

Recording Requested By  
And When Recorded Return to:

EXEMPT FROM RECORDER'S FEES  
Pursuant to Government Code § 6103

DEVELOPMENT AGREEMENT  
BY AND AMONG  
THE CITY OF ALHAMBRA, ELITE-TRC ALHAMBRA COMMUNITY LLC, ELITE-  
TRC NORTH PARCEL LLC, AND THE CORNER COMPANY, LLC

ORDINANCE # [\_\_\_\_\_], EFFECTIVE [\_\_\_\_\_], 2021

THIS AGREEMENT SHALL BE RECORDED WITHIN TEN DAYS  
OF EXECUTION BY ALL PARTIES HERETO PURSUANT TO  
THE REQUIREMENTS OF GOVERNMENT CODE 65868.5

## DEVELOPMENT AGREEMENT

This Development Agreement (the “Agreement”) is made and entered into by and among the CITY OF ALHAMBRA, a municipal corporation (referred to hereinafter as “City”), ELITE-TRC ALHAMBRA COMMUNITY LLC, a Delaware limited liability company, ELITE-TRC NORTH PARCEL LLC, a Delaware limited liability company (referred to collectively hereinafter as “Alhambra Community Owner”), and THE CORNER COMPANY, LLC, a California limited liability company (referred to hereinafter as “Corner Company Owner”, and together with the Alhambra Community Owner, individually or collectively, as the context may require, “Developer”). City and Developer are referred to hereinafter individually as “Party” and collectively as “Parties.” In consideration of the mutual covenants and agreements contained in this Agreement, City and Developer agree as follows:

1. Recitals. This Agreement is made with respect to the following facts and for the following purposes, each of which is acknowledged as true and correct by the Parties:

1.1 Pursuant to Government Code section 65864 *et seq.* and Alhambra Municipal Code § 23.71, City is authorized to enter into a binding contractual agreement with any person having a legal or equitable interest in real property for the development of such property, to establish certainty in the development process.

1.2 Alhambra Community Owner is owner in fee simple of certain real property in the City of Alhambra, consisting of approximately 36.89 acres bounded by Orange Street to the north, Date Avenue to the east, Mission Road to the south, and Fremont Avenue to the west, as more specifically described by the legal description set forth in Exhibit “1-A” and as depicted in the Existing Site Plan set forth in Exhibit “1-C,” which exhibits are attached hereto and incorporated herein by this reference (the “Alhambra Community Property”).

1.3 Corner Company Owner is owner in fee simple of certain real property in the City of Alhambra, consisting of approximately 2.04 acres, bounded by the Alhambra Community Property to the north and the west, Date Avenue to the east and Mission Road to the south, as more specifically described by the legal description set forth in Exhibit “1-B” and as depicted in the Existing Site Plan set forth in Exhibit “1-C,” which exhibits are attached hereto and incorporated herein by this reference (the “Corner Company Property”).

1.4 This Agreement shall apply to the certain real property identified as lots 2-10 on the attached vesting tract map, No. 74194 as set forth in Exhibit “2” (the “Development Agreement Property”).

1.5 Developer has prepared a preliminary master plan for further development of the Development Agreement Property (the “Master Plan”) a copy of which is attached hereto as Exhibit “3” and incorporated herein by reference.

1.6 An Environmental Impact Report (“Environmental Impact Report”), Planned Development Permit RP-17-7 (“Planned Development Permit”), Conditional Use Permit CU-17-9 (“Conditional Use Permit”), Vesting Tentative Tract Map TT-74194 (“Vesting Tentative Tract Map”), Reduction of Requirements for Parking, and Design Review (“Design Review”) have been issued for the Development Agreement Property. Development of the Development Agreement Property, as contemplated in this Agreement, shall be consistent with the Master Plan, the Planned Development Permit, Conditional Use Permit, Vesting Tentative Tract Map, Reduction of Requirements for Parking, and Design Review, and conditions associated therewith. Collectively, the Environmental Impact Report, Planned Development Permit, Conditional Use Permit, Vesting Tentative Tract Map, Reduction of Requirements for Parking, and Design Review shall be referred to herein as the “Prior Approvals.”

1.7 By this Agreement, City desires to obtain the binding agreement of Developer to develop the Development Agreement Property in accordance with the Prior Approvals and this Agreement. In consideration thereof, City agrees to limit the future exercise of certain of its governmental and proprietary powers to the extent specified in this Agreement. The Parties acknowledge that development of the Development Agreement Property and the order in which proposed improvements are built are dependent on the availability of adequate funding, market conditions and the subjective judgment of Developer. Developer will engage in a good faith effort to raise adequate funds for said development. However, Developer is not obligated to build any improvements or any phase or portion thereof if adequate funding is not available or if market conditions are not satisfactory to Developer in its discretion.

1.8 By this Agreement, Developer desires to obtain the binding agreement of City to permit the development of the Development Agreement Property in accordance with the Prior Approvals and this Agreement. In consideration thereof, Developer agrees to waive its rights to legally challenge the limitations and exactions imposed upon the development of the Development Agreement Property pursuant to the Prior Approvals and this Agreement and to provide any public benefits and improvements specified in this Agreement.

1.9 City and Developer acknowledge and agree that the consideration that is to be exchanged pursuant to this Agreement is fair, just and reasonable and that this Agreement is consistent with the General Plan of City.

1.10 On [\_\_\_\_\_], 2021, the City Council of City ("City Council") commenced a duly noticed public hearing on this Agreement, and at the conclusion of the hearing approved this Agreement by Ordinance No. [\_\_\_\_\_] ("the Enabling Ordinance").

2. Property Subject To This Agreement. All of the Development Agreement Property shall be subject to this Agreement. The contemplated development of the Alhambra Community Property and the Corner Company Property in accordance with this Agreement and the Prior Approvals may be referred to hereinafter as the “Alhambra Community Project” and the “Corner Company Project”, respectively, and collectively, as the

“Project”. The Development Agreement Property shall be deemed “Complete” or “Completed” (as such terms are used herein) when the Property has been fully developed in accordance with the Prior Approvals and this Agreement and when a temporary certificate of occupancy has been issued with respect to the improvements on the Property. In addition, any lot within the Development Agreement Property shall be deemed “Complete” or “Completed” when such lot within the Development Agreement Property has been fully developed in accordance with the Prior Approvals and this Agreement and when a temporary certificate of occupancy has been issued with respect to the improvements on such lot.

3. Binding Effect; Assignment. Subject to the terms of this Agreement, including, without limitation Section 19 below, the burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, each Party and each successive successor in interest thereto and constitute covenants that run with the Property. Whenever the terms "City" and "Developer" are used herein, such terms shall include every successive successor in interest thereto, except that the term "Developer" shall not include the purchaser or transferee of any lot within the Project that has been fully developed in accordance with the Prior Approvals and this Agreement. Notwithstanding the above, Developer shall not transfer the Development Agreement Property or any portion thereof without City approval of such transfer, which approval shall not be unreasonably withheld. Any transfer without City approval (to the extent the same is required hereunder) shall automatically terminate this Agreement. Notwithstanding the above, no City approval shall be required for (1) any transfer of all or any portion of the Development Agreement Property to (i) entities affiliated with, or controlled by or under common control of, either Developer or any of its partners, members or principals or (ii) entities that have total assets (in name or under management) in excess of \$75,000,000 and are engaged in the business of residential real estate development, (2) any transfer of a lot within the Project that has been Completed, or (3) any transfers of a condominium unit within a condominium portion of the Project which has been Completed. Notwithstanding the foregoing or anything to the contrary herein, Developer shall have the absolute and unconditional right, at any time and from time to time, without the consent of City, to execute and deliver any deed of trust or mortgage of record in favor of a Financier (as defined below), and the exercise of any remedies under such deed of trust or mortgage of record by a Financier (including, without limitation, foreclosure or deed or other transfer in lieu of foreclosure) shall not be subject to City's consent. City shall, within thirty (30) days after the written request of Developer or any proposed transferee, acknowledge in writing that a proposed transfer of this Agreement by Developer is approved or disapproved by City (and if disapproved, City shall provide a reasonable explanation as to the basis for such disapproval). If City fails to provide its approval or disapproval within such thirty (30) day period, then Developer may submit a second request to City of such transferee clearly stating that it is the second and final request, and if City fails to respond to said second request within a ten (10) day timeframe, such request shall be deemed approved by City. With regard to any transfer authorized hereunder:

3.1 Constructive Notice and Acceptance. Every person who acquires any right, title or interest in or to any portion of the Development Agreement Property in which Developer has a legal interest and which is not Completed is, and shall be, conclusively

deemed to have consented and agreed to be bound by this Agreement, whether or not any reference to this Agreement is contained in the instrument by which such person acquired such right, title or interest.

