MEMORANDUM

TO: City Council

FROM: City Manager

DATE: October 22, 2015

SUBJECT: Comments on Agenda Items, Meeting of October 27, 2015

A City Council workshop will be held at 6:00 p.m. to discuss a citywide street sweeping program. Also, the annual Duarte Public Financing Authority meeting will be held following the regular meeting.

ITEM 7.A. A presentation will be made by Duarte High School Principal Mark Sims covering issues such as changes to the bell schedule, review of data from the Peer Tutor Program, Skills USA Awards, and athletic highlights.

ITEM 7.B. A representative from the Los Angeles County Registrar-Recorder/County Clerk's office will provide information related to the presentation "Impact of Your Vote." The message is that every vote counts, and every election matters.

ITEM 7.C. The Public Safety Director will give his monthly update of issues and matters related to public safety throughout the City.

ITEM 11.E (Consent). This item presents an amendment to the City Manager's Employment Agreement to consider a one-year extension of the term.

ITEM 11.F (Consent). This is a resolution of the Successor Agency authorizing, and requesting Oversight Board approval of, the transfer of the property at 946, 952, and 962 Huntington Drive to the City of Duarte, for the City's sale for full fair market value and distribution of proceeds to the affected taxing entities.

ITEM 13. This is a Public Hearing to consider a resolution authorizing the execution of a Purchase and Sale Agreement (PSA) for the sale of property at 1263 Huntington Drive to the City in conformance with the approved Long-Range Property Management Plan. The PSA is intended to lead to the near term development of the Starbucks site with a retail/commercial development to include a Starbucks coffee shop, together with up to 2,600 square feet of mixed use retail and food service.

Respectfully submitted,

Darrell J. George
City Manager

AGENDA
DUARTE PUBLIC FINANCING AUTHORITY
REGULAR MEETING – TUESDAY, OCTOBER 27, 2015
7:00 P.M. COUNCIL CHAMBERS
1600 Huntington Drive, Duarte, California

1. CALL TO ORDER AND NOTATION OF ANY ABSENCES
2. ADOPTION OF AGENDA
3. APPROVAL OF MINUTES – Meeting of October 28, 2014
4. ORAL COMMUNICATIONS – ITEMS NOT ON THE AGENDA
   Anyone wishing to speak on an issue that is not on the Agenda, but that is within the subject matter jurisdiction of the Authority may do so at this time. The opportunity to speak is on a first-come first-served basis. Each person may speak once for no more than 3 minutes and there is a maximum of 30 minutes for all Oral Communications. Under the Brown Act, members of the Authority Board and staff can respond only with a brief reply to issues raised in Oral Communications, and no action on such matters may take place at this meeting.
5. ITEMS FROM BOARD MEMBERS
6. ADJOURNMENT

ADDRESSING THE FINANCING AUTHORITY:

If you wish to address the Financing Authority on any item on the Agenda, you should fill out a Speaker Card indicating which item or items on the Agenda you wish to speak about, and hand the card to the City Clerk. You will be called to the Podium when that item is heard by the Authority. If you wish to address the Authority on any item that is not on the Agenda, but that is within the subject matter jurisdiction of the Authority, you may do so under the "Oral Communications" portion of the Agenda. At the podium, before starting your remarks, please state your name and city of residence for the record.

In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, you should contact the City Manager's office at (626) 357-7931. Notification no later than 1:00 p.m. on the day preceding the meeting will enable the City to make reasonable arrangements to assist your accessibility to this meeting.

The Duarte Public Financing Authority was created in 1988 through a joint powers agreement between the Duarte Redevelopment Agency of the City of Duarte and the City of Duarte. Authorization for the Authority was created by the State through the Marks-Roos Bond Act of 1985. The Successor Agency to the Dissolved Redevelopment Agency of the City of Duarte, a separate public entity, succeeded to the position of the Redevelopment Agency upon dissolution of the Redevelopment Agency on February 1, 2012. The Authority has the ability to purchase and remarket bonds and/or notes sold by the Agency and the City, thereby facilitating public improvements by helping secure lower rates of interest and otherwise reducing financing costs. Members of the Duarte City Council serve as the Authority's Board. The Authority is required to hold a minimum of one meeting each year on the 4th Tuesday of October.

Note: Any documents distributed by the Financing Authority to a majority of the Board less than 72 hours prior to the Authority meeting will be made available for public inspection at City Hall, 1600 Huntington Drive, Duarte, CA 91010, during normal business hours, except such documents that relate to closed session items or which are otherwise exempt from disclosure under applicable law.

Los Angeles County Registrar-Recorder/County Clerk

Dean C. Logan
Registrar-Recorder/County Clerk

12400 Imperial Highway
Norwalk, CA 90650

IMPACT OF YOUR VOTE

Every vote counts, every election matters.

What's going on in your community?

IMPACT OF YOUR VOTE

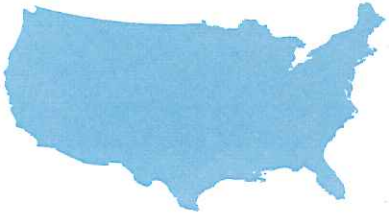
LOCAL (Mayor & City Council)

- Schools
- Parks & Recreation
- Street Repair
- Police & Fire
- Water/Power/Trash

STATE (Governor & Legislator)

- Universities
- DMV
- Disability Services
- Health & Welfare
- Water Conservation

FEDERAL (President & Congress)



- Foreign Policy
- Homeland Security
- Social Security
- Immigration Policy
- Veterans Affairs

Every vote counts, **every** election matters

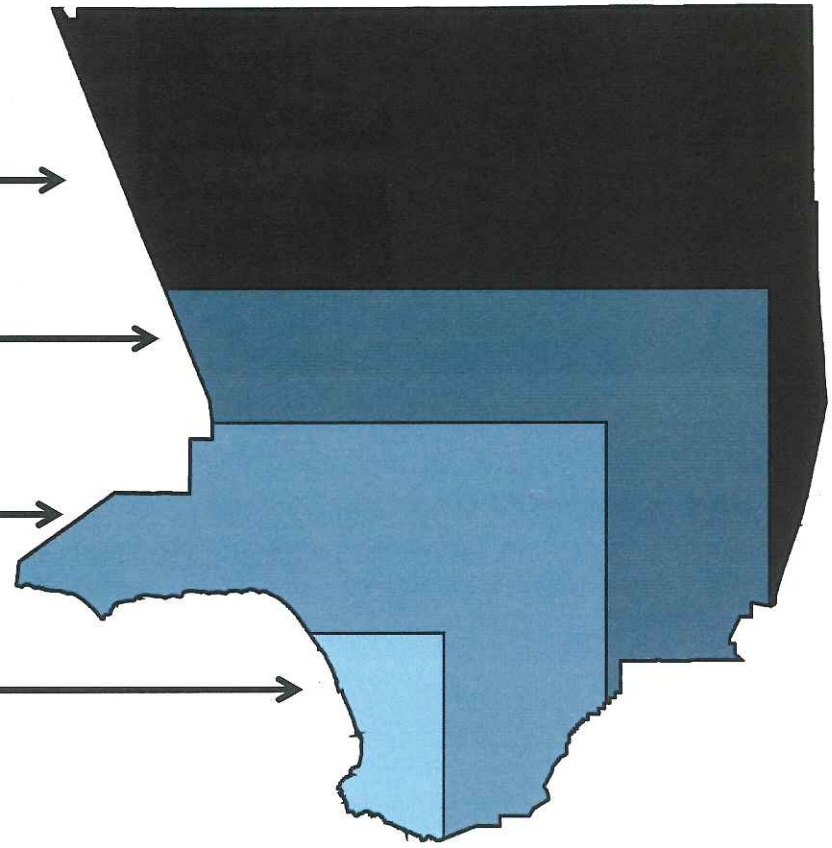
Who is Voting?

Total population 10,025,579

Eligible 6,048,583

Registered 4,880,869

Turnout 25 % on average*



*average of 2012 and 2014 primary and general elections

Election 2015:
Juli Costanzo wins San Gabriel City Council ballot recount by 2 votes

Step 1: Register to Vote

Are you a U.S. citizen? YES

Eighteen (18) years of age or older by the date of the next election? YES

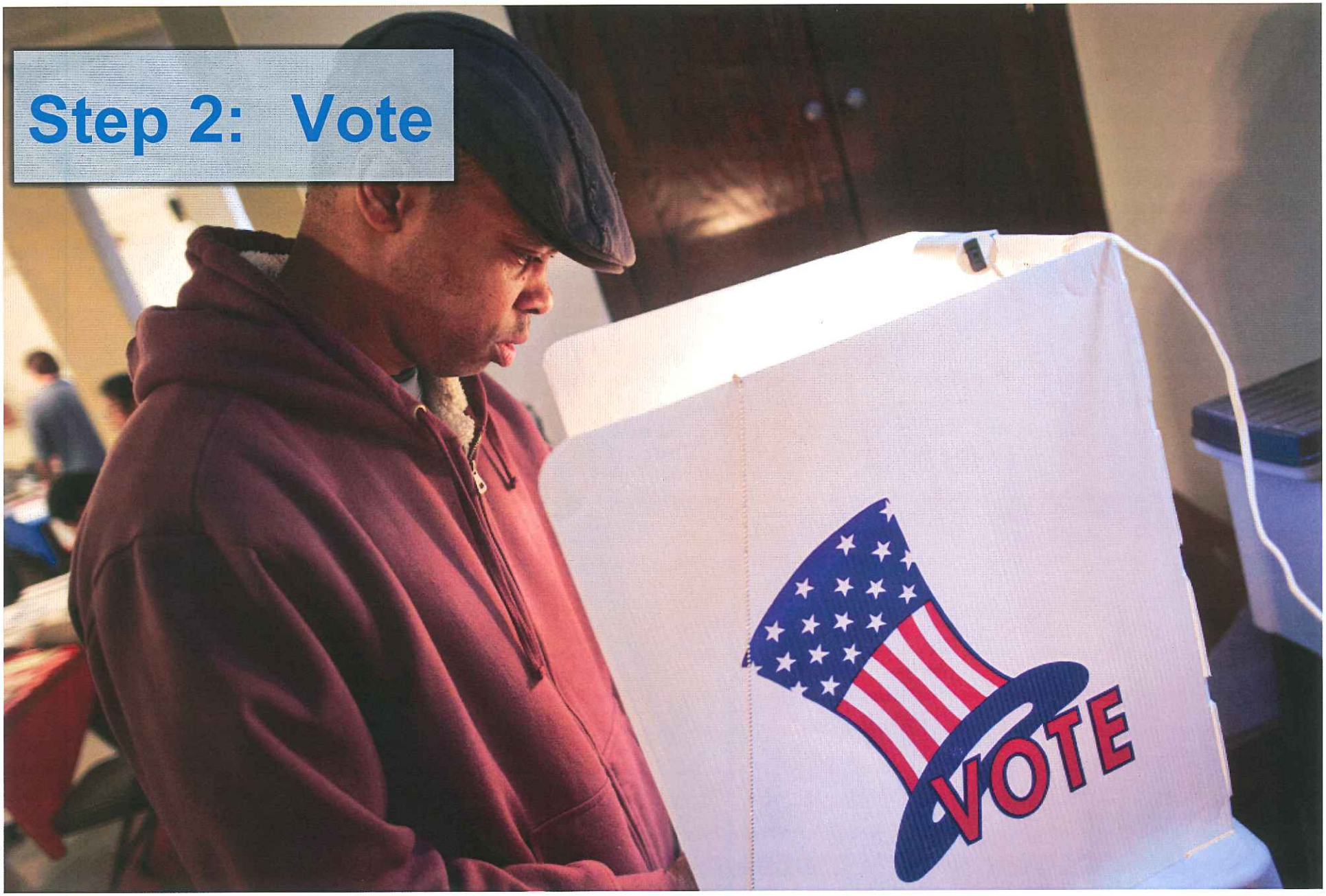
Congratulations!

You should register to vote.

- Register to vote online at www.LAvote.net
- Paper applications are available at most government buildings
- Re-register if you change your name, address, or political party preference
- To be eligible to vote you must have registered 15 days before Election Day

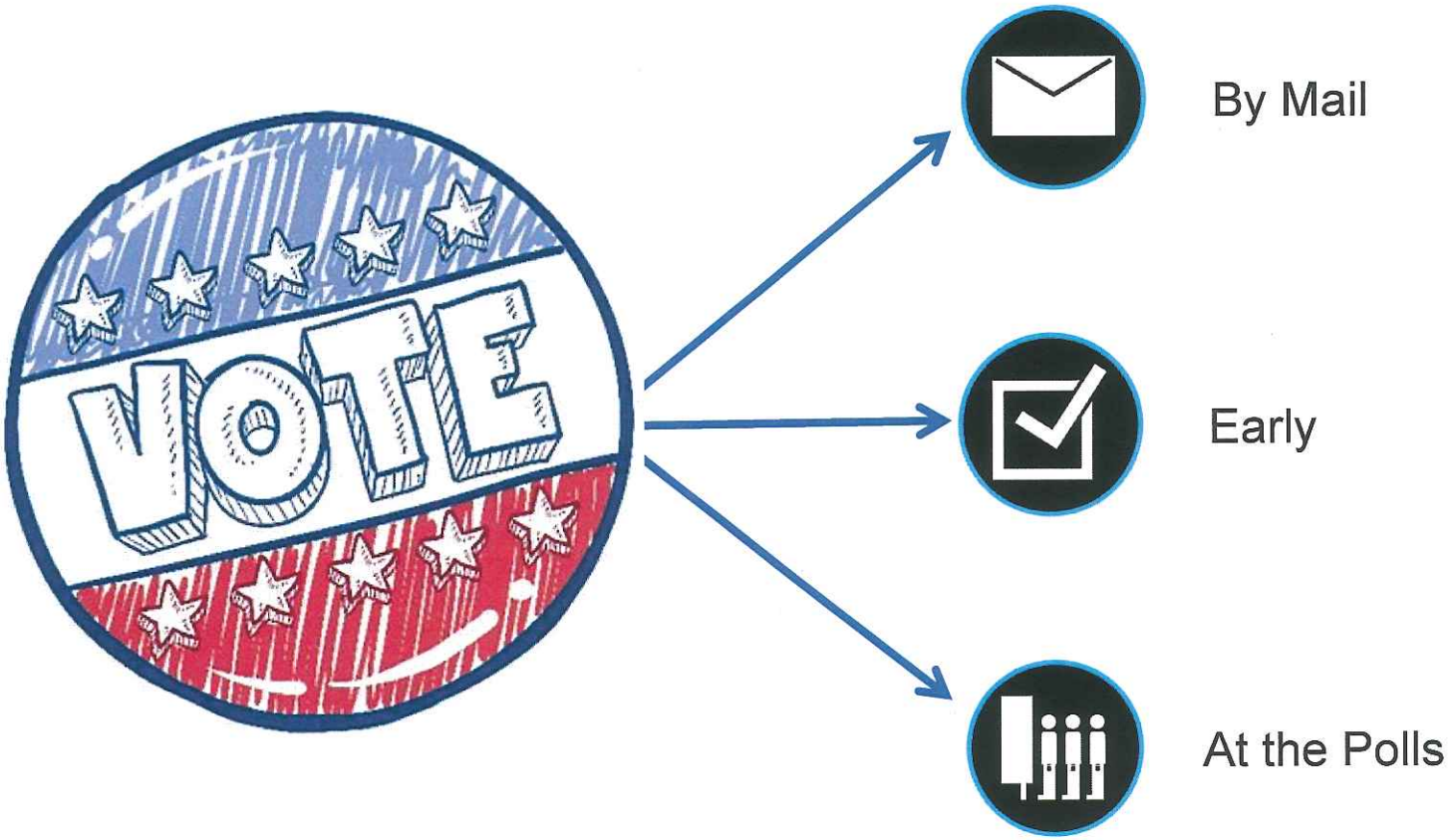
You can check your voter registration status online at www.LAvote.net

Step 2: Vote



Voting Options

If you are 18 years of age on Election Day you can…



Step 3: Stay Engaged

Contact a local Representative

Attend a council or school board meeting

Volunteer/register eligible voters

What else can you do?

Serve as a pollworker

Share via social media **#LAvotes**

LAvote.net

iCitizen®

CONGRESS

NonprofitVOTE

ROCK THE VOTE
www.rockthevote.com
www.facebook.com/rockthevote @rockthevote

SmartVoter®

MINUTES

JOINT CITY COUNCIL/CITY COUNCIL AS SUCCESSOR AGENCY TO DISSOLVED REDEVELOPMENT AGENCY/HOUSING AUTHORITY/COMMUNITY FACILITIES FINANCING AUTHORITY OF THE CITY OF DUARTE REGULAR MEETING – OCTOBER 13, 2015

CALL TO ORDER	The City Council/City Council as Successor Agency to Dissolved Redevelopment Agency/Housing Authority/Community Facilities Financing Authority of the City of Duarte met in a regular meeting in the Council Chambers, 1600 Huntington Drive, Duarte, California. Mayor Paras-Caracci called the meeting to order at 5:07 p.m.
RECORDATION OF ATTENDANCE	The following were in attendance: PRESENT: Fasana (arrived prior to Closed Session), Finlay (arrived prior to Closed Session), Kang, Reilly, Paras-Caracci ABSENT: None ADMINISTRATIVE STAFF PRESENT: City Manager George, City Attorney Melching
ADOPTION OF AGENDA	Kang moved, Reilly seconded to adopt the Agenda, and carried with Fasana and Finlay not present.
CLOSED SESSIONS 1) Real Property Negotiations 2) Public Employee Evaluation	George stated there were two Closed Session items. The first is pursuant to Government Code Section 54956.8; Conference with real property negotiators; Negotiating parties: City of Duarte and prospective buyers or lessees; City negotiators: Darrell George, Craig Hensley; Under negotiation: Price and terms of payment; Concerning property at: 946, 956 and 962 Huntington Drive (APN 8530-013-902, 903 and 904); 1305 Huntington Drive (APN 8530-004-903); and 1423-1437 Huntington Drive (APN 8530-004-900-901 and 904). The second is Public Employee Performance Evaluation, pursuant to Government Code Sections 54957(b)(1) and 54957.6; Annual evaluation of City Manager; Designated City representative: Jeff Melching, City Attorney. The Closed Sessions concluded at 7:01 p.m. City Council reconvened at 7:11 p.m., with all members present.
PLEDGE TO THE FLAG	KC Caracci led the Pledge of Allegiance to the Flag.
MOMENT OF REFLECTION	A moment of reflection was observed.
FITNESS/MENTAL WARM-UP	Kang and Finlay provided the warm-up.
PUBLIC REPORT – CLOSED SESSION ITEMS	Melching reported that with regard to the first Closed Session item (Real Property Negotiations), there was no reportable action taken. With regard to the second item (Public Employee Performance Evaluation), City Council completed the evaluation, with no reportable action taken.
SPECIAL ITEMS Recognition – Parade Committee	Mayor Paras-Caracci introduced and presented certificates of appreciation to the members of the 2015 Duarte Route 66 Parade

	Committee, and presented a plaque to outgoing Committee Chair KC Caracci for his 10 years of leadership and volunteerism.
Presentation – Special Olympics Banners to Sponsors	Mayor Paras-Caracci presented the street banners to the business sponsors of the Duarte Host Town Special Olympics.
Presentation – Special Olympics Donation	Mayor Paras-Caracci stated the Duarte Host Town Special Olympics Committee raised over $8,600 for the event and, on behalf of the Committee, presented the remaining $3,138.15 balance to Suzanne Gilman of the Special Olympics Committee.
Proclamation – Red Ribbon Week	Mayor Paras-Caracci read and presented the Proclamation for Red Ribbon Week to Brian Villalobos, who provided information about the events planned for October 23-30, 2015.
Presentation – Duarte Senior Age Opinion Survey Results	Cesar Monsalve, Director of Parks and Recreation, presented an overview of the Duarte Senior Age Opinion Survey to produce a viable assessment of the needs of Duarte's senior citizens, to assist in determining policies, and to develop improved programming for our seniors, including census information, process, challenges, methodology, and response highlights. There was discussion about possibly incorporating the Youth and Family Master Plan as the master steps are reviewed, walking, use of the bike path, lights shooting down on the path, bollards, and railroad ties.
ANNOUNCEMENTS	Karen Herrera presented community announcements about City events, programs, and workshops in October and November, and provided information about the two new markets that will open in early 2016. Ryan Ricchio, Acting Duarte Library Manager, announced events, story times, and classes in October and November. Lillian De Loza-Gutierrez, Los Angeles County Metro, stated the opening date of the Gold Line Foothill Extension will be announced on October 22.
ORAL COMMUNICATIONS	The following spoke on items not on the Agenda. Statice Wilmore – Tree shapes, towing fees.
CONSENT CALENDAR	Fasana moved, Reilly seconded to approve the Consent Calendar, as follows, and carried unanimously. Approve Items A, B, C, D, G, H. I. Receive and File Items E, F.
ORDINANCE NO. 859 Huntington Drive/Buena Vista Specific Plan (Second Reading)	Item G – Council Bill 15-O-05 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, ADOPTING AN AMENDMENT TO THE HUNTINGTON DRIVE/BUENA VISTA STREET SPECIFIC PLAN, MODIFYING VARIOUS SECTIONS OF THE SPECIFIC PLAN INCLUDING BUT NOT LIMITED TO PERMITTING USES, SIGNS, DESIGN REVIEW, DEFINITIONS, AND PERMIT

PROCESSING FOR THE PROPERTY LOCATED AT 1155-1247 HUNTINGTON DRIVE (Second Reading)

ORDINANCE NO. 860
Rooftop Solar Energy Systems
(Second Reading)

Item H – Council Bill 15-O-06 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, ADDING SECTION 16.04.090 "SMALL RESIDENTIAL ROOFTOP SOLAR ENERGY SYSTEMS" TO CHAPTER 16.04 "BUILDING LAWS" OF THE DUARTE MUNICIPAL CODE (MCA 15-03), RELATING TO AN EXPEDITED PERMITTING PROCESS FOR SMALL RESIDENTIAL ROOFTOP SOLAR ENERGY SYSTEMS (Second Reading)

PUBLIC HEARING
Council Bill 15-R-21
Tax-Exempt Obligations-TEFRA
Duarte Manor Apartments

Mayor Paras-Caracci announced this was the time and place set for a Public Hearing to consider this item.

Melching presented a staff report and noted that this item was previously approved in May 2015 after a Public Hearing that was advertised 10 days in advance; however, it was later determined that the hearing needed to be advertised 14 days in advance, so the Public Hearing has been re-advertised, and this item is on tonight's Agenda for consideration.

Melching read by title Council Bill 15-R-21:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, APPROVING THE ISSUANCE OF TAX-EXEMPT OBLIGATIONS AND DIRECTING CERTAIN ACTIONS

Notice of the hearing was given, the affidavit is on file, and no written communications were received about the item.

Mayor Paras-Caracci asked if anyone in the audience wished to speak on the item. There were none.

Mayor Paras-Caracci closed the Public Hearing.

RESOLUTION NO. 15-21

Reilly moved, Kang seconded to adopt Resolution No. 15-21, and carried unanimously.

BUSINESS ITEMS
LA-RICS – Opt-out

Brian Villalobos, Director of Public Safety, presented a staff report about the option for cities to either opt-in or opt-out of the Los Angeles Regional Interoperable Communications System (LA-RICS) Joint Powers Authority Funding Plan by November 24, 2015, stated as a contract city, Duarte is in essence opted-in and is being assessed annually for services, and staff's recommendation is to opt-out of the plan.

Fasana moved, Finlay seconded to opt-out of the Los Angeles Regional Interoperable Communications System (LA-RICS) Joint Powers Authority Funding Plan, and carried unanimously.

NLC Voting Delegate
Nashville – November 2015

Finlay moved, Reilly seconded to designate Tzeitel Paras-Caracci as the Voting Delegate for the National League of Cities 2015 Congress of Cities, Nashville, Tennessee, November 4-7, 2015,

and carried unanimously.

Golden Streets Open Streets Route Options

Cesar Monsalve presented the staff report, and discussed the three route options analyzed by staff.

Fasana moved, Reilly seconded to select Route Option #2 as outlined in the staff report (Highland Avenue to Central Avenue, to Crestfield Drive, to Huntington Drive, to the east City limits) if Irwindale chooses to connect its route to Duarte's route, and carried unanimously.

ITEMS FROM CITY COUNCIL/ CITY MANAGER

GEORGE: Thanked City Council and staff for the sustainable garden at the City of Hope.

FINLAY: Stated she appreciated the support of staff and City Council for the sustainable garden, presented a Vector Control update and information about mosquitos, thanked those who supported the Education Foundation dinner, stated she would like to see a sign on Encanto Parkway at the corner of Hacienda that says "Welcome to Duarte," inquired about curb number re-painting (staff responded), and stated she received an email that Dorothy Montgomery will turn 90 soon, and her daughter is asking that cards be sent to her.

FASANA: Congratulated all involved with the dedication of the garden, attended the Ruby McKnight Williams NAACP event, stated the Route 66 Parade was fabulous, attended the meeting with the Mayor's Youth Council, attended the Buena Vista Terrace event, provided information to the City Manager that he received by mail from Jerome Horton regarding a potential tax preparation resolution, and stated Bob Bartlett was a giant, an incredible and tremendous leader, he viewed him as a mentor and inspiration, and he will be missed.

REILLY: Inquired if Commissioners receive free membership to the Fitness Center (staff responded yes), stated the seniors would like to have the front two rows of the parking lot designnated for seniors only, not handicapped, and asked that we look into it, and inquired about what needs to be done to have a community garden (staff responded).

KANG: Inquired about painting the street signs, as some are fading, attended Community Yard Sale, stated his constituents were concerned with the response time from the fire department when a power line went down on Swiss Trails, stated people block the intersections on Huntington Drive when the 210 Freeway is crowded, and asked if there is any way to control the intersections of Las Lomas and Crestfield.

PARAS-CARACCI: Stated Duarte High School graduate Trevor Tolliver, now an English professor at Mt. SAC, has published a book about Lesley Gore, she would like to invite him to a future

Council Meeting for recognition, announced Foothill Unity Center dental clinic at Beardslee on October 17, she will be visiting the Philippines and meeting with the Mayor of Dagupan, she requested a City tile plaque to present to the Mayor, and read the inscription on the plaque.

ADJOURNMENT

The meeting was adjourned at 9:17 p.m. in memory of Parbhubhai J. Patel, Glenn Bylsma, the victims of the Umpqua Community College tragedy (Lucero Alcaraz, Treven Taylor Anspach, Rebecka Ann Carnes, Quinn Glen Cooper, Kim Saltmarsh Dietz, Lucas Eibel, Jason Dale Johnson, Lawrence Levine, and Sarena Dawn Moore), Bob Bartlett, Segundina Macale, and Kristin Helmuth-Mariconda.

_____

Mayor Tzeitel Paras-Caracci

ATTEST:

_____

City Clerk

Memorandum

To: **City Council**

From: **Planning Commission**

CC: **Craig Hensley, Community Development Director**

Date: **10/20/15**

Subject: Commission Reorganization – Vice-Chair Selection

At the regular meeting of the Planning Commission held on Monday, October 19, 2015, the Commission chose Shauna Pierce as its Vice-Chairperson. Sheryl Lefmann will continue as the Chair.

AMENDMENT NO. 10 TO CITY MANAGER EMPLOYMENT AGREEMENT

THIS AMENDMENT NO. 10 TO CITY MANAGER EMPLOYMENT AGREEMENT ("Amendment No. 10") is made and entered into as of October 27, 2015 ("Effective Date"), by and between CITY OF DUARTE, a municipal corporation and general law city of the State of California ("City"), and DARRELL J. GEORGE, an individual ("George"), with respect to the following:

A. City and George entered into that certain City Manager Employment Agreement, dated September 14, 2004, as amended by the following amendments thereto: Amendment No. 1 dated October 11, 2005; Amendment No. 2 dated September 26, 2006; Amendment No. 3 dated September 25, 2007; Amendment No. 4 dated October 28, 2008; Amendment No. 5 dated October 13, 2009; Amendment No. 6 dated July 13, 2010; Amendment No. 7 dated November 13, 2012; Amendment No. 8 dated February 25, 2014; and Amendment No. 9 dated October 7, 2014(all of the foregoing, collectively, the "Agreement").

B. City and George mutually desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing Recitals and the covenants and promises hereinafter contained, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Section 7(a) of the Agreement is amended in its entirety to read as follows [deletions shown in strike-through and additions in underline]:

> (a) Subject to the termination provisions set forth in this Agreement, George's employment as City Manager shall be renewed as of September 26, ~~2015~~ 2016 for a term of ~~two (2) years~~ one (1) year, and this Agreement and his employment as City Manager shall automatically expire as of September 26, ~~2016~~ 2017 (the "Agreement Term"), unless prior to September 26, ~~2016~~ 2017, (i) this Agreement is renewed in writing by George and the City by a majority of the members of the City Council voting in open session at a regular, adjourned regular, or special meeting of the City Council (in which case the parties shall memorialize that renewal in an agreement updated for such purposes or amendment to the then-existing agreement), or (ii) an amended agreement, replacement agreement, or amendment to the then-existing agreement is approved and signed by George and is approved by a majority of the members of the City Council voting in open session at a regular, adjourned regular, or special meeting of the City Council.

2. Except for the amendments to the Agreement set forth in this Amendment No. 10,

the Agreement and all of its terms, provisions, and conditions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Amendment No. 10 as of the Effective Date.

CITY OF DUARTE

By: _____
Tzeitel Paras-Caracci, Mayor

Attest:

_____
Marla Akana, City Clerk

Approved As To Form:

_____
Jeffrey T. Melching, City Attorney

DARRELL J. GEORGE

By: _____
Darrell J. George

AGENDA MEMO

TO: SUCCESSOR AGENCY BOARD

FROM: Jeffrey Melching, City Attorney

SUBJECT Sale of Property Pursuant to Long Range Property Management Plan

DATE: October 27, 2015

RECOMMENDATION: That the Board of the Successor Agency to the Dissolved Redevelopment Agency of the City of Duarte (1) approve the transfer the property near the Southeast Corner of Huntington Drive and Mountain Avenue (the "Mountain Vista Site") from the Successor Agency to the City, so that the City can in turn sell that property for its full fair market value of seven hundred sixty seven thousand dollars ($767,000), and (2) determine that the property disposition process is substantially consistent with the Successor Agency's approved Long-Range Property Management Plan ("LRPMP").

The transfer of the Mountain Vista Site to the City, the determination that the City's proposed disposition of that property is substantially consistent with the LRPMP, and the specific proposed process for disposing of that property will all be subject to review and approval by the Successor Agency's Oversight Board.

Upon completion of the above steps, a Purchase and Sale Agreement ("PSA") between the City and the proposed property developer will be presented to the City Council for its consideration. If approved, the PSA is intended to lead to the near term development of the property. The proceeds from the sale will be distributed to the affected taxing entities. The City's share of that distribution will be approximately $80,000.

BACKGROUND AND DISCUSSION:

When the State elected to dissolve redevelopment, the Redevelopment Agency of the City of Duarte owned the Mountain Vista Site, which consists of three separate legal parcels (APN Nos. 8530-013-902, 8530-013-903, and 8530-013-904) totaling 43,887 square feet, located near the southeast corner of Huntington Drive and Mountain Avenue. As required by the redevelopment dissolution process, the Mountain Vista Site has been transferred to the Successor Agency.

The redevelopment dissolution law also required that the Successor Agency create and obtain approval of a LRPMP to address the disposition of all Successor Agency-owned properties. The LRPMP was approved by the Successor Agency on August 27, 2013,

by the Oversight Board on June 2, 2014, and by the Department of Finance on June 20, 2014. A copy of the LRPMP is attached as Exhibit A. A copy of the Department of Finance's approval of the LRPMP is attached as Exhibit B.

As to the Mountain Vista Site, the LRPMP indicated that estimated (without a formal appraisal) then current value of the land was between $763,946 and $988,636. The first priority for the disposition of the property was the sale with a contingency that it be developed along with the 956 Huntington Drive property (the abutting single family home property in private ownership). The LRPMP also noted that "the parcels will be transferred to the City for future development in accordance with the Compensation Agreement that the City will enter into with the Taxing Entities."

Describing the implementation steps for the sale of the Mountain Vista Site, the LRPMP further provides as follows:

(1) **That The City Would Select A Qualified Real Estate Developer**: In this instance, the City has identified an experienced developer with verified development experience.

(2) **That The Property Would Be Disposed Of For Full Fair Market Value Pursuant To A "Disposition And Development Agreement Or Other Type Agreement"**: The appraised value of the property is seven hundred sixty seven thousand dollars ($767,000), which is within the estimated range of values provided in the LRPMP. A copy of the property appraisal is attached as Exhibit C. The developer has agreed to pay that amount under a Purchase and Sale Agreement ("PSA"). A contingency may be provided for the PSA that would require the City, under specified circumstances, to repurchase the Mountain Vista site from the developer.

(3) **That The Developer And The Agreement Will Be Subject To Approval By The City Council At A Public Meeting**: In this instance, the PSA and a discussion of the identified developer, will be brought forward for City Council consideration prior to execution of the PSA.

As demonstrated above, the sale of the Mountain Vista Site is proceeding in a manner that is substantively consistent with the LRPMP. The property will be sold for full fair market value, will be developed for a use that will be a benefit to the City (and to affected taxing entities), and the proceeds of the sale will be distributed in the manner envisioned by the redevelopment dissolution law.

Further, because the sale of the Mountain Vista Site will occur in the near term, and will occur at a full fair market value that is ***within the range of*** estimated fair market values at the time the LRPMP was approved, there is no need for a compensation agreement in this instance. According to the redevelopment dissolution law, compensation agreements are required as follows:

> If a city, county, or city and county wishes to retain any properties or other assets for future redevelopment activities, ***funded from its own funds*** and under its own auspices, it must reach a compensation agreement with the other taxing entities ***to provide payments to them in proportion to their shares of the base property tax, as determined pursuant to Section 34188, for the value of the property retained***.

In this instance, the City is not retaining the Mountain Vista Site for redevelopment activities "funded from its own funds," and so the compensation agreement requirement does not appear to apply. Further, because the City does not intend to retain the property for any material amount of time – it will immediately transfer the property to the developer – there is no need to make payments to affected taxing entities of their share of the base property tax. Finally, because the property will be sold for its full fair market value, there will be no adverse impact on any affected taxing entity. Indeed Department of Finance's website indicates that no compensation agreement is necessary when a property is to be sold for full fair market value.

Given these circumstances, a representative from the Department of Finance has advised that the Successor Agency should describe the proposed property disposition process, disclose that no compensation agreement will be sought but that the proceeds of the full fair market sale of the property will be distributed to the affected taxing entities, and seek Oversight Board approval of the proposed modified disposition process. If the Oversight Board approves the modified process, then the City can proceed to enter into the PSA and complete the sale.

Therefore, this matter is presented to the Successor Agency Board to verify (1) that the proposed property disposition is substantially consistent with the LRPMP, and (2) to request Oversight Board approval of the proposed disposition process, and (3) to request Oversight Board approval of the transfer of the property from the Successor Agency to the City. A proposed resolution of the Successor Agency Board approving this process is attached as Exhibit D .

FISCAL IMPACT: Sale of the Mountain Vista Site will result in an additional distribution of approximately $80,000 to the City, as a result of the City's status as an affected taxing entity.

ATTACHMENT:
Exhibit A – Long Range Property Management Plan
Exhibit B – Department of Finance approval Letter
Exhibit C – Property Appraisal
Exhibit D – Successor Agency Resolution

Long Range Property Management Plan

Successor Agency to the Dissolved Redevelopment Agency of the City of Duarte

1600 Huntington Drive, Duarte, California 91010

Approved by Successor Agency on August 27, 2013

Approved by Oversight Board on June 2, 2014

Approved by Department of Finance on _____, 2014

Table of Contents

Introduction 1
Part I: Property Inventory 1
North City Yard (Parcels 1-3): 2
Duarte Plaza Park (Parcel 4): 3
Hacienda Park (Parcels 5-7): 4
City of Duarte Senior Center (Parcel 8): 5
Non-Contiguous Landscaped Walkways (Parcels 9-14) 6
Old Texaco Site (Parcels 15 – 16): 7
Near SEC Huntington & Mountain (Parcels 17 – 19): 9
Wal-Mart Fragment (Parcel 20): 11
Landscape Strip Adjacent to LA County Library (Parcel 21): 12
Duarte Unified School District Administration Office (Parcel 22): 13
Northview Middle School Athletic Field (Parcel 23): 14
Part II: Property Disposition & Use 15
Summary of Plan Category Decision 15
Long-Term Planned Use / Disposition of Each Property 17
Implementation Steps 20

Appendix A	Finding of Completion Letter
Appendix B	Property Tracking Worksheet
Appendix C	Map of Properties
Appendix D	Redevelopment Plan
Appendix E	Implementation Plan
Appendix F	Old Texaco Site Plans
Appendix G	Long Range Property Management Plan Checklist

INTRODUCTION

As required by Health & Safety Code Section 34191.5, this document is the Long-Range Property Management Plan (LRPMP) of the Successor Agency (Successor Agency) of the former Redevelopment Agency of the City of Duarte (Former RDA). The Successor Agency received a finding of completion from the Department of Finance (DOF) on October 23, 2013 (Appendix A).

In accordance with Health & Safety Code Section 34191.5(c), Part I of the LRPMP includes an inventory of properties included in the Community Redevelopment Property Trust Fund, and Part II provides the proposed plan for disposition and uses of each of the properties.

PART I: PROPERTY INVENTORY

Section 34191.5(c)(1) of the Health and Safety Code, which was added as part of Assembly Bill 1484 (AB 1484), requires that the LRPMP include an inventory of all properties held in the Community Redevelopment Property Trust Fund. For the Successor Agency, this inventory identifies 23 parcels comprising 11 properties. In accordance with statutory requirements each of these 23 legal parcels comprising 11 properties are described in Appendix B and a map showing the location of the 11 properties is presented in Appendix C.

The following pages describe each of the following 11 properties, and the applicable legal parcel or parcels comprising each:

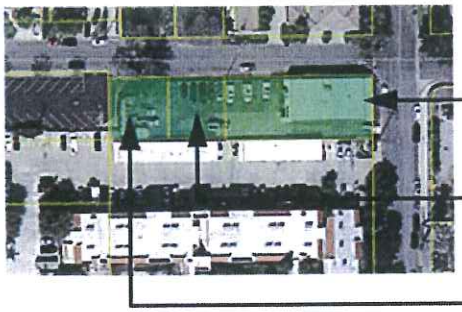
Property Name	Parcel Number on Inventory
North City Yard	1, 2, 3
Duarte Plaza Park	4
Hacienda Park	5, 6, 7
Duarte Senior Center	8
Non-Contiguous Landscaped Walkways	9, 10, 11, 12, 13, 14
Old Texaco Site	15, 16
Near SEC Huntington & Mountain	17, 18, 19
Wal-Mart Fragment	20
Landscape Strip Adjacent to LA County Library	21
Duarte Unified School District Administration Office	22
Northview Middle School Athletic Field	23

The following pages describe the parcels grouped as 11 properties.

North City Yard (Parcels 1-3):

The property, consisting of 3 legal parcels, is located on the South side of Oak Avenue. The property is currently used for Filed Services offices, equipment storage, a workshop and overflow plant storage.

North City Yard



APN: 8530-011-913
Size: 9,706 sq. ft.
Zoning: Public Facility

APN: 8530-011-914
Size: 3,642 sq. ft.
Zoning: Public Facility

APN: 8530-011-915
Size: 3,681 sq. ft.
Zoning: Public Facility

Acquisition Information

The former Redevelopment Agency purchased the property in 2005 for $649,000, or $38 per square foot of land area.

Purpose of Acquisition

This facility was acquired for the purpose to house the City's Field Services Division, which is the current use. The Division handles maintenance of City infrastructure and physical plant, and includes a City yard

Parcel Data

The three parcels are zoned Public Facility and are improved with a 2,266 square foot office building and adjacent parking spaces.

Current Value

Based on current zoning, use restrictions and the existing units, the parcels have no value.

Advancement of Planning Objectives

Not applicable.

History of Development Proposals and Activity

The North Yard building is adjacent to the Old City Hall facility. It was purchased for City use. A seismic safety and building accessibility assessment was completed for the building in January 2012 that determined that the building did not meet current accessibility requirements and needed some seismic upgrades. The cost to address these items was estimated at $215,000 just to address deficiencies with additional cost, of $100,000 to $150,000, necessary to address other building code issues.

PROPERTY INFORMATION

Address:
1101 Oak Avenue

Assessor's Parcel #:
8530-011-913; 8530-011-914; 8530-011-915

Lot Size:
17,029 Sf

Acquisition Date:
8/19/2005

Acquisition Price:
$649,000

Existing Improvements:
2,266 Sf office building and parking spaces

Current Zoning:
Public Facility

Use Restrictions:
Subject General Plan and zoning restrictions for Public Facility (Governmental) uses

Revenues Generated:
None

Contractual Requirements:
None

Environmental Contamination / Remediation:
None

TOD Potential:
None

Current Owner:
Successor Agency

Duarte Plaza Park (Parcel 4):

The Duarte Plaza is a City park located directly across from City Hall and is used as a public plaza and gathering area.

Duarte Plaza Park

APN: 8530-017-906
Size: 8,371 sq. ft.
Zoning: Open Space

Acquisition Information

Duarte Plaza Park, a City public park, is approximately 8,371 square feet. The larger property from which Duarte Plaza Park was created was approximately 26,000 square feet and was acquired by the former Redevelopment Agency in 2000 for $431,540, plus the former Redevelopment Agency incurred an additional $180,420 in relocation costs and $20,868 in demolition costs, for a total acquisition cost of $632,828.

Purpose of Acquisition

The property is part of implementing a pedestrian oriented Town Center vision in the central portion of the City. The retention of the property for development of a landscaped public plaza was recommended in 2004 by the then-existing Downtown Duarte Committee.

Parcel Data

The parcel is zoned for Open Space.

Current Value

Given that the parcel is restricted to public open space by the zoning, the current value is $0.

Advancement of Planning Objectives

Not applicable.

History of Development Proposals and Activity

In June 2006, the former Redevelopment Agency entered into a Disposition and Development Agreement (DDA) for the sale of approximately 17,629 square feet of the 26,000 square feet for development of a housing project consisting of 17 single family homes (13 detached units and four attached units), which was completed in 2007. The remaining approximately 8,371 square feet was situated across from City Hall and retained in former Redevelopment Agency ownership and was developed as Duarte Plaza Park, a City public park. The former Redevelopment Agency inadvertently failed to convey ownership of Duarte Plaza Park to the City. The annual cost to the City to maintain the park is approximately $3,000.

PROPERTY INFORMATION

Address:
No address

Assessor's Parcel #:
8530-017-906

Lot Size:
8,371 Sf

Acquisition Date:
2000

Acquisition Price:
$632,828

Existing Improvements:
Park

Current Zoning:
Open Space

Use Restrictions:
Property is zoned Open Space and has existing park improvements

Revenues Generated:
None

Contractual Requirements:
None

Environmental Contamination / Remediation:
None

TOD Potential:
None

Current Owner:
Successor Agency

Hacienda Park (Parcels 5-7):

Hacienda Park, a City park consisting of three legal parcels, was built in the 1970s and acts as a neighborhood park in the Rancho Verde neighborhood.

Hacienda Park

APN: 8610-001-900
Size: 24,674 sq. ft.
Zoning: Open Space

APN: 8610-001-901
Size: 20,598 sq. ft.
Zoning: Open Space

APN: 8604-009-910
Size: 36,130 sq. ft.
Zoning: Open Space

Acquisition Information

The former Redevelopment Agency acquired the property in 1978. It is located under electric transmission lines operated by Southern California Edison as part of the Tehachapi Renewable Transportation Project.

Purpose of Acquisition

The former Redevelopment Agency purchased the property for the purpose of constructing a neighborhood park in the Rancho Verde neighborhood. The parcels were dedicated by the Developer as a City park associated with a residential development (Tract 23089).

Parcel Data

The parcel is zoned for Open Space.

Current Value

Given that the parcel is restricted to public open space by zoning, the current value is $0.

Advanced Planning Objectives

Not applicable.

History of Development Proposals and Activity

The property has been used as a neighborhood park since the 1970s and costs the City approximately $11,000 per year to maintain. The former Redevelopment Agency inadvertently failed to convey the property to the City.

PROPERTY INFORMATION

Address:
2695 Hacienda Drive

Assessor's Parcel #:
8610-001-900; 8610-001-~~910~~; 8604-009-910;
5/2901

Lot Size:
81,402 Sf

Acquisition Date:
11/16/1978

Acquisition Price:
$44,771 (estimate)

Existing Improvements:
Park

Current Zoning:
Open Space

Use Restrictions:
Undevelopable Open Space as it lies beneath the high power electric transmission lines operated by Southern California Edison

Revenues Generated:
None

Contractual Requirements:
None

Environmental Contamination / Remediation:
None

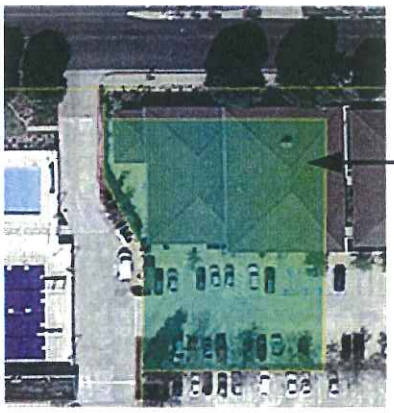
TOD Potential:
None

Current Owner:
Successor Agency

City of Duarte Senior Center (Parcel 8):

The Duarte Senior Center, consisting of one legal parcel, is located within the City's Civic Center.

Duarte Senior Center



APN: 8530-022-909
Size: 20,674 sq. ft.
Zoning: Public Facility

Acquisition Information

The former Redevelopment Agency purchased the parcel in 1988 for an unknown purchase price. The City paid for the construction of the Senior Center.

Purpose of Acquisition

The former Redevelopment Agency purchased the property with the purpose of constructing a senior center to be used by senior citizens living in Duarte. The parcel is part of the City's Civic Center.

Parcel Data

The parcel is zoned Public Facility and can only be used for government use and is improved with a two-story senior citizen center. Parking for the building is shared with other City-owned Civic Center buildings.

Current Value

Given that the current zoning is Public Facility and its current use is the Duarte Senior Center, the property has a current value of $0.

Advanced Planning Objectives

Not applicable.

History of Development Proposals and Activity

The City of Duarte Senior Center provides recreational opportunities and programs for area senior citizens and is part of the City's Civic Center consisting of City Hall and other government buildings. Numerous senior programs, including a senior lunch program, are operated at this facility. The City receives no income from the property and it is maintained by City staff. The former Redevelopment Agency inadvertently failed to convey the property to the City.

