

NOTICE

The Urban Community Development Commission (UCDC) was established by Ordinance August 15, 1975 to function as the governing body of the Community Redevelopment Agency. Its purpose is to aid in planning and implementing projects in the City of Compton.

URBAN COMMUNITY DEVELOPMENT COMMISSION AGENDA

**Tuesday, November 20, 2007
6:50 PM**

WORKSHOP(S)

HEARING(S)

OPENING

ROLL CALL

APPROVAL OF MINUTES

1. OCTOBER 9, 2007

ACTION: APPROVED

ORAL AND WRITTEN COMMUNICATION

EXECUTIVE SECRETARY'S REPORT

2. REQUEST FOR A JOINT PUBLIC HEARING ON THE UPDATED 2008-2013 REDEVELOPMENT AND HOUSING IMPLEMENTATION PLAN FOR THE COMPTON REDEVELOPMENT PROJECT AREA

ACTION: HEARING SET FOR 12-18-07 AT 6:50PM

UNFINISHED BUSINESS

NEW BUSINESS

3. A RESOLUTION OF THE URBAN COMMUNITY DEVELOPMENT COMMISSION, ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON, ACCEPTING THE PROPOSAL OF B-ADAIR CONSULTING AND ADMINISTRATIVE SERVICES TO DEVELOP THE UPDATED 2008-2013 REDEVELOPMENT AND HOUSING IMPLEMENTATION PLAN FOR THE COMPTON REDEVELOPMENT PROJECT AREA

ACTION: RESOLUTION 1,686

4. A RESOLUTION OF THE URBAN COMMUNITY DEVELOPMENT COMMISSION ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON AUTHORIZING THE EXECUTIVE SECRETARY TO PAY FOR SWAYZER'S INC. FOR THE ALAMEDA STREET LANDSCAPING ENHANCEMENT (CIP #08-11)

ACTION: RESOLUTION 1,687

5. AUTHORIZING THE EXECUTIVE SECRETARY TO ISSUE A PURCHASE ORDER TO R. P. LAURAIN & ASSOCIATES TO PROVIDE APPRAISAL SERVICES FOR THE COMMUNITY REDEVELOPMENT AGENCY

ACTION: RESOLUTION 1,688

6. AUTHORIZING A PURCHASE AGREEMENT BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY AND DONEL DEVELOPMENT, LLC., PERLA PROPERTIES, LLC., AND TOP YOU, LLC., FOR THE ACQUISITION OF CERTAIN REAL PROPERTY LOCATED IN THE COMPTON REDEVELOPMENT PROJECT AREA

ACTION: RESOLUTION 1,689

AUDIENCE COMMENTS

COMMISSION COMMENTS

ADJOURNMENT

OCTOBER 9, 2007

The Urban Community Development Commission meeting was called to order at 3:15 p.m. in the Council Chambers of City Hall by Chairperson Pro-Tem Barbara Calhoun.

Roll Call

Commissioners Present: Dobson, Arceneaux, Hall, Calhoun
Commissioners Absent: Perrodin

Other Officials Present: L. Clegg, A. Godwin, C. Evans

APPROVAL OF MINUTES **There were no minutes to be approved.**

EXECUTIVE SECRETARY'S REPORTS

Request for a Joint Public Hearing - Consider a Shopping Center Lease Agreement Between the Community Redevelopment Agency and Prism-IQ Partners, LLC., and Assignment of the Lease to the City of Compton and Reimbursement Agreement Between the City and Prism-IQ Partners, LLC., to enhance Security Services at Gateway Towne Center	On motion by Arceneaux, seconded by Dobson, the hearing was scheduled for 10/23/07, by the following vote on roll call:
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AYES: Commissioners - Dobson, Arceneaux, Hall, Calhoun
NOES: Commissioners - None
ABSENT: Commissioners - Perrodin

<u>CLOSED SESSION</u> Conference with Legal Counsel - Anticipated Litigation Pursuant to California Government Code Section 54956.9(b)	Removed per the City Attorney.
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UNFINISHED BUSINESS **There was no Unfinished Business.**

1.

NEW BUSINESS

AUTHORIZING THE EXECUTIVE SECRETARY TO WORK OUT THE TERMS AND CONDITIONS OF AN OWNER PARTICIPATION AND LOAN AGREEMENT BETWEEN LINC HOUSING CORPORATION AND THE COMMUNITY REDEVELOPMENT AGENCY IN CONNECTION WITH THE DEVELOPMENT OF SENIOR HOUSING ON CERTAIN REAL PROPERTY AT 15610 SOUTH FRAILEY AVENUE IN THE CITY OF COMPTON

Removed.

AUTHORIZING THE EXECUTIVE SECRETARY TO WORK OUT THE TERMS AND CONDITIONS OF AN OWNER PARTICIPATION AND LOAN AGREEMENT BETWEEN THE HAMPTON 930 PARTNERS, LLC., AND COMMUNITY REDEVELOPMENT AGENCY, IN CONNECTION WITH THE PROPOSED DEVELOPMENT OF CERTAIN REAL PROPERTY AT 930 WEST COMPTON BOULEVARD

Removed.

AUDIENCE COMMENTS

There were no Audience Comments.

COMMISSION COMMENTS

There were no Commission Comments.

On motion by Arceneaux, seconded by Dobson, the meeting was adjourned at 3:16 p.m., by the following vote on roll call:

AYES: Commissioners - Dobson, Arceneaux, Hall, Calhoun

NOES: Commissioners - None

ABSENT: Commissioners - Perrodin

On motion by Arceneaux, seconded by Hall, the meeting was reopened at 4:29 p.m., by the following vote on roll call:

AYES: Commissioners - Dobson, Arceneaux, Hall, Calhoun

NOES: Commissioners - None

ABSENT: Commissioners - Perrodin

On motion by Arceneaux, seconded by Hall, to reconsider the joint public hearing scheduled for 10/23/07 at 6:50 p.m., by the following vote on roll call:

AYES: Commissioners - Dobson, Arceneaux, Hall, Calhoun

NOES: Commissioners - None

ABSENT: Commissioners - Perrodin

On motion by Hall, seconded by Arceneaux, the time for the joint public hearing was re-scheduled for 3:20 p.m., by the following vote on roll call:

AYES: Commissioners - Dobson, Arceneaux, Hall, Calhoun

NOES: Commissioners - None

ABSENT: Commissioners - Perrodin

On motion by Arceneaux, seconded by Dobson, the meeting was adjourned at 4:29 p.m., by the following vote on roll call:

AYES: Commissioners - Dobson, Arceneaux, Hall, Calhoun

NOES: Commissioners - None

ABSENT: Commissioners - Perrodin

**Clerk of the Urban Community
Development Commission**

**Chairman of the Urban Community
Development Commission**

November 20, 2007

TO: CHAIRMAN AND COMMISSIONERS

FROM: EXECUTIVE SECRETARY

**SUBJECT: REQUEST FOR A JOINT PUBLIC HEARING ON THE UPDATED
2008-2013 REDEVELOPMENT AND HOUSING
IMPLEMENTATION PLAN FOR THE COMPTON
REDEVELOPMENT PROJECT AREA**

SUMMARY

Request the Commission to schedule a joint public hearing to update the Redevelopment and Housing Implementation Plan pursuant to Assembly Bill 1290 (AB 1290).

BACKGROUND

Section 33490 of the California Redevelopment Law requires redevelopment agencies to produce implementation plans every five years. Implementation plans are designed to be a tool outlining the agency's goals and objectives for a five-year period. The requirement for implementation plans reflects a legislative concern that redevelopment activities should be connected with the blight that justified adoption of the redevelopment plan. The implementation plan is one of several requirements aimed at making sure that redevelopment activities contribute to the elimination of blight.

In 1994, Assembly Bill 1290 (AB 1290), known as the Community Redevelopment Law Reform Act of 1993, was passed to refocus the redevelopment process on statewide concerns of alleviating blighted conditions, stimulating economic development, and providing affordable housing for low and moderate income households.

The current AB 1290 Redevelopment and Housing Implementation Plan for the Compton Community Redevelopment Agency covers FY 2002/03 through FY 2007/08; thus, a new five-year implementation plan is due for the Agency's Redevelopment Project Area by December 2007.

An Agency can adopt an implementation plan only after first holding a noticed public hearing. A notice of the hearing must be posted in at least four locations in the project area for a period of at least three weeks ending at least ten days prior to the hearing. In addition, notice of the hearing must be published once a week for three weeks in a newspaper of general circulation. The first notice must be published at least 31 days prior to the hearing.

2.

Request for A Public Hearing
November 20, 2007
Page Two

STATEMENT OF THE ISSUE

In order to schedule a joint public hearing on the implementation plan pursuant to AB 1290, Commission action is necessary.

RECOMMENDATION

That the Commission, by minute motion, set a joint public hearing for Tuesday, December 18, 2007, at 6:50 p.m. to update the 2008-2013 Redevelopment and Housing Implementation Plan.

KOFI SEFA-BOAKYE
DIRECTOR OF REDEVELOPMENT

CHARLES EVANS
EXECUTIVE SECRETARY

CE:KSB:JS

NOTICE OF A PUBLIC HEARING ON THE PROPOSED REDEVELOPMENT AND HOUSING IMPLEMENTATION PLAN FOR THE CITY OF COMPTON

NOTICE IS HEREBY GIVEN that the Urban Community Development Commission (the “Commission”), acting as the Community Redevelopment Agency (the “Agency”) of the City of Compton and the City Council will hold a joint public hearing on Tuesday, December 18, 2007 at 6:50 p.m., in the City Council Chambers, City Hall, 205 South Willowbrook Avenue, Compton, CA, to consider and act upon the proposed Redevelopment and Housing Implementation Plan (the “Plan”) for the Compton Redevelopment Project Area and to consider all evidence and testimony for or against the approval and adoption of the proposed Plan. At any time no later than the hour set forth above for the hearing of comments on or objections to the proposed Plan, and person may file in writing with the City Clerk of the City of Compton a statement of objections to the proposed Plan, or who deny the existence of blight in the proposed project area or question the regularity of any of the prior proceedings, may appear before the Commission and show cause why the proposed Redevelopment and Housing Implementation Plan should not be adopted.

The general goals of the proposed Redevelopment and Housing Implementation plan are to:

- A. Set forth specific goals and objectives for the coming five years
- B. Outlines specific projects and expenditures planned
- C. Explains how the stated goals, objectives, projects, and expenditures will eliminate blight

Copies of the proposed Redevelopment and Housing Implementation Plan are available for review on November 15, 2007 at the following locations:

**Office of the City Clerk
Compton City Hall
205 South Willowbrook Avenue
Compton, CA 90220**

**Compton Chamber of Commerce
300 North Willowbrook Avenue # 5c
Compton, CA 90220**

**Compton Public Library
240 West Compton Boulevard
Compton, CA 90220**

**Dollarhide Community Center
1108 North Oleander Avenue
Compton, CA 90222**

**CHARLES EVANS
EXECUTIVE SECRETARY/CITY MANAGER**

Published: November 14, 2007
November 21, 2007
November 28, 2007
December 5, 2007
December 12, 2007

November 20, 2007

TO: CHAIRMAN AND COMMISSIONERS

FROM: EXECUTIVE SECRETARY

**SUBJECT: AUTHORIZING THE EXECUTIVE SECRETARY TO
ACCEPT THE PROPOSAL OF B-ADAIR CONSULTING
AND ADMINISTRATIVE SERVICES TO DEVELOP THE
UPDATED 2008-2013 REDEVELOPMENT AND HOUSING
IMPLEMENTATION PLAN FOR THE COMPTON
REDEVELOPMENT PROJECT AREA**

SUMMARY

Authoring the Commission to accept the proposal of B-Adair Consulting and Administrative Services (B-Adair) to develop the updated 2008-2013 Redevelopment and Housing Implementation Plan for the Compton Redevelopment Project Area.

BACKGROUND

In 1994, Assembly Bill 1290 (AB 1290), known as the Community Redevelopment Law Reform Act of 1993, was passed to refocus the redevelopment process on statewide concerns of alleviating blighted conditions, stimulating economic development, and providing affordable housing for low and moderate income households. The current AB 1290 Redevelopment Implementation Plan for the Compton Community Redevelopment Agency covers FY 2002/03 through FY 2007/08. Consequently, the Agency must prepare a new five-year Implementation Plan by December 2007 in compliance with AB 1290.

STATEMENT OF THE ISSUE

In October 2007, the Agency received a proposal from B-Adair Consulting and Administrative Services to provide redevelopment consultant services. Upon extensive review of the proposal, the Agency has determined that B-Adair Consulting and Administrative Services have the requisite superior skills, experience and expertise to undertake the preparation of the Implementation Plan for several reasons.