3.2 Release Upon Transfer. Upon the sale or transfer of Developer's interest in or to any portion of the Development Agreement Property, except as otherwise provided herein, and in addition to the rights granted to Developer under Section 19 hereof, Developer shall be released from its obligations subsequent to the effective date of the sale or transfer, provided that Developer (i) was not in breach of this Agreement at the time of the sale or transfer, (ii) such sale or transfer is authorized/approved per section 3, and (iii) prior to or concurrently with the sale or transfer, delivers to City a written assumption agreement, duly executed by the purchaser or transferee and notarized by a notary public, whereby the purchaser or transferee expressly assumes the obligations of Developer under this Agreement. In the event of a sale or transfer of a part of the Development Agreement Property prior to Completion, such assumption agreement shall also identify those infrastructure and maintenance obligations associated with the part transferred and those associated with the part not transferred. Such apportionment of infrastructure and maintenance obligations shall be reviewed and approved by the City, and such approval shall be granted upon a reasonable apportionment of infrastructure and maintenance obligations, recognizing Developer flexibility in designing and implementing project components. For an authorized/approved sale or transfer under section 3, failure to provide a written assumption agreement hereunder shall not bind or otherwise impose liability on Developer subsequent to the transfer of its interest in or to any portion of the Development Agreement Property, and shall not negate, modify or otherwise affect the liability of the purchaser or transferee pursuant to this Agreement, who shall step into the obligations of the Developer.

4. Development of the Development Agreement Property. The following provisions shall govern the development and use of the Development Agreement Property.

4.1 Permitted Uses. The permitted and conditionally permitted uses of the Development Agreement Property shall be limited to those that are authorized by City zoning code, Prior Approvals and as otherwise set forth in this Agreement, including, but not limited to, a mixed use development and/or multi-family residential apartment and/or condominium units with up to 790 total units, along with retail, office, recreation, relaxation facilities, and an ancillary parking garage.

4.2 Development Standards. All design and development standards, including but not limited to density or intensity of use and maximum height and size of buildings, that shall be applicable to the Development Agreement Property are set forth in the Prior Approvals and this Agreement.

4.3 Building Standards. Each instance of permitted construction activity on the Development Agreement Property shall adhere to any federal or state building requirements, municipal building codes and/or regulations (collectively "the Building Codes") in effect at the time of the earlier of the plan check approval or permit approval for each said instance of construction activity. Nothing in this Agreement shall alter or

affect the permit status of any building, or portion thereof, or any improvement for which a certificate of occupancy or building permit has been previously issued, which is not the subject of any demolition or construction activity pursuant to this Agreement.

4.4 Reservations and Dedications. All reservations and dedications of land for public purposes, if any, that are applicable to the Development Agreement Property are set forth in the Prior Approvals and this Agreement.

5. Vesting of Development Rights.

5.1 Timing of Development. In Pardee Construction Co. v. City of Camarillo, 37 Cal.3d 465 (1984), the California Supreme Court held that the failure of the parties therein to provide for the timing or rate of development resulted in a later-adopted initiative restricting the rate of development to prevail against the parties' agreement. City and Developer intend to avoid the result in Pardee by acknowledging and providing that Developer shall have the right, without obligation, except as otherwise specifically set forth herein, to develop improvements set forth in the Master Plan in such order and at such rate and times as Developer deems appropriate within the exercise of its subjective business judgment.

In furtherance of the Parties' intent, as set forth in this Section, no future amendment of any existing City ordinance or resolution, or future adoption of any ordinance, resolution or other action, that purports to limit the rate or timing of development over time or alter the sequencing of development phases, whether adopted or imposed by City Council or through the initiative or referendum process, shall apply to the Development Agreement Property or the Project. This Agreement will bind City to the terms and obligations specified in this Agreement and will limit, to the degree specified in this Agreement and under state law, the future exercise of City's ability to regulate development of the Project. However, nothing in this Section shall be construed to limit City's right to ensure that Developer timely provides all infrastructure required by the Prior Approvals and this Agreement, if any.

5.2 Issuance of Subsequent Approvals. Applications for land use approvals, entitlements and permits, lot line adjustments, preliminary and final planned development permits, use permits, design review approvals (e.g. site plans, architectural plans and landscaping plans), encroachment permits, and sewer and water connections that are necessary to or desirable for the development of the Project (collectively "the Subsequent Approvals"; individually "a Subsequent Approval") shall be consistent with the Prior Approvals and this Agreement, except as to where compliance with Prior Approvals and/or this Agreement would violate state and/or federal law in existence at the time of the application for a Subsequent Approval. For purposes of this Agreement, Subsequent Approvals do not include building permits. Building permits shall be issued pursuant to the provisions of Section 4.3, *supra*.

Subsequent Approvals shall be governed by the Prior Approvals and by the applicable provisions of the Alhambra General Plan, the Alhambra Municipal Code and other City ordinances, resolutions, rules, regulations, policies, standards and requirements

as most recently adopted or approved by City Council or through the initiative or referendum process and in effect at the time that the application for the Subsequent Approval is deemed complete by City (collectively "City Laws"), except City Laws that:

- (a) change any permitted or conditional permitted uses of the Development Agreement Property from what is allowed by the Prior Approvals;
- (b) limit or reduce the density or intensity of the Project, or any part thereof, or otherwise require any reduction in the square footage or number or location of proposed buildings or other improvements from what is allowed by the Prior Approvals;
- (c) limit or control the rate, timing, phasing or sequencing of the approval, development or construction of all or any part of the Project in any manner, provided that all infrastructure required by any initiated phase of the Master Plan, to serve the portion of the Development Agreement Property covered by the Subsequent Approval, is in place or is scheduled to be in place prior to completion of construction;
- (d) are not uniformly applied on a City-wide basis to all substantially similar types of development projects or to all properties with similar land use designations;
- (e) modify the land use from what is permitted by the General Plan Land Use Element at the operative date of this Agreement or that prohibits or restricts the establishment or expansion of urban services to the Project; and/or
- (f) seek to impose building standards contrary to those set forth in Section 4.3.

Developer retains the rights to legally challenge the Subsequent Approvals to the extent they are not consistent with the provisions of Section 5.2. Prior to commencing any court action, any decision made by the Community Development Director shall be appealed to City's Planning Commission and any decision made by City's Planning Commission shall be appealed to City Council.

5.3 Term of Prior Approvals. Notwithstanding any construction, financing or planning that Developer may undertake pursuant to the Prior Approvals or this Agreement, the term of the approved Prior Approvals, or any portion thereof, shall expire at midnight on \_\_\_\_\_, 2041 (as the same may be extended in accordance with the terms of this Agreement, including, without limitation, Sections 5.7, 5.8 and 10(a) through 10(i) herein) or upon the expiration or earlier termination of this Agreement, whichever occurs first, for any improvement for which Developer has not obtained a building permit. If and to the extent that Developer has not obtained a building permit for any improvements contemplated by the Prior Approvals at the time of expiration set forth herein, such Prior Approvals for such improvements and Developer's right to develop such improvements under this Agreement shall expire. Post-expiration, Developer shall be required to submit any remaining development on the Property to City for review as though the remaining development were a completely new project.

5.4 Term of Subsequent Approvals. The term of any Subsequent Approval involving a limited duration of time shall be two years or as later may be specified in the Subsequent Approval; provided that the term may be extended by the decision maker for two (2) additional one (1) year periods upon application of Developer holding the Subsequent Approval filed with City's Department of Community Development prior to the expiration of that Subsequent Approval. Each such Subsequent Approval shall be deemed inaugurated, and no extension shall be necessary, if a building permit was issued and Developer broke ground within six months of said issuance, any required foundation for that phase received final inspection by City's Building Inspector within nine months of breaking ground, and Developer began construction of the non-foundational improvements within six months of the foundation final inspection, or prior to the expiration of that Subsequent Approval, whichever comes first.

It is understood by City and Developer that certain Subsequent Approvals may not remain valid for the term of this Agreement. Accordingly, throughout the term of this Agreement, Developer shall have the right, at its election, to apply for a new permit to replace a permit that has expired or is about to expire.

