

Members of the public may address the City Council on any item shown on the agenda or matter of the Council's authority after completion of "Request to Address the Council Form" available in the lobby of the Council Chambers. This form must be completed 15 minutes prior to the scheduled meeting time. Pursuant to Section 54957.5 of the California Government Code, Any writings (Except for those writings which are exempt from disclosure) which are distributed to all or a majority of the members of the City Council are available for public inspection in the lobby of the City Council Chambers and in the office of the City Clerk during regular business hours.

**COMPTON CITY COUNCIL
AGENDA
12/27/2022
5:30 PM**

OPENING

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. SERVICE RECOGNITION TO ALITA GODWIN, CITY CLERK - City of Compton and Various Organizations

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. NOVEMBER 22, 2022

REGULAR AGENDA

NEW BUSINESS

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF COMPTON, AS SELLER, AND CLPF GATEWAY TOWNE CENTER, LP, AS BUYER, FOR PROPERTY OWNED BY THE CITY AND IDENTIFIED AS ASSESSOR'S PARCEL NO. 7306-007-900, AND FINDING THAT THE SALE OF THIS PROPERTY IS CATEGORICALLY EXEMPT FROM CEQA
4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE CITY ATTORNEY DEPARTMENT 2022-2023 FISCAL YEAR BUDGET TO DELETE ONE ADMINISTRATIVE ANALYST II AND ADD ONE SENIOR ADMINISTRATIVE ANALYST POSITION
5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING THE RESULTS OF A SPECIAL MUNICIPAL ELECTION IN THE CITY OF COMPTON HELD ON NOVEMBER 8, 2022
6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE RESIGNATION OF ALITA GODWIN AFTER OVER 40 YEARS OF PUBLIC SERVICE AND DECLARING THE CITY CLERK SEAT VACANT

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 1/3/2023 @ 5:30 PM

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

NOVEMBER 22, 2022

The Compton City Council meeting was called to order at 5:37 p.m. by Mayor Emma Sharif in the Council Chambers of City Hall. The Moment of Silence Ceremony and the Pledge of Allegiance was also led by Mayor Sharif.

ROLL CALL

Council Members Present – D. Duhart, A. Spicer, J. Bowers, L. Darden, Mayor E. Sharif
Council Members Absent – None

Other Officials Present: E. Perrodin, A. Godwin, T. Thomas

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. PLAQUE PRESENTATION - LANDSCAPE AND BEAUTIFICATION
 COMMENDATION - Cynthia Castillo and Alicia Yangez of Auto Zone (Councilperson Duhart) (*Presentation to be rescheduled*)

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Benjamin Holifield thanked everyone involved with fight to have his wife Emily Hart-Holifield name restored back to the marquee of the Library at Compton Community College. The Compton Community College Board of Trustee's agreed to restore her name on the Library marquee.

Nika Blatt confirmed that the Compton College Board of Trustee voted in favor of restoring the name of Emily Hart-Holifield to the Compton Community College Library. Ms. Blatt also thanked the City Council for the resolution of support and also thanked Assemblymembers Nanette Barragan and Mike Gipson, Royce Esters and everyone that played a part or was involved with this glorious event.

Rodney Lister thanked and commended City Clerk Alita Godwin for her dedicated service to the City of Compton.

Ms. Jackson spoke regarding Republic Services and expressed concern that the rates were inconsistent and added that the rates are increasing significantly. Ms. Jackson questioned why the residents are not paying the same rates or discounts as other cities for trash pickup services. Ms. Jackson then stated that she was told by Republic that everyone pays \$192 per month, however, she pays \$300 per month, which is significantly more.

Richard Earl thanked the Council for the Unity Festival and further commented that the Greenleaf Parkway must be cleaned and properly maintained. Mr. Earl further requested that the trash collection contract must be put out to bid as the present vendor is not providing adequate services to the community.

Abril Villanueva protested against the rate hikes for Republic Services and further questioned the uses for the green waste receptable. Ms. Villanueva then raised concerns regarding the plastic bag requirement for the waste and further noted that the solid waste compost must be managed properly to guard against pests and insects.

Chris Cordova spoke in opposition to the Waste Collection fee increases and suggested that Republic Services hire additional personnel to separate the trash from the recyclables. Mr. Cordova then spoke regarding Accessory Dwelling Units (ADUs) and suggested that the fees required from those ADUS be used to offset the costs.

Miller Martin addressed Parking Enforcement for writing bogus tickets and stated that the City is corrupted. He commented that his property taxes increased \$10,000, however, he has not seen any improvements to the City. Mr. Martin commented that there must be a 4-way STOP sign on Grandee and Stockwell, and further requested that the City eradicate the illegal street takeovers in his neighborhood and increase Sheriff's patrol with ground units addressing this issue.

Anthony Lewis praised the fact that Emily Hart-Holifield's name was restored to the Compton Community College Library and further added that there will be an Emily Hart-Holifield scholarship funds established for the students at the College. Mr. Lewis then commented that his Mother's street was restored when Councilman Bowers came into office and offered his thanks to the Council. Mr. Lewis then commented on the new legislation passed to combat illegal street takeovers and concluded by thanking City Manager Thomas for his assistance with improving the City.

James Moore commented that he is a Veteran and worked for 30 years in the Compton Fire Department and indicated that Councilmember Duhart recommended him for home improvement services provided by Home Depot. Mr. Moore thanked the City Council and everyone at Home Depot for providing the wonderful improvements to his home.

Sandra Moss thanked the Council for serving the Compton community and stated that the City will miss retiring City Clerk, Alita Godwin. Ms. Moss questioned when will the City Council reestablish the Law Enforcement Review Board, and then concluded by encouraging everyone to unify and make things better in Compton.

Lynn Boone stated that all the people of Compton must come together. She then referenced a Personnel Board meeting and stated that the City Manager must be assessed for his actions in the City. Ms. Boone stated that on October 18, 2022, the City Council voted to approve a \$500,000 amount for a consultant and noted that the State is investigating the matter. Ms. Boone wished everyone a Happy Thanksgiving.

Siu Leiataua thanked the City Council for sending him a wonderful letter, and further stated that he is looking forward to attending future meetings and then offered his assistance to the City. Mr. Leiataua concluded by wishing everyone a very Happy Thanksgiving.

Denzel Perry, Compton Unified School District Board Member, thanked the City for their collaborative partnership with the District and the Board, and further expressed his gratitude for the Council's leadership.

Mark Smith congratulated City Clerk Alita Godwin on her retirement and further offered his well wishes on her continued journey. Mr. Smith questioned if there will be a public service announcement regarding the increase relative to the new trash collection fees, so that the residents may be informed. Mr. Smith also addressed the proper grading of the streets and further encouraged the City to make certain that barriers are installed at the storm drains to prevent debris clogging the drains. Mr. Smith informed the City Council that there are illegal street takeovers every Sunday on Alondra Boulevard and requested that the Council intervene and prevent this illegal activity.

5:45 P.M. - PUBLIC HEARING - TO INCREASE FEES FOR SOLID WASTE SERVICES (Item #7)

On motion by Duhart, seconded by Darden, the public hearing was opened at 6:17 p.m. by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Bowers, Darden, Sharif
NOES: Council Members – None
ABSENT: Council Members – None

Victor Meza, Water Utility Manager, reported that this public hearing is being held in compliance with State law to consider a rate increase for solid waste and recycling services in the City of Compton.

Mr. Meza stated that in September 2016, then Governor Jerry Brown signed into law SB1383 and the final regulations implementing SB1383 were approved on November 3, 2020. SB 1383 establishes methane emissions reduction targets statewide to reduce emissions of short-lived climate pollutants in various sectors of California's economy.

Effective January 1, 2022, SB 1383 regulations went into effect, which mandates that the State of California reduce organic waste by 75% and recover 20% of edible food by January 2025. The

state mandate is an unfunded cost to the City, and requires enforceable organic waste collection service, which will allow food waste to be collected in residential green waste containers. Consequently, green waste and food waste will no longer be allowed to be disposed of in the landfill. The process to divert green waste and food waste is subject to mandatory processing causing a significant increase in cost to handle the material. Additionally, SB 1383 mandates waste haulers to undertake new measures to reduce contamination, educate waste generators, procure recycled products with organics content, track and report on recycling participation, and assist local jurisdictions with enforcement of the State’s recycling requirements.

The City is proposing an increase to the solid waste collection services rates to cover the cost of the services provided under the amended agreement with Republic Services. Single family and multi-family dwellings with cart service are charged a monthly base rate, which includes a refuse cart, a recycling cart, and a green waste cart, which will now include food waste. Customers may choose to take additional carts for an additional charge. Multi-family dwellings and Commercial properties with bin service are charged a monthly base rate based on the number, size of bin(s), and the number of weekly pick- ups.

Mr. Meza went on to explain that the City’s solid waste rates were last adjusted effective July 1, 2022, through an annual rate increase. If approved, the proposed increases will take effect on January 1, 2023. There is no rate increase for 18 months as negotiated with Republic Services. In addition, the rates will be automatically adjusted to account for inflation on July 1, 2024, July 1, 2025, July 1, 2026 and July 1, 2027. The annual inflation adjustment is based on the Consumer Price Index (CPI) for all urban consumers, water, sewer and trash collection services for the twelve-month period ending in April, prior to the July 1 rate increase. However, the annual inflation adjustment rate increase will not exceed 5% in any given year.

The table below compares the current monthly base rates for typical residential cart and bin services with those proposed for January 1, 2023.

CURRENT AND PROPOSED MONTHLY SOLID WASTE SERVICE RATES

	Residential	Commercial (Bin Service) *
Current Rate	\$26.85	\$231.31
Proposed Rate	\$27.66**	\$283.35**
Increase Amount	\$0.81	\$52.04

** Price for 1 3YD 1Xwk Refuse Service*
*** Amount will automatically be increased July 1, 2024, July 1, 2025, July 1, 2026, and July 1, 2027 for the annual inflation adjustment, not to exceed 5% in any given year.*

PUBLIC COMMENTS REGARDING THE PUBLIC HEARING

Ms. Jackson commented that she only accumulates a very small amount of waste as she lives along and stated that the trash can will sit out for weeks and she has no use for a green barrel.

Mr. Meza commented that the State mandates that we must provide the 3 receptables, however, the City may be able to offer a plan for certain residents. Mr. further commented that the City will bring forth a PSA to inform the residents of the changes along with a quarterly newsletter.

David Blair questioned how the City came up with the commercial and the residential costs and stated that he is being charged \$50 while the residents will only have a .81 cents increase.

Mr. Meza commented that Staff will investigate his concern.

Mark Smith commented that some residents put other debris that is not designated for the receptable bins and questioned how the City will handle this issue as well as other issues regarding trash collection and the receptables.

Mr. Meza stated that eventually the proper recycling procedures will be improved, and further encouraged the residents to contact the City with any complaints or concerns.

Richard Earl commented that the rates for his green container collection was increased twice last year and questioned if the City has the same rates as other cities.

Mr. Meza noted that Compton has the best rates possible as compared with other surrounding cities.

Benjamin Holifield commented that the City should communicate better with the residents to properly inform the residents regarding increases such as this one.

Unidentified Speaker questioned if there would be public services announcement flyers available for the residents.

Mr. Meza commented that the City will do a better public outreach program to inform the residents.

Lynn Boone raised concerns that a few weeks ago, Mr. Meza presented the City Council with a report that was dated 2021 and further stated that she did not recall any mandates coming before the City Council relative to this item. Ms. Boone further questioned if there will be an 8.5% rate increase by 2024.

Mr. Meza stated that he previously submitted the Urban Water Management Plan to the City Council, which was step one of a three-step process to bring the City into compliance with the State mandate. Mr. Meza noted that the rate increase can be up to 5% of the Consumer Price Index (CPI) amount, whichever is lowest.

There being no further comments, it was moved by, Duhart, seconded by Spicer the public hearing was closed at 6:43 p.m. by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Bowers, Darden, Sharif

NOES: Council Members – None

ABSENT: Council Members – None

Councilmember Duhart raised concerns regarding the compliance issue and further questioned if the trash company will monitor the receptacles and if so, are they going to be assessing fees for violations.

Mr. Meza replied that there will be educational material disseminated to the residents to make sure everyone is aware of how to properly sort their waste and disposable materials. There will be an educational program first before any fees will be assessed for violations. Mr. Meza then highlighted that there will be on-going enhanced public service announcements regarding this issue.

Councilmember Spicer questioned why the City did not request bids for this item.

Mr. Meza replied that there was not sufficient time to place this item out for bid as the City Council was under a deadline to approve this item or the City would be charged \$10,000 a day penalty fee.

There was a lengthy discussion amongst the City Council regarding a five-year contract for this service.

Councilmember Bowers stated that his constituents are concerns with the ‘automatic renewal’ phrase in the contract and a five-year term and further raised questioned regarding the language concerning opting out of the agreement.

Mr. Meza stated that there is language in the contract to allow for the City to opt out of the contract in the future.

CONSENT AGENDA

APPROVAL OF MINUTES

2. OCTOBER 4, 2022
OCTOBER 11, 2022

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

AYES: Council Members – Duhart, Spicer, Bowers, Darden, Sharif
NOES: Council Members – None
ABSENT: Council Members – None

REGULAR AGENDA

CITY MANAGER'S REPORT

3. POWER POINT PRESENTATION - BUSINESS PROGRESS REPORT UPDATE - Plenty

Robert Chase, Community Engagement Manager for Plenty Farms, offered a power point presentation regarding Plenty Farms and highlighted that Plenty is an organic produce company, currently operating a massive, vertical hydroponic farm in a 95,000-square-foot warehouse in the City of Compton.

Mr. Chase further noted that the warehouse features massive vertical farms with rows and rows of crops like fruits and vegetables with futuristic LED lighting. The vertical design uses up a lot less land than a traditional farm. Plus, farming indoors protects crops from the elements which make it easier to grow without pesticides. Mr. Chase further announced that Plenty employs Compton residents and had obtained 119% over the local-hire goal.

Plenty is working towards achieving the following:

Food Equity -Advancing food equity through strategic initiatives and partnerships ensuring healthy, affordable food more accessible beyond retail partnerships.

Education - Preparing the future generation of farmers by establishing a strong talent pipeline through partnerships with organizations that focus on CEA and STEM.

Social - Investing in the community with socially responsible programs and initiatives embracing diversity, equity and belonging as we create sustainable food systems.

Healthy Produce at discounted prices for Compton, with accessibility as our core focus in 2023. Plenty is proud to be collaborating internally and externally, to improve food equity & reduce food waste and invited the residents to check out their website at, www.plenty.org for additional information.

4. POWER POINT PRESENTATION – BOTT’S DOT INSTALLATIONS - Alvin Bautista, Public Works Department

Mr. Alvin Bautista, City Engineer, provided an update on the Bott’s Dot installations to discourage street takeovers and provided a visual presentation of the Compton Boulevard and Santa Fe and Wilmington Blvd. and Caldwell Street.

Street Takeover Update Summary Items Discussed

- Raised pavement markers installed in three heavily targeted ^[1]_{SEP} intersections
- Fourth installation for Rosecrans/Central Avenue scheduled
- Limited effectiveness, may encourage defiance
- Numerous streets that are and can be targeted within City for takeovers
- Possible legislative solution being pursued using automated technology (cameras) to prosecute illegal activity

City Manager T. Thomas indicated that the City has not received the level of success that was anticipated with the installation of the Bott’s Dots and further added that Staff will continue to work towards addressing and resolving the traffic issue.

Mayor Sharif indicated that this issue cannot be done by one city alone but in collaboration with other municipalities.

Councilmember Bowers highlighted that the Bott's Dot are insignificant and further stated that there are other and more effective ways of providing traffic calming methods and then suggested that high-definition cameras be provided to address the issue. Councilmember Bowers then suggested that the penalties be increased for the illegal activities.

City Attorney Perrodin commented on traffic calming devices with a distinct Bott's Dot configuration used in the City of Los Angeles near the intersection of La Brea and Slauson and further suggested that such configurations be utilized in Compton on a trial basis at one of the City's major intersections.

5. POWER POINT PRESENTATION - CODE ENFORCEMENT UPDATE - Anthony Ward, Community Improvement Department

Anthony Ward provided an update on the status on hiring for personnel for the Community Improvement Services Division and offered that there are 47 Staff members assigned to the Division in this current year's budget.

- Parking Enforcement – there are three Lead Officer positions--currently two of those positions are vacant; there are 16 Parking Enforcement Officer positions --9 of which are vacant.
- Code Enforcement – there is one Supervisory position which is filled along with 10 Code Enforcement Officer positions with two vacancies.

There is a Security Coordinator Officer position which is vacant and one Lead Security Officer position which is filled. There are 8 Security Officer positions and only three are filled.

- Business License – staffed by two Administrative Specialists; one Administrative Analyst II and three Administrative Analysts positions and added that two of those positions are currently vacant.

Mr. Ward concluded that he currently has 5 new hires undergoing background checks/medical processing.

There was discussion among the Councilmembers and Mr. Ward relative to a need to extend the operational hours for code enforcement and parking enforcement.

