COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles
2 Coral Circle • Monterey Park, CA 91755
323.890.7001 • TTY: 323.838.7449 • www.lacdc.org

Gloria Molina
Yvonne Brathwaite Burke
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich
Commissioners

William K. Huang
Acting Executive Director

ADOPTED
Community Development Commission

2-D OCT 07 2008

SACHI A. HAMAI
EXECUTIVE OFFICER

October 7, 2008

Honorable Board of Commissioners
Community Development Commission of the
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Commissioners:

APPROVE AN AGREEMENT TO NEGOTIATE EXCLUSIVELY WITH MAYANS DEVELOPMENT, INC. FOR DISPOSITION AND DEVELOPMENT OF SCATTERED SITES IN UNINCORPORATED LOS ANGELES COUNTY (DISTRICTS 1, 2) (3 VOTE)

SUBJECT:

This letter requests that your Board approve an Agreement to Negotiate Exclusively between the Community Development Commission and Mayans Development, Inc. for the development of 34 scattered site single-family homeownership units, 51% of which will be reserved for low-income homebuyers. Approval of these actions will increase the supply of affordable housing in Los Angeles County.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that entering into a one-year Agreement to Negotiate Exclusively (Agreement) between the Community Development Commission (Commission) and Mayans Development, Inc. (Developer), for the development of 34 scattered site single-family homeownership units located in unincorporated Athens, Florence and Willowbrook is not subject to the provisions of the California Environmental Quality Act (CEQA), because it does not have the potential for causing a significant effect on the environment.

2. Approve and authorize the Acting Executive Director to execute an Agreement, between the Commission and the Developer to negotiate exclusively for the development of 34 scattered single-family

homeownership units located in the unincorporated area of the County of Los Angeles, four of which are located in the Willowbrook Community Redevelopment Project Area, for presentation to your Board at the conclusion of successful negotiations, following approval as to form by County Counsel and execution by all parties.

3. Authorize the Acting Executive Director to execute amendments to the Agreement to extend the negotiating period by a maximum of three 90-day periods, to be effective following approval as to form by County Counsel and execution by all parties.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of this action is to authorize the Commission to negotiate exclusively the terms of a Disposition and Development Agreement (DDA) with the Developer, for the disposition of 12 non-contiguous Commission-owned parcels and the development of up to 34 single-family homeownership units to be located at 11137 Budlong Avenue, 6305 Holmes Avenue, 1228 W. 93rd Street, 1346 W. 93rd Street, 1310 W. 94th Street, 1307 W. 109th Street, 14733 Stanford Avenue, 14739 Stanford Avenue, 1932 E. 119th Street, 2026 E. 119th Street, 11909 Willowbrook Avenue, and 12031 Willowbrook Avenue in the unincorporated area of the County of Los Angeles, with the last four properties located in the Willowbrook Community Redevelopment Project Area.

FISCAL IMPACT / FINANCING:

There is no fiscal impact associated with this action. The Developer will submit to the Commission a good faith non-refundable cash deposit, in the amount of $15,000, to ensure that the Developer will proceed diligently and in good faith to negotiate the Agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On February 11, 2008, the Commission issued a Request for Proposals for the development of 12 non-contiguous Commission-owned parcels. Three proposals were submitted by the March 28, 2008 deadline. An evaluation was subsequently completed and scores were assigned under the technical review and design categories. The proposal submitted by the Developer met all threshold requirements and received a score of 809 out of 1,000 possible points. The two remaining proposals scored less than the 630 minimum points required.

The technical and design review process focused on the following areas: project design; the Developer's capacity to construct and manage the project once completed; the project's financial structure and cost; and the Developer's experience and plan for marketing and selling the units.

The Developer proposes all single-family homeownership units, of which 51% of the total units will be reserved for low-income qualified buyers whose incomes do not exceed 80% of the Area Median Income for the Los Angeles/Long Beach Metropolitan Statistical Area, adjusted for family size, as established by the U.S. Department of Housing and Urban Development.

The Commission wishes to execute an Agreement with the Developer to negotiate a DDA in order to complete the project, which will include the Developer incrementally assuming ownership of the Commission parcels, performing outreach to the appropriate surrounding community, securing necessary entitlements and financing commitments and constructing and selling of the residential units. Upon the conclusion of the negotiations, the DDA will be presented to your Board for approval.