Over the past six years, B-Adair has prepared several housing studies for jurisdictions including Compton, throughout California in both the public and private sectors. These studies have included: Action Plans, Consolidated Plans, and Analysis of Impediments to Fair Housing Choice Studies, Consolidated Annual Performance Reviews (CAPER's), Housing Elements, and Redevelopment Implementation Plan Updates.

B-Adair Consulting and Administrative Services

November 20, 2007

Page Two

The Agency also took into consideration B-Adair's familiarity with Compton's budget, programs, and past experience working with the City and the Agency. Most importantly, B-Adair prepared the last Compton's Implementation Plan Update for the FY 2002/03 through 2007/08 report period. The consultant's services were instrumental in enabling the Agency to fulfill its regulatory mandate under AB 1290. Therefore, in order for the Agency to retain the services of this consultant, Commission authorization is necessary.

FISCAL IMPACT

That funds not to exceed \$13,000 are available in the Agency's 2007/2008 Fiscal Year Budget, Account Number 12038000004269.

RECOMMENDATION

Staff recommends that the Commission approve the attached resolution accepting the proposal of B-Adair Consulting and Administrative Services to develop the updated 2008-2013 Redevelopment and Housing Implementation Plan for the Compton Redevelopment Project Area.

KOFI SEFA-BOAKYE

DIRECTOR OF REDEVELOPMENT

CHARLES EVANS

EXECUTIVE SECRETARY

CE:KSB:JS

RESOLUTION NO. _____

A RESOLUTION OF THE URBAN COMMUNITY DEVELOPMENT COMMISSION, ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON, ACCEPTING THE PROPOSAL OF B-ADAIR CONSULTING AND ADMINISTRATIVE SERVICES TO DEVELOP THE UPDATED 2008-2013 REDEVELOPMENT AND HOUSING IMPLEMENTATION PLAN FOR THE COMPTON REDEVELOPMENT PROJECT AREA

WHEREAS, the Community Redevelopment Agency of the City of Compton (the "Agency") is carrying out the Redevelopment Plan for the Compton Redevelopment Project Area, as merged and amended by Ordinance No. 2,114 adopted by the City Council on November 16, 2004; and

WHEREAS, Assembly Bill 1290 (AB 1290), known as the Community Redevelopment Law Reform Act of 1993, was passed to refocus the redevelopment process on statewide concerns of alleviating blighted conditions, stimulating economic development, and providing affordable housing for low and moderate income households; and

WHEREAS, the current AB 1290 Redevelopment and Housing Implementation Plan for the Compton Community Redevelopment Agency covers FY 2002/03 through FY 2007/08; and

WHEREAS, a new five-year Implementation Plan is due for the Agency's Redevelopment Project Area by December 2007; and

WHEREAS, the Agency, in October 2007, received a proposal from B-Adair Consulting and Administrative Services; and

WHEREAS, over the past six years, B-Adair has prepared several housing studies for jurisdictions throughout California in both the public and private sectors; and

WHEREAS, funds for an amount not to exceed \$13,000 are available in account number 12038000004269.

NOW, THEREFORE, THE URBAN COMMUNITY DEVELOPMENT COMMISSION, ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Funds for an amount not to exceed \$13,000 for these services are available in account number 12038000004269.

Section 2. That the Executive Secretary is hereby authorized to accept the proposal of B-Adair Consulting and Administrative Services to develop the updated 2008-2013 Redevelopment and Housing Implementation Plan for the Compton Redevelopment Project Area.

Section 3. That the Executive Secretary is hereby authorized to execute the necessary agreements to finalize the contract execution, upon the advice of the City Attorney.

Section 4. That a certified copy of this resolution shall be filed in the offices of the Executive Secretary, City Attorney, City Controller, Community Redevelopment Agency, and Clerk.

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

Resolution No. _____
Page 2

ADOPTED this _____ day of _____, 2007.

**CHAIRMAN OF THE URBAN COMMUNITY
DEVELOPMENT COMMISSION**

ATTEST:

**CLERK OF THE URBAN COMMUNITY
DEVELOPMENT COMMISSION**

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

I, Alita Godwin, Clerk of the Urban Community Development Commission of the City of Compton, hereby certify that the foregoing resolution was adopted by the Commission, signed by the Chairman, and attested by the Clerk at the regular meeting thereof held on the _____ day of _____, 2007.

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

AYES: COMMISSIONERS -
NOES: COMMISSIONERS -
ABSENT: COMMISSIONERS -
ABSTAIN: COMMISSIONERS -

**CLERK OF THE URBAN COMMUNITY
DEVELOPMENT COMMISSION**

B-Adair

Consulting & Administrative Services

12156 Cunningham Lane
Garden Grove, CA 92841
(714) 539-8414

October 1, 2007

Kofi Sefa-Boakye
Community Redevelopment Agency
City of Compton
205 S. Willowbrook Ave.
Compton, CA 90220

Subject: Proposal to Prepare the AB 1290 Implementation Plan Update

Dear Mr. Sefa-Boakye:

In response to your request, I am pleased to hereby submit to the City of Compton this proposal to prepare the AB 1290 Implementation Plan Update for the period of July 1, 2008 through June 30, 2013.

Over the past six years, I have prepared several housing studies for jurisdictions throughout California in my capacity in both the public and private sector. These studies include: Action Plans, Consolidated Plans, Analysis of Impediments to Fair Housing Choice Studies, Consolidated Annual Performance Reviews (CAPER's), Housing Elements, and Redevelopment Implementation Plan Updates.

The scope of work contained herein takes into consideration a familiarity with Compton's budget, programs, and past experience working with your City. During my previous employment with Cotton Bridges and Associates, CBA Inc., I assisted in the preparation of the City of Compton's Implementation Update for FY 2002/03 through 2007/08.

Joining me on the is proposal is Veronica Tam, of Veronica Tam and Associates, who is also familiar with the City of Compton through previous employment with Cotton Bridges and Associates, CBA Inc. In addition, Ms. Tam is strongly versed in Redevelopment Implementation Updates, has recently completed the AB 1290 for Port Hueneme, and brings with her over 15 years of housing related experience.

Should you have any questions or require additional information, please call me at (714) 539-8414.

Sincerely,

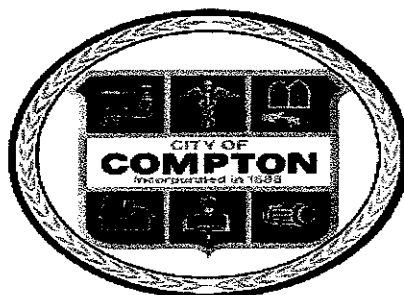


Brandy Adair
Owner/Sole Proprietor

OCT 04 PM 04:01

brandy.adair@sbcglobal.net

City of Compton



Proposal to Prepare The Redevelopment Implementation Update Plan AB 1290

City Contact:

Kofi Sefa-Boakye
City of Compton
205 S. Willowbrook Ave.
Compton, CA 90220
(310) 605-5511
kboakye@comptoncity.org

Consultant Contact:

Brandy Adair
B-Adair Consulting & Administrative Services
12156 Cunningham Lane
Garden Grove, CA 92841
(714) 539-8414
brandy.adair@sbcglobal.net

October 1, 2007

A. Understanding and Approach

In 1994, Assembly Bill (AB) 1290, known as the Community Redevelopment Law Reform Act of 1993, was passed to refocus the redevelopment process on statewide concerns of alleviating blighted conditions, stimulating economic development, and providing affordable housing for low and moderate income households.

AB 1290 requires a five-year Implementation Strategy be prepared for each redevelopment plan and incorporates AB 315, AB 637, and AB 701 requirements.

The timeframe for the non-housing component is five years, covering from July 1, 2008 through June 30, 2013; timeframe for the housing component is ten years, covering from July 1, 2008 through June 30, 2016.

B. Scope of Work

The current AB 1290 Redevelopment Implementation Plan for the Compton Community Redevelopment Agency covers FY 2002/03 through FY 2007/08; thus, a new five-year Implementation Plan is due for the Agency's Redevelopment Project Area by December 2007.

Task 1: Data Collection/Staff Consultation: Consultant will meet with Agency staff and City Finance/Controller's Department to collect the appropriate documentation and data needed to update the Implementation Plan. Prior to the meeting, Consultant will provide staff with a list of data needs to allow staff time for compiling the information and documents.

Task 2: Plan Preparation: Consistent with the California Redevelopment Law (CRL), the Implementation Plan is a five-year plan and must cover the following topics:

- **Goals and Objectives:** This section will summarize the goals and objectives of the Redevelopment Plan's Project Area.
- **Progress in Implementing the Redevelopment Plan:** This section will summarize the blight conditions documented in the Project Areas at the time of Redevelopment Plan adoption. The Implementation Plan will summarize major redevelopment projects and programs undertaken, and their relationship to eliminating blight conditions identified. Significant remaining blight conditions in the Project Area will be discussed.
- **Financial Status:** This section will summarize the status of tax increment financing (80 percent non-housing and 20 percent housing set-aside) in the Project Area, i.e. current balance, projections, encumbered expenditures (including debt services and administration), excess surplus calculation for

housing set-aside funds, and funds remaining to finance projects for the next five years. This scope of work assumes the Agency or Controller's Office will provide the financial data necessary for the report. Consultant will not be responsible for generating projections for the tax increment funds as part of this project.

- **Five-Year Redevelopment Strategy:** This section will map out the Community Redevelopment Agency's projects and programs for the next five years for each Project Area, and link these activities to the removal of blight. This section will discuss the major commercial projects, economic development programs, and public improvements to revitalize the project areas. This section will identify the potential uses of the non-housing tax increment funds and major projects planned or proposed.
- **Ten-Year Housing Compliance Plan:** This section will address both market and affordable housing development in the Project Area. However, the focus will be on the inclusionary housing, replacement housing, and set-aside requirements pursuant to CRL.
- **Summary of Housing Needs:** Pursuant to CRL, expenditure of the housing set-aside funds must be consistent with the needs identified in the Housing Element. This section will summarize housing needs identified in the City's current Housing Element.
- **Inclusionary Housing Requirements:** Based on housing produced and substantially rehabilitated in the Project Area, and the number of affordable housing units meeting redevelopment deed-restriction requirements, the status of the Agency's inclusionary housing requirements will be summarized.
- **Replacement Housing Requirements:** Housing (by total number of bedrooms) occupied by low and moderate income households demolished or low and moderate income households displaced due to agency actions will need to be replaced by the Agency within four years. This section will summarize the Agency's replacement housing obligations.
- **Proportionality Tests:** Expenditure of redevelopment housing-aside funds must be consistent with the demographic and income characteristics of households in need. This section will summarize the Agency's set-aside expenditures by household type (senior versus family) and income distribution in relation to the City's Regional Housing Needs Assessment and to determine if corrective strategies are required in the next five to ten years to overcome the current disproportions in spending.
- **Resources Available:** This section covers three different topics – land resources, redevelopment set-aside funds, and other funding sources for leveraging.

- **Residential Development Potential within Project Area:** Given the size and built out character of the Project Areas, future residential potential within the Project Areas is limited. Consultant will incorporate information given by the Agency pertaining to potential sites for residential development and as described in the City's current Housing Element.
- **Redevelopment Housing Set-Aside:** Redevelopment housing set-aside funds available over the planning period will be discussed. Our scope of work assumes the City's Finance/Controller's Office will be able to provide this information.
- **Other Funding Sources Available:** The City receives CDBG and HOME funds from the US Department of Housing and Urban Development (HUD) for affordable housing development in the City. Realistic funding sources available to the City to leverage redevelopment funds will be discussed.
- **Housing Plan:** This section will present the Agency's plan for housing development and meeting the inclusionary and replacement housing obligations, as well as planned uses of the redevelopment housing set-aside funds. Housing goals by income level and type of household will be generated based on the Agency's available set-aside funds for the planning period, as well as current pattern of expending set-aside funds.

Task 3: Public Review: For the adoption of the Implementation Plan, CRL requires a 30-day public review period for the draft Plan and a public hearing to receive input. Public noticing of the hearing must adhere to redevelopment requirements. The proposed budget assumes that the Consultant will not be in attendance of any public hearings.

C. Deliverables

Consultant will prepare and provide the following documents:

- Staff Review Draft Implementation Plan (incorporating Housing Compliance Plan) – one electronic copy
- Public Review Draft Implementation Plan (incorporating Housing Compliance Plan) – one original reproducible five (5) copies, and one electronic copy
- Final Implementation Plan (incorporating Housing Compliance Plan) – one original reproducible five (5) copies, and one electronic copy

D. Timeline

The Statutory deadline for the AB 1290 Plan covering July 1, 2008 through June 30, 2014 is December 31, 2007 (end of calendar year prior to the beginning of a new plan cycle). Consultant proposes the following timeline for completion:

<u>Task</u>	<u>Timeline</u>
1. Contact Initiation/Kickoff Meeting	▪ Beginning of October 2007
2. Background data collection	▪ Mid- October 2007
3. Staff Review Draft	▪ Beginning of November 2007
4. 30-Day Public Review	▪ Mid- November 2007
5. Adoption Hearing	▪ Beginning of December 2007

E. Cost

The current billing rate, which will apply to all work specified within the RFP and proposal, is \$85 per hour and the Sub-Consultant billing rate is \$130 per hour.

