUND

In 1988, the United States Congress adopted a resolution designating September 15 to October 15 of each year as National Hispanic Heritage Month. September 15 is the anniversary of independence for five Latin American countries: Costa Rica, El Salvador, Guatemala, Honduras and Nicaragua. Mexico achieved independence on September 16, and Chile achieved independence on September 18.

STATEMENT OF THE ISSUE

Hispanic Americans bring a rich cultural heritage representing many countries, ethnicities and religious traditions that contribute to America's culture. The Hispanic community has had a profound influence on our country through their strong commitment to family, faith, hard work, and service, and they have enhanced and shaped our national heritage with centuries-old traditions that reflect the multiethnic and multicultural customs of their community. During National Hispanic Heritage Month, the United States celebrates the culture and traditions of Spanish speaking residents who trace their roots to Spain, Mexico, Central America, South America and the Caribbean.

FINANCIAL IMPACT

There is no fiscal impact resulting from adoption of this resolution.

RECOMMENDATION

No recommendation is offered by staff. This resolution is presented for consideration and adoption.

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, PROCLAMING SEPTEMBER 15 TO OCTOBER 15, 2020 AS "HISPANIC HERITAGE MONTH" IN THE CITY OF COMPTON

WHEREAS, the City of Compton recognizes and honors contributions of all members of our community; and

WHEREAS, September 15 is the anniversary of independence for five Latin American countries: Costa Rica, El Salvador, Guatemala, Honduras and Nicaragua; Mexico achieved independence on September 16, and Chile achieved independence on September 18; and

WHEREAS, in 1988 the United States Congress adopted a resolution designating September 15 to October 15 of each year as National Hispanic Heritage Month; and

WHEREAS, Hispanic Americans bring a rich cultural heritage representing many countries, ethnicities and religious traditions which contribute to American life and culture; and

WHEREAS, the Hispanic community has had a profound influence on our country through their strong commitment to family, faith, hard work, and service, and they have enhanced and shaped our national heritage with centuries-old traditions that reflect the multiethnic and multicultural customs of their community; and

WHEREAS, during National Hispanic Heritage Month, the United States celebrates the culture and traditions of Spanish speaking residents who trace their roots to Spain, Mexico, Central America, South America and the Caribbean; and

WHEREAS, the City of Compton invites all members of the community to learn more about the rich Hispanic culture, traditions and history, and celebrate the contributions that have been made to our country and our community by Hispanic Americans.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. That the City Council of Compton does hereby proclaim September 15 to October 15, 2020 to be **Hispanic Heritage Month** in the City of Compton, County of Los Angeles, State of California, U.S.A.

Section 2. That a certified copy of this Resolution shall be filed in the offices of the City Clerk and each and every department and agency of the City of Compton.

Section 3. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2020.

_____

MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF COMPTON)

I, Alita Godwin, Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2020.

That said Resolution was adopted by the following vote, to wit:

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

October 13, 2020

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A TEN (10) MONTH SERVICES CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR SCREAMIN EAGLE SERVICES, INC. FOR CITY-WIDE ABATEMENT OF ILLEGAL DUMPING AND RATIFY AN EMERGENCY ABATEMENT CONTRACT ENTERED INTO WITH SCREAMIN EAGLE SERVICES, INC. ($291,667)

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into a ten (10) month (i.e. September 1, 2020 through June 30, 2021) services contract with Screamin Eagle Services, Inc. ("Screamin Eagle") for provision of "as-needed" City-wide illegal dumping clean-up, removal, and hauling services and establish a purchase order in the amount of Two Hundred Ninety One Thousand Six Hundred Sixty Seven Dollars ($291,667.00). Additionally, City Council ratification is sought for an emergency abatement services contract entered into with Screamin Eagle for the term of July 1, 2020 through August 31, 2020, at the cost of Sixty Five Thousand Dollars ($65,000.00).

BACKGROUND

The City is responsible for providing City-wide illegal dumping clean-up, removal, and hauling services. Illegal dumping occurs in alleyways, public rights-of-way, along thoroughfares (arterials), parks, public facilities, freeway underpass structures, and along the Compton Creek bike path; to name a few locations.

The City does not have sufficient personnel and equipment to adequately address the continuous services necessary to meet the challenges presented by persistent City-wide illegal dumping and the required clean-up. Thus, on December 17, 2019, the City Council approved Resolution 25,179, which authorized the City Manager to enter into a six (6) month contract with Screamin Eagle to provide "as-needed" City-wide illegal dumping clean-up, removal, and hauling services, along with authority to exercise a one (1) year renewal option at the end of the initial contract term.

STATEMENT OF ISSUE

Shortly prior to expiration of the initial contract term; and due to the City's Fiscal Year 2020-2021 revenue shortage; Management engaged in negotiations with Screamin Eagle regarding their proposed annual services fees. Ultimately, the negotiations

concluded with Screamin Eagle agreeing to reduce their proposed annual fees from $417,000 to $350,00; however, it was then realized that the Council approved one (1) year contract extension had not been timely exercised, triggering the need for City Council approval to enter into the renewed option year. Once the item was ready, the City Council was dark for the month of August, 2020.

Meanwhile, the public health and safety concerns presented by pervasive illegal dumping continued. Therefore, pursuant to Resolution No. 25,001[1], adopted by the City Council on April 23, 2019, the City Manager deemed that action by way of entering into a two (2) month (i.e. July 1, 2020 through August 31, 2020) abatement contract with Screamin Eagle appropriate and of urgent necessity for the preservation of public health and safety, and authorized a purchase order in the amount of $65,000.00.

Due to the somewhat chaotic situation resulting from handling the challenges presented by COVID-19 and resulting budgetary fiscal crisis, staff inadvertently overlooked the initial contract term expiration date for the contract with Screamin Eagle, thereby missing the window for exercising the Council approved one (1) year renewal option. This request essentially is seeking Council's authorization to continue using the essential services of Screamin Eagle through the date (i.e. June 30, 2021) originally authorized.

FISCAL IMPACT

Funds in the amount of $291,667 (Two Hundred Ninety-One Thousand, Six Hundred Sixty-Seven Dollars) for services rendered during the ten (10) month (September 1, 2020 - June 30, 2021) contract term are available in the Fiscal Year 2020-2021 Public Works Department's budget in Account No. 1004-720-000-4269 (Measure P – Other Contract Services).

RECOMMENDATION

Staff recommends that Council adopt the attached Resolution.

CRAIG J. CORNWELL
CITY MANAGER

[1] Section 5 of Resolution No. 25,001 authorizes the City Manager, when faced with an urgent situation/necessity, to authorize a purchase order up to $75,000 (without prior Council approval) for preservation of life, health, property or fiscal stability.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A TEN (10) MONTH SERVICES CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR SCREAMIN EAGLE SERVICES, INC. FOR CITY-WIDE ABATEMENT OF ILLEGAL DUMPING AND RATIFY AN EMERGENCY ABATEMENT CONTRACT ENTERED INTO WITH SCREAMIN EAGLE SERVICES, INC. ($291,667)

WHEREAS, the City is responsible for providing City-wide illegal dumping clean-up, removal, and hauling services. Illegal dumping occurs in alleyways, public rights-of-way, along thoroughfares (arterials), parks, public facilities, freeway underpass structures, and along the Compton Creek bike path; to name a few locations; and

WHEREAS, the City does not have sufficient personnel and equipment to adequately address the continuous services necessary to meet the challenges presented by persistent City-wide illegal dumping and the required clean-up; and

WHEREAS, on December 17, 2019, the City Council approved Resolution 25,179, which authorized the City Manager to enter into a six (6) month contract with Screamin Eagle to provide “as-needed” City-wide illegal dumping clean-up, removal, and hauling services, along with authority to exercise a one (1) year renewal option at the end of the initial contract term; and

WHEREAS, prior to expiration of the initial contract term; and due to the City’s Fiscal Year 2020-2021 revenue shortage; Management engaged in negotiations with Screamin Eagle regarding their proposed annual services fees; and

WHEREAS, ultimately, the negotiations resulted in Screamin Eagle agreeing to reduce their proposed annual fees from $417,000 to $350,00; however, it was then realized that the Council approved one (1) year contract extension had not been timely exercised, triggering the need for City Council approval to enter into the renewed option year. Once the item was ready, the City Council was dark for the month of August, 2020; and

WHEREAS, meanwhile, the public health and safety concerns presented by pervasive illegal dumping continued, therefore, pursuant to Resolution No. 25,001, adopted by the City Council on April 23, 2019, the City Manager deemed that action by way of entering into a two (2) month (i.e. July 1, 2020 through August 31, 2020) abatement contract with Screamin Eagle appropriate and of urgent necessity for the preservation of public health and safety, and authorized a purchase order in the amount of $65,000.00; and

WHEREAS, due to the challenges presented by COVID-19 and the budgetary fiscal crisis, staff inadvertently overlooked the initial contract term expiration date for the contract with Screamin Eagle, thereby missing the window for exercising the Council approved one (1) year renewal option; thus, this request seeks Council’s authorization to continue using the essential services of Screamin Eagle through the date (i.e. June 30, 2021) originally authorized; and

WHEREAS, funds for this expenditure are available in the 2020-2021 Fiscal Year budget.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a ten (10) month (i.e. September 1, 2020 through June 30, 2021) abatement services contract with Screamin Eagle Services, Inc. for provision of City-wide illegal dumping clean-up, removal, and hauling services.

SECTION 2. That a purchase order in the amount of Two Hundred Ninety One Thousand Six Hundred and Sixty Seven Dollars ($291,667.00) is authorized to be established for services to be rendered by Screamin Eagle Services, Inc. for City-wide illegal dumping clean-up, removal, and hauling services.

SECTION 3. That funds in the amount of Two Hundred Ninety One Thousand, Six Hundred Sixty Seven Dollars ($291,667.00) for this expenditure are available in the Fiscal Year 2020-2021 Public Works Department's budget in Account No. 1004-720-000-4269 (Measure P – Other Contract Services).

SECTION 4. That the City Council hereby ratifies that actions taken by the City Manager, pursuant to Resolution No. 25,001, of in entering into a two (2) month (i.e. July 1, 2020 through August 31, 2020) abatement services contract with and issuing a purchase order in the amount of Sixty Five Thousand Dollars ($65,000.00) to Screamin Eagle Services, Inc. for provision of City-wide illegal dumping clean-up, removal, and hauling services.

SECTION 5. That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and the Public Works Department.

SECTION 6. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2020.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON: ss

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2020.

That said Resolution was adopted by the following vote to wit:

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

October 13, 2020

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, ACTING IN ITS CAPACITY AS THE COMPTON HOUSING SUCCESSOR AGENCY AUTHORIZING THE CITY MANAGER TO MAKE A BUDGET TRANSFER BETWEEN BOND FUNDS AND TAXES ACCOUNTS AND ISSUE A PURCHASE ORDER TO THE LOS ANGELES COUNTY AUDITOR-CONTROLLER IN THE AMOUNT OF EIGHTY-SEVEN THOUSAND NINE HUNDRED AND SIXTY-NINE DOLLARS (PLUS STATUTORY LATE PAYMENT CHARGES) FOR THE PAYMENT OF PROPERTY TAXES FOR HOUSING SUCCESSOR AGENCY-OWNED PROPERTY LOCATED AT 1950 NORTH CENTRAL AVENUE AND IN CONNECTION WITH THE DEVELOPMENT OF 30 SINGLE FAMILY HOMES

SUMMARY

Staff respectfully requests the Council to adopt a resolution that authorizes the City Manager to issue a purchase order to Los Angeles County Auditor-Controller in the amount of $87,969.00 (plus statutory late payment charges) and make a budget transfer between bond funds account and taxes account for the payment of delinquent property taxes for that certain property located at 1950 North Central Avenue and owned by the City as the Successor Housing Agency (“Housing Successor”) to the former Community Redevelopment Agency of the City of Compton, and in connection with the development of 30 single-family homes.

BACKGROUND

The City and Olson Urban Housing, LLC (“Olson”) are parties to a Purchase and Sale Agreement (“Agreement”) dated as of May 11, 2020, and pertaining to the City’s property located at 1950 North Central Avenue. Under the Agreement, the City is conveying the property to Olson and Olson in return is obligated to construct 30 single-family townhomes, including four (4) affordable housing units, on the property. Under the Agreement, the City, as seller, is obligated to convey the property to Olson free of all delinquent and current property tax liens against the property.

STATEMENT OF THE ISSUE

As part of the due diligence activities required under the Agreement, staff received a preliminary title report in June 2020 from First American Title Insurance Company (“First American”). The title report indicated that there is a current tax-defaulted property tax lien

against the property for $87,969.00, subject to statutory late payment charges which continue to accrue until the date of payment ("Tax Amount").

Staff discussed the delinquent property tax issue with the City Attorney's Office, First American and the Los Angeles County Auditor-Controller/Public Acquisition Unit-Property Tax Services Division, and reviewed the chain of title regarding the property to determine the validity an applicability of the unpaid taxes.

Staff received legal determination that even though the property is owned by the City, it is still subject to the Tax Amount, the reason being that the property taxes were assessed and payable prior to the acquisition of the property by the former Community Redevelopment Agency.

If the delinquent property Tax Amount is not paid off by the City prior to the closing as required by the Agreement, the Agreement may be terminated pursuant to its terms. In addition, if the Tax Amount is not paid off now by the City, it will eventually be subject to a tax lien foreclosure by the Los Angeles County Tax Collector.

FISCAL IMPACT

There are funds available in the Housing Successor Agency Fiscal Year 2020-2021 budget in the Tax Amount of $87,969.00 and any late charges in Account No. 1205-910-000-4391. To expend these funds for unpaid taxes a budget transfer from Account Nos. 1205-910-000-4391 to 1205-910-000-4206 must be authorized.

RECOMMENDATION

Staff respectfully requests the Council adopt the attached Resolution that authorizes the City Manager to issue a purchase order to Los Angeles County Auditor-Controller in the Tax Amount for the payment of delinquent property taxes for City owned property located at 1950 North Central Avenue and make a budget transfer so the funds could be expended from the Taxes account, in connection with the development of 30 single-family homes.

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, ACTING IN ITS CAPACITY AS THE COMPTON HOUSING SUCCESSOR AGENCY AUTHORIZING THE CITY MANAGER TO MAKE A BUDGET TRANSFER BETWEEN BOND FUNDS AND TAXES ACCOUNTS AND ISSUE A PURCHASE ORDER TO THE LOS ANGELES COUNTY AUDITOR-CONTROLLER IN THE AMOUNT OF EIGHTY-SEVEN THOUSAND NINE HUNDRED AND SIXTY-NINE DOLLARS (PLUS STATUTORY LATE PAYMENT CHARGES) FOR THE PAYMENT OF PROPERTY TAXES FOR HOUSING SUCCESSOR AGENCY-OWNED PROPERTY LOCATED AT 1950 NORTH CENTRAL AVENUE AND IN CONNECTION WITH THE DEVELOPMENT OF 30 SINGLE FAMILY HOMES

WHEREAS, the City and Olson Urban Housing, LLC ("Olson") are parties to a Purchase and Sale Agreement ("Agreement") dated as of May 11, 2020, and pertaining to the property located at 1950 North Central Avenue, owned by the City as the Successor Housing Agency to the former Community Redevelopment Agency of the City of Compton; and

WHEREAS, under the Agreement, the City is conveying the property to Olson and Olson in return is obligated to construct 30 single-family townhomes, including four (4) affordable housing units, on the property. Under the Agreement, the City, as seller, is obligated to convey the property to Olson free of all delinquent and current property tax liens against the property; and

WHEREAS, as part of the due diligence activities required under the Agreement, staff received a preliminary title report in June 2020 from First American Title Insurance Company ("First American"). The title report indicated that there is a current tax-defaulted property tax lien against the property for $87,969.00, subject to statutory late payment charges which continue to accrue until the date of payment ("Tax Amount"); and

WHEREAS, staff discussed the delinquent property tax issue with the City Attorney's Office, First American and the Los Angeles County Auditor-Controller/Public Acquisition Unit- Property Tax Services Division, and reviewed the chain of title regarding the property to determine the validity an applicability of the unpaid taxes; and

WHEREAS, staff received legal determination that even though the property is owned by the City, it is still subject to the Tax Amount, the reason being that the property taxes were assessed and payable prior to the acquisition of the property by the former Community Redevelopment Agency; and

WHEREAS, if the delinquent property Tax Amount is not paid off by the City prior to the closing as required by the Agreement, the Agreement may be terminated pursuant to its terms. In addition, if the Tax Amount is not paid off now by the City, it will eventually be subject to a tax lien foreclosure by the Los Angeles County Tax Collector.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. That the above recitals are all true and correct.

Section 2. That the City Manager is hereby authorized to issue a purchase order in the amount of $87,969.00 to the Los Angeles County Auditor-Controller for payment of property taxes for Housing Successor Agency-owned property located at 1950 North Central Avenue and development of 30 single family homes.

Section 3. That funds are available in the Housing Successor Agency Fiscal Year 2020-2021 Budget in the Tax Amount of $87,969.00 and any late charges in Account No. 1205-910-000-4391.

Section 4. That a budget transfer shall occur between Account Nos. 1205-910-000-4391 and 1205-910-000-4206 to expend the funds for taxes.

Section 5. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Controller and the City Clerk.

Section 6. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2020.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF COMPTON)

I, Alita L. Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2020.

That said Resolution was adopted by the following vote, to wit:

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

PURCHASE AND SALE AGREEMENT

(1950 N. Central Avenue, Compton, CA)

by and between the

THE CITY OF COMPTON, a municipal corporation
("**City**")

and

OLSON URBAN HOUSING, LLC, a Delaware limited liability company

("**Developer**")

May 11, 2020,

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PURCHASE AND SALE AGREEMENT

(1950 N. Central Avenue, Compton, CA)

THIS PURCHASE AND SALE AGREEMENT (the "**Agreement**" or the "**PSA**") is dated as of May 11, 2020 and is entered into by and between THE CITY OF COMPTON, a municipal corporation (the "**City**"), and OLSON URBAN HOUSING, LLC, a Delaware limited liability company (the "**Developer**").

RECITALS

A. The City has succeeded to the housing assets of the former Redevelopment Agency of the City of Compton including the land located at 1950 N. Central Avenue, Compton, California, as described on Exhibit "A" (the "**Land**"), which was originally purchased by the former Redevelopment Agency solely from the proceeds of bonds secured by, and payable from, the former Redevelopment Agency's Low and Moderate Income Housing Fund, established pursuant to Health and Safety Code Section 33334.3.

B. The purpose of this Agreement is to facilitate the development of affordable housing improvements on the Land, and associated housing and other improvements which are necessary for the development and economic feasibility of the affordable housing improvements (collectively, the "**Improvements**").

C. Construction of the Improvements, which shall include for-sale housing, open space and other improvements, will increase and improve the City's supply of housing, including affordable housing for low and moderate income persons, and will also provide additional jobs, encourage new investment, and otherwise substantially improve the economic and physical conditions in the City.

D. A material inducement to the City to enter into this Agreement is the agreement by Developer to develop the "**Project**" as defined herein.

E. The City has prepared and placed on file a copy of the summary of the transaction contemplated by this Agreement; the City Council has conducted a noticed public hearing on this Agreement; and the City Council has made findings that the disposition of the Land pursuant to this Agreement is in accordance with all laws.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants contained in this Agreement, the parties hereto agree as follows:

1. DEFINITIONS.

1.1 Definitions. The following capitalized terms used in this Agreement shall have the meanings set forth below:

1.1.1 "**Affiliate**" means any person or entity directly or indirectly, through one or more intermediaries, controlling, controlled by or under common control with The Olson

Company, which, in the case of a partnership, shall include, each of the constituent general partners thereof, and in the case of a limited liability company, each of the constituent members thereof. The term "control", as used in the immediately preceding sentence, means, with respect to a for-profit corporation, the right to exercise, directly or indirectly, fifty percent (50%) or more of the voting rights attributable to the shares of the controlled corporation and, with respect to a person or entity that is not a for-profit corporation, the possession directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled person.

1.1.2 "**Agreement**" means this Purchase and Sale Agreement and the exhibits attached hereto.

1.1.3 "**Approved Title Exceptions**" is defined in Section 2.3.1.

1.1.4 "**Building Permit**" means, collectively, any and all permits necessary to grade the Land and construct the Project that would be issued by the City.

1.1.5 "**Certificate of Completion**" means the certificate described in Section 3.12.

1.1.6 "**City**" means the City of Compton, a municipal corporation.

1.1.7 "**City Manager**" means the City Manager of the City or the City Manager's designee.

1.1.8 "**Close of Escrow**" is defined in Section 2.2.

1.1.9 "**Closing Conditions**" is defined in Section 2.4.

1.1.10 "**Construction Contract**" is defined in Section 3.3.

1.1.11 "**Construction Loan**" is defined in Section 3.4.

1.1.12 "**Default**" is defined in Section 6.1.

1.1.13 "**Escrow**" is defined in Section 2.2.

1.1.14 "**Escrow Holder**" means First American Title Insurance Company (Escrow officer, Jeanne Gold) or another licensed escrow holder mutually selected by the Parties.

1.1.15 "**Feasibility Investigation**" means feasibility investigations of the Land to determine the suitability of the Land for development of the Project, including investigation of the environmental and geotechnical suitability of the Land, as deemed appropriate in the reasonable discretion of Developer, all at the sole cost and expense of Developer, as further provided in Section 2.6.2.

1.1.16 "**Feasibility Period**" means time period of one hundred twenty (120) continuous days commencing on the day immediately following the opening of escrow.

1.1.17 "**FIRPTA Certificate**" is defined in Section 2.7.1.3.

1.1.18 "**Force Majeure Delay**" is defined in Section 6.7.

1.1.19 "**General Contractor**" is defined in Section 3.3.

1.1.20 "**Grant Deed**" is defined in Section 2.3.2.

1.1.21 "**Hazardous Materials**" means any chemical, material or substance now or hereafter defined as or included in the definition of hazardous substances, hazardous wastes, hazardous materials, extremely hazardous waste, restricted hazardous waste, toxic substances, pollutant or contaminant, imminently hazardous chemical substance or mixture, hazardous air pollutant, toxic pollutant, or words of similar import under any local, state or federal law or under the regulations adopted or publications promulgated pursuant thereto applicable to the Land, including, without limitation: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq. ("**CERCLA**"); the Hazardous Materials Transportation Act, as amended, 49 U.S.C. 1801, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq.; and the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901, et seq. ("**RCRA**"). The term Hazardous Materials shall also include any of the following: any and all toxic or hazardous substances, materials or wastes listed in the United States Department of Transportation Table (49 CFR 172.101) or by the Environmental Protection City as hazardous substances (40 CFR. Part 302) and in any and all amendments thereto in effect as of the Close of Escrow; oil, petroleum, petroleum products (including, without limitation, crude oil or any fraction thereof), natural gas, natural gas liquids, liquefied natural gas or synthetic gas usable for fuel, not otherwise designated as a hazardous substance under CERCLA; any substance which is toxic, explosive, corrosive, reactive, flammable, infectious or radioactive (including any source, special nuclear or by-product material as defined at 42 U.S.C. 2011, et seq.), carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority; asbestos in any form; urea formaldehyde foam insulation; transformers or other equipment which contain dielectric fluid containing levels of polychlorinated byphenyls; radon gas; or any other chemical, material or substance (i) which poses a hazard to the Land, to adjacent properties, or to persons on or about the Land, (ii) which causes the Land to be in violation of any of the aforementioned laws or regulations, or (iii) the presence of which on or in the Land requires investigation, reporting or remediation under any such laws or regulations.

1.1.22 "**Holder**" is defined in Section 4.2.

1.1.23 "**Improvements**" means all buildings, landscaping, infrastructure, utilities, and other improvements to be built on the Land, as described in the Scope of Development.

1.1.24 "**Land**" means the land described on Exhibit "A" attached hereto.