NEW BUSINESS

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO ADOPT A SECOND AMENDMENT TO THE CITY'S EXISTING AGREEMENT FOR INTERGRATED SOLID WASTE MANAGEMENT SERVICES TO ADOPT SB 1383 IMPLEMENTATION

On motion by Duhart, seconded by Darden, **Resolution Number 25,751** entitled '**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO ADOPT A SECOND AMENDMENT TO THE CITY'S EXISTING AGREEMENT FOR INTERGRATED SOLID WASTE MANAGEMENT SERVICES TO ADOPT SB 1383 IMPLEMENTATION**' was adopted by the following vote on roll call:

AYES: Council Members – Duhart, Darden, Sharif
NOES: Council Members – Spicer
ABSENT: Council Members – None
ABSTAIN: Council Members – Bowers

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE SOLID WASTE AND RECYCLING SERVICE RATE INCREASE AND MAKING A FINDING THAT THE FOREGOING ACTIONS ARE EXEMPT FROM CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

On motion by Duhart, seconded by Darden, **Resolution Number 25,752** entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE SOLID WASTE AND RECYCLING SERVICE RATE INCREASE AND MAKING A FINDING THAT THE FOREGOING ACTIONS ARE EXEMPT FROM CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**’ was adopted by the following vote on roll call:

AYES: Council Members – Duhart, Bowers, Darden, Sharif
NOES: Council Members – Spicer
ABSENT: Council Members – None

COUNCIL COMMENTS

Councilmember Duhart offered the following communications/announcements:

- Commended everyone involved with the wonderful Thanksgiving Turkey and Food Giveaway and offered thanks to all the sponsors and donors and further offered a special ‘thank you’ to the incredible volunteers who served the community and the members of the clergy who provided words of inspiration and gratitude.
- Commented on the 3rd year anniversary celebration for the Compton Black Exchange and commended the wonderful Manager Eugene Bennett of the Grocery Outlet which supplies the community with fresh produce, quality merchandise--all in a safe, clean and friendly environment.
- Requested that the City Manager perform a traffic study regarding the installation of a 4-way STOP signs at Grandee and Stockwell.
- Highlighted that Compton resident James Moore was selected by the Chamber of Commerce and received a home improvement makeover of his home and yard.
- Requested that the City Manager provide an overview on navigating the City’s new website.

Councilmember Spicer offered the following communications/announcements:

- Congratulated the Holifield family for their efforts in restoring Emily Hart-Holifield’s name to the Compton Community College Library.
- Announced that he provides an analysis of his City Council meeting actions each Wednesday following the meetings on Facebook ‘live’ as well as on the Instagram social platform.
- Requested that the City Manager provide an update on the skate ramp and the lighting at Wilson Park, which has been inoperable for quite some time.
- Thanked everyone involved with the Day of Thanksgiving Turkey Giveaway and commended the wonderful volunteers and donors who provided food and essential goods.

Councilmember Bowers offered the following communications/announcements:

- Thanked everyone involved with the highly successful community Turkey Giveaways and wished the residents a Happy Thanksgiving.

- Announced that he was pleased to address the students and staff of Davis Middle School for the donation presentation and further expressed that it is important that the youth of the community are exposed to and excited about Science, Technology, Engineering and Mathematics (STEM) and thanked former Compton Firefighter Wayne Shimabukuro for his generous donation of tools and equipment for the students.
- Announced that New Greater Hope Church of God and Christ Family will be serving Thanksgiving Dinner from 10:00 a.m. to 12 Noon on Thanksgiving Day at 1216 S. Wilmington Avenue, Compton---call: 310-639-6306 to rsvp for the dinner.
- Requested that the City Council meeting be adjourned in memory of **Mrs. Moore, Mother of James Moore.**

Councilmember Darden offered the following communications/announcements:

- Commented on the hugely successful Senior Western Hoedown and further thanked everyone who participated, volunteered, sponsored, and attended this wonderfully memorable event for the Seniors of the community.
- Commended Mr. Eugene Bennett on the 3-year anniversary and for his outstanding management of the Grocery Outlet and further thanked him for his commitment to the City of Compton.
- Thanked and commended all the many generous sponsors and gracious donors as well as everyone involved in the wonderful Thanksgiving Turkey and Food Basket Giveaways and noted that over 1,000 residents were blessed with goods.
- Announced that Explorer One located at 1041 E. Compton Boulevard will be hosting a Thanksgiving Dinner sponsored by Sr. Cliff's Burritos and Alma's Soul Food--serving delicious, hot meals---contact: (310) 537-3971 for additional information.

Mayor Sharif offered the following communications/announcements:

- Mayor Sharif commended and congratulated Mr. Eugene Bennett on his 3-year anniversary as Manager of the Compton Grocery Outlet.
- Mayor Sharif thanked the City Staff and the City Council and all the community partners for the phenomenal Thanksgiving Turkey Giveaways and further commended all the amazing donors and volunteers for coordinating this wonderful community event.
- Mayor Sharif invited the residents to attend the 67th Annual Compton Christmas Parade and the 2nd Annual Winter Wonderland Toy Drive on December 10, 2022, following the parade. The theme of the parade will be ***"A Miracle on Compton Boulevard."***

ADJOURNMENT

On motion by Duhart, seconded by Darden, the meeting was adjourned in memory of **Ruby Jean Kenney** and **Mrs. Moore (Mother of James Moore)** at 8:09 p.m. by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Bowers, Darden, Sharif
NOES: Council Members – None
ABSENT: Council Members – None

December 27, 2022

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF COMPTON, AS SELLER, AND CLPF GATEWAY TOWNE CENTER, LP, AS BUYER, FOR PROPERTY OWNED BY THE CITY AND IDENTIFIED AS ASSESSOR'S PARCEL NO. 7306-007-900, AND FINDING THAT THE SALE OF THIS PROPERTY IS CATEGORICALLY EXEMPT FROM CEQA

SUMMARY

Staff respectfully requests the City Council to adopt the attached Resolution approving the execution and delivery of a purchase and sale agreement ((“PSA”) between the City and CLPF Gateway Towne Center, LP with respect to certain property owned by the City and identified as APN 7306-007-900 and more particularly described in **“Exhibit A”** to the attached Resolution (the “Property”).

BACKGROUND

The Property is presently subject to a ground lease dated March 29, 2005 between the City, as the landlord, and CLPF Gateway Towne Center, LP, a Delaware limited partnership (as successor-in-interest to Gateway Towne Center, L.P., a California limited partnership), as the tenant, and with a lease term of 99 years plus options to extend (the “Ground Lease”). CLPF Gateway Towne Center, LP (the “Buyer”) desires to purchase the Property from the City in order to maintain the sign as part of the development site. CalTrans allowed the sign to be erected as part of the Redevelopment Agency development of the site, but CalTrans will no longer allow the sign to remain off site. In order to maintain the existing sign, the property needs to be sold to the owner of the commercial site associated with the sign.

STATEMENT OF THE ISSUE

By adopting the attached Resolution, the City Council will approve the execution and delivery by the City of the PSA substantially in the form attached as **“Exhibit B”** to the attached Resolution. The PSA provides that upon the close of escrow for the Property pursuant to the PSA, the Ground Lease will automatically terminate and the City and Buyer will not have any obligations to each other under the Ground Lease.

The attached Resolution also contains a finding that this action is categorically exempt from CEQA pursuant to Section 15061(b)(3) because the sale of this property, without any physical changes to the site, can be seen with certainty that there is no significant effect on the environment.

FISCAL IMPACT

The purchase price to be paid by the Buyer is \$5,000.00, which is the fair market value of the Property based on a recent appraisal. The \$5,000 will be allocated to the General Fund.

RECOMMENDATION

That the City Council adopt the attached Resolution.

**THOMAS THOMAS,
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
APPROVING A PURCHASE AND SALE AGREEMENT BETWEEN THE
CITY OF COMPTON, AS SELLER, AND CLPF GATEWAY TOWNE
CENTER, LP, AS BUYER, FOR PROPERTY OWNED BY THE CITY AND
IDENTIFIED AS ASSESSOR'S PARCEL NO. 7306-007-900, AND FINDING
THAT SALE OF THE PROPERTY IS CATEGORICALLY EXEMPT
FROM CEQA**

WHEREAS, the City is the owner of certain property located in the City of Compton and more particularly described in Exhibit "A," attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the Property is presently subject to a ground lease dated March 29, 2005 between the City, as the landlord, and CLPF Gateway Towne Center, LP, a Delaware limited partnership (as successor-in-interest to Gateway Towne Center, L.P., a California limited partnership), as the tenant, and with a lease term of 99 years plus options to extend (the "Ground Lease"); and

WHEREAS, CLPF Gateway Towne Center, LP (the "Buyer") desires to purchase the Property from the City; and

WHEREAS, the City desires to sell the Property to the Buyer subject to the terms and conditions set forth in the purchase and sale agreement attached hereto as Exhibit "B" and incorporated hereby by reference) (the "PSA"); and

WHEREAS, the PSA provides that upon the close of escrow for the Property pursuant to the PSA, the Ground Lease will automatically terminate and the City and Buyer will not have any obligations to each other under the Ground Lease; and

WHEREAS, the purchase price to be paid by the Buyer for the Property is \$5,000.00, which is the fair market value of the Property based on a recent appraisal;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON
HEREBY FINDS, DETERMINES, AND RESOLVES AS FOLLOWS:**

Section 1. The above recitals are true and correct and are a substantive part of this Resolution.

Section 2. Upon the advice and approval of the City Attorney, the City Manager ("Authorized Officer"), individually, is hereby authorized to execute and deliver, for and in the name of the City, the PSA substantially in the form attached hereto as Exhibit "B" and incorporated hereby by reference, with such non-substantive changes therein as the Authorized Officer may approve (such approval to be conclusively evidenced by the execution and delivery thereof), and to execute and deliver all other documents required of the City as seller under the PSA.

Section 3. This action is categorically exempt from CEQA pursuant to Section 15061(b)(3) because the sale of this property, without any physical changes to the site, can be seen with certainty that there is no significant effect on the environment.

Section 4. That the officers and staff of the City are hereby authorized, jointly and severally, to do all things which they may deem necessary or proper to effectuate the purposes of this Resolution, and all actions previously taken are hereby ratified.

Section 5. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2022

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 _____, 2022

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

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

EXHIBIT A
LEGAL DESCRIPTION

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

THAT PORTION OF LOT XIII OF THE HELLMAN TRACT, IN THE CITY OF COMPTON, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 2, PAGE 524](#) MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF ALAMEDA STREET, 60 FEET WIDE, AS DESCRIBED IN DEED TO THE COUNTY OF LOS ANGELES RECORDED IN BOOK 701, PAGE 330, OF OFFICIAL RECORDS, IN THE OFFICE OF SAID COUNTY RECORDER, WITH THE NORTHEASTERLY LINE OF THE 270-FOOT FLOOD CONTROL CHANNEL AS CONDEMNED FOR FLOOD CONTROL PURPOSES, BY FINAL DECREE OF CONDEMNATION IN LOS ANGELES COUNTY SUPERIOR COURT, CASE NO. 411836, A CERTIFIED COPY THEREOF BEING RECORDED JULY 19, 1938 IN BOOK 15881, PAGE 288 OF SAID OFFICIAL RECORDS; THENCE N. 7° 31' 35" W., ALONG SAID WESTERLY LINE OF ALAMEDA STREET, A DISTANCE OF 148.12 FEET TO A POINT ON AN CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 9,915 FEET; THENCE WESTERLY, FROM A TANGENT THAT BEARS S. 88° 43' 17" W., ALONG SAID CURVE, THROUGH AN ANGLE OF 0° 35' 40", AN ARC DISTANCE OF 102.87 FEET TO A POINT ON SAID NORTHEASTERLY LINE OF SAID FLOOD CONTROL CHANNELS, DISTANT THEREON, 188.88 FEET NORTHWESTERLY FROM SAID POINT OF BEGINNING; THENCE S. 40° 19' 08" E., ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 188.88 FEET TO SAID POINT OF BEGINNING.

EXCEPT THEREFROM ALL OIL, GAS, MINERAL AND HYDROCARBONS AND APPURTENANT RIGHTS THERETO, AS RESERVED IN DEED FROM FLORENCE HELLMAN EHRMAN, ET AL, TO THE STATE OF CALIFORNIA, RECORDED OCTOBER 5, 1954 IN BOOK 45758, PAGE 305, OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM THAT PORTION OF LOT 13 OF THE HELLMAN TRACT, AS SHOWN ON MAP RECORDED IN [BOOK 2, PAGES 524](#) AND 525, MISCELLANEOUS RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF LAND DESCRIBED IN DEED TO THE CITY OF COMPTON, RECORDED IN [BOOK 51029, PAGE 321](#) OF OFFICIAL RECORDS IN SAID OFFICE; THENCE N. 07° 31' 35" W ALONG WESTERLY LINE OF ALAMEDA STREET, AS DESCRIBED IN SAID DEED, 33.80 FEET TO A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 6,916.00 FEET; THENCE WESTERLY ALONG SAID CURVE, FROM A TANGENT WHICH BEARS N 88° 01' 36" W, THROUGH AN ANGLE OF 00° 12' 19" AN ARC DISTANCE OF 24.78 FEET TO THE SOUTHWESTERLY LINE OF THE LAND DESCRIBED IN SAID DEED; THENCE S 40° 19' 08" E, ALONG SAID SOUTHWESTERLY LINE, 45.13 FEET TO THE POINT OF BEGINNING.

[APN: 7306-007-900](#)

RESOLUTION NO. _____

Page 2

EXHIBIT B
PURCHASE AND SALE AGREEMENT

[See Attached]

PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS [GATEWAY PYLON]

This Purchase and Sale Agreement and Escrow Instructions (this “**Agreement**”) is made and entered into as of December _____, 2022 (the “**Effective Date**”), by and between the CITY OF COMPTON, a municipal corporation (the “**Seller**”), CLPF GATEWAY TOWNE CENTER, LP, a Delaware limited partnership (the “**Buyer**”), with respect to the following facts:

RECITALS

A. Seller is the owner of and desires to sell to Buyer:

(a) that certain real property situated in the City of Compton, County of Los Angeles, State of California, more particularly described on **Exhibit A** attached hereto and made a part hereof, together with all of the interest of Seller in any and all rights and appurtenances pertaining to such property, (collectively, the “**Land**”); and

(b) the buildings, structures, fixtures and other improvements on the Land, including without limitation that certain pylon sign that advertises nearby retail stores, including, but not limited to, Target, Home Depot, Best Buy, 24-Hour Fitness, Aldi, and Ross, and all lighting or other fixtures attached to such pylon sign (collectively, the “**Improvements**”); and

(c) The Land and the Improvements are hereinafter sometimes referred to collectively herein as the “**Property**.”

B. The Land is presently subject to that certain Ground Lease dated March 29, 2005 between Seller, as the landlord, and Buyer (as successor-in-interest to Gateway Towne Center, L.P., a California limited partnership), as the tenant, and with a lease term of ninety-nine (99) years plus options to extend (the “**Ground Lease**”).

C. Buyer desires to purchase the Property from Seller.

D. By this Agreement, Seller is agreeing to sell the Property to Buyer upon and subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement and for other valuable consideration, the receipt of which is hereby acknowledged, the Buyer and Seller agree as follows:

1. Purchase and Sale. Subject to and in accordance with the terms and conditions hereinafter set forth, on the Close of Escrow (as defined in Section 2), Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property. Buyer and Seller agree that upon the Close of Escrow (as hereinafter defined) pursuant to this Agreement, the Ground lease shall automatically terminate and the Parties shall not have any obligations to each other thereunder.

2. Opening and Closing of Escrow. Within five (5) days after the Effective Date, an escrow (the “Escrow”) shall be opened with Fidelity National Title Insurance Company (the “Escrow Holder”), 4400 MacArthur Blvd., Suite 200, Newport Beach, CA 92660, Attention: Jody Kelly Telephone: (949) 622-4995, Email: JodyKellyTeam@fnf.com (the “**Opening of Escrow**”). Upon the Opening of Escrow, the parties hereto shall deposit a fully executed original of this Agreement with Escrow Holder and this Agreement shall serve as the instructions to Escrow Holder for consummation of the transactions contemplated hereby. Seller and Buyer agree to execute such additional and supplementary escrow instructions as may be appropriate to enable Escrow Holder to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the terms and provisions of this Agreement and the terms and provisions of any supplementary escrow instructions, the terms and provisions of this Agreement shall control. The “**Close of Escrow**” or “**Closing**” shall be the date that a grant deed for the Property in favor of Buyer is recorded in the Official Records of the Los Angeles County Recorder’s Office. The Close of Escrow shall occur no later than December 31, 2022 (the “**Closing Date**”).

3. Purchase Price; Deposit; Escrow Account.

(a) The purchase price for the Property to be paid by Buyer is the sum of Five Thousand Dollars (\$5,000.00) (the “**Purchase Price**”).

(b) Within three (3) business days after the Effective Date, Buyer shall deliver to Escrow Holder an earnest money deposit in the amount of One Thousand Five Hundred Dollars (\$1,500.00) (the “**Deposit**”) in the form of a cashier’s check, by a federal wire transfer, or other form acceptable to the Escrow Holder. The Deposit shall be placed in an interest-bearing bank account (the “**Escrow Account**”) and all interest accruing thereon shall increase and become a part of the Deposit. On the Close of Escrow, the Deposit shall be applied toward the cash payment of the Purchase Price. The remaining balance of the cash payment of the Purchase Price shall be payable by Buyer in the form of a cashier’s check, federal wire transfer, or other form acceptable to Seller and the Escrow Holder and placed in the Escrow Account no later than one (1) business day prior to the Close of Escrow. In the event that Buyer terminates this Agreement by written notice to Seller on or prior to the expiration of the Due Diligence Period, as hereinafter defined in Section 9, and in accordance with the terms and provisions hereof, the Deposit shall be refunded to Buyer, less any and all cancellation fees charged by the Escrow Holder and/or Title Company. Upon the expiration of the Due Diligence Period, if this Agreement has not been terminated or deemed terminated as provided herein, the Deposit shall become non-refundable and shall be applied toward the Purchase Price at the Close of Escrow or released to and retained by Seller if the Close of Escrow does not occur as the result of (i) a default by Buyer or (ii) Buyer’s termination of this Agreement (except in the event of a default by Seller or the failure of a condition precedent to Buyer’s obligations under this Agreement as provided in Section 12).