Given the proposed workload, my familiarity with the City's programs/staff, and the report deadline of December 31, 2007 it is anticipated that approximately 120 hours will be spent preparing the Implementation Update (110 hours Consultant/25 hours Sub-Consultant). An additional \$400 is budgeted to cover reproduction and other miscellaneous costs incurred.

Therefore, the cost to provide consultant services is estimated at a fee cost not to exceed value of **\$13,000**.

Assumptions used to determine the costs for this proposal include City staff being responsible for performing all community participation and outreach efforts (with technical assistance from consultant) and forwarding the results to the consultant for inclusion in the document. Final cost/fee and work scope may be negotiated with city staff upon contract initiation and signing.

F. Qualifications

Brandy Adair, Sole Proprietor. As the sole owner and only employee of B-Adair Consulting and Administrative Services, I will provide all services related to the preparation of the Implementation Update. With five years of experience working with local governments in both the public sector (as a city staff member for the City of Bellflower) and in the private sector (as an urban planning consultant), I have completed various housing studies and have a broad knowledge and experience with housing related issues and reports.

I am familiar with the planning and reporting requirements associated with the use of HUD entitlement grants and have prepared Action Plans and CAPERs for the cities of

Alhambra, Bellflower, Camarillo, Chino Hills, Chula Vista, Compton, Gardena, Laguna Niguel, and Mission Viejo. I also provided staff services for various jurisdictions in the administration of CDBG, HOME, and ESG funds, including the cities of Alhambra, Chino Hills, Chula Vista, Compton, Gardena, Laguna Niguel, Maywood, Mission Viejo, National City, and Upland.

I have assisted the City of Compton for the past five years and am familiar with City demographics, programs, budget, and staff. In addition, I have assisted with the preparation of the Agency's last redevelopment implementation Plan Update through my previous employment with Cotton Bridges and Associates, CBA, Inc.

G. Use of Sub-consultants

I maintain working relationships with other consulting firms that would allow me to access mapping and environmental components if needed and/or allowed by the City. Use of any sub-consultants would be discussed and/or approved prior to contract initiation. In addition, the following sub-consultant will be joining me on this proposal for quality control purposes.

Veronica Tam, AICP, will review the preparation of the Redevelopment Implementation Plan. Veronica Tam has expertise in the areas of housing policy development and community development planning. Prior to forming her own business, she had 15 years of experience with a private consulting firm, Cotton/Bridges/Associates (CBA), preparing a range of housing and community development plans and studies. As Principal-in-Charge and Director of Housing Services for CBA, Ms. Tam oversaw most housing-related work in the company. Specifically, she has knowledge in the following:

- Housing Element
- Redevelopment Implementation Plan (AB 1290 and AB 315)
- Inclusionary Housing and Commercial Linkage Fee studies
- Consolidated Plan and related reports
- Fair housing studies
- General Plan
- Zoning Ordinance

While employed at CBA, Veronica Tam prepared numerous Redevelopment Implementation Plans and mid-term reviews of Implementation Plans. The following projects all reflect an integrated approach to the Implementation Plan, combining the AB 1290 and AB 315 requirements into one single document.

- | | |
|-----------------------|-----------------|
| ▪ Compton | ▪ Placer County |
| ▪ Costa Mesa | ▪ Porterville |
| ▪ Contra Costa County | ▪ Port Hueneme |
| ▪ Downey | ▪ San Fernando |
| ▪ Hawthorne | ▪ Santee |

H. References

The following persons may be contacted for a review of my capabilities, work history, and performance:

1. Lara Christensen, Grants Coordinator
City of Chino Hills
(909) 364-2717

Action Plan, Analysis of Impediments to Fair Housing (AI), CAPER, Grants Administration, Sub-recipient Monitoring, IDIS Technical Assistance and budgeting

2. Yvonne Mallory, Economic Development Manager
City of Gardena
(310) 217-9533

Action Plan, CAPER, Consolidated Plan, Grants Administration, Sub-recipient Monitoring, IDIS Technical Assistance and budgeting

3. Joseph Lim, Planning Director
City of Compton
(310) 605-5580

Action Plan, Analysis of Impediments to Fair Housing (AI), CAPER, Consolidated Plan, Grants Administration, Redevelopment Implementation Plan (AB 1290), IDIS Technical Assistance and budgeting

12156 Cunningham Lane
Garden Grove, CA 92841
(714) 539-8414

Brandy Adair

brandy.adair@sbcglobal.net

EDUCATION

M.A. Public Administration, California State University Long Beach, Long Beach, CA, May 2003

B.A Political Science/Minor Socio-cultural Anthropology, San Diego State University, San Diego, CA, August 1999

EXPERIENCE:

B-Adair Consulting and Administrative Services

Long Beach/Garden Grove, CA October 2004 to present

*Housing & Administrative Consultant,
Sole Proprietor*

- Provided Grants Administration of CDBG, HOME, and ESG grants for multiple cities, including Technical support, IDIS maintenance, sub-recipient monitoring, procedural training and budgeting
- Prepared HUD mandated Action Plans, Consolidated Plans, CAPERS, and Analysis of Impediments to Fair Housing Choice (AI) Studies for multiple cities

Cotton, Bridges and Associates (CBA, Inc)/P&D Consultants

Pasadena, CA February 2002 to October 2004

Associate/Planner/Consultant

- Provided Grants Administration of CDBG, HOME, and ESG grants including: Technical support, IDIS maintenance, sub-recipient monitoring, procedural training and budgeting for multiple cities
- Prepared HUD mandated Action Plans, Consolidated Plans, CAPERS, and Analysis of Impediments to Fair Housing Choice (AI) Studies, and assisted with Redevelopment Implementation Update Plans and Housing Elements for multiple cities
- Created training manuals for grants management and monitored sub-recipients for multiple cities
- Project manager for over 10 cities and oversaw employees working under those jobs

The City of Bellflower

Bellflower, CA January, 2001-February, 2002

*Administrative Assistant,
Housing & Grants Division*

- Assisted the Housing & Grants Coordinator with the administration of CDBG and HOME grants
- Responded to public inquiries regarding housing programs, commercial redevelopment, and public services
- Prepared the City's Action Plan, assisted with the CAPER, and wrote various other Staff Reports for Council
- Processed all payments for sub-recipients and contractors and entered all accomplishment data into IDIS
- Monitored sub-recipient performance, CDBG compliance, and all CDBG and HOME program expenditures
- Supervised two employees, coordinated lender/realtor training seminars, and wrote a Department training manual

Anteon, Corporation

Naval Weapons Station, Seal Beach, CA January, 2000-January, 2001

*Administrative Assistant
(Secret Clearance)*

- Processed personnel actions, maintained personnel and administration files, typed correspondence, created and maintained Excel spreadsheets, and PowerPoint presentations
- Assisted the Ordnance Superintendent, tracked and distributed various reports, and trained two employees
- Maintained account files, provided data entry, monitored reports/queries in Access, and tracked shipments/orders

US Department of State, Foreign Service Institute

Arlington, VA January, 1999-May, 1999

*Research Assistant/Intern
(Secret Clearance)*

- Assisted the Director of the Overseas Briefing Center in the research and production of a crisis management training video in response to previous US Embassy bombings
- Created a guide to researching jobs on the Internet for spouses of foreign officials moving overseas
- Facilitated Teen Section of Going Overseas course offered at the Overseas Briefing Center

ACHIEVEMENTS AND ACTIVITIES:

- Municipal Management Assistants of Southern California (MMASC) Member since 2001
- Pi Sigma Alpha National Political Honor Society Member
- Certification in Race- Relations Training and Elected Participant for President Clinton's Roundtable on Race
- California Real Estate License

3. Project Experience

The following table illustrates my relevant work experience over the past seven years (any/all of these agencies may be contacted as references). The studies listed in the table are divided into two groups – projects completed by B-Adair Consulting and projects completed by CBA, where I participated as an employee. Asterisks indicate work I completed as B-Adair Consulting that was subcontracted to me by CBA.

Local Jurisdiction	Tasks Performed during 2000 through 2007
Projects Completed by B-Adair Consulting	
Apple Valley/Victorville Consortium (Pop. 56,239 and 64,029)	Action Plan, Consolidated Plan (FY 2007-2012), Analysis of Impediments to Fair Housing (AI) 2007
City of Chino Hills (Pop. 77,969)	Action Plan, Analysis of Impediments to Fair Housing (AI), CAPER, Grants Administration, Sub-recipient Monitoring, IDIS Technical Assistance and budgeting
City of Chula Vista (Pop. 223,423)	Action Plan, CAPER, Consolidated Plan (FY 2005-2010), Grants Administration, Sub-recipient Monitoring, IDIS Technical Assistance, budgeting and administration of the Community Housing Improvement Program (CHIP)
City of Compton* (Pop. 98,948)	Action Plan, Analysis of Impediments to Fair Housing (AI), CAPER, Consolidated Plan (FY 2005-2010), Grants Administration, IDIS Technical Assistance, budgeting and AB1290 Implementation Plan (2003)
City of Gardena* (Pop. 61,513)	Action Plan, CAPER, Consolidated Plan (FY 2005-2010), Grants Administration, Sub-recipient Monitoring, IDIS Technical Assistance and budgeting
City of Laguna Niguel (Pop. 66,178)	Action Plan, CAPER, Grants Administration, Sub-recipient Monitoring, IDIS Technical Assistance and budgeting
Projects Completed by CBA, a Division of P&D Consultants	
City of Alhambra* (Pop. 89,326)	Action Plan, Analysis of Impediments to Fair Housing (AI), CAPER, Consolidated Plan (2005-2010), Grants Administration, IDIS Technical Assistance and budgeting
City of Bellflower (Pop. 77,039)	Action Plan, Analysis of Impediments to Fair Housing (AI), CAPER, Grants Administration, Sub-recipient Monitoring, IDIS Technical Assistance and budgeting
City of Chino (Pop. 78,055)	Consolidated Plan (2005-2010)
City of Camarillo (Pop. 64,034)	Action Plan, CAPER
City of Laguna Niguel* (Pop. 66,178)	Action Plan, CAPER, Grants Administration, Sub-recipient Monitoring, IDIS Technical Assistance and budgeting
City of Los Angeles (Pop. 3,976,071)	Analysis of Impediments to Fair Housing (AI)
City of Maywood (Pop. 29,543)	Administration of the entire CDBG Program, Sub-recipient Monitoring, and Home Improvement Program Implementation
City of Mission Viejo (Pop. 97,997)	CAPER, IDIS Technical Assistance and budgeting
City of Monterey (Pop. 30,161)	Analysis of Impediments to Fair Housing (AI)
City of Moreno Valley (Pop. 174,565)	Analysis of Impediments to Fair Housing (AI)
City of National City (Pop. 63,537)	IDIS Technical Assistance and budgeting
City of Porterville (Pop. 45,220)	Analysis of Impediments to Fair Housing (AI)
City of Rancho Cucamonga (Pop. 170,479)	Analysis of Impediments to Fair Housing (AI)
City of San Diego (Pop. 1,311,162)	Action Plan, Consolidated Plan (2005-2010)
City of Scotts Valley (Pop. 11,606)	Housing Element/Constraints Analysis
City of Upland (Pop. 74,099)	IDIS Technical Assistance and budgeting
City of Yuma, AZ	Consolidated Plan/Needs Assessment (2002)
County of Los Angeles (Pop. 1,092,908 unincorp.)	Analysis of Impediments to Fair Housing (AI)
County of San Diego (Pop. 465,553 unincorp.)	Regional Analysis of Impediments to Fair Housing (AI)
Town of Apple Valley (Pop. 67,507)	Consolidated Plan/Needs Assessment (2002)

*Work for these cities from February 2002 to October 2004 was completed during employment at CBA, Inc., a division of P&D Consultants. From October 2004- October 2005, work was completed as B-Adair Consulting under sub-contract to CBA, Inc., a division of P&D Consultants; and from October 2005 to the present solely as B-Adair Consulting.