1.1.25 "**Party**" means any party to this Agreement, and "**Parties**" means all parties to this Agreement.

1.1.26 "**Permitted Exceptions**" is defined in Section 2.3.2.

1.1.27 "**Plans and Specifications**" means all drawings, landscaping and grading plans, engineering drawings, final construction drawings, and any other plans or specifications for construction of the Project.

1.1.28 "**Project**" means the Land and Improvements.

1.1.29 "**Released Parties**" is defined in Section 2.6.3.

1.1.30 "**Schedule of Performance**" means Exhibit "B" attached hereto.

1.1.31 "**Scope of Development**" means the description of the Project set forth in Exhibit "C" attached hereto.

1.1.32 "**Secured Credit Facility**" is defined in Section 3.4.

1.1.33 "**Title Company**" shall mean the Escrow Holder (Title Officer, Hugo Tello) (i.e., the Title Company and the Escrow Holder are the same).

1.1.34 "**Transfer**" is defined in Section 4.1.1.

1.1.35 "**Transferee**" is defined in Section 4.1.1.

1.1.36 "**Withholding Affidavit**" is defined in Section 2.7.1.2.

2. PURCHASE AND SALE OF THE PROPERTY; PURCHASE PRICE; DEPOSIT.

2.1 Conveyance of Land.

2.1.1 Conveyance of Land to Developer. In accordance with and subject to the terms and conditions hereinafter set forth, and in consideration of the Developer's performance of all of its responsibilities under this Agreement, the City agrees to convey the Land to the Developer, and the Developer agrees to acquire the Land from the City. No monetary consideration shall be payable for the Developer's acquisition of the Land from the City, and no deposit shall be required.

2.2 Opening and Closing of Escrow. Within fifteen (15) business days after the Date this Agreement is executed by the City and delivered to the Developer, the City and the Developer shall cause an escrow (the "**Escrow**") to be opened with Escrow Holder for the sale of the Land by the City to the Developer. The Parties shall deposit with Escrow Holder a fully executed duplicate original of this Agreement as the escrow instructions for the Escrow. The City and the Developer shall provide such additional instructions as shall be necessary and consistent with this Agreement. Subject to the satisfaction of the Closing Conditions as described in Section 2.4, Escrow shall close (the "**Close of Escrow**" or "**Closing**") on or before the date set forth in the Schedule of Performance. If the Close of Escrow does not occur by such date, any Party not then in default may terminate this Agreement, and all the funds and documents deposited with Escrow Agent shall be promptly refunded or returned, as the case may be, by Escrow Agent to the depositing Party, except that all escrow and title cancellation fees shall be paid by the Party in default.

2.3 Condition of Title; Title Insurance.

2.3.1 Prior to the execution of this Agreement, the Developer has obtained a current title report from Title Company for the Land and copies of the title exception documents, and the Developer shall have the right to approve or disapprove the title exceptions by written notice to City given within thirty (30) days after the date of this Agreement. If the Developer does not approve or disapprove the exceptions, then all matters in said title report, shall be deemed to have been approved by the Developer. Title exceptions approved or deemed approved by the Developer are referred to herein as the "**Approved Title Exceptions**". City shall have the right, but not the obligation, to remove any disapproved exceptions prior to Closing or provide assurances satisfactory to the Developer that such disapproved exceptions will be removed on or before the Closing.

2.3.2 The City shall convey title to the Land to the Developer by grant deed substantially in the form attached hereto as Exhibit "D" (the "**Grant Deed**") that is also executed by the Developer. Title shall be conveyed subject to: (i) non-delinquent current real property taxes and assessments not yet due for the tax year during which the conveyance occurs, (ii) the Approved Title Exceptions, (iii) a Memorandum of Purchase and Sale Agreement in the form attached hereto as Exhibit "E", (vi) a Regulatory Agreement in the form attached hereto as Exhibit "F"; (v) a Notice of Affordability Restrictions in the form attached hereto as Exhibit "G"; (vi) a Subordination Agreement in the form attached hereto as Exhibit "H"; and (vii) any matters which arise out of the actions of the Developer or its agents and representatives (collectively, the "**Permitted Exceptions**").

2.4 Conditions to Close of Escrow. The obligation of the City and the Developer under this Agreement to close Escrow shall be subject to the satisfaction or express written waiver by the benefited Party, and in no event shall any contemplated action by the Developer be at the option of the Developer but the Developer must use reasonable good faith efforts to satisfy of each of the following conditions (collectively, the "**Closing Conditions**"):

2.4.1 For the benefit of the Developer, there shall have been no change to the physical condition of the Land and no new title exceptions after the date of the preliminary title report referenced in Section 2.4.1 hereof (except those changes to the physical condition or new title exceptions resulting from the activities of the Developer as contemplated herein) that, in either case, in the Developer's opinion, would materially and adversely affect the development, use or operation of the Project. All title exceptions disapproved by Developer shall have been removed or waived by Developer.

2.4.2 For the benefit of the City and the Developer, the representations and warranties of the City and the Developer contained in this Agreement being true and correct in all material respects.

2.4.3 For the benefit of the City and the Developer, the delivery by the City and the Developer of all documents and funds required to be delivered pursuant to Section 2.7 hereof.

2.4.4 For the benefit of the Developer, the Title Company shall have committed to issue at the Close of Escrow an ALTA extended coverage Owner's Title Insurance Policy, with any endorsements reasonably requested by the Developer, showing fee simple title to the Land

vested in the Developer (or Developer's assignee as permitted by this Agreement), subject only to the Permitted Exceptions.

2.4.5 For the benefit of the City and the Developer, the Developer and the City shall have performed, observed and complied with all covenants, agreements and conditions required by this Agreement to be performed, observed and complied with on its part prior to or as of the Close of Escrow.

2.4.6 For the benefit of the City and the Developer, the Land constitutes one or more separate legal parcels.

2.4.7 For the benefit of the City and the Developer, all tenants and other inhabitants of the Land (if any) shall have been relocated and the Developer in accordance with all existing federal, state and local laws.

2.4.8 For the benefit of the City and the Developer, the issuance of all grading and building permits required for the Project (or such permits and entitlements shall be ready to be issued upon the closing and payment of required permit fees to the City) and the issuance of all other project entitlements. Notwithstanding anything to the contrary contained herein, the failure of the City to issue such permits and entitlements shall not constitute a Default by the City.

2.4.9 For the benefit of the City, the Developer's issuance of written notice to the City accepting the condition of the Land pursuant to Section 2.6.2.

2.4.10 For the benefit of the City and the Developer, the Developer shall obtain, at the Developer's sole cost and expense, an environmental insurance policy (reasonably acceptable in form and substance to the City) which protects the Developer against liability arising from unknown Hazardous Materials located on or under the Land as of and prior to the Close of Escrow. The City shall be an additionally insured party under such environmental insurance policy. In connection with the issuance of such insurance policy, the City shall not be required to provide any representations or covenants with respect to the Property in addition to or otherwise modifying those otherwise expressly set forth herein.

2.5 Costs; Escrow Holder Settlement Statement.

2.5.1 The Developer shall be solely responsible for all costs and expenses related to all surveys and endorsements to title policies and any additional premiums for ALTA extended coverage title insurance. The City shall be responsible for the cost of CLTA title coverage and transfer taxes. The parties shall each pay one-half (½) of all escrow charges and recording fees. Each party shall bear its own expenses (including, but not limited to, attorneys' fees and expenses) incurred by such party in the negotiation of this Agreement.

2.5.2 Escrow Holder is authorized on the Close of Escrow to pay and charge the Developer for any fees, charges and costs payable under Section 2.5.1, which shall be set forth on a settlement statement prepared by Escrow Holder. Escrow Holder shall deliver draft settlement statements to the Parties for their mutual reasonable approval.

2.6 Condition of the Land.

2.6.1 "As-Is" Sale. The Developer acknowledges and agrees that, except as expressly set forth herein, the Developer is acquiring the Land in its "AS IS" condition, WITH ALL FAULTS, IF ANY, AND, EXCEPT AS EXPRESSLY SET FORTH HEREIN, WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, and neither the City nor any agents, representatives, officers, or employees of the City have made any representations or warranties, direct or indirect, oral or written, express or implied, to the Developer or any agents, representatives, or employees of the Developer with respect to the condition of the Land, its fitness for any particular purpose, or its compliance with any laws, and the Developer is not aware of and does not rely upon any such representation to any other party. Except as expressly set forth herein, neither the City nor any of its representatives is making or shall be deemed to have made any express or implied representation or warranty, of any kind or nature, as to (a) the physical, legal or financial status of the Land, (b) the Land's compliance with applicable laws, (c) the accuracy or completeness of any information or data provided or to be provided by the City, or (d) any other matter relating to the Land.

2.6.2 Feasibility Investigations. The Developer shall complete all of its Feasibility Investigations within the Feasibility Period. All Feasibility Investigations shall be conducted by the Developer at its sole cost and expense. The City licenses the Developer to enter the Land for the sole purpose of conducting the Feasibility Investigations, subject to all of the terms and conditions of this Agreement. The license given in this Section 2.6.2 shall terminate with the termination of this Agreement. Any Feasibility Investigations by the Developer shall not unreasonably disrupt any existing use or occupancy of the Land. The Developer shall not conduct any intrusive or destructive testing of any portion of the Land, other than low volume soil samples, without the City's prior written consent, which consent shall not be unreasonably withheld or delayed. The Developer shall pay all of its vendors, inspectors, surveyors, consultants or agents engaged in any inspection or testing of the Land, such that no mechanics liens or similar liens for work performed are imposed upon the Land by any such persons. Following the conduct of any Feasibility Investigations on the Land, the Developer shall restore the Land to substantially its condition prior to the conduct of such Feasibility Investigations. The activities of the Developer or its agents directly or indirectly related to the Feasibility Investigations shall be subject to the Developer's indemnity, defense and hold harmless obligations pursuant to Section 7.2 hereof. The Developer shall provide City with evidence of liability insurance in the amount of One Million Dollars ($1,000,000.00) naming the City as beneficiary, and insuring against any damage or liability that may arise from the activities of the Developer or its agents or contractor's on the Land, prior to the commencement of any Feasibility Investigations on the Land. The Developer shall deliver a written notice to both the City and Escrow Agent, prior to the end of the Feasibility Period, stating the Developer's unconditional acceptance of the condition of the Land or stating the Developer's rejection of the condition of the Land and refusal to accept a conveyance of title to the Land, describing in reasonable detail the actions that Developer reasonably believes are indicated to allow Developer to unconditionally accept the condition of the Land. If the Developer does not accept the condition of the Land by delivery of such notice stating such acceptance prior to the end of the Feasibility Period, the Developer shall be deemed to have disapproved the condition of the Land. If the condition of the Land is rejected (or deemed rejected) by the Developer, then the Developer shall have the right to cancel the Escrow and terminate this

Agreement, in its sole and absolute discretion, without liability to the City, by delivery of a notice of termination to the City and the Escrow Agent.

2.6.3 Releases and Waivers. The Developer and anyone claiming by, through or under the Developer hereby, effective as of the Close of Escrow, waives its right to recover from and fully and irrevocable releases the City and its council members, employees, officers, representatives, agents and attorneys ("**Released Parties**") from any and all claims, responsibility and/or liability that it may now have or hereafter acquire against any of the Released Parties for any costs, loss, liability, damage, expenses, demand, action or cause of action arising from or related to (i) the condition (including any defects, errors, omissions or other conditions, latent or otherwise, and the presence in the soil, air, structures and surface and subsurface waters of materials or substances that have been or may in the future be determined to be Hazardous Materials or otherwise toxic, hazardous, undesirable or subject to regulation and that may need to be specifically treated, handled and/or removed from the Land under current or future federal, state and local laws, regulations or guidelines), valuation, salability or utility of the Land, or its suitability for any purpose whatsoever, and (ii) any information furnished by the Released Parties under or in connection with this Agreement. This release includes claims of which the Developer is presently unaware or which the Developer does not presently suspect to exist which, if known by the Developer, would materially affect the Developer's release to the City. The Developer specifically waives the provision of California Civil Code Section 1542, which provides as follows:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

In this connection and to the extent permitted by law, the Developer hereby agrees, represents and warrants that the Developer realizes and acknowledges that factual matters now unknown to it may have given or may hereafter give rise to causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which are presently unknown, unanticipated and unsuspected, and the Developer further agrees, represents and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that the Developer nevertheless hereby intends to release, discharge and acquit the Released Parties from any such unknown causes of action, claims, demands, debts, controversies, damages, costs, losses and expenses which might in any way be included as a material portion of the consideration given to the City by the Developer in exchange for the City's performance hereunder.

The Developer hereby agrees that, if at any time after the Close of Escrow any third party or any governmental agency seeks to hold the Developer responsible for the presence of, or any loss, cost or damage associated with, Hazardous Materials in, on, above or beneath the Land or emanating therefrom, then the Developer waives any rights it may have against the City in connection therewith, including, without limitation, under CERCLA (as defined in Section 1.1.21) and the Developer agrees that it shall not (i) impede the City, (ii) bring a contribution action or

of, or any loss, cost or damage associated with, Hazardous Materials in, on, above or beneath the Land or emanating therefrom, then the Developer waives any rights it may have against the City in connection therewith, including, without limitation, under CERCLA (as defined in Section 1.1.21) and the Developer agrees that it shall not (i) impede the City, (ii) bring a contribution action or similar action against the City, or (iii) attempt in any way to hold the City responsible with respect to any such matter. The provisions of this Section 2.6.3 shall survive the Close of Escrow.

The City has given the Developer material concessions regarding this transaction in exchange for the Developer agreeing to the provisions of this Section 2.6.3. The City and the Developer have each initialed this Section 2.6.3 to further indicate their awareness and acceptance of each and every provision hereof.

CITY'S INITIALS DEVELOPER'S INITIALS

2.6.4 Environmental Indemnity. From and after the Close of Escrow, the Developer shall indemnify, protect, defend and hold harmless the City and its officials, officers, attorneys, employees, consultants, agents and representatives, from and against any and all claims, liabilities, suits, losses, costs, expenses and damages, including but not limited to attorneys' fees and costs, arising directly or indirectly out of any claim for loss or damage to any property, including the Land, injuries to or death of persons, or for the cost of cleaning up the Land and removing Hazardous Materials or toxic substances, materials and waste therefrom, by reason of (i) the release of Hazardous Materials on the Land by the Developer or its officers, employees, contractors or subcontractors, or (ii) the violation by the Developer or its officers, employees, contractors or subcontractors of any statutes, ordinances, orders, rules or regulations of any governmental entity or agency related to Hazardous Materials on or under the Land. This indemnification shall survive the Close of Escrow.

2.7 Deposits into Escrow.

2.7.1 The City shall deposit with Escrow Holder, prior to Close of Escrow, the following instruments and documents, the delivery of each of which shall be a condition of the Close of Escrow:

2.7.1.1 A Grant Deed, duly executed and acknowledged by the City, in the form attached hereto as Exhibit "D" (the "**Grant Deed**");

2.7.1.2 The affidavit as contemplated by California Revenue and Taxation Code § 18662 (the "**Withholding Affidavit**");

2.7.1.3 A Certification of Non-Foreign Status in accordance with I.R.C. Section 1445 (the "**FIRPTA Certificate**");

similar action against the City, or (iii) attempt in any way to hold the City responsible with respect to any such matter. The provisions of this Section 2.6.3 shall survive the Close of Escrow.

The City has given the Developer material concessions regarding this transaction in exchange for the Developer agreeing to the provisions of this Section 2.6.3. The City and the Developer have each initialed this Section 2.6.3 to further indicate their awareness and acceptance of each and every provision hereof.

_____	_____ CMC
CITY'S INITIALS	DEVELOPER'S INITIALS

2.6.4 Environmental Indemnity. From and after the Close of Escrow, the Developer shall indemnify, protect, defend and hold harmless the City and its officials, officers, attorneys, employees, consultants, agents and representatives, from and against any and all claims, liabilities, suits, losses, costs, expenses and damages, including but not limited to attorneys' fees and costs, arising directly or indirectly out of any claim for loss or damage to any property, including the Land, injuries to or death of persons, or for the cost of cleaning up the Land and removing Hazardous Materials or toxic substances, materials and waste therefrom, by reason of (i) the release of Hazardous Materials on the Land by the Developer or its officers, employees, contractors or subcontractors, or (ii) the violation by the Developer or its officers, employees, contractors or subcontractors of any statutes, ordinances, orders, rules or regulations of any governmental entity or agency related to Hazardous Materials on or under the Land. This indemnification shall survive the Close of Escrow.

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2.7.1.2 The affidavit as contemplated by California Revenue and Taxation Code § 18662 (the "**Withholding Affidavit**");

2.7.1.3 A Certification of Non-Foreign Status in accordance with I.R.C. Section 1445 (the "**FIRPTA Certificate**");

2.7.1.4 A counterpart of a Memorandum of Purchase and Sale Agreement, substantially in the form attached hereto as Exhibit "E" duly executed by the City and acknowledged;

2.7.1.5 A counterpart of the Regulatory Agreement, substantially in the form attached hereto as Exhibit "F", duly executed by City and acknowledged;

2.7.1.6 A counterpart of the Notice of Affordability Restrictions, substantially in the form attached hereto as Exhibit "G", duly executed and acknowledged;

2.7.1.7 Such proof of the City's authority and authorization to enter into this transaction as the Title Company may reasonably require in order to issue the Developer's policy of title insurance; and;

2.7.1.8 A fully executed copy of the Subordination Agreement in the form attached hereto as Exhibit "H"; and

2.7.1.9 The City shall deposit with Escrow Holder funds sufficient to satisfy the City's monetary obligations in accordance with this Agreement.

2.7.2 The Developer shall deposit with Escrow Holder, prior to the Close of Escrow, counterparts of the Grant Deed, Memorandum of Purchase and Sale Agreement, the Regulatory Agreement, the Notice of Affordability Restrictions, and Subordination Agreement, all duly executed by the Developer and acknowledged, and funds sufficient to satisfy the Developer's monetary obligations in accordance with this Agreement.

2.8 Authorization to Record Documents and Disburse Funds. Escrow Holder is hereby authorized to record the documents and disburse the funds and documents called for hereunder upon Close of Escrow, provided each of the following conditions has then been fulfilled:

(i) The Title Company can issue in favor of the Developer an ALTA Extended Coverage Owner's Policy of Title Insurance, with liability equal to the Purchase Price (or such other amount as shall have been reasonably requested by the Developer), showing title to the Land vested in Developer subject only to the Permitted Title Exceptions.

(ii) The City and Developer shall have deposited in Escrow the documents required pursuant to Section 2.7.1 and 2.7.2, and the City and Developer shall have deposited in Escrow all Escrow closing costs.

(iii) The City and the Developer have confirmed to Escrow Holder that all of the other closing conditions set forth in Section 2.4 have been satisfied or expressly waived in writing by the Party(s) benefited thereby.

Unless otherwise instructed in writing, Escrow Holder is authorized to record at the Close of Escrow any instrument delivered through this Escrow if necessary or proper for issuance of the Developer's title insurance policy.

2.9 Escrow's Closing Actions. On the Close of Escrow, Escrow Holder shall:

2.9.1 Record the Grant Deed, the Memorandum of Purchase and Sale Agreement, the Regulatory Agreement, the Notice of Affordability Restrictions, and the Subordination Agreement, with the Los Angeles County Recorder, in that order;

2.9.2 Issue the Title Policy (or cause the Title Company to issue the Title Policy);

2.9.3 Prorate taxes, assessments, rents, and other charges as of the Close of Escrow in accordance with the settlement statements approved by the Parties.

2.9.4 From funds deposited by the Developer, pay prorated amounts and charges to be paid by or on behalf of the Developer, and return any excess to the Developer;

2.9.5 Prepare and deliver to both the Developer and the City one signed copy of Escrow Holder's closing statement showing all receipts and disbursements of the Escrow; and

2.9.6 Deliver the FIRPTA Certificate and the Withholding Affidavit to the Developer.

2.10 Additional Instructions. If required by the Escrow Holder, the Parties shall execute appropriate escrow instructions, prepared by the Escrow Holder, which are not inconsistent herewith. If there is any inconsistency between the terms hereof and the terms of the escrow instructions, the terms hereof shall control unless an intent to amend the terms hereof is expressly stated in such instructions.

3. DEVELOPMENT COVENANTS.

3.1 Development of the Project.

3.1.1 Developer's agents, employees, contractors, representatives (collectively "**Licensee's Designees**") shall have the right, at the Developer's discretion and expense (without a condition of the Close of Escrow), to enter upon the Land prior to the Close of Escrow for the purpose of improvements, rough-grading and utility undergrounding (collectively, the "**Pre-Closing Work**"). The Developer shall indemnify, defend and hold the City harmless from and against any and all claims, liens, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and expenses and court costs) ("collectively "**Claims**") suffered, incurred or sustained by the City as a result of, by reason of, or in connection with the Pre-Closing Work, except for Claims resulting from the willful misconduct, negligence or breach of this Agreement by the City. The Developer shall procure and maintain reasonable insurance naming the City as beneficiary and in such amounts as the City shall reasonably require and covering claims for injuries to persons and property that may arise from or are otherwise connected with the performance of the Pre-Closing Work, and the Developer shall deliver evidence of such insurance to the City prior to entering the Land. The Developer shall not be obligated by this Agreement to perform any Pre-Closing Work.

3.1.2 The Developer shall demolish any improvements on (and rough grade) the Land, install underground utilities, and develop the Improvements on the Land, in accordance with the Scope of Development, the Schedule of Performance, all requirements of any and all applicable federal, state and local laws, rules and regulations (including any conditions of approval required by the City), the Plans and Specifications, and all other terms, conditions and requirements of this Agreement. The Developer shall comply with the Schedule of Performance in a timely manner, provided that the obligations of the Developer set forth therein which are to be performed after the Close of Escrow shall be delayed by Force Majeure Delays, if applicable, and provided, further, that the City Manager may extend any deadline therein, in writing, in his sole and absolute discretion, not to exceed one hundred twenty (120) days per applicable deadline. Until a

Certificate of Completion is issued, the Developer shall provide the City with periodic progress reports, as reasonably requested by the City, regarding the status of the construction of the Improvements.

3.2 City's Right to Review Plans and Specifications. In connection with construction of the Project, the Developer shall comply in all respects with Plans and Specifications approved by the City. The City shall have the right to review all Plans and Specifications for the Improvements to ensure that the Improvements are constructed in accordance with the Scope of Development and the other applicable provisions of this Agreement.

3.3 Construction Contracts. The Developer shall retain one or more reputable and financially responsible general contractors (each, a "**General Contractor**") to undertake the construction of the Improvements. Each General Contractor shall be acceptable to and approved in writing by the City Manager (in the exercise of his sole and absolute discretion), licensed in California, shall have any other licenses required by the City, and shall be experienced in constructing the type of improvements constituting the Improvements; provided, however, that Olson Urban Housing, L.P., a Delaware limited partnership. is hereby approved as an acceptable contractor. On or before the date set forth in the Schedule of Performance, the Developer shall enter into a written contract, in form and substance acceptable to the City Manager (in the exercise of his sole and absolute discretion) (the "**Construction Contract**"), with the General Contractor(s) for performing the work constituting the construction of such improvements. Each such Construction Contract shall obligate the General Contractor to commence and complete such construction in accordance with this Agreement and all applicable federal, state and local laws, rules and regulations. The General Contractor will utilize good faith efforts to provide opportunities to residents and businesses within the City of Compton to be utilized for construction labor and building materials in the construction of the Project.

