



SACHI A. HAMAI
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

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"To Enrich Lives Through Effective And Caring Service"

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November 14, 2017

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

The 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, CA 90012

Dear Supervisors and Commissioners:

**APPROVE AN EXCLUSIVE NEGOTIATION AGREEMENT AND PLANNING DOCUMENT
WITH LINC-CORE FAIRVIEW METRO L.P. FOR THE POTENTIAL DEVELOPMENT OF
923 EAST REDONDO BOULEVARD, LOCATED IN THE CITY OF INGLEWOOD
(SECOND DISTRICT)
(3 VOTES)**

SUBJECT

This letter recommends the approval of an Exclusive Negotiation Agreement and Planning Document, presented in substantially final form, among the County of Los Angeles, acting through the Community Development Commission of the County of Los Angeles, and LINC-CORE Fairview Metro, L.P. (LINC-CORE), a California limited partnership, to negotiate the potential development of a mixed-use project on County-owned real property located at 923 East Redondo Boulevard in the City of Inglewood.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and delegate authority to the Community Development Commission of the County of Los Angeles to act on behalf of the County of Los Angeles to negotiate, execute, implement and, if necessary, amend, extend or terminate the Exclusive Negotiation Agreement and Planning Document, presented in substantially final form, among the County of Los Angeles and LINC-CORE

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

1-D November 14, 2017

LORI GLASGOW
EXECUTIVE OFFICER

Fairview Metro, L.P. for the negotiation of the potential development of property located at 923 East Redondo Boulevard in the City of Inglewood.

2. Find that approval of these actions, as described herein, is not subject to the provisions of the California Environmental Quality Act, because the actions do not commit the County of Los Angeles to a project and will not have the potential for causing a significant effect on the environment.

IT IS RECOMMENDED THAT THE BOARD, ACTING AS THE COMMISSIONERS OF THE COMMUNITY DEVELOPMENT COMMISSION:

1. Approve and authorize the Executive Director, or designee, to accept the delegated authority to act on behalf of the County of Los Angeles, to negotiate, execute, implement, and if necessary, amend, extend or terminate an Exclusive Negotiation Agreement and Planning Document, presented in substantially final form, among the County and LINC-CORE Fairview Metro, L.P., for the negotiation of the potential development of property located at 923 East Redondo Boulevard in the City of Inglewood.

2. Authorize the Executive Director, or designee, to enter into a period of negotiation for eighteen (18) months and to extend the term of the Exclusive Negotiation Agreement and Planning Document up to an additional twelve (12) months, if needed.

3. Authorize the Executive Director, or designee, to collect deposits and fees in connection with the terms of the Exclusive Negotiation Agreement and Planning Document and to administer the expenses and accounting associated with the Exclusive Negotiation Agreement and Planning Document.

4. Find that the approval of these actions, as described herein, is not subject to the provisions of the California Environmental Quality Act because the actions do not commit the Commission to a project and will not have the potential for causing a significant effect on the environment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The primary purpose of the recommended actions is to authorize the execution of the Exclusive Negotiation Agreement and Planning Document (ENA), presented in substantially final form, among the County of Los Angeles, acting through the Community Development Commission of the County of Los Angeles (Commission), and LINC-CORE Fairview Metro, L.P. (LINC-CORE), to allow for the negotiation of necessary agreements for the potential development of County-owned property located 923 East Redondo Boulevard in the City of Inglewood (Property).

LINC-CORE has proposed a neighborhood-scaled project in the City of Inglewood that includes 150 residential units, approximately 5,000 square feet of ground floor commercial retail space and 5,000 square feet of building service amenity. The residential component of the proposed project is planned to be 100 percent affordable and available to low-income households earning between 30-60 percent of the Area Median Income (AMI). An alternative scenario contemplates 20 percent of the units being designated as market rate housing. The unit mix of the development is proposed to consist of one, two and three-bedroom units. The proposed project is a five-story, mixed-use development on a 1.44-acre site to be constructed to qualify for LEED Silver certification or higher, and consists of automobile parking, bicycle parking along with a bicycle amenities space; multiple courtyards; and a community garden. Various public improvements are contemplated along Redondo Boulevard to create an active streetscape for pedestrians, bicyclists, and motorists across

from the Fairview Heights Station.

The developer will provide to the County an outreach plan explaining how it plans to incorporate community comments and concerns regarding the proposed project, including design. The outreach plan will include a schedule of meetings and proposed topics to be discussed with community groups and individuals who participate in the meetings. The precise scope of the proposed project will be determined during the ENA period.

LINC-CORE is comprised of two large firms: LINC Housing (LINC) and National Community Renaissance (National CORE). LINC was founded in 1984, is a 501(c)(3) nonprofit public benefit corporation with a 33-year history of providing affordable housing and community investment throughout California. The nonprofit organization has developed 7,500 units in California, currently has 312 residential units underway and has secured \$209 million in various housing funding sources including Cap and Trade Affordable Housing and Sustainable Communities, Veterans Housing and Homelessness Prevention, tax credits, tax-exempt bonds, state and local government funds, and private grants over the last five years. LINC specializes in constructing affordable housing for seniors and special needs populations.

National CORE has been in existence for 25 years and has been a leader in constructing sustainable developments that leverage community resources to combine quality housing with life-enhancing social service. National Core has a portfolio that includes more than 90,000 residential units in four states, which have been developed over the past two decades; approximately 6,700 units are located in Southern California. National CORE is unique in that it serves as the developer, owner, operator and service provider for all of its properties. National CORE is a 501(c)(3) not-for-profit public benefit corporation headquartered in Southern California.

In addition, the development team also includes the following subcontractors and community partners:

- Torti Gallas + Partners (architectural design);
- City Fabrick (urban design);
- Fuscoe Engineering (civil and structural engineering);
- Tenemos que Reclamar y Unidos Salvar la Tierra-South LA (T.R.U.S.T. South LA) (mobility/TOD expert);
- Hope Through Housing Foundation (community programs);
- LINC Cares (after-school and summer programs); and
- The People Concern (comprehensive supportive services).

LINC-CORE was procured through a Request for Proposal (RFP) that was issued on January 10, 2017, in accordance with Los Angeles County Metropolitan Transportation Authority's (Metro) Acquisition Policy and the Memorandum of Understanding (MOU) between the Commission, acting on behalf of the County, and Metro that was approved on December 20, 2016. A pre-proposal conference for the RFP was conducted on January 25, 2017, and was attended by twenty-four (24) people representing twenty-one (21) firms. One proposal was received on April 20, 2017, the date when proposals were due. A Proposal Evaluation Team (Team), consisting of staff from Metro's Joint Development team, the County, the Commission, the City of Inglewood and an external representative was convened and conducted a comprehensive technical evaluation of the proposal received. A presentation by the proposer took place on June 2, 2017, where the Team focused on the proposed project scope, the developer's experience, the firm's commitment to the success of the proposed project, and the developer's proposed alternatives. LINC-CORE and its team members demonstrated their experience and successful track record in delivering projects of similar scope and

complexity, including the ability to assemble financial resources and technical capacity to design, construct and operate similar mixed-use developments. The proposed project was responsive to the vision and expectations described in the community-driven Development Guidelines that were part of the RFP. In addition, LINC-CORE included a robust community engagement strategy and proposed opportunities for local, small and disadvantaged businesses in the development and operation of the proposed project. An initial financial analysis of the proposed project included reasonable proforma assumptions and financial feasibility that will be further analyzed per the terms of the ENA.

The County desires to enter into the ENA for the purpose of agreeing upon the components of the potential proposed project, allowing the planning activities including community outreach to progress, and developing the terms and conditions of the potential Joint Development Agreement and ground lease for the proposed project.

FISCAL IMPACT/FINANCING

There is no impact on the County General Fund as a result of the actions contemplated in this letter. If negotiations with LINC-CORE are successful, the Commission will return to the Board with negotiated agreements for review and approval and will provide the fiscal impact and financial analysis at that time.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Commission is interested in entering into this ENA with LINC-CORE to determine if the parties can reach agreement on terms to develop the Property with a mixed-use development. The Property is located in the City of Inglewood and currently houses a multi-story building and surface parking that is occupied by the Department of Public Social Services, which is adjacent to the forthcoming Crenshaw/LAX Line Fairview Heights Station.

The Commission now requests authorization to execute the ENA with LINC-CORE, under their respective authority set forth in Government Code Section 25549.1. The ENA will include the following terms:

- An initial term of eighteen (18) months with options to extend the term up to an additional twelve (12) months, if needed.
- An ENA fee from LINC-CORE in the amount of \$25,000.
- An ENA deposit in the amount of \$25,000 which may be replenished to cover the transaction expenses.
- Neither the Commission nor the County shall be responsible for reimbursing LINC-CORE for any expenses it incurs to assess the feasibility of a mixed-use development project at the Property.

If negotiations with LINC-CORE are successful, the Commission will return to the Board with negotiated agreements approved by County Counsel for your review and approval.

ENVIRONMENTAL DOCUMENTATION

The action is not a project pursuant to the California Environmental Quality Act (CEQA) because it is an activity that is excluded from the definition of a project pursuant to Section 15378 (b) of the State CEQA guidelines. The proposed action is an administrative activity of government, which will not result in direct or indirect physical change to the environment. The County and the Commission are only seeking authority to negotiate potential agreements under the ENA. No commitment to any project is being made at this time. CEQA review requirements must be completed before any commitment to a project occurs.

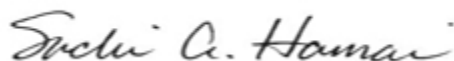
IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed actions will allow the County to explore whether they can redevelop County-owned property located in the City of Inglewood.

CONCLUSION

It is requested that the Executive Office, Board of Supervisors, return two certified copies of the Minute Order, and the adopted, stamped Board letter to the CEO, Real Estate Division, at 222 South Hill Street, 3rd Floor, Los Angeles, CA 90012, and to the Community Development Commission at 700 W. Main St., Alhambra, CA 91801, for further processing.

Respectfully submitted,



SACHI A. HAMAI

Chief Executive Officer

SAH:JJ:DPH

KT:JC:ls

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Community Development Commission

FAIRVIEW HEIGHTS

**EXCLUSIVE NEGOTIATION AGREEMENT
AND PLANNING DOCUMENT**

by and between

THE COUNTY OF LOS ANGELES

and

LINC-CORE Fairview Metro, L.P.

FAIRVIEW HEIGHTS STATION
EXCLUSIVE NEGOTIATION AGREEMENT AND PLANNING DOCUMENT

THIS FAIRVIEW HEIGHTS STATION EXCLUSIVE NEGOTIATION AGREEMENT AND PLANNING DOCUMENT (this "**Agreement**") is effective this _____ day of _____, 2017 (the "**Effective Date**"), by and between the COUNTY OF LOS ANGELES, a public body, corporate and politic ("**County**"), acting through the Community Development Commission of the County of Los Angeles ("**Commission**") and LINC-CORE Fairview Metro, L.P. ("**Developer**"), on the terms and conditions set forth below. County and Developer are sometimes referred to collectively herein as the "**Parties**" and each individually as a "**Party**."