5.5 Modification of Approvals. Throughout the term of this Agreement, Developer shall have the right, at its election and without risk to any right that is vested in it pursuant to this Section, to apply to the Director of Community Development of City (the "Director") for (a) minor modifications to the Prior Approvals and Subsequent Approvals, or (b) a city approval required under Section 3. Minor modifications to the Prior Approvals and Subsequent Approvals shall include any changes that are consistent with the overall intent of the Prior Approvals and which do not materially alter the overall nature, scope, or design of the Project, including, without limitation, minor changes in locations of building, streets, or infrastructure; configuration and size of parcels or lots, or phasing of development or phasing of infrastructure or other exactions, provided such minor phasing changes do not conflict with the Project's air quality analysis as set forth in the Project's environmental impact report. Minor modifications shall additionally include those items designated as "minor" under Section 2.27.110 of the Alhambra Municipal Code and any regulations promulgated pursuant thereto, any modification that incorporates any higher safety standard adopted by changes to the Building Codes after any permit issuance, and/or any modification of the order or timing of any infrastructure improvement(s). In effecting these modifications, the City shall fully cooperate with the Developer, subject to the Subdivision Map Act, provided that the aggregate total density and intensity of the Project are not increased, and the permitted uses are not modified from those in the Prior Approvals. The approval or conditional approval of any such minor modification shall not be deemed an amendment to this Agreement under Government Code Section 65868 and unless otherwise required by law shall not require the approval of any other person other than the Director, provided that, in addition to any other findings that may be required in order to approve or conditionally approve the modification, a finding is made that the modification is consistent with this Agreement. The following matters shall not be considered minor modifications, but shall be considered substantive amendments which shall be reviewed by the Planning Commission and shall require City Council approval:



- (1) Addition of permitted uses not substantially similar to those identified in the Prior Approvals, unless such uses are otherwise permitted by right under the applicable provisions of the zoning code;
- (2) Increase by more than ten percent (10%) in the maximum height in permitted buildings;
- (3) Any amendment or change requiring a subsequent or supplemental environmental impact report pursuant to CEQA or that would modify or waive an environmental mitigation measure;

5.6 Issuance of Building Permits. No building permit, final inspection or certificate of occupancy will be unreasonably withheld from Developer if all infrastructure required to serve the portion of the Development Agreement Property covered by the building permit is in place or is scheduled to be in place prior to completion of construction and all of the other relevant provisions of the Prior Approvals, Subsequent Approvals and this Agreement have been satisfied. In no event shall building permits be allocated on any annual numerical basis or on any arbitrary allocation basis.

5.7 Moratorium on Development. Nothing in this Agreement shall prevent City, whether by City Council or through the initiative or referendum process, from adopting or imposing a moratorium on the processing and issuance of Subsequent Approvals and building permits and on the finalizing of building permits by means of a final inspection or certificate of occupancy, provided that the moratorium is adopted or imposed (i) on a City-wide basis to all substantially similar types of development projects and/or properties with similar land use designations and (ii) as a result of a utility shortage or a reasonably foreseeable utility shortage, including without limitation a shortage of water, sewer treatment capacity, electricity or natural gas. The term of this Agreement and the Prior Approvals shall be extended by the duration of any such moratorium (e.g., the term shall be extended by twelve months, in the event of a twelve month moratorium).

5.8 Delays Due to Litigation. The term of this Agreement and the Prior Approvals shall be extended by the duration of any restriction placed on City or Developer by litigation brought by a third party attacking the validity of this Agreement, a Prior Approval, a Subsequent Approval or any other action necessary for development of the Project, provided such litigation is not initiated as a means to extend the rights under this Agreement. Notice of the commencement of litigation shall be provided to the other party to this Agreement within sixty (60) days of service of any summons or complaint on City or Developer.

5.9 Interim Development. Developer may seek to make interim improvements to any portion of the Development Agreement Property that is subject to the Master Plan, but is part of a phase that has yet to be constructed (hereinafter "Interim Improvements"). Said Interim Improvements shall be subject to all applicable City requirements, fees or conditions for such Interim Development at the time Developer files an application for development or an application for a building permit for the same. The construction of any such Interim Improvement shall not relieve Developer of its obligation to ultimately comply with the Master Plan or its obligations under this Agreement.

6. Developer Agreements.

6.1 Developer shall develop the Property consistent with (i) this Agreement, (ii) the Prior Approvals, (iii) the onsite and offsite improvements to be made to the Property, and (iv) all Subsequent Approvals for which it was the applicant or a successor in interest to the applicant. The parties acknowledged that that Project phases may be constructed in any order. The parties further acknowledge that development of the Property and the order in which proposed improvements are built are dependent on the availability of adequate funding, market conditions and the subjective judgment of Developer. Developer will engage in a good faith effort to raise adequate funds. However, Developer is not obligated to build any improvements or any phase or portion thereof if adequate funding is not available or if market conditions are not satisfactory to Developer in its sole discretion; provided, however, that for any phase or portion thereof constructed, Developer shall be required to comply with any requirements imposed by City and accepted by Developer during the Building plan check process, as well as any associated infrastructure improvements required by this Agreement, the Prior Approvals and any Subsequent Approvals, as further detailed in sections 6.3(b) and 6.7.

6.2 In connection with development of the Property, Developer agrees to pay any and all applicable City development and processing fees at the rate and amount in effect at the time the fee is required to be paid. Developer further agrees that unless specifically exempted by this Agreement, it is subject to all fees imposed by City at the operative date of this Agreement and such future fees imposed as determined by City in its sole discretion so long as said fee is imposed on similarly situated properties.

6.3 Inclusionary Housing.

(a) Prior to the issuance of a certificate of occupancy for any rental dwelling unit on the Development Agreement Property, the Developer shall execute and record a rental covenant agreement running with the land with a term of Fifty-Five (55) years. The rental covenant agreement is attached as Exhibit [ ]. The covenant shall bind the Developer to reserve, among the constructed rental units in the South and Corner Plan areas (Lots 8 -10 of the Development Vesting Tentative Tract Map), either: (i) 9 percent of rental units for Low-Income tenants and 6 percent of rental units for Moderate-Income tenants, or (ii) 6 percent of rental units for Low-Income tenants, 9 percent of rental units for Moderate-Income tenants, and a \$1,000,000 Community Benefit Payment. In the event the number of affordable units is not a whole number, the number of units shall be rounded up if the unit calculation is 0.5 or greater and rounded down if the unit calculation is less than 0.5.

(b) Developer shall be obligated to construct and designate affordable units at the required percentages upon Project completion regardless of whether the Developer constructs the maximum number of 790 total Project units. To ensure affordable units are constructed and designated as the Project is developed, for every 225 units constructed for which certificates of occupancy are requested, the Developer shall substantiate designation of affordable units in a percentage within 5 percent of the required affordable units based upon the number of units constructed, to provide flexibility given varying building sizes and unit distribution as the Project develops.

(c) If Developer avails itself of the 5 percent flexibility provided for in section 6.1(b), in the event that Project rental product construction ceases for at least nine months, Developer shall provide the number of required affordable units based upon total units constructed to date, either by designating vacant units as affordable units or if a sufficient number of vacant units are not available, designating units as affordable as they become available.

(d) In the event that the City chooses the inclusionary housing option as stated in section 6.3(a)(ii), the \$1,000,000 Community Benefit Payment shall be paid as follows: one third (\$333,333.33) due upon the request for certificates of occupancy for the first 225 units constructed in South and Corner Plan areas (Lots 8 -10 of the Development Vesting Tentative Tract Map), one third (\$333,333.33) due upon the request for certificates of occupancy for the next 225 units constructed in South and Corner Plan areas, and one third (\$333,333.34) due upon the request for certificates of occupancy for the final 340 units. Should the Developer not construct all of the final 340 units, the final payment shall be prorated based upon the number of final 340 units constructed.

(e) For purposes of this Agreement the term Moderate Income shall be defined as housing for families earning up to 120 percent (120%) of the area median income, defined as the median income in the Los Angeles County as determined annually by the United States Department of Housing and Urban Development (HUD), or any successor agency, adjusted for household size. Low-Income shall be defined as housing for families earning up to 80 percent (80%) of the area median income.

(f) The City acknowledges and agrees that Developer may develop the Master Plan in phases, and that inclusionary housing may be constructed in any phase, at the discretion of the Developer, subject to the requirements of section 6.3(b). Furthermore, the inclusionary housing units cannot be located in a building with only inclusionary units and cannot have a separate entrance from the market rate units.

6.4 Vapor Mitigation. The Development shall be subject to any and all requirements and limitations imposed by the applicable No Further Action Letter and Deed Restriction concerning the Property, and any subsequent changes thereto imposed by the Los Angeles Regional Water Quality Control Board.

6.5 Corner Plan Area Hazardous Substances Indemnification.

(a) The term "Hazardous Substance" as used in this Agreement shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on Lot 8 of the Development Agreement Property is either (i) regulated or monitored by any governmental authority, or (ii) a basis for potential liability of City to any governmental agency or third party under any applicable statute or common law theory.