3.4 Construction Financing. The Developer shall submit to the City, for approval by the City Manager (in the exercise of his reasonable and good faith discretion), evidence of an executed Construction Loan or Construction Loan commitment. As used herein, the term "**Construction Loan**" shall mean a loan in an aggregate amount equal to (or greater than) all hard costs of designing and constructing the Improvements and all soft costs for owning and operating the Project until maturity of the construction loan, as shown in the budget for such Construction Loan and the Project Budget, less equity funds for such purposes to be provided by the Developer and shown in the Project Budget. The Construction Loan may be a loan provided under a line of credit or credit facility, and the City hereby approves the credit facility in the aggregate principal amount of Twenty-Five Million Dollars ($ 25,000,000), which may be increased due to its revolving nature, to be provided by Wells Fargo Bank, as administrative agent for the lenders, which is described in Recital B of the form of Subordination Agreement attached hereto (the "**Secured Credit Facility**"). Evidence of an executed Construction Loan commitment may consist of a letter demonstrating that the Project meets the requirements to be added to the Secured Credit Facility.

3.5 Costs of Entitlement, Development and Construction. The Developer agrees that all costs, expenses and fees associated with the development and construction of the Project, including the costs for developing and constructing the Improvements thereon (including, but not limited to governmental permits and approvals), shall be borne by the Developer.

3.6 Rights of Access and Inspection. In addition to those rights of access to and across the Land to which the City and the City may be entitled by law, members of the staff of the City shall have a reasonable right of access to the Land, without charge or fee, at any reasonable time, upon reasonable notice to the Developer (which may be telephonic notice to the Developer or its construction foreman) to inspect the work being performed at the Land in connection with the initial development of the Project but shall not be obligated to do so and the City shall not be liable for any failure to disclose any information discovered by the City (or that could or should have been discovered by any City inspection). The City shall also have the right at all reasonable times to inspect and copy those portions of the books, records and all other documentation of the Developer specifically and directly pertaining to its obligations under this Agreement.

3.7 Local, State and Federal Laws. The Developer shall carry out the construction of the Improvements on the Land in conformity with all applicable federal, state and local laws, including, but only to the extent applicable by law, state labor standards and prevailing wage laws, Labor Code Section 1720, *et seq.*, and its implementing regulations ("**Prevailing Wage Laws**"). It is the understanding and intent of the Parties that any assistance provided by City under this Agreement meets the exemption from Prevailing Wage Laws set forth in Labor Code Section 1720(c)(4) for the construction or rehabilitation of affordable housing units for low or moderate-income persons pursuant to paragraph (5) or (7) of subdivision (e) of Section 33334.2 of the Health and Safety Code that are paid for solely with moneys from the Low and Moderate Income Housing Fund established pursuant to Section 33334.3 of the Health and Safety Code or that are paid for by a combination of private funds and funds available pursuant to Section 33334.2 or 33334.3 of the Health and Safety Code. It is the further understanding and intent of the Parties that, other than the amount of the purchase price of the Land, City is providing no other assistance to the Project which would constitute construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds as defined pursuant to Labor Code Section 1720. Notwithstanding the foregoing, Developer shall be solely responsible for determining and effectuating compliance with any applicable Prevailing Wage Laws, and City makes no representation as to the applicability or non-applicability of the Prevailing Wage Laws to the Project. Developer hereby releases from liability, and agrees to indemnify, defend, assume all responsibility for and hold City and its officers, employees, agents and representatives, harmless from any and all claims, demands, actions, suits, proceedings, fines, penalties, damages, expenses resulting from, arising out of, or based upon Developer's acts or omissions pertaining to the compliance with the Prevailing Wage Laws for the Project. The indemnification provisions of this Section 3.7 shall survive the Close of Escrow and the termination of this Agreement.

3.8 City and Other Governmental City Permits and Approvals. Before commencement of construction or development of any work of improvement on the Land, the Developer shall (at the Developer's expense) secure, or cause to be secured, any and all permits which may be required by the City or any other governmental agency having jurisdiction over such construction or development.

3.9 Anti-discrimination During Construction. The Developer, for itself and its successors and assigns, agrees that it shall not discriminate against any employee or applicant for employment, as provided in Section 5.3, in the construction of the Improvements.

3.10 Taxes, Assessments, Encumbrances and Liens. The Developer shall pay when due all real property taxes and assessments assessed or levied on portions of the Land from time to time owned by the Developer, commencing immediately after closing of the land acquisition.

3.11 No Agency Created. In performing this Agreement, the Developer is an independent contractor and not the agent of the City. The City is not an agent of the Developer. The City shall not have any responsibility whatsoever for payment to any contractor or supplier of the Developer or its contractors. The Developer shall not have any responsibility whatsoever for payment to any contractor or supplier of the City.

3.12 Certificate of Completion. Upon the Developer's completion of the construction of all of the Improvements, the Developer may apply to the City for a Certificate of Completion. The City's issuance of the Certificate of Completion shall constitute the acknowledgement of the City that the Developer has complied in all respects with its development obligations (and only the development obligations) set forth in this Article 3 with respect to all of the Improvements required hereunder. Promptly following the City's issuance of a final certificate of occupancy for a unit of housing (and in conjunction with the sale of such housing unit to a third party), and provided that the Developer is then in full compliance with all of its obligations under Article 3 of this Agreement (and is not otherwise in default under the provisions of this Agreement), the City shall, at the Developer's request, execute, acknowledge and deliver to the Developer a form, reasonably acceptable to the Developer, of an express termination or reconveyance of the City's right of reversion as contained in the Grant Deed. If the City believes that the Developer is not in compliance with its obligations under this Article 3, the City shall promptly specify the nature of such non-compliance by written notice to the Developer.

4. LIMITATIONS ON TRANSFERS AND SECURITY INTERESTS.

4.1 Restrictions on Transfer of Developer's Rights and Obligations.

4.1.1 Prior to issuance of a Certificate of Completion, the Developer shall not sell, assign, transfer, mortgage, lease (except for space leases conditioned upon Project completion), hypothecate, or convey (collectively, a "**Transfer**") the Land or any part thereof or any of the Developer's rights or obligations hereunder to another person or entity (a "**Transferee**"), without the City's prior written consent, which consent may be granted or withheld in the City's sole and absolute discretion, except that no City approval shall be required for (i) the execution of one or more deeds of trust and related instruments securing the Developer's construction loan(s), (ii) a conveyance of the Land resulting from the foreclosure thereof (or a deed-in-lieu of such a foreclosure to the lender or any Affiliate of the lender), (iii) the conveyance or dedication of any portion of the Land to the City or other appropriate governmental agency, (iv) the granting of easements or permits to facilitate construction of the Improvements, (v) the sale of for-sale units to qualified persons and households in the normal course of business, in accordance with the Regulatory Agreement if applicable, (vi) any transfer of the Land and the corresponding rights and obligations of this Agreement to an Affiliate of the Developer, provided that the Transferee assumes all of the provisions of this Agreement that relate to the transferred Land pursuant to an assignment and assumption agreement and all design and constructions contracts and plans and rights to financing shall be assigned in writing to and assumed in writing by the Transferee. The Developer acknowledges that the identity of the Developer is of particular concern to the City, and

it is because of the Developer's identity that the City has entered into this Agreement with the Developer. Except for any Transferee approved by the City pursuant to this Section 4.1, and except for any Holder (defined in Section 4.2) that has taken possession of the Land, no voluntary or involuntary successor in interest of the Developer shall acquire any rights or powers under this Agreement. No Transfer of the Developer's interest hereunder without the City's prior written approval shall be deemed to release the Developer from the obligations of the Developer hereunder.

4.2 Holders of Deeds of Trust. Notwithstanding any provisions of Section 4.1 to the contrary, the Developer shall have the right to hypothecate its interest in the Land and Project pursuant to one or more deeds of trust from an institutional lender approved by the City (which approval shall not unreasonably be withheld or delayed), for the purpose of securing loans of funds to be used for financing the direct and indirect costs of the Improvements (including land development costs, reasonable and customary developer fees, loan fees and costs, and other normal and customary project costs), or for refinancing the construction financing. Any institutional lender of record holding any such deed of trust, whose name and address shall have been provided by the Developer to the City, shall be referred to herein as a "**Holder**."

4.3 Rights of Holders. The City shall deliver a copy of any notice or demand to the Developer concerning any breach or default by the Developer under this Agreement to each Holder who has previously made a written request to the City for special notice hereunder. Any notice of breach or default by the Developer shall not be effective against any such Holder unless given to such Holder. Such Holder shall have the right at its option to cure or remedy any such default, within the thirty (30) days after the later of the expiration of the Developer's period to cure such default or the Holder's receipt of the default notice from the City, and to add the cost thereof to the secured debt and the lien of its security interest. If such breach or default can only be remedied or cured by such Holder upon obtaining possession, such Holder may remedy or cure such breach or default within a reasonable period of time after obtaining possession, provided such Holder seeks possession with diligence through a receiver or foreclosure. Such Holder shall not undertake or continue the construction or completion of the Improvements beyond the extent necessary to conserve or complete the Improvements. Any Holder completing the Improvements may assume all rights and obligations of the Developer under this Agreement (but without any obligation to do so); provided that, in the event of any such assumption, (i) the City shall reasonably cooperate with the Holder and (ii) such Holder shall be entitled to a reasonable extension of time to complete the Project in accordance with this Agreement. If a Holder should, as a condition of providing financing for development of all or a portion of the Project, request any modification of this Agreement in order to protect its interests in the Project or this Agreement, the City shall not unreasonably withhold its consent to such request consistent with the purpose and intent of this Agreement and the rights and obligations of the parties under this Agreement. As used in this Agreement, to the extent applicable, the term "**Holder**" shall include any successors and assigns of Holder and any person or entity acquiring the Land at or at any time after a foreclosure event.

4.4 Noninterference with Holders. The provisions of this Agreement do not limit the right of Holders (a) to foreclose or otherwise enforce any mortgage, deed of trust, or other security instrument encumbering all or any portion of the Land, and the Improvements thereon, (b) to pursue any remedies for the enforcement of any pledge or lien encumbering such portions of the Land, or (c) to accept, or cause its nominee to accept, a deed or other conveyance in lieu of

foreclosure or other realization. In the event of (i) a foreclosure sale under any such mortgage, deed of trust or other lien or encumbrance, (ii) a sale pursuant to any power of sale contained in any such mortgage or deed of trust, or (iii) a deed or other conveyance in lieu of any such sale, the purchaser or purchasers and their successors and assigns, and such portions of the Land shall be, and shall continue to be, subject to all of the conditions, restrictions and covenants of all documents and instruments recorded pursuant to this Agreement, including, without limitation, the restrictions set forth in the grant deed on such property from the City to the Developer, subject to the provisions hereof. The City agrees to execute such further documentation regarding the rights of any Holder as set forth in Section 4.7 hereof.

4.5 Right of City to Cure. In the event of a default or breach by the Developer of a loan by a Holder prior to the completion of the Improvements, the City may, upon prior written notice to the Developer, cure the default, prior to the completion of any foreclosure, in accordance with the terms of the Subordination Agreement.

4.6 Right of City to Satisfy Other Liens. After the Close of Escrow, and after the Developer has had a reasonable time to challenge, cure, or satisfy any liens or encumbrances on the Land or any portion thereof, and has failed to do so, in whole or in part, the City shall, upon prior written notice to the Developer, have the right to satisfy any such lien or encumbrances; however, nothing in this Agreement shall require the Developer to pay or make provision for the payment of any tax, assessment, lien or charge so long as the Developer in good faith shall contest the validity or amount therein and so long as such delay in payment shall not subject the Land or any portion thereof to forfeiture or sale.

4.7 Subordination. Upon the request of the Holder, the City shall enter into a subordination agreement, substantially in the form attached hereto as Exhibit "H" and incorporated herein (the "**Subordination Agreement**"), as such form may be amended or otherwise modified at the reasonable request of such Holder, to subordinate its rights under this Agreement, the Grant Deed, the PSA Memorandum and the Regulatory Agreement, to the lien or encumbrance of the therein described financing. The City shall also execute such further documents as Holder may reasonably require to effectuate such subordination.

4.8 USE AND OPERATION OF THE PROPERTY.

4.9 Maintenance by Developer. During their respective periods of ownership of the Project, the Developer and its successors in interest with respect to the Project shall maintain the Project (including landscaping) in a commercially reasonable manner substantially comparable to maintenance provided to other developments of similar age and quality located in Los Angeles County. The Developer shall maintain the Improvements in good repair and working order, and in a neat, clean and orderly condition, including the walkways, driveways, and landscaping, and from time to time make all necessary and proper repairs, renewals, and replacements. In the event that there arises at any time prior to the expiration of such period a condition in contravention of the above maintenance standard, then the City shall notify the Developer in writing of such condition, giving the Developer thirty (30) days from receipt of such notice to cure said condition. In the event the Developer fails to cure or commence to cure the condition within the time allowed, the City shall have the right to perform all acts necessary to cure such a condition, or to take other recourse at law or in equity the City may then have and to receive from the Developer the City's actual and reasonable costs in taking such action, which shall be paid by the Developer within ten (10) days after written demand describing the costs. The foregoing provisions shall be a covenant running with the Land and will be enforceable by the City, its successors and assigns.

Prior to selling any housing units, the Developer shall prepare and submit a Declaration of CC&Rs for the Project to the City and obtain its reasonable approval. The CC&Rs shall be recorded prior to the sale of any housing units. The CC&Rs shall obligate the owners of the homes to maintain their individual units and assume all liability for the foregoing maintenance requirements with respect to the individual units, and the owner's association to maintain the common areas and assume all liability for the foregoing maintenance requirements, with respect to the common areas, and the Developer shall have no further responsibility for maintenance of any completed improvements subject to the CC&Rs.

4.10 Obligation to Refrain from Discrimination. The Developer covenants by and for himself, and any successors in interest, that there shall be no discrimination against or segregation of any person, or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, rental, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Land or Improvements, nor shall the Developer himself or any such person claiming under or through him 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. The foregoing covenants shall run with the Land.

4.11 Form of Nondiscrimination and Non-Segregation Clauses.

All deeds, leases or contracts entered into by the Developer that relate to the Project or any portion thereof shall contain or be subject to substantially the following nondiscrimination or non-segregation clauses:

1. In deeds: "The grantee herein covenants by and for and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group or persons on account of any basis listed

in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land.

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

2. In leases: "The lessee herein covenants by and for himself, his heirs, executors, administrators and assigns, and all persons claiming under or through him, and that this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of, any person or group or persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the leasing, subleasing, transferring, use, or enjoyment of the land herein leased nor shall the lessee himself, or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein leased.

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

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

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

4.12 Affordability Covenants. The Developer shall comply with the Regulatory Agreement. The Developer shall commence the marketing of the affordable units required by the Regulatory Agreement to eligible purchasers, and shall use good faith efforts to designate and sell the affordable units, as early as practicable. The City shall assist the Developer in the marketing of the affordable units by providing Developer the names and contact information of eligible purchasers on the City's homebuyer interest list.

5. EVENTS OF DEFAULT, REMEDIES AND TERMINATION.

5.1 Defaults - Definition. Subject to the provisions of Section 6.7 hereof, the occurrence of any or all of the following shall constitute a default ("**Default**") under this Agreement:

5.1.1 The Developer's failure to perform its obligations under this Agreement on a timely basis as contained herein, or in the Schedule of Performance, involving the payment of money, and the continuance of such breach for a period of ten (10) days after the City has given written notice to the Developer, as specified in Section 8.1; provided; however, if such breach is not reasonably curable within such ten (10) day period, then Developer shall be deemed in Default only if Developer does not commence to cure such breach within such ten (10) day period and thereafter fails to diligently prosecute such breach to completion.

5.1.2 Except as otherwise provided in Section 6.1.1 hereof, a breach of any material term of this Agreement, the Grant Deed, the Regulatory Agreement, or the Subordination Agreement by any Party not involving the payment of money and failure of such Party to cure such breach within thirty (30) days after the non-defaulting Party has given written notice to the

defaulting Party; provided, however, if such breach is not reasonably curable within such thirty (30) day period, then such Party shall be deemed in Default only if such Party does not commence to cure such breach within such thirty (30) day period and thereafter fails to diligently prosecute such breach to completion;

5.1.3 Developer's Transfer (as defined in Section 4.2), or the occurrence of any involuntary Transfer, of the Project or Improvements or any part thereof or interest therein, or any rights or obligations of the Developer under this Agreement, in violation of this Agreement;

5.1.4 The Developer's failure or refusal to keep in force and effect any material permit or approval with respect to construction, and the Developer's failure to cure such breach within thirty (30) calendar days after notice from the City of the Developer's breach; provided, however, if such breach is not reasonably curable within such thirty (30) day period, then the Developer shall be deemed in Default only if the Developer does not commence to cure such breach within such thirty (30) day period and thereafter fails to diligently prosecute such breach to completion;

5.1.5 Filing of a petition in bankruptcy by or against any Party or appointment of a receiver or trustee of any property of any Party, or an assignment by any Party for the benefit of creditors, or adjudication that such Party is insolvent by a court, and the failure of such Party to cause such petition, appointment, or assignment to be removed or discharged within ninety (90) days; or

5.2 Remedies.

5.2.1 Remedies Prior to the Close of Escrow. In the event of a Default by any Party prior to the Close of Escrow, the non-defaulting Party shall have the right to terminate this Agreement (provided it is not in Default of its obligation under this Agreement), by delivering written notice thereof to the defaulting Party and to Escrow Holder, subject to the rights of the defaulting Party to cure such Default as provided in Section 6.1. Subject to Section 2.2, such Party may seek against the defaulting Party any available remedies at law or equity, including but not limited to, the right to receive damages (excluding damages for lost profits) or to pursue an action for specific performance.

5.2.2 Remedies for Default After the Close of Escrow. In addition to, and without limiting, the City's right of re-entry and termination contained in the Grant Deed, in the event of a Default by any Party after the Close of Escrow, a non-defaulting party shall be entitled to the following remedies, as applicable:

(i) A defaulting Party shall be liable to the non-defaulting Party for all damages, costs and losses incurred by the non-defaulting Party, and the non-defaulting Party may seek against the defaulting Party any available remedies at law or equity, including but not limited to the right to receive damages or to pursue an action for specific performance.

(ii) The Developer shall deliver to the City absolute assignments (with appropriate written consents) of all design contracts and plans and specifications for the Project, which shall be in form and substance reasonably acceptable to the City.

5.3 No Speculation. The rights established in this Article are to be interpreted in light of the fact that the City will convey the Land to the Developer for development of the Project thereon and not for speculation in undeveloped land or for construction of different improvements.

5.4 No Personal Liability. No representative, agent, attorney, consultant, or employee of the City shall personally be liable to the Developer or any successor in interest of the Developer, in the event of any Default or breach by the City, or for any amount which may become due to the Developer or any successor in interest, on any obligation under the terms of this Agreement.

5.5 Rights and Remedies are Cumulative. The rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the non-defaulting Party.

5.6 Inaction Not a Waiver of Default. Any failures or delays by either Party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive either such Party of its rights to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. The acceptance by a Party of less than the full amount due from the other Party shall not constitute a waiver of such Party's right to demand and receive the full amount due, unless such Party executes a specific accord and satisfaction.

5.7 Force Majeure. Following the Close of Escrow, and notwithstanding anything to the contrary in this Agreement, nonperformance shall be excused when performance is prevented or delayed by reason of any of the following forces reasonably beyond the control of such party (a "**Force Majeure Delay**"): (i) failure to perform by the Developer affecting all similar works of construction in the Compton, California, area, attributable to any strike, lockout or other labor or industrial disturbance (whether or not on the part of the employees of either party hereto), civil disturbance, future order claiming jurisdiction, act of the public enemy, acts of terrorism, war, riot, sabotage, blockade, embargo, inability to secure customary materials, supplies or labor through ordinary sources by reason of regulation or order of any government or regulatory body; and (ii) delay attributable to severe weather, lightning, earthquake, fire, storm, hurricane, tornado, flood, washout, explosion, or any other similar industry-wide cause beyond the reasonable control of the party from whom performance is required, or any of its contractors or other representatives. Any prevention, delay or stoppage due to any Force Majeure Delay shall excuse the performance of the party affected for a period of time equal to any such prevention, delay or stoppage (except the obligations of either party to pay money to the other party or to close escrow); provided that the party claiming Force Majeure Delay notifies the other party within ten (10) business days after the commencement of the Force Majeure Delay if the Party claiming delay has no actual knowledge of the event of Force Majeure Delay, the Party claiming the Force Majeure Delay must nevertheless notify the other Party of the Force Majeure Delay within a reasonable time (not to exceed thirty days) after the commencement of the Force Majeure Delay.

6. INSURANCE; INDEMNITY.

6.1 Insurance.

6.1.1 From and after the Close of Escrow and until the issuance of a Certificate of Completion, the Developer shall obtain and maintain at no cost or expense to the City, with a reputable and financially responsible insurance company reasonably acceptable to the City, (i) commercially reasonable property insurance for the Improvements in an amount not less than the replacement cost of the Improvements (subject to commercially reasonable deductibles) with a reasonable inflation rider; (ii) commercial general liability insurance, insuring against claims and liability for bodily injury, death, or property damage arising from the construction, use, occupancy, condition, or operation of the Land, which liability insurance shall provide combined single limit protection of at least Five Million Dollars ($5,000,000), contractual liability coverage and products and completed operations coverage, and (iii) commercial automobile liability insurance of at least One Million Dollars ($1,000,000) combined single limit. Such liability insurance policies shall name the City and its council members, board members, officers, agents and employees as additional insureds.

6.1.2 Before commencement of any demolition or construction work by the Developer on any portion of the Land owned by the Developer, the Developer shall obtain and maintain in force until completion of such work (i) "all risk" builder's risk insurance, including coverage for vandalism and malicious mischief, in a form and amount and with a company reasonably acceptable to the City, and (ii) workers' compensation insurance covering all persons employed by the Developer in connection with work on the Project, or any portion thereof. During the construction of Improvements on any portion of the Land by the Developer, such builder's risk insurance shall cover improvements in place and all material and equipment at the job site furnished under contract, but shall exclude contractors', subcontractors', and construction managers' tools and equipment and property owned by contractors' and subcontractors' employees.

6.1.3 The Developer shall also require that any contractor with whom it has contracted for the performance of work on the Land or otherwise pursuant to this Agreement carry workers' compensation insurance as required by law.

6.1.4 With respect to each policy of insurance required above, the Developer and each of the Developer's general contractors, engineers and architects shall furnish to the City a certificate on the insurance carrier's form setting forth the general provisions of the insurance coverage promptly after written request by the City showing the additional insureds. The certificate shall also be furnished by the Developer prior to commencement of construction of any Improvements.

6.1.5 All such policies required by this Section shall contain (i) language to the effect that the policies cannot be cancelled or materially changed except after thirty (30) days' written notice by the insurer to the City, and (ii) a waiver of the insurer of all rights of subrogation against the City and the other additional insureds. All such insurance shall have deductibility limits which shall be commercially reasonable.

6.2 Indemnity. From and after the execution of this Agreement, the Developer hereby agrees to indemnify, defend, protect, and hold harmless the City and any and all agents, employees, representatives, council members, board members, consultants, and offices of the City, from and against all losses, liabilities, claims, damages (including foreseeable or unforeseeable

consequential damages), penalties, fines, forfeitures, costs and expenses (including all reasonable out-of-pocket litigation costs and reasonable attorneys' fees) and demands of any nature whatsoever, related directly or indirectly to, or arising out of or in connection with:

(i) the validity of this Agreement;

(ii) the development and construction by the Developer of the Improvements on the Land or the use, ownership, management, occupancy, or possession of the Land during the Developer's period of ownership of the Land;

(iii) any breach or Default by the Developer hereunder (subject to any liquidated damages provisions otherwise contained in this Agreement); or

(iv) any of the Developer's activities on the Land (or the activities of the Developer's agents, employees, lessees, representatives, licensees, guests, invitees, contractors, subcontractors, or independent contractors on the Land), regardless of whether such losses and liabilities shall accrue or are discovered before or after termination or expiration of this Agreement, except to the extent such losses or liabilities are caused by the gross negligence or willful misconduct of the City. The City may in its discretion, and at its own cost, participate in the defense of any legal action naming the City. The provisions of this Section 7.2 shall survive the Close of Escrow and the termination of this Agreement.