RECITALS

- A. County owns property located at 923 E. Redondo Boulevard in the City of Inglewood and adjacent to the future Fairview Heights Station along the Crenshaw/LAX Transit Line and currently improved with the County's Department of Public Social Services site ("**County Property**") and is located as depicted in Exhibit A – Site Maps attached hereto. The Department of Public Social Services is expected to vacate the County Property.
- B. The Los Angeles County Metropolitan Transportation Authority ("**LACMTA**") and County have partnered in a coordinated and efficient effort to bring transit oriented development on the County Property utilizing LACMTA's Joint Development Program: Policies and Process. In order to achieve such desired development efficiently, the Commission executed a Memorandum of Understanding with LACMTA ("MOU") pursuant to which LACMTA and Commission agreed to work collaboratively on the Proposed Project, as defined below. County may, in its discretion, elect to delegate day-to-day administration of this Agreement and County's rights and responsibilities hereunder to LACMTA. Accordingly, for purposes of this ENA only County agrees that where applicable, references to "County" shall also be deemed to mean "LACMTA".
- C. County and LACMTA jointly issued a Request for Proposals on January 6, 2017 (the "**RFP**"), for development of the County Property, through a long-term ground lease, which will benefit the citizens of the County and increase transit ridership.
- D. In response to the RFP, Developer has submitted a written project proposal dated April 20, 2017, (the "**Proposal**"). The Proposal is for a proposed mixed use development on the Property, to be implemented at or above the LEED-Silver construction standard or its equivalent, including approximately 150 apartment units, 5,000 square feet of community space and 5,000 square feet of commercial space (the "**Proposed Project**"). A summary of the Proposal and preliminary design concept plans, section and rendering for the Proposed Project ("**Design Concept Plan**") is attached hereto as Exhibit B and incorporated herein by this reference.

- E. Developer is an established real estate development firm with experience in the oversight and management of design, permit processing and construction of residential and mixed-use developments. County desires to explore the possibility of having Developer develop, construct and operate the Proposed Project on the Property subject to mutually agreed upon changes to the Proposed Project, which changes will be negotiated during the term of this Agreement. The Proposed Project as modified by the mutual agreement of the parties is referred to herein as the "**Project.**"
- F. The Project should, among other things, further LACMTA and County's joint development program goals to: (i) promote and enhance transit ridership; (ii) enhance and protect the transportation corridor and its environs; and (iii) enhance the land use and economic development goals of surrounding communities and conform to applicable local and regional development plans (as such plans may be amended from time to time).
- G. The Parties desire to enter into this Agreement for the purpose of agreeing upon the Project description, analyzing the potential development of the Project on the Property and allowing planning activities that will include working with the Developer to plan and consider the terms and conditions of potential joint development agreement(s) for the Project (the "**JDA(s)**"), including the form of proposed ground lease(s) agreed to by the Parties ("**Ground Lease(s)**"). The JDA(s) and Ground Lease(s) are collectively referred to herein as the "**Project Agreements.**" The development of the Project and the execution of the JDA(s), Ground Lease(s) and associated agreements are collectively referred to as the "**Transaction.**"
- H. On _____, 2017, the County Board of Supervisors (the "**County Board**") authorized execution of this Agreement with Developer by and through its agent, the Commission, pursuant to a Master Services Agreement between the County and the Commission, dated August 7, 2012.
- I. County will be a "responsible agency" under the California Environmental Quality Act ("**CEQA**") in connection with the consideration and analysis of the environmental impacts of the development of the Project. Because County has not completed their respective review as a responsible agency, this Agreement does not constitute or evidence an approval by County of, or commitment of County to, any action for which prior environmental review is required under CEQA. County retains the absolute sole discretion to make decisions under CEQA with respect to the Project, which discretion includes (i) deciding not to proceed with the Project (known as the "no build" alternative), (ii) deciding to proceed with development of the Project, or (iii) deciding to proceed with any alternative development of any portion of the Property (the "**Potential Agency Actions**"). There shall be no approval or commitment by County regarding the Transaction or any alternative development of any portion of the Property, unless and until County, as responsible agency, considers the impacts of the Potential Agency Action.

- J. In order for County to meet all applicable requirements of CEQA, it is necessary for Developer to arrange for all required CEQA review to take place during the term of this Agreement, which review process may involve the securing of Project entitlements by Developer, if required by the CEQA "lead agency".
- K. In the event the Parties mutually decide to proceed with the Transaction, any and all applicable requirements of CEQA shall be completed, at Developer's sole cost and expense, and the lead agency shall have adopted such findings as required pursuant to CEQA, prior to any County Board approval of the Transaction.

Now, therefore, in consideration of the foregoing Recitals, which are hereby deemed a contractual part hereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Agreement to Negotiate Exclusively in Good Faith.

1.1 **Exclusive Good Faith Negotiation.** During the Term (defined in Section 2.1), so long as Developer is negotiating in good faith and is not otherwise in material default of its obligations under this Agreement, County will not solicit offers or proposals from other parties concerning potential development of the Property. The Parties will negotiate exclusively and in good faith in accordance with this Agreement regarding the negotiations and drafting of the Project Agreements. Developer acknowledges, however, that County may, from time to time, be contacted by other developers regarding the Property and that such contact is expressly permitted so long as County does not initiate the contact and indicates to such developers that County has executed this Agreement and that County is prohibited from: (a) discussing anything concerning these negotiations with such developers; (b) considering any offer or proposal from such other developers; or (c) negotiating with any such developers, until this Agreement expires or is terminated pursuant to its terms.

1.2 **Essential Terms.** The Parties acknowledge and agree that this Agreement does not establish all the essential terms of the Project Agreements and that although it and the Proposal has set forth herein a framework for negotiation of the essential terms of the Transaction: (a) they have not set forth herein nor agreed upon many of the essential terms of Transaction, including, among other things, the rent under the Ground Lease(s), the other terms and conditions of the Ground Lease(s), the financing structure of the Project and the timing of the joint development; (b) they do not intend the Proposal or this Agreement to be a statement of the essential terms of the Transaction; and (c) the essential terms of the Transaction, if agreed to by the Parties, shall be set forth, if at all, in documentation and agreements negotiated, approved and executed by duly authorized representatives of each of the Parties after any and all applicable requirements of CEQA have been successfully completed and necessary determinations/findings made by the CEQA lead agency as well as County as responsible agency.

2. Term and Execution.

2.1 Term. This Agreement shall commence upon the Effective Date and shall terminate eighteen (18) months thereafter ("**Term**"). The Parties agree to negotiate in good faith during the Term and if the Parties have not executed and delivered the JDA(s) within such time, the Parties may extend the Term of this Agreement such that the total Term, including any extension(s) thereto, does not exceed thirty (30) months from the Effective Date, subject to County's evaluation of whether substantial progress has been made toward fulfillment of the requirements of this Agreement. The Term may be extended only by written amendment to this Agreement executed by authorized representative(s) of the Parties, and no other act or failure to act by County or any of their respective representative(s) shall result in an extension of the Term.

2.2 Execution. No agreement or documentation that may hereafter be negotiated between the Parties with respect to the Transaction shall become final and binding unless and until: (a) the Parties have successfully complied with all applicable requirements of CEQA pertaining to the Transaction; (b) the Project Agreements are approved by the County Board as required; and (c) the Project Agreements are executed by the authorized representatives of each of the Parties.

2.3 Approval of the Potential County Actions. Prior to the satisfaction of the terms set forth in Section 2.2 none of: (a) negotiation or preparation of the Project Agreements, including without limitation, any specific terms and provisions or any form of document; (b) review or approval by County of various stages of proposed plans and specifications for the Project; nor (c) cooperation or participation by County in development applications or submittals for the Project (including, County's execution of any such applications or submittals), shall constitute County's approval of the Project or the Project Agreements or a commitment by County to take any action whatsoever.

3. Payment and Deposit.

3.1 ENA Fee. In consideration for County's agreement to negotiate exclusively with Developer, on or before the date of full execution of this Agreement, Developer shall pay to County consideration in the amount of [Twenty-five Thousand Dollars (\$25,000.00)] via wire transfer or Automated Clearing House electronic funds transfer as directed by County in writing (the "**ENA Fee**"). The ENA Fee is non-refundable, except as otherwise specifically provided in this Agreement. The Parties agree that County is required to deposit the ENA Fee in an interest bearing account, and furthermore, where the ENA Fee is specifically refundable pursuant to the terms of this ENA, any refund of all or a portion of the ENA Fee to Developer will not include any interest earned on the ENA Fee (if any).

3.2 Deposit. Prior to and as a condition precedent to the execution of this Agreement by County, Developer shall also submit to County, a deposit in the amount of [Twenty-five Thousand Dollars (\$25,000.00)] ("**Initial Amount**") via wire transfer or Automated Clearing House electronic funds transfer as directed by County in writing (the "**Deposit**"), which Deposit shall cover costs related to the evaluation of the Project and

negotiation of the JDA(s) and other related agreements ("**Transaction Expenses**"). The Transaction Expenses shall include, without limitation the actual cost of in-house staff time (including LACMTA and County overhead and administrative costs but excluding in-house costs incurred by County Counsel and LACMTA joint development and County project manager) and third party consultation fees (including, but not limited to, consultants, engineers, architects, outside counsel and advisors) for the performance of financial analyses, design review (including reviewing Developer's Plans and Specifications for the Project and engineering and other reports related to the Project), negotiations, appraisals, document preparation and other reasonable services related to the Project and the Transaction. County shall provide documentation of Transaction Expenses to Developer upon Developer's request, provided that the form of documentation will be such that is available to County and in its possession, in County's sole good faith determination. During the Term, whenever the Deposit balance reaches [Twelve Thousand Dollars (\$12,000.00)] or less, Developer will replenish the Deposit to the Initial Amount, upon written notice from the County. Notwithstanding anything to the contrary contained herein, if County is requested to perform any engineering studies, technical services or other similar services, or supervision of on-site testing or inspections, or if the Deposit is insufficient to cover Transaction Expenses, County shall have the right to request additional monies, which may exceed the Initial Amount, as may be reasonably necessary to cover the costs of providing those services or Transaction Expenses. If Developer does not consent and make such additional payments or replenish the Deposit as set forth herein, County may decline to provide the services and/or terminate this Agreement.

(a) In the event that this Agreement terminates or is terminated, the Deposit will become non-refundable to the extent necessary to pay Transaction Expenses incurred or contractually committed to be paid as of the date of termination, and County shall return to Developer any portion of the Deposit that is not needed to pay such Transaction Expenses. The Parties agree that County (a) has no obligation to pay interest on the Deposit to Developer, and (b) is not required to deposit the Deposit in an interest bearing account. Interest, if any, earned on the Deposit, may remain in the Deposit account and may be added to the amount of the Deposit. Any refund of all or a portion of the Deposit to Developer will not include any interest earned on the Deposit.