PROPERTY INFORMATION

Address:
1610 Huntington Drive

Assessor's Parcel #:
8530-022-909

Lot Size:
20,863 Sf

Acquisition Date:
4/28/1988

Acquisition Price:
$11,475 (estimate)

Existing Improvements:
Two story Senior Center

Current Zoning:
Public Facility

Use Restrictions:
Property is zoned Public Facility for government use

Revenues Generated:
None

Contractual Requirements:
None

Environmental Contamination / Remediation:
None

TOD Potential:
None

Current Owner:
Successor Agency

Non-Contiguous Landscaped Walkways (Parcels 9-14)

The six non-contiguous parcels are landscaped walkway areas within a small lot subdivision (Tract 34276) known as Las Lomas Villas.

Acquisition Information

The former Redevelopment Agency purchased the parcels in 1997, with the exception of one parcel that was purchased in 1979, for an unknown purchase price.

Purpose of Acquisition

The parcels were purchased as part of a larger acquisition with the purpose of developing the Las Lomas Villas neighborhood. These parcels provide the sidewalk access for the residential development. The parcels were dedicated by the Developer as a City Park associated with a residential development. These parcels are required open space (walkways and landscaping areas), owned by the Successor Agency and maintained by the City through a maintenance assessment district.

Parcel Data

The six parcels are improved with landscaped walkways in the midst of the Las Lomas Villas residential development.

Current Value

While the parcels are zoned R-3 (Medium Residential Density), the use is restricted to open space and sidewalk access for the residential development. Hence the parcels are undevelopable and have a $0 current value.

Advanced Planning Objectives

Not applicable.

History of Development Proposals and Activity

The subdivision is part of a landscape maintenance district where property owners pay an assessment and the City maintains landscape in the front yards and along these landscaped sidewalk areas. Given the location of the parcels, they are not developable. The cost to the City to maintain the parcels exceeds the assessments generated from the assessments. Ownership by the former Agency appears to be an error and the property should be City-owned as it has been maintained by the City for years.

PROPERTY INFORMATION

Address:
No address

Assessor's Parcel #:
8604-021-939; 8604-007-953; 8604-007-954; 8604-007-959; 8604-007-964; 8604-007-969

Lot Size:
10,307 Sf

Acquisition Date:
2/15/1997; 5/17/1979 (969)

Acquisition Price:
$4,074 (estimate)

Existing Improvements:
Landscaped walkways

Current Zoning:
R-3 (Medium Residential Density)

Use Restrictions:
Open space and sidewalk access for a residential development

Revenues Generated:
None

Contractual Requirements:
None

Environmental Contamination / Remediation:
None

TOD Potential:
None

Current Owner:
Successor Agency

Old Texaco Site (Parcels 15 – 16):

The property consisting of two legal parcels, is located on the NWC of Huntington Drive and Buena Vista Avenue and is surrounded by public streets on the south and east sides, by a parking lot of an adjacent shopping center on the north and by a commercial building built at the property line on the west. The highest and best use for the property is a retail commercial use as it is adjacent to the Ralph's Shopping Center, at a major commercial corner in the City and along Huntington Drive, which is the main commercial corridor in the City.

Old Texaco Site

APN: 8530-003-930
Size: 13,647 sq. ft.
Zoning: Commercial General

APN: 8530-003-931
Size: 10,719 sq. ft.
Zoning: Commercial General

Acquisition Information

The property was purchased by the former Redevelopment Agency in 2004 for $1.05 million, or $43 per square foot of land area.

Purpose of Acquisition

The purpose of the acquisition was to develop the property with approximately 4,500 square feet of restaurant and retail uses.

Parcel Data

This property is a corner property that is zoned General Commercial (C-G), a designation that permits retail commercial development. It has the advantage of being on the corner of two arterial streets, but is also constrained because of its size and its limited access to the street. Access to the site will be limited to one driveway access on Huntington Drive and another access drive onto the adjacent shopping center property.

Because of the parking requirements, set-back requirements, and the need to access the adjacent property, it is estimated that the maximum floor area ratio that can be attained on the site is approximately 0.18, or 4,400 square feet; if a restaurant use is located in one or all of the tenant spaces, this coverage would be less. Depending on the future tenants and how much restaurant use is proposed (food uses require more parking), it is anticipated that the site could accommodate 2,800 to 4,500 square feet of building area.

Current Value

A recent appraisal is not available. It should be noted, however, that this property will be required to obtain a shared access agreement with the adjacent shopping center to allow access to Buena Vista Street. In addition to any cost in obtaining this shared access, the property will also be burdened with the cost of a minor parking lot redesign for the adjacent property because the shared access will require the relocation or removal of some parking spaces. As such, these access and parking issues will negatively impact the value of the property.

PROPERTY INFORMATION

Address:
1263 Huntington Drive

Assessor's Parcel #:
8530-003-930; 8530-003-931

Lot Size:
24,366 Sf

Acquisition Date:
5/24/2004

Acquisition Price:
$1,052,030

Existing Improvements:
Vacant

Current Zoning:
General Commercial (G-C)

Use Restrictions:
Reciprocal access agreement with adjacent center required

Revenues Generated:
None

Contractual Requirements:
None

Environmental Contamination / Remediation:
The property is a former gas station. An UST was removed and final sign-off received from the County of Los Angeles

TOD Potential:
None

Current Owner:
Successor Agency

Based on area sales comparables, the market values range from $17 to $22 per square foot, or $414,222 to $536,052.

Advancement of Planning Objectives

The property is referred to in the Implementation Plan as "Retail Project (NWC Huntington Drive & Buena Vista)". The stated goal is to develop the property with approximately 4,500 square feet of restaurant and retail. Appendix F includes the plans that have been rendered for the site.

History of Development Proposals and Activity

The former Redevelopment Agency entertained several development proposals for the property since 2004 but property constraints made development difficult in a sluggish economy. At one point, the former Redevelopment Agency contracted with an architect to develop a concept plan that allowed for a corner building, joint access with the adjacent shopping center, and a public seating area.

Near SEC Huntington & Mountain (Parcels 17 – 19):

The property, consisting of three legal parcels, is surrounded to the north by a public street; the west by a multi-family residential project; to the south by single-family homes; and to the east by the Mountain Vista Plaza Shopping Center. Because it is adjacent to the Mountain Vista Plaza Shopping Center, the highest and best use for the property is commercial development.

Near SEC Huntington & Mountain

APN: 8530-013-904
Size: 13,602 sq. ft.
Zoning: Commercial General

APN: 8530-013-902
Size: 12,439 sq. ft.
Zoning: Commercial General

APN: 8530-013-903
Size: 18,897 sq. ft.
Zoning: Commercial General

Acquisition Information

The former Redevelopment Agency purchased the three lots between 2001 and 2008 for a total of $1.20 million.

Purpose of Acquisition

The parcels were purchased with the intent of assembling them together with the 11,073 square foot property located at 956 Huntington Drive. With the four properties assembled, the development site would total 55,217 square feet, or 1.267 acres. The 956 Huntington Drive property is surrounded by these three parcels but as of now remains owned by a resident of a house on that lot. The expansion of the Mountain Vista Plaza Shopping Center may be a possible use for the property.

Parcel Data

The property is zoned General Commercial (G-C), a designation that permits retail commercial development.

Current Value

A recent appraisal is not available for the parcels. The property is constrained by the presence of the 956 Huntington Drive property and will have an extremely limited value unless it is assembled with these parcels. The property has the advantage of being along Huntington Drive and adjacent to the Mountain Vista Plaza Shopping Center. Because the most effective development of this property requires the acquisition of the 956 Huntington Drive property owned by a private party, there has been minimal interest in the parcels.

PROPERTY INFORMATION

Address:
946, 952, 962 Huntington Drive

Assessor's Parcel #:
8530-013-902; 8530-013-903; 8530-013-904

Lot Size:
43,887 Sf

Acquisition Date:
946 – 8/14/2001
952 – 7/15/2008
962 – 8/14/2001

Acquisition Price:
$1,195,522

Existing Improvements:
Vacant

Current Zoning:
General Commercial (G-C)

Use Restrictions:
Additional property not owned by Successor Agency is necessary for development of this property

Revenues Generated:
None

Contractual Requirements:
None

Environmental Contamination / Remediation:
None

TOD Potential:
None

Current Owner:
Successor Agency

Based on area sales comparables, the market values range from $17 to $22 per square foot, or $763,946 to $988,636.

Advancement of Planning Objectives

This property is referred to in the Implementation Plan as the "SEC of Huntington Drive and Mountain Avenue". The goal for the property is to extend the commercial developments to the south and east with additional retail and possibly residential opportunities.

History of Development Proposals and Activity

There have been no development proposals or activity since the property as acquired due to the sluggish economy and the need to acquire other properties not under the former Redevelopment Agency's ownership.

Wal-Mart Fragment (Parcel 20):

This parcel is 18 feet wide and is part of the Wal-Mart project. A portion of the parcel is a landscaped area that is maintained by Wal-Mart.

Walmart Fragment

APN: 8528-001-901
Size: 10,831 sq. ft.
Zoning: Mountain/Evergreen Specific Plan

Acquisition Information
The former Redevelopment Agency purchased the parcel in 1995 for an unknown purchase price.

Purpose of Acquisition
The acquisition of the parcel was part of a larger acquisition for the purpose of developing a Wal-Mart store.

Parcel Data
The parcel falls under the Mountain/Evergreen Specific Plan.

Current Value
The parcel has no value ($0) given it is undevelopable and part of parking lot landscaping for the Wal-Mart store. The Successor Agency ownership is an error and there will likely be a cost to transferring the property.

Advanced Planning Objectives
Not applicable.

History of Development Proposals and Activity
The parcel should have been transferred to the adjacent property owner, Wilmington Trust (Wal-Mart) as part of the project and remains in the former Redevelopment Agency ownership as a result of an inadvertent error.

PROPERTY INFORMATION

Address:
No address

Assessor's Parcel #:
8528-001-901

Lot Size:
10,831 Sf

Acquisition Date:
1/23/1995

Acquisition Price:
$124,881 (estimate)

Existing Improvements:
Landscaping and parking

Current Zoning:
Mountain/Evergreen Specific Plan

Use Restrictions:
The property is not developable; it is part of a larger commercial development

Revenues Generated:
None

Contractual Requirements:
None

Environmental Contamination / Remediation:
None

TOD Potential:
None

Current Owner:
Successor Agency

Landscape Strip Adjacent to LA County Library (Parcel 21):

The parcel is a small landscaped strip of land adjacent to the LA County Library driveway.

CarMax Fragment

APN: 8530-016-
Size: 3,403 sq. f
Zoning: Commerci

Acquisition Information
The former Redevelopment Agency purchased the parcel in 1997 for an unknown purchase price.

Purpose of Acquisition
The acquisition of the parcel was part of a larger acquisition for the purpose of developing the adjacent CarMax dealership and was left as a landscaped area for the LA County Library.

Parcel Data
The parcel is zoned Commercial Facility and is currently a portion of the CarMax parking lot.

Current Value
The parcel has no value ($0) given it is undevelopable and an easement for access to the adjacent Library. There will likely be a cost to transferring the property.

Advanced Planning Objectives
Not applicable.

History of Development Proposals and Activity
The CarMax project was developed pursuant to a Disposition and Development Agreement between C-Max Auto Superstores, Inc. and the former Redevelopment Agency dated May 13, 1997. The Car Max auto dealership was developed shortly thereafter and has been operating on the site ever since. The parcel Was not included in the CarMax development but was kept as a small landscaped strip for the adjacent LA County Library through an easement.

PROPERTY INFORMATION

Address:
No address

Assessor's Parcel #:
8530-016-916

Lot Size:
3,403 Sf

Acquisition Date:
11/14/1997

Acquisition Price:
$1,872 (estimate)

Existing Improvements:
Parking lot

Current Zoning:
Commercial Professional

Use Restrictions:
The property is not developable; it is part of a landscape area adjacent to LIbrary

Revenues Generated:
None

Contractual Requirements:
None

Environmental Contamination / Remediation:
None

TOD Potential:
None

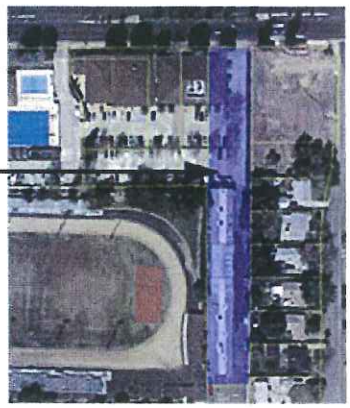
Current Owner:
Successor Agency

Duarte Unified School District Administration Office (Parcel 22):

The property is a portion of the Duarte Unified School District administration office building and maintenance facility. The Property is held by the Successor Agency by Assessor error and should be owned by the Duarte Unified School District.

School District
Administration Site

APN: 8530-022-906
Size: 48,787 sq. ft.
Zoning: Public Facility



Acquisition Information
The former Redevelopment Agency purchased the parcel in 1988 for an unknown purchase price.

Purpose of Acquisition
The former Redevelopment Agency acquired the parcel for the purpose of conveying the property to the Duarte Unified School District.

Parcel Data
The parcel is zoned Public Facility and is improved with an office building.

Current Value
The property, given its zoning and use restrictions is currently valued at $0. It is likely that there will be a cost to transfer the property.

Advanced Planning Objectives
Not applicable.

History of Development Proposals and Activity
The property is in the former Redevelopment Agency ownership as a result of an inadvertent error.

PROPERTY INFORMATION

Address:
1634 Huntington Drive

Assessor's Parcel #:
8530-022-906

Lot Size:
1.12 acres

Acquisition Date:
2/29/1988

Acquisition Price:
$26,833 (estimate)

Existing Improvements:
Offices

Current Zoning:
Public Facility

Use Restrictions:
The property is not developable; it is part of the larger school district administration offices and maintenance facilities

Revenues Generated:
None

Contractual Requirements:
None

Environmental Contamination / Remediation:
None

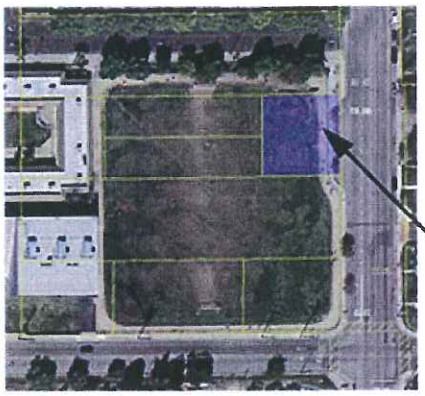
TOD Potential:
None

Current Owner:
Successor Agency

Northview Middle School Athletic Field (Parcel 23):

This property is a portion of the Duarte Unified School District's Northview Middle School athletic field. . The Property is held by the Successor Agency by Assessor error and should be owned by the Duarte Unified School District.

Northview
Middle School



APN: 8530-023-906
Size: 9,700 sq. ft.
Zoning: Public Facility

Acquisition Information
The former Redevelopment Agency purchased the parcel in 1990 for an unknown purchase price.

Purpose of Acquisition
The former Redevelopment Agency acquired the parcel for the purpose of conveying the property to the Duarte Unified School District.

Parcel Data
The parcel is zoned Public Facility and is improved with an athletic field.

Current Value
The property has $0 value given the use and zoning. It is likely that there will be a cost to transfer the property.

Advanced Planning Objectives
Not applicable.

History of Development Proposals and Activity
The property is in the name of the former Redevelopment Agency ownership as a result of an inadvertent error.

PROPERTY INFORMATION

Address:
1417 Highland Avenue

Assessor's Parcel #:
8530-023-906

Lot Size:
9,700 Sf

Acquisition Date:
6/18/1990

Acquisition Price:
$5,335 (estimate)

Existing Improvements:
Athletic field

Current Zoning:
Public Facility

Use Restrictions:
The property is not developable; it is a portion of the Northview Middle school sports field

Revenues Generated:
None

Contractual Requirements:
None

Environmental Contamination / Remediation:
None

TOD Potential:
None

Current Owner:
Successor Agency

PART II: PROPERTY DISPOSITION & USE

The second part of the LRPMP provides the planned use or disposition of each of the three properties in the manner described in Health & Safety Code Section 34191.5(c)(2). The following summarizes the four types of permitted disposition/use:

Plan Category	Use/Disposition Purpose of Property	Property Transferee
Enforceable Obligation	Use Consistent with Enforceable Obligation Terms	Designated Enforceable Obligation Recipient
Governmental	Governmental Use in Accordance with Section 34181(a)	Appropriate Public Jurisdiction
Approved Redevelopment Plan Project	Transfer to City for use in a project identified in the Approved Redevelopment Plan. Disposition proceeds to be distributed among Taxing Entities in accordance with a Compensation Agreement	City
Other Liquidation	Sale by Successor Agency to private buyer with proceeds distributed to Taxing Entities	Approved Buyer

Summary of Plan Category Decision

The relevant "approved redevelopment plan" that identifies the projects for which the properties will be disposed and used consists of:

- The Duarte Merged Redevelopment Plan, which was adopted by Ordinance No. 742 on July 13, 1999 and became effective on August 12, 1999 (Appendix D); and
- The accompanying Implementation Plan for the Merged Project Area (Implementation Plan) adopted by the Former RDA by Resolution No. RA-385 on December 8, 2009 (the Implementation Plan Resolution) in accordance with the requirements of Health & Safety Code Section 33490 (Appendix E).
- Old Texaco Site Plans

Redevelopment Plan

The objectives and goals of the Redevelopment Plan are provided below:

Redevelopment Plan Objectives:

1. Eliminate blighting influences in the Project Area including deteriorating buildings, obsolete structures and other environmental, economic and social deficiencies; improve the overall appearance of buildings, streets, parking areas and other facilities, public and private.
2. Provide adequate streets, curbs, gutters and street lights and permit improved pedestrian and/or vehicular circulation in the Project Area.
3. Strengthen retail and other commercial functions throughout the Project Area.

4. Change the pattern of land use along the Huntington Drive "corridor" area by creating and encouraging a desirable setting for medium density residential development as well as sub-regionally oriented retail/commercial uses.
5. Provide adequate land for parking and open space.
6. Provide street furniture (benches, trash receptacles, etc.), landscaping, public plazas and thematic crosswalks to improve the aesthetic environment of the Project Area.
7. Preserve artistically, architecturally and historically worthwhile structures and sites.
8. Establish and implement criteria to assure high site design standards and environmental quality and other design elements which provide unity and integrity to the entire project.
9. Strengthen and upgrade existing residential uses.
10. Cause the undergrounding of unsightly overhead utility lines.

Redevelopment Plan Goals

1. Implement the land uses and concepts of the General Plan and the Zoning Ordinance as may be amended from time to time.
2. Provide adequate public improvements, public facilities, open spaces and utilities which cannot be remedied by private or governmental action without redevelopment.
3. Assure that buildings are safe for persons and businesses to occupy.
4. Encourage cooperation and participation of residents, businesspersons, public agencies and community organizations in revitalizing the area.
5. Encourage private sector investment in development of the area.
6. Promote the economic wellbeing of the area by encouraging diversification of its commercial base.
7. Promote development of local job opportunities.
8. Provide for relocation assistance and benefits to area businesses and residences, which may be displaced, in accordance with the provisions of Redevelopment Law and the Government Code of the State of California.
9. Make provision for housing as is required to satisfy the needs and desires of various age, income and ethnic groups of the community, maximizing opportunity for individual choice.
10. Provide a procedural and financial mechanism by which the Agency can assist, complement and coordinate public and private development, redevelopment, revitalization and enhancement of the community.

Implementation Plan

The goals and objectives of the Implementation Plan match those of the Redevelopment Plan. However, the following property-specific programs mentioned in the Implementation Plan are as follows:

Retail Project (NWC Huntington Drive and Buena Vista) – Parcels 15 – 16

This property is also referred to as the Old Texaco Site. The goal is to develop the property with approximately 4,500 square feet of restaurant and retail space.

SEC of Huntington Drive and Mountain Avenue – Parcels 17 – 19
The area north of the Best Buy center, west of Mountain Vista Plaza (Target) shopping center, south of Huntington Drive and east of Mountain Avenue consists of a mix of commercial, industrial, single-family residential and multi-family residential. There are multiple ownerships and much of the area is blighted. The goal for the property is to extend the commercial developments to the south and east with additional retail and possibly residential opportunities.

Long-Term Planned Use / Disposition of Each Property

As required by Health & Safety Code Section 34191.5(c)(2), the LRPMP identifies that:

- None of the parcels are needed to be retained for purposes of fulfilling an enforceable obligation;
- Nine (9) of the properties (18 legal parcels) are dedicated for governmental use purposes;
- One (1) property (two legal parcels) is to be liquidated or held for approved redevelopment plan projects; and
- One (1) of the properties is to be held for approved redevelopment plan projects.

Properties to be Retained for Governmental Use
The following summarizes the properties to be retained for governmental use:

Property	Parcel #s	Recipient	Estimated Current Value	Sales Price to Recipient
North City Yard	1, 2, 3	City	$0	$0
Duarte Plaza Park	4	City	$0	$0
Hacienda Park	5, 6, 7	City	$0	$0
Duarte Senior Center	8	City	$0	$0
Un-Contiguous Landscaped Walkways	9, 10, 11, 12, 13, 14	City	$0	$0
Wal-Mart Fragment	20	City/Mountain Vista Plaza Partnership	$0	$0
Landscape Strip Adjacent to LA County Library	21	County	$0	$0
School District Administration Office	22	School District	$0	$0
Northview Athletic Field	23	School District	$0	$0

North City Yard
The three parcels are zoned as Public Facility and are improved with a 2,266 square foot office building and a parking lot. The cost to upgrade the building to be handicapped accessible is estimated at $200,000, which exceeds value of building. The parcels will transfer to the City at no cost, which is the same as the effective current value.

Duarte Plaza Park
This parcel is zoned as Open Space. The City is responsible for the maintaining the property. The parcel will be transferred to the City at no cost, which is the same as the effective current value. Parcel is located across the street from City Hall.

Hacienda Park
This City park has been in existence since 1978 and is zoned as Open Space. The City is responsible for maintaining the property. The parcel will be transferred to the City at no cost, which is the same as the effective current value.

Duarte Senior Center
Parcel 8 is the City's Senior Center. The property is zoned as Public Facility and the City is responsible for maintaining the property. The parcel will be transferred to the City at no cost, which is the same as the effective current value.

Un-Contiguous Landscaped Walkways
During a search of properties owned by the former Agency, the City discovered that four parcels remain in the name of the former Agency but should have been transferred to the appropriate party but was not due to administrative error.

These parcels are fragments throughout the Las Lomas Villas, a residential development. As a requirement for the development, the walkways were created and are now maintained by the City. While the neighborhood pays into a landscape maintenance district, the costs to maintain the parcels is usually higher than the assessments generated. The parcels will be transferred to the City at no cost, which is the same as the effective current value.

Wal-Mart Fragment
The former Redevelopment Agency and Mountain Vista Plaza Partnership entered into the agreement that led to the sale of property on which Wal-Mart was developed in 1995. That sale included this remnant parcel that inadvertently was not included due to an administrative error. The sale of the various parcels that comprised the property on which the shopping center was developed included this remnant parcel and was included in the sale price paid to the former Redevelopment Agency. As such, this remnant parcel, which effectively is owned and maintained by Mountain Vista Plaza Partnership, must be transferred by the City to the shopping center owner. The parcel will be transferred to the City and then Mountain Vista Plaza Partnership at no cost, which is the same as the effective current value.

Landscape Strip Adjacent to LA County Library
This remnant parcel is an easement for access to the adjacent LA County Library. As such, the property will be transferred to the County at no cost, which is the same as the effective current value.

Duarte Unified School District Administration Site
This parcel was inadvertently not transferred to the Duarte Unified School District by Assessor error. In fact the Assessor Map labels the parcel as school use. The parcel is a portion of Duarte School District Administration building and adjacent driveway. As a part of the LRPMP, the parcel will be transferred to the Duarte Unified School District at no cost, which is the same as the effective current value.

Northview Middle School Athletic Field
This parcel was inadvertently not transferred to the Duarte Unified School District by Assessor error. Again, the Assessor Map labels the parcel as school use. The parcel is a portion of the Northview School soccer field. As a part of the LRPMP, the parcel will be transferred to the Duarte Unified School District at no cost, which is the same as the effective current value.

Properties to be Sold
The following summarizes the properties to be sold:

Property	Parcel #s	Recipient	Estimated Current Value	Sales Price to Recipient
Old Texaco Site	15, 16	City/Future Developer	$414,222 - $536,052	Reuse Value to be determined

Old Texaco Site
The Successor Agency is currently in negotiations with an adjacent property owner, WRI Golden State, LLC, for the sale of the parcels as a commercial site with the existing concept plans included. This property has the potential to be included as a development piece tied to the comprehensive mixed-use project that is desired to the east on the Big Lots center property and adjacent properties. The proceeds from the sale at a reuse value to be determined by an appraisal will be distributed to the Taxing Entities.

If the sale to WRI Golden State, LLC does not occur, the property will be transferred to the City for future development in accordance with the Implementation Plan. The City will prepare a request for proposals for the property to be purchased at the reuse value. Finally, if the City is unable to find a buyer for the property that will comply with the existing concept plans, the City will separately market the two parcels. The proceeds from the sale of these parcels after the transfer to the City will be subject to a Compensation Agreement that the City will have entered into with the Taxing Entities prior to the transfer to the City.

Properties to be Retained for Future Development

The following summarizes the properties to be retained for future development:

Property	Parcel #s	Recipient	Estimated Current Value	Sales Price to Recipient
Near SEC Huntington & Mountain	17, 18, 19	City/Future Developer	$736,946 - $988,636	Reuse Value to be determined

Near SEC Huntington & Mountain

The parcels will be transferred to the City for future development in accordance with the Compensation Agreement that the City will enter into with the Taxing Entities. The property will be sold with a contingency that it be developed along with the 956 Huntington Drive property (the abutting single family home property in private ownership that is necessary). The property will be sold at a reuse value to be determined by an appraisal. The property may have value to the adjacent Mountain Vista Plaza shopping center ownership and that ownership would be contacted to determine interest. Each of these options is in keeping with the Implementation Plan.

Implementation Steps

The following summarizes the steps to transfer the properties as government use, or for future development.

Government Use

The Successor Agency, upon approval of this LRPMP, promptly will affect the transfer of the government use properties to the applicable public entity by grant deed or quitclaim deed.

For Sale

The Successor Agency, upon approval of this LRPMP, will conclude negotiations for the Old Texaco site with the adjacent property owner. If the negotiations are successful, the proceeds from the sale will be distributed to the Taxing Entities. However, if the negotiations are not successful, the Successor Agency will transfer the property to the City for future development in accordance with a Compensation Agreement with the Taxing Entities.

Properties to be Retained for Development – Guidelines for Future Development

The City will enter into a Compensation Agreement with the other taxing entities as is required under HSC Section 34180(f) to provide payments to them in proportion to their share of the base property tax for the value of the property retained. While this agreement has yet to be executed, the City intends to enter into one prior to the transfer of the property to the City.

Upon transfer pursuant to this LRPMP, the City will cause the properties to be developed in accordance with the following principals and guidelines:

1. Qualified Real Estate Developer. Each property will be disposed of to a qualified real estate developer (Developer) with the experience and financial capability to timely acquire and develop the property in accordance with an approved Disposition and Development Agreement (DDA) or other type of agreement. The Developer will be selected through an appropriate selection process involving solicitation of interested prospective developers through a request for qualifications (RFQ), Request for Proposals (RFP), qualified bid or similar selection process.
2. DDA or Other Type of Agreement. Each property will be disposed of and developed pursuant to an approved DDA. The purchase price or lease payments to be paid by the Developer of each property under the DDA will equal not less than either the fair market value of the property or the fair reuse value of the property at the use and with covenants and conditions and the development costs authorized pursuant to the DDA, as determined by formal action of the Successor Agency. Among other provisions, each DDA will require the Developer to:
    a. Meet specified pre-disposition conditions demonstrating its readiness and ability to commence construction;
    b. Develop the property in accordance with the General Plan and the specific land use entitlements granted by the City; and
    c. Commence and complete construction of the approved development within specified deadlines.
3. Legislative Body Approval. The Developer, the DDA and any substantial amendment to the DDA for each property will be subject to approval by the City Council at a public meeting duly noticed in accordance with the notices and procedures described in Health and Safety Code Section 33433(a).

While the timing of disposition and development of each property will depend on market conditions and interest of the private real estate development and financing community, it is currently anticipated that such disposition and development may occur generally in accordance with the following process:

OVERSIGHT BOARD RESOLUTION NO. OB-14-08

A RESOLUTION OF THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO THE DISSOLVED REDEVELOPMENT AGENCY OF THE CITY OF DUARTE APPROVING THE LONG RANGE PROPERTY MANAGEMENT PLAN (JUNE 2014 REVISION) PURSUANT TO HEALTH AND SAFETY CODE SECTION 34191.5

WHEREAS, as part of the 2011-12 State budget bill, the California Legislature enacted and the Governor signed, from the 2011-12 First Extraordinary Session, Assembly Bill X1 26 ("AB X1 26"), requiring that each redevelopment agency be dissolved; and

WHEREAS, on December 29, 2011, the California Supreme Court upheld the validity of AB X1 26 and modified certain of the dates pertaining to actions related to the dissolution of redevelopment agencies; and

WHEREAS, as of February 1, 2012, the Redevelopment Agency of the City of Duarte ("RDA") was dissolved pursuant to the provision of AB X1 26; and

WHEREAS, the City Council of the City of Duarte by operation of law and by action duly and regularly taken became the successor agency to the dissolved redevelopment agency ("Successor Agency"); and

WHEREAS, the State Legislature enacted and the Governor signed into law, effective June 27, 2012, Assembly Bill 1484 ("AB 1484"), which amended AB X1 26; and

WHEREAS, among its provisions, AB 1484 requires the Successor Agency to prepare for Oversight Board approval, and thereafter submission to the California Department of Finance for approval, a "long range property management plan" pursuant to Health and Safety Code Section 34191.5, which plan, among other required information, is to identify real properties owned by the former RDA and the proposed disposition of those properties; and

WHEREAS, pursuant to the requirements of Health and Safety Code Section 34191.5, the Successor Agency has prepared a Long Range Property Management Plan; and

WHEREAS, the Long Range Property Management Plan was presented for review and approval to the Board of the Successor Agency at its meeting of August 27, 2013, and at that meeting the Board of the Successor Agency approved the Long Range Property Management Plan as presented and recommended Oversight Board approval of same; and

WHEREAS, the Oversight Board to the Successor Agency has been appointed pursuant to Health and Safety Code Section 34179; and

WHEREAS, the Successor Agency has presented the Long Range Property Management Plan as described above to the Oversight Board for its approval pursuant to Health and Safety Code Section 34191.5;

WHEREAS, the Oversight Board reviewed and approved the Long Range Property Management Plan at its September 9, 2013 meeting and the document was submitted to the State for review and this revision is to address comments made in the process of that review;

NOW, THEREFORE, the Oversight Board resolves as follows:

Section 1. The foregoing Recitals are incorporated herein and made a part hereof.

Section 2. The Long Range Property Management Plan (June 2014 Revision), attached as Exhibit "A" to this Resolution, is hereby approved.

Section 3. The Oversight Board authorizes and directs the Successor Agency staff to (1) make any technical and clerical corrections or modifications to the Long Range Property Management approved pursuant to this Resolution as necessary to submit the Long Range Property Management Plan to the California Department of Finance no later than six months after the Successor Agency's receipt, pursuant to Health and Safety Code Section 34179.7, of a Finding of Completion from the Department of Finance; and (2) thereafter respond to any inquiries and make such other and further revisions to the Long Range Property Management Plan in response the Department of Finance's review, and ultimately obtain approval from the Department of Finance of the Long Range Property Management Plan.

PASSED, APPROVED, AND ADOPTED by the Oversight Board this 2nd day of June, 2014.

Chair John Fasana

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

I, Marla Akana, Secretary to the Oversight Board, hereby certify that the foregoing resolution was duly adopted at a regular meeting of the Oversight Board, held on the 2nd day of June, 2014, by the following vote:

AYES: Board Members: Bauler, Burnett, Cheng, Golding, Kirchner, Fasana

NOES: Board Members: None

ABSENT: Board Members: None

Marla Akana
Secretary, Oversight Board

DUARTE SUCCESSOR AGENCY
LOS ANGELES COUNTY
LONG RANGE PROPERTY MANAGEMENT PLAN - PROPERTY INVENTORY DATA

	No.	Property Type	Permissable Use	Permissable Use Detail	Acquisition Date	Value at Time of Purchase	Estimated Current Value	Value Basis	Date of Estimate	Proposed Sale Value	Proposed Sale Date	Purpose for which property was acquired	Address	APN #	Lot Size	Current Zoning	Estimate of Income/ Revenue	Contractual Requirements	Enviornmental History	TOD Potential	Advancement of planning objectives of the successor agency	History of previous development proposals and activity
1	**North City Yard**																					
	1	Offices	G	Transfer to City	8/19/2005	$649,000	$0	Existing Use	9/30/2011	$0	ASAP	City Hall annex / Field Services Division	1101 Oak Avenue	8530-011-913	17,029	Comm / Ind	None	None	None	None	N/A	None
	2	Offices												8530-011-914								
	3	Offices												8530-011-915								
2	**Duarte Plaza Park**																					
	4	Park	G	Transfer to City	1/23/2007	$632,828	$0	Existing Use	9/30/2011	$0	ASAP	City Park	1569 Huntington Drive	8530-017-906	8,371	Open Space	None	None	None	None	N/A	None
3	**Hacienda Park**																					
	5	Park	G	Transfer to City	11/16/1978	$44,771	$0	Existing Use	9/30/2011	$0	ASAP	City Park	2695 Hacienda Drive	8610-001-900	24,674	Open Space	None	None	None	None	N/A	None
	6	Park												8610-001-901	20,598							
	7	Park												8604-009-910	36,130							
4	**Duarte Senior Center**																					
	8	Sr. Center	G	Transfer to City	4/28/1988	$11,475	$0	Existing Use	9/30/2011	$0	ASAP	City Senior Center	1610 Huntington Drive	8530-022-909	20,863	Public Facility	None	None	None	None	None	None
5	**Non-Contiguous Landscaped Walkways**																					
	9	Landscaped Walkways in a Residential Community	G	Transfer to City	2/15/1978	$4,074	$0	Existing Use	4/22/2014	$0	ASAP	Landscape area	No Address	8604-007-953	2,000	R-3	None	None	None	None	None	Developed as part of residential project
	10				2/15/1978									8604-007-954	2,340							
	11				2/15/1978									8604-007-959	1,122							
	12				2/15/1978									8604-007-964	2,380							
	13				2/15/1978									8604-007-969	1,239							
	14				5/17/1979									8604-021-939	1,226							
6	**Old Texaco Site**																					
	15	Lot/Land	For Sale	Commercial Development	5/24/2004	$1,052,030	$414,222 - $536,052	Reuse Comps	4/22/2014	Reuse Value TBD	ASAP	Commercial Development	1263 Huntington Drive	8530-003-930	24,866	G-C	None	None	None	None	Yes	No activity due to economy
	16	Lot/Land												8530-003-931								
7	**Near SEC Huntington & Mountain**																					
	17	Lot/Land	FD	Assembly for larger project	8/14/2001	$1,195,522	$763,946 - $988,636	Reuse Comps	4/22/2014	Reuse Value TBD	ASAP	Assembly for larger project	946 Huntington Drive	8530-013-902	44,938	G-C	None	None	None	None	Yes	None due to still assembling properties
	18	Lot/Land			7/15/2008								952 Huntington Drive	8530-013-903								
	19	Lot/Land			8/14/2001								962 Huntington Drive	8530-013-904								
8	**Wal-Mart Fragment**																					
	20	Landscaping and parking	G	Transfer to City	1/23/1995	$124,881	$0	Undevelop-able land	4/22/2014	$0	ASAP	Landscaping and parking	No Address	8528-001-901	10,831	Mountain / Evergreen SP	None	None	None	None	N/A	Developed as part of Wal-Mart
9	**Landscape Strip Adjacent to LA County Library**																					
	21	Parking lot	G	Transfer to County	11/14/1997	$1,872	$0	Undevelop-able land	4/22/2014	$0	ASAP	Parking lot	No Address	8530-016-916	3,403	Commercial Freeway	None	None	None	None	N/A	Developed as part of CarMax
10	**Duarte Unified School District Administration Offices**																					
	22	Office	G	Transfer to Duarte Unified School District	2/29/1988	$26,838	$0	AV	4/22/2014	$0	ASAP	School District offices	1634 Huntington Drive	8530-022-906	48,787	Public Facility	None	None	None	None	N/A	Developed as part of school district offices
11	**Northview Middle School Athletic Field**																					
	23	Athletic Field	G	Transfer to Duarte Unified School District	6/18/1990	$5,335	$0	AV	4/22/2014	$0	ASAP	Northview Middle School	1417 Highland Avenue	8530-023-906	9,700	Public Facility	None	None	None	None	N/A	Developed as part of Northview Middle School project

Prepared by: Keyser Marston Associates, Inc.
Filename: Duarte Inventory Matrix - 05.27.14; Sheet1; jfr

DEPARTMENT OF FINANCE

EDMUND G. BROWN JR. • GOVERNOR

915 L STREET ■ SACRAMENTO CA ■ 95814-3706 ■ WWW.DOF.CA.GOV

June 20, 2014

Ms. Kristen Petersen, Assistant City Manager
City of Duarte
1600 Huntington Drive
Duarte, CA 91010

Dear Ms. Petersen:

Subject: Long-Range Property Management Plan

Pursuant to Health and Safety Code (HSC) section 34191.5 (b), the City of Duarte (Agency) submitted a Long-Range Property Management Plan (LRPMP) to the California Department of Finance (Finance) on November 14, 2013. The Agency subsequently submitted a revised LRPMP to Finance on June 5, 2014. Finance has completed its review of the LRPMP, which may have included obtaining clarification for various items.

The Agency received a Finding of Completion on October 23, 2013. Further, based on our review and application of the law, we are approving the Agency's use or disposition of all the properties listed on the LRPMP.

In accordance with HSC section 34191.4, upon receiving a Finding of Completion from Finance and approval of a LRPMP, all real property and interests in real property shall be transferred to the Community Redevelopment Property Trust Fund of the Agency, unless that property is subject to the requirements of an existing enforceable obligation. Pursuant to HSC section 34191.3 the approved LRPMP shall govern, and supersede all other provisions relating to, the disposition and use of all the real property assets of the former redevelopment agency.

Agency actions taken pursuant to a Finance approved LRPMP which requires the Agency to enter into a new agreement are subject to oversight board (OB) approval per HSC section 34181 (f). Any OB action approving a new agreement in connection with the LRPMP should be submitted to Finance for approval.

Pursuant to HSC section 34167.5 and 34178.8, the California State Controller's Office (Controller) has the authority to claw back assets that were inappropriately transferred to the city, county, or any other public agency. Determinations outlined in this letter do not in any way eliminate the Controller's authority. Should the Controller claw back real property assets not contemplated in the existing approved LRPMP, the LRPMP must be revised to include these additional real assets. The revised LRPMP must be approved by the OB and Finance before the disposition of the clawed back assets can occur.

Please direct inquiries to Kylie Oltmann, Supervisor, or Brian Dunham, Lead Analyst at (916) 445-1546.

Sincerely,

Jennifer for

JUSTYN HOWARD
Assistant Program Budget Manager

cc: Mr. Dan Slater, City Attorney, City of Duarte
Ms. Kristina Burns, Manager, Department of Auditor-Controller, Los Angeles County
Ms. Elizabeth Gonzalez, Bureau Chief, Local Government Audit Bureau, California State Controller's Office
California State Controller's Office

Appraisal Report

946, 952, and 962 Huntington Drive
Duarte, California 91010

Los Angeles County
Assessor's Parcel Nos. 8530-013-902, -903, and -904

Date of Value:
December 8, 2014

Date of Report:
December 15, 2014

Prepared for:
Jeffrey T. Melching, Esq.
Rutan & Tucker, LLP
611 Anton Boulevard, 14th Floor
Costa Mesa, CA 92626

Prepared by
Hawran & Malm, LLC
901 Dove Street, Suite 155
Newport Beach, CA 92660

HAWRAN & MALM, LLC

REAL ESTATE APPRAISERS

Sydney H. Hawran, MAI
James C. Malm

901 Dove Street, Suite 155
Newport Beach, California 92660

Telephones:
(949) 477-4977
(800) 734-0074
Facsimile:
(949) 477-4976

December 15, 2014

Jeffrey T. Melching, Esq.
Rutan & Tucker, LLP
611 Anton Boulevard, 14th Floor
Costa Mesa, CA 92626

Re: Appraisal Report
946, 952, and 962 Huntington Drive
Duarte, California 91010
Los Angeles County
AP Nos. 8530-013-902, -903, and -904

File No. 7193

Dear Mr. Melching:

In accordance with your request, this writing transmits three copies of the narrative appraisal report concerning the above-referenced property. The report that follows describes the property involved in the project, its environs, the work carried out in this assignment, and our analysis and supporting data. This report utilizes a current date of value based on the recent inspection of the Subject Parcel.

This report was completed in accordance with the *Uniform Standards of Professional Appraisal Practice* of the Appraisal Foundation and in accordance with the "Standards of Professional Appraisal Practice" and the "Code of Professional Ethics" of the Appraisal Institute. This appraisal is reported as described in S.R. 2-2a of the *Uniform Standards of Professional Appraisal Practice.*

This report is subject to the "Certification and Restriction upon Disclosure and Use" as well as the "Contingent and Limiting Conditions upon Which Appraisal Is Made," which follow this letter.

Retained in our files are documents, photographs, maps, work sheets, field notes, and other data upon which our opinions are based.

The Appraisal Institute conducts a program of continuing education for its designated members. MAIs who meet the minimum standards of this program are considered current with this periodic education requirement. As of the date of this report, Sydney H. Hawran, MAI, has completed the requirements of the continuing education program for Designated Members of the Appraisal Institute.

The fair market value estimate for the Subject Parcel is summarized in the following Summary of Salient Facts and Conclusions.

Thank you for the opportunity to provide appraisal services.

Respectfully submitted,

HAWRAN & MALM, LLC

Sydney H. Hawran, MAI
State of California
BREA Certified General #AG018039

James C. Malm
State of California
BREA Certified General #AG026862

Subject Aerial Photograph

Summary of Salient Facts and Conclusions

Ownership	Successor Agency to the Dissolved Redevelopment Agency of the City of Duarte
Location	South side of Huntington Drive, east of Mountain Avenue Duarte, Los Angeles County, California
Address	946, 952, and 962 Huntington Drive Duarte, CA 91010
Assessor's Parcel Number	8530-013-902, -903, and -904
Date of Value	December 8, 2014
Date of Report	December 15, 2014
Interest Appraised	Fee simple interest
Present Use	Vacant commercial site
Site Area	The Subject Parcel valued herein, consisting of three Assessor parcels, totals ±43,793 square feet (±1.01 acre) in fee simple interest (calculations obtained from the legal description included in the latest quitclaim deed for the subject, Document No. 1612091 recorded 10/24/12, Los Angeles County records)[1].
Highest and Best Use	Commercial development
Value Conclusions	As of December 8, 2014 Value of Subject Parcel $767,300 Rounded to $767,000 This value equates to ±17.52 per square foot over the total 43,793-square-foot Subject site area.

[1] Los Angeles County Assessor's map indicates an area of 43,792.75 square feet or 1.01 acres. The City of Duarte reports the square footage in the Long Range Property Management Plan, dated August 20, 2013 as 43,887. We are using the legal description area in this valuation.

Certification and Restriction upon Disclosure and Use

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- James C. Malm provided significant real property appraisal assistance to the person signing this Certification in all areas of this appraisal.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have made a personal inspection of the property that is the subject of this report.
- As of the date of this report, I have completed the continuing education program for Designated Members of the Appraisal Institute.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

Date: December 15, 2014

Sydney H. Hawran, MAI
State of California
BREA Certified General No. AG018039

Certification and Restriction upon Disclosure and Use – James C. Malm

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- Sydney H. Hawran, MAI, provided significant real property appraisal assistance to the person signing this Certification in all areas of this appraisal.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have made a personal inspection of the exterior of the property that is the subject of this report.
- As of the date of this report, I have completed the continuing education program for Candidates of the Appraisal Institute and the California Bureau of Real Estate.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the "Code of Professional Ethics" and the "Standards of Professional Appraisal Practice" of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

Date: December 15, 2014

James C Malm

James C. Malm
State of California
BREA Certified General No. AG026862

HAWRAN & MALM, LLC

Contingent and Limiting Conditions upon Which Appraisal Is Made

This report is made expressly subject to the contingent and limiting conditions, factors, and assumptions herewith:

1. ***The Long Range Property Management Plan, Successor Agency to the Dissolved Redevelopment Agency of the City of Duarte, dated May 13, 2014, discusses the Subject Parcel noting that the property will be sold with a contingency that it be developed along with the abutting single-family home property in private ownership. In discussions with the City, this "contingency" is an "encouragement" to a buyer and not a firm legal requirement or restriction to the sale of the Subject. The Subject is valued herein based on this information, assuming no such legal restriction for sale of the site is in place.***
2. That the Subject's information furnished this appraiser is correct.
3. That measurements and areas furnished by others are correct. No survey has been made by the appraiser for the purpose of this appraisal.
4. That the property is appraised as if free and clear of liens and that the title is good and merchantable.
5. That no guarantee is made as to the correctness of estimates or opinions furnished by others that have been used in making this appraisal.
6. That no liability is assumed for inaccuracies in such estimates or opinions.
7. That no liability is assumed for matters of a legal nature affecting this property, such as title defects, liens, encroachments, or overlapping boundaries.
8. That this report is subject to review upon presentation of data that might be later made available, undisclosed, or not available at this writing.
9. That the appraisers herein, by reason of this appraisal, are not required to give testimony or attendance in court or any governmental hearing with reference to the property in question, unless arrangements have previously been made therefor.
10. That the maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied.
11. That no responsibility is assumed by the appraisers for the existence of any hazardous or toxic wastes, nor for the determination of the costs of removal and/or disposal thereof.

Contents

Summary of Salient Facts and Conclusions iv
Certification and Restriction upon Disclosure and Use v
Contingent and Limiting Conditions upon Which Appraisal Is Made vii
General Data 1
- Purpose of the Appraisal 2
- Date of Value 2
- Property Rights Appraised 2
- Intended Use/User of This Appraisal 2
- Scope of the Appraisal 2
- Definitions 3
- Report Format 4
- Environs 6

Subject Property 15
- Subject Assessor's Map 16
- General 17
- Owner Apparent 17
- Property Location 17
- Property History 17
- Legal Description 18
- Assessor's Data 18
- Zoning/General Plan 18
- Present Use and Occupancy 18
- Inspection Date 19
- Site Description 19
- Highest and Best Use 20
- Subject Photographs 22

Approach to Value 25
- Valuation Methodology 26
- Scope of the Appraisal Market Data Investigation 26
- Comparable Sales Search 27
- Sales Analysis 27
- Foreword 31

Valuation 32
- General 33
- Sales Comparison Approach 33
- Commercial Land Sales Comparison Grid 34
- Value Summary 36

Market Data 37
- Market Data Map – Commercial Land Sales 38
- Market Data Summary – Commercial Land Sales 39

Addenda 48
- Quitclaim Deed 49
- Long Range Property Management Plan of the City of Duarte 59
- Appraisers' Qualifications 89

General Data

Purpose of the Appraisal

The purpose of this appraisal is to set forth an estimate of and support for the Fair Market Value of the fee simple interest of the Subject Parcel proposed for disposition as of the *current inspection date of value.* The Subject Parcel is an irregular U-shaped interior commercial lot made up of three Assessor parcels containing a total of ±43,793 square feet.