7. REPRESENTATIONS AND WARRANTIES.

7.1 Developer Representations. The Developer represents and warrants to the City as of the date of this Agreement and as of the Close of Escrow that:

(i) The Developer is a limited liability company validly existing and in good standing under the laws of the State of Delaware, and eligible to do business within the state of California.

(ii) The Developer has duly authorized the execution and performance of this Agreement and the execution and performance of all of the closing documents set forth herein.

(iii) The Developer's execution and performance of this Agreement and the closing documents will not violate any provision of the Developer's operating agreement or any deed of trust, lease, contract, agreement, instrument, order, judgment or decree by which the Developer is bound.

(iv) The Developer has not engaged a broker with respect to the purchase of the Land contemplated herein.

7.2 City Representations. The City hereby represents and warrants to the Developer as of the date of this Agreement and as of the Close of Escrow that:

(i) the City has not engaged a broker with respect to the purchase of the Land as contemplated herein.

(ii) This Agreement has been duly authorized by the City.

(iii) The City is not a "foreign person" within the parameters of FIRPTA or any similar state statute, or is exempt from the provisions of FIRPTA or any similar state statute, or the City has complied and will comply with all the requirements under FIRPTA or any similar state statute.

(iv) To the current, actual knowledge of the City Manager, the City's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which the City is a party or by which it is bound.

(v) The City Manager has no current, actual knowledge of, nor has the City received any notice of, nor does the City Manager know of any basis for, any actual or pending litigation or proceeding by any organization, person, individual or governmental agency against the City with respect to the Land or against the Land.

(vi) The City Manager has no knowledge of, nor has City received any notice of, nor does the City Manager know of any basis for, any violations of laws, statutes, regulations, ordinances, other legal requirements with respect to the Land (or any part thereof) or with respect to the use, occupancy or construction thereof, or any investigations by any governmental or quasi-governmental authority into potential violations thereof or any condemnation or eminent domain proceedings pending or threatened with respect to the Land or any portion thereof.

(vii) The City hereby represents to the current, actual knowledge of the City Manager, it has delivered all material non-privileged documents in its possession and pertaining to the Land to the Developer. The City hereby represents that to the actual knowledge of the City Manager, the City has not received any written notice or written communication from any government agency having jurisdiction over the Land notifying the City of the presence of surface or subsurface zone Hazardous Materials in, on, or under the Land, or any portion thereof.

(viii) All funds used by the former Redevelopment Agency to acquire each and every component of the Land, solely constitute moneys from a Low and Moderate Income Housing Fund established pursuant to Section 33334.3 of the California Health and Safety Code, all within the meaning of Section 1720(c)(4) of the California Labor Code. The City is not providing funds from any other source in assistance to the Project.

(ix) The City Manager shall have no personal liability with respect to the accuracy of the representations contained in this Section 8.2.

8. GENERAL PROVISIONS.

8.1 Notices. All notices and demands shall be given in writing by certified mail, postage prepaid, and return receipt requested, or by reputable overnight messenger service. Notices shall be considered given upon the earlier of (a) personal delivery, or (b) one business day following deposit or delivery with a nationally recognized overnight courier delivery charges prepaid, or (c) date of delivery or attempted delivery shown on the return receipt if sent by mail, certified or return receipt requested. Notices shall be addressed as provided below for the respective Party; provided that if any Party gives notice in writing of a change of name or address, notices to such Party shall thereafter be given as demanded in that notice:

City: City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Craig J. Cornwell, Jr., City Manager

With a copy to: The City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Michael L. Antwine, II, Assistant City Manager

and The City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Damon M. Brown, City Attorney

and Richards, Watson & Gershon
355 S. Grand Ave., 40th Floor
Los Angeles, California 90071
Attn: Jim G. Grayson, Esq.

Developer: Olson Urban Housing, LLC
3010 Old Ranch Parkway, Suite 100
Seal Beach, California 90740-2751
Attn: Todd J. Olson
Copy to: Katherine Chandler

8.2 Construction. The Parties agree that each Party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties.

8.3 Interpretation. In this Agreement the neuter gender includes the feminine and masculine, and singular number includes the plural, and the words "person" and "party" include corporation, partnership, firm, trust, or association where ever the context so requires. Unless otherwise required by a specific provision of this Agreement, time hereunder is to be computed by excluding the first day and including the last day. If the date for performance falls on a Saturday,

Sunday, or legal holiday, the date for performance shall be extended to the next business day. All references in this Agreement to a number of days in which either Party shall have to consent approve or perform shall mean calendar days unless specifically stated to be business days.

8.4 Time of the Essence. Time is of the essence of this Agreement.

8.5 Warranty Against Payment of Consideration for Agreement. Developer warrants that it has not paid or given, and will not pay or give, to any third person, any money or other consideration for obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers and attorneys.

8.6 Attorneys' Fees. If any Party brings an action to enforce the terms hereof or declare its rights hereunder, the prevailing Party in any such action shall be entitled to its reasonable attorneys' fees to be paid by the losing Party as fixed by the court. If the City is made a party to any litigation instituted by or against the Developer or to any litigation attacking the validity of this Agreement, then the Developer shall indemnify and defend the City in accordance with Section 7.2 hereof.

8.7 Entire Agreement; Waivers and Amendments. This Agreement, together with all attachments and exhibits hereto, and all agreements executed pursuant hereto, constitutes the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to the subject matter hereof. No subsequent agreement, representation or promise made by either Party hereto, or by or to any employee, officer, agent or representative of either Party, shall be of any effect unless it is in writing and executed by the Party to be bound thereby. No person is authorized to make, and by execution hereof, the Developer and the City acknowledge that no person has made, any representation, warranty, guaranty or promise except as expressly set forth herein; and no agreement, statement, representation or promise made by any such person which is not contained herein shall be valid or binding on the Developer or the City.

8.8 Severability. Each and every provision of this Agreement is, and shall be construed to be, a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected hereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

8.9 Headings. All section headings and subheadings are inserted for convenience only and shall have no effect on the construction or interpretation of this Agreement.

8.10 No Third Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties, and their permitted successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

8.11 Governing Law; Jurisdiction; Service of Process. This Agreement and the rights and obligations of the Parties shall be governed by California law. The Parties consent to the exclusive jurisdiction of the California Superior Court for the County of Los Angeles. If any legal

action is commenced by the Developer against the City, or by the City against the Developer, service of process on the City shall be made by personal service upon the City Manager or City Clerk, or in such other manner as may be provided by law. If any legal action is commenced by the City against the Developer, service of process on the Developer shall be made in any manner as may be provided by law. The Developer agrees, for the benefit of the City, that it shall designate an agent for service of process in the State of California in the manner prescribed by law.

8.12 Assignability. Except as otherwise expressly provided in Section 4.2, the Developer may not assign, transfer or convey its rights and obligations under this Agreement without the prior written consent of the City, which the City may withhold in its sole and absolute discretion.

8.13 Survival. The provisions hereof shall not merge into, but rather shall survive, any conveyance hereunder (including, without limitation, the delivery and recordation of any Grant Deed) and the delivery of all consideration.

8.14 Estoppel Certificates. Upon written request of the Developer, the City shall within thirty (30) days of the date of such request, execute and deliver to the Developer, a written statement certifying, to the best of such City's knowledge, that (a) this Agreement in full force and effect, if such is the case, and has not been modified or amended, except as shall be stated; and (b) that no default by Developer exists under this Agreement.

8.15 City Actions. In addition to any provisions of this Agreement that gives the City Manager the authority to make decisions and grant approvals, the City hereby authorizes the City Manager to deliver such approvals, consents as are contemplated by this Agreement, waive requirements under this Agreement, and modify this Agreement, on behalf of the City provided that the applicable approval, consent, waiver or modification is not substantial (*i.e.*, does not change the fundamental business transaction between the Developer and the City, as determined by the City Manager in his reasonable discretion).

8.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed as original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the day and year first above written.

DEVELOPER:

OLSON URBAN HOUSING, LLC,
a Delaware limited liability company

By: In Town Living, Inc.
a Delaware corporation
its Managing Member

By: _____
Name: Todd Olson, President of
Community Development

By: _____
Name: _____

CITY:

THE CITY OF COMPTON,
a municipal corporation

By: _____
Craig J. Cornwell, City Manager

ATTEST:

_____
Alita Godwin, City Clerk

CITY OF COMPTON INCORPORATED 5/21/2020 1888 CALIFORNIA

APPROVED AS TO FORM:

5/14/20

By: _____
Damon M. Brown, City Attorney

for

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the day and year first above written.

DEVELOPER:

OLSON URBAN HOUSING, LLC,
a Delaware limited liability company

By: In Town Living, Inc.
a Delaware corporation
its Managing Member

By: _____
Name: Todd Olson, President of
Community Development

By: _____
Name: Chris Campbell
VP Finance

CITY:

THE CITY OF COMPTON,
a municipal corporation

By: _____
Craig J. Cornwell, City Manager

ATTEST:

_____
Alita Godwin, City Clerk

APPROVED AS TO FORM:

By: _____
Damon M. Brown, City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION OF LAND

(1950 North Central Avenue)

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

THAT PORTION OF THE 249.89 ACRE PARCEL OF LAND IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS ALLOTTED TO M. KELLER IN THE PARTITION OF THE TAJAUTA RANCHO AS SHOWN ON THE MAP FILED IN CASE NO. 1200 OF THE DISTRICT COURT OF THE 17TH JUDICIAL DISTRICT OF THE STATE OF CALIFORNIA IN AND FOR SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE TWO INCH PIPE SET AT THE NORTHWESTERLY CORNER OF LOT 2 IN TRACT NO. 3626 AS SHOWN ON THE MAP RECORDED IN BOOK 40 PAGE 96 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE NORTH 0° 33' 30" EAST ALONG THE EASTERLY LINE OF CENTRAL AVENUE, AS SHOWN ON LAST MENTIONED MAP, SAID LINE LYING 20.00 FEET EASTERLY OF THE CENTER LINE OF THE EXISTING STREET, A DISTANCE OF 500.85 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 0° 33' 30" EAST 217.15 FEET; THENCE NORTH 89° 35' 35" EAST, PARALLEL WITH THE CENTER LINE OF 134TH STREET, A DISTANCE OF 480.05 FEET; THENCE NORTH 0° 33' 30" EAST, PARALLEL WITH SAID CENTRAL AVENUE, 123.00 FEET TO THE SOUTHERLY LINE OF 134TH STREET, 50 FEET WIDE; THENCE NORTH 89° 35' 35" EAST, ALONG SAID SOUTHERLY LINE OF 134TH STREET, 100.14 FEET TO THE INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND DISTANCE 580.13 FEET EASTERLY, AT RIGHT ANGLES FROM SAID EASTERLY LINE OF CENTRAL AVENUE; THENCE SOUTH 0° 33' 30" WEST ALONG SAID PARALLEL LINE 340.15 FEET TO THE INTERSECTION WITH A LINE PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 2 OF TRACT 3626, THAT PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE SOUTH 89° 35' 35" WEST, 580.19 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PORTION LYING WITHIN CENTRAL AVENUE, AS DEDICATED TO THE CITY OF COMPTON.

A.P.N.: 6145-003-902

EXHIBIT "B"

SCHEDULE OF PERFORMANCE

This Schedule of Performance requires the submission of plans or other documents at specific times. Some of the submissions are not described in the text of the Agreement. Such plans or other documents, as submitted, must be complete and adequate for review by the City or other applicable governmental entity when submitted. Prior to the time set forth for each particular submission, the Developer shall consult with City staff informally as necessary concerning such submission in order to assure that such submission will be complete and in a proper form within the time for submission set forth herein.

	Action	Date / Deadline
NOTE: The PSA is to be dated as of the date of its execution by City.		
1.	Opening of Escrow. The Parties shall open escrow with the Escrow Holder.	Within fifteen (15) business days after the date of this PSA.
2.	Entitlements. The Developer shall obtain all Project entitlements from the City.	Prior to or concurrent with the Close of Escrow.
3.	Grading and Building Permits. The Developer shall obtain the Grading Permit for the grading of the Land and all Building Permits for the of construction of the Project.	Prior to the Close of Escrow.

	Action	Date / Deadline
4.	Close of Escrow. The Developer shall acquire the Land from the City and shall concurrently close the Construction Loan on the Close of Escrow.	The Close of Escrow shall occur within sixty (60) days after City approval of all Project entitlements and Developer's receipt of the necessary permits for the Project, but in no event later than six (6) months following the date of execution of the Agreement If (i) Developer is diligently pursuing required land use entitlements, building and grading permits, but City has not provided final approval by such time and ((ii) City receives a written request from Developer to extend such six (6) month period at least thirty (30) days prior to the expiration of the such six (6) month period, then the City Manager may, but is not obligated, to extend such period for an additional six (6) months to obtain final City approvals.
5.	Commencement of Construction. Developer shall substantially commence the Improvements.	No later than sixty (60) days after the Close of Escrow.
6.	Qualification for Certificate of Completion. The Project shall qualify for the Certificate of Completion.	No later than twenty-four (24) months from commencement of construction as described in the preceding item.

EXHIBIT "C"

SCOPE OF DEVELOPMENT

Developer shall cause to be constructed the following improvements on the Land (the "Project"):

- Single Family Townhouses: 30 total on a one-lot subdivision
  - 3-Bedroom*/2.5 Bath** (market) – 13 units
  - 4-Bedroom*/2.5 Bath ** (market) - 13 units
  - 3-Bedroom*/2.5 Bath** (each an "Affordable Unit") - 2 units
  - 4-Bedroom*/2.5 Bath** (each an "Affordable Unit") - 2 units

  * Developer may increase some or all units to 4 bedrooms
  ** Developer may reduce number of bathrooms to 2 on some or all units, or increase the number of bathrooms to 3 on some or all units.

  The homes shall be of very good quality, and shall have high efficiency windows and insulation, and quality finishes. Approvals of the finish level will be determined in conjunction with the approval of land use entitlements for the Project.

- Backbone Street

- Site Work

EXHIBIT "D"

FORM OF GRANT DEED

Recording Requested by:

The City of Compton

And when recorded return to
and mail tax statements to:

Olson Urban Housing, LLC,
3010 Old Ranch Parkway, Suite 100
Seal Beach, CA 90740
Attention: Todd J. Olson

With a copy to:

The City of Compton
205 South Willowbrook Avenue
Compton, CA 90220
Attn: City Clerk

And:

Richards, Watson & Gershon
355 S. Grand Ave., 40th Floor
Los Angeles, CA 90071
Attn: Jim G. Grayson, Esq.

Assessor's Parcel Map No.: 6145-003-902

[Space Above this Line for Recorder's Use]

This Grant Deed is exempt from Recording Fees pursuant to California Government Code Sections 6103 and 27383

GRANT DEED
(1950 N. Central Avenue, Compton, CA)

The undersigned grantor(s) declare(s):

Documentary Transfer Tax is $
[X] computed on full value of property conveyed, or
[ ] computer on full value less value of liens or encumbrances remaining at time of sale
[ ] Unincorporated area [X] City of Compton

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **THE CITY OF COMPTON**, a municipal corporation ("**Grantor**") hereby GRANTS to **OLSON URBAN HOUSING, LLC**, a Delaware limited liability company ("**Grantee**") the land (the "**Land**") located in the City of Compton, County of Los Angeles, State of California, as described in Exhibit "A" hereto, SUBJECT TO all easements, covenants, conditions, restrictions, and rights of way of record.

1. This grant of the Land is subject to a Purchase and Sale Agreement entered into by and between Grantor and Grantee dated as of _____, 2020 (the "**Agreement**"), the terms of which are incorporated herein by reference. A copy of the Agreement is available for public inspection at the offices of the Grantor at 205 South Willowbrook Avenue, Compton, California 90220.

2. The Grantee covenants and agrees that for a period of ten (10) years after the date of completion, the Grantee and its successors in interest shall maintain the improvements required by the Agreement (including landscaping) in good condition and repair and in the manner substantially comparable to the highest level of maintenance provided to other projects of similar age and quality located in Los Angeles County, and if Grantee fails to do so, then Grantor shall have the rights and remedies described in Section 5.1 of the Agreement, in addition to any and all other rights or remedies under applicable law or in equity. As provided in Section 5.1 of the Agreement, the Declaration of CC&Rs for the Project shall obligate the owners of the homes to maintain and assume all liability for the foregoing maintenance requirements with respect to individual homes, and shall obligate the owner's association to maintain and assume all liability for the foregoing maintenance requirements, and Grantee shall have no further responsibility for maintenance of improvements after the recordation of the CC&Rs. Grantee shall also maintain the insurance described in Article 7 of the Agreement.

3. By acceptance hereof, Grantee agrees, for itself, its successors and assigns, to refrain from restricting the rental, sale or lease of the Land on any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, rental, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Land or Improvements, nor shall the Developer himself or any such person claiming under or through him establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Land. The foregoing covenants shall run with the land.

All deeds, leases or contracts entered into by Grantee, its successors and assigns, or any successor-in-interest to all or any portion of or interest in the Land shall contain or be subject to substantially the following nondiscrimination or non-segregation clauses:

1. In deeds: "The grantee herein covenants by and for and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group or persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land.

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

2. In leases: "The lessee herein covenants by and for himself, his heirs, executors, administrators and assigns, and all persons claiming under or through him, and that this lease is made and accepted upon and subject to the following conditions:

   That there shall be no discrimination against or segregation of, any person or group or persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the California Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the California Government Code, in the leasing, subleasing, transferring, use, or enjoyment of the land herein leased nor shall the lessee himself, or any person claiming under or through him, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein leased.

   Notwithstanding the immediately preceding paragraph, with respect to familial status, said paragraph shall not be construed to apply to housing for

older persons, as defined in Section 12955.9 of the California Government Code. With respect to familial status, nothing in said paragraph shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and 799.5 of the California Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the California Civil Code and subdivisions (n), (o) and (p) of Section 12955 of the California Government Code shall apply to said paragraph."

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

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

The foregoing shall be a covenant running with the land for the benefit of, and as a burden upon the Land.

4. All covenants contained in this Grant Deed shall run with the land and shall be binding for the benefit of Grantor and its successors and assigns and such covenants shall run in favor of the Grantor and for the entire period during which the covenants shall be in force and effect, without regard to whether the Grantor is or remains an owner of any land adjacent to the Land or interest in such land or any other land. The Grantor, in the event of any breach of any such covenants, shall have the right to exercise all of the rights and remedies available under the Agreement or this Grant Deed, or at law or in equity. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the Grantor and its successors and assigns.

5. The Grantee covenants, for itself and its successors and assigns, that there shall be no sale, transfer, assignment, conveyance, lease, pledge or encumbrance of the Agreement, or the Land and the Improvements thereon or any part thereof, or of other ownership interest in the

Grantee in violation of the Agreement, which contains restrictions on the assignment of the Agreement, the transfer of the Land and interests in Grantee.

6. The Grantor shall have, at its option, the additional right, on thirty (30) days' prior written notice to the Grantee and the holders of any mortgages, deeds of trust or other financing instruments, to repurchase, reenter and take possession of the Land (or portion thereof) with all improvements thereon, if after conveyance of title to the Land and prior to the issuance of a final Certificate of Completion therefor, the Grantee shall:

a. Fail to commence construction of the improvements (or portion thereof) within the time required by the Agreement for a period of three (3) months after written notice thereof from the Grantor (subject to extension of time caused by Force Majeure or time of delay caused by or contributed to by the Grantor) to the Grantee and the holders of any mortgages, deeds of trust or other financing instruments; or

b. Abandon or substantially suspend construction of the improvements (or portion thereof), other than as a result of Force Majeure or any actions by the Grantor which caused or contributed to such suspension, for a period of three (3) months after written notice of such abandonment or suspension from the Grantor to the Grantee and the holders of any mortgages, deeds of trust or other financing instruments; or

c. Assign the Agreement, or transfer or suffer any involuntary transfer of the Property or any part thereof in violation of the Agreement.

Notwithstanding anything to the contrary set forth above, any such right to repurchase, enter and repossess shall be: (i) subject to and conditioned upon (A) in the case of the Secured Credit Facility, payment to the holders of such Secured Credit Facility, the then current collateral value of the Land (including all improvements thereon) as reflected on the holder of such Secured Credit Facility books and records pursuant to the Secured Credit Facility loan documents or (B) with respect to any other first in priority mortgage or deed of trust holder, payment of the full amount of the unpaid debt, plus any accrued and unpaid interest, costs and expenses; and (ii) subordinate and subject to and be limited by and shall not defeat, render invalid or limit:

d. Any other then existing and remaining mortgage, deed of trust or other security instruments permitted by the Agreement; or

e. Any rights or interests provided in the Agreement for the protection of the holder of such mortgages, deeds of trust or other security instruments.

In addition to payment of the amounts required to be paid above, to exercise its right to repurchase, reenter and take possession with respect to the Land (or portion thereof), the Grantor (or its designee) shall pay to the Grantee in cash an amount equal to the actual purchase price paid to the Grantor for the Land (or allocable to such portion thereof). Grantee shall thereupon execute and deliver to Grantor a grant deed transferring to Grantor (or its designee) all of Grantee's interest in the Land (or portion thereof) in its AS-IS, WHERE-IS CONDITION, WITHOUT ANY REPRESENTATIONS OR WARRANTIES. In the event Grantor exercises its repurchase option under this Section 6, such exercise shall constitute Grantor's sole and exclusive remedy on account

of any default of Grantee which gives rise to Grantor's repurchase option hereunder, except that the foregoing limitation on remedies shall not affect the Grantee's indemnity obligations under the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Grant Deed as of the date set forth below.

GRANTOR:

Dated: _____, 2020

THE CITY OF COMPTON,
a municipal corporation

By: _____
Print Name: _____
Title: _____

ATTEST:

_____
Alita Godwin, City Clerk

GRANTEE:

Dated: _____, 2020

OLSON URBAN HOUSING, LLC,
a Delaware limited liability company

By: In Town Living, Inc.
a Delaware corporation
its Managing Member

By: _____
Todd Olson, President of
Community Development

By: _____
Name: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____ before me, _____ 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, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) 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.

_____ Place Notary Seal Above

Signature of Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____ before me, _____ 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, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) 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.

_____ Place Notary Seal Above

Signature of Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF LAND

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

THAT PORTION OF THE 249.89 ACRE PARCEL OF LAND IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS ALLOTTED TO M. KELLER IN THE PARTITION OF THE TAJAUTA RANCHO AS SHOWN ON THE MAP FILED IN CASE NO. 1200 OF THE DISTRICT COURT OF THE 17TH JUDICIAL DISTRICT OF THE STATE OF CALIFORNIA IN AND FOR SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE TWO INCH PIPE SET AT THE NORTHWESTERLY CORNER OF LOT 2 IN TRACT NO. 3626 AS SHOWN ON THE MAP RECORDED IN BOOK 40 PAGE 96 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE NORTH 0° 33' 30" EAST ALONG THE EASTERLY LINE OF CENTRAL AVENUE, AS SHOWN ON LAST MENTIONED MAP, SAID LINE LYING 20.00 FEET EASTERLY OF THE CENTER LINE OF THE EXISTING STREET, A DISTANCE OF 500.85 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 0° 33' 30" EAST 217.15 FEET; THENCE NORTH 89° 35' 35" EAST, PARALLEL WITH THE CENTER LINE OF 134TH STREET, A DISTANCE OF 480.05 FEET; THENCE NORTH 0° 33' 30" EAST, PARALLEL WITH SAID CENTRAL AVENUE, 123.00 FEET TO THE SOUTHERLY LINE OF 134TH STREET, 50 FEET WIDE; THENCE NORTH 89° 35' 35" EAST, ALONG SAID SOUTHERLY LINE OF 134TH STREET, 100.14 FEET TO THE INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND DISTANCE 580.13 FEET EASTERLY, AT RIGHT ANGLES FROM SAID EASTERLY LINE OF CENTRAL AVENUE; THENCE SOUTH 0° 33' 30" WEST ALONG SAID PARALLEL LINE 340.15 FEET TO THE INTERSECTION WITH A LINE PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 2 OF TRACT 3626, THAT PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE SOUTH 89° 35' 35" WEST, 580.19 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PORTION LYING WITHIN CENTRAL AVENUE, AS DEDICATED TO THE CITY OF COMPTON.