(c) A sum of ONE HUNDRED DOLLARS AND ZERO CENTS (\$100.00) (“**Independent Consideration**”) shall be deposited by Buyer with Escrow Holder and be non-refundable to Buyer under any circumstances as independent consideration for the rights extended to Buyer under this Agreement, specifically including Buyer’s rights under the Due Diligence Period set forth in Section 9 and elsewhere in this Agreement. The Independent Consideration shall be released to Seller immediately following Buyer’s deposit of the Independent

Consideration into Escrow. The Independent Consideration shall be applicable towards the Purchase Price.

4. Delivery of Documents on the Close of Escrow.

(a) On the Close of Escrow, Seller covenants and agrees to cause to be delivered to Buyer a duly executed and acknowledged Grant Deed in the form attached as **Exhibit B** hereto (the “**Grant Deed**”) conveying to Buyer all of Seller's interest in the Property subject only to the Permitted Title Exceptions (as defined in Section 5) approved by Buyer, as provided below.

(b) At the Close of Escrow, Buyer shall receive the Title Policy (as defined in Section 5) issued by Fidelity National Title Insurance Company (the “**Title Company**”), 4400 MacArthur Blvd., Suite 200, Newport Beach, CA 92660, Attn: Trent Cornell, Commercial Title Officer, Telephone: (949) 622-4961, Email: TCTeam@fnf.com, insuring in Buyer fee simple title to the Property, free and clear of all liens and encumbrances other than the Permitted Title Exceptions (as defined in Section 5).

5. Title and Title Insurance.

(a) Within five (5) days after the Effective Date, Seller shall deliver to Buyer a preliminary title report for the Property from Title Company together with copies of all instruments noted as exceptions therein (the “**Preliminary Title Report**”). Buyer shall have the option of ordering, at its cost, an ALTA survey for the Property, (the “**Survey**”); provided, however, that Buyer’s receipt and/or approval of the Survey shall not in any event delay the Close of Escrow beyond the Closing Date.

(b) Buyer shall have until the expiration of the Due Diligence Period to disapprove any exceptions to title shown on the Preliminary Title Report or reflected on the Survey (collectively, “**Disapproved Exceptions**”) and to provide Seller with notice of disapproval in writing describing the defect with reasonable particularity (the “**Disapproval Notice**”). Any exceptions to title not disapproved by Buyer within such period shall be deemed approved. Within five (5) business days of Seller’s receipt of a Disapproval Notice, Seller shall have the right, but not the obligation, to notify Buyer in writing that Seller intends to remove the Disapproved Exceptions. If Seller notifies Buyer of an intention to eliminate the Disapproved Exceptions, Seller shall do so concurrently with or prior to the Close of Escrow. If Seller does not elect to remove any of the Disapproved Exceptions, Buyer, by notifying in writing Seller within three (3) business days after the expiration of Seller’s election period, may elect to terminate this Agreement or to take the Property subject to the Disapproved Exceptions. In any event, Seller covenants to pay in full all loans secured by mortgages and deeds of trust encumbering the Property and to remove any mechanics liens and any other monetary liens encumbering the Property (other than current real property taxes and assessments which are not due and payable) prior to or concurrently with the Close of Escrow; provided, however, Seller shall have the right to bond over mechanic’s liens so long as such bond is reasonably acceptable in form and substance to the Buyer and is sufficient to allow the Title Company to insure over such liens in the Title Policy (defined below). The Title Policy shall include such endorsements as Buyer shall reasonably request and which Title Company agrees to issue on or before the expiration of the Due Diligence Period. Any title policy

endorsements are to be paid for by Buyer. Whether or not Buyer shall have furnished to Seller any Disapproval Notice pursuant to the foregoing provisions of this Agreement, Buyer may, at or prior to the Close of Escrow, notify Seller in writing of any objections to title first raised by the Title Company between (a) the last date on which Buyer is entitled to make such an objection as set forth above and (b) the date on which the transaction contemplated herein is scheduled to close. With respect to any Disapproved Exceptions set forth in such notice, Seller shall have the same option to cure (or in the case of a monetary lien, the obligation to obtain the removal or bonding thereof as provided above) and Buyer shall have the same option to accept title subject to such matters or to terminate this Agreement as those which apply to any notice of Disapproved Exceptions made by Buyer before the expiration of the Due Diligence Period.

(c) Buyer's obligation to consummate the purchase contemplated by this Agreement is conditioned upon the irrevocable commitment by the Title Company, issued on or before the expiration of the Due Diligence Period, and reconfirmed not later than one (1) business day prior to the Close of Escrow, to issue a CLTA Standard Coverage Owner's Policy of Title Insurance, issued by Title Company (the "**Title Policy**"). The Title Policy shall insure Buyer's fee interest in the Property subject only to the following permitted conditions of title (the "**Permitted Title Exceptions**"):

(i) General and special real property taxes and assessments for the then current tax fiscal year which are a lien not then due and payable;

(ii) The applicable zoning, building and development regulations of any municipality, county, state or federal jurisdiction affecting the Property;

(iii) Such other exceptions listed in the Preliminary Title Report that have been approved, or been deemed approved, by Buyer as provided in Section 5(b); and

(iv) Any exceptions directly or indirectly caused by Buyer or Buyer's agents, employees or contractors.

At Buyer's election and cost, Buyer may cause the Title Company to provide Buyer with an ALTA Extended Coverage Owner's Policy. Notwithstanding the foregoing, Buyer's receipt of an ALTA policy shall only be a condition to closing provided that Buyer pays the cost of the ALTA policy and Buyer obtains an ALTA survey acceptable to the Title Company prior to the expiration of the Due Diligence Period. Seller shall not encumber the Property during the period from the Effective Date to the Close of Escrow or the date of the termination of this Agreement.

6. Deposit of Documents and Funds in Escrow.

(a) Seller and Buyer, as applicable, hereby covenant and agree to deliver to Escrow Holder at least one (1) business day prior to the Close of Escrow (or at such other time as herein provided) the below listed instruments, documents, and funds, the delivery of each of which shall be a condition of the Close of Escrow.

(b) Seller shall deliver, or cause to be delivered:

(i) The Grant Deed duly executed and acknowledged by Seller;

(ii) A Withholding Exemption Certificate Form 593-C as contemplated by California Revenue and Taxation Code §18662 (the “**Withholding Affidavit**”) duly executed by Seller;

(iii) A Certification of Non-Foreign Status in accordance with Internal Revenue Code Section 1445 duly executed by Seller; and

(iv) Such proof of Seller’s authority and authorization to enter into this transaction as the Title Company may reasonably require in order to issue the Title Policy.

(c) Buyer shall deliver:

(i) The balance of the Purchase Price together with such funds as are required to pay for costs and expenses payable by Buyer hereunder; and

(ii) Such proof of Buyer’s authority and authorization to enter into this transaction as the Title Company may reasonably require in order to issue the Title Policy.

Each of the Buyer and Seller (acting through its City Manager) may waive any condition of the Close of Escrow to be performed by the other and set forth in this Section 6.

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

(a) The Title Company is irrevocably committed to issue in favor of Buyer the Title Policy, with a liability in the amount of the Purchase Price, as set forth in Section 5(c).

(b) Escrow Holder shall have received Buyer’s authorization to close and Buyer’s notice of approval or satisfaction or waiver of all of the contingencies/conditions to Buyer’s obligations hereunder, as provided for in Section 12;

(c) Escrow Holder shall have received Seller’s authorization to close and Seller’s notice of approval or satisfaction or waiver of all of the contingencies/conditions to Seller’s obligations hereunder, as provided for in Section 13; and

(d) Seller and Buyer shall have deposited in Escrow the documents and funds required pursuant to Section 6.

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 the issuance of the Title Policy.

8. Escrow Charges, Title Insurance Premiums, and Prorations.

(a) Buyer shall pay (i) all of the fees and charges of Escrow Holder, (ii) the cost of the premium for the Title Policy, (iii) the cost of all endorsements to the Title Policy,

(iv) Buyer's share of the charges prorated under this Agreement, and (v) all costs and expenses in connection with an ALTA Survey of the Property. If the Escrow shall fail to close due to Buyer's default or a failure of a condition precedent to Seller's obligations under this Agreement as provided in Section 13, Buyer shall pay all Escrow cancellation charges.

(b) The following shall be apportioned with respect to the Property as of 12:01 a.m., on the day on which the Close of Escrow occurs, as if Buyer were vested with title to the Property during the entire day upon which the Close of Escrow occurs: (i) real property, if any, and assessments levied against the Property; (ii) gas, electricity and other utility charges, if any, for which Seller is liable, such charges to be apportioned at the Close of Escrow on the basis of the most recent meter reading occurring prior to the Close of Escrow.

(c) Notwithstanding anything contained in Section 8(b), any installment of taxes or assessments for the current year paid at or prior to the Close of Escrow shall be prorated based upon the amounts actually paid. If taxes and assessments for the current year have not been paid before the Close of Escrow, Seller shall be charged at the Close of Escrow an amount equal to that portion of such taxes and assessments which relates to the period before the Close of Escrow and Buyer shall pay the taxes and assessments prior to their becoming delinquent. Any such apportionment made with respect to a tax year for which the tax rate or assessed valuation, or both, have not yet been fixed shall be based upon the tax rate and/or assessed valuation last fixed. To the extent that the actual taxes and assessments for the current year differ from the amount apportioned at the Close of Escrow, the parties shall make all necessary adjustments by appropriate payments between themselves following the Close of Escrow. All delinquent taxes and assessments (and any penalties therein) for periods prior to the Close of Escrow, if any, affecting the Property shall be paid by Seller.

(d) All prorations shall be determined on the basis of a 365 day year. The provisions of this Section 8 shall survive the Close of Escrow.

9. Due Diligence Period; Access. During the period commencing on the Effective Date and ending thirty (30) days thereafter (the "**Due Diligence Period**"), Buyer may inspect the Property as necessary to approve all zoning and land use matters relating to the Property and to approve the physical condition of the Property subject to the limitations set forth below.

(a) Within five (5) days after the Effective Date, Seller shall provide to Buyer, any and all of the following documents pertaining to the Property to the extent in Seller's possession or under Seller's control and to the extent dated or acquired within five (5) years prior to the Effective Date: environmental materials, soils and geological testings or reports, structural engineering reports, utility contracts, service contracts, and brokerage agreements. It is understood by the parties hereto that Seller does not make any representation or warranty, express or implied, as to the accuracy or completeness of any information contained in Seller's files or in the documents produced by Seller, including without limitation, any environmental audit or report. To the extent permitted by law, Buyer shall keep all information provided by the Seller confidential and shall not disclose it to any third parties except its accountants, legal counsel, and other consultants employed in connection with its acquisition of the Property. In the event this Agreement is terminated, Buyer shall promptly return to Seller all such documentation and other information obtained from or otherwise provided by Seller. Buyer may terminate this Agreement

in Buyer's sole and absolute discretion for any reason, or for no reason whatsoever, by giving written notice to the Seller and the Escrow on any day prior to and including the final day of the Due Diligence Period, in which event, this Agreement shall become null and void and, except as expressly set forth in this Agreement, neither party shall have any further rights, duties and obligations hereunder, and Buyer shall be entitled to the immediate refund of the Deposit.

(b) Subject to Buyer's compliance with the terms of this Section 9, Buyer and its agents, attorneys, accountants, and other representatives shall have the right, at Buyer's sole cost and expense, to enter upon the Property during the Due Diligence Period to make inspections and other examinations of the Property and the improvements thereon, including without limitation, the right to perform surveys, soil and geological tests of the Property and the right to perform environmental site assessments and studies of the Property. No invasive testing or boring shall be done without the prior notification of Seller and Seller's written permission of the same, which permission may be withheld in Seller's sole and absolute discretion. Buyer shall promptly repair any damage to the Property caused by its inspections and investigations. Buyer shall indemnify, defend and hold Seller and the Property harmless from any and all claims, liabilities, damages, costs and expenses, (including reasonable attorneys' fees) arising out of, or resulting from, the acts or omissions of Buyer and/or Buyer's agents, contractors and/or subcontractors occurring during or resulting from such entry or activities upon the Property. The foregoing indemnification shall survive the Close of Escrow or earlier termination of this Agreement.

10. Representations and Covenants of Seller. Seller hereby represents and covenants to Buyer the following, it being expressly understood and agreed that all such representations are true and correct in all material respects as of the Effective Date. As of the Close of Escrow, the representations contained in this Section 10 shall be true and correct in all material respects, subject to any matters disclosed in writing by Seller to Buyer as provided herein.

(a) Seller has full right and power to execute, deliver and perform its obligations under this Agreement, and when executed and delivered, Seller and all parties having an interest in the Property shall be lawfully bound by the terms of this Agreement. Seller shall not further transfer or encumber the Property or allow the Property to be further encumbered prior to the Close of Escrow.

(b) To Seller's actual knowledge, neither this Agreement nor anything provided to be done hereunder including the transfer of title to the Property to Buyer, violates or shall violate, any contract, instrument, partnership agreement, trust agreement, or any other agreement to which Seller is a party, and which affects the Property or any part thereof, and the sale of the Property herein contemplated does not require the consent of any party not a signatory hereto.

(c) Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code.

(d) To Seller's actual knowledge, except as described in the Preliminary Title Report, there are no leases, licenses, occupancy agreements, or other agreements, oral or written, demising space in, providing for the use or occupancy of, or otherwise similarly affecting or relating to, the Property.

As contained in this Section 10, the phrase “to Seller’s actual” shall mean to the actual knowledge of Rachel Dimond, Assistant City Manager, without the necessity of independent investigation on her part, and she shall bear no personal liability for the accuracy or completeness of the representations contained in this Section 10.

11. Representations and Covenants of Buyer. Buyer hereby represents and covenants to Seller the following, it being expressly understood and agreed that all such representations are true and correct in all material respects as of the Effective Date. As of the Close of Escrow, the representations contained in this Section 11 shall be true and correct in all material respects.

(a) Buyer has the full right, power and authority to enter into this Agreement and has taken all action necessary to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement has been duly and validly authorized by Buyer, and no other action by Buyer is requisite to the valid and binding execution, delivery, and performance of this Agreement by Buyer.

(b) This Agreement and all documents executed by Buyer which are to be delivered to Seller at or prior to the Closing are, or at the time of Closing will be, duly authorized, executed, and delivered by Buyer, are or at the time of Closing, will be legal, valid and binding obligations of Buyer, enforceable in accordance with their terms, and do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which Buyer is a party or to which Buyer is subject.

12. Buyer’s Conditions. For the benefit of the Buyer, the Close of Escrow and Buyer’s obligation to consummate the purchase of Property shall be contingent upon and subject to written notice to Escrow Holder by Buyer of the occurrence of all of the following conditions coincident and precedent (or Buyer’s written waiver thereof, it being agreed that Buyer can waive any or all such contingencies) on or before the Close of Escrow:

(a) Buyer’s obtaining a satisfactory commitment issued by Title Company to issue the Title Policy in favor of Buyer with a liability amount equal to the Purchase Price showing Buyer’s fee interest in the Property subject only to the Permitted Title Exceptions, and being otherwise in accordance with the provisions of Section 5 of this Agreement, and expressly insuring against the claims of any persons in possession, other than Seller, of all or any part of the Property and the claims of any mechanics or materialmen.

(b) That as of the Close of Escrow the representations and warranties of Seller contained in this Agreement are either all true and correct in all material respects or, to the extent that is not the case, have been waived by Buyer.

(c) Seller’s delivery of all documents required to be delivered by Seller pursuant to Section 6 hereof.

(d) Buyer’s approval, prior to the expiration of the Due Diligence Period, of the physical condition of the Property, including without limitation, any and all inspections, tests, survey(s), if any, and other studies to be conducted by Buyer, in Buyer’s sole discretion.

(e) If Buyer has elected to obtain the same, Buyer's obtaining and approving the Survey provided for herein prior to the expiration of the Due Diligence Period.

If all the foregoing conditions have not been either met to Buyer's sole satisfaction or expressly waived in writing by Buyer on or before the respective dates set forth therein, or if no date is set forth therein on or prior to the Close of Escrow, then this Agreement shall, at the option of Buyer, become null and void, in which event, except as expressly set forth in this Agreement, neither party shall have any further rights, duties or obligations hereunder, and Buyer shall be entitled to the immediate refund of the Deposit.

13. Seller's Conditions. For the benefit of Seller, the Close of Escrow and Seller's obligation to consummate the sale of the Property, shall be contingent upon and subject to written notice to the Escrow Holder by Seller of the occurrence of all of the following conditions precedent (or Seller's written waiver thereof, it being agreed that Seller can waive any or all such contingencies) on or before the Close of Escrow:

(a) Deposit by Buyer of the Purchase Price and all other sums to be deposited by Buyer in Escrow in accordance with the requirements hereof.