Date of Value

The current date of value for the estimate contained in this report is the inspection date of December 8, 2014. The appraisal investigation, the analysis of relevant data, and the completion of this report were undertaken during December 2014. The report date is December 15, 2014.

Property Rights Appraised

The property rights of the Subject Parcel appraised are the Fair Market Value of the fee simple estate. The property rights appraised assume the Subject Parcel to be free and clear of all liens, under responsible ownership and management, and having merchantable title. Subsurface oil and mineral rights, if any, are excluded from this appraisal, as are business interests inclusive of goodwill.

Intended Use/User of This Appraisal

The intended use of this appraisal is to provide the client with a valuation basis for the agency's disposition process. The intended users include the addressed client, counsel to the City of Duarte, and counsel's designated agents. The appraisers understand that the State of California Department of Finance may be furnished with a copy of this report. No other uses of this document are intended by the appraisers.

Scope of the Appraisal

The Subject Parcel valued in this report is defined by the ±43,793 square feet within Los Angeles County APNs 8530-013-902, -903, and -904. The Subject Parcel is highlighted on the Assessor's Map in the Subject section of this report (page 16).

This document is a narrative appraisal subject to the reporting requirements defined by the Uniform Standards of Professional Appraisal Practice (USPAP). The scope of the appraisal was to value the Subject Parcel as land only as of a current date of value coinciding with the date of inspection.

As the scope of this appraisal includes a valuation of land only, the Sales Comparison Approach was utilized exclusively in the Subject Parcel valuation analysis herein. A Cost Approach analysis was not completed in the valuation of the Subject Parcel, as it is not considered applicable to valuation of land in this market. An Income Approach was also not considered applicable in this valuation of the Subject Parcel, because the Income Approach is not considered applicable to land valuation in this market.

The scope of work in this appraisal included a Subject Parcel inspection and analysis. The Subject analysis included discussions with the Community Development Director of the City of Duarte and a review of the Subject's history and current legal uses and restrictions.

According to the Community Development Director for the City of Duarte, Mr. Craig Hensley, AICP, the Subject site has been offered for sale for at least six years with no firm offers. Given its irregular shape and interior location, the Subject is not conducive to immediate commercial development. The Subject is U-shaped, its northerly (frontage) half separated by an existing single-family residence on a lot of ±11,330 square feet. To maximize the development potential of the Subject, acquisition of the existing single-family residence dividing the site will be necessary. Further development impediments for the Subject include its grade, which slopes southerly in the ±402-linear-feet-deep lot and its existing limited access along Huntington Drive. The location of the Subject site is also hampered by its immediate environs, as its easterly boundary abuts the service lane to the rear of a shopping center, and its westerly boundary adjoins a developed multi-residential project. Southerly, the Subject is bordered by a single-family residential tract. These environs leave little or no chance of subject assemblage to the exterior bordering properties. Given the Subject's analysis completed in the appraisal process, the site's value was estimated using commercial sale sites found in the local market that exhibited less than optimal development qualities, including circuitous access, interior site access, and non-signalized locations.

The investigation of market transactions of comparable commercial sales included a physical viewing of each market data item used in the sales comparison analysis.

Because a current inspection date of value was used in this appraisal, all market data and trend information were sought to reflect this time period. Due to the scarcity of current comparable sales, the search was extended back in time.

The value conclusions set forth in this report are based on the previously described information and field inspections of the Subject's environs. Property detail information was obtained from the City of Duarte, the Recorder's Office of the County of Los Angeles, our inspection of the Subject Parcel, and the Assessor's office of the County of Los Angeles, which supplied general information regarding the Subject and the comparable sale properties.

Definitions

The following terms are defined pursuant to Part 3, Title 7, Chapter 9 of the *California Code of Civil Procedure*, entitled "Eminent Domain Law."

Fair Market Value

Article 4: Measure of Compensation for Property Taken

1263.320 (a) The fair market value of the property taken is the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

(b) The fair market value of the property taken for which there is no relevant, comparable market is its value on the date of valuation as determined by any method of valuation that is just and equitable.

The following definitions are taken from *The Dictionary of Real Estate Appraisal*, Fifth Edition, published in 2010 by the Appraisal Institute.

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.

Parcel

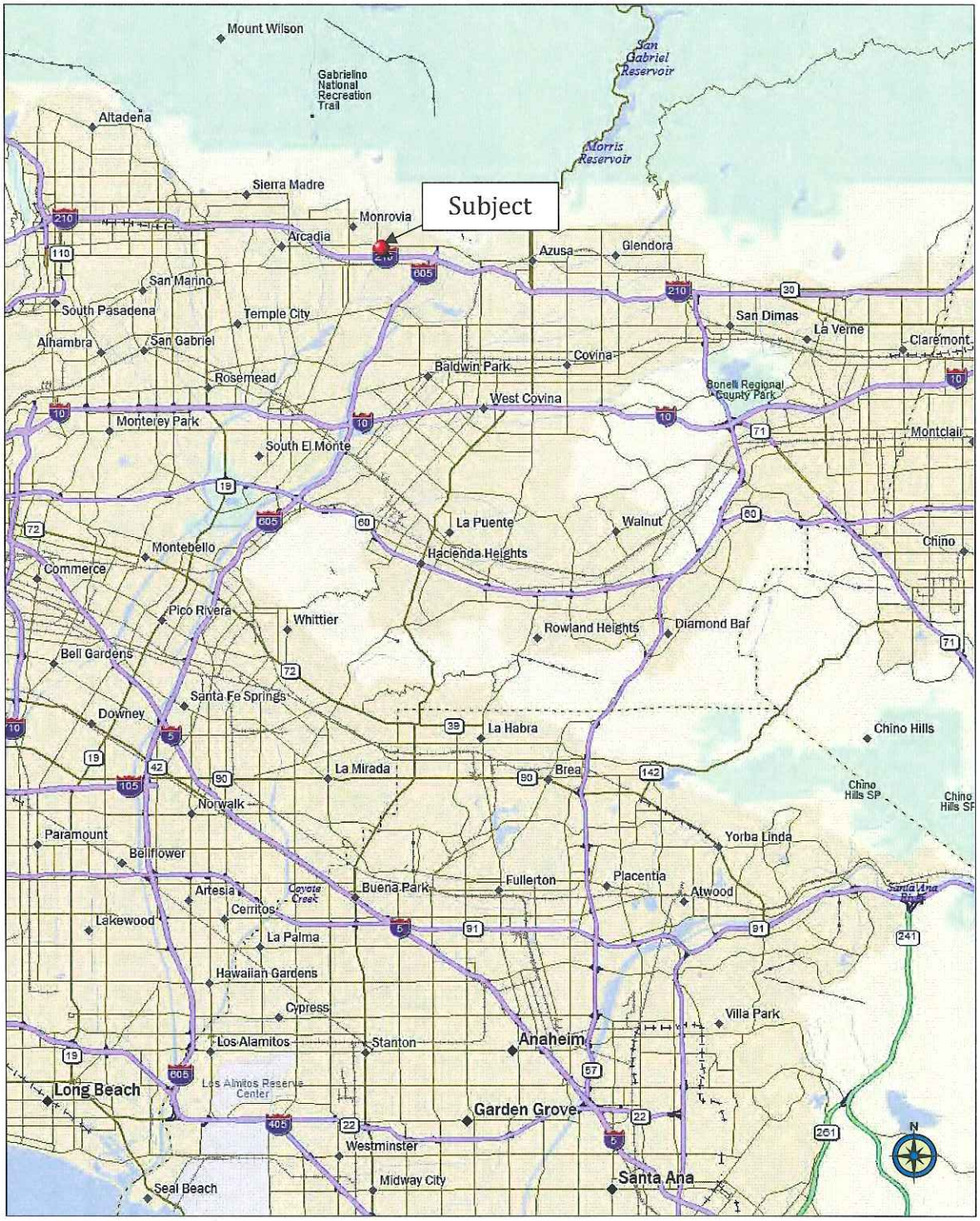
A piece of land of any size in one ownership.

Report Format

This appraisal report is presented in Summary Format and includes the following six basic sections.

1. **General Data** – This section contains background data related to the appraisal assignment inclusive of descriptions of the economic trends in the County of Los Angeles and the City of Duarte, the Subject's neighborhood, and exhibits of a general nature.
2. **Subject Property** – This section contains a physical description of the Subject Property. It also contains a discussion and direct application of the highest and best use aspects of the Subject Parcel. Subject exhibits are included in this section.
3. **Approach to Value** – This section contains a discussion of the three traditional approaches to value and their respective applications in this assignment, and a discussion related to the scope of the appraisal market data investigation.
4. **Valuation** – The valuation analyses, opinions, and conclusions of the Subject Parcel are presented in this section.
5. **Market Data** – This section contains details of the transactions used as market data in the valuation analysis herein. It includes photographs and accompanying Assessor's plat maps.
6. **Addenda** – This section contains the appraisers' qualifications and additional information contributing to the analysis herein.

Location Map



Environs

The Subject Parcel is an interior commercially zoned property located along the south side of Huntington Drive in the City of Duarte in the Foothill Corridor of the Greater Los Angeles Basin area.

Regional Overview

With more than 10 million residents countywide (26% of the entire population of California) recent population growth in Los Angeles County has stabilized, and only a 0.8% increase over the 2013-2014 period is shown. This growth echoes the same trend for the state and the City of Duarte, shown below.

Percent Change in Total Population Growth 2013-2014

California	0.9%
Los Angeles	0.8%
Duarte	0.5%

Source: State of California Economic Development Department

However, the slower population growth in the area is not a trend reflected in local unemployment rates, which have fallen year-over-year from 2013 to 2014 as follows.

Unemployment Rate 2013-2014

	2013	2014
California	10.3%	6.9%
Los Angeles	9.6%	7.8%
Duarte	6.7%	5.4%

Source: State of California Economic Development Department

These population and employment figures indicate a stabilized residential base with continuing growth in employment.

These are not the only demographic trends representing an improving economy in the Los Angeles County and local area for the Subject. Housing permits, with retail building permits following, have grown year-over-year since 2012, though the statistics do not yet reach the pre-recession era number of permits issued in the 2005-2006 period. With construction lending dollars in the county finally increasing, aided by stable interest rates, new home sales and sales of existing residences have increased along with their pricing.

	Median Price Sept. 2014	% Change from Sept. 2013
Los Angeles County	480,000	7.9%
Duarte	407,000	19.0%

Source: DataQuick

Affordability of housing in the region, and specifically in the Subject's Foothill Corridor area, may be the one cloud over improving economic conditions reported, even considering the higher-than-state income levels seen in the region.

	Median Household Income
State of California	$61,400
Los Angeles County	$64,800
Duarte	$63,160

Source: U.S. Census Bureau and State of California Department of Housing and Urban Development

City of Duarte Overview

The small but stabilized population (21,668) of the City of Duarte benefits from services provided by a General Fund of $13,203,700 (2014-2015 budget). The City is anticipating increased revenues from sales of consumer goods, including autos/ transportation, restaurant income, business and industry, as well as construction and building. Of note in the budget is the expected drop in sales tax revenue previously earned from fuel and service stations due to reduced consumption by area drivers. The largest dollar income budgeted is sales and use tax, which is nearly five times the budgeted property tax amount. This large dollar amount of sales and use tax (budgeted) is only a 5.8% increase from 2013, and has been a stable amount in past City budgets, indicating a large consumer base for the City.

Like most Foothill Corridor cities, a large part of the local population commutes to Los Angeles business centers via a strong base of freeway corridors (I-210 and I-605), but looks forward to the extension of the Foothill Gold Line rail commuter project segment from Pasadena to Azusa planned for completion in September 2015. Until that time, alternate routes, including Huntington Drive, will continue to be heavily traveled. However, the Subject's neighborhood is not just a "commute out" bedroom community. It has the economic support of several major employers, including the City of Hope (3,551 employees). Duarte's retail trade (1,144 employees) and professional/scientific/ management services (1,086 employees) follow as large employment groups.

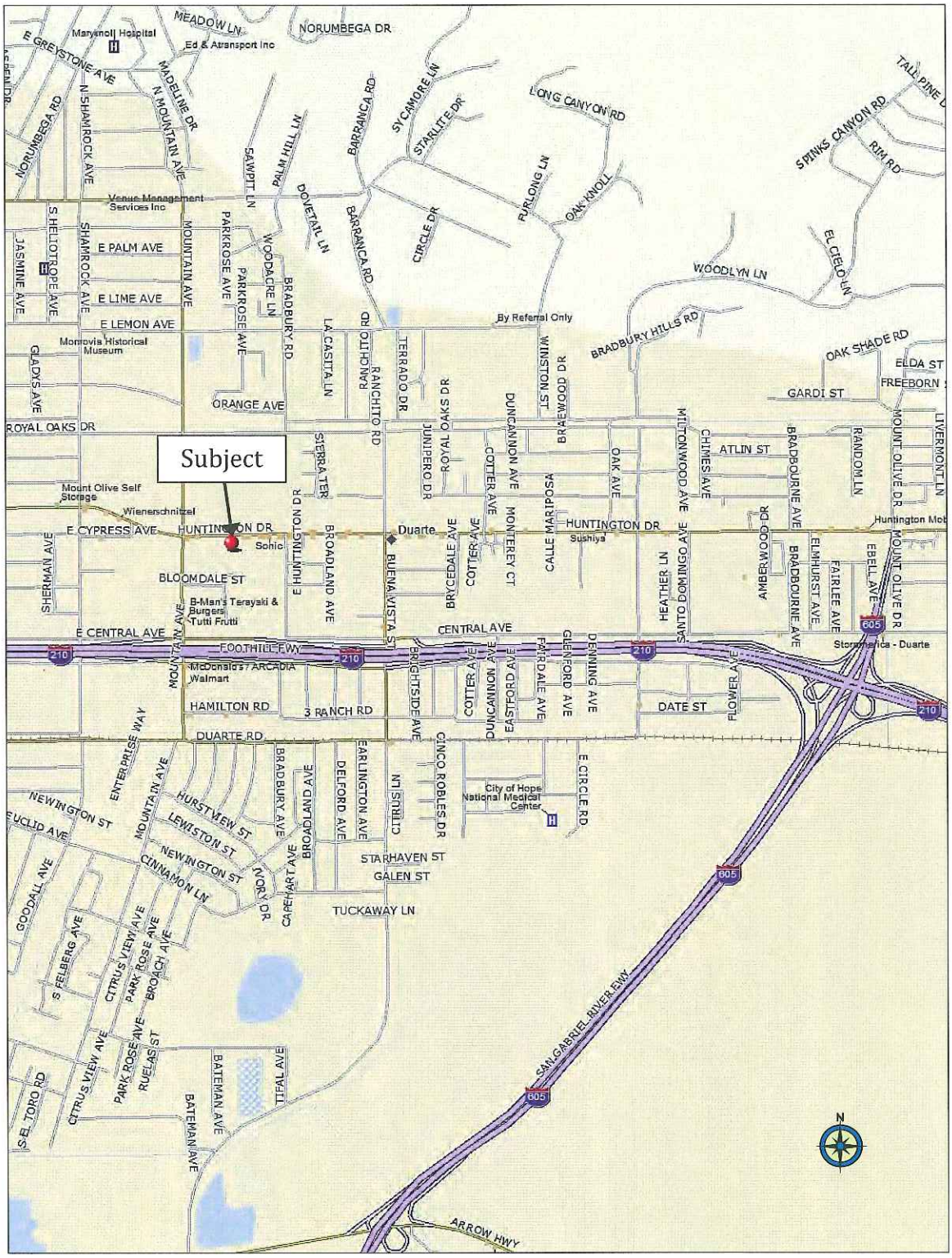
Twenty-two percent of Duarte's residents are over 18 years of age, and the City has a home ownership rate of 70.4%. This boosts the consumer profile of the area along with the low unemployment rate, discussed previously, at 5.4%.

Subject Environs

Located along the south side of a major thoroughfare in the San Gabriel Valley – Huntington Drive just east of Mountain Avenue – the Subject Parcel is surrounded predominantly by retail development. Huntington Drive west of the Subject, toward Monrovia, has stand-alone retail, fast food, and motel properties intermixed with developed multi-family residential projects.

Easterly of the Subject along Huntington Drive toward Azusa, more commercial uses are seen, such as the Mountain Vista Plaza (Target), intermixed with residential and community uses.

Vicinity Map



Important to the Subject environs are the Mountain Avenue/I-210 interchange ramps located less than one-third mile south of the Subject. The area also benefits from the 100+ acre City of Hope Medical Center campus situated ±1 mile southeast of the Subject, which employs over 3,500 people.

The Subject is an interior site on the south side of the parkway-median-divided section of Huntington Drive just east of Mountain Avenue. Its west side abuts the Vista Montana multi-family residential development, and its east side adjoins the rear service access of the Mountain Vista (Target) Plaza. The Mountain Vista Plaza, built in the 1980s, is a 172,175-square-foot power center. New development in the area leans toward stand-alone service/retail inclusive of fast food restaurants (Del Taco), drug stores (Walgreen's), and car wash buildings (Xpress Carwash).

The Subject environs southerly is an incongruous mix of a small development tract of single-family residences (circa 1950) and a Best Buy-anchored shopping center fronting Interstate 210 and South Mountain Avenue. Another major retail center, anchored by a new Walmart store, is southerly along Mountain Avenue below the ramp system to Interstate 210.

The "odd man out" in the Subject's immediate environs is the existing older single-family residence that divides the Subject at its Huntington Drive frontage. This older residence is set far back from the traffic lanes on Huntington Drive and appears to have two structures on its site. There is poorly maintained asphalt and landscaping on the remaining area of the lot.

The Subject environs, for the most part, is typical of established Foothill Corridor cities exhibiting a large amount of mixed commercial development along major thoroughfares surrounded by residential uses on local roadways.

Market Overview

The Subject's commercial location is within the Foothill Retail Corridor sub-market of the San Gabriel Valley retail market in the Greater Los Angeles area retail market. Comparatively, the 6.74% vacancy/availability of this San Gabriel Valley market is slightly higher than the market total for Los Angeles at 6.51%. The Los Angeles retail market overall has remained flat in 2014. Statistically, malls in the market showed the lowest vacancy rate (3.62%), while shopping centers had the highest vacancy rate at 6.67%.[2]

Generally, the Los Angeles retail market asking rental rates have risen $.07, up to $2.18 per square foot per month since early 2014.[3]

This positive indicator is expected to be aided by land constraints in the market, limiting supply. The Subject's San Gabriel Valley market is shown to have a $1.90 per square foot per month asking rental rate, falling into the lower range of the total Los Angeles market retail rental rate range.

---

[2] Voit Real Estate Service, Second Quarter 2014 Great Los Angeles Retail Report

[3] Greater Los Angeles Retail Market View, 3rd Quarter 2014, CBRE

These averages create an overall picture for the Subject's market in light of the economic indicators of growth in sales volumes, population, and income stability, as well as the continuing decline of the area unemployment. Los Angeles County accounts for nearly 5.5% of the nation's total retail sales with annual growth increases of 3.0% over the past 5 years. Conservative forecasts call for annual 3.5% increases over each of the next 5 years.

The Subject's retail market is older but less volatile given the area's stable residential base. Basic consumer goods and services are most prevalent, speaking to the make-up of the San Gabriel Valley consumer. The general commercial retail market is expected to remain fairly unchanged in the near future with conservative growth patterns for repositioned properties projected over the next few years.

Environs Photographs

Westerly view along Huntington Drive at the Subject property

Easterly view on Huntington Drive (Subject property frontage in the far right of photograph)

Environs Photographs

Southerly view of 956 Huntington Drive dividing the Subject property's frontage

Southerly view of service/rear entrance to Mountain Vista Plaza abutting the Subject property to the east

Environs Photographs

Southerly view from Huntington Drive of condominium project abutting the Subject property to the west

Northerly view of service/rear entrance to Mountain Vista Plaza abutting the Subject property to the east

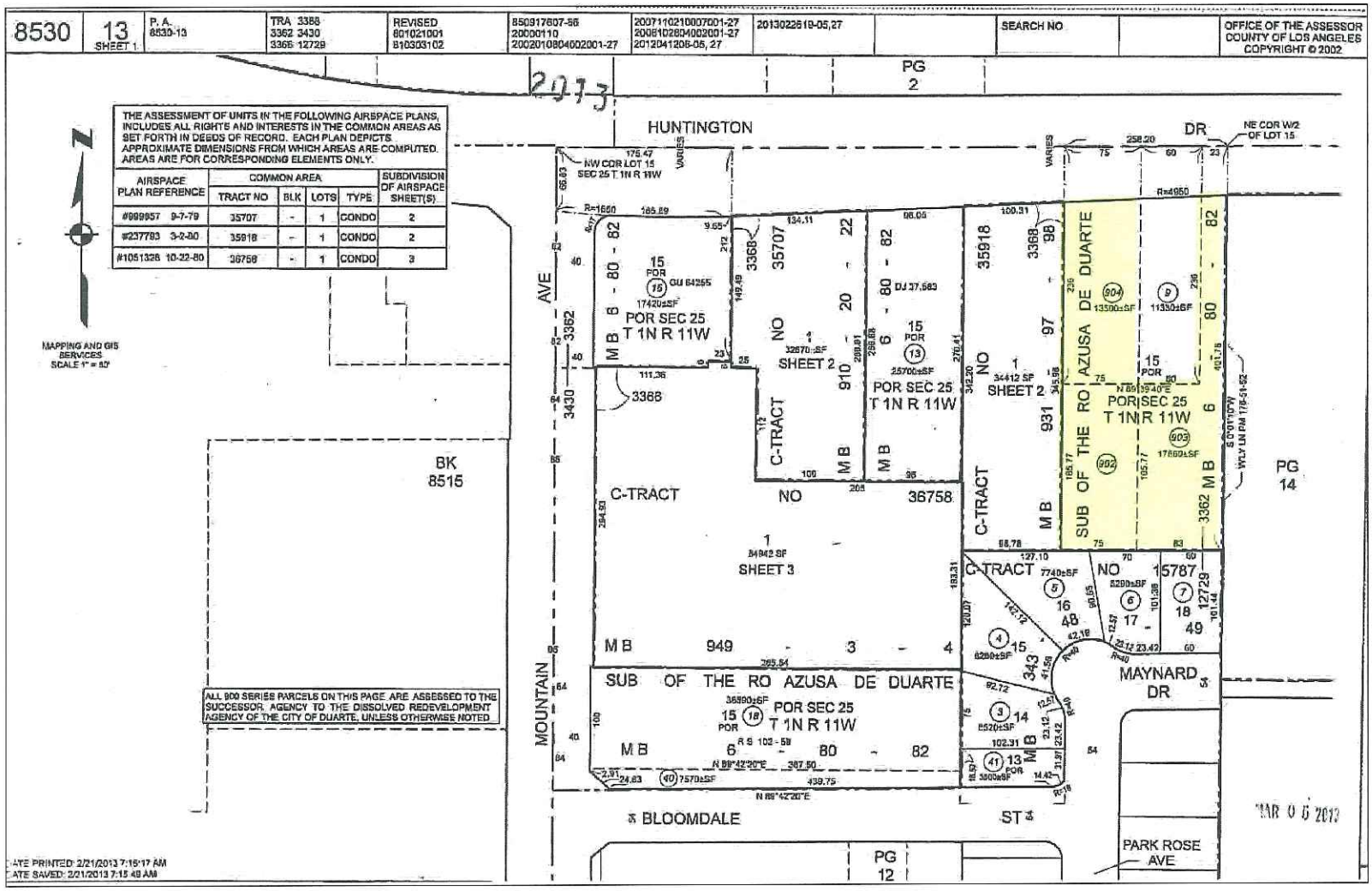
Environs Photographs

Northeasterly view along Huntington Drive from the Subject property

Northwesterly view along Huntington Drive from the Subject property

Subject Property

Subject Assessor's Map



General

The Subject Parcel is a vacant commercially zoned interior site located on the south side of Huntington Drive, east of Mountain Avenue in the City of Duarte. It is divided in its northern area (frontage to Huntington Drive) by a privately owned commercially zoned lot that remains improved with an old residential structure. This residentially improved lot separates the Subject into a U-shaped parcel.

Owner Apparent

Successor Agency to the Dissolved Redevelopment Agency of the City of Duarte

Contact Information:

Mr. Craig Hensley, AICP
Community Development Director
1600 Huntington Drive
Duarte, CA 91010
626-357-7931

Property Location

946, 952, and 962 Huntington Drive, Duarte 91010

The Subject is an interior site along the Foothill Corridor of the northeastern Los Angeles County basin known as the San Gabriel Valley. This corridor stretches from the San Bernardino/Los Angeles County line westerly from La Verne to Pasadena along the I-210 (Foothill) Freeway.

Property History

The current ownership, Successor Agency to the Dissolved Redevelopment Agency of the City of Duarte, acquired the Subject site in 2012 by quit claim (Document No. 1612091, beginning on page 49 herein) in the recent dissolution of California redevelopment agencies.

The Redevelopment Agency of the City of Duarte assembled the Subject site in three transactions. According to Los Angeles County public records, the Agency acquired 952 Huntington Drive (APN 8530-013-904) in August 2008 for a reported price of $633,000 or ±$46.89 per square foot (Document 1546913). The City acquired 962 Huntington Drive (APN 850-013-903) in 2007 from the Attalla Family Partnership (Document 0983602). No sale price was indicated on the document. The Redevelopment Agency of the City of Duarte acquired 946 Huntington Drive (APN 8530-013-902) via a tax deed from the Los Angeles Treasurer/Tax Collector in 2001. The reported price on the tax deed (Document 1838314) was $7,369.

According to the City of Duarte's Long Range Property Management Plan, the total acquisition price of the assembled parcels forming the Subject was $1,195,522 or $27.30 per square foot of land area. Public records indicate that the property had been used in residential and agricultural uses in the past (citrus groves), though no improvements are shown to have existed since 1980.

Legal Description

A portion of Lot 15 in Section 25, Township 1 North, Range 11 West in the City of Duarte as per map recorded in book 6, pages 80 et seq. of Maps in the Office of the County Recorder.

A legal description of the Subject Parcel is included in the Quitclaim Deed found in the Addenda of this appraisal (page 49).

Assessor's Data

Los Angeles County Assessor's Parcel Numbers 8530-013-902, -903, and -904

Assessed values

For the year 2013-2014 assessment values for the Subject Parcel are shown as follows.

APN	Land Value	Improvement Value	Total
8530-013-902	$8,616	$0	$8,616
8530-013-903	$14,168	$0	$14,168
8530-013-904	$18,252	$0	$18,252
Total			$41,036

Total taxes – 2014-2015

Exempt

Tax rate area

3362

Effective tax rate

1.169399%

Owned by a public agency, the Subject is currently exempt from property taxation. Upon transfer to a private entity, the Subject will be taxed at a rate of 1.169399% of the new assessment value at that time. The Subject will thereafter enjoy tax limits imposed by California's Proposition 13 tax initiative passed in 1978, which became a state constitutional amendment limiting tax increases to no more than 2% annually barring any ownership transfer considered arm's length.

Zoning/General Plan

The Subject Parcel is zoned General Commercial (C2). Development standards for this zoning include a minimum lot size of 10,000 square feet, 100-foot lot width, and a floor-area ratio maximum of 0.50. Front and side street setbacks are 15 feet for the Subject. This zone provides for a wide variety of commercial uses intended to serve local and regional needs.

The General Plan land use designation for the Subject is General Commercial, consistent with the zone classification General Commercial (C2).

The Subject Parcel generally conforms to its zoning standards for development.

Present Use and Occupancy

The Subject Parcel is currently vacant land.

Inspection Date

A property inspection of the Subject Parcel was performed on December 8, 2014. Prior to inspection of the site, we spoke with Mr. Craig Hensley, AICP, Community Development Director for the City of Duarte, representing the ownership. We discussed the history of the property, the access, and other property elements that may affect the future development of the property. We also discussed the environs of the Subject property and the City in general.

Site Description

Subject Parcel Area of Value

Shape	Irregular, U-shaped
Total site area	Total ±43,793 square feet (±1.01 acres) in fee simple interest (calculations obtained from the legal description of the property cited in the quitclaim deed 1612091 recorded 10/24/12)
Frontage/Access	The Subject, due to its shape impairment, has two interior site frontage points along Huntington Drive. The westerly frontage is ±75 feet wide. Under the Subject's existing configuration, this frontage point is the area where access will be allowed. The second frontage point for the Subject is at the eastern boundary of the site and is shown as 23 feet wide. This eastern frontage abuts the service/rear entrance to the adjacent Mountain Vista Plaza shopping center and the existing curb cut for the existing privately owned lot (956 Huntington Drive). This smaller eastern frontage will not likely be allowed access due to its proximity to these two adjacent existing driveways. Further limiting access to the Subject site is its interior location along Huntington Drive which, at the Subject, is a parkway-divided thoroughfare allowing only ingress and egress via right turns. To enter the property westbound from Huntington Drive, vehicles must travel past the Subject to Mountain Avenue, make a U-turn, and backtrack to the site frontage eastbound on Huntington Drive.
Utilities	All utilities are currently available at the site through existing lines.
Topography	Level at street grade along Huntington Drive and sloping downward and to the south property boundary
Toxic contamination and hazardous substances	A soils report was not available for review. The client is encouraged to obtain a soils report. The appraisers are not experts in this area and make no warranty as to the quality and condition of the soil related to contamination. This appraisal report and its reported valuation conclusions are subject to receipt and review of any environmental assessment report.

Earthquake/flood zone	The Subject is within an earthquake study zone noted in the State of California Geological Survey Earthquake Zones, Azusa Quadrangle Map. According to this mapping, the Subject is less than one mile from the Duarte fault. FEMA Map No. 065026-06037C1415F identifies the Subject Parcel as in Zone X, low risk of flood.
Easements/ encumbrances	We were not provided with a title report for the Subject Parcel. Our on-site inspection did not reveal any easement or encumbrance that may affect the value of the site. This appraisal document is subject to review upon receipt of an updated complete title report or policy.

Improvements

The Subject Parcel is structurally unimproved.

Highest and Best Use

The Appraisal of Real Estate, 14th Edition, published in 2013 by the Appraisal Institute defines *highest and best* use on page 332 as:

> The reasonably probable use of property that results in the highest value.

To test alternative uses for the highest and best use, an appraiser usually applies four criteria in the following order:

- Legal permissibility
- Physical possibility
- Financial feasibility
- Maximum productivity[4]

Because the Subject Parcel is not structurally improved, *the highest and best use analysis was done only under the scope of highest and best use "as vacant."*

"As Vacant"

Legally permissible	The Subject Property is made up of three Assessor parcels with two separate frontage points as described in this section. From a commercial development standpoint the three assembled parcels cannot be divided into two properties for resale, as they would not separately meet the minimum lot width requirement, and further, the easterly parcel, 8530-013-903, has an access point on Huntington Drive of only 23 feet in width, which is bordered by two existing driveways, restricting access possibilities. As such, the assembled parcels remain as one contiguous ownership. Under the Subject's zoning and land use designation, *as vacant*, the property can legally be developed with certain commercial

[4] *The Appraisal of Real Estate*, 14th Edition, 2013; page 335

	uses as long as all zoning and City development requirements are met, or it could be held for future commercial development.
Physically possible	The appraisers were not provided with a current soils study of the Subject site; however, the Subject Parcel's existing surrounding uses indicate that soil conditions are most probably appropriate to support many types of legally allowed commercial uses.
Financially feasible	The financially feasible uses for the Subject Parcel "as vacant" are to be used in zone-allowed commercial use, or it could be left unimproved.
Maximally productive	Given the Subject Parcel's legal zoning, shape, size, and location, it is maximally productive to allow the site, *as vacant*, to be developed commercially.

Conclusion

Based on the above discussion and other investigations, we conclude that the highest and best use of the Subject Parcel, *as vacant*, as of a current date of value, is to be commercially developed as legally allowed, exploiting its surrounding commercial synergy. This use is the basis for the valuation of the Subject Parcel.

Subject Photographs

View of 952 Huntington Drive frontage

View of 962 Huntington Drive frontage

Subject Photographs

Northerly view from the southern property boundary across 946 and 952 Huntington Drive along the Subject's westerly property line

Northerly view from the southerly property boundary of 962 Huntington Drive along the Subject's easterly property line

Subject Photographs

Easterly view across the southerly portion of 946 and 962 Huntington Drive

Westerly view across the southerly portion of 946 and 962 Huntington Drive

Approach to Value

Valuation Methodology

As previously described, the purpose of this report is to estimate the fair market value of the fee simple interest in the Subject Parcel. The valuation of the Subject Parcel is completed utilizing the Sales Comparison Approach.

The valuation relies on traditional appraisal methodology. The fundamental purpose of an appraisal is to estimate value. Basic to the concept of valuation is the principle of substitution, the rationale that, when property is replaceable, its value tends to be set by the cost of acquiring an equally desirable substitute property or income.

The valuation to estimate the fair market value of the Subject Parcel considered the use of the following methodologies.

The **Sales Comparison Approach** is applicable in the market value estimate of improved properties and vacant land. It is a method of estimating market value based upon recent sales of comparable properties. Since no two properties are ever identical, sales data are then analyzed in terms of differing elements of comparison, including date of sale transaction, financing terms, location, physical characteristics, and income characteristics. The Sales Comparison Approach reflects the actual activity of buyers and sellers in the marketplace. This approach was utilized exclusively in this appraisal assignment in the valuation of the land in fee simple interest.

The **Cost Approach** embodies an estimate of the replacement cost new of the subject improvements inclusive of entrepreneurial profit. From this estimate is deducted an estimate of depreciation generating from physical deterioration and functional and economic obsolescence. To the depreciated building cost is added the estimated value of land, as if vacant. The total represents the value indicated by the Cost Approach. A traditional Cost Approach analysis was not undertaken for this analysis *as in this valuation, only land is valued* and the Cost Approach is not relevant in this market.

The **Income Capitalization Approach** is based on the premise that investment properties are normally valued in proportion to their ability to produce income. As such, the Income Capitalization Approach involves an analysis of the property in terms of its ability to produce a net annual income. No income analysis has been undertaken in this valuation process, as the Subject's market does not recognize the income method in land valuation.

In this land valuation, as of the current date of value, only the previously described Sales Comparison Approach was used to estimate the fair market value of the fee simple interest of the land in the Subject Parcel's analysis.

Scope of the Appraisal Market Data Investigation

During the course of completing this appraisal assignment, an inspection of the Subject Parcel was made. The inspection was a viewing of the parcel to ascertain the extent of the appraisal problem and to provide information for the market investigation that followed.

At that time, land environs in the vicinity were noted. Observations were made concerning the surrounding land types (e.g., available transportation routes, development trends

nearby). This information was used in defining a geographic search perimeter for comparable sale data. Specific research areas included existing market demand and participant preferences for well-traveled commercial corridors in the northeastern Los Angeles County area.

The Subject Parcel, as of the date of value, is a shape-impaired interior site with limited frontage and visibility due to the privately owned lot dividing its northern land area. While the Subject's southern ±166-linear-feet-deep area is ±158 feet wide, the front ±236-foot depth from Huntington Drive is separated by ±60 feet, leaving a westerly frontage of ±75 feet and an easterly slip of frontage at ±23 feet. Given this irregular shape, our comparable site search focused on commercial land sales with less desirable amenities in the market.

In the course of compiling market data, several resources were used. These included the online search sources of CoreLogic, CoStar/Comps, Assessor's records of Los Angeles County, and verification interviews with principals to the sale transactions investigated.

Comparable Sales Search

A search for sales of *commercial land* was undertaken within the region of the Subject, considered the primary search area. Although other areas were considered, most consideration was given to market information occurring within the Subject's San Gabriel Valley area submarket with emphasis on size, shape, location, and access.

After a review of the data in the field, a final selection of comparables was made. These sales are identified and each is individually detailed, along with an accompanying Assessor's map and a photograph, in the Market Data section (beginning on page 35) of this report.

Sales Analysis

While existing retail establishments in the Subject's market are experiencing positive economic trends, just emerging from the recent recessionary setbacks during 2007 through 2012, the development sector of this market has been slow to resume construction. This cautionary trend of development is due partly to the lack of available funding from lenders and partly on the amount of leasable space remaining available on the market, lessening demand for new retail development. The arm's-length transactions found in our research considered to be comparable to the Subject were very limited, forcing us to search back in time for sales to use in this analysis.

Commercial land sales utilized in the valuation of the 43,793-square-foot Subject Parcel ranged in sale recording dates from September 2012 to February 2014. These sales ranged in size from ±19,980 square feet to ±41,273 square feet.

The following analyzes each data item. This data was then utilized in the valuation of the Subject Parcel.

Application – Commercial Land Sales Data

The reader's attention is directed to the previously presented discussion in this Approach to Value section in which may be found a discussion of the search criteria for land sale transactions. The data was reviewed in the field for purposes of assessing comparability to the Subject as discussed. Verification interviews were conducted with principals or the principals' representatives involved in or knowledgeable about the transactions. A final data selection was then made for purposes of comparison to the Subject Parcel in the valuation analysis. Of those commercial land sales investigated, four were selected as most comparable for use in the analyses. Market Data Items 1 through 4 are summarized and fully detailed in the Market Data section (beginning on page 35).

Elements of Comparison

- **Property Rights Conveyed** – The assumption for the Subject Parcel is the sale of the fee simple interest. All items reflect transfers of the fee simple interest in the real property.
- **Financing/Cash Equivalency** – Sale assumptions for the Subject Parcel are in terms of cash or cash equivalent institutional financing. All items were considered to be cash equivalent.
- **Conditions of Sale** –Sale conditions for the Subject Parcel assume an "arm's length" transfer, without duress, and both parties acting in a prudent manner. This is consistent with the sale terms for each of the transactions.
- **Property Expenditures at Sale** – Market Data Items 2, 3 and 4 had no property expenditures at sale. Market Data Item 1 will require demolition of existing old improvements prior to development. In this sale the expected demolition costs did not affect the sale price paid.
- **Market Conditions/Time** – *The date of value for the Subject is December 8, 2014*; the selected land sales span a time period from September 2012 to February 2014. In the Market Overview discussion (beginning on page 9), trends for the Subject's commercial retail market were discussed. The trends in the Subject's region were shown to be stabilizing and slowly improving since the 2006 to 2012 recession. Rents and occupancy for existing retail properties have improved year over year; however, demand for new construction has been slow to recover. Though participants in this market are more optimistic today, holding positions are still the norm for vacant commercial sites. For this reason, each market data item is considered similar in this element to the currently existing market conditions assumed for the Subject.
- **Location** – The Subject benefits from its commercial location. Although the market data items were considered *generally* similar in location (San Gabriel Valley market), they vary in environs, as described in the analysis of each market data item that follows. Equally important in locational amenities to surrounding environs are shape (development/use potential), access, visibility, and exposure

to traffic. The Subject has a traffic count of ±32,126 along Huntington Drive at its frontage(s). The market data items all exhibited similar counts ranging from 21,472 cars to 31,959 cars (ADT).

- **Physical Characteristics** – The Subject Parcel is 43,793 square feet in size with limited access and an irregular shape.

  Each market data item was analyzed for size. They were all considered similar in size to the Subject.

  Physical access to each site was reviewed and comparatively analyzed to the Subject's access, which as previously stated is limited due to its frontage separation and existing adjacent curb cuts, as well as the right-turn in and right-turn out only from median-divided Huntington Drive.

  Market Data Item 2 has only shared access with its neighboring retail development, though it enjoys ±1,451 feet of interior site frontage. Market Data Items 1 and 3 are interior parcels with single access points along their frontages and rear alley and easement access, respectively. Market Data Item 4 is a corner property with access on two streets.

- **Zoning/Use** – The Subject Parcel is designated for commercial uses. Each market data item was similarly designated.

Given the information gathered from an analysis of the comparable land sales, location, and frontage were the elements of comparison found to have the greatest influence on the sale prices of the commercial site market during the period defining the Subject's current market.

Land Sales Discussion

The following is a detailed discussion of the market data items. This discussion is then referenced in the valuation of the Subject Parcel.

- **Market Data Item 1** is the sale of a commercial site located on Hacienda Boulevard in La Puente. This property sold at a price of $985,000 over its ±35,302 square feet of land area. This equates to $27.90 per square foot of commercial land. The sale was recorded in February 2014 under market conditions considered generally similar to those of the Subject's assumed market conditions. The location of this market data item generally is inferior to that of the subject due to its environs with less commercial synergy. The site location itself is an interior site, considered similar to the Subject's interior location. This market data item had similar traffic counts and was similarly zoned to the Subject. The access to this property along Hacienda Boulevard and via an alley at the rear of the site is considered to be superior to the access existing for the Subject. This market data item enjoys ±128 feet of visible frontage along Hacienda Boulevard, superior to the Subject's split frontage. Overall, due mainly to the existing access of this market data item, it is considered superior to the Subject.

- **Market Data Item 2** is the sale of a commercial site on Puente Avenue in Baldwin Park. This property had a sale price of $1,000,000 or $24.23 per square foot of its ±41,273-square-foot land area. The site is similar in size to the Subject, though the rear one-third of its land was useable area but excess to its development needs. This excess land area is now used for parking by the adjacent hospital. The property's location is generally inferior due to its environs, but this market data item's specific site location as an interior site is considered similar to the Subject's interior placement. This property has access only through a shared access agreement with its adjacent parcel, a drug store, which is a corner site. This access was achieved by entitlements prior to its purchase, and the entitlements were earned by the seller. The fact that this property has circuitous access brings it into a less desirable marketing pool of commercial sites, similar to the Subject; however, this market data item does have ±145 feet of frontage/visibility along Puente Avenue. This frontage is superior to the Subject's split frontage along Huntington Drive. Overall, this property is considered superior to the Subject.

- **Market Data Item 3** is the sale of a property on Foothill Boulevard in Claremont. This property contains 19,980 square feet and sold for $530,000 or $26.53 over its commercial site area. The size of the site is considered similar to the Subject's size. Although it has a slightly lower traffic count than the Subject, it is still considered similar in that element. The property's transaction recorded in October 2013 and is considered similar in its market conditions compared to existing market conditions assumed for the Subject. The general locale of this commercial site is considered superior to the Subject and, as an interior site, its specific location is considered similar. This property in Claremont has access along its Foothill Boulevard frontage and also through easement access in the rear, superior to the Subject. The buyer plans to develop a small office building on the site. Due to this market data item's access and general location, it is considered to be superior to the Subject overall.

- **Market Data Item 4** is the sale of a commercial corner site along Huntington Drive in the City of Duarte approximately 1½ miles east of the Subject site. This property sold for $515,000 or $21.97 per square foot of land area in September 2012. This market data item has a size considered similar to the Subject, and was listed for sale over the last 2½ years at $749,000. Although this sale is generally similar to the Subject in its Duarte location, its environs along Huntington Drive are less commercial in nature. Although the specific location of this corner site is not signalized, the corner configuration is still superior to the interior site location of the Subject. The traffic count at this site is similar to the Subject. Vacant at sale, this market data item was intended for the commercial development of a tire store, but to date no plans have been submitted to the city. The site was sold with existing access along its ±154-foot main commercial frontage and its secondary street with ±140 feet of frontage, considered superior to the Subject with its limited access and frontage. Overall, due mainly to the access and frontage of this market data item, it is superior to the Subject.

Foreword

The previously described land sales analyses are used to indicate a range of fair market value for the Subject Parcel as of the date of value. This information will be discussed further in the Valuation section that follows. The commercial sales were analyzed per square foot of land area for site value and then converted to a nominal value based on the Subject's size. This reflects the local market practice.

Valuation

General

The Subject Parcel is valued in the following analysis as an existing commercial site, as previously discussed. We have used only a Sales Comparison Approach analysis to estimate the fair market value of the Subject Parcel in fee simple interest as of December 8, 2014.

The Sales Comparison valuation that follows uses a set of commercial land market data parcels sold in the Subject's market area. These are also summarized and detailed in the Market Data section. The Sales Comparison value for the Subject Parcel, as vacant, is based on a per square foot unit value. This unit value is then converted to a nominal value based on the Subject's size. This reflects market local practice seen in the market data investigation.

Sales Comparison Approach

Value of the Subject Parcel

The Subject Parcel land was analyzed in terms of several elements of comparison as previously discussed in the Approach to Value section. The 43,793-square-foot Subject site is an irregular-shaped interior commercial parcel with divided frontage and limited access. Its development potential is hampered by its existing shape. A buyer would consider carefully the development possibilities of the site as it exists, as well as the risk and cost of potentially acquiring 956 Huntington Drive, the property dividing the Subject in its frontage. Whereas the middle, separately owned parcel may be the key parcel to optimize the parcel's development, an owner of the Subject could face a large assemblage premium attempting to purchase the dividing property. This factor greatly affects the value of the existing irregular-shaped Subject site.

The data analyzed in this appraisal included well-located dual-access commercial sites that, while located on well-traveled commercial corridors in the market area, had some less desirable property amenity as discussed in the Approach to Value section (beginning on page 25). Comparatively, we found these less desirable site sales most representative of the value of the Subject site, given the risk and possible costs that will be incurred to develop the parcel.

Facing an unknown assemblage hurdle, with limited frontage and a reduced access amenity, a buyer of the Subject site will face additional building issues given the southerly sloping grade of the parcel. Each of the comparable sales was level at street grade.

The following Commercial Land Sale Comparison Grid sets forth the valuation using the appropriate transactional adjustments.

The analysis of the sales is finalized in an overall ranking and is generated by the more specifically itemized elements of comparison previously presented. As in most analyses, each element of comparison is not weighted equally. For example, the location of a property as an element of comparison may outweigh its access, resulting in an overall rating of "superior" to the Subject, though there may be numerically more elements rated as "similar" in the comparison grid. Also true is that certain elements may balance the effect of other elements in each sale's comparison.