A.P.N.: 6145-003-902

EXHIBIT "E"

FORM OF PSA MEMORANDUM

RECORDING REQUESTED BY:

The City of Compton

AND WHEN RECORDED MAIL TO:

The City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Manager

With a copy to:

Richards, Watson & Gershon
355 S. Grand Ave., 40th Floor
Los Angeles, CA 90071
Attn: Jim G. Grayson, Esq.

APN: 6145-003-902

[Space Above This Line For Recorder's Use]

This Memorandum Of Purchase and Sale Agreement is exempt from Recording Fees pursuant to California Government Code Sections 6103 and 27383

MEMORANDUM OF PURCHASE AND SALE AGREEMENT
(1950 N. Central Avenue, Compton, CA)

THIS MEMORANDUM OF PURCHASE AND SALE AGREEMENT (the "**Memorandum of PSA**") is made as of _____, 2020, by and between **THE CITY OF COMPTON**, a municipal corporation (the "**City**"), and **OLSON URBAN HOUSING, LLC,** a Delaware limited liability company (the "**Developer**"), to confirm that the City and the Developer have entered into that certain Purchase and Sale Agreement dated as of _____, 2019 (the "**PSA**"). The PSA imposes certain conditions (including but not limited to, construction requirements, affordable housing requirements, and transfer restrictions) on the real property described in Exhibit "A" attached hereto and incorporated herein (the "**Land**"). The PSA is a public document and may be reviewed at the principal office of the City.

IN WITNESS WHEREOF, the parties have caused this Memorandum of PSA to be duly executed as of the date first above written.

CITY:

THE CITY OF COMPTON,
a municipal corporation

By: _____
Print Name: _____
Title: _____

ATTEST:

_____
Alita Godwin, City Clerk

DEVELOPER:

OLSON URBAN HOUSING, LLC,
a Delaware limited liability company

By: In Town Living, Inc.
a Delaware corporation
its Managing Member

By: _____
Todd Olson, President of
Community Development

By: _____
Name: _____

[SIGNATURES MUST BE DULY ACKNOWLEDGED BY A NOTARY PUBLIC]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____ before me, _____ 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, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) 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.

_____ Place Notary Seal Above

Signature of Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____ before me, _____ 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, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) 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.

_____ Place Notary Seal Above

Signature of Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF LAND

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

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BEGINNING AT THE TWO INCH PIPE SET AT THE NORTHWESTERLY CORNER OF LOT 2 IN TRACT NO. 3626 AS SHOWN ON THE MAP RECORDED IN BOOK 40 PAGE 96 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE NORTH 0° 33' 30" EAST ALONG THE EASTERLY LINE OF CENTRAL AVENUE, AS SHOWN ON LAST MENTIONED MAP, SAID LINE LYING 20.00 FEET EASTERLY OF THE CENTER LINE OF THE EXISTING STREET, A DISTANCE OF 500.85 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 0° 33' 30" EAST 217.15 FEET; THENCE NORTH 89° 35' 35" EAST, PARALLEL WITH THE CENTER LINE OF 134TH STREET, A DISTANCE OF 480.05 FEET; THENCE NORTH 0° 33' 30" EAST, PARALLEL WITH SAID CENTRAL AVENUE, 123.00 FEET TO THE SOUTHERLY LINE OF 134TH STREET, 50 FEET WIDE; THENCE NORTH 89° 35' 35" EAST, ALONG SAID SOUTHERLY LINE OF 134TH STREET, 100.14 FEET TO THE INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND DISTANCE 580.13 FEET EASTERLY, AT RIGHT ANGLES FROM SAID EASTERLY LINE OF CENTRAL AVENUE; THENCE SOUTH 0° 33' 30" WEST ALONG SAID PARALLEL LINE 340.15 FEET TO THE INTERSECTION WITH A LINE PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 2 OF TRACT 3626, THAT PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE SOUTH 89° 35' 35" WEST, 580.19 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PORTION LYING WITHIN CENTRAL AVENUE, AS DEDICATED TO THE CITY OF COMPTON.

A.P.N.: 6145-003-902

EXHIBIT "F"

FORM OF REGULATORY AGREEMENT

RECORDING REQUESTED BY:

The City of Compton

AND WHEN RECORDED MAIL TO:

The City of Compton
205 South Willowbrook Avenue
Compton, CA 90220
Attention: City Manager

With a copy to:

Richards, Watson & Gershon
355 S. Grand Ave., 40th Floor
Los Angeles, CA 90071
Attention: Jim G. Grayson, Esq.

APN: 6145-003-902

[Space Above This Line For Recorder's Use]

This Regulatory Agreement is exempt from Recording Fees pursuant to California Government Code Sections 6103 and 27383

REGULATORY AGREEMENT
(1950 N. Central Avenue, Compton, CA)

THIS REGULATORY AGREEMENT (the "**Restrictions**") is entered into this ____ day of _____, 2020 by and between **OLSON URBAN HOUSING, LLC**, a Delaware limited liability company (the "**Developer**"), and the **CITY OF COMPTON**, a municipal corporation (the "**City**").

RECITALS:

A. Developer and the City have entered into that certain Purchase and Sale Agreement (1950 N. Central Avenue, Compton, CA), dated _____, 2020 (the "**Agreement**"), for the purpose of providing for the development of affordable housing and market rate housing in the City of Compton. Any capitalized term used herein that is not otherwise defined herein shall have the meaning ascribed to such term in the Agreement.

B. Pursuant to the Agreement, the City has conveyed to the Developer certain land located in the City of Compton more particularly described in Exhibit "A" and depicted in Exhibit "B" (the "**Land**"), upon which the Developer intends to construct thirty (30) detached townhomes

(the "**Townhomes**"), four (4) of which (the "**Affordable Units**") shall be restricted for sale to Moderate Income Households at an Affordable Sales Price, as more particularly described herein. **[TO BE PROVIDED BY DEVELOPER]**

C. The Townhomes other than the four Affordable Units (the "Market Rate Units") will not be subject to the requirements of these Restrictions.

D. The Agreement contains certain provisions relating to the use of the Land both before and after completion of such development.

NOW, THEREFORE, THE CITY AND THE DEVELOPER COVENANT AND AGREE AS FOLLOWS:

1. Definitions.

"**Area Median Income**" shall mean the median income for Los Angeles County as annually published by the Department of Housing and Community Development pursuant to California Health and Safety Code Section 50093, or the most closely related successor thereto.

"**Area Median Income adjusted for family size**" shall mean the Area Median Income adjusted for the actual number of persons in the applicable household.

"**Area Median Income adjusted for household size appropriate for the unit**" shall mean the Area Median Income for a household of four persons, unless pertinent federal statutes applicable to the Affordable Unit specify otherwise.

"**Affordable Sales Price**" shall mean a sales price which is established at a level which ensures that the Housing Costs of (a) any Moderate Income Household purchaser who earns not greater than one hundred and ten percent (110%) of the Area Median Income adjusted for family size, is not less than twenty-eight percent (28%) of the Gross Income of the household, nor exceeds the product of thirty-five percent (35%) multiplied by one hundred and ten percent (110%) of the Area Median Income Adjusted for Household Size Appropriate for the Unit, and (b) any Moderate Income Household purchaser whose Gross Income exceeds one hundred and ten percent (110%) of the Area Median Income adjusted for family size, is not less than twenty-eight percent (28%) of the Gross Income of the household and does not exceed the greater of (i) thirty-five percent (35%) of the Gross Income of such purchaser or (ii) the product of thirty-five percent (35%) multiplied by one hundred and ten percent (110%) of the Area Median Income Adjusted for Household Size Appropriate for the Unit.

"**Gross Income**" shall have the meaning ascribed to such term in Section 6914 of Title 25 of the California Code of Regulations, as amended from time to time, and any successor statutes and regulations.

"**Housing Cost**" shall have the meaning ascribed to such term in Section 6920 of Title 25 of the California Code of Regulations, as amended from time to time, and any successor statutes and regulations.

"**Moderate Income Household**" or "**Qualified Purchaser**" shall mean persons and families whose income does not exceed one hundred and twenty percent (120%) of the Area Median Income adjusted for family size.

2. Ownership Housing Requirements. The Developer is required to sell each of the Affordable Units to a Moderate Income Household at an Affordable Sales Price, assuming (i) a reasonable down payment and (ii) a thirty year fixed rate mortgage at prevailing interest rates for similarly situated homes, without providing any vendor/purchase money financing, for use as owner-occupied housing, in accordance with the following restrictions:

(a) Prior to any such sale of an Affordable Unit, the Developer shall submit to the City Manager the proposed location of the Affordable Unit, the proposed sales price, and documentation reasonably demonstrating to the City Manager that the proposed sales price is an Affordable Sales Price, and that the proposed purchaser qualifies as a Moderate Income Household, in accordance with the procedure set forth in Section 3 hereof.

(b) The grant deed from the Developer to any such proposed Moderate Income Household purchaser shall restrict the use of the Affordable Unit to owner-occupancy, and shall restrict subsequent resales of the Affordable Unit to Moderate Income Households, at an Affordable Sales Price, who agree that the use of the Affordable Unit is restricted to owner-occupancy pursuant to and in conformance with the Grant Deed Rider. These restrictions shall continue to apply until the forty-fifth (45th) anniversary of the date of recordation of the grant deed conveying the Affordable Unit from the Developer to a Moderate Income Household purchaser at an Affordable Sales Price in accordance with these Restrictions.

(c) To implement this Section, the Developer agrees to attach the Grant Deed Rider to the grant deed conveying the Affordable Unit to any such proposed Moderate Income Household purchaser substantially in the form attached to these Restrictions as Exhibit "C" ("**Grant Deed Rider**"), which is incorporated herein by this reference.

(d) The Affordable Units shall be the units designated by mutual agreement of the Developer and the City Manager.

(e) The Developer shall commence the marketing of the Affordable Units required hereunder to eligible purchasers and shall use good faith efforts to designate and sell the Affordable Units as early as practicable. The City shall assist the Developer in the marketing of the Affordable Units by providing Developer the names and contact information of eligible purchasers on the City's homebuyer interest list.

(f) All construction and sales of Affordable Units as required hereunder and under the Agreement shall be in compliance with the requirements for affordable housing units for low or moderate income persons pursuant to paragraph (5) of subdivision (e) of Section 33334.2 of the Health and Safety Code.

(g) Developer shall not rent any of the Affordable Units without the prior written consent of the City, which consent may be granted or withheld in the sole and absolute discretion of the City.

3. Method of Initial Sale of Affordable Units.

A. Procedures to Notify City.

(i) Notice of Proposed Sale. For each Affordable Unit proposed to be sold by the Developer, the Developer shall notify the City Manager in writing to that effect not less than thirty (30) days prior to the anticipated closing date, and shall provide such information as the City may reasonably require regarding the proposed Qualified Purchaser. The writing (hereinafter referred to as the "**Notice of Intended Sale**") shall state the street address of the Affordable Unit, the name(s) and existing address of the proposed Qualified Purchaser, and the terms of the proposed documentation reasonably demonstrating to the City Manager that the proposed sales price is an Affordable Sales Price , and that the proposed purchaser qualifies as a Moderate Income Household. The Notice of Intended Sale, together with the City required information, shall be personally delivered or deposited into the U.S. mail, postage prepaid, first class, certified mail, return receipt requested, addressed to:

CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90622-5009
Attn: City Manager

(ii) Submission of Additional Information. The City Manager may at any time after the submission of the Notice of Intended Sale request the Developer or the proposed Qualified Purchaser to provide additional information regarding the proposed Qualified Purchaser and/or the proposed transaction for the sale of the Affordable Unit, and the Developer and/or Qualified Purchaser shall supply such information as soon as possible.

(iii) Assumption of Obligations to City. If the City Manager determines that the proposed purchaser is a Qualified Purchaser, and the proposed terms of sale result in an Affordable Sales Price, the City shall allow the sale of the Affordable Unit subject to these Restrictions, which shall be deemed to have been assigned to and assumed by the proposed Qualified Purchaser pursuant to and in conformance with the Grant Deed Rider.

B. Disposition of the Subject Land Contrary to These Restrictions. If the Developer disposes of any portion of the Land contrary to these Restrictions, the City shall at any time thereafter, have all rights and remedies available to it as described in the Agreement or otherwise available to it at law and in equity and may seek enforcement of the terms and conditions hereof in any manner allowed by law or equity.

C. Disposition of Market Rate Units. The Developer may sell the Market Rate Units without complying with the procedures set forth in these Restrictions. Upon request of the Developer, the City shall furnish to the Developer a release or such other documentation as may be necessary to confirm that a Market Rate Unit is not subject to these Restrictions.

4. Terms of Purchase. The following provisions shall also apply to the initial sale of each of the Affordable Units by Developer:

A. Escrow. The Developer acknowledges and agrees that the percentage amount of any deposit required pending close of escrow shall not exceed that customarily required

for the purchase of newly constructed residential units in Los Angeles County at the time of the escrow. Closing costs shall be allocated between buyer and seller according to the customary practices in Los Angeles County in effect at the time of an offer to purchase by a Qualified Purchaser. The Developer shall agree to reasonable terms of sale that are consistent with promoting the purpose of these Restrictions.

B. Conditions to Close of Escrow. The purchase agreement and escrow instructions for the purchase of an Affordable Unit from the Developer may provide for conditions or contingencies of the type or nature commonly included within purchase agreements and escrow instructions for the purchase of new homes (including, but not limited to, financing contingencies, inspection rights, and preliminary title report approvals), provided that the escrow period shall be not less than sixty days from the date of the purchase agreement. The Qualified Purchaser's qualifications are subject to prior review and approval by the City.

C. Purchase Price. The purchase price paid by the Qualified Purchaser shall not exceed an Affordable Sales Price.

5. Maintenance. Until the sale of an Affordable Unit, the Developer shall maintain the Affordable Unit in compliance with all applicable housing quality standards, and all applicable local code requirements, and shall keep the Land free from any unreasonable accumulation of debris or waste materials. The Developer shall also maintain in a healthy condition any landscaping required to be planted pursuant to the Scope of Development.

6. Non Discrimination and Non Segregation Clauses. Developer shall refrain from restricting the sale of Affordable Units on the basis of race, color, religion, sex, marital status, disability, ancestry or national origin of any person. All deeds or contracts shall contain or be subject to substantially the following nondiscrimination or non-segregation clauses:

(a) In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

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

12955 of the Government Code shall apply to the immediately preceding paragraph."

(b) In contracts: "There shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, transfer, use, occupancy, tenure, or enjoyment of the premises which are the subject of the Agreement, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

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

7. The covenants established in these Restrictions and any amendments hereto approved by the City and Developer shall, without regard to technical classification and designation, be binding for the benefit and in favor of City, and its successors and assigns.

8. City is deemed to be the beneficiary of the terms and provisions of these Restrictions and the covenants herein, both for and in its own right and for the purposes of protecting the interests of the community and other parties, public or private, for whose benefit these Restrictions and the covenants running with the land have been provided. City shall have the right if the covenants are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of these Restrictions and covenants are entitled.

9. The covenants and agreements contained herein shall run with the land and not be personal obligations of Developer. Upon the sale, conveyance or other transfer of an Affordable Unit ("**Transfer**") in accordance with the requirements of these Restrictions, Developer's liability for performance with respect to the transferred Affordable Unit shall be terminated as to any obligation to be performed hereunder after the date of such Transfer.

10. In connection with a sale of an Affordable Unit and in accordance with these Restrictions and recordation of the Grant Deed Rider in the form attached hereto as Exhibit "C", these Restrictions shall cease to apply to the applicable Affordable Unit that is the subject of such sale, and City shall execute a release of these Restrictions from that Affordable Unit.

11. The provisions of these Restrictions shall be deemed independent and severable, and a determination of invalidity or partial invalidity or unenforceability of any one provision or portion hereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provisions hereof.

12. These Restrictions may be executed in one or more counterparts, each of which shall be deemed as original but all of which together shall constitute one and the same instrument.

13. These Restrictions shall be governed by, construed, and enforced in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the City and the Developer have executed these Restrictions as of the date on the date set forth herein above.

CITY:

CITY OF COMPTON,
a municipal corporation

By: _____
Craig J. Cornwell, City Manager

ATTEST:

By: _____
Alita Godwin, City Clerk

DEVELOPER:

OLSON URBAN HOUSING LLC,
a Delaware limited liability company

By: In Town Living, Inc.,
a Delaware corporation
its Managing Member

By: _____
Todd Olson, President of
Community Development

By: _____
Name: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____ before me, _____ 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, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) 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.

_____ Place Notary Seal Above

Signature of Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____ before me, _____ 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, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) 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.

_____ Place Notary Seal Above

Signature of Notary Public

EXHIBIT A TO REGULATORY AGREEMENT

LEGAL DESCRIPTION

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

THAT PORTION OF THE 249.89 ACRE PARCEL OF LAND IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS ALLOTTED TO M. KELLER IN THE PARTITION OF THE TAJAUTA RANCHO AS SHOWN ON THE MAP FILED IN CASE NO. 1200 OF THE DISTRICT COURT OF THE 17TH JUDICIAL DISTRICT OF THE STATE OF CALIFORNIA IN AND FOR SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE TWO INCH PIPE SET AT THE NORTHWESTERLY CORNER OF LOT 2 IN TRACT NO. 3626 AS SHOWN ON THE MAP RECORDED IN BOOK 40 PAGE 96 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE NORTH 0° 33' 30" EAST ALONG THE EASTERLY LINE OF CENTRAL AVENUE, AS SHOWN ON LAST MENTIONED MAP, SAID LINE LYING 20.00 FEET EASTERLY OF THE CENTER LINE OF THE EXISTING STREET, A DISTANCE OF 500.85 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 0° 33' 30" EAST 217.15 FEET; THENCE NORTH 89° 35' 35" EAST, PARALLEL WITH THE CENTER LINE OF 134TH STREET, A DISTANCE OF 480.05 FEET; THENCE NORTH 0° 33' 30" EAST, PARALLEL WITH SAID CENTRAL AVENUE, 123.00 FEET TO THE SOUTHERLY LINE OF 134TH STREET, 50 FEET WIDE; THENCE NORTH 89° 35' 35" EAST, ALONG SAID SOUTHERLY LINE OF 134TH STREET, 100.14 FEET TO THE INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND DISTANCE 580.13 FEET EASTERLY, AT RIGHT ANGLES FROM SAID EASTERLY LINE OF CENTRAL AVENUE; THENCE SOUTH 0° 33' 30" WEST ALONG SAID PARALLEL LINE 340.15 FEET TO THE INTERSECTION WITH A LINE PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 2 OF TRACT 3626, THAT PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE SOUTH 89° 35' 35" WEST, 580.19 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PORTION LYING WITHIN CENTRAL AVENUE, AS DEDICATED TO THE CITY OF COMPTON.

A.P.N.: 6145-003-902

EXHIBIT "B" TO REGULATORY AGREEMENT

DIAGRAM/SITE PLAN

(Attached)

[TO BE PROVIDED BY DEVELOPER IN FUTURE]

EXHIBIT C TO REGULATORY AGREEMENT

Form of Grant Deed Rider to be used by Developer
In Connection with a Sale of an Affordable Unit
To Qualified Moderate Income Household Purchaser

GRANT DEED RIDER
(AFFORDABLE HOUSING DEED RESTRICTIONS)

Grantee, by acceptance and recordation of this Grant Deed Rider, expressly accepts, covenants, and agrees to be bound by and assume performance of all the applicable provisions and requirements set forth in this Grant Deed Rider, the provisions and requirements of which are acknowledged by Grantee to be reasonable, and which are incorporated in [this] Grant Deed by this reference, and this grant is expressly conditioned upon the performance of such provisions to be performed by Grantee. The use for which the Subject Property is intended is owner-occupied residential, and the restrictions on its use and subsequent transfer are fully set forth in this Grant Deed Rider, to which [the] Grant Deed is expressly made subject.

1. Affordable Housing Restrictions. The grant made by the Grant Deed is conditioned upon and subject to the following terms, conditions, covenants and restrictions of this Grant Deed Rider:

(a) Grantee will use and occupy the residential unit (i.e., the Subject Property) as Grantee's principal place of residence immediately upon the close of escrow and shall continue to so use and occupy the Subject Property for the duration of Grantee's ownership of the Subject Property. Grantee shall not lease or rent the Subject Property for any reason. Grantee shall devote and continuously maintain the Subject Property as a 3-bedroom residential dwelling unit affordable for "Qualified Purchaser(s)" (as hereinafter defined) until 12:01 A.M. on the day immediately succeeding the forty-fifth (45th) anniversary of the date of recordation of the Grant Deed by which the Subject Property is initially conveyed by Grantor to Grantee.

(b) If, during the duration of his/her/their ownership, Grantee shall fail to use and occupy the Subject Property as his/her/their principal place of residence, the City of Compton (the "**City**"), at its option, shall have the right to purchase the Subject Property upon the payment to Grantee of the lesser of (i) the then fair market value of the Subject Property, as determined by an appraisal obtained by the City, or (ii) an amount which is an "Affordable Sales Price" (as that term is defined in this Grant Deed Rider), subject to the Minimum Resale Amount set forth in Section 2(C) hereof. The City shall exercise its option to purchase the Subject Property by written notice to Grantee within thirty (30) days after providing Grantee written notice of the default that entitles City to the option, and shall close escrow on the purchase of the Subject Property within sixty (60) days after the date of the notice of exercise of the Option. If City does not timely exercise its option, such option rights shall expire with respect to the default that entitled City to the option. The purchase price payable by City shall be applied first to pay off the unpaid principal balance of any first trust deed loan or any other encumbrance secured by a lien on the Subject Property upon such sale to the City (plus any interest or other sums due and payable thereon); and

(c) The provisions of the foregoing subparagraphs (a) and (b) and this subparagraph (c) shall terminate and become void automatically at 12:01 A.M. on the day immediately succeeding the forty-fifth (45th) anniversary of the date of the recordation of the Grant Deed which the Subject Property is initially conveyed by Grantor to Grantee, and the same shall constitute and be construed as covenants which shall run with the land.

(d) There shall be no discrimination against or segregation of any person, or group of persons on account of race, color, religion, disability, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Subject Property hereby conveyed. Any owner of the Subject Property and all persons claiming under or through the owner shall not establish or permit any such practice or practices of discrimination against or segregation of, any person or group of persons on account of race, color, religion, disability, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Subject Property, nor shall Grantee itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sub-tenants, sub-lessees, or vendees in the Subject Property. The foregoing covenants shall run with the land in perpetuity. Each Owner of the Subject Property shall not be responsible for violations of this subparagraph (d) occurring after it has no interest in the Subject Property.

(e) All covenants without regard to technical classification or designation shall be binding for the benefit of City and such covenants shall run in favor of City for the entire period during which such covenants shall be in force and effect, without regard to whether City is or remains an owner of any land or interest therein to which such covenants relate. City, in the event of any breach of any such covenant, shall have the right to exercise all the rights and remedies, and to maintain any action at law or suits in equity or other proper proceedings to enforce the curing of such breach.

(f) In accepting the Grant Deed, the undersigned Grantee understands and acknowledges that the Subject Property is being sold to Grantee at a purchase price that is below the fair market value of the Subject Property as the result of terms and conditions contained in that Purchase and Sale Agreement dated as of _____, 2020 between City and Grantor (referred to as the "**Agreement**"), so as to make the Subject Property "affordable" to Grantee. In return for and in consideration of the opportunity for Grantor to sell and Grantee to purchase the Subject Property under the above-referenced terms, conditions, covenants and restrictions, and for other good and valuable consideration, the receipt and legal sufficiency of which the undersigned hereby acknowledges, Grantee, on behalf of himself, herself, or themselves and with the express intent to bind all those defined as "Owner" as hereinafter defined, hereby agrees to comply with all of the requirements of this Grant Deed Rider.