ENVIRONMENTAL DOCUMENTATION:

This action is exempt from the provisions of the National Environmental Policy Act (NEPA) pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34 (a)(3) because it involves administrative activities that will not have a physical impact on or result in any physical changes to the environment. The action is not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15060(c)(3) and 15378 because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.

This Agreement does not commit the Commission to a particular course of action, and is not subject to the requirements of CEQA or NEPA. All CEQA and NEPA environmental review requirements must be completed prior to the execution of the DDA committing the Commission to this project.

IMPACT ON CURRENT PROJECT:

Approval of this Agreement will allow the Commission to negotiate terms of a DDA with the Developer, which will result in the development and sale of residential homeownership units and will subsequently increase homeownership opportunities for low-income buyers within the County of Los Angeles and the Willowbrook Community Redevelopment Project Area.

Respectfully submitted,

WILLIAM K. HUANG
Acting Executive Director

Attachments: 1

AGREEMENT TO NEGOTIATE EXCLUSIVELY

by and between

COMMUNITY DEVELOPMENT COMMISSION

OF THE COUNTY OF LOS ANGELES

and

MAYANS DEVELOPMENT, INC.

SCATTERED SITES HOMEOWNERSHIP PROJECT

AGREEMENT TO NEGOTIATE EXCLUSIVELY

THIS AGREEMENT TO NEGOTIATE EXCLUSIVELY (the "Agreement") is entered into this _____ day of _____ 2008, by and between the COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES, (the "Commission") a public body, corporate and politic, and MAYANS DEVELOPMENT, INC., a California Corporation (the "Developer"), on the terms and conditions set forth below. The Commission and the Developer are sometimes referred to collectively herein as the "Parties" and each individually as a "Party."

RECITALS

A. WHEREAS, the Commission issued a Request for Proposals ("RFP") on February 11, 2008, for the development and sale of certain real properties located in the unincorporated area of the County of Los Angeles; with the last four properties located in the Willowbrook Community Redevelopment Project Area. The properties, (collectively known as "Sites") are located at:

1. 11137 Budlong Avenue
2. 6305 Holmes Avenue
3. 1228 W. 93rd Street
4. 1346 W. 93rd Street
5. 1310 W. 94th Street
6. 1307 W. 109th Street
7. 14733 Stanford Avenue
8. 14739 Stanford Avenue
9. 11909 Willowbrook Avenue
10. 12031 Willowbrook Avenue
11. 1932 E. 119th Street
12. 2026 E. 119th Street

B. WHEREAS, this Agreement is in response to the RFP, in which the Developer was selected to receive an Exclusive Right to Negotiate in accordance with the RFP's requirements.

NOW, THEREFORE, the Parties agree as follows:

[100] DURATION OF THIS AGREEMENT

The duration of this Agreement shall be for a period of one year from the date approved as first above written plus a maximum of up to three 90-day extensions, if mutually agreed upon by the Executive Director of the Commission and the Developer ("Negotiation Period"). If, upon expiration of the Negotiation Period, the Developer has not signed and submitted a Disposition and Development Agreement (DDA) satisfactory to the Commission in its sole discretion, then this Agreement shall automatically terminate. The Board of Commissioners of the Commission of the

County of Los Angeles ("Board of Commissioners") has authorized the extension of this Agreement to be given at the discretion of the Executive Director of the Commission.

[101] Deposit

Prior to the execution of this Agreement by the Commission, the Developer shall submit to the Commission a non-refundable, good faith cash deposit (the "Deposit") in the amount of FIFTEEN THOUSAND DOLLARS ($15,000.00). The Deposit shall ensure that the Developer will proceed diligently and in good faith to negotiate and perform all of the Developer's obligations under this Agreement. Developer's Deposit shall be credited at the final phase of the project and towards any applicable project costs.

[200] GOOD FAITH NEGOTIATIONS

The Commission and the Developer agree during the Negotiation Period set forth above to negotiate diligently and in good faith to prepare the DDA for execution by the Developer and for submission and approval by the Board of Commissioners, in the manner set forth herein with respect to the development of the Sites as referenced in recitals above. The Commission agrees, for the Negotiation Period, not to negotiate with any other person or entity regarding development or transfer of the Sites. During the term of this Agreement, except as provided in the RFP, the Commission shall keep confidential all information, plans, projections, and reports provided to the Commission by the Developer in connection with the development of the Sites and shall not disclose any such material to any third party, except to the extent required by law, without the express written consent of the Developer.