Veronica Tam and Associates, LLC

Qualifications

Veronica Tam and Associates is a small consulting firm with an emphasis on housing and community development issues. Veronica Tam, AICP, has expertise in the areas of housing policy development and community development planning. Prior to forming her own business in October 2005, she had 15 years of experience with a private consulting firm, Cotton/Bridges/Associates (formerly a division of P&D Consultants, Inc. and now a part of EDAW, Inc.). Experience described below is primarily from projects Ms. Tam had worked on while serving as Principal and Director of Housing Services at Cotton/Bridges/Associates (CBA). Specifically, she has knowledge in the following:

- Consolidated Plan, Action Plans, CAPERs, and related reports
- Fair housing studies
- Grants administration
- Housing Element
- Redevelopment and Housing Implementation Plan (AB 1290)
- Inclusionary Housing and Commercial Linkage Fee studies
- Inclusionary Housing and Density Bonus Ordinances

Grants Administration – Veronica Tam has provided technical assistance and grants administration services for more than 10 cities. Services included:

- IDIS clean up and maintenance (activities setup, drawdown, reporting, and closeout)
- Budgeting/timeliness of expenditure issues
- Eligibility assessment and program/project design
- Petition for increased home value limits for housing programs
- Environmental clearance
- Communications with HUD
- Census data evaluation to ensure redrawing of census tract boundaries does not significantly impact eligibility of low and moderate income tracts

Plan Preparation - Over the past 15 years, Ms. Tam had prepared more than 100 HUD-mandated plans and studies, including:

- Consolidated Plans
- Action Plans
- CAPERs
- Analysis of Impediments (AI) to Fair Housing Choice

Consolidated Plans, Action Plans, CAPERs, and AIs prepared by Veronica Tam have received high commendation from HUD and clients. Letters of commendation are available upon request.

Related Experience

The majority of the following projects were completed by Veronica Tam during her employment at Cotton/Bridges/Associates (CBA, Inc, a Division of P&D Consultants).

CDBG/HOME/ESG Grants Administration:

Cities

- | | | |
|---------------|-----------------|-----------|
| • Alhambra | • Gardena | • Ontario |
| • Bellflower | • Laguna Niguel | • Rialto |
| • Chula Vista | • Mission Viejo | • Upland |
| • Compton | • National City | |

The level of assistance is customized for individual clients, considering the different programs offered, staffing resources, and funding available. Services can be performed on- and off-site.

Action Plans and CAPERs:

Cities

- | | | |
|----------------|-----------------|-----------------|
| • Alhambra | • Chula Vista | • Mission Viejo |
| • Baldwin Park | • El Cajon | • National City |
| • Buena Park | • Gardena | • Orange |
| • Camarillo | • Hawthorne | • Oxnard |
| • Compton | • Laguna Niguel | • San Diego |

Consolidated Plans: Consolidated Plans for some of the largest entitlement jurisdictions in the nation, such as the counties of Los Angeles, Orange, Sacramento and San Diego. Our experience includes more than 50 Consolidated Plans for jurisdictions throughout California, including:

<i>Cities</i>	<i>Urban Counties/ Consortiums</i>		
• Alhambra	• Gardena	• Mission Viejo	• Los Angeles
• Buena Park	• Garden Grove	• National City	• Orange
• Chino	• Hawthorne	• Sacramento	• Sacramento
• Compton	• Laguna Niguel	• San Bernardino	• San Diego
• Costa Mesa	• Lake Forest	• San Diego	• Ventura
• El Cajon	• Long Beach	• Santa Monica	• Washoe (NV)



The 2000 Integrated Consolidated Plan/Housing Element for the City of El Cajon received an Outstanding Planning award from the California Chapter of the American Planning Association (CCAPA) and a Best Practices Award from the San Diego HUD office.

Analysis of Impediments to Fair Housing Choice: AI reports for some of the largest jurisdictions/regions in the nation, such as the cities of Los Angeles and San Jose and the counties of Los Angeles and San Diego.

<i>Cities</i>			<i>Urban Counties/ Consortiums</i>
• Alhambra	• Hawthorne	• Los Angeles	• Contra Costa
• Apple Valley	• Inglewood	• Porterville	• Los Angeles
• Compton	• Laguna Niguel	• San Bernardino	• San Bernardino
• Gardena	• Lake Forest	• San Jose	• San Diego
• Fontana	• Lakewood	• Simi Valley	• Ventura

The 2003 Analysis of Impediments to Fair Housing Choice for the Contra Costa Consortium received an Advocacy Planning award from the Northern Section of CCAPA. The Ventura County AI was used by the Los Angeles HUD office as a sample document of a regional AI.

References

1. City of Alhambra

- Consolidated Plan (2005-2010)
- Analysis of Impediments to Fair Housing Choice (2005)
- CAPERs/Action Plans (FY 2002 through FY 2005)
- IDIS Assistance (ongoing)

Contact: Tara Schultz
Assistant City Manager
(626) 570-3207

2. City of Gardena

- Consolidated Plans (1995-2000, 2000-2005, 2005-2010)
- CAPERs/Action Plans (FY 1998 through FY 2004)
- CPS/IDIS Assistance (FY 1998 through FY 2004)
- Analysis of Impediments to Fair Housing Choice (2005)

Contact: Michael Antwine
Grants Manager
(310) 217-9508

3. City of Compton

- Consolidated Plans (2000-2005, 2005-2010)
- CAPERs/Action Plans (FY 2000 through FY 2004)
- IDIS Assistance (FY 2002 through FY 2004)
- Analysis of Impediments to Fair Housing Choice (2005)

Contact: Deborah Broadous
CDBG Coordinator
(310) 605-5580

4. City of Costa Mesa

- Consolidated Plan (2005-2010)
- Redevelopment Implementation Plan (2005)

Contact: Muriel Ullman
Neighborhood Improvement Manager
(714) 754-5167

5. City of Rancho Cucamonga

- Analysis of Impediments to Fair Housing Choice (2003)

Contact: Thomas Grahn, AICP
Associate Planner
(909) 477-2847

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Community Redevelopment

RESOLUTION TITLE: A RESOLUTION OF THE URBAN COMMUNITY DEVELOPMENT COMMISSION, ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON, ACCEPTING THE PROPOSAL OF B-ADAIR CONSULTING AND ADMINISTRATIVE SERVICES TO DEVELOP THE UPDATED 2008-2013 REDEVELOPMENT AND HOUSING IMPLEMENTATION PLAN FOR THE COMPTON REDEVELOPMENT PROJECT AREA

<ManagersName>
DEPARTMENT MANAGER’S SIGNATURE

<ManagersDate>
DATE

REVIEW / APPROVAL

<LegalName>
CITY ATTORNEY

<LegalDate>
DATE

<ControllerName>
CITY CONTROLLER

<ControllerDate>
DATE

<BudgetName>
BUDGET OFFICER

<BudgetDate>
DATE

<CityManager>
CITY MANAGER

<CityManagerDate>
DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney’s review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

November 20, 2007

TO: CHAIRMAN AND COMMISSIONERS

FROM: EXECUTIVE SECRETARY

**SUBJECT: AUTHORIZING PAYMENT TO SWAYZER'S INC IN
CONNECTION WITH STREET LANDSCAPING ENHANCEMENT
SERVICES AT THE GATEWAY TOWNE CENTER PREMISES IN
THE REDEVELOPMENT PROJECT AREA**

SUMMARY

Requesting Commission authorization to pay Swayzer's Inc., for street landscaping enhancement services at the Gateway Towne Center development in the Compton Redevelopment Project Area.

BACKGROUND

Pursuant to the terms of certain Disposition and Development Agreement (DDA) with the Agency, Prism-IQ Partners is developing a multi-phased shopping center commonly known as the Gateway Towne Center in Redevelopment Project Area. In furtherance of the proposed development, the Agency and the City have deemed it necessary to install landscaping along west side of the South Alameda Street including the railroad parkway on south Alameda Street, extending from East Greenleaf Boulevard south to the 91 Freeway.

The Health and Safety Code Section 33445 permits an Agency to pay for costs of improvements of publicly owned real property provided that certain findings are made by the Agency that: a) the improvements would alleviate blight in the project area; b) the improvements will benefit the immediate area in which the Center is located; and c) there is no other reasonable means of financing the street improvements absent Agency assistance.

STATEMENT OF THE ISSUE

In accordance with the provision of the Health and Safety Code, staff solicited proposals from two landscaping firms as follows:

Swayzer's Inc.,	\$275,000
Rex L. Gilmore Landscaping	\$309,220

The Public Works Department solicited a proposal from a third firm, Cleanscape of Santa Monica. This firm declined to submit due to the constraints on time.

4.

Swayzer's Inc.
November 20, 2007
Page Two

Upon review of the respective proposals, it was determined that Swayzer's Inc., has the superior capacity to carry out the project with a projected time frame.

FISCAL IMPACT

That funds not to exceed \$275,000.00 are available in account number 1300-800-4269

RECOMMENDATION

That the attached resolution authorizing the Executive Secretary to pay for landscaping services in connection with enhancement of the Gateway Towne Center Project be approved.

KOFI SEFA-BOAKYE
DIRECTOR OF REDEVELOPMENT

CHARLES BERGSON
DIRECTOR OF PUBLIC WORKS

CHARLES EVANS
EXECUTIVE SECRETARY

RESOLUTION NO. _____

**A RESOLUTION OF THE URBAN COMMUNITY DEVELOPMENT
COMMISSION ACTING AS THE COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF COMPTON AUTHORIZING THE
EXECUTIVE SECRETARY TO PAY FOR SWAYZER’S INC. FOR
THE ALAMEDA STREET LANDSCAPING ENHANCEMENT (CIP
#08-11)**

WHEREAS, the Community Redevelopment Agency of the City of Compton (the "Agency") is carrying out the Redevelopment Plan for the Compton Redevelopment Project Area, as merged and amended by Ordinance No. 2,114 adopted by the City Council on November 16, 2004; and

WHEREAS, pursuant to the terms of certain Disposition and Development Agreement (DDA) with the Agency, Prism-IQ Partners is developing a shopping center commonly known as the Gateway Towne Center at the former Compton Auto Plaza site; and

WHEREAS, in furtherance of the proposed development, the Agency and the City have deemed it necessary to install landscaping along west side of the South Alameda Street including the railroad parkway on south Alameda Street, extending from East Greenleaf Boulevard south to the 91 Freeway; and

WHEREAS, Health and Safety Code Section 33445 permits an Agency to pay for costs of improvements of publicly owned real property provided that certain findings are made by the Agency that: a) the improvements would alleviate blight in the project area; b) the improvements will benefit the immediate area in which the Center is located; and c) there is no other reasonable means of financing the street improvements absent Agency assistance; and

WHEREAS, the Agency and the City have further determined that installation of landscaping adjacent to the Gateway Towne Shopping Center would alleviate blight in the project area and benefit the immediate area in which the shopping center is located; and

WHEREAS, the funds for the Alameda Street Landscaping Enhancement will come from Community Redevelopment funds from account numbers in the amount of \$300,000.00, from account number 1300-800-000-4269; and

WHEREAS, the City has received proposals for landscaping of the median and railroad parkway on Alameda Street from Greenleaf Boulevard to the 91 Freeway; and

WHEREAS, the proposal for landscaping submitted by Swayzer’s Inc. is reasonable, the company has adequately completed similar work, and can commence work in order to meet the time requirements.

NOW, THEREFORE, THE URBAN COMMUNITY DEVELOPMENT COMMISSION, ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That upon the advice of the City Attorney, the Executive Secretary is hereby authorized to enter into a contract with Swayzer’s Inc. and issue a purchase order in the amount not to exceed \$275,000.00 for the Alameda Street Landscaping Enhancement Project.

1 **RESOLUTION NO. _____**
2 **PAGE TWO**

3
4 **SECTION 2.** Additionally, the Executive Secretary is hereby authorized to set aside
5 an amount not to exceed \$10,000.00 payable to CMTS for construction management, and
6 \$15,000.00 for construction contingency that may occur during construction for a total of
\$300,000.00.

7 **SECTION 3.** That the funds for the Alameda Street Landscaping Enhancement
8 Project will come from Community Redevelopment funds from account number 1300-800-
000-4269 in the amount of \$300,000.00

9 **SECTION 4.** That a certified copy of this resolution shall be filled in the offices of
10 the Executive Secretary, City Attorney, City Controller, Community Redevelopment Agency
11 and Clerk.

12 **SECTION 5.** That the Chairman shall sign and the City Clerk shall attest to the
13 adoption of this resolution.

14 **ADOPTED** this _____ day of _____, 2007.