(g) For purposes of this Grant Deed Rider, the following terms shall have the following definitions:

"**Area Median Income**" shall mean the median income for Los Angeles County as annually published by the Department of Housing and Community Development pursuant to California Health and Safety Code Section 50093, or the most closely related successor thereto.

"**Area Median Income adjusted for family size**" shall mean the Area Median Income adjusted for the actual number of persons in the applicable household.

"**Area Median Income adjusted for household size appropriate for the unit**" shall mean the Area Median Income for a household of four persons, unless pertinent federal statutes applicable to the Affordable Unit specify otherwise.

"**Affordable Sales Price**" shall mean a sales price which is established at a level which ensures that the Housing Costs of (a) any Moderate Income Household purchaser who earns not greater than one hundred and ten percent (110%) of the Area Median Income adjusted for family size, is not less than twenty-eight percent (28%) of the Gross Income of the household, nor exceeds the product of thirty-five percent (35%) multiplied by one hundred and ten percent (110%) of the Area Median Income Adjusted for Household Size Appropriate for the Unit, and (b) any Moderate Income Household purchaser whose Gross Income exceeds one hundred and ten percent (110%) of the Area Median Income adjusted for family size, is not less than twenty-eight percent (28%) of the Gross Income of the household and does not exceed the greater of (i) thirty-five percent (35%) of the Gross Income of such purchaser or (ii) the product of thirty-five percent (35%) multiplied by one hundred and ten percent (110%) of the Area Median Income Adjusted for Household Size Appropriate for the Unit.

"**Gross Income**" shall have the meaning ascribed to such term in Section 6914 of Title 25 of the California Code of Regulations, as amended from time to time, and any successor statutes and regulations.

"**Housing Cost**" shall have the meaning ascribed to such term in Section 6920 of Title 25 of the California Code of Regulations, as amended from time to time, and any successor statutes and regulations.

"**Moderate Income Household**" or "**Qualified Purchaser**" shall mean persons and families whose income does not exceed one hundred and twenty percent (120%) of the Area Median Income adjusted for family size.

"**Owner**" shall mean and include the undersigned Grantee and any or all successors in interest (whether voluntary or involuntary), transferees, assigns, heirs, executors, or administrators of the undersigned.

2. Method of Sale.

A. Notice of Proposed Sale. If at any time during the duration of this Grant Deed Rider, the Owner desires or elects to sell, transfer, convey, assign or otherwise dispose of the Subject Property ("dispose"), the Owner in such event is required to do so only to a Qualified Purchaser and is required to dispose of the Subject Property to such Qualified Purchaser in its entirety. If the Owner of the Subject Property desires to dispose of the Subject Property, the Owner shall notify City Manager in writing to that effect not less than thirty (30) days prior to the anticipated closing date and shall provide such information as City may reasonably require regarding the proposed Qualified Purchaser. That writing (hereinafter referred to as the "**Notice of Intended Sale**") shall state the street address of the Subject Property, the Owner's name(s), the

name(s) and existing address of the proposed Qualified Purchaser, and the terms of the proposed transaction, including the proposed purchase price, and documentation reasonably demonstrating to City Manager (or his or her designee) that the proposed purchase price will result in an Affordable Sales Price, and that the proposed purchaser qualifies as a Moderate Income Household. The Notice of Intended Sale, together with the City-required information shall be personally delivered or deposited into the U.S. mail, postage prepaid, first class, certified mail, return postage prepaid, first class, certified mail, return receipt requested, addressed to:

CITY OF COMPTON
205 South Willowbrook Avenue
Compton, CA 90220
Attn: City Manager

B. Submission of Additional Information. Representatives of City may at any time after the submission of the Notice of Intended Sale request the Owner or the proposed Qualified Purchaser to provide additional information regarding the proposed Qualified Purchaser and/or the proposed transaction for the disposal of the Subject Property, and the Owner and/or Qualified Purchaser shall supply such information as soon as practicable.

C. City Approval of Sale of Subject Property. If City determines that the proposed purchaser is a Qualified Purchaser, and the proposed terms of sale make the sale price an Affordable Sales Price, City shall allow the disposition of the Subject Property subject to this Grant Deed Rider which shall be deemed to have been assigned to and assumed by the proposed Qualified Purchaser pursuant to and in conformance with the provisions hereof.

D. Notice of Default Under Deed of Trust. The Owner covenants to cause to be filed in the office of the Recorder of the County of Los Angeles a request for a copy of any notice of sale or notice of default under any deed of trust with power of sale encumbering the Subject Property or any part thereof. Such request shall specify that any such notice shall be mailed to:

CITY OF COMPTON
205 South Willowbrook Avenue
Compton, CA 90220
Attn: City Manager

E. Disposition of the Subject Property Contrary to Grant Deed Rider. If the Owner disposes of the Subject Property contrary to this Grant Deed Rider, City shall at any time thereafter, at its election, have the right to declare such disposition or other act null and void and/or seek enforcement of the terms and conditions hereof in any manner allowed by law or equity.

3. Terms of Purchase. Upon sale of the Subject Property, the following provisions shall govern:

A. Escrow. The Owner acknowledges and agrees that the percentage amount of any deposit required pending close of escrow shall not exceed that customarily required for the purchase of residential units in Los Angeles County, California at the time of the escrow. Closing

costs shall be allocated between buyer and seller according to the customary practices in Los Angeles County in effect at the time of an offer to purchase by a Qualified Purchaser. The Owner shall agree to reasonable terms of sale that are consistent with promoting the purpose of Grant Deed Rider.

B. Condition to Close of Escrow. The purchase agreement and escrow instructions may provide for conditions or contingencies of the type or nature commonly included within residential purchase escrows to the obligation of the purchaser to purchase the Subject Property from the then Owner (including, but not limited to, financing contingencies, inspection rights, and preliminary title report approvals), provided that such purchase agreement and escrow instructions shall provide for an escrow period of at least sixty (60) days. The Qualified Purchaser's qualifications are subject to review and approval by City.

C. Purchase Price. Owner shall have the right to sell the Subject Property to another Qualified Purchaser, for an Affordable Sales Price, for use as owner occupied housing, upon terms and conditions that are in accordance with the following restrictions:

Prior to any such resale of the Subject Property, Owner shall provide Notice of Intended Sale to City, as provided in Paragraph 2.A, above.

The Grant Deed from Owner to any such proposed purchaser shall restrict the use of the Subject Property to owner-occupancy, and shall restrict subsequent resales of the Subject Property to Qualified Purchasers, at an Affordable Sales Price, who agree to occupy the Subject Property as their principal place of residence. This restriction shall continue to apply until the date set forth in Section 1 hereof.

Notwithstanding the requirement herein that the resale price of the Subject Property must be at an Affordable Sales Price, Owner shall not be prohibited by this Grant Deed Rider from obtaining a resale price (whether the sale is to a Qualified Purchaser or to City) which recovers the sum of Owner's original purchase price for the Subject Property, plus Owner's reasonable costs of sale of the Subject Property, plus the reasonable costs of improvements made to the Subject Property by Owner (the "**Minimum Amount**").

To implement this Paragraph 3, Owner agrees that the grant deed conveying the Subject Property to any such proposed Qualified Purchaser shall provide that the grant of the Subject Property is subject to the terms of this Grant Deed Rider.

4. Limits on Liability. City shall not be liable to the Owner or become obligated in any manner to the Owner by reason of the enforcement of this Grant Deed Rider, nor shall City be in any way obligated or liable to the Owner for any failure of any Qualified Purchaser to consummate a purchase of the Subject Property or to comply with the terms of any agreement of escrow for the sale of the Subject Property. Only the purchaser executing a purchase agreement or escrow instruction shall be liable to the Owner pursuant to the terms of any such agreement or escrow instructions. City shall not be liable or responsible for any defect in the condition of the Subject Property of whatever nature and the Owner agrees to release City from any such liability and/or responsibility and further agrees to hold City harmless from any claim or cause of action brought by third parties arising out of any such defect.

5. Transfers and Conveyances. Until such time as this Grant Deed Rider is released by City or expires, the Subject Property and any interest in title thereto shall not be disposed of or rented to any person or entity except with the express written consent of City (except for Permitted Transfers, as provided in Paragraph 6, or Permitted Encumbrances, as provided in Paragraph 7, which do not require the consent of City). Owner acknowledges that its purchase of the Subject Property is being assisted with assistance made available by City, which is available exclusively for the purpose of increasing, improving or preserving the community's supply of Moderate Income Household housing, in accordance with applicable state and federal laws, and that City's purpose in restricting the disposition of the Subject Property is to ensure that the Subject Property remains part of City's affordable housing inventory. In light of these purposes, City shall not unreasonably withhold, condition or delay approval of a request by Owner to dispose of the Subject Property, and shall approve sales to Qualified Purchasers, as defined herein, in accordance with and subject to the terms and conditions of this Grant Deed Rider, and any disposition of the Subject Property reasonably requested by Owner as the result of extreme hardship, determined by City in its sole and absolute discretion. Any request for the consent of City to a transfer or disposition of the Subject Property shall be in writing, and City shall approve or disapprove such request, in writing, within thirty (30) days after its receipt of Owner's written request. Any transfer or disposition of the Subject Property without the express written consent of City shall be null and void and City shall have the right to seek judicial enforcement hereof. Owner shall use and occupy the Subject Property as his or her principal place of residence immediately upon the close of escrow and shall continue to so use and occupy the Subject Property for the duration of the Owner's ownership thereof, except as provided in this Paragraph 5.

6. Permitted Transfers. The following transfers of title or any interest therein shall not require the prior written consent of City: transfer by gift, devise or inheritance to the Owner's spouse or issue; the taking of title by a surviving joint tenant; the transfer of title to a spouse in connection with a divorce or dissolution proceeding; acquisition of title or interest therein in conjunction with marriage; provided, however, that the covenants contained in and the restrictions imposed upon the Owner and the Subject Property by Grant Deed (including this Grant Deed Rider shall continue to encumber and run with the title to the Subject Property following any such transfer.

7. Permitted Encumbrances; Termination Upon Foreclosure. Notwithstanding Paragraph 5, deeds of trusts or any other form of conveyance required for any reasonable method of financing are permitted to be recorded against title to the Subject Property, but only for the purpose of securing loans to be used for financing the acquisition of the Subject Property. (Such deed of trust or other security instrument shall be referred to herein as a "**Deed of Trust**" and the holder thereof shall be referred to as a "**Beneficiary**"). City agrees that the terms, conditions, covenants and restrictions herein contained shall be subject and subordinate to the rights of Beneficiary under any such Deed of Trust and shall automatically terminate if title to the Subject Property is transferred by foreclosure or deed in lieu of foreclosure.

8. Runs with the Land. Unless otherwise provided by the terms herein, all of the terms and provisions of this Grant Deed Rider constitute covenants which shall run with the Subject Property, shall further and independently constitute an encumbrance upon the Subject Property, and shall be binding upon the Owner, the Owner's heirs, executors, administrators, successors, transferees and assigns, and all parties having or acquiring any right, title or interest in or to any

part of the Subject Property. As long this Grant Deed Rider has not expired, any attempt to transfer title to any interest in the Subject Property in violation of this Grant Deed Rider shall be voidable at the election of City.

9. Acceptance of Terms by Owner. By acceptance of this Grant Deed Rider, the Owner accepts and agrees to be bound by all of the covenants and restrictions contained in this Grant Deed Rider and further acknowledges receipt of and agrees to be bound by all of the terms and provisions of this Grant Deed Rider.

10. Terms of Restriction. The provisions of this Grant Deed Rider shall terminate and become void automatically at 12:01 A.M. on the day immediately succeeding the forty-fifth (45th) anniversary of the date of the recordation of the Grant Deed by which the Subject Property is initially conveyed by Grantor to Grantee.

11. Miscellaneous Provisions.

A. Independent and Severable Provisions. In the event that any provision of this Grant Deed Rider is held by a court of competent jurisdiction to be unenforceable or invalid, such holding shall not render unenforceable any other provision hereof, each provision hereof being expressly severable and independently enforceable to the fullest extent permitted by law.

B. Further Assurances and Restrictions. Grantee covenants that upon the request of City, he, she or they will execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and agreements and do such further acts as may be necessary, desirable or proper to carry out more effectively the purpose of this Grant Deed Rider and other instruments required hereunder, and upon the sale or other transfer of an interest in the Subject Property, the Grantee shall cause the purchaser or transferee to execute and acknowledge a Grant Deed Rider in a form acceptable to City, which shall be attached to a grant deed by which the Owner coveys title to the Subject Property.

C. Captions and Paragraph Headings. Captions and paragraph headings used herein are for convenience only and shall not be used in construing this Attachment.

D. Waiver. No waiver by City of any breach by the Owner of any covenant, restriction or condition herein contained shall be effective unless such waiver is in writing, signed by City and delivered to the undersigned. The waiver by City of any such breach or breaches, or the failure by City to exercise any right or remedy in any such breach or breaches, shall not constitute a waiver or relinquishment for the future of any such covenant or condition nor bar any right or remedy of City in respect of any such subsequent breach.

12. City as Third-Party Beneficiary. The City is hereby designated a third-party beneficiary under this Grant Deed Rider with the right to enforce the terms, conditions, covenants and restrictions herein contained.

By signature herein below, Grantee hereby accepts and approves the foregoing, agrees to be bound by the provisions of this Grant Deed and the Attachment thereto, and grants to City such powers and rights that are set forth in this Grant Deed Rider.

"GRANTEE"

Date: _____ _____

_____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____ before me, _____ 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, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) 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.

_____ Place Notary Seal Above

Signature of Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____ before me, _____ 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, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) 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.

_____ Place Notary Seal Above

Signature of Notary Public

EXHIBIT "G"

FORM OF NOTICE OF AFFORDABILITY RESTRICTIONS

(Attached)

RECORDING REQUESTED BY:

City of Compton

AND WHEN RECORDED MAIL TO:

City of Compton
205 South Willowbrook Avenue
Compton, California 990220
Attn: City Manager

With a copy to:

Richards, Watson & Gershon
355 S. Grand Ave., 40th Floor
Los Angeles, CA 90071
Attn: Jim G. Grayson, Esq.

APN: 6145-003-902

SPACE ABOVE THIS LINE FOR RECORDER'S USE

FREE RECORDING REQUESTED PURSUANT TO GOVERNMENT CODE §6103

NOTICE OF AFFORDABILITY RESTRICTIONS ON TRANSFER OF PROPERTY

IMPORTANT NOTICE TO OWNERS, PURCHASERS, TENANTS, LENDERS, BROKERS, ESCROW AND TITLE COMPANIES, AND OTHER PERSONS, REGARDING AFFORDABLE HOUSING RESTRICTIONS ON THE REAL PROPERTY DESCRIBED IN THIS NOTICE: RESTRICTIONS HAVE BEEN RECORDED WITH RESPECT TO THE PROPERTY DESCRIBED BELOW WHICH RESTRICT FOUR (4) OF THE TOWNHOMES AS DESCRIBED BELOW.

This NOTICE OF AFFORDABILITY RESTRICTIONS (the "**Notice**"), is dated as of _____, ___, 2020, and is executed by **OLSON URBAN HOUSING, LLC**, a Delaware limited liability company ("**Owner**"), whose address is 3010 Old Ranch Parkway, Suite 100, Seal Beach. CA 90740, and by the **CITY OF COMPTON**, a municipal corporation ("**City**") in connection with that certain Regulatory Agreement between Owner and the City dated substantially concurrently herewith and recorded in the Official Records of Los Angeles County substantially concurrently herewith (the "**Regulatory Agreement**").

RECITALS

A. Owner owns the land located at 1950 N. Central Avenue described on Exhibit "A" in the City of Compton, State of California and the improvements thereon (the "**Property**").

B. Owner and City are entering into the Regulatory Agreement substantially concurrently herewith.

C. Capitalized terms used herein but not defined shall have the meaning set forth as described in the Regulatory Agreement.

TERMS OF NOTICE

1. Requirement for Recorded Notice. This Notice is being executed and recorded pursuant to California Health and Safety Code Section 33334.3(f)(3)(B).

2. Regulatory Agreement. This Notice is being recorded substantially concurrently with the recordation of the Regulatory Agreement, which is incorporated herein by reference.

3. Summary of Affordability Restrictions; Term. The Regulatory Agreement restricts four (4) of the townhomes (the "**Affordable Units**") for sale to Moderate Income Households (as defined in the Regulatory Agreement) at an Affordable Sales Price (as defined in the Regulatory Agreement) for (45) years from the date of recordation of the grant deed conveying the Affordable Unit from Owner to a Moderate Income Household at an Affordable Sales Price.

This Notice does not contain a full description of the details of all of the terms and conditions of the Affordable Housing Restrictions. You will need to obtain and read the Regulatory Agreement to fully understand the restrictions and requirements which apply to the Property. In the event of any conflict between the terms of this Notice and the terms of the Regulatory Agreement, the terms of the Regulatory Agreement shall control.

IN WITNESS WHEREOF, this Notice has been executed and made effective on the day and year first above written.

CITY:

CITY OF COMPTON,
a municipal corporation

By: _____
Craig J. Cornwell, City Manager

OWNER:

OLSON URBAN HOUSING, LLC,
a Delaware limited liability company

By: In Town Living, Inc.,
a Delaware corporation
its Managing Member

By: _____
Todd Olson, President of
Community Development

By: _____
Name: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, before me, _____
_____,
(insert name and title of the officer)

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.

Signature_____ (Seal)

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

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, before me, _____,
(insert name and title of the officer)

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.

Signature_____ (Seal)

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

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, before me, _____,
(insert name and title of the officer)

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.

Signature_____ (Seal)

EXHIBIT "A"

LEGAL DESCRIPTION OF LAND

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

THAT PORTION OF THE 249.89 ACRE PARCEL OF LAND IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS ALLOTTED TO M. KELLER IN THE PARTITION OF THE TAJAUTA RANCHO AS SHOWN ON THE MAP FILED IN CASE NO. 1200 OF THE DISTRICT COURT OF THE 17TH JUDICIAL DISTRICT OF THE STATE OF CALIFORNIA IN AND FOR SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE TWO INCH PIPE SET AT THE NORTHWESTERLY CORNER OF LOT 2 IN TRACT NO. 3626 AS SHOWN ON THE MAP RECORDED IN BOOK 40 PAGE 96 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE NORTH 0° 33' 30" EAST ALONG THE EASTERLY LINE OF CENTRAL AVENUE, AS SHOWN ON LAST MENTIONED MAP, SAID LINE LYING 20.00 FEET EASTERLY OF THE CENTER LINE OF THE EXISTING STREET, A DISTANCE OF 500.85 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 0° 33' 30" EAST 217.15 FEET; THENCE NORTH 89° 35' 35" EAST, PARALLEL WITH THE CENTER LINE OF 134TH STREET, A DISTANCE OF 480.05 FEET; THENCE NORTH 0° 33' 30" EAST, PARALLEL WITH SAID CENTRAL AVENUE, 123.00 FEET TO THE SOUTHERLY LINE OF 134TH STREET, 50 FEET WIDE; THENCE NORTH 89° 35' 35" EAST, ALONG SAID SOUTHERLY LINE OF 134TH STREET, 100.14 FEET TO THE INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND DISTANCE 580.13 FEET EASTERLY, AT RIGHT ANGLES FROM SAID EASTERLY LINE OF CENTRAL AVENUE; THENCE SOUTH 0° 33' 30" WEST ALONG SAID PARALLEL LINE 340.15 FEET TO THE INTERSECTION WITH A LINE PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 2 OF TRACT 3626, THAT PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE SOUTH 89° 35' 35" WEST, 580.19 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PORTION LYING WITHIN CENTRAL AVENUE, AS DEDICATED TO THE CITY OF COMPTON.

A.P.N.: 6145-003-902

EXHIBIT "H"

FORM OF SUBORDINATION AGREEMENT

[TO BE DISCUSSED]

RECORDING REQUESTED BY:

The City of Compton

AND WHEN RECORDED MAIL TO:

_____
_____
_____
_____
Attention: _____
Loan No.: _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

This Subordination Agreement is exempt from Recording Fees pursuant to California Government Code Sections 6103 and 27383

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR RIGHTS IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION AGREEMENT (this "**Agreement**") is made as of _____, 2020 by and between **OLSON URBAN HOUSING, LLC**, a Delaware limited liability company, owner of the real property hereinafter described ("**Developer**"), and the **CITY OF COMPTON**, a municipal corporation ("**City**"), in favor of _____, as Administrative Agent (collectively with its successors or assigns, "**Administrative Agent**"), for its benefit and the benefit of the Lenders (as defined in the Security Instrument referred to below).

RECITALS

A. Pursuant to the terms and provisions of that certain Purchase and Sale Agreement dated as of _____, 2020, executed by **OLSON URBAN HOUSING, LLC,** a Delaware limited liability company ("**Developer**"), (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the "**PSA**"), a memorandum of which was recorded on _____, 2020 in the Official Records of the County of Los Angeles, State of California, as Document No. _____, certain conditions (including but not

limited to, construction requirements, operating covenants, and transfer restrictions) were imposed on the real property described on the Exhibit "A" attached hereto (which property, together with all improvements now or hereafter located on the property, is hereinafter referred to as the "**Property**").

B. Developer has executed, or proposes to execute, that certain Construction Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement, and Fixture Filing (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the "**Security Instrument**") securing, among other things, one or more Revolving Notes or Swingline Notes (as each may be amended, restated, supplemented, increased, replaced or otherwise modified from time to time, collectively, the "**Note**") in the aggregate principal amount of Twenty-Five Million Dollars ($25,000,000.00) (collectively, and as the same may be increased, the "**Loan**"), executed by Developer and payable to the order of Lenders. The Security Instrument is to be recorded concurrently herewith.

C. As a condition to Administrative Agent and Lenders continuing to make the Loan secured by the Security Instrument, Administrative Agent and Lenders require that the Security Instrument be unconditionally and at all times remain a lien or charge upon the Property, prior and superior to all the rights of City under the PSA, the Grant Deed (as defined in the PSA), the PSA Memorandum (as defined in the PSA) and the Regulatory Agreement (as defined in the PSA), and that City specifically and unconditionally subordinate its rights under the PSA, the Grant Deed, the PSA Memorandum and the Regulatory Agreement to the lien or charge of the Security Instrument.

D. Developer and City agree to the subordination in favor of Administrative Agent, for its benefit and the benefit of Lenders.

NOW THEREFORE, for valuable consideration and to induce Administrative Agent and Lenders to continue to make the Loan, Developer and City hereby agree for the benefit of Administrative Agent, for its benefit and the benefit of Lenders, as follows:

1. **Subordination**. Developer and City hereby agree that:

1.1. **Prior Lien**. The Security Instrument securing the Note in favor of Lenders, and any modifications, renewals or extensions thereof, shall unconditionally be and at all times remain a lien on the Property prior and superior to the PSA and the Regulatory Agreement;

1.2. **Subordination**. Administrative Agent and Lenders would not continue to make the Loan without this agreement to subordinate; and

1.3. **Whole Agreement**. This Agreement shall be the whole agreement with regard to the subordination of the PSA and the Regulatory Agreement to the lien of the Security Instrument and shall supersede and cancel, but only insofar as would affect the priority of the Security Instrument, any prior agreements as to such subordination, including, without limitation, those provisions, if any, contained in the PSA and/or Regulatory Agreement which provide for the subordination of the PSA and/or Regulatory Agreement to a deed or deeds of trust or to a mortgage or mortgages.