Commercial Land Sales Comparison Grid

		Hacienda Boulevard La Puente		Puente Avenue Baldwin Park		Foothill Boulevard Claremont		Huntington Drive Duarte	
Elements of Comparison	**Subject**	**MD Item 1**	**Adj.**	**MD Item 2**	**Adj.**	**MD Item 3**	**Adj.**	**MD Item 5**	**Adj.**
Transactional Adjustments									
Sale price per square foot	–	$27.90	–	$24.23	–	$26.53	–	$21.97	–
Property rights conveyed	–	fee	–	fee	–	fee	–	fee	–
Financing	–	cash	–	cash	–	cash	–	cash	–
Conditions of sale	–	none	–	none	–	none	–	none	–
Expenditures made immediately after purchase	–	none	–	none	–	none	–	none	–
Normalized sale price	–	–	$27.90	–	$24.23	–	$26.53	–	$21.97
Market conditions	12/14	2/14	similar	12/13	similar	10/13	similar	9/12	similar
Time adjusted sale price per acre	–	–	$27.90	–	$24.23	–	$26.53		$21.97
Other Adjustments									
General location/ specific site location	Duarte/ interior	La Puente/ interior	inferior/ similar	Baldwin Park/ interior	inferior/ similar	Claremont/ interior	superior/ similar	Duarte/ non-signalized corner	inferior/ superior
Site size (square feet)	43,793	35,302	similar	41,273	similar	19,980	similar	23,440	similar
Traffic (ADT)	32,126	31,959	similar	23,175	similar	21,472	similar	30,676	similar
Site condition at sale	vacant site	interim use	similar	vacant site	similar	vacant site	similar	vacant	similar
Shape	irregular	rectangular	superior	rectangular	superior	rectangular	superior	rectangular	superior
Topography	gently sloping	level at grade	superior	level at grade	superior	level at grade	superior	level at grade	superior
Utilities	all available	all available	similar	all available	similar	all available	similar	all available	similar
Access	limited	single street and alley	superior	shared	similar	single street and easement	superior	two streets	superior
Frontage	limited	average	superior	average	superior	limited	similar	good	superior
Zoning/Use	C2/ commercial development	C-2/ commercial development	similar	IC/ commercial development	similar	MU-3/ commercial development	similar	C2/ commercial development	similar
Overall rating	–	superior		superior		superior		superior	

In trying to isolate a measure of the diminution in value caused by the existing irregular shape of the Subject, we realized that a reasonable buyer would assess the risk of achieving assemblage in terms of holding costs and legal costs in addition to the cost of purchasing the "key" or middle parcel dividing the Subject's frontage. Alternately, a buyer may just purchase the site and hold it for future use, or develop the site without pursuing development assemblage. The market measure of these unknown risks and costs presents a challenge in estimating the value of an undesirably shaped commercial site with a difficult development hurdle.

In analyzing the Subject Property – specifically, the shape of the property - the northeastern portion of the site is considered non-contributory. This ±23'×±236' area is wedged between two existing driveways, effectively prohibiting a driveway cut for future development in this area. Although no setbacks are required, as this strip of land abuts a non-residential site to the east, structural development is not reasonable in this narrow area. This area is not usable in the existing site configuration and its area is subtracted from the usable area of the Subject, leaving a net usable area to be valued as follows.

Total Subject area		43,793	SF
Northeastern strip	±23 lf × 236 lf =	- 5,428	SF
Useable area		38,365	SF

The Subject's nominal value is based on the 38,365-square-foot net usable area as it currently exists. This "net" area adjustment further recognizes the shape impairment of the Subject Parcel in the valuation.

The market data presented a close range of pricing for small commercial sites with inferior locations such as interior, less visible sites, and non-signalized or less commercially oriented properties.

A comparative overall ranking using the market-indicated sale pricing follows.

Market Data Item	Recording Date	Sale Price per SF of Land	Overall Ranking to the Subject
1	2/14	$27.90	superior
3	10/13	$26.53	superior
2	12/13	$24.23	superior
4	9/12	$21.97	superior

In this analysis each of the land sales is ranked "superior" to the Subject Parcel as the Sales Comparison analysis indicated. This ranking summarizes the sales by an overall comparison to the Subject Parcel.

It is our opinion that the development hurdles on the Subject place this property value just below the lower end of the market data sale price range shown. The Subject Parcel has an estimated fee simple interest fair market value of $20.00 per square foot of land area as of the current date of value.

The fair market value of the Subject Parcel's useable land area, using the Sales Comparison Approach, is shown below as of December 8, 2014.

38,365 SF fee simple interest net usable land area × $20.00 per SF = $767,300

This estimated value equates to $17.52 per square foot over the entire 43,793-square-foot gross land area of the Subject site.

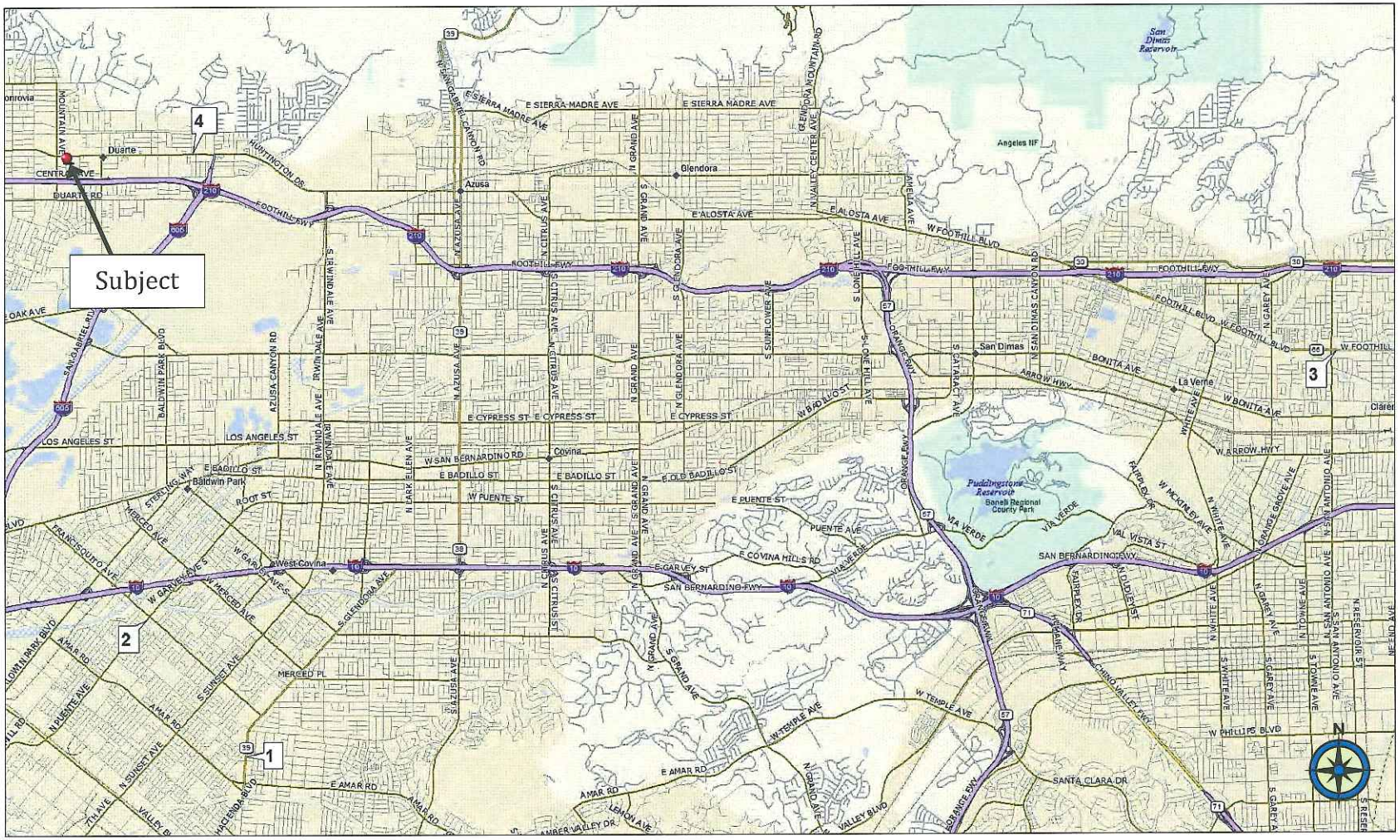
Value Summary

Based on the preceding valuation narrative, the following summarizes the estimated fair market value of the Subject's land, given its location, amenities, and limitations for development, as of the date of value, December 8, 2014.

Value of Subject Parcel	$ 767,300
rounded to	$ 767,000

Market Data

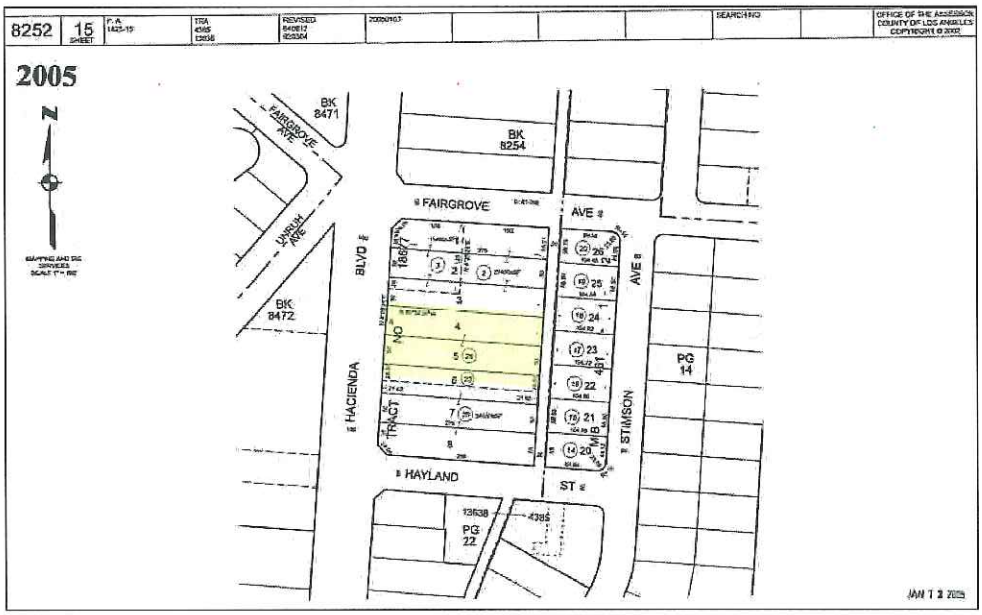
Market Data Map – Commercial Land Sales



Market Data Summary – Commercial Land Sales

Item	Location/APN	Recording Date	Zoning	Lot Area (SF)	Purchase Price	Price Per SF	Comments
1	1156 Hacienda Boulevard La Puente 8252-015-023 & -026	2-28-14	C-2	35,301.75	$985,000	$27.90	Property was marketed for new retail development with a listing price of $995,000. Buyer's interim use: used car sales lot.
2	1516 Puente Avenue Baldwin Park 8464-001-035	12-04-13	IC	41,272.80	$1,000,000	$24.23	Phase II of Sav-On Drugstore development approved in 1998. Driveway approach to property was removed as condition to development, and will share common access to Sav-On site. Buyer to build a 7,400-square-foot retail building. The rear one-third of land is used for parking by the adjacent hospital.
3	1000 W. Foothill Boulevard Claremont 8311-001-021	10-31-13	MU-3	19,980.00	$530,000	$26.53	Property has two points of ingress and egress in place, plus back easement access to Towne Avenue. Buyer plans to develop a multi-tenant 5,000-square-foot office building.
5	2107 Huntington Drive Duarte 8529-010-020	9-13-12	C2	23,440.00	$515,000	$21.97	Property was listed for sale at $749,000 for 2½ years. Last sale was a deed-in-lieu-of foreclosure in November of 2009 for $640,000 or $27.30 per square foot. Buyer had plans to develop an American Tire retail store. Still vacant with no development plans currently active with city.
Subject	946, 952, and 962 Huntington Drive Duarte 8530-013-902, -903, and -904	12-8-14 (date of value)	C2	43,793.00	--	--	Vacant lot with divided frontage/access points.

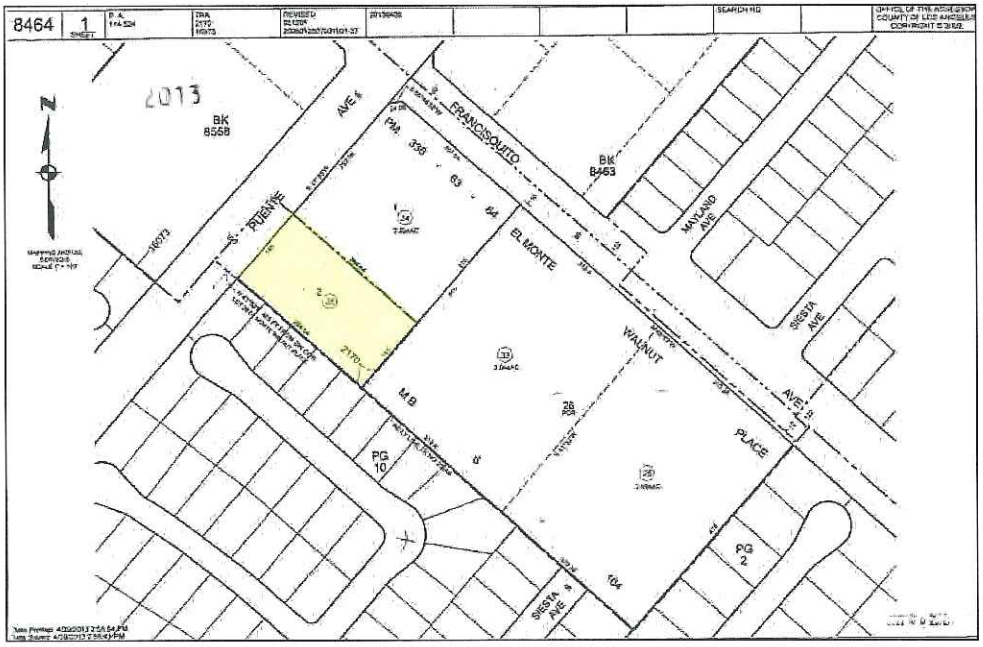
Market Data Item 1



Market Data Item 1
Use: Commercial Land

Type of Transaction	Recorded sale
Property Location	1156 Hacienda Boulevard La Puente, California
Assessor's Parcel No.	8252-015-023 & -026
Grantor	FM Hacienda LLC
Grantee	Amir Elhawary
Sale/Listing Data	
Sale Date	2/25/2014
Price	$985,000
Recording Data	
Book/Pg./Inst.	Instrument No. 0211495
Recording Date	2/28/14
DTT	Not shown on deed
Terms	All cash to seller
Site Data	
Zoning	C-2, General Commercial City of La Puente
Present Use	Used car sales lot
Highest and Best Use	Commercial development
Approximate Dimensions	±128' × ±275'
Parcel Size	±35,301.75 SF
Unit Price	$27.90 per SF of land area
Improvements	Interim use buildings for used car sales and asphalt-paved lot
Access	Hacienda Boulevard frontage and rear alley
Traffic	31,959 ADT (Hacienda Boulevard)
Terrain	Level at street grade
Utilities	All available to site
Confirmation	Daniel Bahr Core Commercial Real Estate 323-646-5938 Confirmation completed by James Malm of Hawran & Malm
Comments	The listing agent reported that the property was listed for $995,000 and intended for commercial development.
Date inspected	December 8, 2014 by Sydney H. Hawran, MAI, and James C. Malm

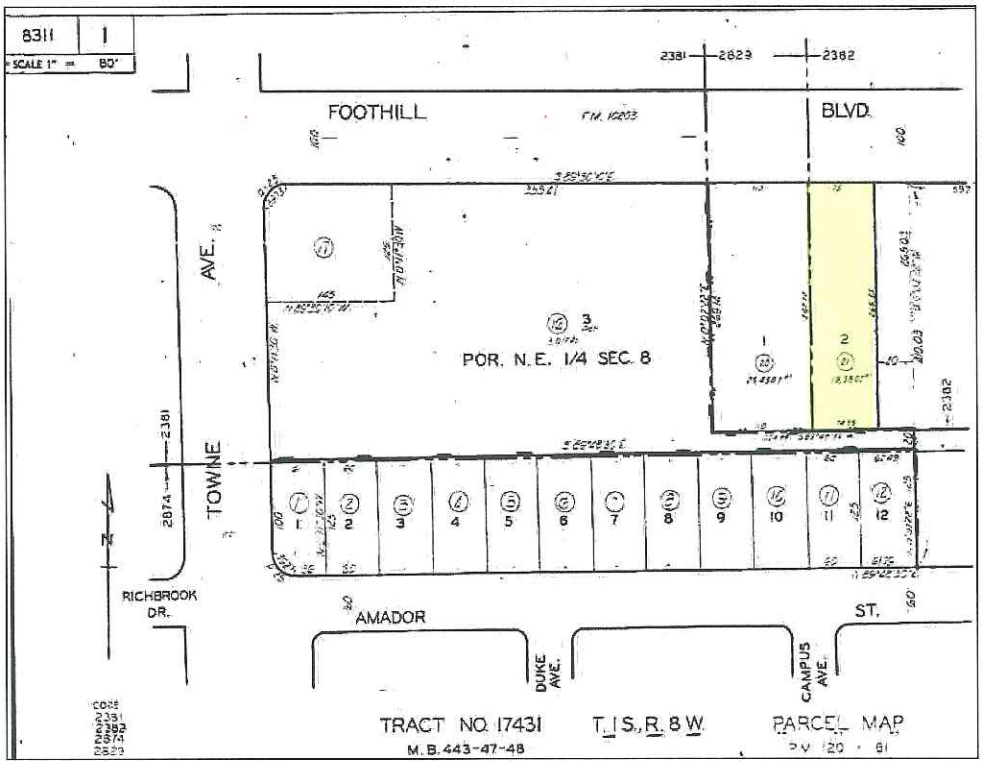
Market Data Item 2



Market Data Item 2
Use: Commercial Land

Type of Transaction	Recorded sale
Property Location	1516 Puente Avenue Baldwin Park, California
Assessor's Parcel No.	8464-001-035
Grantor	Benjamin Alarcon and Emma Graciela Alarcon, husband and wife
Grantee	PCG BP Puente LLC
Sale/Listing Data	
Sale Date	11/20/2013
Price	$1,000,000
Recording Data	
Book/Pg./Inst.	Instrument No. 1709240
Recording Date	12/4/13
DTT	Not shown on deed
Terms	All cash to seller
Site Data	
Zoning	IC, Industrial Commercial
Present Use	Newly developed retail store
Highest and Best Use	Commercial development
Approximate Dimensions	±145' × ±285'
Parcel Size	±41,272.80 SF
Unit Price	$24.23 per SF of land area
Improvements	None at time of sale; buyer improved with a new auto parts store
Access	Via easement rights through the adjoining parcel to the east only
Traffic	23,175 ADT (Puente Avenue)
Terrain	Level at street grade
Utilities	All available to site
Confirmation	Gary Lorenzini, Listing Broker Coldwell Banker 626-574-2352 Confirmation completed by James Malm of Hawran & Malm
Comments	The corner drug store was developed first, and this parcel was carved out with a shared common access, but no direct street access. The rear one-third of this parcel is used for parking by the adjacent hospital.
Date inspected	November 12, 2014 by Sydney H. Hawran, MAI, and James C. Malm

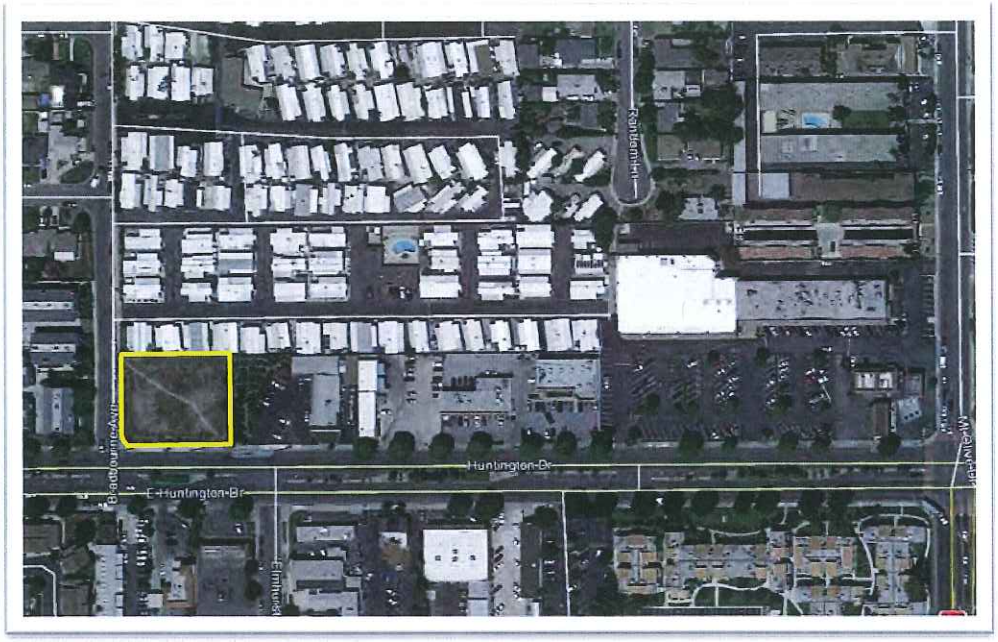
Market Data Item 3

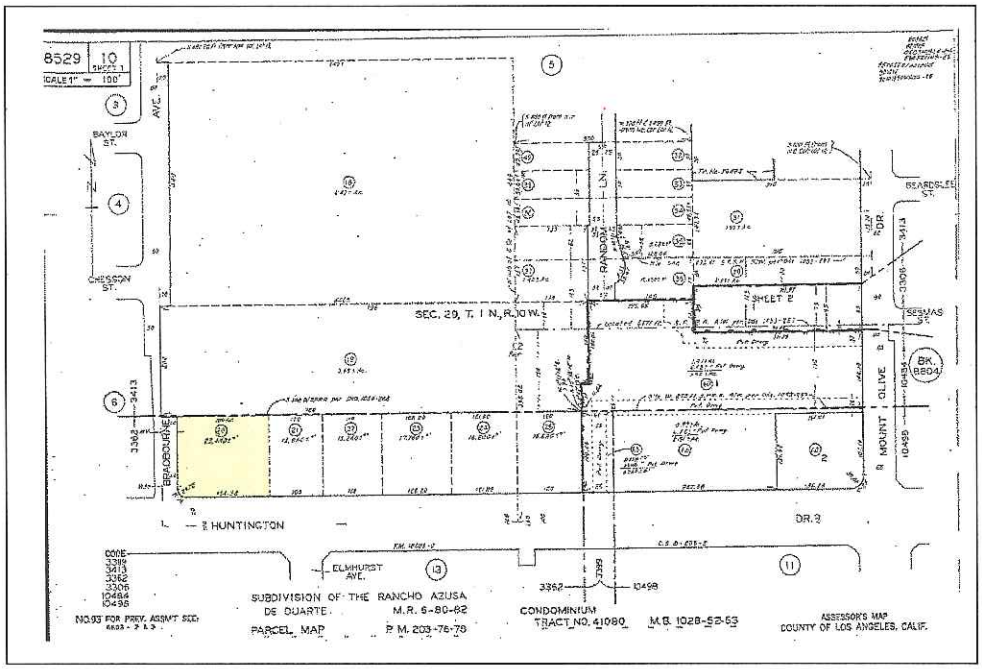


Market Data Item 3
Use: Commercial Land

Type of Transaction	Recorded sale
Property Location	1000 West Foothill Boulevard Claremont, California
Assessor's Parcel No.	8311-001-021
Grantor	Handoko Family Trust, et al.
Grantee	JM Lepe Properties, LLC
Sale/Listing Data	
Sale Date	10/24/13
Price	$530,000
Recording Data	
Book/Pg./Inst.	Instrument No. 1555027
Recording Date	10/31/13
DTT	Not shown on deed
Terms	All cash to seller
Site Data	
Zoning	MU-3, Mixed Use City of Claremont
Present Use	Vacant site
Highest and Best Use	Commercial development
Approximate Dimensions	±75' × ±267'
Parcel Size	±19,980 SF
Unit Price	$26.53 per SF of land area
Improvements	Older driveway and paving remaining on-site
Access	Foothill Boulevard frontage and easement access to the rear
Traffic	21,472 ADT (Foothill Boulevard)
Terrain	Level at street grade
Utilities	All available
Confirmation	Michael Gracia, Buyer's Broker ReMAX 909-630-8750 Confirmation completed by James Malm of Hawran & Malm
Comments	The building was sold for the commercial development of a 5,000-SF attorney's office with multiple suites.
Date inspected	November 12, 2014 by Sydney H. Hawran, MAI, and James C. Malm

Market Data Item 4





Market Data Item 4
Use: Commercial Land

Type of Transaction	Recorded sale
Property Location	2107 Huntington Drive Duarte, California
Assessor's Parcel No.	8529-010-020
Grantor	Herbert B. Kuykendall
Grantee	Andon Tony Akhian
Sale/Listing Data	
Sale Date	9/7/12
Price	$515,000
Recording Data	
Book/Pg./Inst.	Instrument No. 1377215
Recording Date	9/13/12
DTT	Not shown on deed
Terms	All cash to seller
Site Data	
Zoning	C2, Commercial City of Duarte
Present Use	Vacant land
Highest and Best Use	Commercial development
Approximate Dimensions	±154' × ±140'
Parcel Size	±23,440 SF
Unit Price	$21.97 per SF of land area
Improvements	None at the time of sale
Access	Corner access at Huntington Drive and Bradbourne Avenue
Traffic	30,676 ADT (Huntington Drive)
Terrain	Level at street grade
Utilities	All available
Confirmation	Bill Gilmore, Buyer's Broker Coldwell Banker 818-949-5243 Confirmation completed by James Malm of Hawran & Malm
Comments	Broker reported that the property had been listed for sale at $749,000 for 2½ years; buyer has plans to develop a tire retail store, but no plans have been submitted to the city to date
Date inspected	November 12, 2014 by Sydney H. Hawran, MAI, and James C. Malm

Addenda

Quitclaim Deed

This page is part of your document - DO NOT DISCARD

20121612091

Pages: 0010

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County, California

10/24/12 AT 10:10AM

FEES:	0.00
TAXES:	0.00
OTHER:	0.00
PAID:	0.00

LEADSHEET

201210240830012

00006649403

004378306

SEQ:
01

DAR - Mail (Hard Copy)

THIS FORM IS NOT TO BE DUPLICATED

10/24/2012

20121612091

When Recorded Mail To:

City of Duarte
1600 Huntington Drive
Duarte, California 91010
Attn: City Clerk

(Space Above For Recorder's Use)

The undersigned grantor(s) declare(s) that this transaction is exempt from the payment of a documentary transfer tax pursuant to Revenue and Taxation Code Section 11922.

This document is being recorded for the benefit of the City of Duarte and is exempt from payment of a recordation fee pursuant to Government Code §§27383 and 6103.

QUITCLAIM DEED

APN: 8530-013-902, 903, 904
946, 952, 962 Huntington Drive, Duarte, CA

APN: 8530-003-930, 931
1263 Huntington Drive, Duarte, CA

4440957.2 PM12

-1-

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CITY OF DUARTE, a municipal corporation ("**Grantor**"), does hereby remise, release and forever quitclaim to the SUCCESSOR AGENCY TO THE DISSOLVED REDEVELOPMENT AGENCY OF THE CITY OF DUARTE, a public entity duly established and existing pursuant to Health and Safety Code Section 34173 ("**Grantee**"), all of Grantor's right, title and interest in and to certain real properties described located in the City of Duarte, County of Los Angeles, State of California, described in the legal description attached hereto as **Exhibit "A"** and incorporated herein by this reference (collectively, the "**Property**").

Grantee acknowledges and agrees that the Property is granted by the Grantor to the Grantee in its "AS IS," "WHERE IS" and "SUBJECT TO ALL FAULTS CONDITION," as of the date of recordation of this Quitclaim Deed, with no warranties, expressed or implied, as to the environmental or other physical condition of the Property, the presence or absence of any patent or latent environmental or other physical condition on or in the Property, exceptions to title, or other matters affecting the Property.

Grantor's conveyance of the Property is further subject to the following covenants and restrictions as required by the Community Redevelopment Law, Health and Safety Code section 33000 *et seq.* (the "CRL"):

1. In addition to any other nondiscrimination provisions applicable to the Property under federal, state or local law, the following nondiscrimination provisions apply:

(a) There shall be no discrimination against, or segregation of, any persons, or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, or rental, or in the use, occupancy, or enjoyment of the Property, nor shall Grantee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Property or any portion thereof. The foregoing covenants shall run with the Property and shall remain in effect in perpetuity.

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

2. All deeds, leases or contracts for the sale or leasing of the Property or any interest therein shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

2.1 In deeds. In deeds, language shall appear in substantially the following form:

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

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

2.2 In leases. In leases, language shall appear in substantially the following form:

(a) "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: There shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased."

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

2.3 In contracts pertaining to the sale, transfer or leasing of the land or any interest therein, language shall appear in substantially the following form:

(a) "There shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the land. The foregoing provisions shall be binding upon and shall obligate the contracting party or parties and any subcontracting party or parties, or other transferees under the contract."

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

3. The covenants and restrictions in this Quitclaim Deed shall bind Grantee and its successor in interest to the Property or any portion thereof.

[END—SIGNATURE ON NEXT PAGE]

DATED AND EXECUTED ON: October 9, 2012.

"GRANTOR"

CITY OF DUARTE, a municipal corporation

By: _____
John Fasana, Mayor

ATTEST:

_____
Marla Akana, City Clerk

APPROVED AS TO FORM
RUTAN & TUCKER, LLP

_____
Dan Slater, City Attorney

"GRANTEE"

SUCCESSOR AGENCY TO THE DISSOLVED REDEVELOPMENT AGENCY OF THE CITY OF DUARTE, a public entity duly established and existing pursuant to Health and Safety Code Section 34173

By: _____
John Fasana, Chair

ATTEST:

_____
Marla Akana, Secretary

APPROVED AS TO FORM
RUTAN & TUCKER, LLP

_____
Dan Slater, General Counsel

[END OF SIGNATURES]

State of California)

County of Los Angeles)

On Oct. 9, 2012, before me, Marla Akana, Notary Public,
(insert here name and title of officer)

personally appeared **JOHN FASANA**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument, and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Marla Akana

MARLA AKANA
Commission # 1856662
Notary Public - California
Los Angeles County
My Comm. Expires Jul 31, 2013

4440957.2 PM12

EXHIBIT "A"

TO QUITCLAIM DEED

LEGAL DESCRIPTION

That certain real property located in the City of Duarte, County of Los Angeles, State of California legally described as follows:

946 HUNTINGTON DRIVE, DUARTE, CA 91010
APN: 8530-011-902

COMMENCING AT THE NORTHWEST CORNER OF LAND LOCATED IN THE STATE OF CA, COUNTY OF LOS ANGELES, WITH SITUS ADDRESS OF 946 HUNTINGTON DRIVE, DUARTE, CA 91010, THENCE N8939'40"E ALONG EASTERLY LINE OF SAID PARCEL 75 FEET, THENCE S0001'10"W 165.77 FEET, THENCE N8939'40"W 75 FEET, THENCE N0001'10"W 165.77 FEET TO THE TRUE POINT OF BEGINNING AND CONTAINING MORE OR LESS 12,433 SQUARE FEET.

962 HUNTINGTON DRIVE, DUARTE, CA 91010
APN: 8530-011-903

COMMENCING AT THE NORTHWEST CORNER OF LAND LOCATED IN THE STATE OF CA, COUNTY OF LOS ANGELES, WITH SITUS ADDRESS OF 962 HUNTINGTON DRIVE, DUARTE, CA 91010, THENCE N8727'58"E ALONG EASTERLY LINE OF SAID PARCEL 23 FEET, THENCE S0001"10"W 165.77 FEET, THENCE N8939'40"E 60 FEET, THENCE N0001"10"W 186 FEET TO THE TRUE POINT OF BEGINNING AND CONTAINING MORE OR LESS 17,860 SQUARE FEET.

952 HUNTINGTON DRIVE, DUARTE, CA 91010
APN: 8530-011-904

COMMENCING AT THE NORTHWEST CORNER OF LAND LOCATED IN THE STATE OF CA, COUNTY OF LOS ANGELES, WITH SITUS ADDRESS OF 952 HUNTINGTON DRIVE, DUARTE, CA 91010, THENCE S8727'58"E ALONG EASTERLY LINE OF SAID PARCEL 75 FEET, THENCE S0001'10"W MORE OR LESS 183 FEET, THENCE N8939'40"E 75 FEET, THENCE NORTH 001'10"W MORE OR LESS 181 FEET TO THE TRUE POINT OF BEGINNING AND CONTAINING MORE OR LESS 13,500 SQUARE FEET.

[CONTINUED ON NEXT PAGE]

1263 HUNTINGTON DRIVE, DUARTE, CA 91010
APN: 8530-003-930, 931

THAT PORTION OF LOT 2 OF TRACT 2827, IN THE CITY OF DUARTE, AS PER MAP RECORDED IN BOOK 34 PAGE 2 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED ON THE SOUTH BY THE NORTHERLY LINE OF LAND FIRSTLY DESCRIBED IN THE DEED TO THE COUNTY OF LOS ANGELES, RECORDED ON JULY 6, 1927 AS INSTRUMENT NO. 1196, IN BOOK 6752 PAGE 63, OF OFFICIAL RECORDS OF SAID COUNTY, BOUNDED ON THE WEST BY THE EASTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO RUTH A. LUDWIG, REGISTERED JANUARY 7, 1946 AS DOCUMENT NO. 332-0 ENTERED ON CERTIFICATE OF TITLE NO. JU 87836 ON FILE IN THE OFFICE OF THE COUNTY RECORDED OF SAID COUNTY, BOUNDED ON THE NORTH BY THE SOUTHERLY LINE OF THE NORTH 75 FEET, MEASURED AT RIGHT ANGLES OF SAID LOT 2 AND BOUNDED ON THE EAST BY THE WESTERLY LINE OF THE LAND DESCRIBED IN THE DEED TO THE CITY OF DUARTE, RECORDED ON OCTOBER 31, 1960 AS INSTRUMENT NO. 3303 IN BOOK D-1021 PAGE 992, OFFICIAL RECORDS OF SAID COUNTY.

[end of legal description]

CERTIFICATE OF ACCEPTANCE

This to certify that the interest in real property and other interests conveyed by the foregoing Quitclaim Deed, dated October 9, 2012, from the City of Duarte, a municipal corporation ("Grantor"), to the Successor Agency to the Dissolved Redevelopment Agency of the City of Duarte, a public entity duly established and existing pursuant to Health and Safety Code Section 34173 ("Grantee"), is hereby accepted by the undersigned officer of the Grantee Successor Agency to the Dissolved Redevelopment Agency of the City of Duarte, on behalf of the Grantee Successor Agency to the Dissolved Redevelopment Agency of the City of Duarte, pursuant to authority conferred by Resolution No. SA-12-02 of the Successor Agency to the Dissolved Redevelopment Agency of the City of Duarte, adopted on October 9, 2012, and the Grantee Successor Agency to the Dissolved Redevelopment Agency of the City of Duarte, consents to the recordation thereof by its undersigned duly authorized officer.

CITY OF DUARTE, a municipal corporation

By: _____
Darrell J. George, Executive Director

Dated: 10-16-12

ATTEST:

Marla Akana
Marla Akana, Secretary

State of California)

County of Los Angeles)

On Oct 16, 2012, before me, Marla Akana, Notary Public,
[insert here name and title of officer]

personally appeared **DARRELL J. GEORGE**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Marla Akana

MARLA AKANA
Commission # 1856662
Notary Public - California
Los Angeles County
My Comm. Expires Jul 31, 2013

4440957.2 PM12

-9-

Long Range Property Management Plan of the City of Duarte

Long Range Property Management Plan

Successor Agency to the Dissolved Redevelopment Agency of the City of Duarte

1600 Huntington Drive, Duarte, California 91010

Approved by Successor Agency on August 27, 2013

Approved by Oversight Board on June 2, 2014

Approved by Department of Finance on _____, 2014

Long Range Property Management Plan

Successor Agency to the Dissolved Redevelopment Agency of the City of Duarte

Table of Contents

Introduction 1
Part I: Property Inventory 1
North City Yard (Parcels 1-3): 2
Duarte Plaza Park (Parcel 4): 3
Hacienda Park (Parcels 5-7): 4
City of Duarte Senior Center (Parcel 8): 5
Non-Contiguous Landscaped Walkways (Parcels 9-14) 6
Old Texaco Site (Parcels 15 – 16): 7
Near SEC Huntington & Mountain (Parcels 17 – 19): 9
Wal-Mart Fragment (Parcel 20): 11
Landscape Strip Adjacent to LA County Library (Parcel 21): 12
Duarte Unified School District Administration Office (Parcel 22): 13
Northview Middle School Athletic Field (Parcel 23): 14
Part II: Property Disposition & Use 15
Summary of Plan Category Decision 15
Long-Term Planned Use / Disposition of Each Property 17
Implementation Steps 20

Appendix A	Finding of Completion Letter
Appendix B	Property Tracking Worksheet
Appendix C	Map of Properties
Appendix D	Redevelopment Plan
Appendix E	Implementation Plan
Appendix F	Old Texaco Site Plans
Appendix G	Long Range Property Management Plan Checklist

Long Range Property Management Plan

Successor Agency to the Dissolved Redevelopment Agency of the City of Duarte

INTRODUCTION

As required by Health & Safety Code Section 34191.5, this document is the Long-Range Property Management Plan (LRPMP) of the Successor Agency (Successor Agency) of the former Redevelopment Agency of the City of Duarte (Former RDA). The Successor Agency received a finding of completion from the Department of Finance (DOF) on October 23, 2013 (Appendix A).

In accordance with Health & Safety Code Section 34191.5(c), Part I of the LRPMP includes an inventory of properties included in the Community Redevelopment Property Trust Fund, and Part II provides the proposed plan for disposition and uses of each of the properties.

PART I: PROPERTY INVENTORY

Section 34191.5(c)(1) of the Health and Safety Code, which was added as part of Assembly Bill 1484 (AB 1484), requires that the LRPMP include an inventory of all properties held in the Community Redevelopment Property Trust Fund. For the Successor Agency, this inventory identifies 23 parcels comprising 11 properties. In accordance with statutory requirements each of these 23 legal parcels comprising 11 properties are described in Appendix B and a map showing the location of the 11 properties is presented in Appendix C.

The following pages describe each of the following 11 properties, and the applicable legal parcel or parcels comprising each:

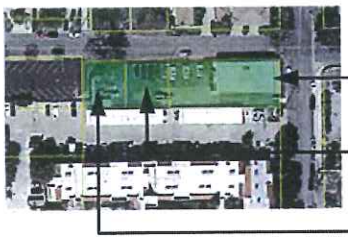
Property Name	Parcel Number on Inventory
North City Yard	1, 2, 3
Duarte Plaza Park	4
Hacienda Park	5, 6, 7
Duarte Senior Center	8
Non-Contiguous Landscaped Walkways	9, 10, 11, 12, 13, 14
Old Texaco Site	15, 16
Near SEC Huntington & Mountain	17, 18, 19
Wal-Mart Fragment	20
Landscape Strip Adjacent to LA County Library	21
Duarte Unified School District Administration Office	22
Northview Middle School Athletic Field	23

The following pages describe the parcels grouped as 11 properties.

North City Yard (Parcels 1-3):

The property, consisting of 3 legal parcels, is located on the South side of Oak Avenue. The property is currently used for Filed Services offices, equipment storage, a workshop and overflow plant storage.

North City Yard



APN: 8530-011-913
Size: 9,706 sq. ft.
Zoning: Public Facility

APN: 8530-011-914
Size: 3,642 sq. ft.
Zoning: Public Facility

APN: 8530-011-915
Size: 3,681 sq. ft.
Zoning: Public Facility

Acquisition Information
The former Redevelopment Agency purchased the property in 2005 for $649,000, or $38 per square foot of land area.

Purpose of Acquisition
This facility was acquired for the purpose to house the City's Field Services Division, which is the current use. The Division handles maintenance of City infrastructure and physical plant, and includes a City yard

Parcel Data
The three parcels are zoned Public Facility and are improved with a 2,266 square foot office building and adjacent parking spaces.

Current Value
Based on current zoning, use restrictions and the existing units, the parcels have no value.

Advancement of Planning Objectives
Not applicable.

History of Development Proposals and Activity
The North Yard building is adjacent to the Old City Hall facility. It was purchased for City use. A seismic safety and building accessibility assessment was completed for the building in January 2012 that determined that the building did not meet current accessibility requirements and needed some seismic upgrades. The cost to address these items was estimated at $215,000 just to address deficiencies with additional cost, of $100,000 to $150,000, necessary to address other building code issues.

PROPERTY INFORMATION

Address:
1101 Oak Avenue

Assessor's Parcel #:
8530-011-913; 8530-011-914; 8530-011-915

Lot Size:
17,029 Sf

Acquisition Date:
8/19/2005

Acquisition Price:
$649,000

Existing Improvements:
2,266 Sf office building and parking spaces

Current Zoning:
Public Facility

Use Restrictions:
Subject General Plan and zoning restrictions for Public Facility (Governmental) uses

Revenues Generated:
None

Contractual Requirements:
None

Environmental Contamination / Remediation:
None

TOD Potential:
None

Current Owner:
Successor Agency

Duarte Plaza Park (Parcel 4):

The Duarte Plaza is a City park located directly across from City Hall and is used as a public plaza and gathering area.

Duarte Plaza Park

APN: 8530-017-906
Size: 8,371 sq. ft.
Zoning: Open Space

Acquisition Information

Duarte Plaza Park, a City public park, is approximately 8,371 square feet. The larger property from which Duarte Plaza Park was created was approximately 26,000 square feet and was acquired by the former Redevelopment Agency in 2000 for $431,540, plus the former Redevelopment Agency incurred an additional $180,420 in relocation costs and $20,868 in demolition costs, for a total acquisition cost of $632,828.

Purpose of Acquisition

The property is part of implementing a pedestrian oriented Town Center vision in the central portion of the City. The retention of the property for development of a landscaped public plaza was recommended in 2004 by the then-existing Downtown Duarte Committee.

Parcel Data

The parcel is zoned for Open Space.

Current Value

Given that the parcel is restricted to public open space by the zoning, the current value is $0.

Advancement of Planning Objectives

Not applicable.

History of Development Proposals and Activity

In June 2006, the former Redevelopment Agency entered into a Disposition and Development Agreement (DDA) for the sale of approximately 17,629 square feet of the 26,000 square feet for development of a housing project consisting of 17 single family homes (13 detached units and four attached units), which was completed in 2007. The remaining approximately 8,371 square feet was situated across from City Hall and retained in former Redevelopment Agency ownership and was developed as Duarte Plaza Park, a City public park. The former Redevelopment Agency inadvertently failed to convey ownership of Duarte Plaza Park to the City. The annual cost to the City to maintain the park is approximately $3,000.

PROPERTY INFORMATION

Address:
No address

Assessor's Parcel #:
8530-017-906

Lot Size:
8,371 Sf

Acquisition Date:
2000

Acquisition Price:
$632,828

Existing Improvements:
Park

Current Zoning:
Open Space

Use Restrictions:
Property is zoned Open Space and has existing park improvements

Revenues Generated:
None

Contractual Requirements:
None

Environmental Contamination / Remediation:
None

TOD Potential:
None

Current Owner:
Successor Agency

Hacienda Park (Parcels 5-7):

Hacienda Park, a City park consisting of three legal parcels, was built in the 1970s and acts as a neighborhood park in the Rancho Verde neighborhood.

Hacienda Park

APN: 8610-001-900
Size: 24,674 sq. ft.
Zoning: Open Space

APN: 8610-001-901
Size: 20,598 sq. ft.
Zoning: Open Space

APN: 8604-009-910
Size: 36,130 sq. ft.
Zoning: Open Space

Acquisition Information
The former Redevelopment Agency acquired the property in 1978. It is located under electric transmission lines operated by Southern California Edison as part of the Tehachapi Renewable Transportation Project.

Purpose of Acquisition
The former Redevelopment Agency purchased the property for the purpose of constructing a neighborhood park in the Rancho Verde neighborhood. The parcels were dedicated by the Developer as a City park associated with a residential development (Tract 23089).

Parcel Data
The parcel is zoned for Open Space.

Current Value
Given that the parcel is restricted to public open space by zoning, the current value is $0.

Advanced Planning Objectives
Not applicable.

History of Development Proposals and Activity
The property has been used as a neighborhood park since the 1970s and costs the City approximately $11,000 per year to maintain. The former Redevelopment Agency inadvertently failed to convey the property to the City.

PROPERTY INFORMATION

Address:
2695 Hacienda Drive

Assessor's Parcel #:
8610-001-900; 8610-001-910; 8604-009-910;

Lot Size:
81,402 Sf

Acquisition Date:
11/16/1978

Acquisition Price:
$44,771 (estimate)

Existing Improvements:
Park

Current Zoning:
Open Space

Use Restrictions:
Undevelopable Open Space as it lies beneath the high power electric transmission lines operated by Southern California Edison

Revenues Generated:
None

Contractual Requirements:
None

Environmental Contamination / Remediation:
None

TOD Potential:
None

Current Owner:
Successor Agency

City of Duarte Senior Center (Parcel 8):

The Duarte Senior Center, consisting of one legal parcel, is located within the City's Civic Center.

Duarte Senior Center

APN: 8530-022-909
Size: 20,674 sq. ft.
Zoning: Public Facility

Acquisition Information

The former Redevelopment Agency purchased the parcel in 1988 for an unknown purchase price. The City paid for the construction of the Senior Center.

Purpose of Acquisition

The former Redevelopment Agency purchased the property with the purpose of constructing a senior center to be used by senior citizens living in Duarte. The parcel is part of the City's Civic Center.

Parcel Data

The parcel is zoned Public Facility and can only be used for government use and is improved with a two-story senior citizen center. Parking for the building is shared with other City-owned Civic Center buildings.

Current Value

Given that the current zoning is Public Facility and its current use is the Duarte Senior Center, the property has a current value of $0.

Advanced Planning Objectives

Not applicable.

History of Development Proposals and Activity

The City of Duarte Senior Center provides recreational opportunities and programs for area senior citizens and is part of the City's Civic Center consisting of City Hall and other government buildings. Numerous senior programs, including a senior lunch program, are operated at this facility. The City receives no income from the property and it is maintained by City staff. The former Redevelopment Agency inadvertently failed to convey the property to the City.

PROPERTY INFORMATION

Address:
1610 Huntington Drive

Assessor's Parcel #:
8530-022-909

Lot Size:
20,863 Sf

Acquisition Date:
4/28/1988

Acquisition Price:
$11,475 (estimate)

Existing Improvements:
Two story Senior Center

Current Zoning:
Public Facility

Use Restrictions:
Property is zoned Public Facility for government use

Revenues Generated:
None

Contractual Requirements:
None

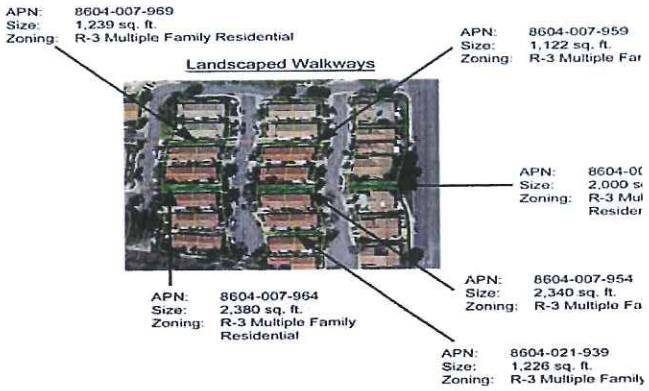
Environmental Contamination / Remediation:
None

TOD Potential:
None

Current Owner:
Successor Agency

Non-Contiguous Landscaped Walkways (Parcels 9-14)

The six non-contiguous parcels are landscaped walkway areas within a small lot subdivision (Tract 34276) known as Las Lomas Villas.