15
16
17 **CHAIRMAN OF THE URBAN COMMUNITY**
18 **DEVELOPMENT COMMISSION**

19
20 **ATTEST:**

21
22 _____
23 **CLERK OF THE URBAN COMMUNITY**
24 **DEVELOPMENT COMMISSION**

25 **STATE OF CALIFORNIA)**
26 **COUNTY OF LOS ANGELES)**
27 **CITY OF COMPTON)**

28
29 I, Alita Godwin, Clerk of the Urban Community Development Commission of the
30 City of Compton, hereby certify that the foregoing resolution was adopted by the
31 Commission, signed by the Chairman, and attested by the City Clerk at a regular meeting
32 thereof held on the _____ day of _____, 2007.

1 **RESOLUTION NO. _____**
2 **PAGE THREE**

3
4 That said resolution was adopted by the following vote, to wit:

5
6 **AYES: COMMISSIONER(S)**
7 **NOES: COMMISSIONER(S)**
8 **ABSTAIN: COMMISSIONER(S)**
9 **ABSENT: COMMISSIONER(S)**

10
11
12 **CLERK OF THE URBAN COMMUNITY**
13 **DEVELOPMENT COMMISSION**
14
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RESOLUTION SIGN-OFF FORM

DEPARTMENT: Public Works-Engineering

RESOLUTION TITLE: A RESOLUTION OF THE URBAN COMMUNITY DEVELOPMENT COMMISSION ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON AUTHORIZING THE EXECUTIVE SECRETARY TO PAY FOR SWAYZER’S INC. FOR THE ALAMEDA STREET LANDSCAPING ENHANCEMENT (CIP #08-11)

<ManagersName>
DEPARTMENT MANAGER’S SIGNATURE

<ManagersDate>
DATE

REVIEW / APPROVAL

<LegalName>
CITY ATTORNEY

<LegalDate>
DATE

<ControllerName>
CITY CONTROLLER

<ControllerDate>
DATE

<BudgetName>
BUDGET OFFICER

<BudgetDate>
DATE

<CityManager>
CITY MANAGER

<CityManagerDate>
DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney’s review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

November 20, 2007

TO: CHAIRMAN AND COMMISSIONERS

FROM: EXECUTIVE SECRETARY

**SUBJECT: AUTHORIZING THE EXECUTIVE SECRETARY TO ISSUE A
PURCHASE ORDER TO R. P. LAURAIN & ASSOCIATES TO PROVIDE
APPRAISAL SERVICES FOR THE COMMUNITY REDEVELOPMENT
AGENCY**

SUMMARY

Requesting authorization to issue a purchase order to R. P. Laurain & Associates to provide appraisal services for the Community Redevelopment Agency.

BACKGROUND

In an effort to capitalize on the current economic resurgence in urban communities, the Community Redevelopment Agency (the "Agency") is carrying out major land assembly activities (acquisition, disposition and development) in strategic locations of the project area. The intent is to eliminate blighted areas and create development opportunities for reinvestment on once underutilized land. In that vein, there is a need for continuous utilization of appraisal services to assist the Agency in land acquisition and redevelopment of blighted areas of the Project Area.

STATEMENT OF THE ISSUE

The Agency utilizes the services of a variety of vendors for appraisal services, one of which is R. P. Laurain & Associates. R.P. Laurain & Associates has been providing quality appraisal services for the Redevelopment Agency over the past several years. However, during the current fiscal year (2006-2007), the Agency has expended its \$25,000 set aside for appraisal services. In order for R.P. Laurain & Associates to continue to provide quality appraisal services for the Agency, Commission authorization is necessary.

FISCAL IMPACT

Funds in amount not to exceed \$50,000 are available in Account No. 1200-80-0000-4262.

5.

R. P. Laurain & Associates
November 20, 2007
Page Two

RECOMMENDATION

Staff recommends that the Commission adopt the attached resolution authorizing the Executive Secretary to issue a purchase order to R. P. Laurain & Associates to provide appraisal services.

KOFI SEFA-BOAKYE
DIRECTOR OF REDEVELOPMENT

CHARLES EVANS
EXECUTIVE SECRETARY

CE:KSB:JS

RESOLUTION NO. _____

A RESOLUTION OF THE URBAN COMMUNITY DEVELOPMENT COMMISSION, ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON, AUTHORIZING THE EXECUTIVE SECRETARY TO ISSUE A PURCHASE ORDER TO R. P. LAURAIN & ASSOCIATES TO PROVIDE APPRAISAL SERVICES FOR THE COMMUNITY REDEVELOPMENT AGENCY

WHEREAS, the Community Redevelopment Agency of the City of Compton (the "Agency") is carrying out the Redevelopment Plan for the Compton Redevelopment Project Area, as merged and amended by Ordinance No. 2,114 adopted by the City Council on November 16, 2004; and

WHEREAS, in an effort to capitalize on the current economic resurgence in urban communities, the Community Redevelopment Agency (the "Agency") is carrying out major land assembly activities (acquisition, disposition and development) in strategic locations of the project area; and

WHEREAS, there is a need for continuous utilization of appraisal services to assist the Agency in the redevelopment of blighted areas of the project area; and

WHEREAS, the Agency utilizes the services of a variety of vendors for appraisal services, one of which is R. P. Laurain & Associates; and

WHEREAS, R.P. Laurain & Associates has been providing quality appraisal services for the Redevelopment Agency for several years; and

WHEREAS, during fiscal year 2006-2007, the Agency has expended its \$25,000 limit due to the numerous requests the Agency has received to appraise various properties

WHEREAS, funds are available in Account No. 1200-80-0000-4262.

NOW, THEREFORE, THE URBAN COMMUNITY DEVELOPMENT COMMISSION, ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. That the Urban Community Development Commission hereby authorizes the Executive Secretary to issue a purchase order to R. P. Laurain & Associates to provide appraisal services on various properties throughout the community.

Section 2. That funds not to exceed \$50,000 are available in Account No. 1200-80-0000-4262.

Section 3. That the Executive Secretary is hereby authorized to execute all necessary agreements upon the advice of the City Attorney.

Section 4. That a certified copy of this resolution shall be filed in the offices of the Executive Secretary, City Controller, Community Redevelopment Agency, and Clerk.

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

Resolution No. _____

ADOPTED this ____ day of _____, 2007.

**CHAIRMAN OF THE URBAN COMMUNITY
DEVELOPMENT COMMISSION**

ATTEST:

**CLERK OF THE URBAN COMMUNITY
DEVELOPMENT COMMISSION**

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

I, Alita Godwin, Clerk of the Urban Community Development Commission of the City of Compton, hereby certify that the foregoing resolution was adopted by the Commission, signed by the Chairman, and attested by the Clerk at the regular meeting thereof held on the ____ day of _____, 2007.

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

AYES: COMMISSIONERS -
NOES: COMMISSIONERS -
ABSENT: COMMISSIONERS -
ABSTAIN: COMMISSIONERS -

**CLERK OF THE URBAN COMMUNITY
DEVELOPMENT COMMISSION**

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Community Redevelopment

RESOLUTION TITLE: AUTHORIZING THE EXECUTIVE SECRETARY TO ISSUE A PURCHASE ORDER TO R. P. LAURAIN & ASSOCIATES TO PROVIDE APPRAISAL SERVICES FOR THE COMMUNITY REDEVELOPMENT AGENCY

Kofi Sefa-Boakye
DEPARTMENT MANAGER’S SIGNATURE

11/6/2007 12:21:58 PM
DATE

REVIEW / APPROVAL

Craig Cornwell
CITY ATTORNEY

11/15/2007 10:07:55 AM
DATE

Willie Norfleet
CITY CONTROLLER

11/15/2007 11:07:55 AM
DATE

Dave Hewitt
BUDGET OFFICER

11/15/2007 10:05:55 AM
DATE

Charles Evans
CITY MANAGER

11/15/2007 10:06:45 AM
DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney’s review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

November 20, 2007

TO: CHAIRMAN AND COMMISSIONERS

FROM: EXECUTIVE SECRETARY

SUBJECT: AUTHORIZING A PURCHASE AGREEMENT BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY AND DONEL DEVELOPMENT, LLC., PERLA PROPERTIES, LLC., AND TOP YOU, LLC., FOR THE ACQUISITION OF CERTAIN REAL PROPERTY LOCATED IN THE COMPTON REDEVELOPMENT PROJECT AREA

SUMMARY

Requesting Commission approval of a Purchase Agreement (“Agreement”) between the Community Redevelopment Agency (“Agency”) and Donel Development, LLC., Perla Properties, LLC, and Top You, LLC. (“Redevelopers”) for the purchase and development of certain real property located in the Compton Redevelopment Project Area.

BACKGROUND

Over the past several months, the Agency has been negotiating with Redevelopers for certain real property (approx. 67,000 sq. ft.) located at the southwest corner of Compton Boulevard and Central Avenue. The intent is to assemble scattered parcels for the purpose of facilitating integrated mixed-use developments for the subject area (see attachment).

STATEMENT OF THE ISSUE

The Agency has worked out the terms of the acquisition of the subject property culminating in a Purchase Agreement (see attachment). Under the terms of the Agreement, the Agency would purchase the subject site for \$2,615,000. The purchase price is conditioned upon the Agency’s approval of the physical condition of the site including the absence of environmental contamination. The deadline for closing escrow and the sales transaction for site acquisition is 45 days following execution of the Purchase Agreement.

ECONOMIC BENEFITS

The Agency is mandated to utilize its tax increment funds prudently so as to maximize a return on public investment. The acquisition of the site provides an opportunity for the Agency to implement a policy-driven land use strategy for eliminating conditions of blight which threaten the physical, social and economic health of the subject area.

6.

FISCAL IMPACT

Funds in the amount of \$2,615,000 for purchase of the site are available in the Agency's 2007/2008 Fiscal Year Budget, Account number 1300-000-000-3900.

RECOMMENDATION

That the Commission adopt the attached resolution authorizing execution of a Purchase Agreement with the Redevelopers for the purchase of the subject property.

KOFI SEFA-BOAKYE
DIRECTOR OF REDEVELOPMENT

CHARLES EVANS
EXECUTIVE SECRETARY

CE:KSB

Attachments

RESOLUTION NO. _____

A RESOLUTION OF THE URBAN COMMUNITY DEVELOPMENT COMMISSION, ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON, AUTHORIZING A PURCHASE AGREEMENT BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY AND DONEL DEVELOPMENT, LLC., PERLA PROPERTIES, LLC., AND TOP YOU, LLC., FOR THE ACQUISITION OF CERTAIN PROPERTY LOCATED IN THE COMPTON REDEVELOPMENT PROJECT AREA

WHEREAS, the Community Redevelopment Agency of the City of Compton (the "Agency") is carrying out the Redevelopment Plan for the Compton Redevelopment Project Area, as merged and amended by Ordinance No. 2,114 adopted by the City Council on November 16, 2004; and

WHEREAS, pursuant to a minute motion, the Commission authorized the Agency to enter into negotiations with Donel Development, LLC., Perla Properties, LLC., and Top You, LLC., ("Redevelopers")

WHEREAS, the Agency and the Redevelopers have consummated negotiations culminating into a Purchase Agreement for acquisition of certain property located at the southwest corner of Compton Boulevard and Central Avenue in Compton; and

WHEREAS, the purchase price for the site, as determined by Laurain & Associates is \$2,615,000; and

WHEREAS, in accordance with the Community Redevelopment Law, Health and Safety Code Section 33433, Agency tax increment funds shall be utilized for acquisition of parcels for development in the furtherance of economic revitalization of the project area; and

WHEREAS, the purchase of the subject property is conditioned upon Agency's approval of the physical conditions of the site including absence of environmental contaminations of the site, and that the deadline for closing escrow and the sales transaction for site acquisition is 45 days following execution of the Purchase Agreement.

NOW, THEREFORE, THE URBAN COMMUNITY DEVELOPMENT COMMISSION, ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. That the Urban Community Development Commission hereby approves the terms and conditions of the Purchase Agreement between the Community Redevelopment Agency and the Redeveloper for the purchase of certain property located on the southwest corner of Compton Boulevard and Central Avenue in Compton .

Section 2. That the Commission hereby finds that the purchase of such property pursuant to the proposed Purchase Agreement (i) will assist in the developing a Specific Plan for the elimination of blight on the southwest corner of Central Avenue and Compton Boulevard; and (ii) is consistent with the Redevelopment Plan and Implementation Plan for the Compton Redevelopment Project Area (the "Project Area") adopted pursuant to Health and Safety Code Section 33490.

Section 3. That Funds in the amount of \$2,615,000 for the purchase of the subject parcels are available in the Agency's 2007/2008 Fiscal Year Budget, Account number 1300-000-000-3900.

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Section 4. That the Executive Secretary is hereby authorized and directed to execute any necessary documents upon the advice of the City Attorney.

Section 5. That a certified copy of this resolution shall be filed in the offices of the Executive Secretary, City Attorney, City Controller, Community Redevelopment Agency, and City Clerk.

Section 6. That the Chairman shall sign and the City Clerk shall attest to the adoption of this resolution.