4. **Agreements to be Negotiated.**

4.1 JDA(s) and Ground Lease(s). The Parties shall work in good faith to negotiate and jointly prepare the Project Agreements. The Project Agreements shall include, without limitation, provisions relating to the design and development of the Project, a schedule of performance, and the conditions for the consummation of the Ground Lease(s). The Ground Lease(s) shall include, among other things, provisions relating to the term, rent, Project construction, Project operation, transfers and assignments, encumbrances, subleases and a transit proximity risk release and waiver.

4.2 Other Agreements. If other agreements, such as reciprocal easements, licenses, or dedications are required to effectuate the objectives of the Project and the

Project Agreements, each of those agreements shall be addressed in the Ground Lease(s) and negotiated in accordance with applicable LACMTA's Joint Development Program Policies and Process and County policies and procedures under the authority of the County Board.

5. **County Responsibilities.**

5.1 **Exclusive Negotiations.** So long as Developer is negotiating in good faith and is not otherwise in material default of its obligations under this Agreement, County shall negotiate exclusively and in good faith with Developer, as set forth in Section 1.1.

5.2 **Schedule of Performance.** County shall endeavor to meet the milestones required of it, as set forth in the schedule of performance attached hereto as Exhibit C, which schedule may be modified during the Term as agreed in writing between the Parties (the "**Schedule of Performance**"). Notwithstanding anything to the contrary contained herein, the Schedule of Performance shall be modified to the effect necessary to address a failure of the County to meet any milestone.

5.3 **Funding.** County has not agreed to fund, subsidize or otherwise financially contribute in any manner toward the Project.

5.4 **County's Discretion.** County is not approving, committing to, or agreeing to undertake: (a) the Project or any development on the Property; (b) disposition, sale or lease of land to Developer; or (c) any other acts or activities requiring the subsequent independent exercise of discretion by County.

5.5 **Other Covenants.** County shall perform such other covenants and obligations required of County as explicitly set forth in this Agreement.

6. **Developer's Responsibilities.**

Without limiting any other provision of this Agreement, during the Term, Developer, at its sole cost and expense, shall prepare and submit the following information and documents and perform the following acts, all in furtherance of the negotiation process:

6.1 **Project Information.** County, together with City of Inglewood (the "**City**") and all other agencies having regulatory jurisdiction over the Project will require planning and design approval for the Project. Developer shall meet with representatives of County and City to review and come to a clear understanding of the planning and design requirements of County, together with City and all other agencies having regulatory jurisdiction over the Project.

6.2 In the event the City does not approve the Proposed Project the County may elect to extend the Term of this Agreement pursuant to Section 2.1 and amend the Schedule of Performance as reasonably required to modify the Proposed Project to address the City's reasons for disapproving the Project.

6.3 Schedule of Performance. Developer shall meet the milestones required of Developer, as set forth in the Schedule of Performance. Notwithstanding the foregoing, in the event Developer is unable to meet any milestone due to an Unavoidable Delay, provided such Unavoidable Delay is identified and noticed per the procedures in Section 14.4, the Schedule of Performance shall be modified accordingly.

6.4 Notice of Governmental Meetings. Developer shall provide at least two weeks' notice to County of any substantive meetings with governmental officials (including staff) of governmental agencies other than County, relating to the Project, and allow County to attend such meetings, at County's sole discretion. Developer shall keep County fully informed during the Term regarding all substantive matters and meetings affecting the Project.

6.5 Environmental Documents and Entitlements. The Developer shall bear the responsibility and costs required for the Project's compliance with CEQA, including the preparation and certification of any required environmental documents (including an Environmental Impact Report, if required by CEQA). County will be a responsible agency in connection with any required environmental reviews or determinations required by CEQA with respect to those portions of the Project over which County has jurisdiction. Developer shall provide to County in accordance with the Schedule of Performance, conceptual plans, renderings, schematic drawings, programmatic plans and all other information and documentation (the "**Project Plans**") necessary for County to prepare and certify the Project's required environmental documents under CEQA. Developer shall bear all costs and expenses associated with the preparation of the Project Plans.

6.6 Further Information. County reserves the right, at any time, to request from Developer, and Developer shall provide in a timely manner, additional or updated information about Developer or the Project as reasonably requested by County.

6.7 Design Review Process. Developer shall engage and coordinate with County on the design of the Project, and the design shall be subject to County's review and approval as set forth in Section 11 below.

6.8 Community Outreach Plan. On or prior to the date set forth in the Schedule of Performance for Milestone [#13] (Community Outreach Plan), Developer shall submit to County an outreach plan explaining how it plans to incorporate community comments and concerns regarding the Project, including design. The outreach plan shall include a schedule of meetings, proposed topics and the community groups and individuals who would be invited to the meetings.

6.9 Other Covenants. Developer shall perform such other covenants and obligations required of Developer as specifically set forth in this Agreement.

7. No Commitment to Any Project; Independent Judgment.

7.1 No Commitment to Any Project. The Parties acknowledge and agree that County: (i) has not committed to, authorized or approved the development of the Project or any other proposed improvements on the Property; (ii) retains the absolute sole

discretion to request modifications to the Project, or decide not to proceed with the Project, as may be necessary to comply with CEQA, or for any other reason as determined in County's sole and absolute discretion; and (iii) is not precluded from rejecting the Project, or from weighing the economic, legal, social, technological, or other benefits of the Project against its unavoidable environmental risks when determining whether to approve the Project. Further, the Parties acknowledge and agree that no activities that would constitute a project under CEQA, including the Project, may be commenced until necessary findings and consideration of the appropriate documentation under CEQA are considered and adopted by the County Board.

7.2 Independent Judgment. As responsible agency under CEQA, County will exercise independent judgment and analysis in connection with any required environmental reviews or determinations under CEQA for the Project.

8. Inspections.

During the Term, Developer may conduct such inspections, tests, surveys, and other analyses ("**Inspections**") as the Developer individually or the Parties unanimously deem reasonably necessary to determine the condition of the Property or the feasibility of designing, developing, constructing, leasing and financing the Project and shall complete such Inspections as promptly as reasonably possible within the Term. Any entry onto the Property by Developer or its employees, agents, contractors, successors and assigns, shall be in accordance with the Right of Entry Agreement ("**ROE**"), in the form attached hereto as Exhibit D. Pursuant to the ROE, Developer shall coordinate and schedule the time(s) of its entry on to the Property to meet County's requirements. Developer and its contractors' access to the Property shall not materially interfere, conflict with or impair any other operations or activities on the Property as set forth in the ROE.

9. Title Review.

9.1 Within fifteen (15) days after the Effective Date, Developer shall, at Developer's sole expense deliver or cause Title Company to deliver to the Parties, preliminary title reports, for a standard form ALTA owner's policy of title insurance underwritten by the Title Company showing the condition of County's title to the County Property, together with legible copies of all documents referred to therein (the "**Title Reports**").

9.2 Developer shall give written notice to County on or before the earlier of (a) thirty (30) days after Developer has received the Title Reports pursuant to Section 9.1, or (b) forty five (45) days after the Effective Date (the "**Title Notice Date**") of any defects or encumbrances in County's title to the County Property to which Developer objects ("**Developer's Title Objections**"). Developer shall notify County of any further Developer's Title Objections that are first disclosed in any update or amendment to the Title Reports within fifteen (15) days after Developer's receipt of such update or amendment.

9.3 Any defects or encumbrances in title shall be deemed to be Permitted Exceptions unless County receives written notice of Developer's Title Objections on or before the Title Notice Date. "**Permitted Exceptions**" means (a) the standard form printed exceptions contained in a standard coverage ALTA owner's title policy; (b) the exceptions to title specified in the Title Reports which are approved or deemed approved by Developer, pursuant to this Section 9; and (c) the exceptions to title set forth below:

- (i) The lien of any non-delinquent property taxes and assessments;
- (ii) Applicable building and zoning laws and regulations;
- (iii) Such other exceptions to title as County and Developer may hereafter mutually approve on the County Property.

9.4 Within thirty (30) days after receipt of Developer's Title Objections ("**Title Notification Date**"), County shall notify Developer which of Developer's Title Objections County will attempt to cure for the County Property prior to the Parties' execution of the Ground Lease(s) and the "Close of Escrow" under the JDA(s) pursuant to the terms and conditions that will be set forth in the JDA(s) ("**Close of Escrow**"), in the event the Parties proceed with the Transaction. County's failure to provide such notice shall be deemed to be County's election not to attempt to cure any of Developer's Title Objections.

9.5 County shall use its commercially reasonable efforts to cure, on or before the Close of Escrow, Developer's Title Objections that County has elected to attempt to cure in its notice to Developer.

9.6 If County elects not to attempt to cure one or more of Developer's Title Objections, Developer shall elect, by written notice to County within five (5) days after being notified of County's election (or within ten (10) days after County's Title Notification Date, if County fails to provide Developer with the notice described in Section 9.4, as applicable), to either accept those Developer Title Objections that County has elected not to cure as Permitted Exceptions or, alternatively, to terminate this Agreement by written notice to County. If Developer fails to notify County of its election within such ten (10) day period it shall be deemed Developer's election to accept as Permitted Exceptions the defects and encumbrances that County has elected (or been deemed to have elected) not to cure.

9.7 If any Party elects to terminate this Agreement pursuant to this Section 9, the County shall return to Developer: (i) the ENA Fee, and (ii) any portion of the Deposit that is not needed to pay Agency Transaction Expenses, pursuant to the terms set forth in Section 3.1 and Section 3.2, respectively.

10. **Plans, Reports, Studies, and Entitlements.**

10.1 **County's Information.** County, in their discretion, may make available to Developer, upon Developer's written request, existing information and plans regarding any County's existing improvements on the Property, provided that Developer and any Person that Developer supplies with or provides access to such information and plans

may be required to execute a non-disclosure agreement and comply with the confidentiality and use limitations set forth in such agreement prior to receiving or being provided with access to such information and plans. Developer agrees (and shall cause such other Persons) to conform to and abide by such confidentiality and use limitations as set forth in County's then current standard non-disclosure agreement.

10.2 Provision of Development Documents. All plans and any reports, investigations, studies (including reports relating to the soil, geotechnical, subsurface, environmental, and groundwater conditions of the Property, entitlement applications, Project Plans, and reports filed in connection therewith) with respect to the Property, Project and Developer's intended use of the Property (collectively, the "**Development Documents**") shall be prepared at Developer's sole cost and expense. Developer shall timely provide County, subject to the confidentiality provisions in Section 20, without cost or expense to County, copies of all Development Documents prepared by or on behalf of Developer. Developer shall include in its contractors' and consultants' contracts the right of Developer to assign the Development Documents to County.

10.3 Entitlements. County shall cooperate with Developer in Developer's attempt to procure the necessary entitlements for the Project, provided (a) such entitlements and any related applications, submittals, and/or covenants do not encumber County's fee interest in their respective Property or place obligations on County and (b) Developer timely provides County with copies of all proposed and final filings, submittals and correspondence relating to any entitlement applications. Should Developer abandon an entitlement application (for any reason including termination of this Agreement), County shall have the right to take over such application for County Property and Developer shall cooperate with County to complete any such entitlement process started by Developer. If the Project is not built, then at County's election, Developer shall cooperate with County to seek removal of any entitlement obtained by Developer for the affected County Property. The obligations contained in this Section 10.3 shall survive termination, expiration or revocation of this Agreement.