(b) If Developer knows or has reasonable cause to believe that a Hazardous Substance has come to be located in, on, or about the Lot 8 of the Development

Agreement Property, other than as previously disclosed and known by City (including but not limited to the underground groundwater COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT, COMMONLY REFERRED TO AS SAN GABRIEL AREA 3 SUPERFUND SITE), Developer shall immediately give written notice of such fact to City, and provide City with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substances.

(c) Developer shall indemnify, defend and hold City, its agents, and employees, harmless from and against any and all damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto or present, now or in the future, on Lot 8 of the Development Agreement Property (provided, however, that Developer shall have no liability under this Agreement with respect to underground migration of any Hazardous Substance under Lot 8 of the Development Agreement Property from adjacent properties not caused by Developer). Developer's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by City, and the cost of investigation, removal, remediation, restoration and/or abatement.

#### 6.6 Traffic Assessment and Management.

(a) One year after completion and occupancy of Phase 1 and again one year after the issuance of the final Certificate of Occupancy for the Project, the Developer shall undertake individual Project trip counts to assess daily Project traffic. "Phase I" shall mean either the issuance of final certificates of occupancy for the portion of the Development on Lots 2 –6, as reflected in the Vesting Tentative Tract Map, or the issuance of final certificates of occupancy for the portion of the Development on Lots 8 – 10, as reflected in the Vesting Tentative Tract Map, whichever comes first. Such counts shall be taken mid-week over a two-week period in accordance with standard traffic engineering practice, with all costs associated with traffic counts, including preparation of a report detailing the counts, paid for by Developer. The counts shall assess whether the Project's daily traffic generation exceeds a trip cap based upon standard traffic engineering trip assessment for the number of units in each Phase of the Project, in accordance with the total trips estimated to be generated by a 790-unit project. Results will be provided to the City and presented by City staff to City Council at a public meeting. In the event Project traffic generation exceeds the trip cap, the Project shall implement traffic demand management ("TDM") efforts, in consultation with the City as to the specific measures, in an attempt to reduce Project traffic below the trip cap.

(b) The Developer acknowledges that the County of Los Angeles, in possible coordination with the City and other regional public agencies and organizations, is considering the establishment of a mobility/transit hub — I-710N Mobility Hubs Plan, which may be located at the County-owned facility located at 900 S. Fremont Avenue, directly across Orange Street from the Project. Developer shall, to the extent requested, participate in efforts to further encourage public and alternative transportation opportunities which will serve residents and tenants of the Project. Developer will also

participate in, upon request, other future transportation discussions with the City and other regional organizations concerning transportation improvements and mobility improvements in the Southwest region of the city, and shall undertake commercially reasonable efforts to assist in implementation of City and regional transportation projects. In the event that the I-710N Mobility Hubs Plan as described above is not implemented, Developer will work in coordination with the City on the implementation of mobility design features at the Project site.

(c) The Developer shall provide intersections and pedestrian improvements as follows: (i) new signalized intersection with pedestrian crosswalks at Orange Street and Date Avenue upon the issuance of the final certificates of occupancy for the portion of the Development on Lots 2 – 6 as reflected on the Vesting Tentative Tract Map; and, (ii) new signalized intersection with pedestrian crosswalk at Date Avenue and Mission Road upon the issuance of the final certificates of occupancy for the portion of the Development on Lots 8 – 10 as reflected on the Vesting Tentative Tract Map.

6.7 Open Space and Community Access. The Development shall maintain the originally-proposed 16 acres of open space, including an approximately half-acre park to be located in the North Plan Area, despite a reduction in number of units to 790 units, provided such units are constructed. The half-acre park will be accessible to all Alhambra residents under hours and access conditions implemented in conjunction with the City's Community Development Department. The Development shall also contain a community room available to all Alhambra residents through a reservation system managed by the Developer.

6.8 Trees and Landscaping. The Developer agrees that all trees proposed to be removed as part of the Development will be made available for anyone, including the City for transplanting elsewhere. The cost of the tree transplanting will be the responsibility of the party accepting the tree. Developer agrees to comply with the City's Tree Preservation Ordinance and also agrees to install California Native and drought tolerant landscaping throughout the Development to the extent practicable in the opinion of a licensed landscape architect.

6.9 Sales Tax Point of Sale Designation.

(a) For all construction contracts and subcontracts (i) valued at Five Million Dollars (\$5,000,000) or more and (ii) addressing, among other things, delivery of lumber, concrete, structural steel, pre-fabricated building components, such as roof trusses, or other materials to be used in connection with the construction and development of, or incorporated into, the Project, Developer shall include, or require its contractor to include, provisions in such contracts requiring the contractor or subcontractor, as applicable, to the extent allowed by law, to obtain a subcontractor permit for the job site. Developer shall instruct its general contractor(s) for the Project, and cause such general contractor(s) to instruct its/their subcontractors, to cooperate with City to ensure the full local sales/use tax is allocated to City. To assist City in its efforts to ensure that the full amount of such local sales/use tax is allocated to the City, Developer shall provide City with a quarterly spreadsheet, which includes a list of all subcontractors with contracts in

excess of the amount set forth above, a description of all applicable work, and the dollar value of such subcontracts. City may use said spreadsheet sheet to contact each subcontractor who may qualify for local allocation of use taxes to the City.

(b) The contract requirements detailed in section 6.9(a) shall not apply to the contract for the construction of the parking garage proposed to be constructed on Lot 7 of the vesting tentative tract map, as the contract for said construction was executed prior to the adoption of this development agreement.

(c) Provided the Developer complies in all material respects with its responsibilities as imposed by section 6.9(a), Developer shall not be liable for anything related to the City's tax collections from the Project or otherwise, including but not limited to the City receiving a lower amount of tax receipts from the Project than estimated or anticipated.

## 7. City Agreements.

7.1 Processing. City shall timely process all plan checking, excavation, grading, building, encroachment and street improvement permits, certificates of occupancy, utility connection authorizations, and other ministerial permits or approvals necessary, convenient or appropriate for the grading, excavation, construction, development, improvement, use and occupancy of the Project.

7.2 Consistency Determinations. Notwithstanding any provision of the Alhambra Municipal Code or City policy to the contrary, for each improvement to be constructed on the Property, prior to issuance of any grading or building permit for the improvement, staff shall first review such for consistency with the Prior Approvals and this Agreement. Thereafter, the any material changes to Development aesthetics shall be subject to the approval of the Alhambra Design Review Board.

8. Supersession of Agreement by Change of Law. In the event that any state or federal law or regulation enacted after the date the Enabling Ordinance was adopted by City Council prevents or precludes compliance with any provision of this Agreement, such provision shall be deemed modified or suspended to comply with such state or federal law or regulation, as reasonably determined necessary by City. Developer retains the right to terminate this Agreement without penalty if it disagrees with City's determination to modify or suspend any provision of this Agreement pursuant to this Section 8.

9. Demonstration of Good Faith Compliance. In order to ascertain compliance by Developer with the provisions of this Agreement, this Agreement shall be reviewed annually by City and Developer shall be required to demonstrate good faith compliance with the terms of this Agreement at the time of such review. Noncompliance shall be deemed a default of this Agreement. City shall notify Developer of any such default and give Developer an opportunity to cure such default as set forth in Section 11 of this Agreement. The failure of City to conduct any such annual review shall not, in any manner, constitute a breach of this Agreement by City; diminish, impede, or abrogate the obligations of Developer hereunder; or render this Agreement invalid or void.

10. Authorized Delays. Performance by any Party of its obligations hereunder, other than payment of fees, shall be excused during any period of "Excusable Delay", as hereinafter defined, provided that the Party claiming the delay gives notice of the delay to the other Party within sixty (60) days of commencement of the delay. Such Excusable Delay shall extend the term of the Agreement, but only as noted in Section 5.3, for the duration of the Excusable Delay. For purposes hereof, Excusable Delay shall mean delay that directly affects, and is beyond the reasonable control of, the Party claiming the delay, including without limitation: (a) act of God; (b) civil commotion; (c) riot; (d) strike, picketing or other labor dispute; (e) shortage of materials or supplies; (f) damage to work in progress by reason of fire, flood, earthquake or other casualty; (g) failure, delay or inability of City to provide adequate levels of public services, facilities or infrastructure to the Property including, by way of example only, the lack of water to serve any portion of the Property due to drought; (h) delay caused by a restriction imposed or mandated by a governmental entity other than City; (i) litigation brought by a third party attacking the validity of this Agreement, a Prior Approval, a Subsequent Approval or any other action necessary for development of the Property; (j) delays caused by any third party failure to timely provide funding pursuant to contract with any Party hereto; (k) delays to the sale of any bonds funding the construction pursuant to this Agreement that are not caused by, or the fault of, Developer; or (l) material changes in market conditions that cause the Project or any portion thereof to no longer be economically feasible in Developer's sole discretion.