In the event at any time during the Negotiation Period the Developer does not negotiate diligently and in good faith as determined by the Commission in its reasonable discretion, the Commission shall give written notice thereof to the Developer who shall then have thirty (30) calendar days to negotiate in good faith to the satisfaction of the Commission. Following the receipt of such notice and the failure of the Developer to thereafter negotiate in good faith within said thirty (30) calendar days, this Agreement may be terminated upon written notice by the Executive Director of the Commission. In the event of such termination by the Commission, the Commission shall retain the Deposit and any interest earned thereon.

Except as provided in the preceding paragraph, upon termination of this Agreement on or before the expiration of the Negotiation Period (which may include any authorized extension of the original one year period), neither party shall have any further rights against or liability to the other under this Agreement.

If a DDA is approved and executed by the Commission and the Developer, the DDA shall thereafter govern the rights and obligations of the parties with respect to the transfer of ownership, development and sales of the units and shall supersede this Agreement.

[300] SCOPE OF NEGOTIATIONS

The negotiations between the Developer and the Commission shall be for the disposition,

development, construction and sale of the Sites.

- Disposition of Sites. The first component of negotiations between the Developer and the Commission shall be the phased transfer of ownership of the individual parcels.

- Entitlements. The second component of the negotiations between the Developer and the Commission shall be the entitlement of the Sites. The Developer shall identify the parameters by which the Sites may be developed and submit the required applications to the Department of Regional Planning.

- Schedule of Performance. The third component of the negotiations shall be in the agreement to the Schedule of Performance, etc.

- Financial Terms. The fourth component of the negotiations between the Developer and the Commission shall be establishing the maximum sales price, subsidy per unit, and shared equity terms.

These negotiation points shall be negotiated in the form of a terms sheet between the Developer and Commission. Once the terms are agreed upon, the Commission and Developer shall execute a final term sheet that will be the basis for drafting the DDA.

[400] PURCHASE PRICE AND/OR OTHER CONSIDERATION

Any applicable purchase price for the Sites to be paid to the Commission by the Developer, and/or other consideration to be paid to the Commission by the Developer under the DDA, will be identified in the DDA and approved by the Board of Commissioners.

[500] THE DEVELOPER

[501] Nature of the Developer

The Developer is a California Corporation.

[502] Office of the Developer

Mayans Development, Inc.
22343 La Palma Avenue, Suite 132
Yorba Linda, CA 92887
ATTENTION: Ismael Mayans, President

Ismael Mayans is the Developer's authorized representative to administer and implement this Agreement.

[503] Full Disclosure

The Developer shall fully disclose to the Commission of any changes of its president,

executive director, board members, members, major partners, joint venture partners, key managerial employees other associates (collectively, "principals"), and all other changes in material information concerning the development, including education, experience, and qualifications of Developer and its principals whose identities, development experience, and qualifications were submitted with the RFP and are of great importance to the Commission and the basis for the Commission to enter into this Agreement.

Any change of the president or executive director for the Developer must be approved by the Commission in its sole discretion during the term of this Agreement.

[600] FEASIBILITY STRATEGY

Prior to approval and execution of the DDA by the Developer and the Commission, the Developer shall submit to the Commission a proposed plan, schedule, budget and evidence of its ability to finance the construction the Sites to the satisfaction of the Commission in its sole and reasonable discretion.

[700] DEVELOPER PRE-DEVELOPMENT ACTIVITIES

[701] Right of Entry

The Commission will grant the Developer, its agents, and employees, to enter upon the Sites, at any and all times from and after the effective date of this Agreement and upon furnishing proof of insurance, for the purpose of obtaining data, making surveys, preparing plans, conducting tests, preparing the Sites, and other customary predevelopment activities as approved by the Commission.