11. Design Review Process.

11.1 Development of Conceptual Plans. On or prior to the date set forth in the Schedule of Performance for Milestone [#4] (Revised/Updated Design Concept Plan), Developer shall submit to County a revised or updated Design Concept Plan, which has been revised or updated from that provided in the Proposal, including a site plan and sections as necessary to describe any revised scope, responsive to comments provided by County. The Parties shall work cooperatively to finalize the Project description and the Design Concept Plan no later than the date set forth in the Schedule of Performance for Milestone [#5], and the final Design Concept Plan approved in writing by County shall be deemed the "**Conceptual Plans**" for the Project. The design of the Project as depicted in the Conceptual Plans, shall Logically Evolve and may be Modified pursuant to this Section 11. The Parties acknowledge and agree that the Project is understood to mean the Project as it is Modified or changed during the Term pursuant to this Section 11, and should the Parties proceed with the Transaction, as further Modified or changed pursuant to the terms of the Project Agreements.

11.2 Design of Project – Generally.

(a) Developer's Design. The design of the Project shall be performed at Developer's sole cost and expense. The Project shall be designed in accordance with all Legal Requirements and this Section 11, and should the Parties proceed with the Transaction, in accordance with the Project Agreements, and all Legal Requirements.

(b) Submittal of Plans and Specifications. Developer shall prepare and submit to County, for County's review and approval or disapproval, Plans and Specifications respecting the Project, in the following Design Development Process sequence: (a) Conceptual Plans; (b) Schematic Design Drawings; (c) Design Development Drawings; and (d) Final Construction Documents. The Plans and Specifications submitted to County shall describe the Project in such detail and form as is Customary for the applicable Level of Design Development, and, to the extent necessary or appropriate, include site plans and renderings showing the Project in reasonable detail. Developer shall provide County at each submittal with the number of copies of such Plans and Specifications reasonably specified by County. While it is not expected that Developer will complete the entire Design Development Process during the Term, Developer shall progress to and produce, at a minimum, those Plans and Specifications required by the CEQA lead agency or otherwise necessary to complete CEQA review of the Project prior to the expiration of the Term.

(c) County Approval of Plans and Specifications. If County approves Plans and Specifications at a particular Level of Design Development, County shall notify Developer of such approval in writing. Developer shall not proceed to a particular Level of Design Development until County's written approval has been provided with respect to the Plans and Specifications for the Project at the preceding Level of Design Development.

(d) County Requests for Changes or Disapproval of Plans and Specifications. If County disapproves any portion of the proposed Project or Plans and Specifications therefore, or requests that changes be made at any Level of Design Development, such disapproval or request for changes shall be set forth in a written notice to Developer, which notice shall include, as applicable, the reasons for the disapproval or a description of the requested changes. Upon receipt of such a disapproval notice or a request for changes, Developer may (a) prepare and submit for County's review revised Plans and Specifications at the same Level of Design Development as previously submitted (which Plans and Specifications shall address all of the previously disapproved elements and all requested changes) or (b) contest the reasonableness or validity of County's disapproval or request for such changes. County shall not be required to review any Plans and Specifications for any portion of the Project at a particular Level of Design Development, until County's written approval has been provided with respect to Plans and Specifications for such portion of the Project at the preceding Level of Design Development.

(e) Licensed Architect or Engineer. All Plans and Specifications required hereunder shall be prepared by a qualified architect and/or engineer (as applicable) licensed to practice in the State of California.

(f) Exculpation. County's review or approval (or failure to review or approve) of any Plans and Specifications shall not constitute the assumption of any responsibility by, or impose any liability upon, County as to the accuracy, efficacy, sufficiency or legality thereof, or the constructability of the Project detailed therein and shall not affect County's rights or remedies in the event of any loss, damage, claim, cost or expense resulting from any construction performed by or on behalf of Developer.

11.3 Design Coordination.

(a) Design Coordinators. County and Developer shall each select its own design coordinator ("**Design Coordinator**") to coordinate the design, development and planning of the Project, and County and Developer shall thereafter promptly give the other notice in writing of the same. Either County or Developer may designate a new or replacement Design Coordinator from time to time by delivery of written notice to the other Party.

(b) Progress Meetings. The Design Coordinators shall coordinate and hold progress meetings as reasonably requested (i) to facilitate the design, development and planning of the Project in accordance with this Agreement; and/or (ii) to ensure protection of County's employees, contractors, and agents; (iii) to ensure that the design of the Project addresses the County's Development-Related Concerns to County's satisfaction and (iv) to ensure compliance with the terms and conditions of this Agreement.

11.4 County's Review Rights. County shall have the right to review, approve, disapprove, and request changes to all Plans and Specifications, Project development schedules and proposed methods of construction for all Project improvements. County determinations regarding possible affects on [(a) County's operations], (b) County's exercise of the Retained Rights, or (c) public health and safety or the health and safety of County Parties shall be made in County's sole and absolute discretion. All other determinations shall be made in County's reasonable discretion.

11.5 Timing of Review.

(a) County Timing of Review. With respect to any submittal of Plans and Specifications at each Level of Design Development for the Project and /or any notice that Developer is contesting the validity or reasonableness of any County disapproval or request for changes pursuant to Section 11.2(d), County shall use reasonable efforts to complete its review and notify Developer of its approval, disapproval or request for changes within thirty (30) days after Developer's submission of such Plans and Specifications to County.

(b) Developer Timing of Review. With respect to any disapproval or request for changes provided by County to Developer with respect to Developer's

submittal of Plans and Specifications, Developer shall use reasonable efforts to submit its revised Plans and Specifications to County as expeditiously as is reasonable, but in no event shall such submittal occur more than thirty (30) days after receipt of County's disapproval or request for changes.

(c) The review process described in subsections (a) and (b) above shall continue with respect to each submittal of Plans and Specifications at each Level of Design Development until (a) Developer fails to resubmit Plans and Specifications at that Level of Design Development, and (b) County either (i) waive the right to further review of such Plans and Specifications, or (ii) approve such Plans and Specifications in writing. Any resubmitted Plans and Specifications (whether prepared to address a County requested change or in response to a County disapproval) shall be prepared at the same Level of Design Development as the previously submitted Plans and Specifications.

12. **Indemnity and Insurance.**

12.1 **Indemnity.** Developer shall indemnify, defend (with counsel approved by County) and hold harmless County and their respective representatives, employees, officials, directors, attorneys, consultants, successors and assigns (collectively, "**Indemnitees**") from any liability, claims, losses, costs, expenses or damages (including, without limitation, reasonable attorneys' fees and costs) (collectively, "**Claims**"), in any way arising out of acts or omissions to act related to the following, and without requirement that County first pay such Claims: (i) damage to property or bodily injury or death of any Person caused by Developer, its agents, employees and contractors; (ii) any entry upon the Property by Developer, its agents, employees and contractors; (iii) any Inspection made by Developer, its agents, employees and contractors; or (iv) the planning and preparation of, or challenge to any report or Development Documents (including the cost of such reports or Development Documents), except to the extent such Claims arise solely from the gross negligence or willful misconduct of County or their respective agents, employees or contractors. The obligations contained in this Section 12.1 shall survive termination, expiration or revocation of this Agreement.

12.2 **Insurance.** Prior to Developer's or its employees', contractors' or consultants' entry onto the Property, Developer shall provide County with evidence of insurance in the form and subject to the requirements set forth in the ROE.

13. **Failure to Reach Agreement.**

This Agreement is an agreement to enter into exclusive negotiations with respect to the Transaction. Each Party expressly reserves the right to decline to enter into any other agreement (including any of the Project Agreements), if the Parties fail to agree to terms satisfactory to both Parties with respect to the Transaction. Except as expressly provided in this Agreement, neither Party shall have any obligation, duty or liability hereunder in the event the Parties fail to timely agree upon and execute the Project Agreements or any other agreement. If the Parties have not agreed on the form of Project Agreements and have not executed the Project Agreements prior to the expiration or termination of this

Agreement, then upon expiration or termination of this Agreement, the provisions of Section 14.6 shall apply.

14. **Termination, Default and Remedies.**

14.1 **Right to Terminate.** In addition to any other right of termination set forth in this Agreement, any Party may terminate this Agreement upon written notice to the other Party, if such terminating Party in good faith determines any of the following: (a) a successful consummation of the Transaction is not likely, (b) the Project is not feasible, (c) the Project is not capable of being financed in a commercially reasonable manner, or (d) the Project is not likely to be developed and constructed in a timely manner. Upon receipt of written notice pursuant to the previous sentence the non-terminating Party shall have thirty (30) days from the date of receipt of such notice to address the reasons for such termination to the reasonable satisfaction of the terminating Party (which satisfaction shall be indicated by written notice within fifteen (15) days) of the non-terminating party addressing such concerns) in which case this Agreement shall not be terminated and shall remain binding on the Parties.

14.2 **Breach.** The occurrence of any one or more of the following events shall constitute a breach under this Agreement (each a “**Breach**”):

(a) The failure of a Party to perform any obligation, or to comply with any covenant, restriction, term, or condition of this Agreement;

(b) The failure of a Party to meet the milestones set forth in the Schedule of Performance; or

(c) Any material representation or warranty made by a Party proves to be false or misleading in any material respect at the time made.

14.3 **Default.** A Breach shall become a default under this Agreement (each a “**Default**”) if the Party committing the Breach fails to cure the Breach within the following time periods:

(a) For all monetary Breaches, five (5) business days after the date such payment is due;

(b) For all non-monetary Breaches, twenty (20) business days after receipt of written notice (“**Cure Notice**”) thereof from the aggrieved Party specifying such non-monetary Breach in reasonable detail, delivered in accordance with the provisions of this Agreement, where such non-monetary Breach could reasonably be cured within such twenty (20) business day period; or

(c) Where such non-monetary Breach could not reasonably be cured within such twenty (20) business day period, such reasonable additional time as is necessary to promptly and diligently complete the cure but in no event longer than forty (40) business days (“**Outside Date**”); provided that the breaching Party promptly

commences to cure such non-monetary Breach after receiving the Cure Notice and thereafter diligently and continuously pursues completion of such cure.

14.4 If a non-monetary Breach is due to an Unavoidable Delay, then the Party claiming the delay shall have the right to extend the Outside Date by a period equal to the duration of the Unavoidable Delay by written notice to the other Party. The duration of the Unavoidable Delay shall be deemed to commence only after written notice of such Unavoidable Delay is delivered to the other Party, provided that if written notice of such Unavoidable Delay is given within five (5) business days after the commencement of the delay, then the date of the commencement of the Unavoidable Delay shall be retroactive to the actual commencement date of the delay. A written notice of Unavoidable Delay must reasonably specify: (a) the nature of the delay; (b) the date the delay commenced and (if not ongoing) ended; and (c) the reason(s) such delay is an Unavoidable Delay. Upon the documentation of an Unavoidable Delay pursuant to this Section 11.6, the Outside Date shall be delayed by the period of the Unavoidable Delay; provided, however, under no circumstances may the Outside Date be extended by more than a total of forty (40) Business Days as a result of Unavoidable Delay without the written consent of the Parties.