CITY FURTHER DECLARES, AGREES AND ACKNOWLEDGES FOR THE BENEFIT OF ADMINISTRATIVE AGENT, FOR ITS BENEFIT AND THE BENEFIT OF LENDERS, THAT:

1.4. **Use of Proceeds**. Administrative Agent and Lenders, in continuing to make disbursements pursuant to the Note, the Security Instrument or any loan agreements with respect to the Property, are under no obligation or duty to, nor has Administrative Agent or any Lender represented that it will, see to the application of such proceeds by the person or persons to whom Administrative Agent or any Lender disburses such proceeds, and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat this agreement to subordinate in whole or in part; and

1.5. **Waiver, Relinquishment and Subordination**. City intentionally and unconditionally waives, relinquishes and subordinates all of City's right, title and interest in and to the Property to the lien of the Security Instrument and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific loans and advances are being and will be made by Administrative Agent and Lenders and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.

2. **Notice of Holder**. By execution of this Agreement, the City hereby acknowledges the existence of and consents to the Loan and the Security Instrument, which Security Instrument will be a lien on the Property. The City further agrees and acknowledges (a) that Administrative Agent, for its benefit and the benefit of Lenders, qualifies as a "Holder" and is entitled to all of the rights of Holder under the PSA (including, without limitation, the right to receive notices from the City (which notices shall be sent to Administrative Agent at the address specified in Section 4.1 of this Agreement or such other address as provided to City by written notice from time to time) and to cure Developer's defaults); (b) that the Security Instrument is a "deed of trust" for all purposes under the PSA; (c) that Administrative Agent, for its benefit and the benefit of Lenders, qualifies as a "Beneficiary" and is entitled to all of the rights of a Beneficiary under the Regulatory Agreement; and (d) that the Security Instrument is a "Deed of Trust" for all purposes under the Regulatory Agreement.

3. **Notice of Default and Cure Rights**. Notwithstanding anything to the contrary contained in this Agreement, the PSA or the Regulatory Agreement, City will notify Administrative Agent in writing concurrently with any notice given to Developer of any default by Developer under the PSA and/or the Regulatory Agreement, and City agrees that Administrative Agent has the right (but not the obligation) to cure any breach or default specified in such notice and City will not declare a default of the PSA and/or the Regulatory Agreement, as to Administrative Agent, if Administrative Agent cures such default within thirty (30) days from and after the expiration of the time period provided in the PSA and/or the Regulatory Agreement for the cure thereof by Developer; provided, however, that if such default cannot with diligence be cured by Administrative Agent within such thirty (30) day period, the commencement of action by Administrative Agent within such thirty (30) day period to remedy the same shall be deemed sufficient so long as Administrative Agent pursues such cure with diligence.

4. **Miscellaneous**

4.1. **Notices**. All notices, demands, or other communications under this Agreement shall be in writing and shall be delivered to the appropriate party at the address set forth below (subject to change from time to time by written notice to all other parties to this Agreement). All notices, demands or other communications shall be considered as properly given if delivered personally or sent by first class United States Postal Service mail, postage prepaid, or by Overnight Express Mail or by overnight commercial courier service, charges prepaid, except that notice of any default may be sent by certified mail, return receipt requested, charges prepaid. Notices so sent shall be effective three (3) days after mailing, if mailed by first class mail, and otherwise upon delivery or refusal; provided, however, that non-receipt of any communication as the result of any change of address of which the sending party was not notified or as the result of a refusal to accept delivery shall be deemed receipt of such communication. For purposes of notice, the address of the parties shall be:

Developer:	Olson Urban Housing, LLC 3010 Old Ranch Parkway, Suite 100 Seal Beach, CA 90740 Attention: Todd J. Olson
with a copy to:	Olson Urban Housing, LLC 3010 Old Ranch Parkway, Suite 100 Seal Beach, CA 90740 Attention: Katherine Chandler
City:	City of Compton 205 S. Willowbrook Ave. Compton, CA 90220 Attention: Craig J. Cornwell City Manager
with a copy to:	City of Compton 205 S. Willowbrook Ave. Compton, CA 90220 Attention: Michael L. Antwine, II, Assistant City Manager
with a copy to:	Richards, Watson & Gershon 355 S. Grand Ave., 40th Floor Los Angeles, CA 90071 Attention: Jim Grayson, Esq.

Administrative Agent: _____
_____
_____
Attention: _____
Loan No.: _____

with a copy to: _____
_____
_____
Attention: _____
Loan No.: _____

Any party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other party in the manner set forth hereinabove.

4.2. **Heirs, Successors and Assigns**. Except as otherwise expressly provided under the terms and conditions herein, the terms of this Agreement shall bind and inure to the benefit of the heirs, executors, administrators, nominees, successors and assigns of the parties hereto.

4.3. **Headings**. All articles, sections or other headings appearing in this Agreement are for convenience of reference only and shall be disregarded in construing this Agreement.

4.4. **Counterparts**. To facilitate execution, this document may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single document. It shall not be necessary in making proof of this document to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

4.5. **Exhibits, Schedules and Riders**. All exhibits, schedules, riders and other items attached hereto are incorporated into this Agreement by such attachment for all purposes.

4.6. **Governing Law**. This Agreement and the rights and obligations shall be governed by California law.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DEVELOPER:

OLSON URBAN HOUSING, LLC,
a Delaware limited liability company

By: In Town Living, Inc., a
Delaware corporation
its Managing Member

_____

By: Todd Olson, President of
Community Development

_____

By: _____
Name: _____

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____ before me, _____ 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, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) 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.

_____ Place Notary Seal Above

Signature of Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____ before me, _____ 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, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) 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.

_____ Place Notary Seal Above

Signature of Notary Public

CITY

THE CITY OF COMPTON,
a municipal corporation

By: _____
Craig J. Cornwell
City Manager

ATTEST:

_____
Alita Godwin, City Clerk

APPROVED AS TO FORM:

By: _____
Damon M. Brown, City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____ before me, _____ 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, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) 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.

_____ Place Notary Seal Above

Signature of Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION OF LAND

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

THAT PORTION OF THE 249.89 ACRE PARCEL OF LAND IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS ALLOTTED TO M. KELLER IN THE PARTITION OF THE TAJAUTA RANCHO AS SHOWN ON THE MAP FILED IN CASE NO. 1200 OF THE DISTRICT COURT OF THE 17TH JUDICIAL DISTRICT OF THE STATE OF CALIFORNIA IN AND FOR SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE TWO INCH PIPE SET AT THE NORTHWESTERLY CORNER OF LOT 2 IN TRACT NO. 3626 AS SHOWN ON THE MAP RECORDED IN BOOK 40 PAGE 96 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE NORTH 0° 33' 30" EAST ALONG THE EASTERLY LINE OF CENTRAL AVENUE, AS SHOWN ON LAST MENTIONED MAP, SAID LINE LYING 20.00 FEET EASTERLY OF THE CENTER LINE OF THE EXISTING STREET, A DISTANCE OF 500.85 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 0° 33' 30" EAST 217.15 FEET; THENCE NORTH 89° 35' 35" EAST, PARALLEL WITH THE CENTER LINE OF 134TH STREET, A DISTANCE OF 480.05 FEET; THENCE NORTH 0° 33' 30" EAST, PARALLEL WITH SAID CENTRAL AVENUE, 123.00 FEET TO THE SOUTHERLY LINE OF 134TH STREET, 50 FEET WIDE; THENCE NORTH 89° 35' 35" EAST, ALONG SAID SOUTHERLY LINE OF 134TH STREET, 100.14 FEET TO THE INTERSECTION WITH A LINE THAT IS PARALLEL WITH AND DISTANCE 580.13 FEET EASTERLY, AT RIGHT ANGLES FROM SAID EASTERLY LINE OF CENTRAL AVENUE; THENCE SOUTH 0° 33' 30" WEST ALONG SAID PARALLEL LINE 340.15 FEET TO THE INTERSECTION WITH A LINE PARALLEL WITH THE NORTHERLY LINE OF SAID LOT 2 OF TRACT 3626, THAT PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE SOUTH 89° 35' 35" WEST, 580.19 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PORTION LYING WITHIN CENTRAL AVENUE, AS DEDICATED TO THE CITY OF COMPTON.

A.P.N.: 6145-003-902

RESOLUTION NO. 25,203

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON MAKING CERTAIN FINDINGS, APPROVING A PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF COMPTON (ACTING AS SUCCESSOR TO THE HOUSING ASSETS OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON), AS SELLER, AND OLSON URBAN HOUSING, LLC, AS BUYER, FOR THE SALE OF PROPERTY LOCATED AT 1950 NORTH CENTRAL AVENUE, AND THE DEVELOPMENT OF A HOUSING PROJECT THEREON, INCLUDING AFFORDABLE HOUSING, AND FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, the City of Compton, as successor to the housing assets of the former Community Redevelopment Agency of the City of Compton (the "Housing Successor") is the owner of certain real property within the City of Compton located at 1950 N. Central Avenue (the "Site"); and

WHEREAS, the City proposes to enter into a Purchase and Sale Agreement (the "PSA") with Olson Urban Housing, LLC, a Delaware limited liability company (the "Developer"), for the sale of the Site to the Developer, and the development thereon by the Developer of a 30 unit housing project consisting of single-family detached townhomes (the "Development"). Pursuant to the PSA, four of the townhomes within the Development will be restricted for sale to moderate income households at affordable sales prices; and

WHEREAS, California Health and Safety Code Section 33433 ("Section 33433") requires that the City make available for public inspection a report which shall contain a copy of the PSA as well as a summary of certain aspects regarding the sale of the Site to the Developer (the "Summary Report"). The Summary Report and a copy of the PSA, with attachments, and other related exhibits, have been made available for public inspection in the manner required by Section 33433. The PSA and Summary Report are attached hereto as Exhibit "A" and Exhibit "B", respectively, and are incorporated herein by this reference; and

WHEREAS, Section 33433 requires that before any property of the former Agency acquired in whole or in part with tax increment moneys is sold for development, the sale shall first be approved by the legislative body by resolution after a public hearing, and that the resolution contain certain findings; and

WHEREAS, the project contemplated by the PSA qualifies for exemption from the California Environmental Quality Act ("CEQA"), Pub. Res. Code §§ 21000 *et seq.*, as an infill project pursuant to state CEQA Guidelines set forth in 14 Cal. Code Regs. § 15000 *et seq.*; and

WHEREAS, as provided by the PSA, the four affordable units which will be included in the Development are required to have a term of affordability which shall be not less than 45 years.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. That the above recitals are all true and correct.

Section 2. That a public hearing was properly noticed and held by the City Council on February 4, 2020, in the City Council Chambers, prior to the adoption of a resolution to approve the execution and delivery of a Purchase and Sale Agreement by and between the City of Compton and Olson Urban Housing, LLC for the sale of certain real property within the City of Compton located at 1950 N. Central Avenue (the "Site").

Section 3. That the sale and development of the Site will provide affordable housing for moderate-income households, because four of the proposed townhomes will be restricted for sale to moderate-income households at affordable sales prices for not less than 45 years.

Section 4. That, as explained in the Summary Report, the Site will be conveyed to the Developer for no consideration under the terms of the PSA, which is the fair reuse value of the Site at the use and with the covenants and conditions and development costs authorized by the sale.

THIS CERTIFICATE IS NON TRANSFERABLE
POST IN A CONSPICUOUS PLACE

CITY OF COMPTON BUSINESS LICENSE CERTIFICATE

BUSINESS LICENSE DIVISION ~ 205 S. WILLOWBROOK AVE, COMPTON, CA 90220 ~ (310) 605-5508

The below named license holder has paid a business license fee to engage in, carry on or conduct a business trade, calling, profession, exhibition or occupation coded below until this certificate expires. Granting of this license does not entitle the license holder to operate or maintain a business license in violation of any other law or ordinance. In addition this license is not transferable to any other party, and no refunds will be issued for the license once a certificate has been issued.

LICENSE NO:	BL20-000270	**EXPIRATION DATE:**	03/04/2021
BUSINESS:	Olson Urban Housing, LP	**ISSUE DATE:**	03/04/2020
LOCATION:	3010 OLD RANCH PKWY SUITE 100	**OWNERSHIP TYPE:**	Partnership / LLP
OWNER NAME:	Olson Urban Housing, LP	**CLASSIFICATION:**	2361
MAILING ADDRESS:	3010 Old Ranch Parkway, Suite 100 Seal Beach, CA 90740	**DESCRIPTION:**	GENERAL CONTRACTOR
RESTRICTIONS:			

Olson Urban Housing, LP
3010 Old Ranch Parkway, Suite 100
Seal Beach, CA 90740

This endorsement effective, 30th June 2018 forms a part of Certificate No CC1800606 Issued to Olson Urban Housing, LLC. issued by Certain Underwriters at Lloyd's and International Insurance Company of Hannover

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

As required by written contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

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(2) If the Limits of Insurance of any other insurance policy have been exhausted; or

(3) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. **EMPLOYEES AS INSUREDS**

SECTION II - LIABILITY COVERAGE, paragraph **A.1.** - WHO IS AN INSURED is amended to include the following as an insured:

f. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow, but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".

g. An "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

3. **ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT**

SECTION II - LIABILITY COVERAGE, paragraph **A.1.** - WHO IS AN INSURED is amended to include the following as an insured:

h. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

(1) Only with respect to the operation, maintenance or use of a covered "auto";

(2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or agreement, or the permit has been issued to you; and

(3) Only for the duration of that contract, agreement or permit

4. **SUPPLEMENTARY PAYMENTS**

SECTION II - LIABILITY COVERAGE, Coverage Extensions, **2.a.** Supplementary Payments, paragraphs **(2)** and **(4)** are replaced by the following:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to $500 a day because of time off from work.

5. **AMENDED FELLOW EMPLOYEE EXCLUSION**

In those jurisdictions where, by law, fellow employees are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, exclusion **B.5.** FELLOW EMPLOYEE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

6. **HIRED AUTO PHYSICAL DAMAGE**

Paragraph **A.4.** Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

a. You hire, rent or borrow; or

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9. **RENTAL REIMBURSEMENT**

SECTION III - PHYSICAL DAMAGE COVERAGE, **A.** COVERAGE, is amended by adding the following:

a. We will pay up to $75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."

b. Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than $75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.

c. We will also pay up to $500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto".

d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.

e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph **4.** Coverage Extension.

f. No deductible applies to this coverage.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision **11.**

10. **EXTRA EXPENSE - BROADENED COVERAGE**

Under SECTION III - PHYSICAL DAMAGE COVERAGE, **A.** COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is $1,000.

11. **PERSONAL EFFECTS COVERAGE**

A. SECTION III - PHYSICAL DAMAGE COVERAGE, **A.** COVERAGE, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to $600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

12. **ACCIDENTAL AIRBAG DEPLOYMENT**

SECTION III - PHYSICAL DAMAGE COVERAGE, **B.** EXCLUSIONS is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

13. **AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE**

SECTION III - PHYSICAL DAMAGE COVERAGE, **B.** EXCLUSIONS, exception paragraph **a.** to exclusions **4.c.** and **4.d.** is deleted and replaced with the following:

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15. **GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Paragraph **D. Deductible** of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

16. **PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)**

Paragraph **D. Deductible** of SECTION III - PHYSICAL DAMAGE COVERAGE is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

a. In the charge of an "insured";
b. Legally parked; and
c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

17. **TWO OR MORE DEDUCTIBLES**

Under SECTION III PHYSICAL DAMAGE COVERAGE, if two or more company policies or coverage forms apply to the same accident, the following applies to paragraph D. Deductible:

a. If the applicable Business Auto deductible is the smaller (or smallest) deductible it will be waived; or

b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible it will be reduced by the amount of the smaller (or smallest) deductible; or

c. If the loss involves two or more Business Auto coverage forms or policies the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement company means any company that is part of the Liberty Mutual Group.

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

18. **UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

19. **AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS**

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph **A.2.a.** is replaced in its entirety by the following:

a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. Member, if you are a limited liability company;
4. An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

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October 13, 2020

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ADOPTION OF THE CITY OF COMPTON PLAN TO COMBAT AND PREVENT HOMELESSNESS**

SUMMARY

This resolution will adopt the City of Compton Homeless Plan that outlines the City's strategy to combat and prevent homelessness.

BACKGROUND

In January 2019, the City of Compton convened a Homelessness Task Force to address several issues surrounding the homelessness in the City. The task force is comprised of a collection of stakeholders including representatives from the faith-based community, local businesses, service providers, LA County Sheriffs and City staff. The primary goal of the task force was to create a homeless plan.

On July 31, 2019, staff held a Homeless Task Force outreach meeting that was attended by more than one hundred participants from the community. The meeting included a panel of speakers from the Los Angeles Homeless Services Authority (LAHSA), Homeless Outreach Program Integrated Care System (HOPICS), Volunteers of America Los Angeles (VOA-LA) and the United Way-Everyone.

The topics of discussion during the outreach meeting included the causes of homelessness, and identifying strategic goals and objectives to combat factors related to chronic homelessness.

STATEMENT OF THE ISSUE

The unhoused population in Compton has increased rapidly over the past few years. The community and stakeholders have indicated they want to address the needs of the unhoused and the impacts unhoused residents have on the community. The adoption of this plan will assist the City in its efforts to combat and prevent homelessness by providing direction and outlining steps for implementation by stakeholders and the community to address homelessness in Compton.

An adopted plan will also enable the City and service providers to obtain funding to provide assistance to the unhoused as well as for projects that provide transitional and permanent housing solutions within the City for its unhoused residents. The format of the City of Compton Homeless Plan is modeled after those adopted by cities that were successful in receiving grant funds to implement their plans.

The current COVID-19 pandemic has required a significant response from government agencies, including the City of Compton, to protect unhoused residents. Staff has incorporated goals within the plan to address the pandemic and its effect on the unhoused, particularly those living outside of shelters within the community.

FINANCIAL IMPACT

There is no fiscal impact associated with the adoption of this resolution.

RECOMMENDATION

Staff recommends the City Council adopt the attached resolution adopting the City of Compton's Homeless Plan.

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ADOPTION OF THE CITY OF COMPTON PLAN TO COMBAT AND PREVENT HOMELESSNESS

WHEREAS, in January 2019, the City of Compton convened a Homelessness Task Force to address several issues surrounding homelessness in the City. The task force is comprised of a collection of stakeholders, including representatives from the faith-based community, local businesses, service providers, LA County Sheriffs and City staff. The primary goal of the task force was to create a Homeless Plan; and

WHEREAS, on July 31, 2019, staff held a Homeless Task Force outreach meeting that was attended by more than one hundred participants from the community. The meeting included a panel of speakers from the Los Angeles Homeless Services Authority (LAHSA), Homeless Outreach Program Integrated Care System (HOPICS), Volunteers of America Los Angeles (VOA-LA) and the United Way-Everyone; and

WHEREAS, the unhoused population in Compton has increased rapidly over the past few years. The community and stakeholders have indicated they want to address the needs of the unhoused and the impacts unhoused residents have on the community. The adoption of this plan will assist the City to combat and prevent homelessness by providing direction and outlining steps for stakeholders and the community to implement to address homelessness in Compton; and

WHEREAS, an adopted plan will also enable the City and service providers to obtain funding to provide assistance to the unhoused as well as for projects that provide transitional and permanent housing solutions within the City for its unhoused residents. The format of the City of Compton Homeless Plan is modeled after those adopted by cities that were successful in receiving grant funds to implement their plans; and

WHEREAS, the current COVID-19 pandemic has required a significant response from government agencies, including the City of Compton, to protect the unhoused residents. Staff has incorporated goals within the plan to address the pandemic and its effect on the unhoused, particularly those living outside of shelters within the community.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the City Council adopt the City of Compton Homeless Plan, attached hereto and incorporated herein.

SECTION 2. That there are no funds necessary to adopt City of Compton Homeless Plan.

SECTION 3. That a copy of this resolution shall be forwarded to the offices of the City Clerk, City Manager, City Controller, and City Attorney.

SECTION 4. That the Mayor shall sign and the City Clerk shall attest to the adoption of this resolution.

ADOPTED this _____ day of _____ 2020.

_____

MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2020.

That said resolution was adopted by the following vote, to wit:

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

City of Compton Plan to Combat and Prevent Homelessness

Planning Context

1. City and Plan Information

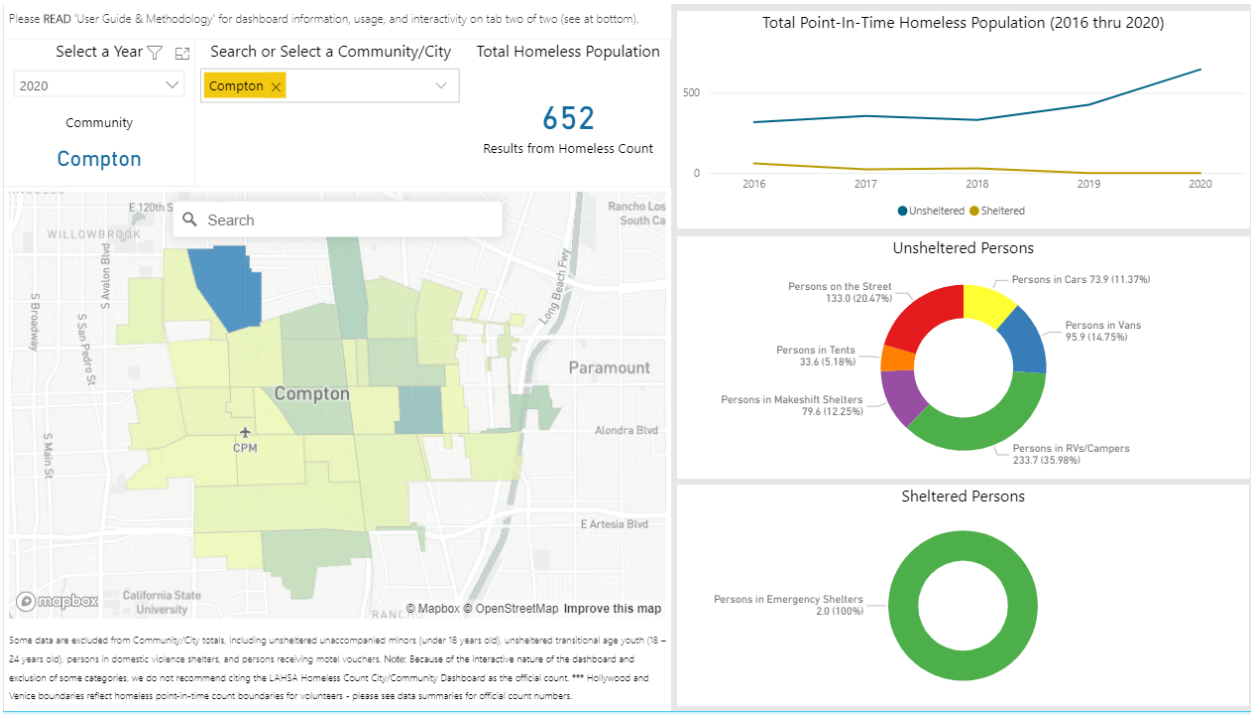
Name of City	Period of Time Covered by Plan	Date of Plan Adoption
Compton	October 1, 2020- September 30, 2025	

2. Why is the City working to develop and implement a homelessness plan?

Homelessness continues to be a challenging crisis for both housed and unhoused people throughout the Southern California region, including Compton. More recently, the tension between meeting the housed community and business concerns and meeting the service and housing needs of people experiencing homelessness has grown sharply. Additionally, the region's affordable housing crisis serves as a reminder that homelessness is a looming possibility for more and more people. In the county of LA, for example, on a single day 133 people experiencing homelessness will re-enter permanent housing, but on that same day 150 people will lose their place of living and become homeless – underscoring the crucial importance of protecting residents from losing their homes in the first place. The City of Compton is a microcosm of what has been experienced in the greater Los Angeles area.