Acquisition Information
The former Redevelopment Agency purchased the parcels in 1997, with the exception of one parcel that was purchased in 1979, for an unknown purchase price.

Purpose of Acquisition
The parcels were purchased as part of a larger acquisition with the purpose of developing the Las Lomas Villas neighborhood. These parcels provide the sidewalk access for the residential development. The parcels were dedicated by the Developer as a City Park associated with a residential development. These parcels are required open space (walkways and landscaping areas), owned by the Successor Agency and maintained by the City through a maintenance assessment district.

Parcel Data
The six parcels are improved with landscaped walkways in the midst of the Las Lomas Villas residential development.

Current Value
While the parcels are zoned R-3 (Medium Residential Density), the use is restricted to open space and sidewalk access for the residential development. Hence the parcels are undevelopable and have a $0 current value.

Advanced Planning Objectives
Not applicable.

History of Development Proposals and Activity
The subdivision is part of a landscape maintenance district where property owners pay an assessment and the City maintains landscape in the front yards and along these landscaped sidewalk areas. Given the location of the parcels, they are not developable. The cost to the City to maintain the parcels exceeds the assessments generated from the assessments. Ownership by the former Agency appears to be an error and the property should be City-owned as it has been maintained by the City for years.

PROPERTY INFORMATION

Address:
No address

Assessor's Parcel #:
8604-021-939; 8604-007-953; 8604-007-954; 8604-007-959; 8604-007-964; 8604-007-969

Lot Size:
10,307 Sf

Acquisition Date:
2/15/1997; 5/17/1979 (969)

Acquisition Price:
$4,074 (estimate)

Existing Improvements:
Landscaped walkways

Current Zoning:
R-3 (Medium Residential Density)

Use Restrictions:
Open space and sidewalk access for a residential development

Revenues Generated:
None

Contractual Requirements:
None

Environmental Contamination / Remediation:
None

TOD Potential:
None

Current Owner:
Successor Agency

Old Texaco Site (Parcels 15 – 16):

The property consisting of two legal parcels, is located on the NWC of Huntington Drive and Buena Vista Avenue and is surrounded by public streets on the south and east sides, by a parking lot of an adjacent shopping center on the north and by a commercial building built at the property line on the west. The highest and best use for the property is a retail commercial use as it is adjacent to the Ralph's Shopping Center, at a major commercial corner in the City and along Huntington Drive, which is the main commercial corridor in the City.

Old Texaco Site

APN: 8530-003-930
Size: 13,647 sq. ft.
Zoning: Commercial General

APN: 8530-003-931
Size: 10,719 sq. ft.
Zoning: Commercial General

Acquisition Information

The property was purchased by the former Redevelopment Agency in 2004 for $1.05 million, or $43 per square foot of land area.

Purpose of Acquisition

The purpose of the acquisition was to develop the property with approximately 4,500 square feet of restaurant and retail uses.

Parcel Data

This property is a corner property that is zoned General Commercial (C-G), a designation that permits retail commercial development. It has the advantage of being on the corner of two arterial streets, but is also constrained because of its size and its limited access to the street. Access to the site will be limited to one driveway access on Huntington Drive and another access drive onto the adjacent shopping center property.

Because of the parking requirements, set-back requirements, and the need to access the adjacent property, it is estimated that the maximum floor area ratio that can be attained on the site is approximately 0.18, or 4,400 square feet; if a restaurant use is located in one or all of the tenant spaces, this coverage would be less. Depending on the future tenants and how much restaurant use is proposed (food uses require more parking), it is anticipated that the site could accommodate 2,800 to 4,500 square feet of building area.

Current Value

A recent appraisal is not available. It should be noted, however, that this property will be required to obtain a shared access agreement with the adjacent shopping center to allow access to Buena Vista Street. In addition to any cost in obtaining this shared access, the property will also be burdened with the cost of a minor parking lot redesign for the adjacent property because the shared access will require the relocation or removal of some parking spaces. As such, these access and parking issues will negatively impact the value of the property.

PROPERTY INFORMATION

Address:
1263 Huntington Drive

Assessor's Parcel #:
8530-003-930; 8530-003-931

Lot Size:
24,366 Sf

Acquisition Date:
5/24/2004

Acquisition Price:
$1,052,030

Existing Improvements:
Vacant

Current Zoning:
General Commercial (G-C)

Use Restrictions:
Reciprocal access agreement with adjacent center required

Revenues Generated:
None

Contractual Requirements:
None

Environmental Contamination / Remediation:
The property is a former gas station. An UST was removed and final sign-off received from the County of Los Angeles

TOD Potential:
None

Current Owner:
Successor Agency

Based on area sales comparables, the market values range from $17 to $22 per square foot, or $414,222 to $536,052.

Advancement of Planning Objectives

The property is referred to in the Implementation Plan as "Retail Project (NWC Huntington Drive & Buena Vista)". The stated goal is to develop the property with approximately 4,500 square feet of restaurant and retail. Appendix F includes the plans that have been rendered for the site.

History of Development Proposals and Activity

The former Redevelopment Agency entertained several development proposals for the property since 2004 but property constraints made development difficult in a sluggish economy. At one point, the former Redevelopment Agency contracted with an architect to develop a concept plan that allowed for a corner building, joint access with the adjacent shopping center, and a public seating area.

Near SEC Huntington & Mountain (Parcels 17 – 19):

The property, consisting of three legal parcels, is surrounded to the north by a public street; the west by a multi-family residential project; to the south by single-family homes; and to the east by the Mountain Vista Plaza Shopping Center. Because it is adjacent to the Mountain Vista Plaza Shopping Center, the highest and best use for the property is commercial development.

Near SEC Huntington & Mountain

APN: 8530-013-904
Size: 13,602 sq. ft.
Zoning: Commercial General

APN: 8530-013-902
Size: 12,439 sq. ft.
Zoning: Commercial General

APN: 8530-013-903
Size: 18,897 sq. ft.
Zoning: Commercial General

Acquisition Information

The former Redevelopment Agency purchased the three lots between 2001 and 2008 for a total of $1.20 million.

Purpose of Acquisition

The parcels were purchased with the intent of assembling them together with the 11,073 square foot property located at 956 Huntington Drive. With the four properties assembled, the development site would total 55,217 square feet, or 1.267 acres. The 956 Huntington Drive property is surrounded by these three parcels but as of now remains owned by a resident of a house on that lot. The expansion of the Mountain Vista Plaza Shopping Center may be a possible use for the property.

Parcel Data

The property is zoned General Commercial (G-C), a designation that permits retail commercial development.

Current Value

A recent appraisal is not available for the parcels. The property is constrained by the presence of the 956 Huntington Drive property and will have an extremely limited value unless it is assembled with these parcels. The property has the advantage of being along Huntington Drive and adjacent to the Mountain Vista Plaza Shopping Center. Because the most effective development of this property requires the acquisition of the 956 Huntington Drive property owned by a private party, there has been minimal interest in the parcels.

PROPERTY INFORMATION

Address:
946, 952, 962 Huntington Drive

Assessor's Parcel #:
8530-013-902; 8530-013-903; 8530-013-904

Lot Size:
43,887 Sf

Acquisition Date:
946 – 8/14/2001
952 – 7/15/2008
962 – 8/14/2001

Acquisition Price:
$1,195,522

Existing Improvements:
Vacant

Current Zoning:
General Commercial (G-C)

Use Restrictions:
Additional property not owned by Successor Agency is necessary for development of this property

Revenues Generated:
None

Contractual Requirements:
None

Environmental Contamination / Remediation:
None

TOD Potential:
None

Current Owner:
Successor Agency

Based on area sales comparables, the market values range from $17 to $22 per square foot, or $763,946 to $988,636.

Advancement of Planning Objectives

This property is referred to in the Implementation Plan as the "SEC of Huntington Drive and Mountain Avenue". The goal for the property is to extend the commercial developments to the south and east with additional retail and possibly residential opportunities.

History of Development Proposals and Activity

There have been no development proposals or activity since the property as acquired due to the sluggish economy and the need to acquire other properties not under the former Redevelopment Agency's ownership.

Wal-Mart Fragment (Parcel 20):

This parcel is 18 feet wide and is part of the Wal-Mart project. A portion of the parcel is a landscaped area that is maintained by Wal-Mart.

APN: 8528-001-901
Size: 10,831 sq. ft.
Zoning: Mountain/Evergreen Specific Plan

Walmart Fragment

Acquisition Information
The former Redevelopment Agency purchased the parcel in 1995 for an unknown purchase price.

Purpose of Acquisition
The acquisition of the parcel was part of a larger acquisition for the purpose of developing a Wal-Mart store.

Parcel Data
The parcel falls under the Mountain/Evergreen Specific Plan.

Current Value
The parcel has no value ($0) given it is undevelopable and part of parking lot landscaping for the Wal-Mart store. The Successor Agency ownership is an error and there will likely be a cost to transferring the property.

Advanced Planning Objectives
Not applicable.

History of Development Proposals and Activity
The parcel should have been transferred to the adjacent property owner, Wilmington Trust (Wal-Mart) as part of the project and remains in the former Redevelopment Agency ownership as a result of an inadvertent error.

PROPERTY INFORMATION

Address:
No address

Assessor's Parcel #:
8528-001-901

Lot Size:
10,831 Sf

Acquisition Date:
1/23/1995

Acquisition Price:
$124,881 (estimate)

Existing Improvements:
Landscaping and parking

Current Zoning:
Mountain/Evergreen Specific Plan

Use Restrictions:
The property is not developable; it is part of a larger commercial development

Revenues Generated:
None

Contractual Requirements:
None

Environmental Contamination / Remediation:
None

TOD Potential:
None

Current Owner:
Successor Agency

Landscape Strip Adjacent to LA County Library (Parcel 21):

The parcel is a small landscaped strip of land adjacent to the LA County Library driveway.

CarMax Fragment

APN: 8530-016-
Size: 3,403 sq. f
Zoning: Commerci

Acquisition Information
The former Redevelopment Agency purchased the parcel in 1997 for an unknown purchase price.

Purpose of Acquisition
The acquisition of the parcel was part of a larger acquisition for the purpose of developing the adjacent CarMax dealership and was left as a landscaped area for the LA County Library.

Parcel Data
The parcel is zoned Commercial Facility and is currently a portion of the CarMax parking lot.

Current Value
The parcel has no value ($0) given it is undevelopable and an easement for access to the adjacent Library. There will likely be a cost to transferring the property.

Advanced Planning Objectives
Not applicable.

History of Development Proposals and Activity
The CarMax project was developed pursuant to a Disposition and Development Agreement between C-Max Auto Superstores, Inc. and the former Redevelopment Agency dated May 13, 1997. The Car Max auto dealership was developed shortly thereafter and has been operating on the site ever since. The parcel Was not included in the CarMax development but was kept as a small landscaped strip for the adjacent LA County Library through an easement.

PROPERTY INFORMATION

Address:
No address

Assessor's Parcel #:
8530-016-916

Lot Size:
3,403 Sf

Acquisition Date:
11/14/1997

Acquisition Price:
$1,872 (estimate)

Existing Improvements:
Parking lot

Current Zoning:
Commercial Professional

Use Restrictions:
The property is not developable; it is part of a landscape area adjacent to Library

Revenues Generated:
None

Contractual Requirements:
None

Environmental Contamination / Remediation:
None

TOD Potential:
None

Current Owner:
Successor Agency

Duarte Unified School District Administration Office (Parcel 22):

The property is a portion of the Duarte Unified School District administration office building and maintenance facility. The Property is held by the Successor Agency by Assessor error and should be owned by the Duarte Unified School District.

School District
Administration Site

APN: 8530-022-906
Size: 48,787 sq. ft.
Zoning: Public Facility

Acquisition Information
The former Redevelopment Agency purchased the parcel in 1988 for an unknown purchase price.

Purpose of Acquisition
The former Redevelopment Agency acquired the parcel for the purpose of conveying the property to the Duarte Unified School District.

Parcel Data
The parcel is zoned Public Facility and is improved with an office building.

Current Value
The property, given its zoning and use restrictions is currently valued at $0. It is likely that there will be a cost to transfer the property.

Advanced Planning Objectives
Not applicable.

History of Development Proposals and Activity
The property is in the former Redevelopment Agency ownership as a result of an inadvertent error.

PROPERTY INFORMATION

Address:
1634 Huntington Drive

Assessor's Parcel #:
8530-022-906

Lot Size:
1.12 acres

Acquisition Date:
2/29/1988

Acquisition Price:
$26,833 (estimate)

Existing Improvements:
Offices

Current Zoning:
Public Facility

Use Restrictions:
The property is not developable; it is part of the larger school district administration offices and maintenance facilities

Revenues Generated:
None

Contractual Requirements:
None

Environmental Contamination / Remediation:
None

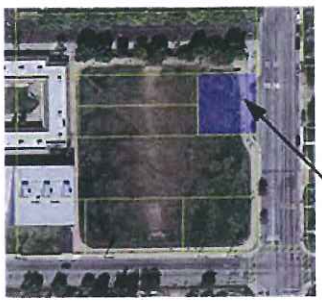
TOD Potential:
None

Current Owner:
Successor Agency

Northview Middle School Athletic Field (Parcel 23):

This property is a portion of the Duarte Unified School District's Northview Middle School athletic field. . The Property is held by the Successor Agency by Assessor error and should be owned by the Duarte Unified School District.

Northview
Middle School



APN: 8530-023-906
Size: 9,700 sq. ft.
Zoning: Public Facility

Acquisition Information
The former Redevelopment Agency purchased the parcel in 1990 for an unknown purchase price.

Purpose of Acquisition
The former Redevelopment Agency acquired the parcel for the purpose of conveying the property to the Duarte Unified School District.

Parcel Data
The parcel is zoned Public Facility and is improved with an athletic field.

Current Value
The property has $0 value given the use and zoning. It is likely that there will be a cost to transfer the property.

Advanced Planning Objectives
Not applicable.

History of Development Proposals and Activity
The property is in the name of the former Redevelopment Agency ownership as a result of an inadvertent error.

PROPERTY INFORMATION

Address:
1417 Highland Avenue

Assessor's Parcel #:
8530-023-906

Lot Size:
9,700 Sf

Acquisition Date:
6/18/1990

Acquisition Price:
$5,335 (estimate)

Existing Improvements:
Athletic field

Current Zoning:
Public Facility

Use Restrictions:
The property is not developable; it is a portion of the Northview Middle school sports field

Revenues Generated:
None

Contractual Requirements:
None

Environmental Contamination / Remediation:
None

TOD Potential:
None

Current Owner:
Successor Agency

Long Range Property Management Plan

Successor Agency to the Dissolved Redevelopment Agency of the City of Duarte

PART II: PROPERTY DISPOSITION & USE

The second part of the LRPMP provides the planned use or disposition of each of the three properties in the manner described in Health & Safety Code Section 34191.5(c)(2). The following summarizes the four types of permitted disposition/use:

Plan Category	Use/Disposition Purpose of Property	Property Transferee
Enforceable Obligation	Use Consistent with Enforceable Obligation Terms	Designated Enforceable Obligation Recipient
Governmental	Governmental Use in Accordance with Section 34181(a)	Appropriate Public Jurisdiction
Approved Redevelopment Plan Project	Transfer to City for use in a project identified in the Approved Redevelopment Plan. Disposition proceeds to be distributed among Taxing Entities in accordance with a Compensation Agreement	City
Other Liquidation	Sale by Successor Agency to private buyer with proceeds distributed to Taxing Entities	Approved Buyer

Summary of Plan Category Decision

The relevant "approved redevelopment plan" that identifies the projects for which the properties will be disposed and used consists of:

- The Duarte Merged Redevelopment Plan, which was adopted by Ordinance No. 742 on July 13, 1999 and became effective on August 12, 1999 (Appendix D); and
- The accompanying Implementation Plan for the Merged Project Area (Implementation Plan) adopted by the Former RDA by Resolution No. RA-385 on December 8, 2009 (the Implementation Plan Resolution) in accordance with the requirements of Health & Safety Code Section 33490 (Appendix E).
- Old Texaco Site Plans

Redevelopment Plan

The objectives and goals of the Redevelopment Plan are provided below:

Redevelopment Plan Objectives:

1. Eliminate blighting influences in the Project Area including deteriorating buildings, obsolete structures and other environmental, economic and social deficiencies; improve the overall appearance of buildings, streets, parking areas and other facilities, public and private.
2. Provide adequate streets, curbs, gutters and street lights and permit improved pedestrian and/or vehicular circulation in the Project Area.
3. Strengthen retail and other commercial functions throughout the Project Area.

Long Range Property Management Plan

Successor Agency to the Dissolved Redevelopment Agency of the City of Duarte

4. Change the pattern of land use along the Huntington Drive "corridor" area by creating and encouraging a desirable setting for medium density residential development as well as sub-regionally oriented retail/commercial uses.
5. Provide adequate land for parking and open space.
6. Provide street furniture (benches, trash receptacles, etc.), landscaping, public plazas and thematic crosswalks to improve the aesthetic environment of the Project Area.
7. Preserve artistically, architecturally and historically worthwhile structures and sites.
8. Establish and implement criteria to assure high site design standards and environmental quality and other design elements which provide unity and integrity to the entire project.
9. Strengthen and upgrade existing residential uses.
10. Cause the undergrounding of unsightly overhead utility lines.

Redevelopment Plan Goals

1. Implement the land uses and concepts of the General Plan and the Zoning Ordinance as may be amended from time to time.
2. Provide adequate public improvements, public facilities, open spaces and utilities which cannot be remedied by private or governmental action without redevelopment.
3. Assure that buildings are safe for persons and businesses to occupy.
4. Encourage cooperation and participation of residents, businesspersons, public agencies and community organizations in revitalizing the area.
5. Encourage private sector investment in development of the area.
6. Promote the economic wellbeing of the area by encouraging diversification of its commercial base.
7. Promote development of local job opportunities.
8. Provide for relocation assistance and benefits to area businesses and residences, which may be displaced, in accordance with the provisions of Redevelopment Law and the Government Code of the State of California.
9. Make provision for housing as is required to satisfy the needs and desires of various age, income and ethnic groups of the community, maximizing opportunity for individual choice.
10. Provide a procedural and financial mechanism by which the Agency can assist, complement and coordinate public and private development, redevelopment, revitalization and enhancement of the community.

Implementation Plan

The goals and objectives of the Implementation Plan match those of the Redevelopment Plan. However, the following property-specific programs mentioned in the Implementation Plan are as follows:

Retail Project (NWC Huntington Drive and Buena Vista) – Parcels 15 – 16

This property is also referred to as the Old Texaco Site. The goal is to develop the property with approximately 4,500 square feet of restaurant and retail space.

Long Range Property Management Plan

Successor Agency to the Dissolved Redevelopment Agency of the City of Duarte

SEC of Huntington Drive and Mountain Avenue – Parcels 17 – 19

The area north of the Best Buy center, west of Mountain Vista Plaza (Target) shopping center, south of Huntington Drive and east of Mountain Avenue consists of a mix of commercial, industrial, single-family residential and multi-family residential. There are multiple ownerships and much of the area is blighted. The goal for the property is to extend the commercial developments to the south and east with additional retail and possibly residential opportunities.

Long-Term Planned Use / Disposition of Each Property

As required by Health & Safety Code Section 34191.5(c)(2), the LRPMP identifies that:

- None of the parcels are needed to be retained for purposes of fulfilling an enforceable obligation;
- Nine (9) of the properties (18 legal parcels) are dedicated for governmental use purposes;
- One (1) property (two legal parcels) is to be liquidated or held for approved redevelopment plan projects; and
- One (1) of the properties is to be held for approved redevelopment plan projects.

Properties to be Retained for Governmental Use

The following summarizes the properties to be retained for governmental use:

Property	Parcel #s	Recipient	Estimated Current Value	Sales Price to Recipient
North City Yard	1, 2, 3	City	$0	$0
Duarte Plaza Park	4	City	$0	$0
Hacienda Park	5, 6, 7	City	$0	$0
Duarte Senior Center	8	City	$0	$0
Un-Contiguous Landscaped Walkways	9, 10, 11, 12, 13, 14	City	$0	$0
Wal-Mart Fragment	20	City/Mountain Vista Plaza Partnership	$0	$0
Landscape Strip Adjacent to LA County Library	21	County	$0	$0
School District Administration Office	22	School District	$0	$0
Northview Athletic Field	23	School District	$0	$0

Long Range Property Management Plan

Successor Agency to the Dissolved Redevelopment Agency of the City of Duarte

North City Yard

The three parcels are zoned as Public Facility and are improved with a 2,266 square foot office building and a parking lot. The cost to upgrade the building to be handicapped accessible is estimated at $200,000, which exceeds value of building. The parcels will transfer to the City at no cost, which is the same as the effective current value.

Duarte Plaza Park

This parcel is zoned as Open Space. The City is responsible for the maintaining the property. The parcel will be transferred to the City at no cost, which is the same as the effective current value. Parcel is located across the street from City Hall.

Hacienda Park

This City park has been in existence since 1978 and is zoned as Open Space. The City is responsible for maintaining the property. The parcel will be transferred to the City at no cost, which is the same as the effective current value.

Duarte Senior Center

Parcel 8 is the City's Senior Center. The property is zoned as Public Facility and the City is responsible for maintaining the property. The parcel will be transferred to the City at no cost, which is the same as the effective current value.

Un-Contiguous Landscaped Walkways

During a search of properties owned by the former Agency, the City discovered that four parcels remain in the name of the former Agency but should have been transferred to the appropriate party but was not due to administrative error.

These parcels are fragments throughout the Las Lomas Villas, a residential development. As a requirement for the development, the walkways were created and are now maintained by the City. While the neighborhood pays into a landscape maintenance district, the costs to maintain the parcels is usually higher than the assessments generated. The parcels will be transferred to the City at no cost, which is the same as the effective current value.

Wal-Mart Fragment

The former Redevelopment Agency and Mountain Vista Plaza Partnership entered into the agreement that led to the sale of property on which Wal-Mart was developed in 1995. That sale included this remnant parcel that inadvertently was not included due to an administrative error. The sale of the various parcels that comprised the property on which the shopping center was developed included this remnant parcel and was included in the sale price paid to the former Redevelopment Agency. As such, this remnant parcel, which effectively is owned and maintained by Mountain Vista Plaza Partnership, must be transferred by the City to the shopping center owner. The parcel will be transferred to the City and then Mountain Vista Plaza Partnership at no cost, which is the same as the effective current value.

Long Range Property Management Plan

Successor Agency to the Dissolved Redevelopment Agency of the City of Duarte

Landscape Strip Adjacent to LA County Library

This remnant parcel is an easement for access to the adjacent LA County Library. As such, the property will be transferred to the County at no cost, which is the same as the effective current value.

Duarte Unified School District Administration Site

This parcel was inadvertently not transferred to the Duarte Unified School District by Assessor error. In fact the Assessor Map labels the parcel as school use. The parcel is a portion of Duarte School District Administration building and adjacent driveway. As a part of the LRPMP, the parcel will be transferred to the Duarte Unified School District at no cost, which is the same as the effective current value.

Northview Middle School Athletic Field

This parcel was inadvertently not transferred to the Duarte Unified School District by Assessor error. Again, the Assessor Map labels the parcel as school use. The parcel is a portion of the Northview School soccer field. As a part of the LRPMP, the parcel will be transferred to the Duarte Unified School District at no cost, which is the same as the effective current value.

Properties to be Sold

The following summarizes the properties to be sold:

Property	Parcel #s	Recipient	Estimated Current Value	Sales Price to Recipient
Old Texaco Site	15, 16	City/Future Developer	$414,222 - $536,052	Reuse Value to be determined

Old Texaco Site

The Successor Agency is currently in negotiations with an adjacent property owner, WRI Golden State, LLC, for the sale of the parcels as a commercial site with the existing concept plans included. This property has the potential to be included as a development piece tied to the comprehensive mixed-use project that is desired to the east on the Big Lots center property and adjacent properties. The proceeds from the sale at a reuse value to be determined by an appraisal will be distributed to the Taxing Entities.

If the sale to WRI Golden State, LLC does not occur, the property will be transferred to the City for future development in accordance with the Implementation Plan. The City will prepare a request for proposals for the property to be purchased at the reuse value. Finally, if the City is unable to find a buyer for the property that will comply with the existing concept plans, the City will separately market the two parcels. The proceeds from the sale of these parcels after the transfer to the City will be subject to a Compensation Agreement that the City will have entered into with the Taxing Entities prior to the transfer to the City.

Long Range Property Management Plan

Successor Agency to the Dissolved Redevelopment Agency of the City of Duarte

Properties to be Retained for Future Development

The following summarizes the properties to be retained for future development:

Property	Parcel #s	Recipient	Estimated Current Value	Sales Price to Recipient
Near SEC Huntington & Mountain	17, 18, 19	City/Future Developer	$736,946 - $988,636	Reuse Value to be determined

Near SEC Huntington & Mountain

The parcels will be transferred to the City for future development in accordance with the Compensation Agreement that the City will enter into with the Taxing Entities. The property will be sold with a contingency that it be developed along with the 956 Huntington Drive property (the abutting single family home property in private ownership that is necessary). The property will be sold at a reuse value to be determined by an appraisal. The property may have value to the adjacent Mountain Vista Plaza shopping center ownership and that ownership would be contacted to determine interest. Each of these options is in keeping with the Implementation Plan.

Implementation Steps

The following summarizes the steps to transfer the properties as government use, or for future development.

Government Use

The Successor Agency, upon approval of this LRPMP, promptly will affect the transfer of the government use properties to the applicable public entity by grant deed or quitclaim deed.

For Sale

The Successor Agency, upon approval of this LRPMP, will conclude negotiations for the Old Texaco site with the adjacent property owner. If the negotiations are successful, the proceeds from the sale will be distributed to the Taxing Entities. However, if the negotiations are not successful, the Successor Agency will transfer the property to the City for future development in accordance with a Compensation Agreement with the Taxing Entities.

Properties to be Retained for Development – Guidelines for Future Development

The City will enter into a Compensation Agreement with the other taxing entities as is required under HSC Section 34180(f) to provide payments to them in proportion to their share of the base property tax for the value of the property retained. While this agreement has yet to be executed, the City intends to enter into one prior to the transfer of the property to the City.

Long Range Property Management Plan

Successor Agency to the Dissolved Redevelopment Agency of the City of Duarte

Upon transfer pursuant to this LRPMP, the City will cause the properties to be developed in accordance with the following principals and guidelines:

1. Qualified Real Estate Developer. Each property will be disposed of to a qualified real estate developer (Developer) with the experience and financial capability to timely acquire and develop the property in accordance with an approved Disposition and Development Agreement (DDA) or other type of agreement. The Developer will be selected through an appropriate selection process involving solicitation of interested prospective developers through a request for qualifications (RFQ), Request for Proposals (RFP), qualified bid or similar selection process.
2. DDA or Other Type of Agreement. Each property will be disposed of and developed pursuant to an approved DDA. The purchase price or lease payments to be paid by the Developer of each property under the DDA will equal not less than either the fair market value of the property or the fair reuse value of the property at the use and with covenants and conditions and the development costs authorized pursuant to the DDA, as determined by formal action of the Successor Agency. Among other provisions, each DDA will require the Developer to:
   a. Meet specified pre-disposition conditions demonstrating its readiness and ability to commence construction;
   b. Develop the property in accordance with the General Plan and the specific land use entitlements granted by the City; and
   c. Commence and complete construction of the approved development within specified deadlines.
3. Legislative Body Approval. The Developer, the DDA and any substantial amendment to the DDA for each property will be subject to approval by the City Council at a public meeting duly noticed in accordance with the notices and procedures described in Health and Safety Code Section 33433(a).

While the timing of disposition and development of each property will depend on market conditions and interest of the private real estate development and financing community, it is currently anticipated that such disposition and development may occur generally in accordance with the following process:

OB-14-08

OVERSIGHT BOARD RESOLUTION NO. OB-14-08

A RESOLUTION OF THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO THE DISSOLVED REDEVELOPMENT AGENCY OF THE CITY OF DUARTE APPROVING THE LONG RANGE PROPERTY MANAGEMENT PLAN (JUNE 2014 REVISION) PURSUANT TO HEALTH AND SAFETY CODE SECTION 34191.5

WHEREAS, as part of the 2011-12 State budget bill, the California Legislature enacted and the Governor signed, from the 2011-12 First Extraordinary Session, Assembly Bill X1 26 ("AB X1 26"), requiring that each redevelopment agency be dissolved; and

WHEREAS, on December 29, 2011, the California Supreme Court upheld the validity of AB X1 26 and modified certain of the dates pertaining to actions related to the dissolution of redevelopment agencies; and

WHEREAS, as of February 1, 2012, the Redevelopment Agency of the City of Duarte ("RDA") was dissolved pursuant to the provision of AB X1 26; and

WHEREAS, the City Council of the City of Duarte by operation of law and by action duly and regularly taken became the successor agency to the dissolved redevelopment agency ("Successor Agency"); and

WHEREAS, the State Legislature enacted and the Governor signed into law, effective June 27, 2012, Assembly Bill 1484 ("AB 1484"), which amended AB X1 26; and

WHEREAS, among its provisions, AB 1484 requires the Successor Agency to prepare for Oversight Board approval, and thereafter submission to the California Department of Finance for approval, a "long range property management plan" pursuant to Health and Safety Code Section 34191.5, which plan, among other required information, is to identify real properties owned by the former RDA and the proposed disposition of those properties; and

WHEREAS, pursuant to the requirements of Health and Safety Code Section 34191.5, the Successor Agency has prepared a Long Range Property Management Plan; and

WHEREAS, the Long Range Property Management Plan was presented for review and approval to the Board of the Successor Agency at its meeting of August 27, 2013, and at that meeting the Board of the Successor Agency approved the Long Range Property Management Plan as presented and recommended Oversight Board approval of same; and

WHEREAS, the Oversight Board to the Successor Agency has been appointed pursuant to Health and Safety Code Section 34179; and

WHEREAS, the Successor Agency has presented the Long Range Property Management Plan as described above to the Oversight Board for its approval pursuant to Health and Safety Code Section 34191.5;

page 84 blank

OB-14-08

WHEREAS, the Oversight Board reviewed and approved the Long Range Property Management Plan at its September 9, 2013 meeting and the document was submitted to the State for review and this revision is to address comments made in the process of that review;

NOW, THEREFORE, the Oversight Board resolves as follows:

Section 1. The foregoing Recitals are incorporated herein and made a part hereof.

Section 2. The Long Range Property Management Plan (June 2014 Revision), attached as Exhibit "A" to this Resolution, is hereby approved.

Section 3. The Oversight Board authorizes and directs the Successor Agency staff to (1) make any technical and clerical corrections or modifications to the Long Range Property Management approved pursuant to this Resolution as necessary to submit the Long Range Property Management Plan to the California Department of Finance no later than six months after the Successor Agency's receipt, pursuant to Health and Safety Code Section 34179.7, of a Finding of Completion from the Department of Finance; and (2) thereafter respond to any inquiries and make such other and further revisions to the Long Range Property Management Plan in response the Department of Finance's review, and ultimately obtain approval from the Department of Finance of the Long Range Property Management Plan.

PASSED, APPROVED, AND ADOPTED by the Oversight Board this 2nd day of June, 2014.

Chair John Fasana

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

I, Marla Akana, Secretary to the Oversight Board, hereby certify that the foregoing resolution was duly adopted at a regular meeting of the Oversight Board, held on the 2nd day of June, 2014, by the following vote:

AYES: Board Members: Bauler, Burnett, Cheng, Golding, Kirchner, Fasana

NOES: Board Members: None

ABSENT: Board Members: None

Marla Akana
Secretary, Oversight Board

page 86 blank

DUARTE SUCCESSOR AGENCY
LOS ANGELES COUNTY
LONG RANGE PROPERTY MANAGEMENT PLAN - PROPERTY INVENTORY DATA

No.	Property Type	Permissable Use	Permissable Use Detail	Acquisition Date	Value at Time of Acquisition	Estimated Current Value	Value Basis	Date of Estimate	Proposed Sale Value	Proposed Sale Date	Purpose for which property was acquired	Address	APN #	Lot Size	Current Zoning	Estimate of Income/ Revenue	Contractual Requirements	Environmental History	TOD Potential	Advancement of planning objectives of the successor agency	History of previous development proposals and activity
	North City Yard																				
1	Offices	G	Transfer to City	8/19/2005	$648,000	$0	Existing Use	9/30/2011	$0	ASAP	City Hall annex / Field Services Division	1301 Oak Avenue	8538-011-912 8538-011-914 8538-011-915	17,029	Comm / Twl	None	None	None	None	N/A	None
2	Offices																				
3	Offices																				
	Duarte Plaza Park																				
4	Park	G	Transfer to City	1/23/2007	$637,820	$0	Existing Use	9/30/2011	$0	ASAP	City Park	1569 Huntington Drive	8538-017-906	8,371	Open Space	None	None	None	None	N/A	None
	Hacienda Park																				
5	Park	G	Transfer to City	11/16/1978	$14,771	$0	Existing Use	9/30/2011	$0	ASAP	City Park	2685 Hacienda Drive	8610-001-900 8610-001-901 8604-002-910	*24,934 20,599 *34,170	Open Space	None	None	None	None	N/A	None
6	Park																				
7	Park																				
	Duarte Senior Center																				
8	Sr. Center	G	Transfer to City	4/28/1988	$11,435	$0	Existing Use	9/30/2011	$0	ASAP	City Senior Center	1620 Huntington Drive	8530-012-909	20,853	Public Facility	None	None	None	None	None	None
	Non-Contiguous Landscaped Walkways																				
9	Landscaped Walkways in a Residential Sanitarium	G	Transfer to City	2/15/1978	$4,074	$0	Existing Use	4/22/2014	$0	ASAP	Landscape Area	No Address	8604-007-945	2,650	R-1	None	None	None	None	None	Developed as part of residential project
10				2/15/1978									8604-007-954	* 2,340							
11				2/15/1978									8604-007-959	* 1,133							
12				2/15/1978									8604-007-964	* 3,390							
13				2/15/1978									8604-007-963	* 1,234							
14				2/27/1978									8604-021-939	* 1,226							
	Old Texaco Site																				
15	Lot/Land	For Sale	Commercial Development	6/24/2004	$1,652,030	$439,222 - $536,592	Recent Comps	4/22/2014	Resale Value TBD	ASAP	Commercial Development	1763 Huntington Drive	8530-003-910 8530-003-911	24,306	GC	None	None	None	None	Yes	No activity due to acquisition
16	Lot/Land																				
	Near SEC Huntington & Mountain																				
17	Lot/Land	RD	Assembly for Barges project	8/14/2001	$1,195,522	$769,848 - $938,636	Resale Comps	4/22/2014	Resale Value TBD	ASAP	Assembly for larger project	948 Huntington Drive	8530-013-902	44,038	G C	None	None	None	None	Yes	None due to still assembling properties
18	Lot/Land			7/15/2005								952 Huntington Drive	8530-013-903								
19	Lot/Land			8/14/2001								962 Huntington Drive	8530-013-904								
	Wal-Mart Fragment																				
20	Landscaping and parking	G	Transfer to City	1/23/1995	$124,881	$0	Undeveloped land	4/22/2014	$0	ASAP	Landscaping and parking	No Address	8528-001-901	10,821	Mountain / Evergreen SP	None	None	None	None	N/A	Developed as part of Wal Mart
	Landscape Strip Adjacent to LA County Library																				
21	Parking lot	G	Transfer to County	11/14/1997	$1,872	$0	Undeveloped land	4/22/2014	$0	ASAP	Parking lot	No Address	8530-016-916	3,401	Commercial / Driveway	None	None	None	None	N/A	Developed as part of CarMax
	Duarte Unified School District Administration Offices																				
22	Office	G	Transfer to Duarte Unified School District	2/27/1989	$26,439	$0	AV	4/22/2014	$0	ASAP	School District offices	1620 Huntington Drive	8530-012-909	48,787	Public Facility	None	None	None	None	N/A	Developed as part of school district offices
	Northview Middle School Athletic Field																				
23	Athletic Field	G	Transfer to Duarte Unified School District	9/30/1990	$5,335	$0	AV	4/22/2014	$0	ASAP	Northview Middle School	1417 Highland Avenue	8539-023-906	8,700	Public Facility	None	None	None	None	N/A	Developed as part of Northview Middle School project

Prepared by: Keyser Marston Associates, Inc.
Filename: Duarte Summary Matrix - 04 23 14, Sheet: pk

page 88 blank

Appraisers' Qualifications

HAWRAN & MALM, LLC
REAL ESTATE APPRAISERS

Sydney H. Hawran, MAI
James C. Malm

901 Dove Street, Suite 155
Newport Beach, California 92660

Telephones:
(949) 477-4977
(800) 734-0074
Facsimile:
(949) 477-4976

State Certification No. AG018039

Sydney H. Hawran, MAI
Qualifications

Experience

Hawran & Malm, LLC *(formerly Donahue, Hawran & Malm, LLC)*

Principal Member – Continuing senior valuation analyses of all property types, large project management and review responsibilities. Her practice includes valuation of complex partial acquisitions from a variety of commercial, residential subdivision, and industrial properties, and expertise in multi-parcel acquisitions for large agency projects. She is qualified as an expert witness in San Bernardino, Santa Barbara, San Diego, and Orange County Superior Courts.

Donahue and Company, Inc.

Vice President – Responsible for valuation of all property types. Ms. Hawran's assignments included the analysis of fee simple, leased fee, and leasehold interests for litigation and negotiation purposes. Significant experience in appraisal, project management, and review of multiple-parcel full and partial acquisitions and damage analysis for large landholdings and major income properties for eminent domain purposes.

Lea Associates, Inc.

Senior Analyst – Provided real estate analysis and studies, with emphasis on narrative appraisal assignments dealing with all major real estate categories. Project management duties included review of and guidance in appraisal practice to staff appraisers. Significant appraisal assignments include the valuation of a planned community in Ventura County. Other major property types included office and hotel along the I-5 Freeway for right of way acquisition.

Prior to 1992

Ms. Hawran provided real estate consultation and analytical services for public and private sectors. Her range of appraisal experience encompasses commercial and industrial property, including office buildings, retail centers, hotel/motels, and industrial buildings throughout Southern California. Land appraisal assignments have included agricultural, agricultural/residential subdivision, multi-residential, and commercial/industrial site valuation. Property rights appraised have included fee simple and leased fee interest. Other appraisal assignments have included the valuation of access rights, partial interest, easement, and full acquisition appraisal work in all of the preceding property types, along with highest and best use studies and absorption estimates. The concentration of Ms. Hawran's work has been performed in Orange, San Bernardino, Riverside, San Diego, and Los Angeles counties. Ms. Hawran spent eight years as a Right of Way Agent for the State of California Department of Transportation serving in the appraisal, relocation, and acquisition functions of the Department. State service took place in Districts 8 (San Bernardino and Riverside counties) and 12 (Orange County).

Membership/Affiliation

Appraisal Institute, MAI Designation No. 10069
Certified General Real Estate Appraiser, Bureau of Real Estate Appraisers
State of California, Certificate No. AG018039
International Right of Way Association

Active in several professional organizations, Ms. Hawran is a past President of the Southern California Chapter of the Appraisal Institute and has been active in the Regional and National levels. She also served as Orange County Chapter President and National Director in the International Right of Way Association, and has instructed appraisal courses for both organizations.

Course Instructor Experience

Appraisal Institute

* Course 410 - Standards of Professional Practice Part A (USPAP)
* Course 420 - Standards of Professional Practice Part B (Code of Professional Ethics)
* Course 430 - Standards Part C

International Right of Way Association

* Course 101 - Principles of Real Estate Acquisition
* Course 400 - Uniform Standards of Professional Appraisal Practice
* Course 401 - The Appraisal of Partial Acquisitions
* Course 403 - Easement Valuation
* Course 404 - Appraisal Theory and Principles

Education

University of California, Los Angeles, California: B.A. Degree, Economics, 1978

University of California, Riverside, California: Graduate School of Management course work in economics, finance, land use planning, and management, 1986

University of California, Irvine, California: Commercial and industrial development management and real estate finance courses, 1989-1991

Continuous attendance at appraisal seminars and workshops.

Currently meets the required continuing education requirements of the State of California, Bureau of Real Estate Appraisers and The Appraisal Institute.

HAWRAN & MALM, LLC
REAL ESTATE APPRAISERS

Sydney H. Hawran, MAI
James C. Malm

901 Dove Street, Suite 155
Newport Beach, California 92660

Telephones:
(949) 477-4977
(800) 734-0074
Facsimile:
(949) 477-4976

State Certification No. AG026862

James C. Malm
Qualifications

Experience

Hawran & Malm, LLC *(formerly Donahue, Hawran & Malm, LLC)*

Appraiser / Technical Director / Market Research – James has experience in valuation analyses of all property types with a focus on commercial, industrial, and residential properties.

Donahue Hawran & Malm, LLC (2008-2011)

Appraiser/Technical Director/Market Research

Donahue & Company, Inc. (1997-2008)

Staff Appraiser/Technical Director/Market Researcher

University California Irvine (1992-1997)

Varsity sailing coach
UC Irvine Athletic Hall of Fame 2002 – Sailing

Professional Affiliation

Candidate for Designation in the Appraisal Institute – Actively working on Appraisal Institute appraisal experience required in the designation process.

Education

University of California, Irvine, Bachelor of Arts, Economics; 1990
International Right of Way Association – Appraisal of Partial Acquisitions; 1999
California State University, Fullerton Extension – Certificate in Real Estate Appraisal; 2001
State of California Certification #AG 026862 – March 2007

RESOLUTION NO. SA-15-02

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE DISSOLVED REDEVELOPMENT AGENCY OF THE CITY OF DUARTE AUTHORIZING, AND REQUESTING OVERSIGHT BOARD APPROVAL OF, THE TRANSFER OF THE PROPERTY AT 946, 952, and 962 HUNTINGTON DRIVE (ASSESSORS PARCEL NUMBER 8530-013-902, 8530-013-903 AND 8530-013-904) TO THE CITY OF DUARTE, FOR THE CITY'S SALE FOR FULL FAIR MARKET VALUE AND SUBSEQUENT DISTRIBUTION OF NET SALES PROCEEDS TO AFFECTED TAXING ENTITIES, IN SUBSTANTIAL CONFORMANCE WITH THE SUCCESSOR AGENCY'S APPROVED LONG RANGE PROPERTY MANAGEMENT PLAN

WHEREAS, the Successor Agency to the Dissolved Redevelopment Agency of the City of Duarte ("Successor Agency) was duly created pursuant to Health and Safety Code Section 34173 and pursuant to Assembly Bill 1484 signed into law and effective June 27, 2012, the Successor Agency is a separate public entity; and

WHEREAS, the redevelopment dissolution law required that the Successor Agency create and obtain approval of a Long-Range Property Management Plan ("LRPMP") to address the disposition of all Successor Agency-owned properties; and

WHEREAS, The LRPMP was approved by the Successor Agency on August 27, 2013, by the Oversight Board on June 2, 2014, and by the Department of Finance on June 20, 2014; and

WHEREAS, one of the Successor Agency-owned properties identified in the LRPMP consists of three parcels located at 946, 952, and 962 Huntington Drive and designated as Assessor's Parcel Number 8530-013-902, 8530-013-903 and 8530-013-904 (the "Mountain Vista Site."); and

WHEREAS, the LRPMP indicates that the estimated value of the Mountain Vista Site at the time the LRPMP was approved was between $763,946 and $988,636; and

WHEREAS, The LRPMP indicates that the first choice for disposition of the Mountain Vista Site was the sale of the property with a contingency that it be developed along with the 956 Huntington Drive property (the abutting single family home property in private ownership), with the distribution of sale proceeds to the affected taxing entities; and

WHEREAS, an appraisal has identified the current full fair market value of the Mountain Vista Site as seven hundred sixty seven thousand dollars ($767,000); and

WHEREAS, the City has negotiated with a developer for the sale of the Mountain Vista Site for its full fair market value, so that the site can be developed in a manner consistent with the LRPMP; and

WHEREAS, upon the completion of the sale of the Mountain Vista Site, the City will forward the net sales proceeds for distribution to the affected taxing entities in proportion to their respective shares of taxes derived from the Mountain Vista Site; and

WHEREAS, there is no need for a compensation agreement under the proposed property disposition process because (1) the sale will be for full fair market value with proceeds distributed to affected taxing entities, (2) the sale will occur within a short period of time, and (3) the redevelopment activities occurring on the Mountain Vista Site will not be funded from the City's own funds; and

WHEREAS, a Department of Finance representative has confirmed that the Successor Agency may modify the property disposition process to remove the requirement to obtain approval of a compensation agreement under these circumstances, so long as the modified process is approved by the Oversight Board; and

WHEREAS, Oversight Board approval is required for "transfers of property to be retained by the sponsoring entity for future development pursuant to an approved long-range property management plan."

NOW, THEREFORE, the Successor Agency to the Dissolved Redevelopment Agency of the City of Duarte resolves as follows:

Section 1. The foregoing recitals are true and correct.

Section 2. The Successor Agency approves, and requests that the Oversight Board approve, the transfer of the Mountain Vista Site from the Successor Agency to the City so that the City may in turn sell said property for its full fair market value of seven hundred sixty seven thousand dollars ($767,000) and forward the net proceeds of that sale for distribution to the affected taxing entities.

Section 3. The Successor Agency approves, and requests that the Oversight Board approve, a modification to the LRPMP disposition process for the Mountain Vista Site, such that a compensation agreement with the affected taxing entities shall not be required.

Section 4. The Successor Agency authorizes, and requests that the Oversight Board authorize, the City to proceed with the sale of the Mountain Vista Site for its full fair market value without further action or approval of the Successor Agency or the Oversight Board.

Section 5. The Secretary of the Successor Agency shall certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 27th day of October, 2015.