[702] Insurance

Without limiting Developer's indemnifications of the Commission provided in this Agreement, Developer and/or the entities with which Developer contracts, shall procure and maintain at their own expense the insurance described in this section for the duration of this Agreement, unless otherwise set forth herein. Such insurance shall be secured from carriers admitted in California, or authorized to do business in California. Such carriers shall be in good standing with the California Secretary of State's Office and the California Department of Insurance. Such carriers must be approved by the California Department of Insurance and must be included on the California Department of Insurance List of Eligible Surplus Line Insurers (hereinafter "LESLI"). Such carriers must have a minimum rating of or equivalent to A:VIII in Best's Insurance Guide. Developer shall, concurrent with the execution of this Agreement, deliver to the Commission certificates of insurance with original endorsements evidencing the general liability and automobile insurance coverage required by this Agreement. If original endorsements are not immediately available, such endorsements may be delivered subsequent to the execution of this agreement, but no later than forty (40) days following execution of this agreement. Developer shall deliver satisfactory evidence of issuance of property insurance and worker's compensation insurance described below at such time that such exposures are at risk, but in no event later than the Close of Escrow. Developer shall deliver satisfactory evidence of issuance of Professional Liability

Coverage once the Design Professionals are hired for the Project or Developer begins to provide professional services, whichever comes first. (For purpose of these insurance requirements and indemnity provisions, Design Professionals shall include, but not be limited to, the following: architects, structural engineers, civil engineers, geotechnical engineers and environmental consultants.) The certificate and endorsements shall be signed by a person authorized by the insurers to bind coverage on its behalf. The Commission reserve the right to require complete certified copies of all policies at any time. Said insurance shall be in a form acceptable to the Commission and may provide for such deductibles as may be acceptable to the Commission. In the event such insurance does provide for deductibles or self-insurance, Developer agrees that it and/or the entities with which it contracts, will defend, indemnify and hold harmless the Commission, its elected and appointed officers, officials, representatives, employees, and agents in the same manner as they would have been defended, indemnified and held harmless if full coverage under any applicable policy had been in effect. Each such certificate shall stipulate that the Commission is to be given at least thirty (30) days' written notice in advance of any cancellation or any reduction in limit(s) for any policy of insurance required herein. Developer shall give the Commission immediate notice of any insurance claim or loss which may be covered by insurance. Developer represents and warrants that the insurance coverage required herein will also be provided by Developer's general contractors, subcontractors, and Design Professionals, as detailed below. All certificates of insurance and additional insured endorsements shall carry the following identifier [Project Name and Address].

The aforementioned insurance policies shall be primary insurance with respect to the Commission. The aforementioned insurance policies shall contain a waiver of subrogation for the benefit of the Commission. Failure on the part of Developer and/or any entities with which Developer contracts, including, but not limited to any Design Professionals and general contractors, to procure or maintain the insurance coverage required herein shall constitute a material breach of this Agreement pursuant to which the Commission may immediately terminate this Agreement and exercise all other rights and remedies set forth herein, at its sole and absolute discretion, and without waiving such default or limiting the rights or remedies of the Commission, procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by the Commission shall be immediately repaid by the Developer to the Commission upon demand including interest thereon at the Default Rate. In the event of such a breach, the Commission shall have the right, at its sole election, to participate in and control any insurance claim adjustment or dispute with the insurance carrier. Developer's failure to assert or delay in asserting any claim shall not diminish or impair the Commission' rights against the Developer or the insurance carrier.

When Developer is naming the Commission as additional insureds on any of the commercial general liability insurance policies set forth herein, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 10 01. When any entity, with which Developer is contracting, is naming the Commission as additional insureds on any of the commercial general liability insurance policies set forth herein, then the additional insured endorsement shall contain language similar to the language contained in ISO form CG 20 10 11 85.

The following insurance policies shall be maintained by Developer and any entity with which

Developer contracts for the duration of this Agreement unless otherwise set forth herein:

(1) *Commercial General Liability*: For projects in which the direct construction costs are projected to be less than $15,000,000, Commercial General Liability insurance, including coverage for bodily injury, property damage and contractual liability, with a combined single limit not less than One Million Dollars ($1,000,000) for each occurrence (Two Million Dollars ($2,000,000) General Aggregate), including, but not limited to, products and completed operations coverage. The Commission and their elected and appointed officers, officials, representatives, employees, and agents shall be named as additional insureds on such policy. Developer shall require its general contractor to carry Commercial General Liability insurance of not less than Two Million Dollars ($2,000,000) for each occurrence (Three Million Dollars ($3,000,000) General Aggregate), including, but not limited to, products and completed operations protection. Developer shall further require its general contractor to provide additional insured status for Developer and Commission and their elected and appointed officers, officials, representatives, employees, and agents, on such policy. Developer shall also require its general contractor to require that all tiers of the general contractor's subcontractors provide Commercial General Liability insurance of not less than One Million Dollars ($1,000,000) for each occurrence (Two Million Dollars ($2,000,000) General Aggregate). Developer shall further require all tiers of its subcontractors shall to provide additional insured status in favor of the Developer and Commission and their elected and appointed officers, officials, representatives, employees and agents, on such policy.