14.5 Remedies. If any Default occurs, the non-defaulting Party shall have the right, but not the obligation, to avail itself of any one or more of the following remedies:

(a) The non-defaulting Party may, at its sole election, terminate this Agreement by written notice of termination provided to the defaulting Party.

(b) Unless otherwise provided herein, in addition to the foregoing, the non-defaulting Party may exercise any right or remedy it has under this Agreement, or which is otherwise available at law or in equity or by statute. All rights, privileges and elections or remedies of the Parties are cumulative and not alternative to the extent permitted by law (including suit for damages) or in equity.

14.6 Upon Termination of Agreement. Upon termination of this Agreement, any rights or interest that Developer may have with respect to the Property hereunder shall cease without requiring any notice from County and County shall have the right thereafter to use, develop (alone or with any other entity) or dispose of their respective Property as County shall determine appropriate in their sole and absolute discretion. In any event, the Development Documents shall become the property of County.

15. Broker's Fees.

15.1 Each Party represents and warrants on its behalf to each other that no broker or finder has been engaged by it or is in any way connected with the Proposal or this Agreement and that no broker or finder will be engaged by it or will be in any way connected with the Transaction contemplated by this Agreement. County shall indemnify, defend and hold harmless Developer from any claim for broker or finder fees based on actions of County, or that are claimed through the actions of County. Developer shall

indemnify, defend and hold harmless County from any claim for broker or finder fees based on the actions of Developer, or that are claimed through actions of Developer.

16. **Non-Liability of LACMTA and County Officials and Employees.**

16.1 Without limiting the provisions set forth herein, no member, official, representative, director, attorney, consultant or employee of County shall be personally liable to Developer or any successor in interest, in the event of any default or breach by County of any obligations under the terms of this Agreement, or for any amount which may become due to Developer or to its successor under the terms of this Agreement.

17. **Assignment.**

17.1 No Assignment. The Parties acknowledge and agree that County has entered into this Agreement in reliance on Developer's unique abilities to develop the Project; consequently, Developer shall have no rights to assign its rights or duties under this Agreement. "**Assignment**" means: (i) any direct or indirect gift, sale, conveyance, assignment, sublease, hypothecation, encumbrance, or other transfer of all or any part of Developer's interest in or rights under this Agreement or any part of its interest in or rights to the Project; or (ii) any grant of control over the Project, this Agreement or any interest, right, or privilege herein, including the right to develop, construct, manage or otherwise operate the Project.

17.2 Transfer of Interests in Developer. Shareholders, partners, members, or other equity holders of Developer may transfer, sell, exchange, assign or divest themselves of any interest they may have in Developer, so long as such sale, transfer exchange, assignment or divestment does not effect, on a cumulative basis, a change to the controlling interest in Developer (or general partners of Developer if Developer is a limited partnership) that existed as of the Effective Date.

18. **Entire Agreement.**

This Agreement and the Exhibits hereto are the entire agreement between the Parties with respect to the subject matter hereof, and supersede all prior verbal or written agreements and understandings between the Parties with respect to the items set forth herein and may not be amended except in writing signed by each Party.

19. **Covenant Against Discrimination.**

Developer shall not discriminate against, nor segregate, in employment or the development, construction, sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of all or portions of the Property, nor deny the benefits of or exclude from participation in, the Project and all activities of Developer in connection with the Property, any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, sex, sexual preference/orientation, marital status, age, disability, medical condition, Acquired Immune Deficiency Syndrome (AIDS), acquired or perceived, or retaliation for having filed a discrimination complaint.

20. Confidentiality.

20.1 Proprietary Documents. The Parties anticipate that during the Term each Party shall from time to time disclose and provide to the other certain proprietary reports, correspondence and other information related to the Project. Unless otherwise required by law, no Party shall disclose (except to its own and to the other Party's employees, officers, directors, agents, advisors, existing and prospective lenders, investors, counsel, and consultants) information regarding or related to the Project which is not already public and which has been delivered to such Party pursuant to the terms hereof.

20.2 Public Disclosure. Notwithstanding the foregoing Section 20.1, Developer acknowledges and agrees that County, as a government agency, (a) is subject to broad disclosure obligations under applicable law, including the California Public Records Act (Gov. Code Sections 6250 *et seq.*) ("**PRA**"), and (b) holds County Board meetings which are open to the public and at which information concerning the Project may be disclosed including reports to the County Board describing the Project, and including any documents to be approved by the County Board. Nothing in this Agreement shall prohibit any disclosure required by law.

20.3 Protection of Confidential Documents. Any written document marked "CONFIDENTIAL AND RESTRICTED DISCLOSURE UNDER SECTION 20 OF THE EXCLUSIVE NEGOTIATION AGREEMENT" in capital letters ("**Confidential Mark**") shall be deemed to provide all recipients thereof with actual knowledge that Developer deems such document to be confidential and proprietary pursuant to this Section 20. Developer understands that, unless exempt under applicable law, this Agreement and any documents that it submits under this Agreement may be subject to public inspection or copying under the PRA. For avoidance of doubt, notwithstanding any directions received from Developer, County, solely in compliance with the PRA, may disclose that information to which County has a reasonable good faith belief that no applicable exemption under the PRA applies. If County receives a request under the PRA concerning the disclosure of any document with a Confidential Mark, County shall notify Developer within 10 days of receiving such request. If required by law, County shall disclose such document with a Confidential Mark pursuant to applicable law, unless ordered otherwise by a court. If Developer does not want such document with a Confidential Mark to be disclosed, Developer, at its sole cost and expense, may prosecute or defend any action concerning such document, including, without limitation, seeking protective orders, petitions and the like to protect Company's confidential information, and shall indemnify, defend and hold County harmless from all costs and expenses, including attorneys' fees, in connection with such action. If Developer fails to take any of the steps listed above within the time provided, County may disclose the requested records pursuant to the PRA. Developer hereby waives any and all claims against the County arising from or relating to a disclosure of documents by the County which County exercises in their discretion pursuant to this section. In the event of any breach of this Section 20, the injured Party will be entitled, in addition to any other remedies that it may have at law or in equity, to injunctive relief or an order of specific performance, except that in no event shall County be liable for any monetary damages under this Section 20. The parties shall not be entitled to an award of damages or attorneys' fees in connection with any such action

21. **Compliance with Laws.**

During the Term, Developer, at its expense, shall comply with all applicable federal, state and local laws, ordinances, regulations, rules and orders with respect to the subject matter of this Agreement.

22. **Successors and Assigns.**

This Agreement shall be binding on and inure to the benefit of the Parties and their respective permitted successors and assigns.

23. **Notices.**

All notices shall be in writing and either (a) personally served at the appropriate address (including by means of professional messenger service or recognized overnight delivery service, provided that any such delivery is confirmed by written receipts signed on behalf of the receiving Party or by adequate proof of service) or (b) deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the appropriate addressee and shall be deemed received and effective on the day such notice is actually received if received before 5:00 p.m. on a regular business day, or on the following business day if received at any other time. All addresses of the Parties for receipt of any notice to be given pursuant to this Agreement are as follows:

County:

Community Development Commission of the
County of Los Angeles
700 West Main Street
Alhambra, CA 91801
ATTENTION: Kathy Thomas

With a copy to:

Office of the County Counsel
County of Los Angeles
500 West Temple St., 6th Floor
Los Angeles, CA 90012-2932
Attention: Behnaz Tashakorian
Email: btashakorian@counsel.lacounty.gov

Office of the Chief Executive Officer
County of Los Angeles
222 N. Hill Street
Los Angeles, CA 90012-2932
Attention: Director of Real Estate
Email: cmontana@ceo.lacounty.gov

Developer:

24. **Interpretation.**

24.1 **Construction.** This Agreement shall be construed in accordance with its fair meaning, and not strictly for or against either Party.

24.2 **Conflict.** In the event of a conflict between this Agreement and the exhibits, attached hereto, the terms of this Agreement shall govern.

24.3 **Gender.** When the context of this Agreement requires, (a) the neuter gender includes the masculine and feminine and any entity, and (b) the singular includes the plural.

24.4 **Section Headings.** The headings of the Sections of this Agreement are inserted solely for convenience of reference and are not intended to govern, limit or aid in the construction of any term or provision hereof. Unless otherwise explicitly provided, all references to "Sections" are respectively to articles or sections of this Agreement.

24.5 **Interpretation.** The word "including" shall be construed as though the words "but not limited to" were, in each case, appended thereafter, and shall not be deemed to create a limitation to the list that follows "including."

24.6 **Incorporation of Recitals.** The Recitals of this Agreement are incorporated herein by reference.

25. **Exhibits.** All references in this Agreement to exhibits shall be construed as though the words "hereby made a part hereof and incorporated herein by this reference" were, in each case, appended thereto. In the event of a conflict between this Agreement and any of the exhibits attached hereto, the terms of this Agreement shall govern.

26. **No Third-Party Beneficiaries.** Except as expressly set forth in this Agreement, no parties other than the Parties and their successors and assigns, shall be a beneficiary of the rights conferred in this Agreement, and no other party shall be deemed a third-party beneficiary of such rights.

27. **Severability.** If (a) any provision of this Agreement is held by a court of competent jurisdiction as to be invalid, void or unenforceable and (b) the invalidity or unenforceability of such a provision does not deny a Party the material benefit of this Agreement, then the remainder of this Agreement which can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

28. **No Partnership.** Nothing in this Agreement shall be deemed or construed as creating a partnership, joint venture, or association between the Parties, or cause either Party to be responsible in any way for the debts or obligations of the other Party.

29. **Prevailing Party.** In the event that either Party to this Agreement brings an action to enforce the terms of this Agreement or declare the Party's rights under this Agreement,

each Party shall bear its own costs and expense, including attorneys' fees, regardless of prevailing Party.

30. **Limitations of this Agreement.** This Agreement does not constitute a commitment of any kind by County regarding the leasing or development of all or any part of the Property. Execution of this Agreement by County is merely an agreement to enter into a period of exclusive negotiations according to the terms hereof, reserving final discretion and approval by County Board as to the Project Agreements and all proceedings and decisions in connection therewith

31. **Definitions.**

As used in this Agreement, the following capitalized terms shall have the meanings set forth below:

"Agreement" means this Exclusive Negotiation Agreement and Planning Document.

"Assignment" has the meaning set forth in Section 17.1.

"ALTA" means American Land Title Association.

"Breach" has the meaning set forth in Section 14.2.

"Business Day" means any day other than (a) a Saturday or Sunday or (b) a holiday observed by County, as amended from time to time. Any performance required under this ENA on a day that is not a Business Day shall be postponed until the next Business Day.