_____

Chairperson Tzeitel Paras-Caracci

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

I, Marla Akana, Secretary of the Successor Agency to the Dissolved Redevelopment Agency of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. SA-15-02 was adopted by the Successor Agency to the Dissolved Redevelopment Agency of the City of Duarte at a regular meeting of said Successor Agency held on the 27th day of October, 2015, by the following vote:

AYES: Successor Agency Members:

NOES: Successor Agency Members:

ABSENT: Successor Agency Members:

_____
Secretary Marla Akana

MEMORANDUM

TO: Mayor and Councilmembers

FROM: Darrell J. George, City Manager

DATE: October 22, 2015

SUBJECT: Conference Attendance – City Council Meeting of October 27, 2015

Monrovia-Duarte Black Alumni Association
Annual Scholarship Gala
Saturday, November 7, 2015 -- 6:00 p.m.–Midnight
DoubleTree by Hilton – Madera Ballroom – Monrovia
$60 per person

Santa Anita Family YMCA
Annual Gala
Saturday, November 21, 2015 -- 6:00 p.m.
Santa Anita Racetrack – 285 W. Huntington Drive, Arcadia
$125 per picket

2015 MDBAA Scholarship Gala

Honoring All Who Served

You are cordially invited to attend

Monrovia Duarte Black
ALUMNI ASSOCIATION
23rd Annual Scholarship Gala

To Benefit
Local High School Seniors

Saturday, November 7, 2015
6:00 pm – Midnight
DoubleTree by Hilton, Madera Ballroom
Monrovia, California

$60 per person | Cocktail Attire
There will be dinner & dancing

RSVP to Eloise Hart
(760) 669-0669

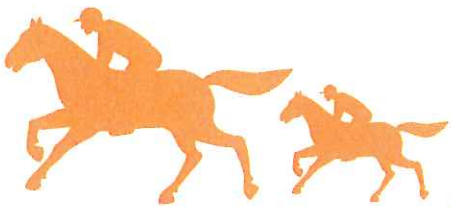
the YMCA

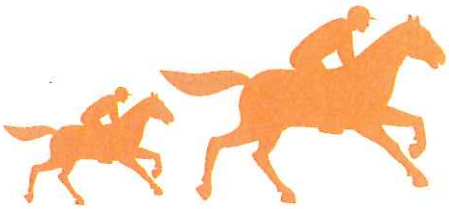
FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

AN EVENING TO CHANGE LIVES

7th ANNUAL GALA
SANTA ANITA FAMLY YMCA

Saturday, November 21, 2015
Santa Anita Racetrack





SATURDAY, NOVEMBER 21

6:00 PM

The Santa Anita Family YMCA cordially invites you to celebrate a night of spirted giving in the Roaring Twenties.

SANTA ANITA RACETRACK
285 W Huntington Drive
Arcadia, CA 91007
Enter at Gate 5

THE EVENING FEATURES:
COCKTAILS & GAMES
DINNER & AWARDS
LIVE AUCTION & RAFFLE

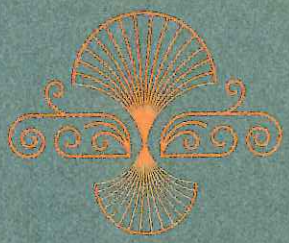
GATSBY INSPIRED 1920'S FASHION ENCOURAGED

For more information contact
Karen Mac Nair at 626 359 9244

RSVP

AN EVENING TO CHANGE LIVES

7th ANNUAL GALA
SANTA ANITA FAMLY YMCA



☐ Yes, I/we will attend. Please reserve us ____ tickets at $125 each, or

☐ A table of ten for $1,000. $_____ is enclosed.

☐ We are unable to attend but would like to make a donation of $_____.

Name: _____

Address: _____

City/State/Zip: _____

Email address: _____

Your support, in any amount, is appreciated and helps our community. Please make checks payable to:
Santa Anita Family YMCA (SAFYMCA)
($90 of the price of each ticket is tax deductible.)
The YMCA is a 501(C)(3) tax exempt organization,
tax ID number 95-1644052.

SANTA ANITA FAMILY YMCA

501 S Mountain Avenue
Monrovia, CA 91016

Legal Notice | Legal Notice | Legal Notice | Legal Notice

NOTICE OF A JOINT PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUARTE AND THE SUCCESSOR AGENCY TO THE DISSOLVED REDEVELOPMENT AGENCY OF THE CITY OF DUARTE TO CONSIDER A PROPOSED PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF DUARTE AND GENOA JRTH LLC., A CALIFORNIA LIMITED LIABILITY COMPANY, FOR THE SALE OF CERTAIN PROPERTY LOCATED AT 1263 HUNTINGTON DRIVE (ASSESSOR'S PARCEL NUMBERS 8530-009-930 AND 8530-009-931)

IN ACCORDANCE WITH CALIFORNIA HEALTH AND SAFETY CODE SECTIONS AND 33433(a) AND THE REQUIREMENTS OF THE LONG RANGE PROPERTY MANAGEMENT PLAN OF THE SUCCESSOR AGENCY TO THE DISSOLVED REDEVELOPMENT AGENCY OF THE CITY OF DUARTE, AS AUGMENTED BY SUCCESSOR AGENCY RESOLUTION SA-15-01 AND OVERSIGHT BOARD RESOLUTION OB-15-06, PUBLIC NOTICE IS HEREBY GIVEN that a joint public hearing will be held before the Successor Agency to the Dissolved Redevelopment Agency of the City of Duarte ("Successor Agency") and the City Council of the City of Duarte ("City Council") on Tuesday, October 27, 2015, at 7:00 p.m. or as soon thereafter as the matter may be heard, in the Council Chambers of Duarte City Hall, 1600 Huntington Drive, Duarte, California, to consider a proposed Purchase and Sale Agreement ("PSA")between the City of Duarte ("City") and Genoa JRTH LLC., a California Limited Liability Company ("Developer"), for the sale of certain property located at 1263 Huntington Drive (Assessor's Parcel Numbers 8530-009-930 and 8530-009-931). The PSA provides for the sale of the City's property to Developer for a full fair market value of five hundred eighty five thousand dollars ($585,000.00) as more specifically set forth in the PSA.

A copy of the proposed PSA and summary report (Report), required by Health and Safety Code Section 33433, may be reviewed at the Duarte City Hall located at 1600 Huntington Drive, Duarte, California, between the hours of 7:30 am to 5:30 pm, Monday through Thursday. Any person may submit written comments on these matters to the Successor Agency and the City prior to the hearing and/or may appear and be heard in support of or in opposition to the proposed PSA and Report at the time of the hearing.

All interested persons are invited to appear and present evidence and testimony concerning any or all of the matters described in this Notice. You may wish to make your comments in writing and submit them to the City Clerk for inclusion into the public record. If you challenge the decision of this case in court, you may be limited to raising only those issues that you or someone else raised at the public hearing, or in written correspondence delivered to the City or Successor Agency at, or prior to, the public hearing. Furthermore, you must exhaust any administrative remedies prior to commencing a court challenge to City and/or Successor Agency action.

In the City and Successor Agency's efforts to comply with the requirements of Title II of the Americans with Disabilities Act of 1990, the City Clerk requires that person in need of special equipment, assistance, or accommodation(s) to communicate at the hearing, inform the City Clerk a minimum of 72 hours prior to the scheduled hearing.

If you have any questions, you may contact Craig Hensley, Community Development Director, at (626) 357-7931 during regular business hours.

Marla Akana
City Clerk

PUBLISH: Pasadena Star News, Monday, October 12, 2015
POSTED: Duarte City Hall, Duarte Public Safety Office, Duarte Library
10/8/15
AD#724280

AGENDA MEMO

TO: CITY COUNCIL OF THE CITY OF DUARTE

FROM: Jeffrey Melching, Duarte City Attorney

SUBJECT Purchase and Sale Agreement for Sale of Property Pursuant to Long Range Property Management Plan

DATE: October 27, 2015

RECOMMENDATION: That the City Council of the City of Duarte approve the sale, pursuant to the Purchase and Sale Agreement ("PSA") attached as Exhibit A, of the property at the Northwest Corner of Huntington Drive and Buena Vista Avenue (the "Starbucks Site") from the City to GENOA JRTH LLC for its full fair market value of five hundred eighty five thousand dollars ($585,000). If approved, the PSA is intended to lead to the near term development of the Starbucks Site with a retail/commercial development that is envisioned to include a Starbucks coffee shop, together with up to 2,600 square feet of additional mixed use retail and food service. The net proceeds of the sale will be distributed to affected taxing entities as required by the Successor Agency to the Dissolved Redevelopment Agency of the City of Duarte's approved Long-Range Property Management Plan ("LRPMP")

BACKGROUND AND DISCUSSION:

When the State elected to dissolve redevelopment, the Redevelopment Agency of the City of Duarte owned the Starbucks Site, which consists of two separate legal parcels totaling 24,366 square feet, located at the northwest corner of Huntington Drive and Buena Vista Street. As required by the redevelopment dissolution process, the Starbucks Site has been transferred to the Successor Agency.

The redevelopment dissolution law also required that the Successor Agency create and obtain approval of a LRPMP to address the disposition of all Successor Agency-owned properties. The LRPMP was approved by the Successor Agency on August 27, 2013, by the Oversight Board on June 2, 2014, and by the Department of Finance on June 20, 2014. A copy of the LRPMP is attached as Exhibit B. A copy of the Department of Finance's approval of the LRPMP is attached as Exhibit C. The City and the Successor Agency, with the approval of the Oversight Board, have since augmented the property disposition process to allow the sale to proceed without requiring a

"compensation agreement." The California Department of Finance elected not to review the Oversight Board's approval of that augmented process.

With an approved property transfer process in place, and with the required public reporting completed (see Exhibit D), the City is now in the position to enter into the PSA that provides for the sale of the Starbucks Site for full fair market value of five hundred eighty five thousand dollars ($585,000). As noted, the net proceeds from the sale of the Property will be distributed to affected taxing entities.

Following the sale, it is contemplated that the Starbucks Site (which is zoned General Commercial) will be developed with up to a total of 4,500 square feet, of which up to 1,900 square feet may be improved as a drive through for food service use and up to 1,800 square feet may be improved for food service use, with the balance of the Property improved for retail or other uses, except food service use, as permitted by the City of Duarte's Zoning Code

As demonstrated above, the PSA and the sale of the Starbucks Site are consistent with the LRPMP (as augmented). The Starbucks Site will be sold for full fair market value, will be developed for a use that will be a benefit to the City (and to affected taxing entities), and the proceeds of the sale will be distributed in the manner envisioned by the redevelopment dissolution law.

FISCAL IMPACT: Sale of the Starbucks Site will result in an additional distribution of approximately $60,000 to the City, as a result of the City's status as an affected taxing entity.

ATTACHMENT:
Exhibit A – Purchase and Sale Agreement
Exhibit B – Long Range Property Management Plan
Exhibit C – Department of Finance approval Letter
Exhibit D – Report Under Health and Safety Code § 33433
Exhibit E – Resolution approving Purchase and Sale Agreement

PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

This Purchase and Sale Agreement and Escrow Instructions ("***Agreement***") is entered into on _____, 2015 ("***Effective Date***") by THE CITY OF DUARTE, a California municipal corporation ("***Seller***"), and GENOA JRTH LLC., a California limited liability company("***Buyer***") or its duly authorized assignee pursuant to Section 9.18, below. Buyer and Seller are hereinafter individually referred to as a "Party" and collectively as the "Parties."

PREAMBLE

A. Pursuant to a Long Range Property Management Plan that has been prepared and duly approved pursuant to Health & Safety Code section 34191.5 ("***LRPMP***"), Seller shall become the owner of certain real property in the City of Duarte ("***City***"), County of Los Angeles ("***County***"), State of California, located at 1263 Huntington Drive, Duarte, California 91019, designated Assessor's Parcel Numbers 8530-003-930 and 8530-003-931, and described and depicted on ***Exhibit "A"*** ("***Property***").

B. Upon securing fee title to the Property, Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller in accordance with the provisions of this Agreement.

THEREFORE, Seller and Buyer agree as follows:

1. **Purchase and Sale; Purchase Price.**

1.1 **Purchase and Sale.** Seller shall sell the Property to Buyer and Buyer shall purchase the Property from Seller subject to the terms and conditions set forth in this Agreement.

1.2 **Purchase Price.** The purchase price of the Property including the "Property Rights" (as defined in Section 2.8 below) is FIVE HUNDRED EIGHTY FIVE THOUSAND DOLLARS ($585,000) ("***Purchase Price***").

2. **Escrow.**

2.1 **Escrow Instructions.** Within seven (7) days after the City obtains title to the Property pursuant to the LRPMP, the Parties will open an escrow ("***Escrow***") with Lawyers Title Insurance Company ATTN: Steve Scott ("***Escrow Holder***") for the purchase and sale of the Property. The "***Opening of Escrow***" shall mean the date on which a fully executed copy of this Agreement and Buyer's "Initial Deposit" (as defined below) have been delivered to Escrow Holder. Escrow Holder shall confirm the Opening of Escrow to the Parties in writing. This Agreement constitutes joint escrow instructions to Escrow Holder. The Parties agree to execute such additional instructions consistent with the provisions of this Agreement which may be required by Escrow Holder. As between the Parties, Buyer and Seller agree that, if there is any conflict between the terms of this Agreement and any Escrow instructions required by Escrow Holder, the terms of this Agreement shall control. Buyer and Seller shall each furnish Escrow

Holder with their respective Federal Tax Identification Numbers and such other information as is reasonably required by Escrow Holder. Notwithstanding anything to the contrary in this Section 2.1, this Agreement shall terminate if the City has not obtained titled to the Property on or prior to _____, 2015.

2.2 **Payment of Purchase Price**. The Purchase Price for the Property shall be payable as follows:

2.2.1 **Deposit**. Seller will credit Buyer the sum of twenty thousand dollars ($20,000.00) ("***Deposit***"), which Seller received from Buyer outside of this Escrow. If requested by Buyer, the Deposit shall be placed by Escrow Holder in an interest bearing account with interest accruing for the benefit of Buyer.

2.2.2 **Feasibility Consideration**. Notwithstanding any other provision of this Agreement to the contrary, One Hundred Dollars ($100) of the Deposit ("***Retained Amount***") shall, upon delivery to Escrow Holder, be non-refundable to Buyer for any reason other than a default under this Agreement by the Seller. The Retained Amount is consideration to Seller for holding the Property off the market during the "Feasibility Period" (as defined in Section 4.1 below) and granting Buyer the right to acquire the Property in accordance with this Agreement, if Buyer approves the Property during the Feasibility Period. The Retained Amount shall be released to Seller upon the opening of Escrow. Notwithstanding anything to the contrary in this Agreement, any provision of this Agreement entitling Buyer to a refund of the Deposit shall not include the Retained Amount, except in the event of a default by Seller.

2.2.3 **Memorandum**. Concurrently with the delivery of an executed copy of this Agreement to Escrow Holder, (a) Buyer and Seller shall deliver to Escrow Holder a fully executed and acknowledged copy of a Memorandum of Sale Agreement substantially in the form attached hereto and incorporated herein as ***Exhibit "B"*** ("***Memorandum***") and (b) Buyer shall deliver to Escrow Holder a fully executed and acknowledged quitclaim deed in the form attached hereto as ***Exhibit "C"*** ("***Quitclaim Deed***"). On the business day following the date on which Buyer makes the Initial Deposit, Escrow Holder shall record against the Property the Memorandum. The Quitclaim Deed shall be held by Escrow Holder and if this Agreement terminates, Escrow Holder shall record the Quitclaim Deed immediately after receipt of written request to record by Seller so long as Buyer receives a copy of such request to record concurrently with Escrow Holder's receipt thereof.

2.2.4 **Payment at Closing**. If Seller has deposited into Escrow all documents and amounts required of Seller to close Escrow, including without limitation, the "Grant Deed" (as defined in Section 2.11.1 below) and complied with all of Seller's other obligations under this Agreement, then on or before the "Closing Date" (as defined in Section 2.3 below) so as not to delay the "Close of Escrow" (as defined in Section 2.3 below), Buyer shall deposit into Escrow the following in Acceptable Funds: (a) the balance of the Purchase Price (Purchase Price less the Deposit and any other credits to Buyer under this Agreement) and (b) Buyer's share of Escrow closing costs pursuant to the preliminary Escrow closing statement furnished by Escrow Holder as provided below.

2.3 **Close of Escrow**. Subject to Sections 2.3.1 and 2.3.2, Escrow for the sale of the Property shall close on the date ("***Closing Date***") which is sixty (60) days following the opening of Escrow. As used in this Agreement, "***Close of Escrow***" shall mean the date on which the Grant Deed conveying title to the Property to Buyer is recorded.

2.3.1 **Conditions Precedent to Buyer Obligation to Close.** Buyer's obligation to close Escrow and purchase the Property is expressly conditioned on the satisfaction of the conditions listed in this Section 2.3.1. If any such condition is not satisfied, or waived (with the exception of (6) below which cannot be waived) by Buyer, at or prior to the Close of Escrow, for any reason other than a default by Buyer, Buyer may, in its sole discretion and without limiting any of Buyer's legal remedies or remedies under this Agreement, terminate this Agreement by written notice to Seller, in which case the Deposit shall be immediately refunded Buyer.

(1) **Title Policy**. Escrow Holder has issued or committed to issue Buyer the "***Title Policy***" (as defined in Section 2.6 below) showing title vested in Buyer subject only to "***Permitted Exceptions***" (as defined in Section 2.5 below).

(2) **Representations and Warranties**. Each of Seller's representations and warranties in this Agreement are materially true and accurate as of the Close of Escrow.

(3) **Seller Obligations**. Seller is not in material default under this Agreement and each material obligation of Seller to be performed prior to the Close of Escrow, has been performed as required, including, without limitation the delivery of all documents required of Seller under this Agreement.

(4) **Possession**. Seller is able, at the Close of Escrow, to deliver possession of the Property and Property Rights to Buyer in accordance with this Agreement.

(5) **Reciprocal Easement Agreement**. Buyer has entered into a binding Reciprocal Easement Agreement with WRI Golden State, LLC, a Delaware limited liability company ("***WRI***"), which is the owner of adjacent shopping center property ("***Shopping Center***"), pursuant to which WRI and Buyer grant to each other non-exclusive easements for purposes of access, ingress, and egress, and on a limited basis, parking over the Property and the Shopping Center ("***REA***").

(6) **Permits**. Buyer shall have all permits "ready to pull" to build and operate the property, including but not limited to, Building Permit, Grading Permit, Fire Permit, ETC.

2.3.2 **Conditions Precedent to Seller Obligation to Close.** Seller's obligation to close Escrow and sell the Property is expressly conditioned upon the satisfaction of the conditions listed below. If any such condition is not satisfied, or waived by Seller, prior to the Close of Escrow, for any reason other than a default by Seller, Seller may terminate this Agreement by written notice to Buyer.

(1) **Representations and Warranties**. Each of Buyer's representations and warranties set forth in this Agreement are materially true and accurate as of the Close of Escrow.

(2) **Buyer's Obligations**. Buyer is not in material default under this Agreement, and each material obligation of Buyer to be performed prior to the Close of Escrow hereunder has been performed as required.

(3) **Possession**. Seller is able, at the Close of Escrow, to deliver possession of the Property and Property Rights to Buyer in accordance with this Agreement.

(4) **Reciprocal Easement Agreement**. Buyer and WRI have entered into the REA.

2.4 **Escrow Cancellation**.

2.4.1 **Charges**.

(1) **Seller's Default**. If Escrow fails to close due to Seller's default and this Agreement is terminated, Seller shall pay all Escrow cancellation charges. "**Escrow cancellation charges**" means all fees, charges and expenses charged or passed on to the Parties by Escrow Holder, including all title expenses.

(2) **Buyer's Default**. If Escrow fails to close due to Buyer's default and this Agreement is terminated, Buyer shall pay all Escrow cancellation charges.

(3) **No Default**. If Escrow fails to close and this Agreement is terminated for any reason other than a default by one of the Parties, Buyer shall pay any Escrow cancellation charges, and each Party shall be deemed to have released the other Party from all liability for the failure of Escrow to close.

The foregoing shall not be deemed an election of remedies by Buyer or limit any remedies available to Buyer.

2.4.2 **Deposit**. If Escrow fails to close and this Agreement is terminated due to Seller's default or any reason other than a default by Buyer, the Deposit shall immediately be returned to Buyer; provided, however, that the foregoing shall not constitute an election of remedies by Buyer. If Escrow fails to close due to Buyer's default and this Agreement is terminated, Seller shall retain the Deposit pursuant to Section 6 below.

2.5 **Permitted Exceptions to Title**. As soon as reasonably possible after the Opening of Escrow, Escrow Holder shall cause Pacific Coast Title, in its capacity as title insurer ("***Title Company***"), to deliver to Buyer and Seller a current preliminary title report ("***Title Report***") together with legible copies of all underlying documents referenced therein (together with the Title Report, the "***Title Documents***"). The term "***Permitted Exceptions***" as used in this Agreement shall mean all of the following: (a) the Grant Deed, (b) non delinquent real property taxes and assessments; (c) items and exceptions created by or with the written consent of Buyer,

including documents to be recorded pursuant to this Agreement and (d) the title exceptions shown on the Title Report but excluding any (i) "Disapproved Exceptions" as defined below that Seller, in its sole discretion, agrees to remove prior to the Close of Escrow as provided below and (ii) all monetary liens and monetary encumbrances on the Property, other than non-delinquent real property taxes and assessments which will be removed (meaning removal from title and not the issuance of an endorsement in connection therewith by the Title Company) from title by Seller at its sole cost and expense prior to the Close of Escrow. If Buyer objects to any title exceptions ("***Disapproved Exceptions***") Buyer shall deliver written notice ("***Objection Notice***") of same to Seller during the Feasibility Period. If Buyer fails to deliver an Objection Notice but delivers a "Notice of Approval" (as defined in Section 4.2 below) Buyer shall be deemed to have approved title to the Property subject to the Permitted Exceptions. If Buyer delivers an Objection Notice and Seller, by delivery of written notice to Buyer within five (5) business days following receipt of the Objection Notice elects not to remove a Disapproved Exception (Seller's failure to respond to a Buyer Objection Notice shall be deemed such an election) Buyer's sole remedies shall be under Section 4.2 with respect to the delivery of a Notice of Approval or delivery or deemed delivery of a Notice of Termination and refund of all of the Deposit delivered into Escrow and all interest accrued thereon.

2.6 **Title Insurance**. Seller shall cause the Title Company to commit to issue to Buyer at the Close of Escrow a standard coverage ALTA Owner's policy of title insurance with mechanics lien endorsement (Seller shall provide any indemnity or other agreement required by the Title Company as a condition to the issuance of the mechanics lien endorsement) ("***Title Policy***") insuring fee title to the Property vested in Buyer subject only to the Permitted Exceptions, with coverage in an amount equal to the Purchase Price. If Buyer requires an extended coverage ALTA Owners policy of title insurance Buyer shall pay the difference in cost between the standard and extended coverage and the cost of any endorsements ("***Buyer Title Costs***"). Seller shall only be responsible for that portion of the cost of the Title Policy equal to the cost of a standard coverage title policy ("***Seller Title Costs***").

2.7 **Possession**. Seller shall deliver possession of the Property to Buyer at the Close of Escrow subject only to the Permitted Exceptions and free of any tenancies and/or third party claims of use or ownership.

2.8 **Property Rights**. Effective as of the Close of Escrow, without the need for any additional documentation, unless required below, to the extent assignable, Seller assigns, transfers and conveys to Buyer all of Seller's right, title and interest in the following ("***Property Rights***").

2.8.1 **Development Rights and Entitlements**. All tangible and intangible items related to the acquisition, use, development, design, construction, permitting and entitlement of the Property for the residential development or otherwise, including without limitation, the following: tentative and final maps; grading plans and other improvement plans (including architectural and engineering designs, drawings, plans, studies and reports); plan check fees, impact fees, development fees, prepaid water fees and other sums that have been deposited with or paid to the applicable Governmental Authority; any utility company or private party relating to the permitting or development of the Property; any and all other permits, licenses and authorizations of any kind, whether approved or in process; any and all other land

use entitlements, development rights, sewer and water capacity, trip generation rights, density allocations and other rights or approvals relating to or authorizing the development of the Property; all studies, tests, contracts, plans and specifications (including architectural designs, drawings and plans) relating to the Property; all rights under recorded covenants, conditions and restriction and all proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the foregoing.

2.8.2 **Personal Property**. All right, title and interest of Seller, if any, in and to all tangible personal property owned by Seller now existing and placed or installed on or about the Property and used in connection with the ownership, operation, management, maintenance and/or repair of the Property.

2.8.3 **Contract Rights**. To the extent assignable, all right, title and interest of Seller, if any, in and to any and all warranties, guarantees and indemnities (including, without limitation, those for workmanship, materials and performance), whether or not written, related in any way to the Property and/or the matters described in 2.8.1 and 2.8.2 above, including, without limitation, construction warranties, guaranties and indemnities from, by or against any contractors, subcontractors, laborers or supplier of labor, materials or other services relating to the Property pursuant to agreements respecting the Property ("***Contracts***"). The foregoing shall not include any obligations of Seller under any Contracts nor shall it constitute an assumption by Buyer of any obligations of Seller under any Contract, including, without limitation, the obligation to pay any fees, costs or charges of any kind there under.

2.8.4 **Other Related Matters**. All right, title and interest of Seller, if any, in and to all patents, licenses, trademarks, service marks and names used in connection with the operation of the Property, and all symbols, emblems with the operation of the Property, and all symbols, emblems and logos used in connection with the ownership or operation of the Property, and irrespective of size, and all of Seller's right, title and interest in and to all goodwill associated therewith

2.8.5 **General**. The foregoing assignment is without representation or warranty except as provided in this Agreement or any exhibit to this Agreement and all Property Rights consisting of materials prepared by Seller or third parties at the request of Seller shall be delivered to Buyer lien free and freely usable by Buyer at its discretion without the payment of any fee, cost or charge. Seller shall execute all additional documentation necessary to evidence the foregoing assignments as reasonably required by Buyer and/or any Governmental Authority or applicable third party.

2.9 **Taxes, Assessments and Pro rations.**

2.9.1 **Taxes**. All current general and special taxes and assessments on the Property shall be prorated by Escrow Holder based upon the latest available information as shown in the tax statements provided to Escrow Holder by Seller, using customary escrow procedures. Seller shall provide Buyer with written evidence of the payment or satisfaction of such taxes. Should the Property be part of a larger tax parcel ("***Assessment Parcel***") which as of the Close of Escrow remains unsegregated on the County Tax Assessor's Roll for the ensuing fiscal year, Escrow Holder shall charge Buyer and credit Seller for taxes and assessments

allocated to the Property (based on unimproved value) based on the percentage of the total acreage of the Assessment Parcel located on the Property, which acreage figures for allocation purposes shall be fairly and equitably determined and supplied to Escrow Holder by Buyer and Seller. Buyer and Seller shall cooperate in good faith to cause the Property to be separately assessed and segregated in Buyer's name on the current tax roll. Any real property taxes or assessments levied under the Supplemental Tax Roll as a result of the sale of the Property to Buyer, shall be the responsibility of Buyer. Any real property taxes or assessments levied under the Supplemental Tax Roll as a result of transfers, improvements or other occurrences before the Close of Escrow shall be the responsibility of Seller.

2.9.2 **General.** All pro rations provided for herein shall be on an "actual day" basis and a three hundred sixty-five (365) day year. The provisions of this Section shall survive Close of Escrow. If either Party fails to pay its pro rata share of taxes or other expenses by the times herein provided, interest shall accrue on all unpaid amounts from when owing until paid at the maximum rate allowed by law. Any errors or omissions made in calculating adjustments and prorations shall be corrected promptly upon the discovery thereof. If any estimations are made at the Close of Escrow regarding adjustments or prorations, the Parties shall make the appropriate correction promptly when accurate information becomes available. Any corrected adjustment or proration shall be paid in cash to the Party entitled thereto within ten (10) days after written request therefor and if not so paid interest shall accrue and be payable on same at the maximum rate allowed by law.

2.10 **Closing Costs.** Buyer shall pay the Buyer Title Costs, one-half (1/2) of Escrow Holder's fee and any other costs that in Escrow Holder's opinion are customarily borne by buyers of real property in the County. Seller shall pay for the cost of recording the documents described in Section 2.11, the documentary transfer tax, the Seller Title Costs, one-half (1/2) of Escrow Holder's fee, and any other costs of Seller specified in this Agreement or which in the opinion of Escrow Holder are customarily borne by sellers of real property in the County. At least three (3) business days prior to the Closing Date Escrow Holder shall furnish Buyer and Seller with a preliminary Escrow closing statement which shall include each Party's respective share of costs. The preliminary closing statement shall be approved in writing by Buyer and Seller. As soon as reasonably possible following the Close of Escrow, Escrow Holder shall deliver a copy of the final Escrow closing statement to Buyer and Seller.

2.11 **Recordation and Delivery of Documents.** No later than 12:00 p.m. on the business day immediately prior to the Closing Date, Buyer and Seller, as applicable, will deposit into Escrow the following documents (with the documents that are to be recorded in the following order and delivered as provided below):

2.11.1 **Grant Deed.** One (1) fully executed and acknowledged copy of the grant deed on Title Company's standard form conveying the Property to Buyer ("***Grant Deed***"). Conformed copies of the recorded Grant Deed shall be returned to Buyer and Seller as soon as possible.

2.11.2 **Withholding Exemption Certificates.** One (1) completed and executed copy of the following: Non-foreign Transferor Declaration; Preliminary Change in

Ownership Report, Internal Revenue Service Form 1099-S, and California Franchise Tax Board Form 593 and any other applicable state tax withholding forms, as applicable, as applicable.

As soon as reasonably possible following the Close of Escrow, Escrow Holder shall deliver copies of all closing documents, including, without limitation, those listed above, the Title Policy, any additional escrow instructions and the final Escrow closing statement, to Seller's counsel and Buyer's counsel.

2.12 **Seller's Proceeds.** At the Close of Escrow, subject to Section 2.13 below, Escrow Holder is directed to wire funds representing Seller's cash proceeds through Escrow to Seller's account as directed in separate written instructions to be provided by Seller.

2.13 **Cal-FIRPTA Withholding.** Unless this transaction is exempt under California Revenue and Taxation Code Sections 18805 and 26131, Escrow Holder shall be the "withholding agent" and withhold from proceeds due Seller any amounts required under the above code sections to be withheld by Buyer and pay same to the California Franchise Tax Board or Internal Revenue Service in accordance with applicable law.

2.14 **Additional Documents.** Seller shall execute and deliver to Escrow any other documents reasonably required by Escrow Holder including, without limitation, Seller's affidavits or statements regarding mechanics liens and/or tenants or parties in possession.

2.15 **Termination of Property Contracts.** Seller shall terminate any service contracts or similar agreement relating to the Property which the Buyer does not elect in writing to assume which termination shall be effective as of the Close of Escrow.

3. **Real Estate Brokerage Commission.** Buyer and Seller each represent and warrant to each other that they have not employed, dealt with or incurred any obligation to any broker, agent or finder in connection with the Property, and that they have not incurred any obligation to pay any other real estate brokerage or other commission or fee in connection with the conveyance of the Property to Buyer. Buyer and Seller agree to indemnify, defend and hold each other free and harmless from and against all costs and liabilities, including without limitation reasonable attorneys' fees and the costs and expenses of litigation, for causes of action or proceedings in any way related to or resulting from a breach of the foregoing representation and warranty or arising out of any action or proceedings which may be instituted by any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of the indemnifying Party, respectively, in connection with this transaction.

4. **Investigation by Buyer.**

4.1 **Feasibility.** Within five (5) business days following the execution of this Agreement Seller shall deliver to Escrow Holder and Buyer copies of all documents as may be necessary to evidence to Escrow Holder and Buyer that the execution, delivery and performance of this Agreement have been duly authorized by Seller ("***Authority Documents***"). Seller will promptly furnish Escrow Holder and Buyer with copies of any revisions or supplements to the Authority Documents. The "***Property Approval Date***" shall be the date which is thirty (30) days after the opening of Escrow. Commencing on the opening of Escrow and, subject to Section 4.2 below, continuing for a period ("***Feasibility Period***") expiring at 5:00 p.m. on the Property

Approval Date, Buyer, at its sole cost and expense, shall have the right to conduct such independent investigations as it deems necessary or appropriate concerning Buyer's proposed use, sale, operation, development or the suitability of the Property for Buyer's intended purposes, including but not limited to development approvals required from the applicable Governmental Authorities, economic feasibility studies, and those matters described in Section 5.1 below. Buyer shall be entitled to conduct customary tests, surveys and other physical examinations of the Property, including any environmental and hazardous materials assessment(s) that Buyer elects to perform. Any costs incurred by Buyer in examining and investigating the Property shall be at Buyer's sole cost and expense.

4.2 **Buyer Approval/Disapproval.** If Buyer determines, in its sole and absolute discretion, for any reason, that it does not wish to acquire the Property, then Buyer may, terminate this Agreement and cancel Escrow by delivering to Escrow Holder and Seller prior to 5:00 p.m. on the Property Approval Date, written notice terminating this Agreement ("***Notice of Termination***"), whereupon this Agreement shall automatically terminate and neither Party shall have any further obligation or responsibility hereunder or liability of any nature or amount whatsoever, other than Buyer's indemnity obligations under Section 4.3 below and the payment of Escrow cancellation charges, and all of the Deposit delivered into Escrow and all interest accrued thereon shall be immediately refunded to Buyer. If Buyer approves the Property, Buyer shall deliver written notice of such approval ("***Notice of Approval***") to Seller and Escrow Holder prior to 5:00 p.m. on the Property Approval Date, in which case this Agreement shall remain in full force and effect subject to its terms and conditions. If Buyer does not so deliver a Notice of Termination or a Notice of Approval prior to 5:00 p.m. on the Property Approval Date, Seller shall send Buyer written notice of such failure and if by the date ("***Termination Date***") that is three (3) business days following receipt of such written notice (and the Property Approval Date shall be extended to the Termination Date) Buyer still has not delivered a Notice of Termination or Notice of Approval, Buyer shall be deemed to have delivered a Notice of Termination, in which case this Agreement shall automatically terminate, Escrow shall be cancelled and the Deposit, less Escrow cancellation fees shall be immediately refunded to Buyer. Notwithstanding anything contained in this Agreement to the contrary, if Buyer delivers the Notice of Approval Notice to Seller prior to 5:00 p.m. on the Property Approval Date Buyer shall continue to have the right to conduct any and all inspections, tests, studies, due diligence and investigations that Buyer was otherwise permitted to perform under this Agreement prior to the Property Approval Date however the conduct of those investigations and/or Buyer's acceptance or approval of the results thereof, except as otherwise provided in this Agreement, shall not be a condition to Buyer's obligations under this Agreement.

4.3 **License.** Seller hereby grants to Buyer and its agents a nonexclusive license to enter the Property during the term of the Escrow for the purpose of conducting feasibility studies, environmental studies and other physical examinations of the Property; provided that Buyer shall not be entitled to unreasonably interfere with the activities of Seller with respect to the Property. Prior to any such entry by Buyer on the Property, Buyer shall deliver a certificate of insurance to Seller indicating that Buyer maintains general liability insurance coverage in the amount of not less than ONE MILLION DOLLARS ($1,000,000) with Seller reflected as an additional insured. Buyer shall comply with all applicable laws and governmental regulations in performing activities on the Property. Buyer shall indemnify, defend and hold Seller and the Property free and harmless from all loss, damage or liability

(including without limitation reasonable attorneys' fees and costs of litigation) arising from the activities of Buyer, its agents and employees, on the Property, and from all mechanics', materialmen's and other liens resulting from any such conduct; provided that the foregoing indemnity shall not apply to any loss, damage or liability (a) to the extent caused by the active negligence or willful misconduct of Seller or its agents or representatives or (b) caused solely by the discovery by Buyer of a condition or substance (but not Buyer's deposit of same on the Property) including without limitation diminution in value of the Property.

5. **Additional Agreements.**

5.1 **Buyer's Investigation.** Buyer shall be entitled to conduct such independent investigations as Buyer deems necessary or appropriate concerning (i) Buyer's proposed use, sale, development or suitability for development of the Property; (ii) the condition and all other attributes of the Property, including, without limitation all improvements located thereon; (iii) applicable laws, statutes, rules, regulations, ordinances, limitations, restrictions or requirements concerning the use, density, location or suitability of the Property or any existing or proposed development or condition thereof, including but not limited to zoning, subdivision and other regulations (collectively, the "***Regulations***"); (iv) the necessity or availability of any specific plan or general amendments, rezoning, zone variances, conditional use permits, building permits, environmental impact reports, subdivision maps, public reports issued by the California Bureau of Real Estate ("***BRE***") (it shall be Buyer's obligation, if applicable, to obtain all required public reports as a condition to offering homes to purchasers) and all other governmental permits, approvals or acts (collectively, the "***Permits***"); (v) the necessity and existence of all dedications, fees, charges, costs or assessments which may be imposed by any Governmental Authority in connection with the proposed development of the Property; (vi) the value of the Property; (vii) the availability or adequacy of access to the Property, or of water, sewage, gas, electrical or other utilities serving the Property and (viii) the presence or adequacy of infrastructure or other improvements on, near or concerning the Property.

5.2 **Warranties.**

5.2.1 **Seller's Warranties.** In consideration of Buyer entering into this Agreement and as an inducement to Buyer to purchase the Property from Seller, Seller makes the following representations and warranties which shall be true and correct as of the opening of Escrow and the Close of Escrow and each of which is material and being relied upon by Buyer. For all purposes of this Agreement, including Seller's representations and warranties contained in this Section 5.2.1, the phrase "***to the best of Seller's knowledge***" shall mean the current actual knowledge of Seller, without duty of inquiry or investigation. If prior to the Close of Escrow Buyer determines that any representation or warranty of Seller is untrue, inaccurate or incomplete in any material respect (and without waiving any of Buyer's rights or remedies hereunder at law or in equity with respect to any material untruth, incompleteness or inaccuracy existing on the Effective Date, that was known of or should have been known of by Seller), Buyer may give Seller written notice of same and Seller shall have seven (7) days from the date of receipt of Buyer's notice (and the Closing Date shall be extended to permit the running of such seven (7) day period) ("***Seller Cure Period***") to correct any fact or circumstance that makes such, representation or warranty materially untrue or inaccurate to Buyer's reasonable satisfaction. If Seller fails to make such correction within the Seller Cure Period, then Buyer by

written notice to Seller within three (3) days after the expiration of the Seller Cure Period (and the Closing Date shall be extended to permit the running of such three (3) day period) shall be entitled (a) to terminate this Agreement and obtain a full refund of the Deposit in which case Seller shall reimburse Buyer for all third party costs incurred by Buyer in connection with the investigation and/or development/entitlement of the Property or (b) continue this Agreement in full force and effect with no change in terms, but without waiving any legal, equitable or other remedies it may have against Seller. The foregoing is not a waiver or release of any of Buyer's rights or remedies for any material untruth, incompleteness or inaccuracy in a representation or warranty of Seller of which Buyer obtains knowledge after the Close of Escrow.

(1) **Authorization.** To the best of Sellers' knowledge, Seller has full power and authority to enter into this Agreement and to perform all its obligations hereunder, and has taken all action required by law, its governing instruments or otherwise to authorize the execution, delivery and performance of this Agreement by Seller. To the best of Sellers' knowledge, each individual or entity who has executed this Agreement on behalf of Seller has the right, power, legal capacity and authority to execute, deliver and perform this Agreement on behalf of Seller.

(2) **Conflicting Agreements.** To the best of Sellers' knowledge, neither the execution or delivery of this Agreement, nor the consummation of the transaction contemplated herein, will conflict with, or result in a breach of, any contract, license or undertaking to which Seller is a party or by which Seller or any of the Property is bound, or constitute a default thereunder. In addition, to the best of Seller's knowledge, with respect to any agreements which affect the Property, neither Seller nor any other party or parties to such agreements are in default thereunder nor are there any facts that currently exist which with the passage of time would result in any such default. To the best of Seller's knowledge, the Property is not subject to any prescriptive easements, claims of adverse possession, encroachments or similar rights or claims. In addition, to the best of Seller's knowledge, except as otherwise disclosed in this Agreement, the Property is not subject to any leases, options or other similar rights or claims in favor of any third parties. The Property is not subject to a Williamson Act contract or any similar agricultural agreement.

(3) **Proceedings.** To the best of Seller's knowledge, no legal or administrative proceeding is pending or threatened against Seller or the Property nor are there any other facts or circumstances which would adversely affect (i) Seller's right to convey title to the Property to Buyer as contemplated in this Agreement or (ii) Buyer's ability to own, develop and/or market the Property in the manner disclosed by Buyer to Seller. To the best of Seller's knowledge, there are no condemnation or eminent domain proceedings pending or threatened with respect to the Property.

(4) **Binding Agreement.** This Agreement constitutes a legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the rights of contracting parties generally.

(5) **Violations of Law**. To the best of Seller's knowledge, on the Effective Date and Close of Escrow neither this Agreement nor the Property shall be in violation of any law, ordinance, rule regulation, or administrative or judicial order.

(6) **Assumed Obligations**. To the best of Seller's knowledge, with the exception of obligations or responsibilities of Seller that are expressly assumed by Buyer in this Agreement, there are no obligations or responsibilities of Seller with respect to the Property or otherwise of any kind that are assumed by Buyer.

(7) **Ownership of Property**. During the period between the Opening of Escrow and the Close of Escrow, and subject to the Approved Exceptions, Seller is the sole and only party that owns or holds any interest in the Property.

(8) **Other Agreements**. Except as required by local, state, or federal law or regulation, Seller has not made any commitment or representation to or entered into any agreement of any kind with any government authority, or any adjoining or surrounding property owner, group or other third party, which be binding on Buyer, and Seller will not make any such representations or warranties or enter into any such agreements which would affect the Property or any portion thereof prior to the Close of Escrow, without Buyer's written consent.

(9) **Bankruptcy**. No "Bankruptcy Event" (as defined below) has occurred with respect to Seller. There is not pending or threatened any case, proceeding or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or recomposition of Seller or seeking appointment of a receiver, trustee, custodian or similar official for Seller for all or any substantial part of its assets. "Bankruptcy Event" means (a) the making by a person of a general assignment for the benefit of such person's creditors, (b) the admission in writing by a person of its inability to pay its or their debts as they mature, (c) an attachment, execution or other judicial seizure of any property interest which remains in effect, or (d) the failure to have taken or submission to any action indicating a general inability by a person to meet its financial obligations as they accrue.

5.2.2 **Buyer's Warranties**. In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Property to Buyer, Buyer makes the following representations and warranties which shall be true and correct as of the Effective Date and the Close of Escrow and each of which is material and being relied upon by Seller. If prior to the Close of Escrow Seller determines that any representation or warranty of Buyer is untrue, inaccurate or incomplete in any material respect (and without waiving any of Seller's rights or remedies hereunder at law or in equity with respect to any material untruth, incompleteness or inaccuracy existing on the Effective Date, that was known of or should have been known of by Buyer), Seller may give Buyer written notice of same and Buyer shall have seven (7) days from the date of receipt of Seller's notice (and the Closing Date shall be extended to permit the running of such seven (7) day period) ("***Buyer Cure Period***") to correct any fact or circumstance that makes such, representation or warranty materially untrue or inaccurate to Seller's reasonable satisfaction. If Buyer fails to make such correction within the Buyer Cure Period, then Seller by written notice to Buyer within three (3) days after the expiration of the Buyer Cure Period (and the Closing Date shall be extended to permit the running of such three (3) day period) shall be entitled (a) to terminate this Agreement and retain the Deposit in which case Buyer shall

reimburse Seller for all third party costs incurred by Seller in connection with the negotiation and preparation of this Agreement or (b) continue this Agreement in full force and effect with no change in terms, but without waiving any legal, equitable or other remedies it may have against Buyer. The foregoing is not a waiver or release of any of Seller's rights or remedies for any material untruth, incompleteness or inaccuracy in a representation or warranty of Buyer of which Seller obtains knowledge after the Close of Escrow.

(1) **Authorization**. Buyer is a limited liability company duly formed and validly existing under the laws of the State of California and is qualified to transact business in the State of California. Buyer has full power and authority to enter into this Agreement and to perform all of its obligations hereunder, and has taken all action required by law, its governing instruments or otherwise to authorize the execution, delivery and performance of this Agreement. Each individual who has executed this Agreement on behalf of Buyer has the right, power, legal capacity and authority to execute, deliver and perform this Agreement on behalf of Buyer.

(2) **Conflicting Agreements**. Neither the execution or delivery of this Agreement, nor the consummation of the transaction contemplated herein, will conflict with, or result in a breach of, any contract, license or undertaking to which Buyer is a party or by which Buyer is bound, or constitute a default thereunder.

(3) **Proceedings**. To the best of Buyer's knowledge, no legal or administrative proceeding is pending or threatened against Buyer nor are there any other facts or circumstances which would adversely affect Buyer's ability to own, develop and/or market the Property in the manner contemplated by this Agreement.

(4) **Bankruptcy**. No Bankruptcy Event has occurred with respect to Buyer nor any member or manager of Buyer. There is not pending or threatened any case, proceeding or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or recomposition of Buyer or any member or manager of Buyer or seeking appointment of a receiver, trustee, custodian or similar official for Buyer or any member or manager of Buyer for all or any substantial part of its or their assets.

(5) **Binding Agreement**. This Agreement constitutes a legal, valid and binding obligation of Buyer enforceable against Buyer in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the rights of contracting parties generally.

(6) **Material Change**. Buyer shall promptly notify Seller if Buyer obtains information that would make any of the representations or warranties contained in this Section 5.2.2 materially inaccurate or misleading.

5.2.3 **Natural Hazard Zone Disclosure**. No later than seven (7) business days prior to the Property Approval Date, the Seller will, at its sole cost and expense, provide Buyer with a Natural Hazard Zone Disclosure required by applicable law.

5.2.4 **Exclusions**.

(a) Notwithstanding this Section 5.2 or any other provision in this Agreement to the contrary, nothing in this Agreement shall relieve Seller of its liability for (a) any breach of Seller's representations and warranties contained in this Agreement and/or documents executed and delivered by Seller at or contemporaneously with the Close of Escrow, (b) any breach by Seller of its covenants in this Agreement, (c) Seller's fraud, (d) any matter for which Buyer is to be indemnified by Seller under this Agreement, (e) any of Seller's liabilities to third persons or obligations to third parties with respect to matters which arose or accrued during Seller's ownership of the Property, or (f) Seller's acts or omissions from and after the Close of Escrow.

(b) Notwithstanding this Section 5.2 or any other provision in this Agreement to the contrary, nothing in this Agreement shall relieve Buyer of its liability for (a) any breach of Buyer's representations and warranties contained in this Agreement and/or documents executed and delivered by Buyer at or contemporaneously with the Close of Escrow, (b) any breach by Buyer of its covenants in this Agreement, (c) Buyer's fraud, (d) any matter for which Seller is to be indemnified by Buyer under this Agreement, (e) any of Buyer's liabilities to third persons or obligations to third parties with respect to matters which arise or accrue during Buyer's ownership of the Property, or (f) Buyer's acts or omissions from and after the Close of Escrow.

5.3 **[RESERVED]**

5.4 **Seller's Additional Covenants**. Seller hereby covenants and agrees that: Seller (a) will not during the term of this Agreement promote, advertise, market, transfer, lease or convey any of the Property or enter into any agreement to promote, advertise, market, transfer, lease or convey any of the Property or modify or amend any lease as to the Property; (b) will not enter into any agreement, that will be or purport to be binding on the Buyer or the Property subsequent to the Close of Escrow; (c) shall, at its sole cost and expense, maintain the Property and all improvements thereon in a reasonable condition and in a manner that complies with all applicable laws and shall continue in full force and effect all property and liability insurance with respect to the Property which is in effect as of the opening of Escrow; (d) during the term of this Agreement, except upon Buyer's request, Seller will not take, approve or consent to any action or omission that would change the zoning, use, permits or Entitlement of or for the Property; (e) during the term of this Agreement, Seller will promptly give Buyer written notice of any notice or information Seller receives regarding zoning uses, permits, licenses or other Entitlements which would have an adverse impact on the ability of Buyer to develop the Property for its anticipated use; and (f) during the term of this Agreement, Seller shall not record or cooperate in the recording against the Property or any portion thereof, of any lien, encumbrance, agreement, easement, right of way or other matter without Buyer's written consent.