ADOPTED this ____ day of _____, 2007.

**CHAIRMAN OF THE URBAN COMMUNITY
DEVELOPMENT COMMISSION**

ATTEST:

**CLERK OF THE URBAN COMMUNITY
DEVELOPMENT COMMISSION**

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

I, Alita Godwin, City Clerk of the Urban Community Development Commission of the City of Compton, hereby certify that the foregoing resolution was adopted by the Commission, signed by the Chairman, and attested by the City Clerk at the regular meeting thereof held on the ____ day of _____, 2007.

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

AYES: **COMMISSIONERS -**
NOES: **COMMISSIONERS -**
ABSENT: **COMMISSIONERS -**
ABSTAIN: **COMMISSIONERS -**

**CLERK OF THE URBAN COMMUNITY
DEVELOPMENT COMMISSION**

**PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS**

This PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (this "Agreement") is dated as of ___, 2007 (the "Effective Date"), and is entered into by and between the COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON, a public body, corporate and politic (the "Buyer"), and the Donel Development, LLC., Perla Properties, LLC., and Top You, LLC., (the "Seller").

RECITALS

A. Seller is the owner of the unimproved land in the City of Compton, County of Los Angeles, State of California with APN Numbers 6138-004-024,025 that is more particularly described on **Exhibit "A"** attached hereto and made a part hereof, together with all improvements thereon (if any), and all rights and appurtenances pertaining to such land, including all right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (collectively, the "Property").

B. Buyer desires to purchase the Property from Seller, and Seller desires to sell the Property to Buyer.

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

1. **Purchase and Sale.** Subject to and in accordance with the terms and conditions hereinafter set forth, Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller.

2. **Escrow; Outside Closing Date.** Promptly after their execution of this Agreement, the parties shall open escrow (the "Escrow") at First American Title Insurance Company (the "Escrow Holder"), 3 First American Way, Santa Ana, CA 92707 Escrow Officer, Phone: (714) 800-4172; Fax: (866) 236-2421, and the parties shall promptly deliver to Escrow Holder a fully executed copy of this Agreement. The "Close of Escrow" 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 and the Title Company (defined in Section 4b) shall have committed to issue the Title Policy (defined in Section 5) to Buyer. The Close of Escrow shall occur on or before the date that is forty-five (45) days after the Effective Date (the "Outside Closing Date").

3. **Purchase Price.**

(a) The purchase price for the Property to be paid by Buyer is the sum of Two Million Six Hundred Fifteen Thousand Dollars (\$2,615,000.00) (the "Purchase Price"). The Purchase Price was determined by R. P. Laurain & Associates (the "Appraiser") to be the fair market value of the Property based on the assumptions that the Property is free of leases, other

encumbrances, Hazardous Substances (as defined on Exhibit ____), and soils problems and is in full compliance with all applicable laws.

(b) Concurrently with their execution of this Agreement, Buyer and Seller shall execute, acknowledge and deliver for recordation a "Memorandum of Purchase Agreement and Option to Purchase" in the form attached hereto as Exhibit "F".

4. Delivery of Documents and Possession on the Close of Escrow.

(a) On the Close of Escrow, Seller shall cause to be delivered to Buyer a duly executed and acknowledged Grant Deed in the form attached as Exhibit " " attached hereto (the "Grant Deed") conveying to Buyer all of Seller's interest in the Property subject only to the Permitted Title Exceptions (as hereinafter defined), as provided below.

(b) At the Close of Escrow, Buyer shall receive a Title Policy (as defined in Section 5) issued by First American Title Insurance Company (the "Title Company") 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).

(c) At the Close of Escrow, Seller shall deliver possession of the Property to Buyer free and clear of all leases and any other possessory interests in the Property.

5. Title and Title Insurance.

(a) Within ten (10) days after the Effective Date, Seller shall deliver to Buyer a preliminary report for the Property from the Title Company together with copies of all instruments noted as exceptions therein (the "Preliminary Title Report") and the most recent ALTA survey of the Property in Seller's possession or under Seller's control, if any (the "Existing Survey"). Buyer shall have the right in its sole and absolute discretion to update the Existing Survey, or prepare a new ALTA survey, at Buyer's cost (such updated or new survey is hereinafter referred to as the "Survey").

(b) Buyer shall have until the date that is five (5) business days prior to the Outside Closing Date 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"). The period from the Effective Date to the date that is five (5) business days prior to the Outside Closing Date is hereinafter referred to as the "Due Diligence Period." Any exceptions to title not approved or disapproved by Buyer within the Due Diligence Period shall be deemed disapproved. Within three (3) days after Seller's receipt of a Disapproval Notice (or three (3) days after the Due Diligence Date for exceptions that are deemed disapproved), Seller shall notify Buyer in writing whether Seller intends to remove the Disapproved Exceptions. If Seller notifies Buyer of an intention to eliminate the Disapproved Exceptions, Seller shall do so prior to the Close of Escrow. If Seller indicates to Buyer in writing within the time allowed that Seller does not intend to remove any of the Disapproved Exceptions (or if an exception is deemed disapproved), or if Seller does not respond, then Buyer may terminate this

Agreement by written notice to Seller or take the Property subject to the Disapproved Exceptions and cause the Purchase Price to be redetermined as described in Section 3 above. In any event, Seller shall pay in full all loans secured by mortgages and deeds of trust, any mechanics liens, all special bonded assessments encumbering the Property, and any other monetary liens or exceptions (other than current real property taxes which are not due and payable) prior to or concurrently with the Close of Escrow, and the Escrow Holder is hereby directed to cause same to be paid off from the proceeds of the Purchase Price. The policy of title insurance shall include such endorsements as Buyer shall request, but any title policy endorsements shall be paid for by Buyer. Whether or not Buyer shall have furnished to Seller any notice of Disapproved Exceptions pursuant to the foregoing provisions of this Agreement, Buyer may, at or prior to the Close of Escrow, notify Seller in writing of objections to any title exceptions (including any matters reflected on the Survey) raised by the Title Company or the surveyor after the Due Diligence Period or Buyer's response to title matters, whichever is earlier. With respect to any Disapproved Exceptions set forth in such notice, Buyer shall have the right to accept title subject to such matters or to terminate this Agreement.

(c) Buyer's fee title to the Property shall be insured at the Close of Escrow by a CLTA (or if elected by Buyer, ALTA) Coverage Owner's Policy of Title Insurance in the amount of the Purchase Price, issued by Title Company together with all endorsements requested by Buyer (collectively, the "Title Policy"). The Title Policy shall insure Buyer's fee interest in the Property free and clear of all liens, encumbrances, restrictions, and rights-of-way of record, subject only to the following (the "Permitted Title Exceptions"):

- (i) Real property taxes for the then current tax fiscal year which are a lien not yet due and payable;
- (ii) Those title exceptions approved by Buyer.

Seller shall not improve, alter, encumber, lease or agree to sell the Property or any portion thereof or interest therein to any other party during the period from the Effective Date to the Close of Escrow or the date of the termination of this Agreement, as applicable.

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) day prior to the Close of Escrow the following instruments, documents, and funds, the delivery of each of which shall be a condition of the Close of Escrow.

- (b) Seller shall deliver:
 - (i) The Grant Deed duly executed and acknowledged by Seller;
 - (ii) A Withholding Exemption Certificate Form 593 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;
 - (iv) Such funds as are required to pay for costs and expenses payable by Seller hereunder;
 - (v) 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 Purchase Price together with such funds as are required to pay for costs and expenses payable by Buyer hereunder;
 - (ii) a Certificate of Acceptance for the Grant Deed; and
 - (iii) 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.

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 can issue the Title Policy, with a liability amount equal to the Purchase Price, showing fee title to the Property vested in Buyer, subject only to the Permitted Title Exceptions. If Seller has not removed all monetary liens, monetary encumbrances, or special bonded assessments, or if a monetary claim is asserted by any third party, in addition to all other remedies Buyer may have at law or equity, Buyer may elect to consummate this transaction on the Close of Escrow and offset dollar for dollar against the Purchase Price an amount equal to any such monetary encumbrances and claims;
- (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 13;

(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 14; 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 and Prorations.

(a) Seller shall pay: (i) one-half (1/2) of the escrow fees and charges of Escrow Holder; (ii) the cost of the premium for the CLTA Standard Coverage portion of the Owner's Title Policy; (iii) Seller's share of the charges prorated under this Agreement; and (iv) all costs of Seller's legal counsel and consultants, if any. If the Escrow shall fail to close for any reason other than Buyer's or Seller's default, Seller shall pay one-half (1/2) of any applicable Escrow cancellation charges; if Escrow shall fail to close due to Seller's default, Seller shall pay all Escrow cancellation charges.

(b) Buyer shall pay: (i) one-half (1/2) of the escrow fees and charges of Escrow Holder; (ii) the cost of the premium for the ALTA Extended Coverage portion of the Owner's Title Policy; (iii) the cost of all endorsements to the Title Policy; (iv) Buyer's share of the charges prorated under this Agreement; (v) the cost of an ALTA survey, if required by Buyer; and (vi) all costs of Buyer's legal counsel and consultants. If the Escrow shall fail to close for any reason other than Buyer's or Seller's default, Buyer shall pay one-half (1/2) of any applicable Escrow cancellation charges; if Escrow shall fail to close due to Buyer's default, then Buyer shall pay all Escrow cancellation charges.

(c) 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) taxes and assessments levied against the Property;
- (ii) any operating expenses or other items pertaining to the Property.

(d) Notwithstanding anything contained in Section 8(c), 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.

(e) 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. Documents and Reports; Due Diligence Date and Due Diligence Period; Access. Seller hereby represents and warrants that it has provided to Buyer copies of any and all permits, leases, licenses, agreements, contracts, documents, studies, and reports relating to the condition of the Property or otherwise relating to the Property, including any material analyses, all surveys, all environmental site assessments, and if material, other documents, in Seller's possession or under Seller's control (collectively, "Documents and Reports").

Until the end of the Due Diligence Period, Buyer may inspect the Documents and Reports and Buyer and its contractors shall have the right to enter upon the Property during the Due Diligence Period to make inspections and other examinations of the Property, 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 subject to the terms of a Right of Entry Agreement in the form attached hereto as Exhibit " " which shall be executed and delivered prior to Buyer's (or its contractors) entry onto the Property.

In the event that Buyer elects not to purchase the Property due to a matter disclosed by the Documents and Reports or due to the condition of the Property, Buyer shall so notify Seller by the Closing Date whereupon this Agreement shall automatically terminate. Alternatively Buyer may elect the Second Option under Section 3 above, in which case the parties shall proceed in accordance with the provisions of Section 3 above.

10. Indemnification. Seller hereby agrees to indemnify Buyer against, and to hold Buyer harmless and, at the option of Buyer, defend Buyer, its officers, directors, employees, agents and representatives (collectively, "Indemnified Parties") with counsel approved by Buyer, from all claims, liabilities, losses, damages, costs and expenses, including, without limitation, legal fees and disbursements, incurred by Indemnified Parties by reason of any claims or litigation relating to the Property that arise from acts, occurrences, omissions or other matters, including that took place on or about the Property prior to the Close of Escrow. The provisions of this Section 10 shall survive the Close of Escrow, the termination of this Agreement and/or the delivery of the Grant Deed.

11. Warranties, Representations and Covenants of Seller Regarding The Property. Seller hereby represents, warrants and covenants to Buyer the following, it being expressly understood and agreed that all such representations, warranties and covenants shall survive the Close of Escrow and delivery of the Grant Deed:

(a) Hazardous Substances.

- (i) Except as disclosed in the Documents and Reports, to the best of Seller's knowledge, the Property is free and has always been free from Hazardous Substances (as defined in Exhibit " ") and is not and has never been in violation of any Environmental Laws (as defined in Exhibit " ").
- (ii) To the best of Seller's knowledge, there are no buried or partially buried storage tanks located on the Property.
- (iii) Seller has received no written notice, warning, notice of violation, administrative complaint, judicial complaint, or other formal or informal notice alleging that conditions on the Property are or have been in violation of any Environmental Law, or informing Seller that the Property is subject to investigation or inquiry regarding Hazardous Substances on the Property or the potential violation of any Environmental Law.
- (iv) Except as disclosed in the Documents and Reports, there is no monitoring program required by the Environmental Protection Agency or any similar state agency concerning the Property.
- (v) Except as disclosed in the Documents and Reports, to the best of Seller's knowledge, no toxic or hazardous chemicals, waste, or substances of any kind have ever been spilled, disposed of, or stored on, under, or at the Property, whether by accident, burying, drainage, or storage in containers, tanks, or holding areas, or by any other means.
- (vi) To the best of Seller's knowledge, the Property has never been used as a dump or landfill.
- (vii) Seller has disclosed to Buyer all information, records, site assessment reports, remedial action plans and studies maintained by Seller in connection with the Property and concerning Hazardous Substances, including, but not limited to, all of such information, records, reports and studies pertaining to the types and locations thereof. As part of this representation, Seller shall provide Buyer a Natural Hazards Disclosure Statement in accordance with California Civil Code Section 1103.2. Seller has produced a list of all information, records, reports and studies maintained by Seller or under Seller's control in connection with the Property concerning Hazardous Substances and all existing orders and directives from or agreements with any governmental agency pertaining to the environmental condition of the Property and any requests for information, documents, access or

investigation pertaining thereto and such list is contained in **Exhibit “ ”** attached hereto.