(b) Buyer's delivery of all documents required to be delivered by Buyer pursuant to Section 6 hereof and performance of all other material covenants and agreements to be performed by Buyer under this Agreement.

(c) That as of the Close of Escrow the representations and warranties of Buyer contained in this Agreement are all either true and correct in all material respects or, to the extent that is not the case, have been waived by Seller.

14. Destruction/Condemnation. In the event that prior to the Close of Escrow, the Property, or any portion thereof, is damaged by fire, earthquake, or other casualty, or is subject to a taking by a public authority other than Buyer, then Buyer shall have the right, exercisable by giving notice to Seller within fifteen (15) days after receiving written notice of such damage or taking, either (a) to terminate this Agreement, in which case neither party shall have any further rights or obligations hereunder, except that (i) Buyer and Seller shall each be responsible for one-half (½) of any cancellation fees charged by the Escrow Holder and/or the Title Company and (ii) the Deposit and any other funds deposited into Escrow by Buyer, including interest thereon, shall be refunded to Buyer, or (b) to accept the Property in its then condition and proceed with the Closing, and to receive an assignment of all of Seller's rights to any proceeds of insurance or condemnation awards payable by reason of such damage or taking. If Buyer elects to proceed under the preceding clause (b), there shall be no adjustment to the Purchase Price and Seller shall not compromise, settle or adjust any claims to such proceeds of insurance or condemnation awards. Seller agrees to give Buyer prompt notice of any damage to or taking of the Property promptly after Seller receives notice of the same.

Buyer's Initials: _____

Seller's Initials: _____

15. Disposition of Deposit. IF THE TRANSACTION HEREIN PROVIDED SHALL NOT BE CLOSED BY REASON OF SELLER'S DEFAULT UNDER THIS AGREEMENT OR THE FAILURE OF SATISFACTION OF THE CONDITIONS DESCRIBED IN SECTION 12 HEREOF, AND BUYER SHALL NOT HAVE DEFAULTED UNDER THIS AGREEMENT, THEN THE DEPOSIT SHALL BE RETURNED TO BUYER, AND NEITHER PARTY SHALL HAVE ANY FURTHER OBLIGATION OR LIABILITY TO THE OTHER; PROVIDED, HOWEVER, IF THE TRANSACTIONS HEREUNDER SHALL FAIL TO CLOSE BY REASON OF SELLER'S DEFAULT, AND BUYER SHALL HAVE FULLY PERFORMED ITS OBLIGATIONS HEREUNDER AND SHALL BE READY, WILLING AND ABLE TO CLOSE, THEN BUYER SHALL BE ENTITLED TO SPECIFICALLY ENFORCE THIS AGREEMENT (BUT NO OTHER ACTION, FOR DAMAGES OR OTHERWISE, SHALL BE PERMITTED). BUYER'S ACTION TO SPECIFICALLY ENFORCE THIS AGREEMENT UNDER THIS SECTION MUST BE FILED AND SERVED, IF AT ALL, WITHIN NINETY (90) DAYS AFTER THE SCHEDULED CLOSE OF ESCROW. IF BUYER FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY AS HEREIN PROVIDED BY REASON OF ANY DEFAULT OF BUYER, IT IS AGREED THAT THE DEPOSIT SHALL BE NON-REFUNDABLE AND SELLER SHALL BE ENTITLED TO SUCH DEPOSIT, WHICH AMOUNT SHALL BE ACCEPTED BY SELLER AS LIQUIDATED DAMAGES AND NOT AS A PENALTY AND AS SELLER'S SOLE AND EXCLUSIVE REMEDY. IT IS AGREED THAT SAID AMOUNT CONSTITUTES A REASONABLE ESTIMATE OF THE DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1671 ET SEQ. BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL OR IMPOSSIBLE TO PRESENTLY PREDICT WHAT MONETARY DAMAGES SELLER WOULD SUFFER UPON BUYER'S FAILURE TO COMPLETE ITS PURCHASE OF THE PROPERTY. BUYER DESIRES TO LIMIT THE MONETARY DAMAGES FOR WHICH IT MIGHT BE LIABLE HEREUNDER AND BUYER AND SELLER DESIRE TO AVOID THE COSTS AND DELAYS THEY WOULD INCUR IF A LAWSUIT WERE COMMENCED TO RECOVER DAMAGES OR OTHERWISE ENFORCE SELLER'S RIGHTS. IF FURTHER INSTRUCTIONS ARE REQUIRED BY ESCROW HOLDER TO EFFECTUATE THE TERMS OF THIS PARAGRAPH, BUYER AND SELLER AGREE TO EXECUTE THE SAME. THE PARTIES ACKNOWLEDGE THIS PROVISION BY PLACING THEIR INITIALS BELOW:

SELLER

BUYER

16. As-Is Sale. BUYER ACKNOWLEDGES AND AGREES THAT BUYER WILL BE CONCLUDING THE PURCHASE OF THE PROPERTY BASED SOLELY UPON BUYER'S INSPECTION AND INVESTIGATION OF THE PROPERTY, AND THAT BUYER WILL BE PURCHASING THE PROPERTY ON AN "AS IS, WHERE IS" BASIS, WITH ALL FAULTS, LATENT AND PATENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BUYER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, IS NOT HEREBY MAKING, AND SELLER HEREBY EXPRESSLY DISCLAIMS AND NEGATES, ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, EXCEPT THOSE EXPRESSLY CONTAINED IN SECTION 10 OF THIS AGREEMENT, ON WHICH BUYER IS RELYING AS TO ANY MATTER CONCERNING THE PROPERTY AND DESCRIBED THEREIN. BUYER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR

TO BE PROVIDED WITH RESPECT TO THE PROPERTY BY OR ON BEHALF OF SELLER, INCLUDING, WITHOUT LIMITATION, THE ENVIRONMENTAL REPORTS AND THE OTHER DOCUMENTS AND INSTRUMENTS TO BE DELIVERED TO OR OTHERWISE MADE AVAILABLE TO BUYER, WAS OBTAINED FROM A VARIETY OF SOURCES, THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION, THAT ALL SUCH INFORMATION HAS BEEN AND SHALL BE PROVIDED SOLELY AS AN ACCOMMODATION TO BUYER, AND THAT SELLER MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY, TRUTHFULNESS OR COMPLETENESS OF SUCH INFORMATION. AS PART OF BUYER'S AGREEMENT TO PURCHASE AND ACCEPT THE PROPERTY "AS-IS, WHERE-IS," AND "WITH ALL FAULTS", AND NOT AS A LIMITATION ON SUCH AGREEMENT, BUYER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY AND ALL ACTUAL OR POTENTIAL CLAIMS OR RIGHTS AGAINST THE SELLER ARISING OUT OF THE INACCURACY OR INCOMPLETENESS OF ANY MATERIALS SO FURNISHED, ARISING OUT OF OR IN CONNECTION WITH THE ENVIRONMENTAL CONDITION OF THE PROPERTY, AND ANY AND ALL ACTUAL OR POTENTIAL CLAIMS OR RIGHTS BUYER MIGHT HAVE REGARDING ANY FORM OF REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR TYPE, RELATING TO THE PROPERTY, OTHER THAN IN CONNECTION WITH THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY CONTAINED IN SECTION 10 OF THIS AGREEMENT. SUCH WAIVER IS ABSOLUTE, COMPLETE, TOTAL AND UNLIMITED IN ANY WAY. AS PART OF THE PROVISIONS OF THIS SECTION, BUT NOT AS A LIMITATION THEREON, BUYER HEREBY AGREES, REPRESENTS AND WARRANTS THAT THE MATTERS RELEASED HEREIN ARE NOT LIMITED TO MATTERS WHICH ARE KNOWN OR DISCLOSED, AND BUYER HEREBY WAIVES ANY AND ALL RIGHTS AND BENEFITS WHICH IT NOW HAS, OR IN THE FUTURE MAY HAVE CONFERRED UPON IT, BY VIRTUE OF THE PROVISIONS OF FEDERAL, STATE OR LOCAL LAWS, RULES OR REGULATIONS, INCLUDING WITHOUT LIMITATION, SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA OR ANY SIMILAR STATUTE, LAW, RULE OR REGULATION OF ANY OTHER STATE. BUYER ACKNOWLEDGES THAT SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA 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."

SELLER AND BUYER HAVE EACH INITIALED THIS SECTION TO FURTHER INDICATE THEIR AWARENESS AND ACCEPTANCE OF EACH AND EVERY PROVISION HEREOF.

SELLER

BUYER

The provisions of this Section 16 shall survive the Close of Escrow and the Recording of the Grant Deed.

17. Notices. All notices and demands shall be given in writing by certified mail, postage prepaid, and return receipt requested, or by personal delivery (by recognized courier service or otherwise). Notices shall be considered given upon the earlier of (a) personal delivery or (b) two (2) business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested. A copy of all notices shall be sent to Escrow Holder. 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:

Seller: City of Compton
205 S. Willowbrook Avenue
Compton, CA 90220
Attention: Thomas Thomas, City Manager
Phone: (310) 605-5585
Email: tthomas@comptoncity.org

with a copy to: City of Compton
205 S. Willowbrook Avenue
Compton, CA 90220
Attention: Eric Perrodin
Phone: (310) 605-5582
Email: eperrodin@comptoncity.org

with a copy to: Richards, Watson & Gershon
350 S. Grand Ave., 37th Floor
Los Angeles, CA 90071
Attention: Jim G. Grayson, Esq.
Phone: (213) 626-8484
Email: jgrayson@rwglaw.com

Buyer: CLPF Gateway Towne Center LP
c/o Clarion Partners
601 S. Figueroa Street, Suite 3600
Los Angeles, CA 90017
Attention: Retail Asset Management

with copies to: CLPF Gateway Towne Center LP
c/o Clarion Partners
601 S. Figueroa Street, Suite 3600
Los Angeles, CA 90017
Attention: Jessica Betts
Phone: _____
Email: _____

Rutan & Tucker, LLP
18575 Jamboree Road, 9th Floor
Irvine, CA 92612
Attention: Alan Fenstermacher
Phone: (714) 641-3452
Email: afenstermacher@rutan.com

Escrow Holder: Fidelity National Title Company
4400 MacArthur Blvd., Suite 200
Newport Beach, CA 92660
Attention: Jody Kelly, Escrow Officer
Phone: (949) 622-4995
Email: jkelly@fnf.com

18. Broker's Commissions. Each party represents to the other party that the representing party has incurred no liability for any brokerage commission or finder's fee arising from or relating to the transactions contemplated by this Agreement. Each party hereby indemnifies and agrees to protect, defend and hold harmless the other party from and against all liability, cost, damage or expense (including, without limitation, attorneys' fees and costs incurred in connection therewith) on account of any brokerage commission or finder's fee which the indemnifying party has agreed to pay or which is claimed to be due as a result of the actions of the indemnifying party. This Section 18 is intended to be solely for the benefit of the parties hereto and is not intended to benefit, nor may it be relied upon by, any person or entity not a party to this Agreement. The indemnification obligations contained in this Section 18 shall survive the Close of Escrow and the delivery of the Grant Deed.

19. Time is of the Essence. The parties hereto agree that time is of the essence with respect to each term, condition and covenant hereof.

20. Successors and Assigns. The provisions of this Agreement are expressly binding upon, and shall inure to the benefit of, the parties hereto and their successors in interest and assigns.

21. Entire Agreement. This Agreement, together with all exhibits hereto, integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations

or previous agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

22. Severability. Invalidation of any of the terms, conditions, covenants, or other provisions contained herein by judgment or court order shall in no way affect any of the other terms, conditions, covenants, or provisions hereof, and the same shall remain in full force and effect.

23. Amendments. Any amendments to this Agreement shall be effective only when duly executed by Seller and Buyer and deposited with Escrow Holder. Any such amendments may be executed by the City Manager of the City of Compton on behalf of the Buyer.

24. Attorneys' Fees. In the event that any proceeding is brought for the enforcement of this Agreement or as the result of any alleged breach thereof, the prevailing party or parties in such proceeding shall be entitled to recover their reasonable attorneys' fees, costs, and expenses from the losing party or parties, and any decision rendered in such proceedings shall include an award thereof.

25. Non-Applicability of Surplus Land Act. Buyer and Seller hereby agree that the provisions of the California Surplus Land Act (Government Code Section 54221 *et seq.*) do not apply to this Agreement to sell the Property because the Property is already subject to the Ground Lease, whereby Seller leases the Property to Buyer. Thus, the Property has already been disposed of to the Buyer by virtue of the Ground Lease, and is not surplus land. Further, the Ground Lease is a valid legal restriction that prevents the Property from being available for housing or other uses.

26. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of Seller and Buyer and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

27. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

28. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes of this Agreement, facsimile signatures shall be deemed to be original signatures, and shall be followed by the immediate overnight delivery of original signature pages.

29. Assignment of Agreement. Neither Buyer nor Seller may assign or transfer their respective rights or obligations under this Agreement without first obtaining the prior written consent of the other, which consent may be granted or withheld in the sole and absolute discretion of the applicable party.

30. Interpretation. Whenever used herein, the term "including" shall be deemed to be followed by the words "without limitation." Words used in the singular number shall include the plural, and vice-versa, and any gender shall be deemed to include each other gender.

31. Captions. The captions and headings of the Articles and Sections of this Agreement are for convenience of reference only, and shall not be deemed to define or limit the provisions hereof.

32. Exhibits. The exhibits and schedules attached hereto are hereby incorporated by reference herein.

33. Effect of Waiver. A waiver by either party hereto shall not affect either party's right to enforce the provisions contained herein, nor shall any extension or waiver be held to be an extension of time or waiver of any prior or subsequent breach of the same or any other obligation under this Agreement.

34. Confidentiality. Buyer acknowledges that, during the course of its due diligence, the information it will receive with respect to the Property and Seller is confidential in nature. Buyer agrees (unless otherwise required by law) not to disclose such information to any third party and to keep such information confidential, except for disclosures which may be made to Buyer's attorneys, accountants, and other consultants employed for the purpose of facilitating the transactions contemplated hereby, provided that Buyer makes all such parties aware of the confidentiality requirements set forth herein, and causes such parties to abide by this Section.

35. No Memorandum. The parties agree that neither this Agreement nor a memorandum hereof shall be recorded, as the parties intend to maintain the confidentiality of the transactions contemplated hereby.

[Remainder of this page intentionally left blank]

[Signatures appear on next page]

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

SELLER:

CITY OF COMPTON,
a municipal corporation

By: _____
Name: Thomas Thomas
Title: City Manager

ATTEST:

Alita Godwin, City Clerk

APPROVED AS TO FORM:

Eric J. Perrodin, City Attorney

BUYER:

CLPF GATEWAY TOWNE CENTER LP
a Delaware Limited Partnership

By: Clarion Lion Properties Fund Holdings, L.P., its sole member

By: Clarion Lion Properties Fund Holdings REIT, LLC, its sole member

By: Clarion Lion Properties Fund, LP, its managing member

By: Clarion Partners, LLC, its sole member

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT A LEGAL DESCRIPTION

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

THAT PORTION OF LOT XIII OF THE HELLMAN TRACT, IN THE CITY OF COMPTON, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 2, PAGE 524](#), MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF ALAMEDA STREET, 60 FEET WIDE, AS DESCRIBED IN DEED TO THE COUNTY OF LOS ANGELES RECORDED IN BOOK 701, PAGE 330, OF OFFICIAL RECORDS, IN THE OFFICE OF SAID COUNTY RECORDER, WITH THE NORTHEASTERLY LINE OF THE 270-FOOT FLOOD CONTROL CHANNEL AS CONDEMNED FOR FLOOD CONTROL PURPOSES, BY FINAL DECREE OF CONDEMNATION IN LOS ANGELES COUNTY SUPERIOR COURT, CASE NO. 411836, A CERTIFIED COPY THEREOF BEING RECORDED JULY 19, 1938 IN BOOK 15881, PAGE 288 OF SAID OFFICIAL RECORDS; THENCE N. 7° 31' 35" W., ALONG SAID WESTERLY LINE OF ALAMEDA STREET, A DISTANCE OF 148.12 FEET TO A POINT ON AN CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 9,915 FEET; THENCE WESTERLY, FROM A TANGENT THAT BEARS S. 88° 43' 17" W., ALONG SAID CURVE, THROUGH AN ANGLE OF 0° 35' 40", AN ARC DISTANCE OF 102.87 FEET TO A POINT ON SAID NORTHEASTERLY LINE OF SAID FLOOD CONTROL CHANNELS, DISTANT THEREON, 188.88 FEET NORTHWESTERLY FROM SAID POINT OF BEGINNING; THENCE S. 40° 19' 08" E., ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 188.88 FEET TO SAID POINT OF BEGINNING.

EXCEPT THEREFROM ALL OIL, GAS, MINERAL AND HYDROCARBONS AND APPURTENANT RIGHTS THERETO, AS RESERVED IN DEED FROM FLORENCE HELLMAN EHRLMAN, ET AL, TO THE STATE OF CALIFORNIA, RECORDED OCTOBER 5, 1954 IN BOOK 45758, PAGE 305, OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM THAT PORTION OF LOT 13 OF THE HELLMAN TRACT, AS SHOWN ON MAP RECORDED IN [BOOK 2, PAGES 524](#) AND 525, MISCELLANEOUS RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF LAND DESCRIBED IN DEED TO THE CITY OF COMPTON, RECORDED IN [BOOK 51029, PAGE 321](#) OF OFFICIAL RECORDS IN SAID OFFICE; THENCE N 07° 31' 35" W ALONG WESTERLY LINE OF ALAMEDA STREET, AS DESCRIBED IN SAID DEED, 33.80 FEET TO A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 6,916.00 FEET; THENCE WESTERLY ALONG SAID CURVE, FROM A TANGENT WHICH BEARS N 88° 01' 36" W, THROUGH AN ANGLE OF 00° 12' 19" AN ARC DISTANCE OF 24.78 FEET TO THE SOUTHWESTERLY LINE OF THE LAND DESCRIBED IN SAID DEED; THENCE S 40° 19' 08" E, ALONG SAID SOUTHWESTERLY LINE, 45.13 FEET TO THE POINT OF BEGINNING.