5.5 **Removal of Property Prior to Close of Escrow**. Not less than two (2) business days before the Closing Date, Seller shall remove from the Property any personal property that Seller wishes to retain ("***Seller Property***"); provided however that Seller shall not remove any Seller Property in any manner that (a) will release any hazardous materials onto the Property or disburse or move any hazardous materials from locations on the Property existing on the Effective Date and/or (b) have a material and adverse impact on the ability of Buyer to own,

entitle, develop and/or market the Property including any increase in the cost thereof. If for any reason any Seller Property has not been removed from the Property by the Closing Date, Seller shall be deemed to have elected to abandon the Seller Property and shall be deemed to have released Buyer from any and all responsibility, liability, loss and claims of any kind related to such Seller Property and Buyer shall be entitled to dispose of same in its sole and absolute discretion without notice, liability or responsibility to Seller of any kind. The provisions of this Section shall survive the Close of Escrow.

5.6 **Disclaimers By Seller**. Except as expressly set forth in this Agreement including the representations and warranties set forth in Section 5.2.1, it is understood and agreed that Seller and Seller's officers, officials, members, agents, representatives, or employees have not at any time made and are not now making, and they specifically disclaim, any warranties, representations or guaranties of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties, representations or guaranties as to (a) matters of title, (b) environmental matters relating to the Property or any portion thereof, including, without limitation, the presence of hazardous materials in, on, under or in the vicinity of the Property, (c) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water, and geologic faults and the resulting damage of past and/or future faulting, (d) whether, and to the extent to which the Property or any portion thereof is affected by any water, wetlands, flood prone area, flood plain, floodway or special flood hazard, (e) drainage, (f) soil conditions, including the existence of instability, past soil repairs, soil additions or conditions of soil fill, or susceptibility to landslides, or the sufficiency of any undershoring, (g) the presence of endangered species or any environmentally sensitive or protected areas, (h) zoning or building entitlements to which the Property or any portion thereof may be subject, (i) the availability of any utilities to the Property or any portion thereof including, without limitation, water, sewage, gas and electric, (j) usages of adjoining property, (k) access to the Property or any portion thereof, (l) the value, compliance with the plans and specifications, size, location, age, use, design, quality, description, suitability, structural integrity, physical condition, operation, title to, or physical or financial condition of the Property or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof, (m) the condition or use of the Property or compliance of the Property with any or all past, present or future federal, state or local ordinances, rules, regulations or laws, building, fire or zoning ordinances, codes or other similar laws, (n) the existence or non-existence of underground storage tanks, surface impoundments, or landfills, (o) any other matter affecting the stability and integrity of the Property, (p) the potential for further development of the Property, (q) the merchantability of the Property or fitness of the Property for any particular purpose, (r) compliance of the Property with laws including without limitation, the Americans with Disabilities Act, (s) tax consequences, or (t) the operation, repair or financial matters and any other matter or thing with respect to the Property.

5.7 **Sale "As Is, Where Is"**. Buyer acknowledges and agrees that upon Closing, Seller shall sell and convey to Buyer and Buyer shall accept the Property "**AS IS, WHERE IS, WITH ALL FAULTS,**" except to the extent expressly provided otherwise in this Agreement. Except as to the extent expressly provided otherwise in this Agreement, Buyer has not relied and will not rely on, and Seller has not made and is not liable for or bound by, any express or implied warranties, guarantees, statements, representations or information pertaining

to the Property or relating thereto made or furnished by Seller, or any property manager, real estate broker, agent or third party representing or purporting to represent Seller, to whomever made or given, directly or indirectly, orally or in writing. Buyer represents that it is a knowledgeable, experienced and sophisticated buyer of real estate and that, except as expressly set forth in this Agreement, it is relying solely on its own expertise and that of Buyer's consultants in purchasing the Property and shall make an independent verification of the accuracy of any and all documents and information provided by Seller. Buyer will conduct such inspections and investigations of the Property as Buyer deems necessary, including, but not limited to, the physical and environmental conditions thereof, and shall solely rely upon same when acquiring the Property. If Buyer fails to terminate this Agreement prior to the expiration of the Feasibility Period, Buyer acknowledges that Seller has afforded Buyer a full opportunity to conduct such investigations of the Property as Buyer deemed necessary to satisfy itself as to the condition of the Property and the existence or non-existence or curative action to be taken with respect to any hazardous materials on or discharged from the Property, and will rely solely upon same. Upon Closing, Buyer shall expressly assume the risk that adverse matters, including, but not limited to, adverse physical or construction defects or adverse environmental, health or safety conditions, may not have been revealed by Buyer's inspections and investigations. Buyer hereby represents and warrants to Seller that: (a) Buyer is represented by legal counsel in connection with the transaction contemplated by this Agreement; and (b) Buyer is purchasing the Property for business, commercial, investment or other similar purpose. Buyer waives any and all rights or remedies it may have or be entitled to, deriving from disparity in size or from any significant disparate bargaining position in relation to Seller.

THE MATTERS SET FORTH IN THIS SECTION 5.8 (INCLUDING BUT NOT LIMITED TO THE WAIVER BY BUYER AND RELEASE OF SELLER) WILL BE ENFORCED TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF SELLER, EVEN IF THE APPLICABLE CLAIM IS CAUSED BY THE ACTIVE OR PASSIVE ORDINARY NEGLIGENCE OR SOLE, JOINT, CONCURRENT OR COMPARATIVE ORDINARY NEGLIGENCE OF SELLER, AND REGARDLESS OF WHETHER OR NOT LIABILITY WITHOUT FAULT OR STRICT LIABILITY IS IMPOSED OR SOUGHT TO BE IMPOSED ON BUYER OR SELLER, BUT WILL NOT BE ENFORCED TO THE EXTENT THAT A COURT OF COMPETENT JURISDICTION HOLDS IN A FINAL JUDGMENT THAT A CLAIM IS CAUSED BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF SELLER.

TH.

SELLER'S INITIALS **BUYER'S INITIALS**

5.8 **Seller Released from Liability**. Except for the representations set forth in Section 5.2.1 of this Agreement, Buyer acknowledges that it will have the opportunity to inspect the Property during the Feasibility Period, and during such period, observe its physical characteristics, environmental condition and existing conditions and the opportunity to conduct such investigation and study as Buyer deems necessary, and except for the representations, warranties, covenants, and agreements set forth in this Agreement, Buyer hereby forever releases and discharges Seller from all responsibility and liability relating to the physical, environmental or legal compliance status of the Property, whether arising before or after the Effective Date,

regarding the condition, valuation, salability or utility of the Property, or its suitability for any purpose whatsoever (including, but not limited to, with respect to the presence in the soil, air, structures and surface and subsurface waters, of hazardous materials or other materials or substances that have been or may in the future be determined to be toxic, hazardous, undesirable or subject to regulation and that may need to be specially treated, handled and/or removed from the Property under current or future federal, state and local laws, regulations or guidelines, and any structural and geologic conditions, subsurface soil and water conditions and solid and hazardous waste and hazardous materials on, under, adjacent to or otherwise affecting the Property) or its use and operation. Except for the representations, warranties, covenants, and agreements set forth in Section 5.2.1 of this Agreement, Buyer further hereby waives (and by closing this transaction will be deemed to have waived) any and all objections, complaints and actions (including, but not limited to, federal, state and local statutory and common law based actions, and any private right of action under any federal, state or local laws, regulations or guidelines to which the Property is or may be subject. Buyer further hereby expressly assumes the risk and changes in applicable laws and regulations relating to past, present and future environmental conditions on the Property and the risk that adverse physical characteristics and conditions, including, without limitation, the presence of hazardous materials or other contaminants, may not have been revealed by its investigation.

T.H.

SELLER'S INITIALS **BUYER'S INITIALS**

6. **Default by Buyer.**

6.1 **Liquidated Damages.** IF ESCROW FAILS TO CLOSE DUE TO A DEFAULT OR BREACH OF THIS AGREEMENT BY BUYER, SELLER WILL BE DAMAGED AND WILL BE ENTITLED TO COMPENSATION FOR THOSE DAMAGES, BUT SUCH DAMAGES WILL BE EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN FOR THE FOLLOWING REASONS: (1) THE DAMAGES TO WHICH SELLER WOULD BE ENTITLED IN A COURT OF LAW WILL BE BASED IN PART ON THE DIFFERENCE BETWEEN THE ACTUAL VALUE OF THE PROPERTY AT THE TIME SET FOR THE CLOSE OF ESCROW AND THE PURCHASE PRICE FOR THE PROPERTY AS SET FORTH IN THIS AGREEMENT; PROOF OF THE AMOUNT OF SUCH DAMAGES WILL BE BASED ON OPINIONS OF VALUE OF THE PROPERTY, WHICH CAN VARY IN SIGNIFICANT AMOUNTS; AND (2) IT IS IMPOSSIBLE TO PREDICT AS OF THE EFFECTIVE DATE WHETHER THE VALUE OF THE PROPERTY WILL INCREASE OR DECREASE AS OF THE CLOSE OF ESCROW. BUYER DESIRES TO LIMIT THE AMOUNT OF DAMAGES FOR WHICH BUYER MIGHT BE LIABLE SHOULD BUYER BREACH THIS AGREEMENT. BUYER AND SELLER WISH TO AVOID THE COSTS AND LENGTHY DELAYS WHICH WOULD RESULT IF SELLER FILED A LAWSUIT TO COLLECT ITS DAMAGES FOR A BREACH OF THIS AGREEMENT. IF ESCROW FAILS TO CLOSE DUE TO A DEFAULT OR BREACH OF THIS AGREEMENT BY BUYER, THEN BUYER'S DEPOSIT ACTUALLY DELIVERED INTO ESCROW BY BUYER SHALL BE DEEMED TO CONSTITUTE A REASONABLE ESTIMATE OF SELLER'S DAMAGES UNDER THE PROVISIONS OF SECTION 1671 OF THE CALIFORNIA CIVIL CODE. SELLER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF THE FAILURE OF

ESCROW TO CLOSE AS A RESULT OF BUYER'S DEFAULT SHALL BE LIMITED TO COLLECTION OF SUCH LIQUIDATED DAMAGES AND ATTORNEYS' FEES AND COSTS OF COLLECTION IN CONNECTION THEREWITH, IF ANY. THE LIQUIDATED DAMAGES ARE NOT INTENDED AS A PENALTY OR A FORFEITURE UNDER CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369. EXCEPT AS PROVIDED IN THE FOLLOWING SENTENCE SELLER HEREBY WAIVES ALL OTHER CLAIMS, DAMAGES AND OTHER REMEDIES INCLUDING THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTIONS 3384, 3387 AND 3389. THE FOREGOING LIQUIDATED DAMAGES CLAUSE APPLIES ONLY IN CONNECTION WITH THE BUYER'S DEFAULT IN ITS OBLIGATION TO CLOSE ESCROW AND SHALL NOT APPLY TO (A) BUYER'S LIABILITY TO SELLER UNDER THE INDEMNIFICATION PROVISIONS OF SECTION 4.3 AND (B) SELLER'S ATTORNEYS' FEES INCURRED IN ENFORCING ITS RIGHTS UNDER SECTION 4.3 AND/OR THIS SECTION 6.1.

6.2 **Right to Cure**. Buyer shall be deemed to be in default under this Agreement if Buyer fails, for any reason other than Seller's default under this Agreement, to meet, comply with, or perform any material covenant, agreement, or obligation required on its part, including the deposit or delivery of any funds, within the time limits and in the manner required in this Agreement; provided that no such default shall be deemed to have occurred unless and until Seller has given Buyer written notice describing the nature of the default, and Buyer has failed to cure such default within seven (7) business days after the receipt of such notice (unless the curing of such default cannot reasonably be accomplished within such seven (7) business day period in which case the default shall be deemed cured if Buyer commences to cure such default within such seven (7) business day period and diligently pursues same to completion).

7. **Notices**. Any notice to be given hereunder to either Party or to Escrow Holder shall be in writing and shall be given either by personal delivery, facsimile, federal express (or similar overnight delivery service), overnight courier or by depositing such notice in the United States first class mail, certified, with return receipt requested, postage prepaid and addressed as follows:

SELLER:	The City of Duarte 1600 Huntington Drive Duarte, CA 61010 Attn: City Manager Phone No.: (626) 357-7931 Fax No.: (626) 358-0018
With Copy to	Rutan & Tucker, LLP 611 Anton Boulevard, 14th Floor Costa Mesa, CA 92626 Attn: Jeffrey T. Melching Phone No.: (714) 641-5100 Fax No.: (714) 546-9035
BUYER:	GENOA JRTH LLC 4040 MacArthur Blvd, Suite 250 Newport Beach, CA 92660 Attn: Tristan Harris Phone No.: (949) 230-1496 Fax No.: (949) 313-5079
With Copy to:	- Intentionally left blank -
Escrow Holder:	Lawyers Title Insurance Co. 16755 Von Karman Avenue, Suite 100 Irvine, CA 92606 Attn: Steve Scott Phone No: (949) 223-5558 Fax No: (949) 724-9086

Either Party and Escrow Holder may, by written notice to the other and to Escrow Holder, designate a different address which shall be substituted for the one specified above. If any notice or other document shall be sent by certified mail as set forth above, it shall be deemed to have been effectively served or delivered seventy-two (72) hours following the deposit of such notice in the United States mail in the manner set forth above. If any notice or other document shall be sent by facsimile, it shall be deemed to have been served or delivered upon electronic confirmation of transmission; provided that it is confirmed by a follow-up notice using approved methods hereunder within seventy-two (72) hours and provided further that subject to the foregoing if such transmission occurs on a weekend or holiday or after 5:00 p.m. on a weekday, it shall be deemed to have been received at 8:00 a.m. on the immediately following business day.

8. **Attorneys' Fees.** If any Party to this Agreement shall bring any action or proceeding for any relief against the other, declaratory or otherwise, in any way arising out of or in connection this Agreement and/or the Property, the losing Party shall pay to the prevailing Party a reasonable sum for attorneys' fees and costs (including without limitation expert witness fees) incurred in bringing or defending such action or proceeding or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action or proceeding and shall be paid whether or not such action or proceeding is prosecuted to final judgment. Any judgment or order entered in such action or proceeding shall contain a specific provision providing for the recovery of attorneys' fees and costs, separate from the judgment, incurred in enforcing such judgment. The prevailing Party shall be determined by the trier of fact based upon an assessment of which Party's major arguments or positions taken in the proceedings could fairly be said to have prevailed over the other Party's major arguments or positions on major disputed issues. For the purposes of this Section, attorneys' fees shall include, without limitation, fees incurred in the following: (1) post-judgment motions; (2) contempt proceedings; (3) garnishment, levy and debtor and third party examinations; (4) discovery; and (5) bankruptcy litigation.

9. **Miscellaneous.**

9.1 **No Modifications.** No addition to or modification of any term or provision of this Agreement is effective unless in writing and signed by the Parties.

9.2 **Construction of Agreement.** The provisions of this Agreement shall not be construed in favor of or against either Party, but shall be construed as if both Parties prepared this Agreement.

9.3 **Headings.** The Section headings of this Agreement are only for convenience and shall not be deemed to limit the subject of such Sections or to be considered in their construction.

9.4 **Governing Law.** The laws of the State of California shall govern this Agreement.

9.5 **Time of the Essence.** Time is of the essence of each and every provision of this Agreement.

9.6 **Further Assurances.** Each of the Parties shall execute and deliver all additional papers, documents and other assurances, and shall do all acts and things reasonably necessary in connection with the performance of their obligations under this Agreement to carry out the intent of this Agreement.

9.7 **No Waiver.** No waiver by a Party of a breach of any of the terms, covenants, or conditions of this Agreement by the other shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition contained herein. No waiver of any default by a Party shall be implied from any omission by the other Party to take any action on account of such default if such default persists or is repeated and no express waiver shall affect a default other than as specified in such waiver. The consent or approval by either Party to or of any act by the other requiring the first Party's consent or

approval shall not be deemed to waive or render unnecessary the consenting Party's consent or approval to or of any subsequent similar acts by the other Party.

9.8 **Severability**. If any portion of this Agreement is held by any court of competent jurisdiction to be illegal, null, void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the full extent permissible by law, but only to the extent that performance of such remaining provisions would not be inconsistent with the intent and purposes of this Agreement.

9.9 **Gender and Number**. As used in this Agreement (unless the context requires otherwise), the masculine, feminine and neuter genders and the singular and the plural include one another.

9.10 **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the Parties, oral or written, (including, without limitation any letters of intent or understanding) are hereby superseded and merged herein. The preceding sentence shall not affect the validity of any instrument executed by the Parties in the form of the exhibits attached to this Agreement.

9.11 **Survival**. All covenants, agreements, representations, warranties and indemnities contained in this Agreement shall survive the execution and delivery of this Agreement and the Close of Escrow and the delivery and recordation of all documents or instruments in connection therewith.

9.12 **Time References**. Unless otherwise expressly provided in this Agreement, any reference in this Agreement to time for performance of obligations or to elapsed time shall mean Pacific Standard Time and time periods shall mean consecutive calendar days, months or years, as applicable. If the date ("***Performance Date***") on which any action is to be taken, any obligation is to be performed, or any notice is to be given under this Agreement falls on a Saturday, Sunday or federal holiday, such Performance Date shall be automatically extended to the next business day. As used in this Agreement, "***business day***" means any calendar day that is not a Saturday, Sunday or federal holiday. The time for performance on any Performance Date shall be no later than 5:00 p.m., unless otherwise provided in this Agreement.

9.13 **Incorporation of Exhibits**. Except as intentionally omitted, all exhibits attached hereto and referred to herein are incorporated into the Agreement as though fully set forth herein.

9.14 **Condemnation**. As used in this Section, "***condemnation***" or "***condemned***" shall mean the exercise of, or intended exercise of the power of eminent domain expressed in writing, or the filing of any action or proceeding for such purpose, by any person, entity, city, body, agency or authority having the right or power of eminent domain ("***Condemning Authority***") and shall include a voluntary sale by Seller to any such Condemning Authority, either under the threat of condemnation or while condemnation proceedings are pending. If any portion of the Property and/or any improvements thereon shall be condemned prior to the Closing Date, Seller shall promptly notify Buyer of the same and, at Buyer's option,

exercisable within fifteen (15) days following Buyer's receipt of the aforesaid notice (or in the event that such notice is delivered within fifteen (15) days of the Closing Date, then the Closing Date shall be extended to provide Buyer with the full fifteen (15) day period), Buyer shall elect, by written notice to Seller within said fifteen (15) day period, to either proceed with Closing (upon the terms hereinafter set forth in this subsection (a) or to terminate this Agreement, in which event Seller and Buyer shall thereupon be released from any and all liability hereunder and the Deposit shall be immediately returned to Buyer by Escrow Agent. If Buyer fails to notify Seller of its election, such failure shall be deemed an election to terminate this Agreement and the Deposit shall be promptly refunded to Buyer. If Buyer elects to proceed with the Closing, then, at the Closing, Buyer shall pay the full Purchase Price for the Property as herein provided. Additionally, if Buyer elects to proceed with the Closing, then Seller shall assign to Buyer all of Seller's right, title and interest in and to any condemnation award related to the portion of the Property condemned.

9.15 **Damage or Destruction**. Until the Close of Escrow, all risk of loss to the Property from damage or destruction shall be borne by Seller, and Seller shall keep the Property insured at its expense with such coverage and limits as are currently maintained by Seller. If the cost of repair of damage or destruction less than $25,000, Seller shall diligently proceed to make such repairs as are necessary to restore the Property to the same condition as they are in as of the Effective Date (reasonable wear and tear excepted) and if such restoration is not complete on the Closing Date the Closing Date shall be extended to the date that is seven (7) business days following the date Buyer receives written notice from Seller that such repairs have been completed and the Parties have inspected the Property and confirmed such completion. Seller shall exert due diligence to complete such repairs as soon as reasonably possible. If the cost of repair of damage or destruction exceeds $25,000, Seller shall promptly notify Buyer of the same in writing and, at Buyer's option, exercisable within fifteen (15) days following the date of Buyer's receipt of such notice (and the Closing Date shall be extended to provide Buyer with such full fifteen (15) day period), Buyer shall elect, by written notice to Seller within said fifteen (15) day period, to either proceed with the Close of Escrow in accordance with this Agreement or to terminate this Agreement, in which event Seller and Buyer shall thereupon be released from any and all liability under this Agreement and the Deposit shall be immediately returned to Buyer. If Buyer fails to notify Seller of its election such failure shall be deemed an election to terminate this Agreement and the Deposit shall be promptly refunded to Buyer. If Buyer elects to proceed with the Close of Escrow, then, at the Close of Escrow, Buyer shall pay the Purchase Price less (a) the amount of any deductible applicable to any insurance policy covering such casualty and Seller shall assign to Buyer all of Seller's right, title and interest to any insurance claims and/or insurance proceeds Seller may have with respect to any insurance policies relating to the Property and shall thereafter fully cooperate with Buyer to insure that such proceeds are paid Buyer promptly by each applicable insurance company or (b) if Seller did not maintain insurance to cover such loss or Seller's insurance does not cover the loss, the cost of remedying or repairing such damage or destruction shall be deducted from the Purchase Price.

9.16 **Venue**. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be the Superior Court of the County of Los Angeles and the Parties hereby agree to and do hereby submit to the jurisdiction of such court.

9.17 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be construed as one instrument.

9.18 **Assignment.** Except as provided below, Buyer may not assign its rights or obligations under this Agreement without the prior written consent of Seller, which consent may be withheld in the sole discretion of Seller; provided, however that before or after the Opening of Escrow Buyer, without Seller's consent shall be entitled to assign its rights and obligations under this Agreement to an entity (a) in connection with the sale of all or substantially all of the assets of Buyer or the merger of Buyer to or into such entity; (b) which is a partnership of which Buyer or an affiliate entity is the general partner, a limited liability company of which Buyer or an affiliate entity is the managing member and which Buyer holds an ownership interest and any other entity in which Buyer has an ownership interest and is responsible for managing the day to day activities of such entity or (c) which is wholly or partially owned by Buyer's acquisition and/or development lender and where Buyer retains the ability to construct residences on the Property and an option to reacquire residential lots in the Property prior to sale to the public (an off balance sheet transaction). Buyer shall provide Seller with written notice of any such assignment.

9.19 **No Third Party Beneficiaries.** Notwithstanding any provision contained in this Agreement to the contrary, this Agreement is intended as and shall be deemed to be an agreement for the sale of assets and none of the provisions hereof shall be deemed to create any obligation or liability of any person that is not a Party, whether under a third-party beneficiary theory, laws relating to transferee liabilities or otherwise. Except as provided otherwise in this Agreement, Buyer shall not assume and shall not be obligated to discharge or be liable for any debts, liabilities or obligations of Seller including, but not limited to, any (a) liabilities or obligations of Seller to its creditors, (b) liabilities or obligations of Seller with respect to any acts, events or transactions occurring prior to, on or after the Close of Escrow, (c) liabilities or obligations of Seller for any federal, state, county or local taxes, or (d) any contingent liabilities or obligations of Seller, whether known or unknown by Seller or Buyer. Except as provided otherwise in this Agreement, Buyer shall have no duty whatsoever to take any action or receive or make any payment or credit arising from or related to any services provided or costs incurred in connection with the Property prior to the Close of Escrow, including, but not limited to, any matters relating to cost reports, collections, audits, hearings, or legal action arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]

[SIGNATURE PAGE TO
SALE AGREEMENT AND ESCROW INSTRUCTIONS]

Buyer and Seller have executed this Agreement as of the Effective Date.

THE CITY OF DUARTE, a
California municipal corporation

By: _____
_____, Mayor

"Seller"

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

Rutan & Tucker, LLP

_____,
City Attorney

GENOA JRTH LLC
a California limited liability company

By: _____
Its MANAGING MEMBER

"Buyer"

APPROVED AS TO FORM:
By: _____

Name: _____
Its: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 2 OF TRACT NO. 2827, IN THE CITY OF DUARTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34, PAGE 2 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF BUENA VISTA AVENUE (80.00 FEET WIDE) AND HUNTINGTON DRIVE (100.00 FEET WIDE). THENCE NORTH 00°01'50" WEST A DISTANCE OF 238.08 FEET TO A POINT ON THE CENTERLINE OF BUENA VISTA AVENUE; THENCE LEAVING THE CENTERLINE OF BUENA VISTA AVENUE SOUTH 89°58'10" WEST A DISTANCE OF 25.00 FEET; THENCE SOUTH 89°39'50" WEST A DISTANCE OF 15.00 FEET TO THE INTERSECTION OF THE NORTHERLY LINE OF THE SOUTHERLY 218.21 FEET OF LOT 2 OF SAID TRACT NO. 2827 WITH THE WESTERLY RIGHT-OF-WAY OF BUENA VISTA AVENUE (80.00 FEET WIDE) SAID POINT ALSO BEING THE SOUTHEAST CORNER OF PARCEL 4 OF PARCEL MAP NO. 21624 RECORDED IN PARCEL MAP BOOK 239, PAGES 12 AND 13 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ON THE NORTHERLY LINE OF THE SOUTHERLY 218.21 FEET OF LOT 2 AND THE SOUTHERLY LINE OF PARCEL 4 OF PARCEL MAP NO. 21624 SOUTH 89°39'50" WEST A DISTANCE OF 129.68 FEET TO THE EASTERLY LINE OF THE WESTERLY 180.00 FEET OF LOT 2 OF SAID TRACT NO. 2827 AND THE NORTHEAST CORNER OF PARCEL 3 OF SAID PARCEL MAP NO. 21624; THENCE LEAVING THE NORTHERLY LINE OF THE SOUTHERLY 218.21 FEET OF LOT 2 AND THE SOUTHERLY LINE OF PARCEL 4 OF PARCEL MAP NO. 21624 ALONG THE EASTERLY LINE OF THE WESTERLY 180.00 FEET OF LOT 2 OF SAID TRACT NO. 2827 AND THE EASTERLY LINE OF PARCEL 3 OF SAID PARCEL MAP NO. 21624 SOUTH 00°00'50" WEST A DISTANCE OF 188.21 FEET TO THE NORTHERLY RIGHT-OF-WAY OF HUNTINGTON DRIVE (100.00 FEET WIDE); THENCE ALONG THE NORTHERLY RIGHT-OF-WAY OF HUNTINGTON DRIVE (100.00 FEET WIDE) NORTH 89°39'50" EAST A DISTANCE OF 129.83 FEET TO THE WESTERLY RIGHT-OF-WAY OF BUENA VISTA AVENUE (80.00 FEET WIDE); THENCE LEAVING THE NORTHERLY RIGHT-OF-WAY OF HUNTINGTON DRIVE (100.00 WIDE) ALONG THE WESTERLY RIGHT-OF-WAY OF BUENA VISTA AVENUE (80.00 FEET WIDE) NORTH 00°01'50" WEST A DISTANCE OF 188.21 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT "B"

MEMORANDUM OF SALE AGREEMENT

[See following pages]

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

DZIDA, CAREY & STEINMAN (JRS)
3 Park Plaza, Suite 750
Irvine, CA 92614

(Space Above for Recorder's Use)

MEMORANDUM OF SALE AGREEMENT

This Memorandum of Sale Agreement is made on _____, 2015, by THE CITY OF DUARTE, a California municipal corporation ("Seller"), and GENOA JRTH LLC, a California limited liability company ("Buyer").

RECITALS:

A. Seller is the owner of certain real property in the City of Duarte, County of Los Angeles ("County"), State of California, more particularly described in Exhibit "1" hereto ("Property").

B. Seller desires to sell the Property to Buyer, and Buyer desires to acquire the Property from Seller, for Buyer's development on the Property.

AGREEMENT:

THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller agrees as follows:

1. **Agreement.** Seller has agreed to sell the Property to Buyer in accordance with the terms of that certain unrecorded Purchase and Sale Agreement and Escrow Instructions dated _____, 2015 ("Agreement') executed by Buyer and Seller the terms of which are incorporated herein by this reference. Unless otherwise expressly provided herein, all capitalized terms and phrases in this Memorandum shall have the same meanings given such terms in the Agreement.

3. **Interpretation.** The purpose of this Memorandum is to give notice of the existence of the rights of Buyer under the Agreement. If there is any inconsistency between the provisions of this Memorandum and the provisions of the Agreement, the provisions of the Agreement shall control.

THE CITY OF DUARTE, a
California municipal corporation

By: _____

GENOA JRTH LLC,
a California limited liability company

By: _____
Its MANAGING MEMBER

_____, Mayor

"Seller"

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

Rutan & Tucker, LLP

_____,
City Attorney

"Buyer"

APPROVED AS TO FORM:
By: _____

Name: _____
Its: _____

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

State of California)
County of Los Angeles)

On September 15, 2015, before me, Albert Luu (insert name and title of the officer), Notary Public, personally appeared Tristan Harris, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Albert Luu (Seal)

ALBERT LUU
Commission # 1985164
Notary Public - California
Orange County
My Comm. Expires Jul 15, 2016

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

State of California)
County of Los Angeles)

On _____, before me, _____,
(insert name and title of the officer)
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (Seal)

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

State of California)
County of Los Angeles)

On _____, before me, _____,
(insert name and title of the officer)
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (Seal)

EXHIBIT "1"

LEGAL DESCRIPTION OF PROPERTY

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 2 OF TRACT NO. 2827, IN THE CITY OF DUARTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 34, PAGE 2 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF BUENA VISTA AVENUE (80.00 FEET WIDE) AND HUNTINGTON DRIVE (100.00 FEET WIDE). THENCE NORTH 00°01'50" WEST A DISTANCE OF 238.08 FEET TO A POINT ON THE CENTERLINE OF BUENA VISTA AVENUE; THENCE LEAVING THE CENTERLINE OF BUENA VISTA AVENUE SOUTH 89°58'10" WEST A DISTANCE OF 25.00 FEET; THENCE SOUTH 89°39'50" WEST A DISTANCE OF 15.00 FEET TO THE INTERSECTION OF THE NORTHERLY LINE OF THE SOUTHERLY 218.21 FEET OF LOT 2 OF SAID TRACT NO. 2827 WITH THE WESTERLY RIGHT-OF-WAY OF BUENA VISTA AVENUE (80.00 FEET WIDE) SAID POINT ALSO BEING THE SOUTHEAST CORNER OF PARCEL 4 OF PARCEL MAP NO. 21624 RECORDED IN PARCEL MAP BOOK 239, PAGES 12 AND 13 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ON THE NORTHERLY LINE OF THE SOUTHERLY 218.21 FEET OF LOT 2 AND THE SOUTHERLY LINE OF PARCEL 4 OF PARCEL MAP NO. 21624 SOUTH 89°39'50" WEST A DISTANCE OF 129.68 FEET TO THE EASTERLY LINE OF THE WESTERLY 180.00 FEET OF LOT 2 OF SAID TRACT NO. 2827 AND THE NORTHEAST CORNER OF PARCEL 3 OF SAID PARCEL MAP NO. 21624; THENCE LEAVING THE NORTHERLY LINE OF THE SOUTHERLY 218.21 FEET OF LOT 2 AND THE SOUTHERLY LINE OF PARCEL 4 OF PARCEL MAP NO. 21624 ALONG THE EASTERLY LINE OF THE WESTERLY 180.00 FEET OF LOT 2 OF SAID TRACT NO. 2827 AND THE EASTERLY LINE OF PARCEL 3 OF SAID PARCEL MAP NO. 21624 SOUTH 00°00'50" WEST A DISTANCE OF 188.21 FEET TO THE NORTHERLY RIGHT-OF-WAY OF HUNTINGTON DRIVE (100.00 FEET WIDE); THENCE ALONG THE NORTHERLY RIGHT-OF-WAY OF HUNTINGTON DRIVE (100.00 FEET WIDE) NORTH 89°39'50" EAST A DISTANCE OF 129.83 FEET TO THE WESTERLY RIGHT-OF-WAY OF BUENA VISTA AVENUE (80.00 FEET WIDE); THENCE LEAVING THE NORTHERLY RIGHT-OF-WAY OF HUNTINGTON DRIVE (100.00 WIDE) ALONG THE WESTERLY RIGHT-OF-WAY OF BUENA VISTA AVENUE (80.00 FEET WIDE) NORTH 00°01'50" WEST A DISTANCE OF 188.21 FEET TO THE TRUE POINT OF BEGINNING.

EXHIBIT "C"

QUITCLAIM DEED

[See following pages]

Order No.
Escrow No.
Loan No.

WHEN RECORDED MAIL TO:

_____
_____
_____

(Space Above for Recorder's Use)

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

GENOA JRTH LLC, a California limited liability company ("Grantor"),

Does hereby REMISE, RELEASE AND QUITCLAIM to

THE CITY OF DUARTE, a California municipal corporation ("Grantee"),

All of Grantor's right, title and interest in the real property in the County of Los Angeles, State of California, described on Exhibit "1."

The purpose of this instrument is to terminate the Memorandum of Sale Agreement recorded on _____, 2015, as Instrument No. _____ in the Official Records of Los Angeles County, California.

GENOA JRTH LLC,
a California limited liability company

By: _____
Its MANAGING MEMBER

Notary on Following Page

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

State of California)
County of Los Angeles)

On September 15, 2015, before me, Albert Luu,
(insert name and title of the officer)
Notary Public, personally appeared Tristan Harris,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ALBERT LUU
Commission # 1985164
Notary Public - California
Orange County
My Comm. Expires Jul 15, 2016

Signature Albert Luu (Seal)

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

State of California)
County of Los Angeles)

On _____, before me, _____,
(insert name and title of the officer)
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____ (Seal)

Long Range Property Management Plan

Successor Agency to the Dissolved Redevelopment Agency of the City of Duarte

1600 Huntington Drive, Duarte, California 91010

Approved by Successor Agency on August 27, 2013

Approved by Oversight Board on June 2, 2014

Approved by Department of Finance on _____, 2014

Table of Contents

Introduction 1
Part I: Property Inventory 1
North City Yard (Parcels 1-3): 2
Duarte Plaza Park (Parcel 4): 3
Hacienda Park (Parcels 5-7): 4
City of Duarte Senior Center (Parcel 8): 5
Non-Contiguous Landscaped Walkways (Parcels 9-14) 6
Old Texaco Site (Parcels 15 – 16): 7
Near SEC Huntington & Mountain (Parcels 17 – 19): 9
Wal-Mart Fragment (Parcel 20): 11
Landscape Strip Adjacent to LA County Library (Parcel 21): 12
Duarte Unified School District Administration Office (Parcel 22): 13
Northview Middle School Athletic Field (Parcel 23): 14
Part II: Property Disposition & Use 15
Summary of Plan Category Decision 15
Long-Term Planned Use / Disposition of Each Property 17
Implementation Steps 20

Appendix A	Finding of Completion Letter
Appendix B	Property Tracking Worksheet
Appendix C	Map of Properties
Appendix D	Redevelopment Plan
Appendix E	Implementation Plan
Appendix F	Old Texaco Site Plans
Appendix G	Long Range Property Management Plan Checklist

INTRODUCTION

As required by Health & Safety Code Section 34191.5, this document is the Long-Range Property Management Plan (LRPMP) of the Successor Agency (Successor Agency) of the former Redevelopment Agency of the City of Duarte (Former RDA). The Successor Agency received a finding of completion from the Department of Finance (DOF) on October 23, 2013 (Appendix A).

In accordance with Health & Safety Code Section 34191.5(c), Part I of the LRPMP includes an inventory of properties included in the Community Redevelopment Property Trust Fund, and Part II provides the proposed plan for disposition and uses of each of the properties.

PART I: PROPERTY INVENTORY

Section 34191.5(c)(1) of the Health and Safety Code, which was added as part of Assembly Bill 1484 (AB 1484), requires that the LRPMP include an inventory of all properties held in the Community Redevelopment Property Trust Fund. For the Successor Agency, this inventory identifies 23 parcels comprising 11 properties. In accordance with statutory requirements each of these 23 legal parcels comprising 11 properties are described in Appendix B and a map showing the location of the 11 properties is presented in Appendix C.

The following pages describe each of the following 11 properties, and the applicable legal parcel or parcels comprising each:

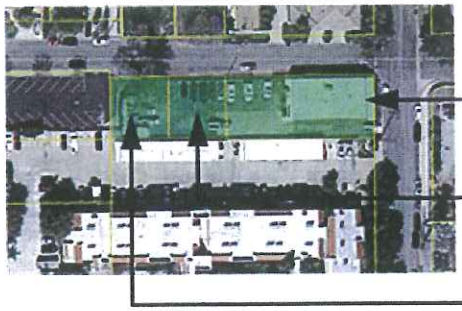
Property Name	Parcel Number on Inventory
North City Yard	1, 2, 3
Duarte Plaza Park	4
Hacienda Park	5, 6, 7
Duarte Senior Center	8
Non-Contiguous Landscaped Walkways	9, 10, 11, 12, 13, 14
Old Texaco Site	15, 16
Near SEC Huntington & Mountain	17, 18, 19
Wal-Mart Fragment	20
Landscape Strip Adjacent to LA County Library	21
Duarte Unified School District Administration Office	22
Northview Middle School Athletic Field	23

The following pages describe the parcels grouped as 11 properties.

North City Yard (Parcels 1-3):

The property, consisting of 3 legal parcels, is located on the South side of Oak Avenue. The property is currently used for Filed Services offices, equipment storage, a workshop and overflow plant storage.

North City Yard



APN: 8530-011-913
Size: 9,706 sq. ft.
Zoning: Public Facility

APN: 8530-011-914
Size: 3,642 sq. ft.
Zoning: Public Facility

APN: 8530-011-915
Size: 3,681 sq. ft.
Zoning: Public Facility

Acquisition Information

The former Redevelopment Agency purchased the property in 2005 for $649,000, or $38 per square foot of land area.

Purpose of Acquisition

This facility was acquired for the purpose to house the City's Field Services Division, which is the current use. The Division handles maintenance of City infrastructure and physical plant, and includes a City yard

Parcel Data

The three parcels are zoned Public Facility and are improved with a 2,266 square foot office building and adjacent parking spaces.

Current Value

Based on current zoning, use restrictions and the existing units, the parcels have no value.

Advancement of Planning Objectives

Not applicable.

History of Development Proposals and Activity

The North Yard building is adjacent to the Old City Hall facility. It was purchased for City use. A seismic safety and building accessibility assessment was completed for the building in January 2012 that determined that the building did not meet current accessibility requirements and needed some seismic upgrades. The cost to address these items was estimated at $215,000 just to address deficiencies with additional cost, of $100,000 to $150,000, necessary to address other building code issues.

PROPERTY INFORMATION

Address:
1101 Oak Avenue

Assessor's Parcel #:
8530-011-913; 8530-011-914; 8530-011-915

Lot Size:
17,029 Sf

Acquisition Date:
8/19/2005

Acquisition Price:
$649,000

Existing Improvements:
2,266 Sf office building and parking spaces

Current Zoning:
Public Facility

Use Restrictions:
Subject General Plan and zoning restrictions for Public Facility (Governmental) uses

Revenues Generated:
None

Contractual Requirements:
None

Environmental Contamination / Remediation:
None

TOD Potential:
None

Current Owner:
Successor Agency

Duarte Plaza Park (Parcel 4):

The Duarte Plaza is a City park located directly across from City Hall and is used as a public plaza and gathering area.

Duarte Plaza Park

APN: 8530-017-906
Size: 8,371 sq. ft.
Zoning: Open Space

Acquisition Information

Duarte Plaza Park, a City public park, is approximately 8,371 square feet. The larger property from which Duarte Plaza Park was created was approximately 26,000 square feet and was acquired by the former Redevelopment Agency in 2000 for $431,540, plus the former Redevelopment Agency incurred an additional $180,420 in relocation costs and $20,868 in demolition costs, for a total acquisition cost of $632,828.

Purpose of Acquisition

The property is part of implementing a pedestrian oriented Town Center vision in the central portion of the City. The retention of the property for development of a landscaped public plaza was recommended in 2004 by the then-existing Downtown Duarte Committee.

Parcel Data

The parcel is zoned for Open Space.

Current Value

Given that the parcel is restricted to public open space by the zoning, the current value is $0.

Advancement of Planning Objectives

Not applicable.

History of Development Proposals and Activity

In June 2006, the former Redevelopment Agency entered into a Disposition and Development Agreement (DDA) for the sale of approximately 17,629 square feet of the 26,000 square feet for development of a housing project consisting of 17 single family homes (13 detached units and four attached units), which was completed in 2007. The remaining approximately 8,371 square feet was situated across from City Hall and retained in former Redevelopment Agency ownership and was developed as Duarte Plaza Park, a City public park. The former Redevelopment Agency inadvertently failed to convey ownership of Duarte Plaza Park to the City. The annual cost to the City to maintain the park is approximately $3,000.

PROPERTY INFORMATION

Address:
No address

Assessor's Parcel #:
8530-017-906

Lot Size:
8,371 Sf

Acquisition Date:
2000

Acquisition Price:
$632,828

Existing Improvements:
Park

Current Zoning:
Open Space

Use Restrictions:
Property is zoned Open Space and has existing park improvements

Revenues Generated:
None

Contractual Requirements:
None

Environmental Contamination / Remediation:
None

TOD Potential:
None

Current Owner:
Successor Agency

Hacienda Park (Parcels 5-7):

Hacienda Park, a City park consisting of three legal parcels, was built in the 1970s and acts as a neighborhood park in the Rancho Verde neighborhood.

Hacienda Park

APN: 8610-001-900
Size: 24,674 sq. ft.
Zoning: Open Space

APN: 8610-001-901
Size: 20,598 sq. ft.
Zoning: Open Space

APN: 8604-009-910
Size: 36,130 sq. ft.
Zoning: Open Space

Acquisition Information
The former Redevelopment Agency acquired the property in 1978. It is located under electric transmission lines operated by Southern California Edison as part of the Tehachapi Renewable Transportation Project.

Purpose of Acquisition
The former Redevelopment Agency purchased the property for the purpose of constructing a neighborhood park in the Rancho Verde neighborhood. The parcels were dedicated by the Developer as a City park associated with a residential development (Tract 23089).

Parcel Data
The parcel is zoned for Open Space.

Current Value
Given that the parcel is restricted to public open space by zoning, the current value is $0.

Advanced Planning Objectives
Not applicable.

History of Development Proposals and Activity
The property has been used as a neighborhood park since the 1970s and costs the City approximately $11,000 per year to maintain. The former Redevelopment Agency inadvertently failed to convey the property to the City.

PROPERTY INFORMATION

Address:
2695 Hacienda Drive

Assessor's Parcel #:
8610-001-900; 8610-001-910; 8604-009-910;

Lot Size:
81,402 Sf

Acquisition Date:
11/16/1978

Acquisition Price:
$44,771 (estimate)

Existing Improvements:
Park

Current Zoning:
Open Space

Use Restrictions:
Undevelopable Open Space as it lies beneath the high power electric transmission lines operated by Southern California Edison

Revenues Generated:
None

Contractual Requirements:
None

Environmental Contamination / Remediation:
None

TOD Potential:
None

Current Owner:
Successor Agency

City of Duarte Senior Center (Parcel 8):

The Duarte Senior Center, consisting of one legal parcel, is located within the City's Civic Center.

Duarte Senior Center

APN: 8530-022-909
Size: 20,674 sq. ft.
Zoning: Public Facility

Acquisition Information

The former Redevelopment Agency purchased the parcel in 1988 for an unknown purchase price. The City paid for the construction of the Senior Center.

Purpose of Acquisition

The former Redevelopment Agency purchased the property with the purpose of constructing a senior center to be used by senior citizens living in Duarte. The parcel is part of the City's Civic Center.

Parcel Data

The parcel is zoned Public Facility and can only be used for government use and is improved with a two-story senior citizen center. Parking for the building is shared with other City-owned Civic Center buildings.

Current Value

Given that the current zoning is Public Facility and its current use is the Duarte Senior Center, the property has a current value of $0.

Advanced Planning Objectives

Not applicable.

History of Development Proposals and Activity

The City of Duarte Senior Center provides recreational opportunities and programs for area senior citizens and is part of the City's Civic Center consisting of City Hall and other government buildings. Numerous senior programs, including a senior lunch program, are operated at this facility. The City receives no income from the property and it is maintained by City staff. The former Redevelopment Agency inadvertently failed to convey the property to the City.

PROPERTY INFORMATION

Address:
1610 Huntington Drive

Assessor's Parcel #:
8530-022-909

Lot Size:
20,863 Sf

Acquisition Date:
4/28/1988

Acquisition Price:
$11,475 (estimate)

Existing Improvements:
Two story Senior Center

Current Zoning:
Public Facility

Use Restrictions:
Property is zoned Public Facility for government use

Revenues Generated:
None

Contractual Requirements:
None

Environmental Contamination / Remediation:
None

TOD Potential:
None

Current Owner:
Successor Agency

Non-Contiguous Landscaped Walkways (Parcels 9-14)

The six non-contiguous parcels are landscaped walkway areas within a small lot subdivision (Tract 34276) known as Las Lomas Villas.

Acquisition Information

The former Redevelopment Agency purchased the parcels in 1997, with the exception of one parcel that was purchased in 1979, for an unknown purchase price.

Purpose of Acquisition

The parcels were purchased as part of a larger acquisition with the purpose of developing the Las Lomas Villas neighborhood. These parcels provide the sidewalk access for the residential development. The parcels were dedicated by the Developer as a City Park associated with a residential development. These parcels are required open space (walkways and landscaping areas), owned by the Successor Agency and maintained by the City through a maintenance assessment district.

Parcel Data

The six parcels are improved with landscaped walkways in the midst of the Las Lomas Villas residential development.

Current Value

While the parcels are zoned R-3 (Medium Residential Density), the use is restricted to open space and sidewalk access for the residential development. Hence the parcels are undevelopable and have a $0 current value.

Advanced Planning Objectives

Not applicable.

History of Development Proposals and Activity

The subdivision is part of a landscape maintenance district where property owners pay an assessment and the City maintains landscape in the front yards and along these landscaped sidewalk areas. Given the location of the parcels, they are not developable. The cost to the City to maintain the parcels exceeds the assessments generated from the assessments. Ownership by the former Agency appears to be an error and the property should be City-owned as it has been maintained by the City for years.