11. Provisions Regarding Defaults.

11.1 Default by Developer. Developer shall be deemed to have breached this Agreement if it:

- (a) practices, or attempts to practice, any fraud or deceit upon City; or
- (b) willfully violates any order, ruling or decision of any regulatory or judicial body having jurisdiction over the Property or the Project, provided that Developer may contest any such order, ruling or decision by appropriate proceedings conducted in good faith, in which event no breach of this Agreement shall be deemed to have occurred unless and until there is a final adjudication adverse to Developer and Developer fails to adhere to said final adjudication; or
- (c) fails to make any payments required under this Agreement and the same is not cured within five (5) days of receiving written notice of default from City to Developer; or
- (d) materially breaches any of the provisions of this Agreement and the same is not cured within the time set forth in a written notice of default from City to Developer, which period of time shall not be less than ten (10) days from the date that the notice is deemed received, provided if Developer cannot reasonably cure the breach within the time set forth in the notice, Developer fails to commence to cure the breach within such time limit and diligently effect such cure thereafter.

11.2 Default by City. City shall be deemed in breach of this Agreement if it materially breaches any of the provisions of this Agreement and the same is not cured within the time set forth in a written notice of default from Developer to City, which period shall not be less than ten (10) days from the date the notice is deemed received, provided if City cannot reasonably cure the breach within the time set forth in the notice, City fails to commence to cure the breach within such time limit and diligently effect such cure thereafter.

11.3 Content of Notice of Default. Every notice of default shall state with specificity that it is given pursuant to this Section of this Agreement, the nature of the alleged breach, and the manner in which the breach may be satisfactorily cured. The notice shall be deemed given on the date that it is personally delivered or on the date that it is deposited in the United States mail, in accordance with Section 20 hereof.

11.4 Remedies for Breach. The Parties acknowledge that remedies at law, including without limitation money damages, would be inadequate for breach of this Agreement by any Party due to the size, nature and scope of the Project. The Parties also acknowledge that it would not be feasible or possible to restore the Property to its natural and/or original condition once implementation of this Agreement has begun. Therefore, the Parties agree that the remedies for breach of this Agreement shall be limited to termination of this Agreement, injunctive relief, specific performance and/or indemnity pursuant to Section 16, except in the case of failure to pay any required fees. Either party may terminate this Agreement by giving written notice thereof if the other party fails to cure a default after notice and an opportunity to cure.

Nothing in this subsection shall be deemed to preclude City from prosecuting a criminal action against Developer if it violates any City ordinance or state statute, which violation is not excused by the terms of this Agreement.

11.5 Effect of Partial Developer Breach. Notwithstanding anything to the contrary in this Agreement, but subject to the terms of Section 3 hereof, in the event that (i) Developer or any of its successors assigns some, but not all, of its rights under this Agreement in connection with a sale of some, but not all, of the Property, and (ii) thereafter Developer or one or more of its successors in interest under this Agreement is in default under this Agreement and either Developer or one or more of its successors in interest under this Agreement is not in default hereunder, then any remedy City may have the right to take under this Agreement, including, without limitation, the right of termination or modification of this Agreement, shall only apply to the Party(ies) that is (are) in default and the portion(s) of the Property owned by such Party(ies) and shall not apply to Developer or any successor and/or assignee of Developer under this Agreement that is not in default hereunder. The Party(ies) not in default shall remain responsible for their portion of infrastructure and maintenance pursuant to the apportionment of such responsibilities as detailed in section 3.2.

12. Mortgage Protection. At the same time that City gives notice to Developer of a breach, City shall send a copy of the notice to each holder of record of any deed of trust on the portion of the Property in which Developer has a legal interest (“Financier”), provided



that the Financier has given prior written notice of its name and mailing address to City and the notice makes specific reference to this Section. The copies shall be sent by United States mail, registered or certified, postage prepaid, return receipt requested, and shall be deemed received upon the third (3rd) day after deposit.

Each Financier that has given prior notice to City pursuant to this Section shall have the right, at its option and insofar as the rights of City are concerned, to cure any such breach within fifteen (15) days after the receipt of the notice from City. If such breach cannot be cured within such time period, the Financier shall have such additional period as may be reasonably required to cure the same, provided that the Financier gives notice to City of its intention to cure and commences the cure within fifteen (15) days after receipt of the notice from City and thereafter diligently prosecutes the same to completion. City shall not commence legal action against Developer by reason of Developer's breach without allowing the Financier to cure the same as specified herein.

Notwithstanding any cure by Financier, this Agreement shall be binding and effective against the Financier and every owner of the Property, or part thereof, whose title thereto is acquired by foreclosure, trustee sale or otherwise.

13. Estoppel Certificate. At any time and from time to time, Developer may deliver written notice to City and City may deliver written notice to Developer requesting that such Party certify in writing that, to the knowledge of the certifying Party (i) this Agreement is in full force and effect and a binding obligation of the Parties, (ii) this Agreement has not been amended, or if amended, the identity of each amendment, (iii) the requesting Party is not in breach of this Agreement, or if in breach, a description of each such breach. The Party receiving such a request shall execute and return the certificate within thirty (30) days following receipt of the notice. Failure of the Party receiving the request to timely execute and deliver such estoppel certificate shall constitute an acknowledgment by the Party receiving the request that the requesting Party is not in breach of the agreement and that any such related statements in the request are true and correct. City acknowledges that a certificate may be relied upon by successors in interest to Developer who requested the certificate and by a Financier and other potential holders of record of deeds of trust on the portion of the Property in which that Developer has a legal interest.

14. Administration of Agreement. Any obligation or right of the City set forth herein may be exercised or undertaken by the City's Community Development Director, unless otherwise required by City Municipal Code to be exercised by another person or body of the City. In the event that the Developer requests a decision by City staff concerning the interpretation and administration of this Agreement, City staff shall render a decision within thirty (30) days. The decision of City staff may be appealed may be appealed by Developer to the Planning Commission, provided that any such appeal shall be filed with the City Clerk of City within ten (10) days after the affected Developer personally receives notice of the staff decision. The Planning Commission shall render its decision to affirm, reverse or modify the staff decision within thirty (30) days after the appeal was filed. Any decision of the Planning Commission may be appealed to City Council, with the same schedule and deadlines. Developer shall not seek judicial review of any staff decision without first having exhausted its remedies pursuant to this Section.

15. Amendment or Termination by Mutual Consent. In accordance with the provisions of Ordinance No. [\_\_\_\_\_] of City or any successor thereof then in effect, this Agreement may be amended or terminated, in whole or in part by mutual consent of City and Developer.

16. Indemnification. Developer shall indemnify, defend with counsel reasonably approved by City, and hold harmless City and its officers, employees and agents from and against any and all losses, liabilities, fines, penalties, costs, claims, demands, damages, injuries or judgments arising out of, or resulting in any way from, Developer's performance pursuant to this Agreement.

Developer shall indemnify, defend with counsel reasonably approved by City, and hold harmless City and its officers, employees and agents from and against any action or proceeding to attack, review, set aside, void or annul this Agreement or any provision thereof; arising out of or in any way relating to the Project, any discretionary approvals granted by City related to the development of the Project, or the environmental review conducted under California Environmental Quality Act, Public Resources Code Section 21000 et seq., for the Project; excepting the foregoing any action by Developer against City for breach of this Agreement pursuant to Section 11.2 of this Agreement. Developer retains the right to withdraw from any such action or proceeding and terminate this Agreement without penalty. Upon such withdrawal and termination, Developer's obligation to indemnify, defend with counsel reasonably approved by City, and hold harmless City and its officers, employees and agents shall terminate without penalty, provided any pending action or claim is also dismissed or terminated and City's costs incurred to that point are paid. If City elects to continue to participate in any action or claim after Developer has elected to withdraw and terminate, Developer shall have no obligation for costs and liabilities incurred and accruing after such date of withdrawal and termination.

City shall indemnify, defend with counsel reasonably approved by Developer, and hold harmless Developer and its officers, employees and agents from and against any and all losses, liabilities, fines, penalties, costs, claims, demands, damages, injuries or judgments arising out of, or resulting in any way from, City's failure to perform pursuant to the terms of this Agreement.