"CEQA" means the California Environment Quality Act, California Public Resources Code §§ 21000 et seq.

"City" has the meaning set forth in Section 6.1.

"Claims" has the meaning set forth in Section 12.1.

"Close of Escrow" has the meaning set forth in Section 9.4.

"Commission" has the meaning set forth in the preamble to this Agreement.

"Conceptual Plans" has the meaning set forth in Section 11.1.

"Confidential Mark" has the meaning set forth in Section 20.3.

"County" has the meaning set forth in the preamble to this Agreement.

"County Board" has the meaning set forth in Recital H.

“County Parties” means County, its board members, officers, directors, employees, agents, consultants, contractors, invitees and guests.

“County Property” has the meaning set forth in Recital A, and includes all rights and interest, if any, of County in and to the land lying in the adjoining streets, sidewalks, rights of way, roads and contiguous real property, and in and to any easements or other rights appurtenant thereto; and, any other rights in the real property contiguous to the real property owned by County as of the Effective Date which County may acquire during the term of this Agreement.

“Cure Notice” has the meaning set forth in Section 14.3(b).

“Customary” or **“Customarily”** means practices, features, levels of detail, standards, and other matters, which are in accordance with code and Governmental Authority requirements and custom and practice in the field of architectural and engineering design or the construction industry in Los Angeles, California, at the time in question, with respect to the design and construction of development projects of similar size, scope and complexity to the Project.

“Day” or **“day”** means a calendar day, unless otherwise specified.

“Default” has the meaning set forth in Section 14.3.

“Deposit” has the meaning set forth in Section 3.2.

“Design Coordinator” has the meaning set forth in Section 11.3(a).

“Design Concept Plan” has the meaning set forth in Recital D.

“Design Development Drawings” means plans and specifications Customarily associated with the “design development level” of the Design Development Process. Such plans and specifications shall contain sufficient details to allow County to conduct their respective review pursuant to Section 10 of this Agreement. Such details shall include, among other things, structural dimensions, delineation of the impacts of any portion of the Project on the Retained Rights, delineation of site features and elevations, building core, materials and colors, public art, landscaping and signage plan, a description of all primary design features and sizes, character and quality of the architectural and structural systems of the Project, with key details provided in preliminary form.

“Design Development Process” means the sequential iterative process by which Developer, through its architects, engineers and design consultants, produces Customary plans and specifications related to the Project. The Design Development Process for the Project shall produce the following deliverables to be reviewed and approved by County: (a) the Conceptual Plans; (b) Schematic Design Drawings; (c) Design Development Drawings; and (d) Final Construction Documents.

“Developer” has the meaning set forth in the preamble to this Agreement.

“Developer’s Title Objections” has the meaning set forth in Section 9.2.

“Development Documents” has the meaning set forth in Section 10.2.

“Development-Related Concerns” means (a) [the operations of County,] (b) County’s exercise of its Retained Rights, and (c) public health and safety, including the health and safety of County Property.

“Effective Date” has the meaning set forth in the preamble to this Agreement.

“ENA Fee” has the meaning set forth in Section 3.1.

“Environmental Agency” means (a) the United States Environmental Protection Agency; (b) the California Environmental Protection Agency and all of its sub-entities having jurisdiction over the Property or the Project, including any Regional Water Quality Control Board, the State Water Resources Control Board, the Department of Toxic Substances Control, the South Coast Air Quality Management District, and the California Air Resources Board; (c) the Governmental Authority; (d) any Fire Department or Health Department with jurisdiction over the Property or the Project; and/or (e) any other federal, state or local Governmental Authority that has or asserts jurisdiction over Releases or the presence, use, storage, transfer, manufacture, licensing, reporting, permitting, analysis, disposal or treatment of Hazardous Substances.

“Environmental Law(s)” means all federal, state, or local laws, ordinances, rules, regulations, requirements, orders, formal guidelines, or permit conditions (including those of an Environmental Agency), in existence as of the Effective Date of this ENA or as later enacted, promulgated, issued, modified or adopted, regulating or relating to Hazardous Substances, and all applicable judicial, administrative and regulatory decrees, judgments and orders, and common law, including those relating to industrial hygiene, public safety, human health, or protection of the environment, or the reporting, licensing, permitting, use, presence, transfer, treatment, analysis, generation, manufacture, storage, discharge, Release, disposal, transportation, Investigation or Remediation of Hazardous Substances. Environmental Laws shall include, without limitation, all of the laws listed under the definition of Hazardous Substances.

“Final Construction Documents” means those final plans and specifications required by any Governmental Authority for the issuance of all building permits necessary for the construction of the Project (excluding interior leasehold improvements for subtenants), and containing details as would be reasonably necessary to allow County to fully assess all impacts of the Project in accordance with County’s rights under this Agreement (as applicable) and all applicable documents associated with the Transaction.

“Force Majeure Event” means: (a) a strike or labor dispute; (b) an earthquake or other natural disaster resulting in suspension of work; (c) inability to procure or general shortage of labor, equipment, materials, or supplies in the open market; or (d) acts of a public enemy, insurrections, riots, mob violence, sabotage, acts of terrorism, and malicious mischief.

“Governmental Authority” means any federal, state, county, municipal, and local governmental, and quasi-governmental body or authority, (excluding County) having or exercising jurisdiction over any Party, or any portion of the Project or the Property.

“Ground Lease(s)” has the meaning set forth in Recital G.

“Hazardous Substances” means all of the following:

a. Any substance, product, waste or other material of any nature whatsoever which is or becomes defined, listed or regulated as a “hazardous substance,” “hazardous material,” “hazardous waste,” “toxic substance,” “solid waste,” or similarly defined substance pursuant to any Environmental Law (which Environmental Law shall include any and all regulations either in the Code of Federal Regulations or the California Code of Regulations or any other regulations implemented under the authority of such Environmental Law), including all of the following:

The Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq. (“CERCLA”);

The Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801, et seq.;

Those substances listed on the United States Department of Transportation Table (49 C.F.R. 172.01 and amendments thereto);

The Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq. (“RCRA”);

The Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.;

The Clean Water Act, 33 U.S.C. §§ 1251 et seq.;

The Clean Air Act, 42 U.S.C. §§ 7401 et seq.;

The California Hazardous Waste Control Act, Health and Safety Code §§ 25100 et seq. (including without limitation “Hazardous Waste” as defined in § 25117);

The California Underground Storage of Hazardous Substances Act, Health and Safety Code §§ 25280 et seq.;

The California Hazardous Substance Account Act, Health and Safety Code §§ 25300 et seq.; (with particular reference to the definition contained in Health and Safety Code § 25316);

The California Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code §§ 25249.5 et seq.;

The California Hazardous Waste Management Act, Health and Safety Code §§ 25170.1 et seq.;

The California Health and Safety Code §§ 25501 et seq. (Hazardous Materials Response Plans and Inventory);

The California Hazardous Substances Information and Training Act, Labor Code §§ 6360 et seq.;

The California Porter-Cologne Water Quality Control Act, Water Code §§ 13000 et seq.;

Any other federal, state or local law, regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect; or

Any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above laws or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court;

b. Notwithstanding Health and Safety Code § 25317, or any successor or later enacted Environmental Law, petroleum, any petroleum by-products, waste oil, crude oil or natural gas;

c. Any material, waste or substance that is or contains asbestos or polychlorinated biphenyls, is radioactive, flammable or explosive; and

d. Any other substance, product, waste or material defined or to be treated or handled as a Hazardous Substance pursuant to the provisions of this ENA, the Ground Lease(s) or the Lease Documents (as defined in a Ground Lease(s)).

The term “**Hazardous Substances**” excludes Permitted Hazardous Substances.

“**Indemnitees**” has the meaning set forth in Section 12.1.

“**Inspections**” has the meaning set forth in Section 8.

“**Investigate**” or “**Investigation**” means those observations, inquiries and examinations, and that sampling, monitoring, analysis, exploration, research,

inspection, and surveying performed to ascertain, characterize and/or evaluate the nature, extent and/or impact of Hazardous Substances on, or Releases from, the Property, the Project and/or any adjacent or affected properties, including the air, soil, surface water, and/or groundwater contained therein.

“Initial Amount” has the meaning set forth in Section 3.2.

“JDA(s)” has the meaning set forth in Recital G.

“LACMTA” has the meaning set forth in Recital B.

“Legal Requirements” means all of the following, even if unforeseen or extraordinary, to the extent affecting (a) Developer; (b) County; (c) all or any portion of the Property; or (d) the development, use, occupancy, possession, construction, operation, maintenance, improvement, alteration, repair, or restoration of the Project or the Property: (i) all present and future laws, statutes, requirements, ordinances, orders, judgments, regulations, resolutions, covenants, restrictions, administrative or judicial determinations, of every Governmental Authority and of every court or agency claiming jurisdiction over Developer, the Project, the County or the Property, whether enacted or in effect as of the Effective Date or thereafter, including, but not limited to, California Labor Code §§ 1720 et seq. (to the extent applicable to any Developer activity), Environmental Laws, zoning laws, building codes and regulations and those laws relating to accessibility to, usability by, and discrimination against, disabled individuals; and (ii) all covenants, restrictions, and conditions now or hereafter of record. Legal Requirements shall apply even if compliance therewith necessitates structural changes to the Project or the making of additional Project improvements, or results in interference with the use or enjoyment of any portion of the Project.

“Level of Design Development” means one of the following Customary levels of the design development process, as the same relates to the Project: (a) the Conceptual Plans level; (b) the Schematic Design Drawings level; (c) the Design Development Drawings level; and (d) the Final Construction Documents level.

“Logically Evolve” or **“Logical Evolution”** means the further development, refinement, or amplification of the Preceding Level of Design Development as approved in writing by County pursuant to Section 11 of this Agreement, to the extent such further development, refinement, or amplification flows logically, naturally and foreseeably from the Preceding Level of Design Development, and reflects, among other things, good architectural and engineering design, and is in compliance with the terms of this Agreement and all Legal Requirements.

“Modify” or **“Modification”** means any agreement in writing amending, changing or otherwise modifying this Agreement or any related agreement, or other document.

“Outside Date” has the meaning set forth in Section 14.3(c).

“Party” or **“Parties”** means County and/or Developer, individually or collectively.

"Permitted Exceptions" has the meaning set forth in Section 9.3.

"Permitted Hazardous Substances" means (i) construction supplies; (ii) gardening supplies; (iii) gasoline, motor oil, or lubricants contained within vehicles or machinery operated on the Property or within the Project; (iv) general office supplies and products; (v) cleaning supplies and products; and (vi) other commonly used supplies and products, in each case to the extent the same are (1) used in a regular and customary manner and in the manner for which they were designed; (2) used, handled, stored, transported and disposed of in compliance with all applicable Environmental Laws, Legal Requirements and product labeling and handling instructions; (3) customarily used in the ordinary course of business by Developer (or, in the event the Parties proceed with the Transaction, any subtenant of Developer under the Ground Lease(s), as applicable); and (4) used, stored, transported, and handled in such amounts as is normal and prudent for the user's business conducted on the Project and Property.