PROPERTY INFORMATION

Address:
No address

Assessor's Parcel #:
8604-021-939; 8604-007-953; 8604-007-954; 8604-007-959; 8604-007-964; 8604-007-969

Lot Size:
10,307 Sf

Acquisition Date:
2/15/1997; 5/17/1979 (969)

Acquisition Price:
$4,074 (estimate)

Existing Improvements:
Landscaped walkways

Current Zoning:
R-3 (Medium Residential Density)

Use Restrictions:
Open space and sidewalk access for a residential development

Revenues Generated:
None

Contractual Requirements:
None

Environmental Contamination / Remediation:
None

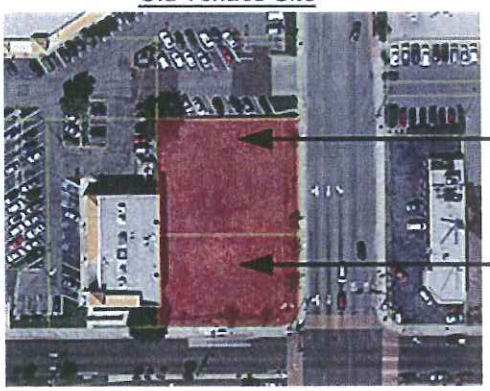
TOD Potential:
None

Current Owner:
Successor Agency

Old Texaco Site (Parcels 15 – 16):

The property consisting of two legal parcels, is located on the NWC of Huntington Drive and Buena Vista Avenue and is surrounded by public streets on the south and east sides, by a parking lot of an adjacent shopping center on the north and by a commercial building built at the property line on the west. The highest and best use for the property is a retail commercial use as it is adjacent to the Ralph's Shopping Center, at a major commercial corner in the City and along Huntington Drive, which is the main commercial corridor in the City.

Old Texaco Site



APN: 8530-003-930
Size: 13,647 sq. ft.
Zoning: Commercial General

APN: 8530-003-931
Size: 10,719 sq. ft.
Zoning: Commercial General

Acquisition Information

The property was purchased by the former Redevelopment Agency in 2004 for $1.05 million, or $43 per square foot of land area.

Purpose of Acquisition

The purpose of the acquisition was to develop the property with approximately 4,500 square feet of restaurant and retail uses.

Parcel Data

This property is a corner property that is zoned General Commercial (C-G), a designation that permits retail commercial development. It has the advantage of being on the corner of two arterial streets, but is also constrained because of its size and its limited access to the street. Access to the site will be limited to one driveway access on Huntington Drive and another access drive onto the adjacent shopping center property.

Because of the parking requirements, set-back requirements, and the need to access the adjacent property, it is estimated that the maximum floor area ratio that can be attained on the site is approximately 0.18, or 4,400 square feet; if a restaurant use is located in one or all of the tenant spaces, this coverage would be less. Depending on the future tenants and how much restaurant use is proposed (food uses require more parking), it is anticipated that the site could accommodate 2,800 to 4,500 square feet of building area.

Current Value

A recent appraisal is not available. It should be noted, however, that this property will be required to obtain a shared access agreement with the adjacent shopping center to allow access to Buena Vista Street. In addition to any cost in obtaining this shared access, the property will also be burdened with the cost of a minor parking lot redesign for the adjacent property because the shared access will require the relocation or removal of some parking spaces. As such, these access and parking issues will negatively impact the value of the property.

PROPERTY INFORMATION

Address:
1263 Huntington Drive

Assessor's Parcel #:
8530-003-930; 8530-003-931

Lot Size:
24,366 Sf

Acquisition Date:
5/24/2004

Acquisition Price:
$1,052,030

Existing Improvements:
Vacant

Current Zoning:
General Commercial (G-C)

Use Restrictions:
Reciprocal access agreement with adjacent center required

Revenues Generated:
None

Contractual Requirements:
None

Environmental Contamination / Remediation:
The property is a former gas station. An UST was removed and final sign-off received from the County of Los Angeles

TOD Potential:
None

Current Owner:
Successor Agency

Based on area sales comparables, the market values range from $17 to $22 per square foot, or $414,222 to $536,052.

Advancement of Planning Objectives

The property is referred to in the Implementation Plan as "Retail Project (NWC Huntington Drive & Buena Vista)". The stated goal is to develop the property with approximately 4,500 square feet of restaurant and retail. Appendix F includes the plans that have been rendered for the site.

History of Development Proposals and Activity

The former Redevelopment Agency entertained several development proposals for the property since 2004 but property constraints made development difficult in a sluggish economy. At one point, the former Redevelopment Agency contracted with an architect to develop a concept plan that allowed for a corner building, joint access with the adjacent shopping center, and a public seating area.

Near SEC Huntington & Mountain (Parcels 17 – 19):

The property, consisting of three legal parcels, is surrounded to the north by a public street; the west by a multi-family residential project; to the south by single-family homes; and to the east by the Mountain Vista Plaza Shopping Center. Because it is adjacent to the Mountain Vista Plaza Shopping Center, the highest and best use for the property is commercial development.

Near SEC Huntington & Mountain

APN: 8530-013-904
Size: 13,602 sq. ft.
Zoning: Commercial General

APN: 8530-013-902
Size: 12,439 sq. ft.
Zoning: Commercial General

APN: 8530-013-903
Size: 18,897 sq. ft.
Zoning: Commercial General

Acquisition Information

The former Redevelopment Agency purchased the three lots between 2001 and 2008 for a total of $1.20 million.

Purpose of Acquisition

The parcels were purchased with the intent of assembling them together with the 11,073 square foot property located at 956 Huntington Drive. With the four properties assembled, the development site would total 55,217 square feet, or 1.267 acres. The 956 Huntington Drive property is surrounded by these three parcels but as of now remains owned by a resident of a house on that lot. The expansion of the Mountain Vista Plaza Shopping Center may be a possible use for the property.

Parcel Data

The property is zoned General Commercial (G-C), a designation that permits retail commercial development.

Current Value

A recent appraisal is not available for the parcels. The property is constrained by the presence of the 956 Huntington Drive property and will have an extremely limited value unless it is assembled with these parcels. The property has the advantage of being along Huntington Drive and adjacent to the Mountain Vista Plaza Shopping Center. Because the most effective development of this property requires the acquisition of the 956 Huntington Drive property owned by a private party, there has been minimal interest in the parcels.

PROPERTY INFORMATION

Address:
946, 952, 962 Huntington Drive

Assessor's Parcel #:
8530-013-902; 8530-013-903; 8530-013-904

Lot Size:
43,887 Sf

Acquisition Date:
946 – 8/14/2001
952 – 7/15/2008
962 – 8/14/2001

Acquisition Price:
$1,195,522

Existing Improvements:
Vacant

Current Zoning:
General Commercial (G-C)

Use Restrictions:
Additional property not owned by Successor Agency is necessary for development of this property

Revenues Generated:
None

Contractual Requirements:
None

Environmental Contamination / Remediation:
None

TOD Potential:
None

Current Owner:
Successor Agency

Based on area sales comparables, the market values range from $17 to $22 per square foot, or $763,946 to $988,636.

Advancement of Planning Objectives

This property is referred to in the Implementation Plan as the "SEC of Huntington Drive and Mountain Avenue". The goal for the property is to extend the commercial developments to the south and east with additional retail and possibly residential opportunities.

History of Development Proposals and Activity

There have been no development proposals or activity since the property as acquired due to the sluggish economy and the need to acquire other properties not under the former Redevelopment Agency's ownership.

Wal-Mart Fragment (Parcel 20):

This parcel is 18 feet wide and is part of the Wal-Mart project. A portion of the parcel is a landscaped area that is maintained by Wal-Mart.

Walmart Fragment

APN: 8528-001-901
Size: 10,831 sq. ft.
Zoning: Mountain/Evergreen Specific Plan

Acquisition Information
The former Redevelopment Agency purchased the parcel in 1995 for an unknown purchase price.

Purpose of Acquisition
The acquisition of the parcel was part of a larger acquisition for the purpose of developing a Wal-Mart store.

Parcel Data
The parcel falls under the Mountain/Evergreen Specific Plan.

Current Value
The parcel has no value ($0) given it is undevelopable and part of parking lot landscaping for the Wal-Mart store. The Successor Agency ownership is an error and there will likely be a cost to transferring the property.

Advanced Planning Objectives
Not applicable.

History of Development Proposals and Activity
The parcel should have been transferred to the adjacent property owner, Wilmington Trust (Wal-Mart) as part of the project and remains in the former Redevelopment Agency ownership as a result of an inadvertent error.

PROPERTY INFORMATION

Address:
No address

Assessor's Parcel #:
8528-001-901

Lot Size:
10,831 Sf

Acquisition Date:
1/23/1995

Acquisition Price:
$124,881 (estimate)

Existing Improvements:
Landscaping and parking

Current Zoning:
Mountain/Evergreen Specific Plan

Use Restrictions:
The property is not developable; it is part of a larger commercial development

Revenues Generated:
None

Contractual Requirements:
None

Environmental Contamination / Remediation:
None

TOD Potential:
None

Current Owner:
Successor Agency

Landscape Strip Adjacent to LA County Library (Parcel 21):

The parcel is a small landscaped strip of land adjacent to the LA County Library driveway.

CarMax Fragment

APN: 8530-016-
Size: 3,403 sq. f
Zoning: Commerci

Acquisition Information
The former Redevelopment Agency purchased the parcel in 1997 for an unknown purchase price.

Purpose of Acquisition
The acquisition of the parcel was part of a larger acquisition for the purpose of developing the adjacent CarMax dealership and was left as a landscaped area for the LA County Library.

Parcel Data
The parcel is zoned Commercial Facility and is currently a portion of the CarMax parking lot.

Current Value
The parcel has no value ($0) given it is undevelopable and an easement for access to the adjacent Library. There will likely be a cost to transferring the property.

Advanced Planning Objectives
Not applicable.

History of Development Proposals and Activity
The CarMax project was developed pursuant to a Disposition and Development Agreement between C-Max Auto Superstores, Inc. and the former Redevelopment Agency dated May 13, 1997. The Car Max auto dealership was developed shortly thereafter and has been operating on the site ever since. The parcel Was not included in the CarMax development but was kept as a small landscaped strip for the adjacent LA County Library through an easement.

PROPERTY INFORMATION

Address:
No address

Assessor's Parcel #:
8530-016-916

Lot Size:
3,403 Sf

Acquisition Date:
11/14/1997

Acquisition Price:
$1,872 (estimate)

Existing Improvements:
Parking lot

Current Zoning:
Commercial Professional

Use Restrictions:
The property is not developable; it is part of a landscape area adjacent to LIbrary

Revenues Generated:
None

Contractual Requirements:
None

Environmental Contamination / Remediation:
None

TOD Potential:
None

Current Owner:
Successor Agency

Duarte Unified School District Administration Office (Parcel 22):

The property is a portion of the Duarte Unified School District administration office building and maintenance facility. The Property is held by the Successor Agency by Assessor error and should be owned by the Duarte Unified School District.

School District
Administration Site

APN: 8530-022-906
Size: 48,787 sq. ft.
Zoning: Public Facility

Acquisition Information
The former Redevelopment Agency purchased the parcel in 1988 for an unknown purchase price.

Purpose of Acquisition
The former Redevelopment Agency acquired the parcel for the purpose of conveying the property to the Duarte Unified School District.

Parcel Data
The parcel is zoned Public Facility and is improved with an office building.

Current Value
The property, given its zoning and use restrictions is currently valued at $0. It is likely that there will be a cost to transfer the property.

Advanced Planning Objectives
Not applicable.

History of Development Proposals and Activity
The property is in the former Redevelopment Agency ownership as a result of an inadvertent error.

PROPERTY INFORMATION

Address:
1634 Huntington Drive

Assessor's Parcel #:
8530-022-906

Lot Size:
1.12 acres

Acquisition Date:
2/29/1988

Acquisition Price:
$26,833 (estimate)

Existing Improvements:
Offices

Current Zoning:
Public Facility

Use Restrictions:
The property is not developable; it is part of the larger school district administration offices and maintenance facilities

Revenues Generated:
None

Contractual Requirements:
None

Environmental Contamination / Remediation:
None

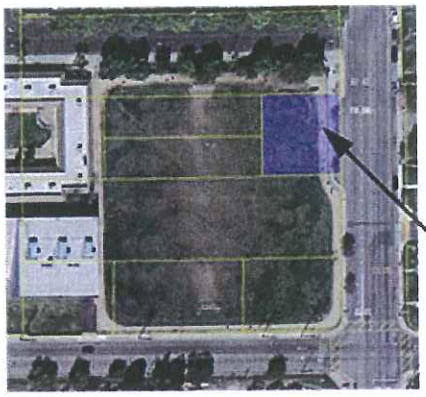
TOD Potential:
None

Current Owner:
Successor Agency

Northview Middle School Athletic Field (Parcel 23):

This property is a portion of the Duarte Unified School District's Northview Middle School athletic field. . The Property is held by the Successor Agency by Assessor error and should be owned by the Duarte Unified School District.

Northview
Middle School



APN: 8530-023-906
Size: 9,700 sq. ft.
Zoning: Public Facility

Acquisition Information
The former Redevelopment Agency purchased the parcel in 1990 for an unknown purchase price.

Purpose of Acquisition
The former Redevelopment Agency acquired the parcel for the purpose of conveying the property to the Duarte Unified School District.

Parcel Data
The parcel is zoned Public Facility and is improved with an athletic field.

Current Value
The property has $0 value given the use and zoning. It is likely that there will be a cost to transfer the property.

Advanced Planning Objectives
Not applicable.

History of Development Proposals and Activity
The property is in the name of the former Redevelopment Agency ownership as a result of an inadvertent error.

PROPERTY INFORMATION

Address:
1417 Highland Avenue

Assessor's Parcel #:
8530-023-906

Lot Size:
9,700 Sf

Acquisition Date:
6/18/1990

Acquisition Price:
$5,335 (estimate)

Existing Improvements:
Athletic field

Current Zoning:
Public Facility

Use Restrictions:
The property is not developable; it is a portion of the Northview Middle school sports field

Revenues Generated:
None

Contractual Requirements:
None

Environmental Contamination / Remediation:
None

TOD Potential:
None

Current Owner:
Successor Agency

PART II: PROPERTY DISPOSITION & USE

The second part of the LRPMP provides the planned use or disposition of each of the three properties in the manner described in Health & Safety Code Section 34191.5(c)(2). The following summarizes the four types of permitted disposition/use:

Plan Category	Use/Disposition Purpose of Property	Property Transferee
Enforceable Obligation	Use Consistent with Enforceable Obligation Terms	Designated Enforceable Obligation Recipient
Governmental	Governmental Use in Accordance with Section 34181(a)	Appropriate Public Jurisdiction
Approved Redevelopment Plan Project	Transfer to City for use in a project identified in the Approved Redevelopment Plan. Disposition proceeds to be distributed among Taxing Entities in accordance with a Compensation Agreement	City
Other Liquidation	Sale by Successor Agency to private buyer with proceeds distributed to Taxing Entities	Approved Buyer

Summary of Plan Category Decision

The relevant "approved redevelopment plan" that identifies the projects for which the properties will be disposed and used consists of:

- The Duarte Merged Redevelopment Plan, which was adopted by Ordinance No. 742 on July 13, 1999 and became effective on August 12, 1999 (Appendix D); and
- The accompanying Implementation Plan for the Merged Project Area (Implementation Plan) adopted by the Former RDA by Resolution No. RA-385 on December 8, 2009 (the Implementation Plan Resolution) in accordance with the requirements of Health & Safety Code Section 33490 (Appendix E).
- Old Texaco Site Plans

Redevelopment Plan

The objectives and goals of the Redevelopment Plan are provided below:

Redevelopment Plan Objectives:

1. Eliminate blighting influences in the Project Area including deteriorating buildings, obsolete structures and other environmental, economic and social deficiencies; improve the overall appearance of buildings, streets, parking areas and other facilities, public and private.
2. Provide adequate streets, curbs, gutters and street lights and permit improved pedestrian and/or vehicular circulation in the Project Area.
3. Strengthen retail and other commercial functions throughout the Project Area.

4. Change the pattern of land use along the Huntington Drive "corridor" area by creating and encouraging a desirable setting for medium density residential development as well as sub-regionally oriented retail/commercial uses.
5. Provide adequate land for parking and open space.
6. Provide street furniture (benches, trash receptacles, etc.), landscaping, public plazas and thematic crosswalks to improve the aesthetic environment of the Project Area.
7. Preserve artistically, architecturally and historically worthwhile structures and sites.
8. Establish and implement criteria to assure high site design standards and environmental quality and other design elements which provide unity and integrity to the entire project.
9. Strengthen and upgrade existing residential uses.
10. Cause the undergrounding of unsightly overhead utility lines.

Redevelopment Plan Goals

1. Implement the land uses and concepts of the General Plan and the Zoning Ordinance as may be amended from time to time.
2. Provide adequate public improvements, public facilities, open spaces and utilities which cannot be remedied by private or governmental action without redevelopment.
3. Assure that buildings are safe for persons and businesses to occupy.
4. Encourage cooperation and participation of residents, businesspersons, public agencies and community organizations in revitalizing the area.
5. Encourage private sector investment in development of the area.
6. Promote the economic wellbeing of the area by encouraging diversification of its commercial base.
7. Promote development of local job opportunities.
8. Provide for relocation assistance and benefits to area businesses and residences, which may be displaced, in accordance with the provisions of Redevelopment Law and the Government Code of the State of California.
9. Make provision for housing as is required to satisfy the needs and desires of various age, income and ethnic groups of the community, maximizing opportunity for individual choice.
10. Provide a procedural and financial mechanism by which the Agency can assist, complement and coordinate public and private development, redevelopment, revitalization and enhancement of the community.

Implementation Plan

The goals and objectives of the Implementation Plan match those of the Redevelopment Plan. However, the following property-specific programs mentioned in the Implementation Plan are as follows:

Retail Project (NWC Huntington Drive and Buena Vista) – Parcels 15 – 16

This property is also referred to as the Old Texaco Site. The goal is to develop the property with approximately 4,500 square feet of restaurant and retail space.

SEC of Huntington Drive and Mountain Avenue – Parcels 17 – 19
The area north of the Best Buy center, west of Mountain Vista Plaza (Target) shopping center, south of Huntington Drive and east of Mountain Avenue consists of a mix of commercial, industrial, single-family residential and multi-family residential. There are multiple ownerships and much of the area is blighted. The goal for the property is to extend the commercial developments to the south and east with additional retail and possibly residential opportunities.

Long-Term Planned Use / Disposition of Each Property

As required by Health & Safety Code Section 34191.5(c)(2), the LRPMP identifies that:

- None of the parcels are needed to be retained for purposes of fulfilling an enforceable obligation;
- Nine (9) of the properties (18 legal parcels) are dedicated for governmental use purposes;
- One (1) property (two legal parcels) is to be liquidated or held for approved redevelopment plan projects; and
- One (1) of the properties is to be held for approved redevelopment plan projects.

Properties to be Retained for Governmental Use
The following summarizes the properties to be retained for governmental use:

Property	Parcel #s	Recipient	Estimated Current Value	Sales Price to Recipient
North City Yard	1, 2, 3	City	$0	$0
Duarte Plaza Park	4	City	$0	$0
Hacienda Park	5, 6, 7	City	$0	$0
Duarte Senior Center	8	City	$0	$0
Un-Contiguous Landscaped Walkways	9, 10, 11, 12, 13, 14	City	$0	$0
Wal-Mart Fragment	20	City/Mountain Vista Plaza Partnership	$0	$0
Landscape Strip Adjacent to LA County Library	21	County	$0	$0
School District Administration Office	22	School District	$0	$0
Northview Athletic Field	23	School District	$0	$0

North City Yard
The three parcels are zoned as Public Facility and are improved with a 2,266 square foot office building and a parking lot. The cost to upgrade the building to be handicapped accessible is estimated at $200,000, which exceeds value of building. The parcels will transfer to the City at no cost, which is the same as the effective current value.

Duarte Plaza Park
This parcel is zoned as Open Space. The City is responsible for the maintaining the property. The parcel will be transferred to the City at no cost, which is the same as the effective current value. Parcel is located across the street from City Hall.

Hacienda Park
This City park has been in existence since 1978 and is zoned as Open Space. The City is responsible for maintaining the property. The parcel will be transferred to the City at no cost, which is the same as the effective current value.

Duarte Senior Center
Parcel 8 is the City's Senior Center. The property is zoned as Public Facility and the City is responsible for maintaining the property. The parcel will be transferred to the City at no cost, which is the same as the effective current value.

Un-Contiguous Landscaped Walkways
During a search of properties owned by the former Agency, the City discovered that four parcels remain in the name of the former Agency but should have been transferred to the appropriate party but was not due to administrative error.

These parcels are fragments throughout the Las Lomas Villas, a residential development. As a requirement for the development, the walkways were created and are now maintained by the City. While the neighborhood pays into a landscape maintenance district, the costs to maintain the parcels is usually higher than the assessments generated. The parcels will be transferred to the City at no cost, which is the same as the effective current value.

Wal-Mart Fragment
The former Redevelopment Agency and Mountain Vista Plaza Partnership entered into the agreement that led to the sale of property on which Wal-Mart was developed in 1995. That sale included this remnant parcel that inadvertently was not included due to an administrative error. The sale of the various parcels that comprised the property on which the shopping center was developed included this remnant parcel and was included in the sale price paid to the former Redevelopment Agency. As such, this remnant parcel, which effectively is owned and maintained by Mountain Vista Plaza Partnership, must be transferred by the City to the shopping center owner. The parcel will be transferred to the City and then Mountain Vista Plaza Partnership at no cost, which is the same as the effective current value.

Landscape Strip Adjacent to LA County Library
This remnant parcel is an easement for access to the adjacent LA County Library. As such, the property will be transferred to the County at no cost, which is the same as the effective current value.

Duarte Unified School District Administration Site
This parcel was inadvertently not transferred to the Duarte Unified School District by Assessor error. In fact the Assessor Map labels the parcel as school use. The parcel is a portion of Duarte School District Administration building and adjacent driveway. As a part of the LRPMP, the parcel will be transferred to the Duarte Unified School District at no cost, which is the same as the effective current value.

Northview Middle School Athletic Field
This parcel was inadvertently not transferred to the Duarte Unified School District by Assessor error. Again, the Assessor Map labels the parcel as school use. The parcel is a portion of the Northview School soccer field. As a part of the LRPMP, the parcel will be transferred to the Duarte Unified School District at no cost, which is the same as the effective current value.

Properties to be Sold
The following summarizes the properties to be sold:

Property	Parcel #s	Recipient	Estimated Current Value	Sales Price to Recipient
Old Texaco Site	15, 16	City/Future Developer	$414,222 - $536,052	Reuse Value to be determined

Old Texaco Site
The Successor Agency is currently in negotiations with an adjacent property owner, WRI Golden State, LLC, for the sale of the parcels as a commercial site with the existing concept plans included. This property has the potential to be included as a development piece tied to the comprehensive mixed-use project that is desired to the east on the Big Lots center property and adjacent properties. The proceeds from the sale at a reuse value to be determined by an appraisal will be distributed to the Taxing Entities.

If the sale to WRI Golden State, LLC does not occur, the property will be transferred to the City for future development in accordance with the Implementation Plan. The City will prepare a request for proposals for the property to be purchased at the reuse value. Finally, if the City is unable to find a buyer for the property that will comply with the existing concept plans, the City will separately market the two parcels. The proceeds from the sale of these parcels after the transfer to the City will be subject to a Compensation Agreement that the City will have entered into with the Taxing Entities prior to the transfer to the City.

Properties to be Retained for Future Development
The following summarizes the properties to be retained for future development:

Property	Parcel #s	Recipient	Estimated Current Value	Sales Price to Recipient
Near SEC Huntington & Mountain	17, 18, 19	City/Future Developer	$736,946 - $988,636	Reuse Value to be determined

Near SEC Huntington & Mountain
The parcels will be transferred to the City for future development in accordance with the Compensation Agreement that the City will enter into with the Taxing Entities. The property will be sold with a contingency that it be developed along with the 956 Huntington Drive property (the abutting single family home property in private ownership that is necessary). The property will be sold at a reuse value to be determined by an appraisal. The property may have value to the adjacent Mountain Vista Plaza shopping center ownership and that ownership would be contacted to determine interest. Each of these options is in keeping with the Implementation Plan.

Implementation Steps

The following summarizes the steps to transfer the properties as government use, or for future development.

Government Use
The Successor Agency, upon approval of this LRPMP, promptly will affect the transfer of the government use properties to the applicable public entity by grant deed or quitclaim deed.

For Sale
The Successor Agency, upon approval of this LRPMP, will conclude negotiations for the Old Texaco site with the adjacent property owner. If the negotiations are successful, the proceeds from the sale will be distributed to the Taxing Entities. However, if the negotiations are not successful, the Successor Agency will transfer the property to the City for future development in accordance with a Compensation Agreement with the Taxing Entities.

Properties to be Retained for Development – Guidelines for Future Development
The City will enter into a Compensation Agreement with the other taxing entities as is required under HSC Section 34180(f) to provide payments to them in proportion to their share of the base property tax for the value of the property retained. While this agreement has yet to be executed, the City intends to enter into one prior to the transfer of the property to the City.

Upon transfer pursuant to this LRPMP, the City will cause the properties to be developed in accordance with the following principals and guidelines:

1. Qualified Real Estate Developer. Each property will be disposed of to a qualified real estate developer (Developer) with the experience and financial capability to timely acquire and develop the property in accordance with an approved Disposition and Development Agreement (DDA) or other type of agreement. The Developer will be selected through an appropriate selection process involving solicitation of interested prospective developers through a request for qualifications (RFQ), Request for Proposals (RFP), qualified bid or similar selection process.
2. DDA or Other Type of Agreement. Each property will be disposed of and developed pursuant to an approved DDA. The purchase price or lease payments to be paid by the Developer of each property under the DDA will equal not less than either the fair market value of the property or the fair reuse value of the property at the use and with covenants and conditions and the development costs authorized pursuant to the DDA, as determined by formal action of the Successor Agency. Among other provisions, each DDA will require the Developer to:
    a. Meet specified pre-disposition conditions demonstrating its readiness and ability to commence construction;
    b. Develop the property in accordance with the General Plan and the specific land use entitlements granted by the City; and
    c. Commence and complete construction of the approved development within specified deadlines.
3. Legislative Body Approval. The Developer, the DDA and any substantial amendment to the DDA for each property will be subject to approval by the City Council at a public meeting duly noticed in accordance with the notices and procedures described in Health and Safety Code Section 33433(a).

While the timing of disposition and development of each property will depend on market conditions and interest of the private real estate development and financing community, it is currently anticipated that such disposition and development may occur generally in accordance with the following process:

OVERSIGHT BOARD RESOLUTION NO. OB-14-08

A RESOLUTION OF THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO THE DISSOLVED REDEVELOPMENT AGENCY OF THE CITY OF DUARTE APPROVING THE LONG RANGE PROPERTY MANAGEMENT PLAN (JUNE 2014 REVISION) PURSUANT TO HEALTH AND SAFETY CODE SECTION 34191.5

WHEREAS, as part of the 2011-12 State budget bill, the California Legislature enacted and the Governor signed, from the 2011-12 First Extraordinary Session, Assembly Bill X1 26 ("AB X1 26"), requiring that each redevelopment agency be dissolved; and

WHEREAS, on December 29, 2011, the California Supreme Court upheld the validity of AB X1 26 and modified certain of the dates pertaining to actions related to the dissolution of redevelopment agencies; and

WHEREAS, as of February 1, 2012, the Redevelopment Agency of the City of Duarte ("RDA") was dissolved pursuant to the provision of AB X1 26; and

WHEREAS, the City Council of the City of Duarte by operation of law and by action duly and regularly taken became the successor agency to the dissolved redevelopment agency ("Successor Agency"); and

WHEREAS, the State Legislature enacted and the Governor signed into law, effective June 27, 2012, Assembly Bill 1484 ("AB 1484"), which amended AB X1 26; and

WHEREAS, among its provisions, AB 1484 requires the Successor Agency to prepare for Oversight Board approval, and thereafter submission to the California Department of Finance for approval, a "long range property management plan" pursuant to Health and Safety Code Section 34191.5, which plan, among other required information, is to identify real properties owned by the former RDA and the proposed disposition of those properties; and

WHEREAS, pursuant to the requirements of Health and Safety Code Section 34191.5, the Successor Agency has prepared a Long Range Property Management Plan; and

WHEREAS, the Long Range Property Management Plan was presented for review and approval to the Board of the Successor Agency at its meeting of August 27, 2013, and at that meeting the Board of the Successor Agency approved the Long Range Property Management Plan as presented and recommended Oversight Board approval of same; and

WHEREAS, the Oversight Board to the Successor Agency has been appointed pursuant to Health and Safety Code Section 34179; and

WHEREAS, the Successor Agency has presented the Long Range Property Management Plan as described above to the Oversight Board for its approval pursuant to Health and Safety Code Section 34191.5;

WHEREAS, the Oversight Board reviewed and approved the Long Range Property Management Plan at its September 9, 2013 meeting and the document was submitted to the State for review and this revision is to address comments made in the process of that review;

NOW, THEREFORE, the Oversight Board resolves as follows:

Section 1. The foregoing Recitals are incorporated herein and made a part hereof.

Section 2. The Long Range Property Management Plan (June 2014 Revision), attached as Exhibit "A" to this Resolution, is hereby approved.

Section 3. The Oversight Board authorizes and directs the Successor Agency staff to (1) make any technical and clerical corrections or modifications to the Long Range Property Management approved pursuant to this Resolution as necessary to submit the Long Range Property Management Plan to the California Department of Finance no later than six months after the Successor Agency's receipt, pursuant to Health and Safety Code Section 34179.7, of a Finding of Completion from the Department of Finance; and (2) thereafter respond to any inquiries and make such other and further revisions to the Long Range Property Management Plan in response the Department of Finance's review, and ultimately obtain approval from the Department of Finance of the Long Range Property Management Plan.

PASSED, APPROVED, AND ADOPTED by the Oversight Board this 2nd day of June, 2014.

Chair John Fasana

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

I, Marla Akana, Secretary to the Oversight Board, hereby certify that the foregoing resolution was duly adopted at a regular meeting of the Oversight Board, held on the 2nd day of June, 2014, by the following vote:

AYES: Board Members: Bauler, Burnett, Cheng, Golding, Kirchner, Fasana

NOES: Board Members: None

ABSENT: Board Members: None

Marla Akana
Marla Akana
Secretary, Oversight Board

DUARTE SUCCESSOR AGENCY
LOS ANGELES COUNTY
LONG RANGE PROPERTY MANAGEMENT PLAN - PROPERTY INVENTORY DATA

No.	Property Type	Permissable Use	Permissable Use Detail	Acquisition Date	Value at Time of Purchase	Estimated Current Value	Value Basis	Date of Estimate	Proposed Sale Value	Proposed Sale Date	Purpose for which property was acquired	Address	APN #	Lot Size	Current Zoning	Estimate of Income/ Revenue	Contractual Requirements	Enviornmental History	TOD Potential	Advancement of planning objectives of the successor agency	History of previous development proposals and activity
1	**North City Yard**																				
1	Offices	G	Transfer to City	8/19/2005	$649,000	$0	Existing Use	9/30/2011	$0	ASAP	City Hall annex / Field Services Division	1101 Oak Avenue	8530-011-913 8530-011-914 8530-011-915	17,029	Comm / Ind	None	None	None	None	N/A	None
2	Offices																				
3	Offices																				
2	**Duarte Plaza Park**																				
4	Park	G	Transfer to City	1/23/2007	$632,828	$0	Existing Use	9/30/2011	$0	ASAP	City Park	1569 Huntington Drive	8530-017-906	8,371	Open Space	None	None	None	None	N/A	None
3	**Hacienda Park**																				
5	Park	G	Transfer to City	11/16/1978	$44,771	$0	Existing Use	9/30/2011	$0	ASAP	City Park	2695 Hacienda Drive	8610-001-900 8610-001-901 8604-009-910	24,674 20,598 36,130	Open Space	None	None	None	None	N/A	None
6	Park																				
7	Park																				
4	**Duarte Senior Center**																				
8	Sr. Center	G	Transfer to City	4/28/1988	$11,475	$0	Existing Use	9/30/2011	$0	ASAP	City Senior Center	1610 Huntington Drive	8530-022-909	20,863	Public Facility	None	None	None	None	None	None
5	**Non-Continguous Landscaped Walkways**																				
9	Landscaped Walkways in a Residential Community	G	Transfer to City	2/15/1978	$4,074	$0	Existing Use	4/22/2014	$0	ASAP	Landscape area	No Address	8604-007-953	2,000	R-3	None	None	None	None	None	Developed as part of residential project
10				2/15/1978									8604-007-954	2,340							
11				2/15/1978									8604-007-959	1,122							
12				2/15/1978									8604-007-964	2,980							
13				2/15/1978									8604-007-969	1,229							
14				5/17/1979									8604-021-939	1,226							
6	**Old Texaco Site**																				
15	Lot/Land	For Sale	Commercial Development	5/24/2004	$1,052,030	$414,222 - $536,052	Reuse Comps	4/22/2014	Reuse Value TBD	ASAP	Commercial Development	1263 Huntington Drive	8530-003-930 8530-003-931	24,366	G-C	None	None	None	None	Yes	No activity due to economy
16	Lot/Land																				
7	**Near SEC Huntington & Mountain**																				
17	Lot/Land	FD	Assembly for larger project	8/14/2001	$1,195,522	$768,946 - $988,636	Reuse Comps	4/22/2014	Reuse Value TBD	ASAP	Assembly for larger project	946 Huntington Drive 952 Huntington Drive 962 Huntington Drive	8530-013-902 8530-013-903 8530-013-904	44,938	G-C	None	None	None	None	Yes	None due to still assembling properties
18	Lot/Land			7/15/2008																	
19	Lot/Land			8/14/2001																	
8	**Wal-Mart Fragment**																				
20	Landscaping and parking	G	Transfer to City	1/23/1995	$124,881	$0	Undevelop-able land	4/22/2014	$0	ASAP	Landscaping and parking	No Address	8528-001-901	10,831	Mountain / Evergreen SP	None	None	None	None	N/A	Developed as part of Wal-Mart
9	**Landscape Strip Adjacent to LA County Library**																				
21	Parking lot	G	Transfer to County	11/14/1997	$1,872	$0	Undevelop-able land	4/22/2014	$0	ASAP	Parking lot	No Address	8530-016-916	3,403	Commercial Freeway	None	None	None	None	N/A	Developed as part of CarMax
10	**Duarte Unified School District Administration Offices**																				
22	Office	G	Transfer to Duarte Unified School District	2/29/1988	$26,833	$0	AV	4/22/2014	$0	ASAP	School District offices	1634 Huntington Drive	8530-022-906	48,787	Public Facility	None	None	None	None	N/A	Developed as part of school district offices
11	**Northview Middle School Athletic Field**																				
23	Athletic Field	G	Transfer to Duarte Unified School District	6/18/1990	$5,335	$0	AV	4/22/2014	$0	ASAP	Northview Middle School	1417 Highland Avenue	8530-023-906	9,700	Public Facility	None	None	None	None	N/A	Developed as part of Northview Middle School project

Prepared by: Keyser Marston Associates, Inc.
Filename: Duarte Inventory Matrix - 05.27.14; Sheet1; jlr

DEPARTMENT OF FINANCE

EDMUND G. BROWN JR. • GOVERNOR

915 L STREET ■ SACRAMENTO CA ■ 95814-3706 ■ WWW.DOF.CA.GOV

June 20, 2014

Ms. Kristen Petersen, Assistant City Manager
City of Duarte
1600 Huntington Drive
Duarte, CA 91010

Dear Ms. Petersen:

Subject: Long-Range Property Management Plan

Pursuant to Health and Safety Code (HSC) section 34191.5 (b), the City of Duarte (Agency) submitted a Long-Range Property Management Plan (LRPMP) to the California Department of Finance (Finance) on November 14, 2013. The Agency subsequently submitted a revised LRPMP to Finance on June 5, 2014. Finance has completed its review of the LRPMP, which may have included obtaining clarification for various items.

The Agency received a Finding of Completion on October 23, 2013. Further, based on our review and application of the law, we are approving the Agency's use or disposition of all the properties listed on the LRPMP.

In accordance with HSC section 34191.4, upon receiving a Finding of Completion from Finance and approval of a LRPMP, all real property and interests in real property shall be transferred to the Community Redevelopment Property Trust Fund of the Agency, unless that property is subject to the requirements of an existing enforceable obligation. Pursuant to HSC section 34191.3 the approved LRPMP shall govern, and supersede all other provisions relating to, the disposition and use of all the real property assets of the former redevelopment agency.

Agency actions taken pursuant to a Finance approved LRPMP which requires the Agency to enter into a new agreement are subject to oversight board (OB) approval per HSC section 34181 (f). Any OB action approving a new agreement in connection with the LRPMP should be submitted to Finance for approval.

Pursuant to HSC section 34167.5 and 34178.8, the California State Controller's Office (Controller) has the authority to claw back assets that were inappropriately transferred to the city, county, or any other public agency. Determinations outlined in this letter do not in any way eliminate the Controller's authority. Should the Controller claw back real property assets not contemplated in the existing approved LRPMP, the LRPMP must be revised to include these additional real assets. The revised LRPMP must be approved by the OB and Finance before the disposition of the clawed back assets can occur.

Please direct inquiries to Kylie Oltmann, Supervisor, or Brian Dunham, Lead Analyst at (916) 445-1546.

Sincerely,

Jennifer for

JUSTYN HOWARD
Assistant Program Budget Manager

cc: Mr. Dan Slater, City Attorney, City of Duarte
Ms. Kristina Burns, Manager, Department of Auditor-Controller, Los Angeles County
Ms. Elizabeth Gonzalez, Bureau Chief, Local Government Audit Bureau, California State Controller's Office
California State Controller's Office

A REPORT PREPARED PURSUANT TO

CALIFORNIA HEALTH AND SAFETY CODE SECTIONS

33433 REGARDING:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE TO AUTHORIZE A PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF DUARTE AND GENOA JRTH LLC., A CALIFORNIA LIMITED LIABILITY COMPANY, FOR THE SALE OF CERTAIN PROPERTY LOCATED AT 1263 HUNTINGTON DRIVE (ASSESSOR'S PARCEL NUMBERS 8530-009-930 AND 8530-009-931)

October 12, 2015

The report prepared pursuant to California Health and Safety Code Section 33433 is 182 pages long, and is available for viewing in its entirety at the Duarte City Hall, 1600 Huntington Drive, Duarte, in the City Clerk's Office.

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE AUTHORIZING THE EXECUTION OF A PURCHASE AND SALE AGREEMENT FOR THE SALE OF THE PROPERTY AT 1263 HUNTINGTON DRIVE (ASSESSORS PARCEL NUMBER 8530-003-930 AND 8530-003-931) TO THE CITY OF DUARTE, FOR THE CITY'S SALE FOR FULL FAIR MARKET VALUE AND SUBSEQUENT DISTRIBUTION OF NET SALES PROCEEDS TO AFFECTED TAXING ENTITIES, IN SUBSTANTIAL CONFORMANCE WITH THE SUCCESSOR AGENCY TO THE DISSOLVED REDEVELOPMENT AGENCY OF THE CITY OF DUARTE'S APPROVED LONG RANGE PROPERTY MANAGEMENT PLAN

The City Council (the "City Council") of the City of Duarte, California (the "City"), hereby finds, determines, declares, and resolves as follows:

WHEREAS, the Successor Agency to the Dissolved Redevelopment Agency of the City of Duarte ("Successor Agency") was duly created pursuant to Health and Safety Code Section 34173 and pursuant to Assembly Bill 1484 signed into law and effective June 27, 2012, the Successor Agency is a separate public entity; and

WHEREAS, the redevelopment dissolution law required that the Successor Agency create and obtain approval of a Long-Range Property Management Plan ("LRPMP") to address the disposition of all Successor Agency-owned properties; and

WHEREAS, The LRPMP was approved by the Successor Agency on August 27, 2013, by the Oversight Board on June 2, 2014, and by the Department of Finance on June 20, 2014; and

WHEREAS, one of the Successor Agency-owned properties identified in the LRPMP consists of two parcels located at 1263 Huntington Drive and designated as Assessor's Parcel Number 8530-003-930 and 8530-003-931 (the "Starbucks Site."); and

WHEREAS, the LRPMP indicates that the estimated value of the Starbucks Site at the time the LRPMP was approved was between $414,222 and $536,052; and

WHEREAS, The LRPMP indicates that the first choice for disposition of the Starbucks Site was the sale to WRI Golden State, LLC, with the distribution of sale proceeds to the affected taxing entities; and

WHEREAS, a sale to WRI Golden State, LLC could not be negotiated; and

WHEREAS, The LRPMP indicates the second priority for the disposition of the Starbucks Site is the transfer to the City for future development in accordance with the Implementation Plan (included in the LRPMP), with the proceeds from the sale after the transfer

to the City subject to a Compensation Agreement that the City will have entered into with the Taxing Entities prior to the transfer to the City; and

WHEREAS, the Successor Agency and the Oversight Board to the Successor Agency ("Oversight Board") have approved resolutions that augment the LRPMP property disposition process, such that a Compensation Agreement is no longer required, so long as the property is sold for full fair market value and the net proceeds of that sale are distributed to affected taxing entities.

WHEREAS, the California Department of Finance was provided an opportunity to review the resolution adopted by the Oversight Board, but elected not to conduct such review.

WHEREAS, an appraisal has identified the current full fair market value of the Starbucks Site as $585,000; and

WHEREAS, the City has negotiated with a developer for the sale of the Starbucks Site for its full fair market value; and

WHEREAS, upon the completion of the sale of the Starbucks Site, the City will forward the net sales proceeds for distribution to the affected taxing entities in proportion to their respective shares of taxes derived from the Starbucks Site; and

WHEREAS, the LRPMP required that the City comply with Health and Safety Code section 33433(a) prior to authorizing the sale of the Starbucks Site; and

WHEREAS, pursuant to Health and Safety Code section 33433, the City has prepared, and the City Council has reviewed and considered, a Summary Report setting forth: (1) the cost of the Agreement to the City; (2) the estimated value of the interest in the Starbucks Site to be conveyed; (3) an explanation of how the conveyance of the Starbucks Site will assist in the elimination of blight; and (4) a copy of the Purchase and Sale Agreement. The City has made the Summary Report available for public inspection in accordance with Health and Safety Code section 33433; and

WHEREAS, proper public notice of the public hearing for this matter has been provided in accordance with the requirements of Health and Safety Code section 33433; and.

WHEREAS, pursuant to the California Environmental Quality Act, Public Resources Code Sections 21000 et seq. ("CEQA"), and the State's CEQA Guidelines (Title 14 California Code of Regulations Sections 15000, et. seq.), the City is the lead Agency concerning the Project and will file a Notice of Exemption for the project.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. The foregoing recitals are true and correct.

Section 2. The City approves and authorizes the execution of the Purchase and Sale Agreement for the Starbucks Site in substantially the form attached as Exhibit A hereto.

Section 3. Following the completion of the sale, the net proceeds of the sale of the Starbucks Site shall be distributed to appropriate authorities for further distribution to affected taxing entities.

Section 4. The Successor Agency approves, and requests that the Oversight Board approve, a modification to the LRPMP disposition process for the Starbucks Site, such that a compensation agreement with the affected taxing entities shall not be required.

Section 5. The Successor Agency authorizes, and requests that the Oversight Board authorize, the City to proceed with the sale of the Starbucks Parcel for its full fair market value without further action or approval of the Successor Agency or the Oversight Board.

Section 6. The Secretary of the Successor Agency shall certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 27th day of October, 2015.

_____
Mayor Tzeitel Paras-Caracci

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

I, Marla Akana, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. 15-22 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 27th day of October, 2015, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

_____
City Clerk Marla Akana
City of Duarte, California

AGENDA
DUARTE PUBLIC FINANCING AUTHORITY
REGULAR MEETING – TUESDAY, OCTOBER 27, 2015
7:00 P.M. COUNCIL CHAMBERS
1600 Huntington Drive, Duarte, California

1. CALL TO ORDER AND NOTATION OF ANY ABSENCES
2. ADOPTION OF AGENDA
3. APPROVAL OF MINUTES – Meeting of October 28, 2014
4. ORAL COMMUNICATIONS – ITEMS NOT ON THE AGENDA
   Anyone wishing to speak on an issue that is not on the Agenda, but that is within the subject matter jurisdiction of the Authority may do so at this time. The opportunity to speak is on a first-come first-served basis. Each person may speak once for no more than 3 minutes and there is a maximum of 30 minutes for all Oral Communications. Under the Brown Act, members of the Authority Board and staff can respond only with a brief reply to issues raised in Oral Communications, and no action on such matters may take place at this meeting.
5. ITEMS FROM BOARD MEMBERS
6. ADJOURNMENT

ADDRESSING THE FINANCING AUTHORITY:

If you wish to address the Financing Authority on any item on the Agenda, you should fill out a Speaker Card indicating which item or items on the Agenda you wish to speak about, and hand the card to the City Clerk. You will be called to the Podium when that item is heard by the Authority. If you wish to address the Authority on any item that is not on the Agenda, but that is within the subject matter jurisdiction of the Authority, you may do so under the "Oral Communications" portion of the Agenda. At the podium, before starting your remarks, please state your name and city of residence for the record.

In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, you should contact the City Manager's office at (626) 357-7931. Notification no later than 1:00 p.m. on the day preceding the meeting will enable the City to make reasonable arrangements to assist your accessibility to this meeting.

The Duarte Public Financing Authority was created in 1988 through a joint powers agreement between the Duarte Redevelopment Agency of the City of Duarte and the City of Duarte. Authorization for the Authority was created by the State through the Marks-Roos Bond Act of 1985. The Successor Agency to the Dissolved Redevelopment Agency of the City of Duarte, a separate public entity, succeeded to the position of the Redevelopment Agency upon dissolution of the Redevelopment Agency on February 1, 2012. The Authority has the ability to purchase and remarket bonds and/or notes sold by the Agency and the City, thereby facilitating public improvements by helping secure lower rates of interest and otherwise reducing financing costs. Members of the Duarte City Council serve as the Authority's Board. The Authority is required to hold a minimum of one meeting each year on the 4th Tuesday of October.

Note: Any documents distributed by the Financing Authority to a majority of the Board less than 72 hours prior to the Authority meeting will be made available for public inspection at City Hall, 1600 Huntington Drive, Duarte, CA 91010, during normal business hours, except such documents that relate to closed session items or which are otherwise exempt from disclosure under applicable law.

MINUTES

DUARTE PUBLIC FINANCING AUTHORITY
REGULAR MEETING – OCTOBER 28, 2014

CALL TO ORDER	The Duarte Public Financing Authority met in a regular meeting in the Council Chambers, 1600 Huntington Drive, Duarte, California. Chairperson Reilly called the meeting to order at 9:40 p.m.
RECORDATION OF ATTENDANCE	The following were in attendance: PRESENT: Fasana, Kang, Paras-Caracci, Reilly ABSENT: Finlay ADMINISTRATIVE STAFF PRESENT: Executive Director/Secretary George, Authority Attorney Melching
ADOPTION OF AGENDA	Fasana moved, Paras-Caracci seconded to adopt the Agenda, and carried with Finlay absent.
APPROVAL OF MINUTES October 22, 2013	Paras-Caracci moved, Fasana seconded to approve the Minutes of October 22, 2013, and carried with Finlay absent.
ADJOURNMENT	Paras-Caracci moved, Kang seconded to adjourn the meeting at 9:42 p.m., and carried with Finlay absent.

_____
Chairperson

ATTEST:

_____
Secretary