17. Time of Essence. Time is of the essence for each provision of this Agreement of which time is an element.

18. Operative Date. This Agreement shall become operative on the date the Enabling Ordinance becomes effective pursuant to Government Code Section 36937.

19. Term. This Agreement shall remain in full force and effect until the earliest to occur of: (i) the date set forth in Section 5.3 herein, (ii) the Property (or any portion thereof) has achieved Completion, or (iii) this Agreement is sooner terminated as otherwise provided herein. Upon the Completion of all or any portion of the Project, this Agreement shall automatically terminate with respect to, and the City shall release Developer from, further obligations under this Agreement relating to such portion of the Property, which

termination and release shall be self-executing and shall not require the execution or recordation of any further document or instrument by either Party.

Without limiting the foregoing, upon expiration of the term or earlier termination of this Agreement, the Parties shall execute any document reasonably requested by any Party to remove this Agreement from the public records as to the Property, and every portion thereof, to the extent permitted by applicable laws.

20. Notices. All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed received when personally delivered (including by means of professional messenger service or reputable overnight air express service utilizing receipts [e.g., United States Postal Service and Federal Express]), or upon the third (3rd) day after deposit in the United States mail, registered or certified, postage prepaid, return receipt requested, to the Parties at the addresses set forth below:

City:

City of Alhambra  
111 South First Street  
Alhambra, California 91801  
Attn: Community Development Director

and

City of Alhambra  
111 South First Street  
Alhambra, California 91801  
Attn: City Clerk

Alhambra Community Owner:

Elite-TRC Alhambra Community LLC  
1000 S. Fremont Avenue, Unit 1  
Alhambra, CA 91803  
Attention: Brian Saenger, Esq.

and

ELITE-TRC North Parcel LLC  
1000 S. Fremont Avenue, Unit 1  
Alhambra, CA 91803  
Attention: Brian Saenger, Esq.

and

c/o The Ratkovich Company  
700 S. Flower Street, Suite 820

Los Angeles, California 90017  
Attention: Brian Saenger, Esq.

Corner Company Owner:

The Corner Company, LLC  
1000 S. Fremont Avenue, Unit 1  
Building A-7, Suite 7300  
Alhambra, CA 91803  
Attention: Brian Saenger, Esq.

and

c/o The Ratkovich Company  
700 S. Flower Street, Suite 820  
Los Angeles, California 90017  
Attention: Brian Saenger, Esq.

Any Party may, from time to time, by written notice to the other, designate a different address which shall be substituted for the one above specified.

21. Entire Agreement. This Agreement contains the entire agreement between the Parties regarding the subject matter hereof, and all prior agreements or understandings, oral or written, are hereby merged herein. This Agreement shall not be amended, except as expressly provided herein.

22. Waiver. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether or not similar; nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless it is executed in writing by a duly authorized representative of the Party against whom enforcement of the waiver is sought.

23. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall be effective to the extent the remaining provisions are not rendered impractical to perform, taking into consideration the purposes of this Agreement.

24. Relationship of the Parties. Each Party acknowledges that, in entering into and performing under this Agreement, it is acting as an independent entity and not as an agent of any of the other Parties in any respect. Nothing contained herein or in any document executed in connection herewith shall be construed as creating the relationship of partners, joint ventures or any other association of any kind or nature between City and Developer, jointly or severally.

25. No Third Party Beneficiaries. This Agreement is made and entered into for the sole benefit of the Parties and their successors in interest. No other person shall have any right of action based upon any provision of this Agreement.

26. Recordation of Agreement and Amendments. This Agreement and any amendment thereof shall be recorded with the County Recorder of the County of Los Angeles by the City Clerk of City within ten days of its approval. City shall provide Developer with a copy of the recorded Agreement once it has been returned by the County.
27. Cooperation Between City and Developer. City and Developer shall execute and deliver to the other all such other and further instruments and documents as may be reasonably necessary to carry out the purposes of this Agreement.
28. Rules of Construction. The captions and headings of the various Sections and subsections of this Agreement are for convenience of reference only, and they shall not constitute a part of this Agreement for any other purpose or affect interpretation of this Agreement. Should any provision of this Agreement be found to be in conflict with any provision of the Prior Approvals or the Subsequent Approvals, the provision of this Agreement shall prevail.
29. Joint Preparation. This Agreement shall be deemed to have been prepared jointly and equally by the Parties, and it shall not be construed against any Party on the ground that the Party prepared this Agreement or caused it to be prepared.
30. Governing Law and Venue. This Agreement is made, entered into, and executed in the County of Los Angeles, California, and the laws of the State of California shall govern its interpretation and enforcement. Any action, suit or proceeding related to, or arising from, this Agreement shall be filed in the appropriate court having jurisdiction in the County of Los Angeles.
31. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which constitute one and the same instrument.

*[Remainder of Page Intentionally Blank; Signature Pages Follow]*

**IN WITNESS WHEREOF**, Developer and City of Alhambra have executed this Development Agreement on the date first above written.

**CITY OF ALHAMBRA:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST**

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

*[Signature Pages Continue]*

**APPROVED AS TO FORM:**

\_\_\_\_\_  
\_\_\_\_\_, City Attorney

*[Signature Pages Continue]*

**ALHAMBRA COMMUNITY OWNER:**

ELITE-TRC ALHAMBRA COMMUNITY LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ELITE-TRC NORTH PARCEL LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CORNER COMPANY OWNER:**

THE CORNER COMPANY, LLC,  
a California limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**Exhibit 1-A**

Alhambra Community Property Legal Description

**The land referred to herein is situated in the State of California, County of Los Angeles and described as follows:**

PARCEL 1:

LOTS 8 THROUGH 12, INCLUSIVE, B, C AND E OF TRACT NO. 5683, IN THE CITY OF ALHAMBRA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 62, PAGE(S) 47 OF MAPS, RECORDS OF SAID COUNTY, LOTS 1 THROUGH 7, INCLUSIVE, 12, 13 AND 14, INCLUSIVE ALL OF BLOCK 26, AND LOTS 1 THROUGH 6, INCLUSIVE, OF BLOCK 27 OF SUBDIVISION NO. 4 OF DOLGEVILLE, IN SAID CITY, AS PER THE MAP RECORDED IN BOOK 5, PAGE 97 OF SAID MAPS, AND A PORTION OF VACATED CHESTNUT STREET, 60 FEET, AS SHOWN ON SAID SUBDIVISION NO. 4 OF DOLGEVILLE.

EXCEPTING THEREFROM THOSE PORTIONS OF SAID LOTS 12 AND C OF TRACT NO. 5683, LYING SOUTHERLY AND EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF SAID LOT 12 OF TRACT NO. 5683 AND A LINE PARALLEL WITH AND 270.05 FEET WESTERLY OF THE WESTERLY LINE OF DATE AVENUE, 80 FEET WIDE, AS SHOWN ON SAID TRACT NO. 5683; THENCE NORTHERLY ALONG SAID PARALLEL LINE TO THE CURVED NORTHWESTERLY LINE OF SAID LOT C, SAID CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 450.09 FEET; THENCE NORTHERLY ALONG SAID CURVED LINE TO A LINE PARALLEL WITH AND 1301.80 FEET SOUTH OF THE SOUTHERLY LINE OF ORANGE STREET, 60 FEET WIDE, AS SHOWN ON SAID TRACT NO. 5683; THENCE EASTERLY ALONG SAID PARALLEL LINE TO A LINE PARALLEL WITH AND 214.75 FEET WESTERLY OF SAID WESTERLY LINE OF DATE AVENUE; THENCE NORTHERLY ALONG SAID PARALLEL LINE TO THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID LOT 7; THENCE ALONG SAID PROLONGATION AND NORTHERLY LINE TO SAID WESTERLY LINE OF DATE AVENUE.

ALSO EXCEPT THEREFROM THE FOLLOWING PARCELS OF LAND:

THOSE PORTIONS OF LOTS 9, B AND C OF TRACT NO. 5683, IN THE CITY OF ALHAMBRA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 62, PAGE 47 OF MAPS, RECORDS OF SAID COUNTY, LOTS 12, 13 AND 14, OF BLOCK 26 OF SUBDIVISION NO. 4 OF DOLGEVILLE, IN SAID CITY, AS PER THE MAP RECORDED IN BOOK 5, PAGE 97 OF SAID MAPS, AND PORTIONS OF LOTS 1 AND 2, OF BLOCK 27 AS SHOWN ON SAID SUBDIVISION NO. 4 OF DOLGEVILLE AND A PORTION OF VACATED CHESTNUT STREET, 60

FEET WIDE, AS SHOWN ON SAID SUBDIVISION NO. 4 OF DOLGEVILLE, BOUNDED AS FOLLOWS:

NORTHERLY BY THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF LOT 7, OF SAID BLOCK 26 OF SUBDIVISION NO. 4 OF DOLGEVILLE.