[APN: 7306-007-900](#)

EXHIBIT B

FORM OF GRANT DEED

RECORDING REQUESTED BY:

Fidelity National Title Company

AND WHEN RECORDED RETURN TO:

City of Compton
205 S. Willowbrook Avenue
Compton, CA 90220
Attention: City Clerk

APN: 7306-007-900

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**This Document is recorded for the benefit of the City of Compton and
is exempt from recording fees pursuant to Sections 6103, 27383
and 27388.1 of the California Government Code.**

DOCUMENTARY TRANSFER TAX \$ _____
...Computed on the consideration or value of property
conveyed; OR
...Computed on the consideration or value less liens or
encumbrances remaining at time of sale.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Signature of Declarant or Agent determining tax - Firm Name

GRANT DEED

THE UNDERSIGNED GRANTOR DECLARES AS FOLLOWS:

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged the CITY OF COMPTON, a municipal corporation (collectively, the “**Grantor**”) hereby grants to CLPF GATEWAY TOWNE CENTER, LP, a Delaware limited partnership (“**Grantee**”), certain real property located in the City of Compton, County of Los Angeles, State of California, more particularly described on **Exhibit A** attached hereto and incorporated herein by reference.

SUBJECT TO:

1. General and special real property taxes and assessments and supplemental assessments for the current fiscal year;
2. All liens, encumbrances, easements, covenants, conditions and restrictions of record; and
3. All matters which would be revealed or disclosed in an accurate survey of the property.

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

SELLER:

CITY OF COMPTON,
a municipal corporation

By: _____
Name: Thomas Thomas
Title: City Manager

ATTEST:

Alita Godwin, City Clerk

APPROVED AS TO FORM:

Eric Perrodin, 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 Los Angeles)

On _____, before me, _____,
Notary Public, personally appeared _____
(insert name and title of the officer)

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)

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 Los Angeles)

On _____, before me, _____,
Notary Public, personally appeared _____
(insert name and title of the officer)

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)

LEGAL DESCRIPTION OF THE PROPERTY

**EXHIBIT A
LEGAL DESCRIPTION**

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

THAT PORTION OF LOT XIII OF THE HELLMAN TRACT, IN THE CITY OF COMPTON, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 2, PAGE 524](#), MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF ALAMEDA STREET, 60 FEET WIDE, AS DESCRIBED IN DEED TO THE COUNTY OF LOS ANGELES RECORDED IN BOOK 701, PAGE 330, OF OFFICIAL RECORDS, IN THE OFFICE OF SAID COUNTY RECORDER, WITH THE NORTHEASTERLY LINE OF THE 270-FOOT FLOOD CONTROL CHANNEL AS CONDEMNED FOR FLOOD CONTROL PURPOSES, BY FINAL DECREE OF CONDEMNATION IN LOS ANGELES COUNTY SUPERIOR COURT, CASE NO. 411836, A CERTIFIED COPY THEREOF BEING RECORDED JULY 19, 1938 IN BOOK 15881, PAGE 288 OF SAID OFFICIAL RECORDS; THENCE N. 7° 31' 35" W., ALONG SAID WESTERLY LINE OF ALAMEDA STREET, A DISTANCE OF 148.12 FEET TO A POINT ON AN CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 9,915 FEET; THENCE WESTERLY, FROM A TANGENT THAT BEARS S. 88° 43' 17" W., ALONG SAID CURVE, THROUGH AN ANGLE OF 0° 35' 40", AN ARC DISTANCE OF 102.87 FEET TO A POINT ON SAID NORTHEASTERLY LINE OF SAID FLOOD CONTROL CHANNELS, DISTANT THEREON, 188.88 FEET NORTHWESTERLY FROM SAID POINT OF BEGINNING; THENCE S. 40° 19' 08" E., ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 188.88 FEET TO SAID POINT OF BEGINNING.

EXCEPT THEREFROM ALL OIL, GAS, MINERAL AND HYDROCARBONS AND APPURTENANT RIGHTS THERETO, AS RESERVED IN DEED FROM FLORENCE HELLMAN EHRMAN, ET AL, TO THE STATE OF CALIFORNIA, RECORDED OCTOBER 5, 1954 IN BOOK 45758, PAGE 305, OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM THAT PORTION OF LOT 13 OF THE HELLMAN TRACT, AS SHOWN ON MAP RECORDED IN [BOOK 2, PAGES 524](#) AND 525, MISCELLANEOUS RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF LAND DESCRIBED IN DEED TO THE CITY OF COMPTON, RECORDED IN [BOOK 51029, PAGE 321](#) OF OFFICIAL RECORDS IN SAID OFFICE; THENCE N 07° 31' 35" W ALONG WESTERLY LINE OF ALAMEDA STREET, AS DESCRIBED IN SAID DEED, 33.80 FEET TO A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 6,916.00 FEET; THENCE WESTERLY ALONG SAID CURVE, FROM A TANGENT WHICH BEARS N 88° 01' 36" W, THROUGH AN ANGLE OF 00° 12' 19" AN ARC DISTANCE OF 24.78 FEET TO THE SOUTHWESTERLY LINE OF THE LAND DESCRIBED IN SAID DEED; THENCE S 40° 19' 08" E, ALONG SAID SOUTHWESTERLY LINE, 45.13 FEET TO THE POINT OF BEGINNING.

[APN: 7306-007-900](#)

PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS [GATEWAY PYLON]

This Purchase and Sale Agreement and Escrow Instructions (this “**Agreement**”) is made and entered into as of December ___, 2022 (the “**Effective Date**”), by and between the CITY OF COMPTON, a municipal corporation (the “**Seller**”), CLPF GATEWAY TOWNE CENTER, LP, a Delaware limited partnership (the “**Buyer**”), with respect to the following facts:

RECITALS

A. Seller is the owner of and desires to sell to Buyer:

(a) that certain real property situated in the City of Compton, County of Los Angeles, State of California, more particularly described on **Exhibit A** attached hereto and made a part hereof, together with all of the interest of Seller in any and all rights and appurtenances pertaining to such property, (collectively, the “**Land**”); and

(b) the buildings, structures, fixtures and other improvements on the Land, including without limitation that certain pylon sign that advertises nearby retail stores, including, but not limited to, Target, Home Depot, Best Buy, 24-Hour Fitness, Aldi, and Ross, and all lighting or other fixtures attached to such pylon sign (collectively, the “**Improvements**”); and

(c) The Land and the Improvements are hereinafter sometimes referred to collectively herein as the “**Property**.”

B. The Land is presently subject to that certain Ground Lease dated March 29, 2005 between Seller, as the landlord, and Buyer (as successor-in-interest to Gateway Towne Center, L.P., a California limited partnership), as the tenant, and with a lease term of ninety-nine (99) years plus options to extend (the “**Ground Lease**”).

C. Buyer desires to purchase the Property from Seller.

D. By this Agreement, Seller is agreeing to sell the Property to Buyer upon and subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement and for other valuable consideration, the receipt of which is hereby acknowledged, the Buyer and Seller agree as follows:

1. Purchase and Sale. Subject to and in accordance with the terms and conditions hereinafter set forth, on the Close of Escrow (as defined in Section 2), Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property. Buyer and Seller agree that upon the Close of Escrow (as hereinafter defined) pursuant to this Agreement, the Ground lease shall automatically terminate and the Parties shall not have any obligations to each other thereunder.

2. Opening and Closing of Escrow. Within five (5) days after the Effective Date, an escrow (the “Escrow”) shall be opened with Fidelity National Title Insurance Company (the “Escrow Holder”), 4400 MacArthur Blvd., Suite 200, Newport Beach, CA 92660, Attention: Jody

Kelly Telephone: (949) 622-4995, Email: JodyKellyTeam@fnf.com (the “**Opening of Escrow**”). Upon the Opening of Escrow, the parties hereto shall deposit a fully executed original of this Agreement with Escrow Holder and this Agreement shall serve as the instructions to Escrow Holder for consummation of the transactions contemplated hereby. Seller and Buyer agree to execute such additional and supplementary escrow instructions as may be appropriate to enable Escrow Holder to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the terms and provisions of this Agreement and the terms and provisions of any supplementary escrow instructions, the terms and provisions of this Agreement shall control. The “**Close of Escrow**” or “**Closing**” shall be the date that a grant deed for the Property in favor of Buyer is recorded in the Official Records of the Los Angeles County Recorder’s Office. The Close of Escrow shall occur no later than December 31, 2022 (the “**Closing Date**”).

3. Purchase Price; Deposit; Escrow Account.

(a) The purchase price for the Property to be paid by Buyer is the sum of Five Thousand Dollars (\$5,000.00) (the “**Purchase Price**”).

(b) Within three (3) business days after the Effective Date, Buyer shall deliver to Escrow Holder an earnest money deposit in the amount of One Thousand Five Hundred Dollars (\$1,500.00) (the “**Deposit**”) in the form of a cashier’s check, by a federal wire transfer, or other form acceptable to the Escrow Holder. The Deposit shall be placed in an interest-bearing bank account (the “**Escrow Account**”) and all interest accruing thereon shall increase and become a part of the Deposit. On the Close of Escrow, the Deposit shall be applied toward the cash payment of the Purchase Price. The remaining balance of the cash payment of the Purchase Price shall be payable by Buyer in the form of a cashier’s check, federal wire transfer, or other form acceptable to Seller and the Escrow Holder and placed in the Escrow Account no later than one (1) business day prior to the Close of Escrow. In the event that Buyer terminates this Agreement by written notice to Seller on or prior to the expiration of the Due Diligence Period, as hereinafter defined in Section 9, and in accordance with the terms and provisions hereof, the Deposit shall be refunded to Buyer, less any and all cancellation fees charged by the Escrow Holder and/or Title Company. Upon the expiration of the Due Diligence Period, if this Agreement has not been terminated or deemed terminated as provided herein, the Deposit shall become non-refundable and shall be applied toward the Purchase Price at the Close of Escrow or released to and retained by Seller if the Close of Escrow does not occur as the result of (i) a default by Buyer or (ii) Buyer’s termination of this Agreement (except in the event of a default by Seller or the failure of a condition precedent to Buyer’s obligations under this Agreement as provided in Section 12).

(c) A sum of ONE HUNDRED DOLLARS AND ZERO CENTS (\$100.00) (“**Independent Consideration**”) shall be deposited by Buyer with Escrow Holder and be non-refundable to Buyer under any circumstances as independent consideration for the rights extended to Buyer under this Agreement, specifically including Buyer’s rights under the Due Diligence Period set forth in Section 9 and elsewhere in this Agreement. The Independent Consideration shall be released to Seller immediately following Buyer’s deposit of the Independent Consideration into Escrow. The Independent Consideration shall be applicable towards the Purchase Price.

4. Delivery of Documents on the Close of Escrow.

(a) On the Close of Escrow, Seller covenants and agrees to cause to be delivered to Buyer a duly executed and acknowledged Grant Deed in the form attached as **Exhibit B** hereto (the “**Grant Deed**”) conveying to Buyer all of Seller's interest in the Property subject only to the Permitted Title Exceptions (as defined in Section 5) approved by Buyer, as provided below.

(b) At the Close of Escrow, Buyer shall receive the Title Policy (as defined in Section 5) issued by Fidelity National Title Insurance Company (the “**Title Company**”), 4400 MacArthur Blvd., Suite 200, Newport Beach, CA 92660, Attn: Trent Cornell, Commercial Title Officer, Telephone: (949) 622-4961, Email: TCTeam@fnf.com, insuring in Buyer fee simple title to the Property, free and clear of all liens and encumbrances other than the Permitted Title Exceptions (as defined in Section 5).

5. Title and Title Insurance.

(a) Within five (5) days after the Effective Date, Seller shall deliver to Buyer a preliminary title report for the Property from Title Company together with copies of all instruments noted as exceptions therein (the “**Preliminary Title Report**”). Buyer shall have the option of ordering, at its cost, an ALTA survey for the Property, (the “**Survey**”); provided, however, that Buyer’s receipt and/or approval of the Survey shall not in any event delay the Close of Escrow beyond the Closing Date.

(b) Buyer shall have until the expiration of the Due Diligence Period to disapprove any exceptions to title shown on the Preliminary Title Report or reflected on the Survey (collectively, “**Disapproved Exceptions**”) and to provide Seller with notice of disapproval in writing describing the defect with reasonable particularity (the “**Disapproval Notice**”). Any exceptions to title not disapproved by Buyer within such period shall be deemed approved. Within five (5) business days of Seller’s receipt of a Disapproval Notice, Seller shall have the right, but not the obligation, to notify Buyer in writing that Seller intends to remove the Disapproved Exceptions. If Seller notifies Buyer of an intention to eliminate the Disapproved Exceptions, Seller shall do so concurrently with or prior to the Close of Escrow. If Seller does not elect to remove any of the Disapproved Exceptions, Buyer, by notifying in writing Seller within three (3) business days after the expiration of Seller’s election period, may elect to terminate this Agreement or to take the Property subject to the Disapproved Exceptions. In any event, Seller covenants to pay in full all loans secured by mortgages and deeds of trust encumbering the Property and to remove any mechanics liens and any other monetary liens encumbering the Property (other than current real property taxes and assessments which are not due and payable) prior to or concurrently with the Close of Escrow; provided, however, Seller shall have the right to bond over mechanic’s liens so long as such bond is reasonably acceptable in form and substance to the Buyer and is sufficient to allow the Title Company to insure over such liens in the Title Policy (defined below). The Title Policy shall include such endorsements as Buyer shall reasonably request and which Title Company agrees to issue on or before the expiration of the Due Diligence Period. Any title policy endorsements are to be paid for by Buyer. Whether or not Buyer shall have furnished to Seller any Disapproval Notice pursuant to the foregoing provisions of this Agreement, Buyer may, at or prior to the Close of Escrow, notify Seller in writing of any objections to title first raised by the

Title Company between (a) the last date on which Buyer is entitled to make such an objection as set forth above and (b) the date on which the transaction contemplated herein is scheduled to close. With respect to any Disapproved Exceptions set forth in such notice, Seller shall have the same option to cure (or in the case of a monetary lien, the obligation to obtain the removal or bonding thereof as provided above) and Buyer shall have the same option to accept title subject to such matters or to terminate this Agreement as those which apply to any notice of Disapproved Exceptions made by Buyer before the expiration of the Due Diligence Period.

(c) Buyer's obligation to consummate the purchase contemplated by this Agreement is conditioned upon the irrevocable commitment by the Title Company, issued on or before the expiration of the Due Diligence Period, and reconfirmed not later than one (1) business day prior to the Close of Escrow, to issue a CLTA Standard Coverage Owner's Policy of Title Insurance, issued by Title Company (the "**Title Policy**"). The Title Policy shall insure Buyer's fee interest in the Property subject only to the following permitted conditions of title (the "**Permitted Title Exceptions**"):

(i) General and special real property taxes and assessments for the then current tax fiscal year which are a lien not then due and payable;

(ii) The applicable zoning, building and development regulations of any municipality, county, state or federal jurisdiction affecting the Property;

(iii) Such other exceptions listed in the Preliminary Title Report that have been approved, or been deemed approved, by Buyer as provided in Section 5(b); and

(iv) Any exceptions directly or indirectly caused by Buyer or Buyer's agents, employees or contractors.

At Buyer's election and cost, Buyer may cause the Title Company to provide Buyer with an ALTA Extended Coverage Owner's Policy. Notwithstanding the foregoing, Buyer's receipt of an ALTA policy shall only be a condition to closing provided that Buyer pays the cost of the ALTA policy and Buyer obtains an ALTA survey acceptable to the Title Company prior to the expiration of the Due Diligence Period. Seller shall not encumber the Property during the period from the Effective Date to the Close of Escrow or the date of the termination of this Agreement.

6. Deposit of Documents and Funds in Escrow.

(a) Seller and Buyer, as applicable, hereby covenant and agree to deliver to Escrow Holder at least one (1) business day prior to the Close of Escrow (or at such other time as herein provided) the below listed instruments, documents, and funds, the delivery of each of which shall be a condition of the Close of Escrow.

(b) Seller shall deliver, or cause to be delivered:

(i) The Grant Deed duly executed and acknowledged by Seller;

(ii) A Withholding Exemption Certificate Form 593-C as contemplated by California Revenue and Taxation Code §18662 (the “**Withholding Affidavit**”) duly executed by Seller;

(iii) A Certification of Non-Foreign Status in accordance with Internal Revenue Code Section 1445 duly executed by Seller; and

(iv) Such proof of Seller’s authority and authorization to enter into this transaction as the Title Company may reasonably require in order to issue the Title Policy.

(c) Buyer shall deliver:

(i) The balance of the Purchase Price together with such funds as are required to pay for costs and expenses payable by Buyer hereunder; and

(ii) Such proof of Buyer’s authority and authorization to enter into this transaction as the Title Company may reasonably require in order to issue the Title Policy.