"Person" means and includes an individual, partnership, firm, association, limited liability company, government agency, joint venture, corporation, or any other form of entity, private or public with the power and authority to act and conduct business on its own behalf.

"Plans and Specifications" means, individually and collectively, depending on the context, and as applicable during the Term, the Conceptual Plans, the Schematic Design Drawings, the Design Development Drawings, and the Final Construction Documents for the Project.

"Potential Agency Actions" has the meaning set forth in Recital I.

"PRA" has the meaning set forth in Section 20.2.

"Preceding Level of Design Development" means: (a) the Conceptual Plans with respect to the Schematic Design Drawings; (b) the Conceptual Plans and the Schematic Design Drawings with respect to the Design Development Drawings; and (c) the Conceptual Plans, Schematic Design Drawings and the Design Development Drawings, with respect to the Final Construction Documents.

"Project" has the meaning set forth in Recital E.

"Project Agreements" has the meaning set forth in Recital G.

"Project Plans" has the meaning set forth in Section 6.4.

"Proposal" has the meaning set forth in Recital D.

"Proposed Project" has the meaning set forth in Recital D.

“Release” means any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, migrating, disposing, or dumping of Hazardous Substances onto or from the Project or the Property.

“Remediate” or “Remediation” means any response or remedial action as defined under § 101(25) of CERCLA, and similar actions with respect to Hazardous Substances as defined under comparable state and local laws, and any other clean-up, removal, containment, abatement, monitoring, treatment, disposal, closure, restoration or other mitigation or remediation of Hazardous Substances or Releases required by any Environmental Agency or within the purview of any Environmental Laws.

“Retained Rights” are the rights reserved and retained by County with respect to the County Property, should the Parties proceed with the Transaction, and will have the meaning ascribed to “Retained Rights” under the JDA(s) and Ground Lease(s); the Retained Rights are delineated here for illustrative purposes only, in order to facilitate Developer’s development of the Plans and Specifications at each stage of the Design Development Process during the Term, and may include the following rights:

“RFP” has the meaning set forth in Recital C.

“ROE” has the meaning set forth in Section 8.

“Schedule of Performance” has the meaning set forth in Section 5.2.

“Schematic Design Drawings” means those Plans and Specifications Customarily associated with the “schematic level” of the Design Development Process, containing details as would be reasonably necessary to allow County to assess, at a “schematic level,” the basic development plan, including the impacts of any portion of the Project and the Retained Rights, which details shall include, among other things, site plans, elevations, general landscaping plans, floor plans, locations and sizes of informational signs, and details regarding features in public areas, potential public art elements, parking facilities, and potential exterior materials.

“Term” has the meaning set forth in Section 2.1.

“Title Company” means [] or such other title company as may be agreed upon in writing by the Parties.

“Title Notice Date” has the meaning set forth in Section 9.2.

“Title Notification Date” has the meaning set forth in Section 9.4.

“Title Reports” has the meaning set forth in Section 9.1.

“Transaction” has the meaning set forth in Recital G.

“Transaction Expenses” has the meaning set forth in Section 3.2.

“Unavoidable Delay” means a delay beyond the control of the Party claiming the delay, and must satisfy each of the following requirements:

(a) The delay would prevent or hinder the performance or satisfaction of a milestone set forth in the Schedule of Performance or any other obligation under this Agreement by any reasonable Person similarly situated and is not a delay peculiar to the Party claiming the delay (such as the failure to order materials in a timely fashion).

(b) The delay must arise out of:

(i) A Force Majeure Event;

(ii) Governmental restrictions or a delay in the issuance of any Governmental Approval that could not be reasonably anticipated (including without limitation any unusual or uncommon delay by a Governmental Authority in processing or approving any application made by Developer in connection with the Project); provided, however, any delay in the issuance of a Governmental Approval pertaining to the Project of a scope materially different than that described in the then-current County approved Plans and Specifications shall not constitute an Unavoidable Delay;

(iii) Delay in performance of any term, covenant, condition or obligation under this Agreement as a result of a Breach, Default or delay of the other Party, whether in rendering approvals or otherwise; or

(iv) Any lawsuit, action or other proceeding by any Person (other than by or at the direction of Developer or any Affiliate of Developer) that is filed after the Effective Date that challenges (1) any CEQA document or other Governmental Approval; or (2) any action taken by County under or in connection with this Agreement that prevents performance by the Developer; provided, however, that any lawsuit, action or other proceeding pertaining to or arising out of a Governmental Approval pertaining to the Project of a scope materially different than that described in the then-current County approved Plans and Specifications shall not constitute an Unavoidable Delay.

The Unavoidable Delay must be detailed in a written notice given by the Party claiming such delay to the other Parties within fifteen (15) days after the Party claiming such delay reasonably should have known of the event giving rise to the claim of delay, which notice shall, at a minimum, reasonably specify the (i) nature of the delay, (ii) the date the delay commenced and (if not ongoing) ended and (iii) the reason(s) such delay is an Unavoidable Delay.

(Signature Page to Follow)

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

COUNTY:

COUNTY OF LOS ANGELES
a public body, corporate and politic

Monique King-Viehland,
Deputy Executive Director
Community Development Commission
County of Los Angeles

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____
Senior Deputy

DEVELOPER:

(Name and Title)

EXHIBIT A

Site Plan identifying County Property

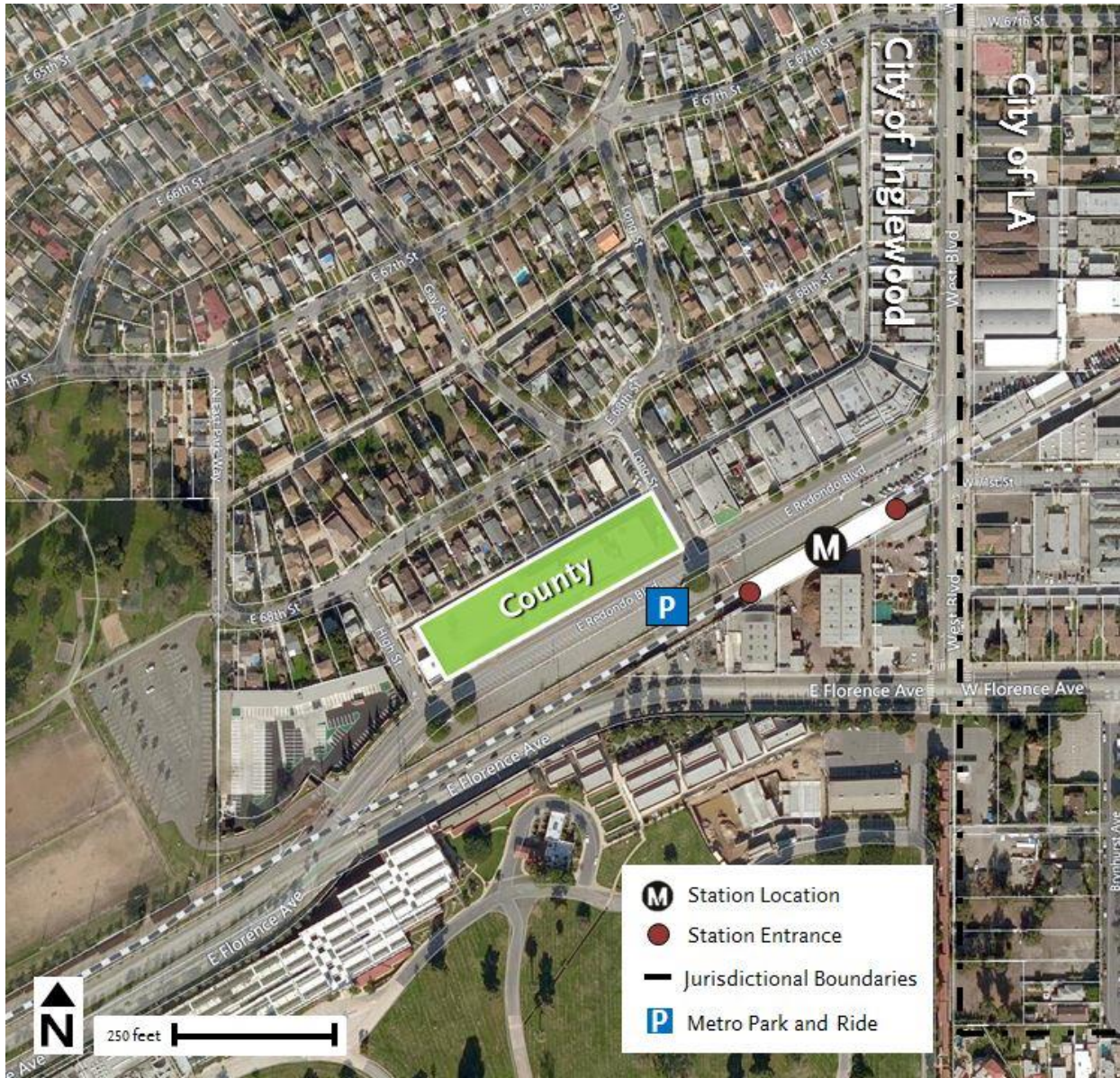


EXHIBIT B

Summary of Proposed Project and Design Concept Plan

Date of Proposal: April 20, 2017

Proposal Submitted By: LINC-CORE Fairview Metro, L.P. (Developer)

Proposal Location: 923 E. Redondo Blvd, City of Inglewood

Proposal Summary:

The Proposed Project is a five-story, mixed-use development on a 1.44 acre site to be constructed to qualify for LEED Silver certification or higher. The Proposed Project consists of 150 residential units, approximately 5,000 sq. ft. of ground floor commercial space and approximately 5,000 sq. ft. of building amenity space. The residential component of the Proposed Project is proposed to be 100% affordable and available to low income households earning between 30% - 60% of the Area Median Income (AMI). Approximately 75 units will be allocated for permanent supportive housing for households who are homeless or at-risk of homelessness and who will pay no more than 30% of their income for rent. An alternative scenario contemplates 20% of the units being designated as market rate workforce housing at 80% of AMI. The unit mix of the development will consist of one, two and three-bedroom units:

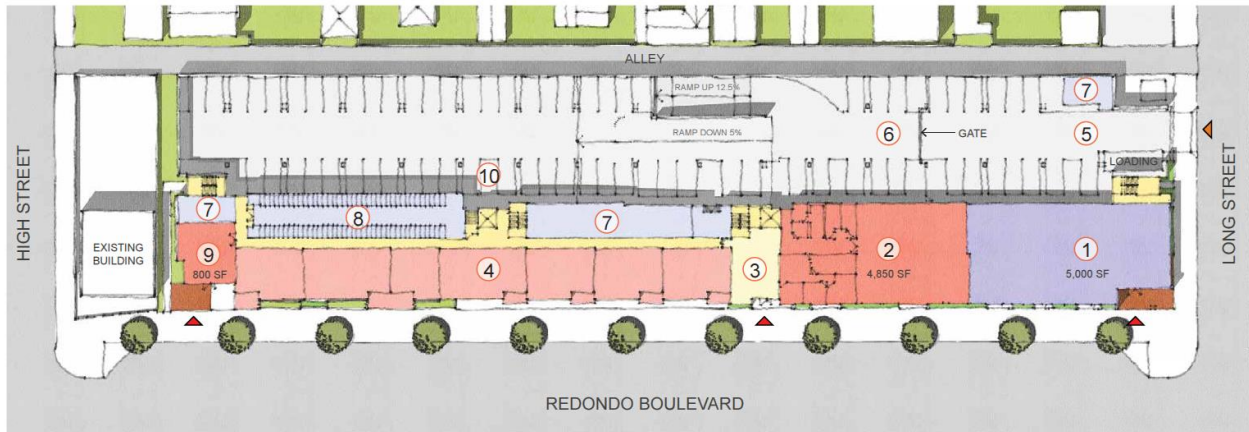
One-bedroom units (approx. 700 sq. ft.)	76 units
Two-bedroom units (approx. 850 sq. ft.)	38 units
Three-bedroom units (approx. 1,000 sq. ft.)	<u>36 units</u>
	150 units

The Proposed Project includes: 103 automobile spaces (90 residential, 10 commercial, 3 ride share) across one and one-half split levels of partially subterranean parking; bicycle parking along with a bicycle amenities space; multiple courtyards and a community garden. Various public improvements are contemplated along Redondo Boulevard to create an active streetscape for pedestrians, bicyclists, and motorists, across from the Fairview Heights Station.