SOUTHERLY, BY A LINE PARALLEL WITH AND 851.70 FEET SOUTHERLY OF THE SOUTHERLY LINE OF ORANGE STREET, 60 FEET WIDE, AS SHOWN ON SAID TRACT NO. 5683.

WESTERLY, BY A LINE PARALLEL WITH AND 214.75 FEET WESTERLY OF THE WESTERLY LINE OF DATE AVENUE, 80 FEET WIDE, AS SHOWN ON SAID TRACT NO. 5683.

(SAID LEGAL IS PARCEL 1 OF CERTIFICATE OF COMPLIANCE RECORDED APRIL 25, 2006 AS INSTRUMENT NO. 06-0900580 OF OFFICIAL RECORDS)

THOSE PORTIONS OF LOTS 8, 9, 10 AND B OF TRACT NO. 5683, IN THE CITY OF ALHAMBRA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 62, PAGE 47 OF MAPS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF A LINE PARALLEL WITH AND 127.50 FEET SOUTHERLY OF THE SOUTHERLY LINE OF ORANGE STREET, 60 FEET WIDE, AS SHOWN ON SAID TRACT NO. 5683 AND A LINE PARALLEL WITH AND 620.02 FEET WESTERLY OF THE WESTERLY LINE OF DATE AVENUE, 80 FEET WIDE, AS SHOWN ON SAID TRACT NO. 5683; THENCE EASTERLY ALONG SAID PARALLEL LINE TO A LINE PARALLEL WITH AND 402.38 FEET WESTERLY OF SAID WESTERLY LINE OF DATE AVENUE; THENCE SOUTHERLY ALONG SAID PARALLEL LINE TO A LINE PARALLEL WITH AND 235.00 FEET SOUTHERLY OF SAID SOUTHERLY LINE OF ORANGE STREET; THENCE EASTERLY ALONG SAID PARALLEL LINE TO A LINE PARALLEL WITH AND 214.75 FEET WESTERLY OF SAID WESTERLY LINE OF DATE AVENUE; THENCE SOUTHERLY ALONG SAID PARALLEL LINE TO A LINE PARALLEL WITH AND 475.82 FEET SOUTHERLY OF SAID SOUTHERLY LINE OF ORANGE STREET; THENCE WESTERLY ALONG SAID PARALLEL LINE TO SAID LINE BEING PARALLEL WITH AND 620.02 FEET WESTERLY OF THE WESTERLY LINE OF DATE AVENUE; THENCE NORTHERLY ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING.

(SAID LEGAL IS PARCEL 2 OF CERTIFICATE OF COMPLIANCE RECORDED APRIL 25, 2006 AS INSTRUMENT NO. 06-0900583, OF OFFICIAL RECORDS)

THOSE PORTIONS OF LOTS 9, 10, B AND E OF TRACT NO. 5683, IN THE CITY OF ALHAMBRA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER THE MAP RECORDED IN BOOK 62, PAGE 47 OF MAPS, RECORDS OF SAID COUNTY, TOGETHER WITH A PORTION OF VACATED CHESTNUT STREET, 60 FEET WIDE, AS SHOWN ON THE SUBDIVISION NO. 4 OF DOLGEVILLE, IN SAID CITY,

AS PER THE MAP RECORDED IN BOOK 5, PAGE 97 OF SAID MAPS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF A LINE PARALLEL WITH AND 475.82 FEET SOUTHERLY OF THE SOUTHERLY LINE OF ORANGE STREET, 60 FEET WIDE, AS SHOWN ON SAID TRACT NO. 5683 AND A LINE PARALLEL WITH AND 214.75 FEET WESTERLY OF THE WESTERLY LINE OF DATE AVENUE, 80 FEET WIDE, AS SHOWN ON SAID TRACT NO. 5683; THENCE SOUTHERLY ALONG SAID PARALLEL LINE TO A LINE PARALLEL WITH AND 746.64 FEET SOUTHERLY OF SAID SOUTHERLY LINE OF ORANGE STREET; THENCE WESTERLY ALONG SAID PARALLEL LINE TO A LINE PARALLEL WITH AND 447.07 FEET WESTERLY OF SAID WESTERLY LINE OF DATE AVENUE; THENCE SOUTHERLY ALONG SAID PARALLEL LINE TO A LINE PARALLEL WITH AND 776.00 FEET SOUTHERLY OF SAID SOUTHERLY LINE OF ORANGE STREET; THENCE WESTERLY ALONG SAID PARALLEL LINE TO A LINE PARALLEL WITH AND 620.02 FEET WESTERLY OF SAID WESTERLY LINE OF DATE AVENUE; THENCE NORTHERLY ALONG SAID PARALLEL LINE TO SAID LINE BEING PARALLEL WITH AND 475.82 FEET SOUTHERLY OF THE SOUTHERLY LINE OF ORANGE STREET; THENCE EASTERLY ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING.

(SAID LEGAL IS PARCEL 3 OF CERTIFICATE OF COMPLIANCE RECORDED APRIL 25, 2006 AS INSTRUMENT NO. 06-0900584, OF OFFICIAL RECORDS)

THAT PORTION OF LOT 9 OF TRACT NO. 5683, IN THE CITY OF ALHAMBRA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 62, PAGE 47 OF MAPS, RECORDS OF SAID COUNTY, LOTS 1 THROUGH 7, INCLUSIVE, OF BLOCK 26 OF SUBDIVISION NO. 4 OF DOLGEVILLE, IN SAID CITY, AS PER THE MAP RECORDED IN BOOK 5, PAGE 97 OF SAID MAPS, BOUNDED AS FOLLOWS:

SOUTHERLY, BY THE SOUTHERLY LINE OF SAID LOT 7 AND ITS WESTERLY PROLONGATION.

WESTERLY, BY A LINE PARALLEL WITH AND 214.75 FEET WESTERLY OF THE WESTERLY LINE OF DATE AVENUE, 80 FEET WIDE, AS SHOWN ON SAID TRACT NO. 5683.

(SAID LEGAL IS PARCEL 6 OF LOT LINE ADJUSTMENT 01-2002 RECORDED JULY 23, 2002 AS INSTRUMENT NO. 02-1714836, OF OFFICIAL RECORDS)

THAT PORTION OF LOT 9 OF TRACT NO. 5683, IN THE CITY OF ALHAMBRA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 62, PAGE 47 OF MAPS, RECORDS OF SAID COUNTY, BOUNDED AS FOLLOWS:

SOUTHERLY, BY A LINE PARALLEL WITH AND 235.00 FEET SOUTHERLY OF THE SOUTHERLY LINE OF ORANGE STREET, 60 FEET WIDE, AS SHOWN ON

SAID TRACT NO. 5683.

EASTERLY, BY A LINE PARALLEL WITH AND 214.75 FEET WESTERLY OF THE WESTERLY LINE OF DATE AVENUE, 80 FEET WIDE, AS SHOWN ON SAID TRACT NO. 5683.

WESTERLY, BY A LINE PARALLEL WITH AND 402.38 FEET WESTERLY OF SAID WESTERLY LINE OF DATE AVENUE.

(SAID LEGAL IS PARCEL 7 OF LOT LINE ADJUSTMENT 01-2002 RECORDED JULY 23, 2002 AS INSTRUMENT NO. 02-1714836 1985, OF OFFICIAL RECORDS)