(2) *Professional Liability*: For projects in which the direct construction costs are projected to be less than $15,000,000, Developer shall require that the following professional liability insurance coverage language be incorporated in its contract with any Design Professional with which it contracts for professional services: Design Professional shall maintain professional liability insurance, including, but not limited to, coverage for personal injury, property damage and contractual liability, with a combined single limit not less than One Million Dollars ($1,000,000) for each occurrence (Two Million Dollars ($2,000,000) General Aggregate). Said insurance shall be maintained for a period of not less than four (4) years after a Certificate of Occupancy (COO) has been obtained by Developer with respect to the Property and Developer has provided Commission with evidence of such. In the event that Developer provides any professional services, Developer shall be required to maintain the professional liability insurance set forth above.

(3) *Property Insurance*: Based upon the specifics of the Project, the Commission has the right to require Developer to obtain "Special Form" property insurance as follows:

a. "Special Form" property insurance coverage shall include, without limitation, builders risk insurance and insurance against the perils of fire and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, flood, false work, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements. The amount of the property coverage shall at all times exceed the full replacement value of materials supplied or installed by others and all existing structures, improvements and fixtures on the Property. There shall not be a "co-insurance" clause. If a coinsurance waiver is not commercially available at

reasonable rates, "Commission" may waive this requirement. Said insurance shall be maintained for the duration of this Agreement. The Commission and their elected and appointed officers, officials, representatives, employees, and agents shall be named as additional insureds on such policy.

(4) *Workers' Compensation*: Developer's employees, if any, shall be covered by Workers' Compensation insurance in an amount and in such form as to meet all applicable requirements of the Labor Code of the State of California and Employers Liability limits up to One Million Dollars ($1,000,000) per accident. Developer shall require that the identical worker's compensation insurance requirements be incorporated into Developer's contract with any other entities with which it contracts in relation to the Project. Said entities shall maintain the insurance for the duration of this Agreement or the duration of the construction that is the subject of their contracts with Developer, whichever is greater.

(5) *Automobile Liability*: Combined single limit automobile liability insurance up to One Million Dollars ($1,000,000) per accident for bodily injury and property damage, covering owned (if any), non-owned and hired vehicles. Developer shall require that the identical automobile liability insurance requirements be incorporated into Developer's contract with any other entities with which it contracts in relation to the Project. Said entities shall maintain the insurance for the duration of this Agreement or the duration of the construction that is the subject of their contracts with Developer, whichever is greater. The Commission and their elected and appointed officers, officials, representatives, employees, and agents shall be named as additional insureds on such policies.

Failure on the part of Developer to procure or maintain the insurance coverage required in this Section shall constitute a material breach of this Agreement pursuant to which the Commission may immediately terminate this Agreement and exercise all other rights and remedies set forth herein, at its sole discretion, and without waiving such default or limiting the rights or remedies of the Commission, procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by the Commission shall be repaid by the Developer to the Commission upon demand. Commission shall have the right, at its election, to participate in and control any insurance claim adjustment or dispute with the insurance carrier, in connection with the Sites. Developer's failure to assert or delay in asserting any claim shall not diminish or impair the Commission's rights against the Developer or the insurance carrier.

At all times during the performance of the work hereunder, the Developer shall maintain in force a program of insurance satisfactory to the Commission's Risk Manager covering its activities hereunder. Where such coverage is provided, certificates evidencing such insurance, along with significant endorsements, shall be delivered to the Commission prior to the commencement of the work specified herein, and shall stipulate that the Commission are to be given at least thirty (30) days written notice of any modification or cancellation of any policy of insurance. Such policy of insurance shall include but not be limited to comprehensive general liability and, where applicable, professional liability with a combined single limit of not less than $1,000,000 per occurrence. Such insurance shall be primary to any other similar insurance and shall name the Commission and the County as additional insured.

The Developer enters onto the Sites and performs the work specified herein at its own risk and is subject to whatever hazards and conditions exist on the Sites. Before entering upon the Sites to do any of the work specified herein, the Developer shall make a thorough inspection of the Sites for the purpose of locating conditions which might be hazardous to the safety of those entering upon the Sites. The Developer shall take whatever steps may be necessary to eliminate such hazards and to make them known to persons entering upon the Sites.