- (viii) Seller has made available to Buyer all subpoenas, and all orders, directives and other requests for information from any government agency relating to Hazardous Substances and the Property, and all documents supplied by Seller to a government agency in response. Seller also has made available to Buyer all requests for access, notices, warnings, notices of violation, orders, directives, administrative complaints from any government agency, and any judicial complaints, relating to Hazardous Substances and the Property, and all documents supplied by Seller to a government agency in response. Each of these documents is listed in **Exhibit “ ”**. There is no outstanding administrative or judicial subpoena, or other written request for any documents or information relating to Hazardous Substances and the Property to Seller from any government agency.
- (ix) Seller has received no written request, directive, administrative order or judicial order to impose any type of land use restriction or institutional control relating to Hazardous Substances on the Property.
- (x) Except as disclosed in the Documents and Reports, there is no outstanding written order, directive or administrative complaint from any government agency, no outstanding judicial complaint or order, and no current agreement with any government agency for any investigation or cleanup of any Hazardous Substance that is on or was released from the Property.

(b) 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 is the sole owner of the Property, free and clear of all liens, claims, encumbrances, easements, encroachments on the Property from adjacent properties, encroachments by improvements or vegetation on the Property onto adjacent property, or rights of way of any nature, other than those that may appear on the Preliminary Title Report. Seller shall not further transfer or encumber the Property or allow the Property to be further encumbered prior to the Close of Escrow.

(c) Any information that Seller has delivered to Buyer, either directly or through Seller's agents, is accurate and Seller has disclosed to Buyer all material facts with respect to the Property.

(d) There is no pending litigation or threatened litigation, which does or may adversely affect the Property.

(e) There is no eminent domain or similar condemnation proceeding affecting any portion of the Property now pending or, to Seller's knowledge and belief, threatened. Further, there are no actions or proceedings pending or threatened against Seller or the Property, before any court or administrative agency in any way connected with or relating to the Property, or affecting Seller's ability to fulfill all of its obligations under this Agreement.

(f) There are no written or oral commitments to or agreements with any governmental authority or agency materially and adversely affecting the Property, or any part thereof or any interest therein, which will survive the Close of Escrow. Seller has entered into no understanding or agreement with any taxing or assessing authority respecting the imposition or deferment of any taxes or assessments respecting the Property.

(g) 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, or 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.

(h) Seller is not in default of its obligations under any contract, agreement or instrument to which Seller is a party which would adversely affect the value of the Property or Seller's ability to perform its obligations hereunder.

(i) To the best of Seller's knowledge, there are no natural or artificial conditions upon the Property or any part of the Property that could result in a material and adverse change in the condition of the Property.

(j) There are no mechanics', materialmen's or other claims or liens presently claimed or which will be claimed against the Property for work performed or commenced prior to the date of this Agreement or relating to the environmental condition of the Property. Seller agrees to hold Indemnified Parties harmless from all costs, expenses, liabilities, losses, charges and fees, including without limitation attorneys' fees, arising from or relating to any such lien or any similar lien claimed against the Property and arising from work performed or commenced prior to the Close of Escrow, excluding and excepting any work performed by or at the request of Buyer.

(k) There presently are, and at the Close of Escrow there will be, no oral or written leases, contracts, agreements, licenses, commitments, or undertakings respecting maintenance of the Property, or the performance of services on the Property, or the use or occupancy of the Property or any part of it by which Buyer would become obligated or liable to any person after the Close of Escrow.

(l) Except for this Agreement (and except as set forth in the Preliminary Title Report delivered to Buyer) there are no written or oral leases or contractual rights or options to lease, purchase, or otherwise enjoy possession, or any other rights or interests of any nature in and to the Property or any part thereof, and no persons have any right of possession to the Property or any part thereof. Seller shall deliver possession of the Property to Buyer free of all

tenants and other persons or entities, and shall indemnify and hold Indemnified Parties harmless from the claims of any tenants or persons or entities claiming a right to possession relating to Seller's occupancy of the Property and arising before or after the Close of Escrow.

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

(n) There are no unrecorded contracts or agreements, such as maintenance, service, or utility contracts relating to or affecting the Property.

Seller shall notify Buyer of any facts that would cause any of the representations contained in this Agreement to be untrue as of the Close of Escrow. Seller agrees to indemnify Buyer and defend and hold Buyer harmless from all loss, costs, liability, expense, damage, or other injury, including without limitation attorneys' fees and expenses, and all other costs and expenses incurred by reason of, or in any manner resulting from the breach of any warranties and representations in this Section. The provisions of this Section shall survive the Close of Escrow and delivery of the Grant Deed or the termination of this Agreement (as applicable).

12. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller the following, it being expressly understood and agreed that all such representations and warranties are to be true and correct at the date of this Agreement and as of the Close of Escrow:

(a) Buyer has the full power and authority to enter into this Agreement and 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) There is no pending litigation or, to the best of Buyer's knowledge, threatened litigation, which does or will materially and adversely affect Buyer's ability to consummate this transaction.

13. Buyer's Conditions. Buyer's obligations under this Agreement are expressly made subject to the following conditions precedent solely for the benefit of 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 (or Buyer's written waiver thereof, 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.

(b) That as of the Close of Escrow, the representations and warranties of Seller contained in this Agreement are all true and correct.

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

(d) Buyer's approval, prior to the end of the Due Diligence Period, of the physical condition of the Property, including without limitation, any and all inspections, tests, Survey(s), and other studies to be conducted by Buyer, in Buyer's sole and absolute discretion, including without limitation, any environmental site assessments, investigations, studies and reports, and Buyer's approval of the Documents and Reports. Buyer's approval of any such inspections of the Property shall not alter or diminish Seller's representations or warranties under this Agreement, and Seller acknowledges and agrees that Buyer is nonetheless relying on Seller's representations and warranties made herein, unless such representation or warranty is specifically waived in whole or in part by Buyer in writing.

If any of the foregoing conditions precedent has not been either met to Buyer's sole and absolute satisfaction (and has not been expressly waived in writing by Buyer on or prior to the Closing Date), then this Agreement shall, at the option of Buyer, terminate, in which event, except as expressly set forth in this Agreement, neither party shall have any further rights, duties and obligations hereunder.

14. 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 (or Seller's written waiver thereof), 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.

(c) That as of the Close of Escrow the representations and warranties of Buyer contained in this Agreement are all true and correct.

15. Change in Condition; Condemnation. If at any time prior to the Close of Escrow, the Property becomes contaminated with Hazardous Substances, then Buyer may terminate this Agreement. Buyer agrees (to the extent permitted under applicable law) that Buyer will not condemn any portion of the Property. If at any time prior to the Close of Escrow, the Property, or any portion thereof, is taken or appropriated by an entity (other than Buyer or the City of Compton) through eminent domain or similar proceedings, or is condemned by an entity (other than Buyer or the City of Compton) for any public or quasi-public use, Buyer may not terminate this Agreement, but Buyer shall be entitled to receive all condemnation proceeds actually paid for that portion of the Property taken.

16. Default. In the event of a breach or default under this Agreement by either Seller or Buyer, the non-defaulting party shall have the right to terminate this Agreement and the Escrow by delivering written notice thereof to the defaulting party and to Escrow Holder. If Buyer is the non-defaulting party, Buyer shall have the right to obtain damages (to the extent available under applicable law), or Buyer may obtain specific performance. If Seller is the non-defaulting party, Seller may obtain damages (to the extent available under applicable law). Such

termination of the Escrow by a non-defaulting party shall be without prejudice to the non-defaulting party's rights and remedies against the defaulting party at law or in equity.

17. No Relocation Assistance. The total compensation to be paid by Buyer for the Property is the Purchase Price, which consideration covers all land and improvements, equipment, loss of business goodwill, and relocation assistance, and is the full and complete acquisition cost of the Property; however, the foregoing is not intended to apply in the event the Property is condemned. Buyer shall have no obligation to Seller under the California Relocation Assistance and Real Property Acquisition statutes and guidelines. Except for any breach of terms or conditions contained in this Agreement, Seller waives and forever releases Buyer, including its successors, officers, employees, attorneys, agents, representatives and anyone else acting on Buyer's behalf, of and from any and all claims, demands, actions or causes of action, obligations, liabilities, or claims for further compensation, known or unknown, based upon or relating to the facts or allegations and circumstances arising from Buyer's acquisition of the Property. By such release, Seller expressly waives its rights, if any, under California Civil Code Section 1542 which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

18. Notices. All notices and demands shall be given in writing. Notices shall be considered given upon the earlier of (a) personal delivery, (b) two (2) business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested, or (c) 24 hours after deposit with a reputable overnight delivery service (such as Federal Express). 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.

Buyer: Community Redevelopment Agency of the City Compton
 205 South Willowbrook Avenue
 Compton, California 90220
 Attn: Mr. Kofi Sefa-Boakye
 Tel: (310) 605-5511

Seller: Donel Development, LLC., Perla Properties, LLC., 7 Top You, LLC.

Escrow
Holder: As set forth in Section 2.

19. Broker's Commissions. Buyer represents and warrants to Seller that Buyer has used no broker, agent, finder or other person in connection with the transaction contemplated

hereby to whom a brokerage or other commission or fee may be payable. Seller represents and warrants to Buyer that Seller has used no broker, agent, finder or other person in connection with the transaction contemplated hereby to whom a brokerage or other commission or fee may be payable. Each party indemnifies and agrees to defend and hold the other harmless from any claims resulting from its breach of the warranties, representations and covenants made by it in this Section.

20. Standard Escrow Instructions. Each party agrees to execute Escrow Holder's supplemental reasonable standard instructions as may be necessary or proper in order to consummate the transactions contemplated by this Agreement; provided, however, in the event of a conflict between the terms hereof and the terms of such standard instructions, the terms hereof shall control.

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

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.

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

26. No Third Party Beneficiaries. 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 simultaneously 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.

29. Assignment of Agreement. Neither party may assign or transfer their respective rights or obligations under this Agreement without the prior written consent of the other.

30. Construction of Document. This Agreement is the result of a negotiation and is not the product of any one party. There shall be no presumption in the interpretation hereof that any ambiguity is to be resolved against any party hereto. The parties hereto waive expressly each and all provisions of California Civil Code Section 1654, which provides: "IN CASES OF UNCERTAINTY NOT REMOVED BY THE PRECEDING RULES, THE LANGUAGE OF A CONTRACT SHOULD BE INTERPRETED MOST STRONGLY AGAINST THE PARTY WHO CAUSED THE UNCERTAINTY TO EXIST."

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

BUYER:

SELLER:

COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF COMPTON,
a public body, corporate and politic

By: _____
Print Name: _____
Title: _____

By: _____
Print Name: _____
Title: _____

Attest:

By: _____
Print Name: _____
Title: _____

Approved as to form by:

RICHARDS, WATSON & GERSHON,
Special Agency Counsel

By: _____
Bruce Galloway

6.

EXHIBIT “A”

LEGAL DESCRIPTION OF THE LAND

EXHIBIT "B"**FORM OF GRANT DEED****RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

Community Redevelopment Agency of the City Compton
 205 South Willowbrook Avenue
 Compton, California 90220
 Attn: _____

APN: 6134-020-900

Exempt from recording changes under Government Code Section 6103

[SPACE ABOVE FOR RECORDER'S USE ONLY]

GRANT DEED

THE UNDERSIGNED GRANTOR DECLARES AS FOLLOWS:

This transfer is exempt from documentary Transfer Tax pursuant to Revenue & Taxation Code Section 11922.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the (the "Grantor") hereby grants to the COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON, a public body, corporate and politic, the real property located in the City of Compton, County of Los Angeles, State of California, that is described on "Exhibit A" attached hereto and incorporated herein by reference.