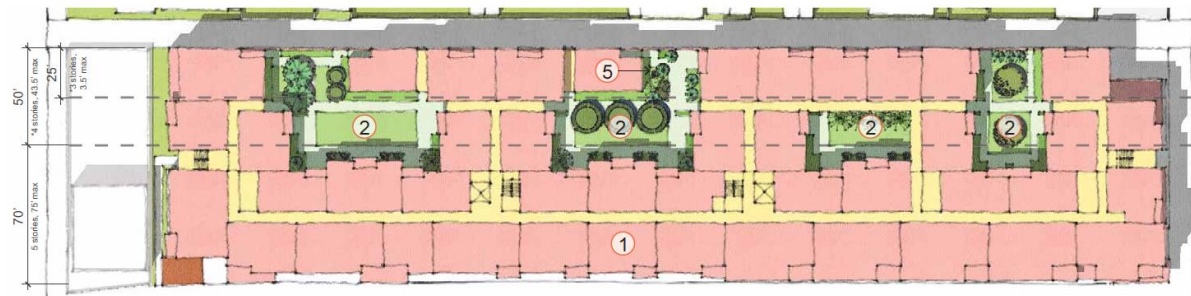
Proposed Financing: Public Financing (Tax Credits, Housing Funds, and Grants)
Private Financing (Loan)

Planned Development Cost: \$49,906,942

Typical Floor Plans



Ground Floor Plan



Second and Third Floor Plan



Fifth Floor Plan

Section



Elevation



Rendering



Perspective view from Fairview Heights Station Entrance along Redondo Blvd.

EXHIBIT C

Form of Schedule of Performance

The schedule below presents the best estimates of timing for steps leading to the drafting of a JDA and Ground Lease(s) to be presented to the County Board for approval. This timeline can be amended with written consent of both Parties, however failure to reasonably progress through the identified steps can be cause for termination of the ENA.

Milestone #	Action	Timing
1	<p>a. Preliminary Title Report (PTR). County to provide a preliminary title report to Developer, pursuant to Section 9.1 of the ENA.</p> <p>b. Developer's Title Objections. Developer shall give written notice to County of Developer's Title objections, pursuant to Section 9.2 of ENA.</p> <p>c. Title Notification. County shall notify Developer which of Developer's Title Objections County will attempt to cure prior to Close of Escrow in the event the Parties proceed with the Transaction, pursuant to Section 9.4.</p> <p>d. Developer's Election. Developer shall elect, by written notice to County, to either accept those Developer Title Objections that County has elected not to cure as Permitted Exceptions or, alternatively, to terminate this ENA by written notice to County, pursuant to Section 9.6.</p>	<p>Within fifteen (15) days after Effective Date.</p> <p>Before the earlier of (a) thirty (30) days after Developer has received Title Reports or (b) forty five (45) days after Effective Date.</p> <p>Within 30 days after receipt of Developer's notice of Developer's Title Objections pursuant to Milestone #1b (Developer's Title Objections).</p> <p>Within (a) five (5) days after being notified of County's election of which of Developer's Title Objections County will attempt to cure prior to Close of Escrow, or (b) ten (10) days after Title Notification Date, if County fails to provide Developer with the notice described in <u>Section 9.4</u>, as applicable.</p>
2	<p>County Comments on Design Concept Plan. County to provide feedback, comments and/or approval of the Design Concept Plan submitted by Developer with the Proposal.</p>	<p>Within ninety (90) days after Effective Date.</p>

3	County Comments on Proposal Proforma and Financial Proposal. County to provide comments on proforma and financial proposal initially submitted by Developer with the Proposal.	Within ninety (90) days after Effective Date.
4	Initial Revised/Updated Design Concept Plan: Developer shall submit a revised or updated Design Concept Plan, if such plan has been revised or updated from that provided in the Proposal, including a site plan and sections as necessary to describe any revised scope, responsive to comments provided by County.	Initial revised/updated Design Concept Plan submitted within sixty (60) days after receipt of County's comments pursuant to Milestone #2.
5	Final Design Concept Plan/Conceptual Plans. The Parties shall work cooperatively to finalize the Design Concept Plan. The final Design Concept Plan approved in writing by County shall be deemed the Conceptual Plan.	Final Design Concept Plan to be agreed to by the Parties and approved in writing by County within forty-five (45) days after County's receipt of the initial revised/updated Design Concept Plan pursuant to Milestone #4.
6	Updated Project Proforma and Financial Plan. Developer to submit a revised proforma and financial plan for the Project, including a statement of the overall estimated costs of construction, an estimate of income to be derived from the Project, and Project operating costs and debt service. This development proforma is required to enable County to evaluate the Project's return and the economic feasibility of the proposed development of the Project. The revised proforma and financial plan shall address any comments provided by County.	Within thirty (30) days after receipt of County's comments pursuant to Milestone #3.
7	County Comments on financing timeline. County to provide comments on financing timeline initially submitted by Developer with the Proposal.	Within ninety (90) days after Effective Date.
8	Revised financing timeline. Developer to submit a revised financing timeline for the Project, noting in detail any public funding cycles to be pursued, and responding to County's comments pursuant to Milestone #7.	Within 30 days after receipt of County's comments pursuant to Milestone #7.
9	Evidence of Site Control. If any sites are proposed to be acquired in support of the Project, Developer to submit evidence of site control.	Within sixty (60) days after Effective Date.
10	CEQA. Developer to provide an updated timeline for the CEQA process based on feedback from the lead CEQA agency.	Within ninety (90) days after Effective Date.
11	Entitlements. Developer shall submit an application with the City of Inglewood (the "City") commencing the entitlements process with the City for all entitlements needed to complete CEQA	Within two hundred forty (240) days after Effective Date.

	review and adoption of findings by the City, as the lead agency under CEQA. Developer shall submit an updated entitlement timeline to County based on feedback from the City regarding those entitlements needed to complete CEQA review and adoption of findings by the City, as the lead agency under CEQA, AND ALL other entitlements necessary to construct and operate the Project.	
12	Community Outreach Plan. Developer to provide County with an outreach plan explaining how it plans to incorporate community comments and concerns regarding the Project, including design. The outreach plan shall include a schedule of meetings, proposed topics and the community groups and individuals who would be invited to the meetings.	Within forty-five (45) days after Effective Date.
13	Term Sheet Form. County to provide Developer with term sheet form to be completed by Developer.	Within one hundred twenty (120) days after Effective Date.
14	Ongoing proforma review. Based on updated proforma and County review, Developer and County to negotiate and complete financial terms for JDA and Ground Lease that are to be included in the draft term sheet in Milestone #15.	Within one hundred eighty (180) days after Effective Date.
15	Draft Term Sheet. Developer to provide County with initial draft of term sheet setting forth essential elements of the transaction for County review. The draft term sheet shall be in the form provided by County pursuant to Milestone #13, and shall include key financial and other business terms to be included in the JDA, Ground Lease(s) and other development-related documents. Over the next 5 months, the Parties shall work in good faith to finalize the term sheet.	Within one hundred eighty (180) days after Effective Date.
16	Submittal of financing plan. Developer to provide financing plan including pre-commitment letters from private lenders, as applicable, and confirmation that the project has applied for acceptance into the City managed pipeline.	Within 220 days after Effective Date.
17	Submittal of JDA/Ground Lease Schedule of Performance. Developer to submit proposed scheduled of performance for inclusion in the JDA and Ground Lease.	Within 220 days after Effective Date.
18	Term Sheet Finalized. Developer and County shall finalize the term sheet setting forth essential elements of the Transaction.	Within one hundred fifty (150) days after County's receipt of the draft term sheet pursuant to Milestone #15.
19	Submission of Schematic Design Drawings. Developer shall submit Schematic Design	Within sixty (60) days after County approval of the

	Drawings to County at 50% level consistent with Developer's submission to City.	Design Concept Plan pursuant to Milestone #5.
20	County Review of Schematic Design Drawings. County to provide written feedback and comments on Schematic Design Drawings.	Within fifteen (15) business days after County receipt of Schematic Design Drawings.
21	CEQA Clearance by Lead Agency. Developer has completed all applicable requirements of CEQA and the City of Inglewood, as the CEQA lead agency, has made all necessary determinations/findings under CEQA as are necessary to consummate the Transaction.	Within two hundred seventy (270) days after Milestone #11.
22	Draft JDA and Ground Lease(s). County to provide initial draft of JDA and Ground Lease(s) based on agreed upon term sheet for Developer review.	Within sixty (60) days after completion of Milestone #18 (Term Sheet Finalized).
23	Developer's Initial Feedback on draft of JDA and Ground Lease(s). Developer to provide redlined comments on the draft JDA and Ground Lease(s). The Parties shall work in good faith to finalize JDA and Ground Lease(s) prior to the end of the Term.	Within thirty (30) days after receipt of the draft JDA and Ground Lease(s) from County pursuant to Milestone #22.
24	Recommendation of JDA and Ground Lease to County Board. County staff to present the Ground Lease and JDA to the County Board, at the next possible Board meeting after completion of CEQA findings, assuming that the JDA and Ground Lease documents have been executed by Developer.	Within sixty (60) to ninety (90) days after completion of (a) Milestone #21 (CEQA Clearance by Lead Agency) and (b) Milestone #18 (Term Sheet Finalized).
25	Final JDA and Ground Lease Agreements. County provides final JDA and Ground Lease(s) to Developer for execution.	Prior to the end of the Term.

EXHIBIT D

Form of Right of Entry Agreement

(To be attached)