Each of the Buyer and Seller (acting through its City Manager) may waive any condition of the Close of Escrow to be performed by the other and set forth in this Section 6.

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

(a) The Title Company is irrevocably committed to issue in favor of Buyer the Title Policy, with a liability in the amount of the Purchase Price, as set forth in Section 5(c).

(b) Escrow Holder shall have received Buyer’s authorization to close and Buyer’s notice of approval or satisfaction or waiver of all of the contingencies/conditions to Buyer’s obligations hereunder, as provided for in Section 12;

(c) Escrow Holder shall have received Seller’s authorization to close and Seller’s notice of approval or satisfaction or waiver of all of the contingencies/conditions to Seller’s obligations hereunder, as provided for in Section 13; and

(d) Seller and Buyer shall have deposited in Escrow the documents and funds required pursuant to Section 6.

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 the issuance of the Title Policy.

8. Escrow Charges, Title Insurance Premiums, and Prorations.

(a) Buyer shall pay (i) all of the fees and charges of Escrow Holder, (ii) the cost of the premium for the Title Policy, (iii) the cost of all endorsements to the Title Policy,

(iv) Buyer's share of the charges prorated under this Agreement, and (v) all costs and expenses in connection with an ALTA Survey of the Property. If the Escrow shall fail to close due to Buyer's default or a failure of a condition precedent to Seller's obligations under this Agreement as provided in Section 13, Buyer shall pay all Escrow cancellation charges.

(b) The following shall be apportioned with respect to the Property as of 12:01 a.m., on the day on which the Close of Escrow occurs, as if Buyer were vested with title to the Property during the entire day upon which the Close of Escrow occurs: (i) real property, if any, and assessments levied against the Property; (ii) gas, electricity and other utility charges, if any, for which Seller is liable, such charges to be apportioned at the Close of Escrow on the basis of the most recent meter reading occurring prior to the Close of Escrow.

(c) Notwithstanding anything contained in Section 8(b), any installment of taxes or assessments for the current year paid at or prior to the Close of Escrow shall be prorated based upon the amounts actually paid. If taxes and assessments for the current year have not been paid before the Close of Escrow, Seller shall be charged at the Close of Escrow an amount equal to that portion of such taxes and assessments which relates to the period before the Close of Escrow and Buyer shall pay the taxes and assessments prior to their becoming delinquent. Any such apportionment made with respect to a tax year for which the tax rate or assessed valuation, or both, have not yet been fixed shall be based upon the tax rate and/or assessed valuation last fixed. To the extent that the actual taxes and assessments for the current year differ from the amount apportioned at the Close of Escrow, the parties shall make all necessary adjustments by appropriate payments between themselves following the Close of Escrow. All delinquent taxes and assessments (and any penalties therein) for periods prior to the Close of Escrow, if any, affecting the Property shall be paid by Seller.

(d) All prorations shall be determined on the basis of a 365 day year. The provisions of this Section 8 shall survive the Close of Escrow.

9. Due Diligence Period; Access. During the period commencing on the Effective Date and ending thirty (30) days thereafter (the "**Due Diligence Period**"), Buyer may inspect the Property as necessary to approve all zoning and land use matters relating to the Property and to approve the physical condition of the Property subject to the limitations set forth below.

(a) Within five (5) days after the Effective Date, Seller shall provide to Buyer, any and all of the following documents pertaining to the Property to the extent in Seller's possession or under Seller's control and to the extent dated or acquired within five (5) years prior to the Effective Date: environmental materials, soils and geological testings or reports, structural engineering reports, utility contracts, service contracts, and brokerage agreements. It is understood by the parties hereto that Seller does not make any representation or warranty, express or implied, as to the accuracy or completeness of any information contained in Seller's files or in the documents produced by Seller, including without limitation, any environmental audit or report. To the extent permitted by law, Buyer shall keep all information provided by the Seller confidential and shall not disclose it to any third parties except its accountants, legal counsel, and other consultants employed in connection with its acquisition of the Property. In the event this Agreement is terminated, Buyer shall promptly return to Seller all such documentation and other information obtained from or otherwise provided by Seller. Buyer may terminate this Agreement

in Buyer's sole and absolute discretion for any reason, or for no reason whatsoever, by giving written notice to the Seller and the Escrow on any day prior to and including the final day of the Due Diligence Period, in which event, this Agreement shall become null and void and, except as expressly set forth in this Agreement, neither party shall have any further rights, duties and obligations hereunder, and Buyer shall be entitled to the immediate refund of the Deposit.

(b) Subject to Buyer's compliance with the terms of this Section 9, Buyer and its agents, attorneys, accountants, and other representatives shall have the right, at Buyer's sole cost and expense, to enter upon the Property during the Due Diligence Period to make inspections and other examinations of the Property and the improvements thereon, including without limitation, the right to perform surveys, soil and geological tests of the Property and the right to perform environmental site assessments and studies of the Property. No invasive testing or boring shall be done without the prior notification of Seller and Seller's written permission of the same, which permission may be withheld in Seller's sole and absolute discretion. Buyer shall promptly repair any damage to the Property caused by its inspections and investigations. Buyer shall indemnify, defend and hold Seller and the Property harmless from any and all claims, liabilities, damages, costs and expenses, (including reasonable attorneys' fees) arising out of, or resulting from, the acts or omissions of Buyer and/or Buyer's agents, contractors and/or subcontractors occurring during or resulting from such entry or activities upon the Property. The foregoing indemnification shall survive the Close of Escrow or earlier termination of this Agreement.

10. Representations and Covenants of Seller. Seller hereby represents and covenants to Buyer the following, it being expressly understood and agreed that all such representations are true and correct in all material respects as of the Effective Date. As of the Close of Escrow, the representations contained in this Section 10 shall be true and correct in all material respects, subject to any matters disclosed in writing by Seller to Buyer as provided herein.

(a) Seller has full right and power to execute, deliver and perform its obligations under this Agreement, and when executed and delivered, Seller and all parties having an interest in the Property shall be lawfully bound by the terms of this Agreement. Seller shall not further transfer or encumber the Property or allow the Property to be further encumbered prior to the Close of Escrow.

(b) To Seller's actual knowledge, neither this Agreement nor anything provided to be done hereunder including the transfer of title to the Property to Buyer, violates or shall violate, any contract, instrument, partnership agreement, trust agreement, or any other agreement to which Seller is a party, and which affects the Property or any part thereof, and the sale of the Property herein contemplated does not require the consent of any party not a signatory hereto.

(c) Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code.

(d) To Seller's actual knowledge, except as described in the Preliminary Title Report, there are no leases, licenses, occupancy agreements, or other agreements, oral or written, demising space in, providing for the use or occupancy of, or otherwise similarly affecting or relating to, the Property.

As contained in this Section 10, the phrase “to Seller’s actual” shall mean to the actual knowledge of Rachel Dimond, Assistant City Manager, without the necessity of independent investigation on her part, and she shall bear no personal liability for the accuracy or completeness of the representations contained in this Section 10.

11. Representations and Covenants of Buyer. Buyer hereby represents and covenants to Seller the following, it being expressly understood and agreed that all such representations are true and correct in all material respects as of the Effective Date. As of the Close of Escrow, the representations contained in this Section 11 shall be true and correct in all material respects.

(a) Buyer has the full right, power and authority to enter into this Agreement and has taken all action necessary to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement has been duly and validly authorized by Buyer, and no other action by Buyer is requisite to the valid and binding execution, delivery, and performance of this Agreement by Buyer.

(b) This Agreement and all documents executed by Buyer which are to be delivered to Seller at or prior to the Closing are, or at the time of Closing will be, duly authorized, executed, and delivered by Buyer, are or at the time of Closing, will be legal, valid and binding obligations of Buyer, enforceable in accordance with their terms, and do not and at the time of Closing will not violate any provisions of any agreement or judicial order to which Buyer is a party or to which Buyer is subject.

12. Buyer’s Conditions. For the benefit of the Buyer, the Close of Escrow and Buyer’s obligation to consummate the purchase of Property shall be contingent upon and subject to written notice to Escrow Holder by Buyer of the occurrence of all of the following conditions coincident and precedent (or Buyer’s written waiver thereof, it being agreed that Buyer can waive any or all such contingencies) on or before the Close of Escrow:

(a) Buyer’s obtaining a satisfactory commitment issued by Title Company to issue the Title Policy in favor of Buyer with a liability amount equal to the Purchase Price showing Buyer’s fee interest in the Property subject only to the Permitted Title Exceptions, and being otherwise in accordance with the provisions of Section 5 of this Agreement, and expressly insuring against the claims of any persons in possession, other than Seller, of all or any part of the Property and the claims of any mechanics or materialmen.

(b) That as of the Close of Escrow the representations and warranties of Seller contained in this Agreement are either all true and correct in all material respects or, to the extent that is not the case, have been waived by Buyer.

(c) Seller’s delivery of all documents required to be delivered by Seller pursuant to Section 6 hereof.

(d) Buyer’s approval, prior to the expiration of the Due Diligence Period, of the physical condition of the Property, including without limitation, any and all inspections, tests, survey(s), if any, and other studies to be conducted by Buyer, in Buyer’s sole discretion.

(e) If Buyer has elected to obtain the same, Buyer's obtaining and approving the Survey provided for herein prior to the expiration of the Due Diligence Period.

If all the foregoing conditions have not been either met to Buyer's sole satisfaction or expressly waived in writing by Buyer on or before the respective dates set forth therein, or if no date is set forth therein on or prior to the Close of Escrow, then this Agreement shall, at the option of Buyer, become null and void, in which event, except as expressly set forth in this Agreement, neither party shall have any further rights, duties or obligations hereunder, and Buyer shall be entitled to the immediate refund of the Deposit.

13. Seller's Conditions. For the benefit of Seller, the Close of Escrow and Seller's obligation to consummate the sale of the Property, shall be contingent upon and subject to written notice to the Escrow Holder by Seller of the occurrence of all of the following conditions precedent (or Seller's written waiver thereof, it being agreed that Seller can waive any or all such contingencies) on or before the Close of Escrow:

(a) Deposit by Buyer of the Purchase Price and all other sums to be deposited by Buyer in Escrow in accordance with the requirements hereof.

(b) Buyer's delivery of all documents required to be delivered by Buyer pursuant to Section 6 hereof and performance of all other material covenants and agreements to be performed by Buyer under this Agreement.

(c) That as of the Close of Escrow the representations and warranties of Buyer contained in this Agreement are all either true and correct in all material respects or, to the extent that is not the case, have been waived by Seller.

14. Destruction/Condemnation. In the event that prior to the Close of Escrow, the Property, or any portion thereof, is damaged by fire, earthquake, or other casualty, or is subject to a taking by a public authority other than Buyer, then Buyer shall have the right, exercisable by giving notice to Seller within fifteen (15) days after receiving written notice of such damage or taking, either (a) to terminate this Agreement, in which case neither party shall have any further rights or obligations hereunder, except that (i) Buyer and Seller shall each be responsible for one-half (1/2) of any cancellation fees charged by the Escrow Holder and/or the Title Company and (ii) the Deposit and any other funds deposited into Escrow by Buyer, including interest thereon, shall be refunded to Buyer, or (b) to accept the Property in its then condition and proceed with the Closing, and to receive an assignment of all of Seller's rights to any proceeds of insurance or condemnation awards payable by reason of such damage or taking. If Buyer elects to proceed under the preceding clause (b), there shall be no adjustment to the Purchase Price and Seller shall not compromise, settle or adjust any claims to such proceeds of insurance or condemnation awards. Seller agrees to give Buyer prompt notice of any damage to or taking of the Property promptly after Seller receives notice of the same.

Buyer's Initials: _____

Seller's Initials: _____

15. Disposition of Deposit. IF THE TRANSACTION HEREIN PROVIDED SHALL NOT BE CLOSED BY REASON OF SELLER'S DEFAULT UNDER THIS AGREEMENT OR THE FAILURE OF SATISFACTION OF THE CONDITIONS DESCRIBED IN SECTION 12 HEREOF, AND BUYER SHALL NOT HAVE DEFAULTED UNDER THIS AGREEMENT, THEN THE DEPOSIT SHALL BE RETURNED TO BUYER, AND NEITHER PARTY SHALL HAVE ANY FURTHER OBLIGATION OR LIABILITY TO THE OTHER; PROVIDED, HOWEVER, IF THE TRANSACTIONS HEREUNDER SHALL FAIL TO CLOSE BY REASON OF SELLER'S DEFAULT, AND BUYER SHALL HAVE FULLY PERFORMED ITS OBLIGATIONS HEREUNDER AND SHALL BE READY, WILLING AND ABLE TO CLOSE, THEN BUYER SHALL BE ENTITLED TO SPECIFICALLY ENFORCE THIS AGREEMENT (BUT NO OTHER ACTION, FOR DAMAGES OR OTHERWISE, SHALL BE PERMITTED). BUYER'S ACTION TO SPECIFICALLY ENFORCE THIS AGREEMENT UNDER THIS SECTION MUST BE FILED AND SERVED, IF AT ALL, WITHIN NINETY (90) DAYS AFTER THE SCHEDULED CLOSE OF ESCROW. IF BUYER FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY AS HEREIN PROVIDED BY REASON OF ANY DEFAULT OF BUYER, IT IS AGREED THAT THE DEPOSIT SHALL BE NON-REFUNDABLE AND SELLER SHALL BE ENTITLED TO SUCH DEPOSIT, WHICH AMOUNT SHALL BE ACCEPTED BY SELLER AS LIQUIDATED DAMAGES AND NOT AS A PENALTY AND AS SELLER'S SOLE AND EXCLUSIVE REMEDY. IT IS AGREED THAT SAID AMOUNT CONSTITUTES A REASONABLE ESTIMATE OF THE DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTION 1671 ET SEQ. BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL OR IMPOSSIBLE TO PRESENTLY PREDICT WHAT MONETARY DAMAGES SELLER WOULD SUFFER UPON BUYER'S FAILURE TO COMPLETE ITS PURCHASE OF THE PROPERTY. BUYER DESIRES TO LIMIT THE MONETARY DAMAGES FOR WHICH IT MIGHT BE LIABLE HEREUNDER AND BUYER AND SELLER DESIRE TO AVOID THE COSTS AND DELAYS THEY WOULD INCUR IF A LAWSUIT WERE COMMENCED TO RECOVER DAMAGES OR OTHERWISE ENFORCE SELLER'S RIGHTS. IF FURTHER INSTRUCTIONS ARE REQUIRED BY ESCROW HOLDER TO EFFECTUATE THE TERMS OF THIS PARAGRAPH, BUYER AND SELLER AGREE TO EXECUTE THE SAME. THE PARTIES ACKNOWLEDGE THIS PROVISION BY PLACING THEIR INITIALS BELOW:

SELLER

BUYER

16. As-Is Sale. BUYER ACKNOWLEDGES AND AGREES THAT BUYER WILL BE CONCLUDING THE PURCHASE OF THE PROPERTY BASED SOLELY UPON BUYER'S INSPECTION AND INVESTIGATION OF THE PROPERTY, AND THAT BUYER WILL BE PURCHASING THE PROPERTY ON AN "AS IS, WHERE IS" BASIS, WITH ALL FAULTS, LATENT AND PATENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, BUYER ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, IS NOT HEREBY MAKING, AND SELLER HEREBY EXPRESSLY DISCLAIMS AND NEGATES, ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, EXCEPT THOSE EXPRESSLY CONTAINED IN SECTION 10 OF THIS AGREEMENT, ON WHICH BUYER IS RELYING AS TO ANY MATTER CONCERNING THE PROPERTY AND DESCRIBED THEREIN. BUYER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR

TO BE PROVIDED WITH RESPECT TO THE PROPERTY BY OR ON BEHALF OF SELLER, INCLUDING, WITHOUT LIMITATION, THE ENVIRONMENTAL REPORTS AND THE OTHER DOCUMENTS AND INSTRUMENTS TO BE DELIVERED TO OR OTHERWISE MADE AVAILABLE TO BUYER, WAS OBTAINED FROM A VARIETY OF SOURCES, THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION, THAT ALL SUCH INFORMATION HAS BEEN AND SHALL BE PROVIDED SOLELY AS AN ACCOMMODATION TO BUYER, AND THAT SELLER MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY, TRUTHFULNESS OR COMPLETENESS OF SUCH INFORMATION. AS PART OF BUYER'S AGREEMENT TO PURCHASE AND ACCEPT THE PROPERTY "AS-IS, WHERE-IS," AND "WITH ALL FAULTS", AND NOT AS A LIMITATION ON SUCH AGREEMENT, BUYER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY AND ALL ACTUAL OR POTENTIAL CLAIMS OR RIGHTS AGAINST THE SELLER ARISING OUT OF THE INACCURACY OR INCOMPLETENESS OF ANY MATERIALS SO FURNISHED, ARISING OUT OF OR IN CONNECTION WITH THE ENVIRONMENTAL CONDITION OF THE PROPERTY, AND ANY AND ALL ACTUAL OR POTENTIAL CLAIMS OR RIGHTS BUYER MIGHT HAVE REGARDING ANY FORM OF REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR TYPE, RELATING TO THE PROPERTY, OTHER THAN IN CONNECTION WITH THOSE REPRESENTATIONS AND WARRANTIES EXPRESSLY CONTAINED IN SECTION 10 OF THIS AGREEMENT. SUCH WAIVER IS ABSOLUTE, COMPLETE, TOTAL AND UNLIMITED IN ANY WAY. AS PART OF THE PROVISIONS OF THIS SECTION, BUT NOT AS A LIMITATION THEREON, BUYER HEREBY AGREES, REPRESENTS AND WARRANTS THAT THE MATTERS RELEASED HEREIN ARE NOT LIMITED TO MATTERS WHICH ARE KNOWN OR DISCLOSED, AND BUYER HEREBY WAIVES ANY AND ALL RIGHTS AND BENEFITS WHICH IT NOW HAS, OR IN THE FUTURE MAY HAVE CONFERRED UPON IT, BY VIRTUE OF THE PROVISIONS OF FEDERAL, STATE OR LOCAL LAWS, RULES OR REGULATIONS, INCLUDING WITHOUT LIMITATION, SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA OR ANY SIMILAR STATUTE, LAW, RULE OR REGULATION OF ANY OTHER STATE. BUYER ACKNOWLEDGES THAT SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA 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."