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

Dated: _____, 2007

GRANTOR:

By: _____
 Print Name: _____
 Title: _____

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

On the ____ day of _____, 2007, before me, _____, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

SEAL:

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

On the ____ day of _____, 2007, before me, _____, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

SEAL:

EXHIBIT A TO GRANT DEED

LEGAL DESCRIPTION

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the deed dated _____ ,
2007, from the _____ to the COMMUNITY REDEVELOPMENT AGENCY OF THE
CITY OF COMPTON is hereby accepted by the undersigned officer or agent on behalf of the
Community Redevelopment Agency of the City of Compton pursuant to authority conferred by
resolution of the board of the Community Redevelopment Agency of the City of Compton,
adopted on _____, 2007, and the grantee consents to recordation thereof by its duly
authorized officer.

COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF COMPTON

By: _____
Name: _____
Title: _____

DATED: _____, 2007

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

On the ____ day of _____, 2007, before me, _____, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

 Notary Public

SEAL:

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

On the ____ day of _____, 2007, before me, _____, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

 Notary Public

SEAL:

EXHIBIT "C"

RIGHT OF ENTRY AND ACCESS AGREEMENT

THIS RIGHT OF ENTRY AND ACCESS AGREEMENT (herein called this "Agreement") is made and entered into as of _____, 2007, by the (the "Grantor"), and the COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON, a public body, corporate and politic (the "Grantee").

W I T N E S S E T H:

WHEREAS, Grantor is the owner of the real property more particularly described on Exhibit A, attached hereto and incorporated herein by reference (herein called the "Property");

WHEREAS, Grantor and Grantee have entered into a Purchase and Sale Agreement and Escrow Instructions related to the Property (the "Purchase Agreement");

WHEREAS, Grantee has requested the right of entry upon and access to the Property for the purpose of preparing a survey, undertaking tests, inspections and other due diligence activities (herein called the "Due Diligence Activities") in connection with the proposed acquisition by Grantee of the Property;

WHEREAS, Grantor has agreed to grant to Grantee, and Grantee has agreed to accept from Grantor, a non-exclusive, revocable license to enter upon the Property to perform the Due Diligence Activities in accordance with the terms and provisions of this Agreement;

WHEREAS, Grantor and Grantee desire to execute and enter into this Agreement for the purpose of setting forth their agreement with respect to the Due Diligence Activities and Grantee's entry upon the Property.

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee do hereby covenant and agree as follows:

1. Access by Grantee. (a) Subject to Grantee's compliance with the terms and provisions of this Agreement, until the earlier to occur of (i) the Close of Escrow; or (ii) the earlier termination of this Agreement, Grantee and Grantee's agents, employees, contractors, representatives and other designees (herein collectively called "Grantee's Designees") shall have the right to enter upon the Property for the purpose of conducting the Due Diligence Activities.

(b) Grantee expressly agrees that in the event the Property is altered or disturbed in any manner in connection with the Due Diligence Activities, Grantee shall return the Property to the condition existing prior to the Due Diligence Activities to the extent reasonably practicable, and Grantee shall indemnify, defend and hold Grantor harmless from and against any and all claims, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and expenses and court costs) suffered, incurred or

sustained by Grantor as a result of, by reason of, or in connection with any such alterations or disturbance of the Property.

2. Lien Waivers. Upon receipt of a written request from Grantor, Grantee will use reasonable efforts to obtain and provide Grantor with lien waivers following completion of the Due Diligence Activities from each and every contractor, materialman, engineer, architect and surveyor who might have lien rights, in form and substance reasonably satisfactory to Grantor and its counsel. Grantee shall indemnify Grantor from and against any claims or demands for payment, or any liens or lien claims made against Grantor or the Property as a result of the Due Diligence Activities.

3. Insurance. Grantee shall, and shall cause all of Grantee's Designees performing the Due Diligence Activities to, procure or maintain reasonable commercial general liability insurance issued by an insurer reasonably satisfactory to Grantor covering each of the Due Diligence Activities.

4. Successors. To the extent any rights or obligations under this Agreement remain in effect, this Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

5. Limitations. Grantor does not hereby convey to Grantee any right, title or interest in or to the Property, but merely grants the specific rights and privileges hereinabove set forth.

6. Notices. Whenever any notice, demand, or request is required or permitted under this Agreement, such notice, demand, or request shall be in writing and shall be delivered by hand, be sent by registered or certified mail, postage prepaid, return receipt requested, or shall be sent by nationally recognized commercial courier for next business day delivery, to the addresses set forth below the respective executions of the parties hereof, or to such other addresses as are specified by written notice given in accordance herewith. All notices, demands, or requests delivered by hand shall be deemed given upon the date so delivered; those given by mailing as hereinabove provided shall be deemed given on the date of deposit in the United States Mail; and those given by commercial courier as hereinabove provided shall be deemed given 24 hours after the date of deposit with the commercial courier. Nonetheless, the time period, if any, in which a response to any notice, demand, or request must be given shall commence to run from the date of receipt of the notice, demand, or request by the addressee thereof.

7. Governing Law. This Agreement shall be construed, enforced and interpreted in accordance with the laws of the State of California.

8. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed and sealed, all the day and year first written above.

6.

GRANTOR:

By: _____
Print Name: _____
Title: _____

Address for notices:

GRANTEE:

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON,
a public body, corporate and politic

By: _____
Name: _____
Title: _____

Address for notices:

Community Redevelopment Agency of the City Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Mr. Kofi Sefa-Boakye
Tel: (310) 605-5511

EXHIBIT “D”**CERTAIN DEFINITIONS**

Environmental Laws means all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance (as later defined), or pertaining to occupational health or industrial hygiene (and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under, or about the Property), occupational or environmental conditions on, under, or about the Property, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) [42 USCS §§ 9601 *et seq.*]; the Resource Conservation and Recovery Act of 1976 (RCRA) [42 USCS §§ 6901 *et seq.*]; the Clean Water Act, also known as the Federal Water Pollution Control Act (FWPCA) [33 USCS §§ 1251 *et seq.*]; the Toxic Substances Control Act (TSCA) [15 USCS §§ 2601 *et seq.*]; the Hazardous Materials Transportation Act (HMTA) [49 USCS §§ 1801 *et seq.*]; the Insecticide, Fungicide, Rodenticide Act [7 USCS §§ 136 *et seq.*]; the Superfund Amendments and Reauthorization Act [42 USCS §§ 6901 *et seq.*]; the Clean Air Act [42 USCS §§ 7401 *et seq.*]; the Safe Drinking Water Act [42 USCS §§ 300f *et seq.*]; the Solid Waste Disposal Act [42 USCS §§ 6901 *et seq.*]; the Surface Mining Control and Reclamation Act [30 USCS §§ 1201 *et seq.*]; the Emergency Planning and Community Right to Know Act [42 USCS §§ 11001 *et seq.*]; the Occupational Safety and Health Act [29 USCS §§ 655 and 657]; the California Underground Storage of Hazardous Substances Act [H & S C §§ 25280 *et seq.*]; the California Hazardous Substances Account Act [H & S C §§ 25300 *et seq.*]; the California Hazardous Waste Control Act [H & S C §§ 25100 *et seq.*]; the California Safe Drinking Water and Toxic Enforcement Act [H & S C §§ 24249.5 *et seq.*]; the Porter-Cologne Water Quality Act [Wat C §§ 13000 *et seq.*] together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to occupational health or industrial hygiene, and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under, or about the Property, or the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use.

Hazardous Substances includes without limitation:

(a) Those substances included within the definitions of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste, or pollutant or contaminant in CERCLA, RCRA, TSCA, HMTA, or under any other Environmental Law;

(b) Those substances listed in the United States Department of Transportation (DOT) Table [49 CFR 172.101], or by the Environmental Protection Agency (EPA), or any successor agency, as hazardous substances [40 CFR Part 302];

(c) Other substances, materials, and wastes that are or become regulated or classified as hazardous or toxic under federal, state, or local laws or regulations; and

6.

(d) Any material, waste, or substance that is

(i) a petroleum or refined petroleum product,

(ii) asbestos,

(iii) polychlorinated biphenyl,

(iv) designated as a hazardous substance pursuant to 33 USCS § 1321 or listed pursuant to 33 USCS § 1317,

(v) a flammable explosive, or

(vi) a radioactive material.

EXHIBIT “E”

LIST OF ENVIRONMENTAL DOCUMENTS

(If none, Seller must write “None” below; if this Exhibit is left blank and no list is attached, then Seller shall be deemed to have represented that there are none.)

6.

EXHIBIT “F”

**FORM OF MEMORANDUM OF PURCHASE AGREEMENT
AND OPTION TO PURCHASE**

(Attached.)

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Community Redevelopment Agency of
the City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attention: Mr. Kofi Sefa-Boakye

APN: _____

[Space Above For Recorder's Use Only]

The undersigned declare that this Memorandum of Purchase Agreement and Option to Purchase is exempt from Recording Fees pursuant to California Government Code Section 27383 and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922.

**MEMORANDUM OF PURCHASE AGREEMENT
AND OPTION TO PURCHASE**

THIS MEMORANDUM OF PURCHASE AGREEMENT AND OPTION TO PURCHASE (this "**Memorandum**") is dated as of _____, 2007, and is entered into by and between the ("**Seller**"), and the COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON, a public body, corporate and politic ("**Buyer**").

R E C I T A L S

A. Buyer and Seller have entered into that certain Purchase and Sale Agreement and Escrow Instructions dated in , 2007 (the "**Agreement**"), pursuant to which Seller has agreed to sell to Buyer, and Buyer has agreed to buy and accept from Seller, real property located in the City of Compton, County of Los Angeles, State of California, more particularly described on Exhibit "A" (the "**Property**") subject to and in accordance with the terms and conditions contained in the Agreement.

B. The Agreement includes the current grant by Seller to Buyer of an option to purchase the Property (the "**Buyer Purchase Option**") in the event Buyer objects to the physical condition or title to the Property and Seller decides to take the property off the market rather than have the purchase price re-determined at its fair market value considering the objectionable matters, all as more particularly set forth in the Agreement.

C. Buyer and Seller now desire to enter into this Memorandum to provide record notice of the Agreement and the Buyer Purchase Option.

A G R E E M E N T

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

1. Sale. Seller hereby agrees to sell the Property to Buyer, and Buyer hereby agree to buy the Property from Seller on the terms and conditions set forth in (i) the Agreement; and (ii) the Buyer Purchase Option (as applicable).

2. Purpose. This Memorandum is prepared for the purposes of recordation only and in no way modifies the terms and conditions of the Agreement. In the event any provision of this Memorandum is inconsistent with any term or condition of the Agreement, the applicable term or condition of the Agreement shall prevail.

3. Counterparts. This Memorandum may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, taken together, shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Purchase Agreement and Purchase Option as of the date first written above.

BUYER:

SELLER:

COMPTON REDEVELOPMENT
AGENCY OF THE CITY OF COMPTON,
a public body, corporate and politic

By: _____
Print Name: _____
Title: _____

By: _____

Print Name: _____
Title: _____

EXHIBIT "A"**LEGAL DESCRIPTION OF THE LAND**

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

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

On _____, 2007, before me, _____, a Notary Public in and for the State of California, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for the State of California

(SEAL)

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

On _____, 2007, before me, _____, a Notary Public in and for the State of California, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for the State of California

6.

(SEAL)

CERTIFICATE OF ACCEPTANCE

This is to certify that the purchase option(s) contained in that certain Purchase and Sale Agreement and Escrow Instructions dated _____, 2007, granted by the COMPTON UNIFIED SCHOOL DISTRICT to the COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON is hereby accepted by the undersigned officer or agent on behalf of the Community Redevelopment Agency of the City of Compton pursuant to authority conferred by resolution of the board of the Community Redevelopment Agency of the City of Compton, adopted on _____, 2007, and the grantee consents to recordation thereof by its duly authorized officer.

COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF COMPTON

By: _____
Name: _____
Title: _____

DATED: _____, 2007

6.

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

On _____, 2007, before me, _____, a
Notary Public in and for the State of California, personally appeared _____,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person
whose name is subscribed to the within instrument and acknowledged to me that he/she executed
the same in his/her authorized capacity, and that by his/her signature on the instrument, the
person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for the State of California

(SEAL)

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Community Redevelopment

RESOLUTION TITLE: AUTHORIZING A PURCHASE AGREEMENT BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY AND DONNEL INVESTMENT INC. FOR THE ACQUISITION OF CERTAIN REAL PROPERTY LOCATED IN THE COMPTON REDEVELOPMENT PROJECT AREA

<ManagersName>
DEPARTMENT MANAGER’S SIGNATURE

<ManagersDate>
DATE

REVIEW / APPROVAL

<LegalName>
CITY ATTORNEY

<LegalDate>
DATE

<ControllerName>
CITY CONTROLLER

<ControllerDate>
DATE

<BudgetName>
BUDGET OFFICER

<BudgetDate>
DATE

<CityManager>
CITY MANAGER

<CityManagerDate>
DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney’s review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.