[703] Indemnity

In the event that Developer is not acting as a Design Professional, Developer agrees to indemnify, defend and save harmless the Commission, and their elected and appointed officials, officers, representatives, employees, and agents (hereinafter collectively referred to as "Agents"), from and against any and all liability, demands, damages, claims, causes of action, fees (including reasonable attorney's fees and costs and expert witness fees), and expenses, including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "Liabilities"), that arise out of, pertain to, or relate to this Agreement, the services and/or materials provided pursuant to this Agreement, the Property, or Project. Developer shall not be required to indemnify, defend, and save harmless the Commission and its Agents from any Liabilities that arise from the active negligence, sole negligence or willful misconduct of the Commission, Commission' agents, servants, or independent contractors who are directly responsible to the Commission. Such indemnification language shall also be incorporated in Developer's contracts with any general contractors and subcontractors in favor of the Commission.

In the event that Developer is acting as a Design Professional, Developer agrees to indemnify, defend and save harmless the Commission and their Agents from and against any and all Liabilities that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Developer. Such indemnification language, in favor of the Commission, shall also be incorporated in Developer's contracts with any Design Professionals in favor of the Commission.

These indemnification provisions shall remain in full force and effect and survive the cancellation, termination and/or expiration of this Agreement. Developer agrees to require any entities with which it contracts to agree to and abide by the above mentioned indemnification requirements in favor of the Commission, as applicable to each of them.

The Commission reserve the right, at their sole and absolute discretion, to amend at any time the insurance and indemnity provisions contained herein.

[704] Public Participation

During the Negotiation Period, Developer must hold public meetings to obtain community comment on the proposed development of some Sites and be prepared to report on the status of the proposed development and respond to questions and comments by the community. The Commission may attend such public meetings.

[705] Developer's Findings, Determinations, Studies and Reports

Upon reasonable notice, as requested by the Commission in its sole discretion, the Developer shall provide written progress reports to the Commission on any matters, including plans and studies related to the Development. The Commission, its staff, consultants shall provide and disclose any material facts, information, studies, reports (i.e., environmental reports, utilities, soils reports etc.) that would impact or affect the development of the Sites within fifteen (15) business days of approval this Agreement.

[800] THE COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES

[801] Office of the Commission

The principal office of the Commission is:
Community Development Commission of the County of Los Angeles
2 Coral Circle
Monterey Park, CA 91755
ATTENTION: Lois Starr, Acting Director
Housing Development and Preservation Division

The Director of the Housing Development and Preservation Division is the Commission's authorized representative to administer and implement this Agreement, subject to any appropriate approvals of the Executive Director of the Commission and Board of Commissioners.

[802] Approval Process

Approval to execute a DDA will require an action by the Board of Commissioners. All other matters under this Agreement will require the approval of the Executive Director, or his designee.

[803] Willowbrook Community Redevelopment Plan

In respect to the four properties that are located in the Willowbrook Community Redevelopment Project, 1932 and 2026 E. 119th Street, and 11909 and 12031 Willowbrook Avenue, this Agreement and the DDA are subject to the provisions of the Redevelopment Plan for the Willowbrook Community Redevelopment Project which was approved and adopted by the Board of Supervisors of the County of Los Angeles by Ordinance No. 11,585, on October 6, 1977, as amended.

[900] COMMISSION ASSISTANCE AND COOPERATION

The Commission shall assist and cooperate in providing the Developer with appropriate information and assistance for the development of the Sites, as the Commission determines in its sole discretion.

[1000] LIMITATIONS OF THIS AGREEMENT

This Agreement does not constitute a commitment of any kind by the Commission regarding the sale, transfer, or development of all or any part of the Sites. Execution of this Agreement by the Commission is merely an agreement to enter into a period of exclusive negotiations according to the terms hereof, reserving final discretion and approval by the Board of Commissioners as to any DDA and all proceedings and decisions in connection therewith.

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

COMMUNITY DEVELOPMENT COMMISSION OF THE COUNTY OF LOS ANGELES
a public body, corporate and politic

WILLIAM K. HUANG
Acting Executive Director

MAYANS DEVELOPMENT, INC.
a California corporation

ISMAEL MAYANS
President

APPROVED AS TO FORM:
Raymond G. Fortner, Jr.
County Counsel

BY:
Deputy