SELLER AND BUYER HAVE EACH INITIALED THIS SECTION TO FURTHER INDICATE THEIR AWARENESS AND ACCEPTANCE OF EACH AND EVERY PROVISION HEREOF.

SELLER

BUYER

The provisions of this Section 16 shall survive the Close of Escrow and the Recording of the Grant Deed.

17. Purchase by Seller. If Buyer ultimately fails to receive approval of an on-premise sign permit for the currently existing pylon sign on the Property from the California Department of Transportation ("Caltrans") and Caltrans requires Buyer to remove the sign, Seller agrees to consider purchasing the Land from the Buyer for a purchase price of Ten Dollars (\$10.00) subject to the following: (i) the Sellers review and approval of all exceptions to title as shown on a current preliminary title report and the physical condition of the Land, (ii) that all Improvements will be removed from the Land at the sole cost of Buyer prior to the purchase of the Land by Seller, and (iii) the approval of a purchase and sale agreement by the Compton City Council and the completion of all other actions and proceedings as required by law for the purchase of the Land by Seller.

18. Notices. All notices and demands shall be given in writing by certified mail, postage prepaid, and return receipt requested, or by personal delivery (by recognized courier service or otherwise). Notices shall be considered given upon the earlier of (a) personal delivery or (b) two (2) business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested. A copy of all notices shall be sent to Escrow Holder. 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:

Seller: City of Compton
205 S. Willowbrook Avenue
Compton, CA 90220
Attention: Rachel Dimond, Asst. City Manager
Phone: (310) 605-5585
Email: rdimond@comptoncity.org

with a copy to: City of Compton
205 S. Willowbrook Avenue
Compton, CA 90220
Attention: Eric Perrodin
Phone: (310) 605-5582
Email: eperrodin@comptoncity.org

with a copy to: Richards, Watson & Gershon
350 S. Grand Ave., 37th Floor
Los Angeles, CA 90071
Attention: Jim G. Grayson, Esq.
Phone: (213) 626-8484
Email: jgrayson@rwglaw.com

Buyer: CLPF Gateway Towne Center LP
c/o Clarion Partners
601 S. Figueroa Street, Suite 3600
Los Angeles, CA 90017
Attention: Retail Asset Management

with copies to: CLPF Gateway Towne Center LP
c/o Clarion Partners
601 S. Figueroa Street, Suite 3600
Los Angeles, CA 90017
Attention: Jessica Betts
Phone: (213) 236-3443
Email: jessica.betts@clarionpartners.com

Rutan & Tucker, LLP
18575 Jamboree Road, 9th Floor
Irvine, CA 92612
Attention: Alan Fenstermacher
Phone: (714) 641-3452
Email: afenstermacher@rutan.com

Escrow Holder: Fidelity National Title Company
4400 MacArthur Blvd., Suite 200
Newport Beach, CA 92660
Attention: Jody Kelly, Escrow Officer
Phone: (949) 622-4995
Email: jodykellyteam@fnf.com

19. Broker's Commissions. Each party represents to the other party that the representing party has incurred no liability for any brokerage commission or finder's fee arising from or relating to the transactions contemplated by this Agreement. Each party hereby indemnifies and agrees to protect, defend and hold harmless the other party from and against all liability, cost, damage or expense (including, without limitation, attorneys' fees and costs incurred in connection therewith) on account of any brokerage commission or finder's fee which the

indemnifying party has agreed to pay or which is claimed to be due as a result of the actions of the indemnifying party. This Section 18 is intended to be solely for the benefit of the parties hereto and is not intended to benefit, nor may it be relied upon by, any person or entity not a party to this Agreement. The indemnification obligations contained in this Section 18 shall survive the Close of Escrow and the delivery of the Grant Deed.

20. Time is of the Essence. The parties hereto agree that time is of the essence with respect to each term, condition and covenant hereof.

21. Successors and Assigns. The provisions of this Agreement are expressly binding upon, and shall inure to the benefit of, the parties hereto and their successors in interest and assigns.

22. Entire Agreement. This Agreement, together with all exhibits hereto, integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

23. Severability. Invalidation of any of the terms, conditions, covenants, or other provisions contained herein by judgment or court order shall in no way affect any of the other terms, conditions, covenants, or provisions hereof, and the same shall remain in full force and effect.

24. Amendments. Any amendments to this Agreement shall be effective only when duly executed by Seller and Buyer and deposited with Escrow Holder. Any such amendments may be executed by the City Manager of the City of Compton on behalf of the Buyer.

25. Attorneys' Fees. In the event that any proceeding is brought for the enforcement of this Agreement or as the result of any alleged breach thereof, the prevailing party or parties in such proceeding shall be entitled to recover their reasonable attorneys' fees, costs, and expenses from the losing party or parties, and any decision rendered in such proceedings shall include an award thereof.

26. Non-Applicability of Surplus Land Act. Buyer and Seller hereby agree that the provisions of the California Surplus Land Act (Government Code Section 54221 *et seq.*) do not apply to this Agreement to sell the Property because the Property is already subject to the Ground Lease, whereby Seller leases the Property to Buyer. Thus, the Property has already been disposed of to the Buyer by virtue of the Ground Lease, and is not surplus land. Further, the Ground Lease is a valid legal restriction that prevents the Property from being available for housing or other uses.

27. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of Seller and Buyer and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

28. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

instrument. For purposes of this Agreement, facsimile signatures shall be deemed to be original signatures, and shall be followed by the immediate overnight delivery of original signature pages.

30. Assignment of Agreement. Neither Buyer nor Seller may assign or transfer their respective rights or obligations under this Agreement without first obtaining the prior written consent of the other, which consent may be granted or withheld in the sole and absolute discretion of the applicable party.

31. Interpretation. Whenever used herein, the term “including” shall be deemed to be followed by the words “without limitation.” Words used in the singular number shall include the plural, and vice-versa, and any gender shall be deemed to include each other gender.

32. Captions. The captions and headings of the Articles and Sections of this Agreement are for convenience of reference only, and shall not be deemed to define or limit the provisions hereof.

33. Exhibits. The exhibits and schedules attached hereto are hereby incorporated by reference herein.

34. Effect of Waiver. A waiver by either party hereto shall not affect either party's right to enforce the provisions contained herein, nor shall any extension or waiver be held to be an extension of time or waiver of any prior or subsequent breach of the same or any other obligation under this Agreement.

35. Confidentiality. Buyer acknowledges that, during the course of its due diligence, the information it will receive with respect to the Property and Seller is confidential in nature. Buyer agrees (unless otherwise required by law) not to disclose such information to any third party and to keep such information confidential, except for disclosures which may be made to Buyer's attorneys, accountants, and other consultants employed for the purpose of facilitating the transactions contemplated hereby, provided that Buyer makes all such parties aware of the confidentiality requirements set forth herein, and causes such parties to abide by this Section.

36. No Memorandum. The parties agree that neither this Agreement nor a memorandum hereof shall be recorded, as the parties intend to maintain the confidentiality of the transactions contemplated hereby.

[Remainder of this page intentionally left blank]

[Signatures appear on next page]

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

SELLER:

CITY OF COMPTON,
a municipal corporation

By: _____
Name: Thomas Thomas
Title: City Manager

ATTEST:

Alita Godwin, City Clerk

APPROVED AS TO FORM:

Eric J. Perrodin, City Attorney

BUYER:

CLPF GATEWAY TOWNE CENTER LP
a Delaware Limited Partnership

By: Clarion Lion Properties Fund Holdings, L.P., its sole member

By: Clarion Lion Properties Fund Holdings REIT, LLC, its sole member

By: Clarion Lion Properties Fund, LP, its managing member

By: Clarion Partners, LLC, its sole member

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

PRELIMINARY REPORT
Your Reference:

Fidelity National Title Company
Order No.: 997-30093502-TC1

EXHIBIT A LEGAL DESCRIPTION

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

THAT PORTION OF LOT XIII OF THE HELLMAN TRACT, IN THE CITY OF COMPTON, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 2, PAGE 524](#), MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF ALAMEDA STREET, 60 FEET WIDE, AS DESCRIBED IN DEED TO THE COUNTY OF LOS ANGELES RECORDED IN BOOK 701, PAGE 330, OF OFFICIAL RECORDS, IN THE OFFICE OF SAID COUNTY RECORDER, WITH THE NORTHEASTERLY LINE OF THE 270-FOOT FLOOD CONTROL CHANNEL AS CONDEMNED FOR FLOOD CONTROL PURPOSES, BY FINAL DECREE OF CONDEMNATION IN LOS ANGELES COUNTY SUPERIOR COURT, CASE NO. 411836, A CERTIFIED COPY THEREOF BEING RECORDED JULY 19, 1938 IN BOOK 15881, PAGE 288 OF SAID OFFICIAL RECORDS; THENCE N. 7° 31' 35" W., ALONG SAID WESTERLY LINE OF ALAMEDA STREET, A DISTANCE OF 148.12 FEET TO A POINT ON AN CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 9,915 FEET; THENCE WESTERLY, FROM A TANGENT THAT BEARS S. 88° 43' 17" W., ALONG SAID CURVE, THROUGH AN ANGLE OF 0° 35' 40", AN ARC DISTANCE OF 102.87 FEET TO A POINT ON SAID NORTHEASTERLY LINE OF SAID FLOOD CONTROL CHANNELS, DISTANT THEREON, 188.88 FEET NORTHWESTERLY FROM SAID POINT OF BEGINNING; THENCE S. 40° 19' 08" E., ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 188.88 FEET TO SAID POINT OF BEGINNING.

EXCEPT THEREFROM ALL OIL, GAS, MINERAL AND HYDROCARBONS AND APPURTENANT RIGHTS THERETO, AS RESERVED IN DEED FROM FLORENCE HELLMAN EHRMAN, ET AL, TO THE STATE OF CALIFORNIA, RECORDED OCTOBER 5, 1954 IN BOOK 45758, PAGE 305, OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM THAT PORTION OF LOT 13 OF THE HELLMAN TRACT, AS SHOWN ON MAP RECORDED IN [BOOK 2, PAGES 524](#) AND 525, MISCELLANEOUS RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF LAND DESCRIBED IN DEED TO THE CITY OF COMPTON, RECORDED IN [BOOK 51029, PAGE 321](#) OF OFFICIAL RECORDS IN SAID OFFICE; THENCE N 07° 31' 35" W ALONG WESTERLY LINE OF ALAMEDA STREET, AS DESCRIBED IN SAID DEED, 33.80 FEET TO A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 6,916.00 FEET; THENCE WESTERLY ALONG SAID CURVE, FROM A TANGENT WHICH BEARS N 88° 01' 36" W, THROUGH AN ANGLE OF 00° 12' 19" AN ARC DISTANCE OF 24.78 FEET TO THE SOUTHWESTERLY LINE OF THE LAND DESCRIBED IN SAID DEED; THENCE S 40° 19' 08" E, ALONG SAID SOUTHWESTERLY LINE, 45.13 FEET TO THE POINT OF BEGINNING.

[APN: 7306-007-900](#)

EXHIBIT B

FORM OF GRANT DEED

RECORDING REQUESTED BY:

Fidelity National Title Company

AND WHEN RECORDED RETURN TO:

City of Compton
205 S. Willowbrook Avenue
Compton, CA 90220
Attention: City Clerk

APN: 7306-007-900

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**This Document is recorded for the benefit of the City of Compton and
is exempt from recording fees pursuant to Sections 6103, 27383
and 27388.1 of the California Government Code.**

DOCUMENTARY TRANSFER TAX \$ _____
...Computed on the consideration or value of property
conveyed; OR
...Computed on the consideration or value less liens or
encumbrances remaining at time of sale.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Signature of Declarant or Agent determining tax - Firm Name

GRANT DEED

THE UNDERSIGNED GRANTOR DECLARES AS FOLLOWS:

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged the CITY OF COMPTON, a municipal corporation (collectively, the “**Grantor**”) hereby grants to CLPF GATEWAY TOWNE CENTER, LP, a Delaware limited partnership (“**Grantee**”), certain real property located in the City of Compton, County of Los Angeles, State of California, more particularly described on **Exhibit A** attached hereto and incorporated herein by reference.

SUBJECT TO:

1. General and special real property taxes and assessments and supplemental assessments for the current fiscal year;
2. All liens, encumbrances, easements, covenants, conditions and restrictions of record; and
3. All matters which would be revealed or disclosed in an accurate survey of the property.

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

SELLER:

CITY OF COMPTON,
a municipal corporation

By: _____
Name: Thomas Thomas
Title: City Manager

ATTEST:

Alita Godwin, City Clerk

APPROVED AS TO FORM:

Eric Perrodin, 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 Los Angeles)

On _____, before me, _____,
Notary Public, personally appeared _____
(insert name and title of the officer)

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.

LEGAL DESCRIPTION OF THE PROPERTY

PRELIMINARY REPORT
Your Reference:

Fidelity National Title Company
Order No.: 997-30093502-TC1

EXHIBIT A LEGAL DESCRIPTION

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

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BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF ALAMEDA STREET, 60 FEET WIDE, AS DESCRIBED IN DEED TO THE COUNTY OF LOS ANGELES RECORDED IN BOOK 701, PAGE 330, OF OFFICIAL RECORDS, IN THE OFFICE OF SAID COUNTY RECORDER, WITH THE NORTHEASTERLY LINE OF THE 270-FOOT FLOOD CONTROL CHANNEL AS CONDEMNED FOR FLOOD CONTROL PURPOSES, BY FINAL DECREE OF CONDEMNATION IN LOS ANGELES COUNTY SUPERIOR COURT, CASE NO. 411836, A CERTIFIED COPY THEREOF BEING RECORDED JULY 19, 1938 IN BOOK 15881, PAGE 288 OF SAID OFFICIAL RECORDS; THENCE N. 7° 31' 35" W., ALONG SAID WESTERLY LINE OF ALAMEDA STREET, A DISTANCE OF 148.12 FEET TO A POINT ON AN CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 9,915 FEET; THENCE WESTERLY, FROM A TANGENT THAT BEARS S. 88° 43' 17" W., ALONG SAID CURVE, THROUGH AN ANGLE OF 0° 35' 40", AN ARC DISTANCE OF 102.87 FEET TO A POINT ON SAID NORTHEASTERLY LINE OF SAID FLOOD CONTROL CHANNELS, DISTANT THEREON, 188.88 FEET NORTHWESTERLY FROM SAID POINT OF BEGINNING; THENCE S. 40° 19' 08" E., ALONG SAID NORTHEASTERLY LINE, A DISTANCE OF 188.88 FEET TO SAID POINT OF BEGINNING.

EXCEPT THEREFROM ALL OIL, GAS, MINERAL AND HYDROCARBONS AND APPURTENANT RIGHTS THERETO, AS RESERVED IN DEED FROM FLORENCE HELLMAN EHRMAN, ET AL, TO THE STATE OF CALIFORNIA, RECORDED OCTOBER 5, 1954 IN BOOK 45758, PAGE 305, OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM THAT PORTION OF LOT 13 OF THE HELLMAN TRACT, AS SHOWN ON MAP RECORDED IN [BOOK 2, PAGES 524](#) AND 525, MISCELLANEOUS RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF LAND DESCRIBED IN DEED TO THE CITY OF COMPTON, RECORDED IN [BOOK 51029, PAGE 321](#) OF OFFICIAL RECORDS IN SAID OFFICE; THENCE N 07° 31' 35" W ALONG WESTERLY LINE OF ALAMEDA STREET, AS DESCRIBED IN SAID DEED, 33.80 FEET TO A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 6,916.00 FEET; THENCE WESTERLY ALONG SAID CURVE, FROM A TANGENT WHICH BEARS N 88° 01' 36" W, THROUGH AN ANGLE OF 00° 12' 19" AN ARC DISTANCE OF 24.78 FEET TO THE SOUTHWESTERLY LINE OF THE LAND DESCRIBED IN SAID DEED; THENCE S 40° 19' 08" E, ALONG SAID SOUTHWESTERLY LINE, 45.13 FEET TO THE POINT OF BEGINNING.

[APN: 7306-007-900](#)

December 27, 2022

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY ATTORNEY

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO AMEND THE CITY ATTORNEY
DEPARTMENT 2022-2023 FISCAL YEAR BUDGET TO DELETE ONE
ADMINISTRATIVE ANALYST II AND ADD ONE SENIOR
ADMINISTRATIVE ANALYST POSITION**

SUMMARY

Adoption of this resolution will authorize the City Manager to amend the City Attorney's Department 2022-2023 Fiscal Year budget to delete one Administrative Analyst II position and add one Senior Administrative Analyst position.