Historically, Compton community volunteers host large events such as the Veteran Stand Down which for more than 15 years has provided services to veterans who are experiencing homelessness. The City is also home to several food banks and pantries that provide food and meals for people experiencing homelessness. However, community and business members are increasingly asking for City assistance to enforce loitering laws and clean up encampments. Housed residents have been increasingly vocal about their concerns regarding the threats to public health and what are considered by them to be safety issues in the parks that unhoused residents access. It is within this context of attempting to balance the needs of all residents that the City is developing a Homelessness Plan.

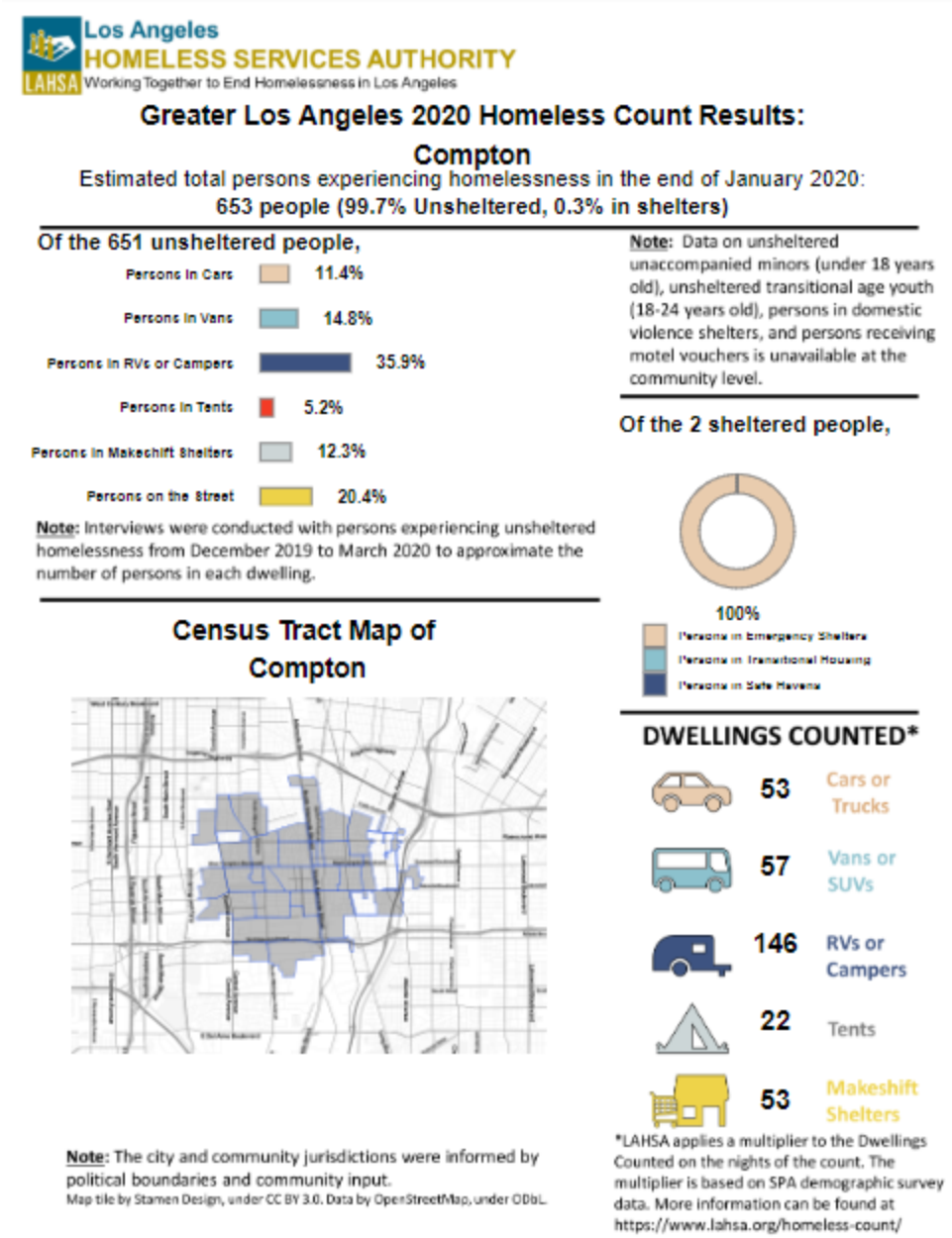
In 2020 the City of Compton's homeless population was 652 per the Los Angeles Continuum of Care Greater Los Angeles Homeless Count by City/Municipality. Below is a breakdown of sheltered versus non-sheltered homeless persons and a four-year comparison.



Source: Los Angeles Homeless Services Authority

The numbers over the five year-year period from 2016-2020 indicate that the total population experiencing homelessness in Compton has increased from 382 to 652. This is a 41 percent increase in the population that is experiencing homelessness in Compton. The City of Compton 2020 point in time homeless count showed that the total number of unsheltered residents is 649. This represents a 52% increase in unsheltered homeless in Compton from 2019 to 2020. The sheltered population that are experiencing homelessness remained at 2 from 2019 to 2020.

The graphic on the following page shows the percentage and number of the unsheltered living in cars, vans, RV or campers, tents, makeshift shelters, and on the street in Compton as counted in late January 2020.



The City of Compton is part of Service Planning Area (SPA) 6. From 2019 to 2020 the point in time homelessness count increased 26 % in SPA 6 which is significant. The number of unsheltered persons experiencing homelessness increased by 20 % in SPA 6. Compton's increase in unsheltered persons experiencing homelessness is 34% over the same period which indicates that compared to neighboring cities, Compton's unsheltered persons experiencing homelessness population has increased more significantly.

Due to data limitations, it is difficult to determine the demographics of persons experiencing homelessness within the City of Compton at this time. However, demographic data is available from the 2019 SPA 6 point in time count which includes Compton and surrounding cities. The

data below provides who was experiencing homelessness in SPA 6 at the 2019 and 2020 point in time counts.[2]

- 68% were single adults, 31% were families 4% were young adults and .2% unaccompanied minors (under the age of 18) (2020 count)
- 61% were male, 38% were female, 1% was transgender and .1% was gender non-conforming (2019 count)
- 54% were African American, 33 % were Hispanic /Latino, 9% were White, 2% were American Indian/Alaskan Native and 1 % were Multi-Racial/Other (2019 count)
- 54% were ages 25-54, 15% were ages 55-61, 14% were under the age of 18, 11% were ages 62 and over and 5% were ages 18-24. (2019 count)
- 5% were Veterans and of that percentage 2% were chronically homeless veterans (2019 count)
- 23% of the over 18 population had Serious Mental Illness, 18% had some form of Physical Disability, 12% have a Substance Use Disorder, 6% have a Developmental Disability and 1 % was diagnosed with HIV/AIDS (2019 count)
- 35% of over 18 population had Domestic Violence/Intimate Partner Violence (DV/IV) and 4% were Homeless due to fleeing DV/IV (2019 count)

The numbers for both Compton and SPA 6 are only for a point in time, measured one night during the winter. It is believed that these numbers are higher in the summer months. These numbers also do not capture people that may be staying with family members, friends or in motels without a permanent address within the City.

Even though the homeless count number only comprises about a half percent of the City of Compton's population, the impact that the City's unsheltered homeless has is pretty great in terms of City staff time spent on cleanup of homeless encampments, risk of disease spread, public open spaces that are not used by families and children and business effects in terms of reduction in visits and revenues. The greatest cost is the human impact on the homeless themselves which includes the daily struggle to survive, an inability to look forward and loss of hope, lack of safety and security, hunger, illness and in the worst-case scenario death.

In addition to the homelessness data, City level economic and housing trends show that Compton residents may be at higher risk into falling into homelessness than Los Angeles County residents as a whole. According to the 2013-2017 American Census Survey (ACS) the overall median household income 2017 estimate in Compton was $48,117. This number is significantly lower than Los Angeles County's overall median household income 2017 estimate of $61, 015. The individuals below poverty level in Compton, in the same survey, is 23%. Comparably, the individuals below poverty level for Los Angeles County is 17%. The 2017 estimated unemployment rate in Compton for the population 16 years and older is 11.9%. Whereas in Los Angeles County, the 2017 estimated unemployment rate is 7.8% for those 16 years and older. The housing vacancy rate for Compton (4.9%) is slightly lower than Los Angeles County (6%)

which indicates that individuals in Compton could have a more difficult time securing housing. Additionally, 56.6% of rental units in Compton are occupied by those paying more than 35 percent of their household income which is another risk factor for becoming homeless.[3]

Recognizing the needs of its community, the City of Compton is specifically working to develop and implement a homelessness plan to achieve the following goals:

1) Increase education/awareness of current services to the City's unhoused and housed residents

2) Reduce the extent and scope of homelessness within the City's jurisdiction by

   a) creating more interim and permanent supportive housing development opportunities in the City and
   b) increasing the services available to the unhoused population

3) Improve coordination and effectiveness of the City's homeless service delivery system with regional partners

3. Describe your City's planning process

In January 2019, a Task Force on Homelessness comprising of City staff, business community members, service provider representatives, law enforcement and faith-based organization leaders was convened. They began meeting to address issues surrounding encampment clean up, to develop a plan to combat and prevent homelessness as well as determine what type of facility could be developed in the City to provide services to the homeless.

As part of the development of a plan and plan document, a Community Outreach event to educate the community and stakeholders about the scope and extent of homelessness in Compton as well as inform them of current city efforts to address the issues surrounding homelessness was held on July 31, 2019. A panel of experts presented information about who is homeless, the numbers of homeless, services available in Compton and what more is needed to combat and prevent homelessness. Participants at the event were asked to provide potential solutions and action steps to both combat and prevent homelessness within the City. The number of participants at the event was well over one hundred. The community responses to questions about homelessness from the outreach event are summarized on the following page.

Community Responses from Roundtable Discussions

1) What are your (the participant's) own experiences with homelessness?

- 60-year-old man helping his mother lost his house after she died
- Many participants had relatives or friends who were homeless due to mental or drug problems
- Some knew people who were homeless by choice
- One participant had three relatives living in their cars in front of his/her home
- One participant became homeless due to domestic violence
- Other responses included knowing people who shared their home or provided low rent to relatives or strangers experiencing homelessness
- A number of participants were students or knew students experiencing homelessness
- Others had a fear of becoming homeless-one paycheck away from homelessness
- Has relative that has a job, but on the streets-it's not what people think
- Runs a recovery home for men addicted to drugs and alcohol-most come from living on the street

2) What are your concerns with homelessness?

- Public safety/crime
- Sanitation
- RV waste
- Businesses losing money
- Spread of communicable diseases
- Sex trafficking
- They are too close to schools/safety of children
- Trash and debris,
- Keeping encampments clean
- Not enough services or resources to help homeless
- Drug use and drug dealing
- Not knowing how to help
- How often do services like HOPICS come to Compton to help
- Community looks bad
- Concern about physical and mental health of the homeless
- Lack of understanding need for education about homelessness
- Cannot enforce laws because of the lack of shelters
- Lack of resources of those living on streets
- Those on streets don't want to be helped because don't want to follow rules

3) What do you think are the best solutions to address homelessness in Compton?

- Multiple shelters
- One facility with many levels- lower level is access center and upper levels are shelters
- Mobile showers
- Convert vacant buildings and vacant lots to tiny homes
- More shelters with services
- One stop drop-in resource center
- Long term Transitional/Emergency Housing
- Paid job training
- Rapid emergency services- immediate shelter and assessment
- Childcare
- Anti-Homeless Education for young adults
- Engage in Urban Planning
- Rent Control
- Safe parking for RVs
- More affordable housing
- Toolkit for churches to provide services
- Promote ADUs to be used for homeless with subsidization
- Storage Units
- Educating residents and keep community engaged
- City partnerships with religious organizations to aid and provide services to homeless
- Do not allow other cities to drop off their homeless in Compton
- Local hiring
- Re-entry programs
- More mobile services
- Permanent supportive housing
- Need more services for mentally ill

4) What are you willing to do to address homelessness in Compton?

- Feed homeless
- Bring awareness to his/her campus and have solution-based conversations
- Not oppose homeless shelters by being more open minded
- Become an advocate
- Fight for public policy change
- Provide training
- Help with community engagement
- Locate housing options
- Host educational training event
- Organize small groups to clean up Compton
- Many responses were support homeless shelters to be built or located in Compton
- Should have another symposium once Homelessness Plan is passed

- Pastor is willing to commit a day for his church to help
- Would like to grow the recovery home church runs to house more residents

The responses indicate that the community members that attended the event are very concerned with homelessness and its impacts but also are concerned for the population experiencing homelessness. Many participants had personal experiences with family members and/or friends who are unhoused. Others had experienced homelessness themselves and many more were concerned that they were one paycheck away from becoming homeless. This reflects the fact that despite over 21,000 people receiving permanent housing last year, the homeless count in the county went up 12%. Additionally, there was support among the participants for providing crisis housing and permanent housing with supportive services for the unhoused residents of Compton. The participants showed a willingness to educate and engage the community about the need for facilities for the unhoused residents in Compton.

Additionally, city staff conducted interviews with community stakeholders asking them the same questions that were asked of the Community. Their responses (included above) along with the community responses informed the goals and actions portion of the plan.

Finally, City staff has solicited input from the City's Homelessness Task Force members on draft Homelessness Plans.

4. What are the goals of the City's plan and related actions?

<u>GOAL #1</u>

1. **Goal**
   Increase education/awareness of current services to the City's unhoused and housed residents

2. **Supporting Action(s)**
   a) Prepare and distribute a resource guide of services and facilities for people experiencing homelessness to businesses and housed residents
   b) Conduct workshops for housed residents and businesses about homelessness in the community addressing topic such as tenant rights, teens and youth,
   c) Collaborate with the United Way's Everyone In campaign to end homelessness

3. **Associated Policy Changes**
   None

4. **Goal Measurement**
    - Completion of resource guide
    - Number of resource guides distributed
    - Number of attendees at workshop(s)

5. **Goal Ownership**
   City of Compton Homelessness Task Force

6. **Leveraged City Resources**
   City staff time

7. **Timeline**
   Year 1; ongoing

GOAL #2

1. **Goal**

   a) Create more interim and permanent supportive housing opportunities for the unhoused and those at risk for becoming unhoused in the City

2. **Supporting Action(s)**
   a) Create a rapid rehousing program with Compton unhoused resident preference
      i. Define target number of rapid rehousing units using local data from the Coordinated Entry System (CES)
      ii. Identify funding sources to meet city contribution required for accessing the Measure H rapid re-housing funds
      iii. Partner with the County and local service providers to provide case management and supportive services as part of the rapid rehousing program

   b) Enhance the Accessory Dwelling Units (ADU) Program
      i. Implement policies and processes that increase the number of permitted ADU's which would be an additional option for providing affordable housing to the City's residents at risk for becoming unhoused as well as the unhoused population.
      ii. Provide information about available funds to encourage those who own ADU's to make them available to the unhoused population.

c) Seek passage of Homeless Shelter Overlay Zone and other measures to encourage development of interim housing and permanent supportive housing for the City's unhoused population

d) Continue to explore funding options to build more supportive and affordable housing, as well as, seek partnerships and build relationships with non-profit affordable housing developers

e) Identify existing city owned/controlled land that can be developed for interim and permanent supportive housing
    i. Solicit developer and service provider input on which available properties could be developed
    ii. Conduct necessary feasibility studies on potential sites
        - Identify funding sources for such studies
    iii. With Council approval apply for funds from Federal, State and County to develop interim and/or supportive housing on the identified site(s) for development

3. Associated Policy Changes

4. Goal Measurement

- Define target number of units and identify funding sources, location of CES access point
- Number of individuals and families supported under the rapid rehousing program
- Number of landlords participating in the rapid rehousing program
- Number of permit applications for ADUs
- Number of ADUs built
- Obtained funding sources to support development opportunities of housing for unhoused Compton residents

5. Goal Ownership

City of Compton – City Manager's Office, Planning Division, Housing Division, Grants Division

6. Leveraged City Resources

City staff time

7. Timeline

Year 1; ongoing

GOAL # 2 CONT.

1. Goal

b) Increase and improve supportive services for at risk and unhoused population including services for mental health, employment, rehab services as well as targeted delivery of services to veterans, domestic abuse victims, teens and children

2. Supporting Action(s)

a) Form partnerships with local service providers to identify and apply for pass through funding opportunities to service providers
b) Work with Los Angeles County Department of Mental Health, Los Angeles County Development Authority (LACDA) and Los Angeles Homeless Services Authority (LAHSA) to identify funding and programs that would increase and improve services to Compton's at risk and unhoused populations
c) City staff to identify and apply for funding opportunities to enhance supportive services for at risk and unhoused population.

3. Associated Policy Changes

Develop MOU's between non-profits, the county and other entities

4. Goal Measurement

a) Number of partnerships formed
b) Number of grants and funding dollars obtained
c) Number of Compton residents receiving services
d) Number of MOUs

5. Goal Ownership

City of Compton – City Manager's Office, Planning Division, Housing Division, Grants Division; Career Link Division, City of Compton Homelessness Task Force and local service providers

6. Leveraged City Resources

City staff time

7. Timeline

Year 1; ongoing

GOAL #3

1. **Goal**

   Coordinate with regional partners on homelessness plan implementation

2. **Supporting Action(s)**
   a) Participate in regional coordination activities with the Gateway Cities Council of Governments and neighboring cities
      i. Share information, best practices, and resources
      ii. Engage in partnership with neighboring cities to provide interim housing and services
      iii. Apply for funding within city and regional partnerships to implement homelessness plan goals

3. **Associated Policy Changes**
   MOU's with cities and other regional partners

4. **Goal Measurement**
   a) Shared information
   b) Coordination of shared activities
   c) Number of additional beds available to City
   d) Number of grants and funding dollars obtained

5. **Goal Ownership**
   City of Compton Homelessness Task Force

6. **Leveraged City Resources**
   City Staff Time

7. **Timeline**
   Year 1; ongoing

GOAL #4

1. **Goal**

   Coordinate with regional partners and local service providers to prevent the spread of COVID-19 within the unhoused population living in Compton.

2. **Supporting Action(s)**

a) Participate in regional coordination activities with the Gateway Cities Council of Governments and neighboring cities
    i. Share information, best practices, and resources
    ii. Engage in partnership with neighboring cities to provide interim housing and services for those who are at high risk of hospitalization and death within the homeless population due to COVID-19.
    iii. Apply for funding within city and regional partnerships to implement programs that prevent the spread of COVID-19 within the homeless population and provide shelter and services to higher risk individuals within the homeless population.

3. Associated Policy Changes

None

4. Goal Measurement

a) Shared information
b) Coordination of shared activities
c) Number of additional beds available to City for COVID-19
d) Number of grants and funding dollars obtained

5. Goal Ownership

City of Compton Homelessness Task Force

6. Leveraged City Resources

City Staff Time

7. Timeline

Year 1; ongoing

GOAL #5

1. Goal

Work with regional and local partners to identify alternative sheltering options (e.g., hotel/motel) or additional sheltering space (e.g., church or community center) to allow for further social distancing option to prevent the spread of COVID-19

2. **Supporting Action(s)**

   a) Participate in regional coordination activities with the Gateway Cities Council of Governments and neighboring cities using hotel/motel vouchers or other resources to move high-risk individuals to alternative locations that allow for more social distancing than is available in a shelter

   b) Identify respite care locations for patients with confirmed COVID-19 who have been discharged from the hospital in coordination with local healthcare facilities, local health departments and Project Room Key locations for those who tested positive but are asymptomatic

3. **Associated Policy Changes**

   None

4. **Goal Measurement**

   a) Shared information
   b) Coordination of shared activities
   c) Number of additional beds available to City

5. **Goal Ownership**

   City of Compton Homelessness Task Force

6. **Leveraged City Resources**

   City Staff Time

7. **Timeline**

   Year 1; ongoing

5. Identify City employees or other staff who will lead implementation of the plan.

Table 1: Primary Contact for Plan Implementation

Name & Position	Address & Email	Phone	% of Time
Michael Antwine Assistant City Manager	City Manager's Office 205 S. Willowbrook Ave. Compton, CA 90220 mantwine@comptoncity.org	310-605-5585	TBD
Kimberly McKenzie Executive Director	Career Link Division 301 N. Tamarind Avenue Compton, CA 90220 kmckenzie@comptoncity.org	310-605-3050	TBD
Leslie Nacionales-Tafoya Administrative Analyst II	Planning Division 205 S. Willowbrook Ave. Compton, CA 90220 lnacionales-tafoya@comptoncity.org	310-605-5697	TBD
Collee Fields Training and Services Coordinator	Career Link Division 301 N. Tamarind Avenue Compton, CA 90220 cfields@comptoncity.org	310-605-3050	TBD

6. Describe the City's participation or plans to participate in any new or ongoing collaborative efforts, within the City and/or with other cities and/or in the Service Planning Area.

Currently, the City is convening a bi-monthly Task Force on Homelessness. This group has been responsible for the development of the plan and coordinating clean up and outreach efforts.

Councilmember Emma Sharif is a current member of the Gateway Cities COG Homelessness Committee.

As described in the Goals and Actions portion of the Plan, the City Homelessness Task Force will form a Community Stakeholder Group comprised of internal and external community stakeholders to develop a public education campaign with resources for the businesses, churches and community members of Compton.

Everyone In, the community organizing arm of the United Way, has also expressed a desire to provide training to members of the community and to aid in the development and implementation of the City of Compton's Homelessness Plan.

7. **Review specific County Homeless Initiative Strategies from the table below and consider how the City could collaborate and align planning efforts to achieve mutual goals.**

For each of the County Homeless Initiative Strategies listed in the table below, identify whether the City plans to participate in the Strategy's implementation and/or if the City is currently participating in the Strategy's implementation. If the City is already participating in the implementation of any of the Strategies, please attach an explanation.

Table 2: City Planning Activities tied to County Homeless Initiative Strategies

	Plan to participate	Currently participating	County Homeless Initiative Strategies
A – Prevent Homelessness	x	☐	A1. Homeless Prevention for families
	x	☐	A5. Homeless Prevention for Individuals
B – Subsidize Housing	x	☐	B3. Partner with Cities to Expand Rapid Rehousing
		☐	B4. Facilitate Utilization of Federal Housing Subsidies
	x	☐	B6. Family Reunification Housing Subsidies
	x	☐	B7. Interim/Bridge Housing for those Exiting Institutions
		☐	B8. Housing Choice Vouchers for Permanent Supportive Housing
C – Increase Income	☐	☐	C1. Enhance the CalWORKs Subsidized Employment Program for Homeless Families
	☐	☐	C2. Increase Employment for Homeless Adults by Supporting Social Enterprise
	☐	☐	C4/5/6. Countywide Supplemental Security/Social Security Disability Income and Veterans Benefits Advocacy

	☐	☐	C7. Subsidize Employment for Homeless Adults
	Plan to participate	**Currently participating**	**County Homeless Initiative Strategies**
D – Provide Case Management & Services	☐	☐	D2. Jail In-Reach
	☐	☐	D5. Support for Homeless Case Managers
	☐	☐	D6. Criminal Record Clearing Project
	☐	☐	D7. Provide Services for Permanent Supportive Housing
E – Create a Coordinated System	☐	☐	E4. First Responders Training
	x	☐	E5. Decriminalization Policy
	☒	☐	E6. Expand Countywide Outreach System
	☒	☐	E7. Strengthen the Coordinated Entry System (CES)
		☐	E8. Enhance the Emergency Shelter System
	x	☐	E10. Regional Coordination of Los Angeles County Housing Agencies
	x	☐	E14. Enhance Services for Transition Age Youth
F – Increase Affordable/ Homeless Housing	☐	☒	F1. Promote Regional SB2 Compliance and Implementation
	☐	☐	F2. Linkage Fee Nexus Study
	☒	☐	F4. Development of Second Dwelling Units Program
	☒	☐	F5. Incentive Zoning/Value Capture Strategies
	☒	☐	F6. Using Public Land for Homeless Housing
	☒	☐	F7. Preserve and Promote the Development of Affordable Housing for Homeless Families and Individuals
	☐	☐	F7. Housing Innovation Fund (One-time)