BACKGROUND

On June 30, 2022, the City Council adopted Resolution No. 25,694, adopting the City of Compton's Fiscal Year 2022-2023 budget.

Due to the current staffing needs, the City Attorney and Chief Deputy City Attorney have determined that staffing one Senior Administrative Analyst position would better meet the needs of the department. The duties of the Senior Administrative Analyst position performs a variety of professional administrative functions supporting a department director and/or senior management personnel; prepares correspondence; maintains departmental records and filing systems; conducts special projects; and performs other related duties.

STATEMENT OF ISSUE

The City Attorney has assessed the organizational needs of the department and determined that there is a need for staffing adjustments to the City Attorney Department budget. The City Attorney requests that one Administrative Analyst II position be deleted and one Senior Administrative Analyst position be added to the City Attorney Department's FY 2022-2023 budget.

Therefore, in order for the City Attorney to amend the City Attorney's Department 2022-2023 Fiscal Year's budget to delete one Administrative Analyst II and add one Senior Administrative Analyst position, City Council's authorization is necessary.

ALTERNATIVE

The department desires to delete the Administrative Analyst II and add one Senior Administrative Analyst position to assist with the increasing administrative demands of the department. Therefore, no other alternative is being recommended.

FISCAL IMPACT

The fiscal impact is as follows:

	<u>Position (Step E)</u>	<u>Salary</u>
Delete:	Administrative Analyst II	\$70,584
Add:	Senior Administrative Analyst	<u>\$80,328</u>
Net Salary Cost:		\$ 9,744

Thus, the fiscal impact will be a salary cost of \$9,774 in the City Attorney Department Fiscal Year 2022-2023 budget. Funding for the one Senior Administrative Analyst position and the additional net salary cost of \$9,744 will come from Account No. 1001-420-000-4101.

RECOMMENDATION

Staff recommends the City Council adopt the attached resolution.

**ERIC PERRODIN
CITY ATTORNEY**

APPROVED FOR FORWARDING:

**THOMAS THOMAS
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO AMEND THE CITY ATTORNEY
DEPARTMENT 2022-2023 FISCAL YEAR BUDGET TO DELETE ONE
ADMINISTRATIVE ANALYST II AND ADD ONE SENIOR ADMINISTRATIVE
ANALYST POSITION**

WHEREAS, on June 30, 2022, the City Council adopted Resolution No. 25,694, adopting the City of Compton's Fiscal Year 2022-2023 budget; and

WHEREAS, due to the current staffing needs, the City Attorney and Chief Deputy City Attorney have determined that staffing one Senior Administrative Analyst position would better meet the needs of the department; and

WHEREAS, the duties of the Senior Administrative Analyst position performs a variety of professional administrative functions supporting a department director and/or senior management personnel; prepares correspondence; maintains departmental records and filing systems; conducts special projects; and performs other related duties; and

WHEREAS, the City Attorney has assessed the organizational needs of the department and determined that there is a need for staffing adjustments to the City Attorney Department's budget; and

WHEREAS, the City Attorney requests that one Administrative Analyst II position be deleted and one Senior Administrative Analyst position be added to the City Attorney Department's FY 2022-2023 budget; and

WHEREAS, the fiscal impact is as follows:

	<u>Position (Step E)</u>	<u>Salary</u>
Delete:	Administrative Analyst II	\$70,584
Add:	Senior Administrative Analyst	<u>\$80,328</u>
Net Salary Cost:		\$ 9,744; and

WHEREAS, the fiscal impact will be a salary cost of \$9,744 in the City Attorney Departments Fiscal Year 2022-2023 budget; and

WHEREAS, funding for the one Senior Administrative Analyst position and the additional net salary cost of \$9,744 will come from Account No. 1001-420-000-4101.

WHEREAS, in order for the City Attorney to amend the City Attorney Department 2022-2023 Fiscal Year's budget to delete one Administrative Analyst II and add one Senior Administrative Analyst position, City Council's authorization is necessary

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

SECTION 1. That the City Attorney Departments 2022-2023 Fiscal Years budget shall be amended to delete one Administrative Analyst II position and add one Senior Administrative Analyst position.

SECTION 2. That funds will be available in the City Attorney Departments 2022-2023 Fiscal Year budget in Account No. 1001-420-000-4101 to fund the one Senior Administrative Analyst position and the additional net salary cost of (\$9,744).

Resolution No. _____
Page 2

SECTION 3. That copies of this resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and Human Resources Department.

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

ADOPTED this _____ day of _____, 2022.

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 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 _____, 2022.

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

December 27, 2022

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CITY CLERK

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
DECLARING THE RESULTS OF A SPECIAL MUNICIPAL ELECTION
HELD IN THE CITY OF COMPTON ON NOVEMBER 8, 2022**

SUMMARY

The attached Resolution declares the results of a Special Municipal Election held on November 8, 2022.

BACKGROUND

Section 603 of the Compton City Charter provides that the City Council shall hold at least four regular meetings each month.

Section 1301 of the Compton City Charter provides that the Primary Nominating Elections shall be held on the third Tuesday in April in each odd-numbered year, and Section 1302 provides that the General Municipal Elections shall be held on the first Tuesday in June in each odd-numbered year.

On July 26, 2022 the City Council adopted an ordinance calling for a special municipal election to be held on November 8, 2022, to be consolidated with the election to be conducted by the County of Los Angeles on the same date. The City Council also approved a resolution ordering that two measures be submitted to the voters of the City on the same date.

The Special Election was held on November 8, 2022. The Registrar-Recorder/County Clerk of the County of Los Angeles provided election services, including the official canvass of the votes cast in the Special Election, and it appears that the Special Election was held and conducted in accordance with the provisions of the California Elections Code.

The whole number of ballots cast in the City at the Special Election was 12,246, of which 4,292 voted for Ballot Measure AM and 7,112 voted against Ballot Measure AM and 7,196 voted for Ballot Measure ED and 4,137 voted against Ballot Measure ED.

Ballot Measure AM was not approved by a majority of the votes cast at the Special Election and Ballot Measure ED was approved by a majority of the votes cast at the Special Election.

Staff Report – Resolution Declaring Election Results
Page 2

Pursuant to Section 10264 of the California Elections Code, the City Clerk is required to insert in the minutes of the meeting of the City Council a statement of the results of the Special Election. The City Clerk will then transmit the amended Charter to the Secretary of State of the State of California.

FISCAL IMPACT

Los Angeles County will invoice the City of Compton for the costs of its portion of the election services. Funds for the expenditures related to the Special Election are available in the City Clerk's 2022-2023 fiscal year election budget.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

ALITA GODWIN, MMC
CITY CLERK

APPROVED FOR FORWARDING:

THOMAS THOMAS
CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING
THE RESULTS OF A SPECIAL MUNICIPAL ELECTION HELD IN THE CITY OF
COMPTON ON NOVEMBER 8, 2022**

RECITALS:

WHEREAS, the City Council of the City of Compton (“City Council”) adopted on July 26, 2022, an ordinance entitled, “An Ordinance of the City Council of the City of Compton Calling and Providing for a Special Municipal Election to be Held in the City of Compton on November 8, 2022” (“Ordinance Calling Election”), calling for a special municipal election (“Special Election”) of the qualified electors within the City of Compton (“City”) to be consolidated with the election to be conducted by the County of Los Angeles on the same date; and

WHEREAS, the City Council adopted on July 26, 2022, a resolution entitled, “A Resolution of the City Council of the City of Compton ordering that two measures be submitted to the voters of the City at the Special Municipal Election to be held on November 8, 2022, to amend the City of Compton Charter in connection with reducing the number of required monthly regular City Council meetings and Changing the date of Primary Nominating Elections and General Municipal Elections, and directing the City Attorney to prepare an impartial analysis of the measures; and

WHEREAS, the City Council adopted on July 26, 2022, adopted a resolution entitled “A Resolution of the City Council of the City of Compton Requesting the Board of Supervisors of the County of Los Angeles to Consolidate a Special Municipal Election to be held on November 8, 2022, with the Election to be conducted by the County of Los Angeles on the same date Pursuant to Section 10403 of the California Elections Code” (“Resolution Requesting Consolidation of Election”); and

WHEREAS, pursuant to the terms of the Ordinance calling for the Election and the Resolution approving the submission of two ballot measures, which are by this reference incorporated herein, the Special Election was held on November 8, 2022; and

WHEREAS, pursuant to the terms of the Resolution Requesting Consolidation of Election, the Registrar-Recorder/County Clerk of the County of Los Angeles provided election services, including the official canvass of the votes cast in the Special Election, and it appears that the Special Election was held and conducted in accordance with the provisions of the California Elections Code; and

WHEREAS, the City Clerk has on file the Final Official Statement of Votes Cast by Precinct and Certificate of the Canvass of the Election Returns by the Registrar-Recorder/County of the County of Los Angeles relating to the official canvass of the votes cast in the Special Election (the “Certificate”), a copy of which is attached hereto as Exhibit “A” and by this reference incorporated herein; and

WHEREAS, this City Council has reviewed the Certificate and hereby approves the Certificate; and

**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.

RESOLUTION NO. _____

Page 2

Section 2. That the whole number of ballots cast in the City at the Special Election was 12,246, of which 4,292 voted for Ballot Measure AM and 7,112 voted against Ballot Measure AM and 7,196 voted for Ballot Measure ED and 4,137 voted against Ballot Measure ED.

The results of the Special Election are set forth in the Certificate on file with the City Clerk and attached hereto as Exhibit "A" **Ballot Measure AM was not approved** by a majority of the votes cast and **Ballot Measure ED was approved** by a majority of the votes cast.

Section 3. That the City Clerk is hereby directed to insert in the minutes of the meeting of this Council, a statement of the results of said election, as above set forth, as required by Section 10264 of the Elections Code.

Section 4. That the City Clerk is hereby directed to transmit the amended Charter to the Secretary of State of the State of California.

Section 5. That the Mayor shall sign and the City Clerk shall attest to the adoption of this resolution.

ADOPTED this _____ day of _____, 2022.

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 _____, 2022.

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

EXHIBIT “A”

**FINAL OFFICIAL STATEMENT OF VOTES CAST BY PRECINCT AND
CERTIFICATE OF THE CANVASS OF THE ELECTION RETURNS**

Los Angeles County
Registrar-Recorder/County Clerk

Certificate of the Canvass of the Election Returns

I, DEAN C. LOGAN, Registrar-Recorder/County Clerk of the County of Los Angeles, of the State of California, DO HEREBY CERTIFY that pursuant to the provisions of Section 15300 et seq. of the California Elections Code, I did canvass the returns of the votes cast for each elective office and/or measure(s) for

Compton City

at the General Election, held on the 8th day of November, 2022.

I FURTHER CERTIFY that the Statement of Votes Cast, to which this certificate is attached, shows the total number of ballots cast in said jurisdiction, and that the whole number of votes cast for each candidate and/or measure(s) in said jurisdiction in each of the respective precincts therein, and the totals of the respective columns and the totals as shown for each candidate and/or measure(s) are full, true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 5th day of December, 2022.



Dean C. Logan
DEAN C. LOGAN
Registrar-Recorder/County Clerk
County of Los Angeles

FINAL OFFICIAL STATEMENT OF VOTES CAST BY PRECINCT			COMPTON CITY SPECIAL MUNI MEASURED									
LOCATION	REGIS- TRATION	BALLOTS CAST	YES NO									
COMPTON - 1450046A VOTE BY MAIL		100	54	33								
TOTAL	2738	510	317	162								
COMPTON - 1450052A VOTE BY MAIL		610	371	195								
TOTAL												
COMPTON - 1450052A VOTE BY MAIL		103	59	39								
TOTAL	2496	542	324	169								
COMPTON - 1450055A VOTE BY MAIL		645	383	208								
TOTAL												
COMPTON - 1450055A VOTE BY MAIL		93	52	34								
TOTAL	1824	230	140	84								
COMPTON - 1450091A VOTE BY MAIL		323	192	118								
TOTAL												
COMPTON - 1450091A VOTE BY MAIL		108	64	33								
TOTAL	2355	600	349	213								
COMPTON - 1450113A VOTE BY MAIL		708	413	246								
TOTAL												
COMPTON - 1450113A VOTE BY MAIL		128	60	57								
TOTAL	2897	574	358	178								
COMPTON - 1450118A VOTE BY MAIL		702	418	235								
TOTAL												
COMPTON - 1450118A VOTE BY MAIL		77	44	25								
TOTAL	2051	544	318	183								
COMPTON - 1450137B* VOTE BY MAIL		621	362	208								
TOTAL												
COMPTON - 1450137B* VOTE BY MAIL		26	14	9								
TOTAL	475	62	41	19								
COMPTON - 1450141A VOTE BY MAIL		88	55	28								
TOTAL												
COMPTON - 1450141A VOTE BY MAIL		85	44	34								
TOTAL	1656	322	190	119								
COMPTON - 1450141C* VOTE BY MAIL		407	234	153								
TOTAL												
COMPTON - 1450141C* VOTE BY MAIL		0	0	0								
TOTAL	0	0	0	0								
COMPTON - 1450142A VOTE BY MAIL		113	58	46								
TOTAL	2190	387	216	141								
COMPTON - 1450144G* VOTE BY MAIL		500	274	187								
TOTAL												
COMPTON - 1450144G* VOTE BY MAIL		0	0	0								
TOTAL	0	0	0	0								
COMPTON - 1450149A* VOTE BY MAIL		56	29	21								
TOTAL	993	169	105	39								
COMPTON - 1450152A VOTE BY MAIL		225	134	60								
TOTAL												
COMPTON - 1450152A VOTE BY MAIL		62	30	26								
TOTAL	1545	385	224	133								
COMPTON - 1450155G* VOTE BY MAIL		447	254	159								
TOTAL												
COMPTON - 1450155G* VOTE BY MAIL		0	0	0								
TOTAL	1	0	0	0								

December 27, 2022

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY CLERK

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
ACCEPTING THE RESIGNATION OF ALITA GODWIN AFTER OVER 40
YEARS OF PUBLIC SERVICE AND DECLARING THE CITY CLERK
SEAT VACANT**

SUMMARY

This resolution acknowledges the career of Compton's City Clerk, accepts her resignation due to her retirement effective December 31, 2022 and declares the City Clerk's Seat Vacant.

BACKGROUND

The City Clerk, Alita Godwin is retiring after over 40 years of public service for the City of Compton. Alita's career began in the City Clerk's Office on July 1, 1982, where her hard work was rewarded with three promotions prior to being appointed by City Council to the position of City Clerk in January 13, 2004.

Alita's was elected to her first term of office on April 19, 2005 and went on to win four additional elections. Alita approached her position as City Clerk focused on the task at hand, exhibited a public-first attitude and exhibited a command of her responsibilities. She balanced her love for public service with an active church life and spending time with her beautiful family. Alita is married over 31 years with two sons and two grandsons.

STATEMENT OF THE ISSUE

On November 15, 2022, Alita announced her retirement from the City of Compton. City Council is now required to accept the resignation of the City Clerk and to declare the seat vacant as of December 31, 2022 to then be able to appoint a successor City Clerk or hold a special election.

FINANCIAL IMPACT

There is no fiscal impact with the adoption of this resolution.

ALTERNATIVE

No other alternative is available.

RECOMMENDATION

It is recommended that the attached resolution be adopted.

**ALITA GODWIN, MMC
CITY CLERK**

APPROVED FOR FORWARDING:

**THOMAS THOMAS
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
ACCEPTING THE RESIGNATION OF ALITA GODWIN AFTER OVER 40 YEARS
OF PUBLIC SERVICE AND DECLARING THE CITY CLERK SEAT VACANT**

WHEREAS, the City Clerk, Alita Godwin, (“Alita”) is retiring after over 40 years of public service for the City of Compton; and

WHEREAS, Alita’s journey with the City of Compton began on July 1, 1982 when she accepted the position of Clerk Typist in the City Clerk’s Office under the leadership of then City Clerk Charles Davis; and

WHEREAS, in February 23, 1992, Alita was promoted to the position of Administrative Technician; and

WHEREAS, between the years 1999 -2001, Alita held the positions of Deputy City Clerk and Chief Deputy City Clerk; and

WHEREAS, Alita became the City of Compton’s Chief Elections Officer, on January 13, 2004 when she was appointed to the position of City Clerk by then Mayor Eric J. Perrodin, City Councilmember Barbara Calhoun, Councilmember Lillie Dobson, and Councilmember Isadore Hall (Councilmember Yvonne Arceneaux – absent); and

WHEREAS, Alita was elected to her first term of office on April 19, 2005; and

WHEREAS, the election victories continued to pile up and Alita went on to win four additional elections; and

WHEREAS, Alita balanced her love for public service with an active church life and a beautiful family; and

WHEREAS, Alita is married over 31 years with two sons and two grandsons; and

WHEREAS, on November 15, 2022, Alita announced her retirement from the City of Compton; and

WHEREAS, Alita’s longevity, public first attitude and commitment to her role as City Clerk will not be easily duplicated.

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

SECTION 1. That the City accepts the resignation of Alita Godwin and congratulates her on over 40 years of public service to the City of Compton.

SECTION 2. That the City declares the seat of City Clerk vacant as of December 31, 2022.

SECTION 3. That a copy of this Resolution shall be filed in the offices of the City Manager 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 _____, 2022.

MAYOR OF THE CITY OF COMPTON

RESOLUTION NO. _____
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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 _____, 2022.

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