EXCEPT FROM THOSE PORTIONS OF SAID LAND DESCRIBED IN THE DEED RECORDED DECEMBER 28, 1950 AS INSTRUMENT NO. 1741, ALL MINERALS, PETROLEUM, OIL, NATURAL GAS, AND PRODUCTS DERIVED THEREFROM WITHIN OR UNDERLYING SAID LAND OR THAT MAY BE PRODUCED THEREFROM, AND ALL RIGHTS THERETO, PROVIDED, HOWEVER, THAT THE GRANTORS, THEIR SUCCESSORS OR ASSIGNS, SHALL NOT USE THE SURFACE OF SAID LAND IN THE EXERCISE OF ANY OF SAID RIGHTS, BUT SHALL HAVE THE RIGHT TO ENTER BENEATH THE SURFACE OF SAID LAND BY LATERAL OR SLANT DRILLING AND BORING FOR SUCH PURPOSES; PROVIDED, FURTHER THAT IN SO DOING THE GRANTORS, THEIR SUCCESSORS OR ASSIGNS, SHALL NOT DISTURB THE SURFACE OF SAID LAND, OR ANY IMPROVEMENTS THEREON, OR REMOVE OR IMPAIR THE LATERAL OR SUBJACENT SUPPORT OF SAID LAND, OR ANY IMPROVEMENTS THEREON, AS RESERVED AND PROVIDED IN THE DEED FROM SOUTHERN PACIFIC RAILROAD COMPANY, A CORPORATION, AND SOUTHERN PACIFIC COMPANY, A CORPORATION, RECORDED DECEMBER 28, 1950 AS INSTRUMENT NO. 1741, IN BOOK 35183, PAGE 78, OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM ALL MINERALS, PETROLEUM, OIL, NATURAL GAS, AND PRODUCTS DERIVED THEREFROM, WITHIN OR UNDERLYING SAID LAND OR THAT MAY BE PRODUCED THEREFROM, AND ALL RIGHTS THERETO; PROVIDED, HOWEVER, THAT GRANTORS, THEIR SUCCESSORS OR ASSIGNS, SHALL NOT USE THE SURFACE OF SAID LAND IN THE EXERCISE OF ANY OF SAID RIGHTS, BUT SHALL HAVE THE RIGHT TO ENTER BENEATH THE SURFACE OF SAID LAND BY LATERAL OR SLANT DRILLING AND BORING FOR SUCH PURPOSES; PROVIDED, FURTHER, THAT IN SO DOING GRANTORS, THEIR SUCCESSORS OR ASSIGNS, SHALL NOT DISTURB THE SURFACE OF SAID LAND, OR ANY IMPROVEMENTS THEREON, OR REMOVE OR REPAIR THE LATERAL OR SUBJACENT SUPPORT OF SAID LAND OR ANY IMPROVEMENTS THEREON, AS RESERVED AND PROVIDED IN THE DEED FROM SOUTHERN PACIFIC RAILROAD COMPANY, A CORPORATION, AND SOUTHERN PACIFIC COMPANY, A CORPORATION, RECORDED MAY 17, 1951 AS INSTRUMENT NO. 1008, IN BOOK 36310, PAGE 112, OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM THE TITLE AND EXCLUSIVE RIGHT TO ALL OF THE MINERALS AND MINERAL ORES OF EVERY KIND AND CHARACTER NOW

KNOWN TO EXIST OR HEREAFTER DISCOVERED UPON, WITHIN OR UNDERLYING SAID LAND OR THAT MAY BE PRODUCED THEREFROM, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL PETROLEUM, OIL, NATURAL GAS AND OTHER HYDROCARBON SUBSTANCES AND PRODUCTS DERIVED THEREFROM, TOGETHER WITH THE EXCLUSIVE AND PERPETUAL RIGHT OF INGRESS AND EGRESS BENEATH THE SURFACE OF SAID LAND TO EXPLORE FOR, EXTRACT, MINE AND REMOVE THE SAME, AND TO MAKE SUCH USE OF THE SAID LAND BENEATH THE SURFACE AS IS NECESSARY OR USEFUL IN CONNECTION THEREWITH, WHICH USE MAY INCLUDE LATERAL OR SLANT DRILLING, BORING, DIGGING OR SINKING OF WELLS, SHAFTS OR TUNNELS, PROVIDED HOWEVER, THAT SAID GRANTOR, ITS SUCCESSORS AND ASSIGNS, SHALL NOT USE THE SURFACE OF SAID LAND IN THE EXERCISE OF ANY OF SAID RIGHTS, AND SHALL NOT DISTURB THE SURFACE OF SAID LAND OR ANY IMPROVEMENTS THEREON, AS RESERVED BY THE SOUTHERN PACIFIC COMPANY, A CORPORATION IN THE DEED RECORDED JUNE 27, 1967, AS INSTRUMENT NO. 2699, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION OF SAID PROPERTY LYING BELOW A DEPTH OF 500 FEET MEASURED VERTICALLY FROM THE CONTOUR OF THE SURFACE THEREOF; PROVIDED, HOWEVER, THAT GRANTOR, ITS SUCCESSORS AND ASSIGNS, SHALL NOT HAVE THE RIGHT FOR ANY PURPOSE WHATSOEVER TO ENTER UPON, INTO OR THROUGH THE SURFACE OF THE PROPERTY GRANTED HEREIN OR ANY PART THEREOF LYING BETWEEN SAID SURFACE AND 500 FEET BELOW SAID SURFACE, AS RESERVED IN DEED RECORDED APRIL 1, 1977 AS INSTRUMENT NO. 77-327187, OFFICIAL RECORDS.

PARCEL 2:

EASEMENTS FOR INGRESS AND EGRESS BY VEHICULAR AND PEDESTRIAN TRAFFIC AND PARKING PURPOSES AND MORE PARTICULARLY DESCRIBED THEREIN AND UPON THE TERMS AND CONDITIONS CONTAINED THEREIN AND AS CREATED BY THAT CERTAIN "PARKING AND CONSTRUCTION EASEMENT AGREEMENT" DATED JUNE 29, 2006 AND RECORDED JUNE 30, 2006 AS INSTRUMENT NO. 06-1446658 OF OFFICIAL RECORDS, EXECUTED BY AND BETWEEN THE ALHAMBRA RESIDENTIAL COMMUNITY, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND THE ALHAMBRA OFFICE COMMUNITY, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

PARCEL 3:

AN EASEMENT FOR PARKING PURPOSES AS CREATED BY THAT CERTAIN DOCUMENT ENTITLED "PARKING EASEMENT AGREEMENT" DATED JUNE 29, 2006 AND RECORDED JUNE 30, 2006 AS INSTRUMENT NO. 06-1446659 OF OFFICIAL RECORDS, EXECUTED BY AND BETWEEN THE ALHAMBRA CORNER COMMUNITY, LLC, A DELAWARE LIMITED LIABILITY COMPANY; THE ALHAMBRA OFFICE COMMUNITY, LLC, A DELAWARE LIMITED

LIABILITY COMPANY AND THE CORNER COMPANY, A CALIFORNIA LIMITED LIABILITY COMPANY.

PARCEL 4:

THOSE PORTIONS OF LOTS 9, B AND C OF TRACT NO. 5683, IN THE CITY OF ALHAMBRA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 62, PAGE 47 OF MAPS, RECORDS OF SAID COUNTY, LOTS 12, 13 AND 14, OF BLOCK 26 OF SUBDIVISION NO. 4 OF DOLGEVILLE, IN SAID CITY, AS PER THE MAP RECORDED IN BOOK 5, PAGE 97 OF SAID MAPS, AND PORTIONS OF LOTS 1 AND 2, OF BLOCK 27 AS SHOWN ON SAID SUBDIVISION NO. 4 OF DOLGEVILLE AND A PORTION OF VACATED CHESTNUT STREET, 60 FEET WIDE, AS SHOWN ON SAID SUBDIVISION NO. 4 OF DOLGEVILLE, BOUNDED AS FOLLOWS:

NORTHERLY BY THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF LOT 7, OF SAID BLOCK 26 OF SUBDIVISION NO. 4 OF DOLGEVILLE.

SOUTHERLY, BY A LINE PARALLEL WITH AND 851.70 FEET SOUTHERLY OF THE SOUTHERLY LINE OF ORANGE STREET, 60 FEET WIDE, AS SHOWN ON SAID TRACT NO. 5683.

WESTERLY, BY A LINE PARALLEL WITH AND 214.75 FEET WESTERLY OF THE WESTERLY LINE OF DATE AVENUE, 80 FEET WIDE, AS SHOWN ON SAID TRACT NO. 5683.

SAID LEGAL IS PARCEL 1 OF CERTIFICATE OF COMPLIANCE RECORDED APRIL 25, 2006 AS INSTRUMENT NO. 06-0900580, OF OFFICIAL RECORDS.

PARCEL 5:

THOSE PORTIONS OF LOTS 8, 9, 10 AND B OF TRACT NO. 5683, IN THE CITY OF ALHAMBRA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 62, PAGE 47 OF MAPS, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF A LINE PARALLEL WITH AND 127.50 FEET SOUTHERLY OF THE SOUTHERLY LINE OF ORANGE STREET, 60 FEET WIDE, AS SHOWN ON SAID TRACT NO. 5683 AND A LINE PARALLEL WITH AND 620.02 FEET WESTERLY OF THE WESTERLY LINE OF DATE AVENUE, 80 FEET WIDE, AS SHOWN ON SAID TRACT NO. 5683; THENCE EASTERLY ALONG SAID PARALLEL LINE TO A LINE PARALLEL WITH AND 402.38 FEET WESTERLY OF SAID WESTERLY LINE OF DATE AVENUE; THENCE SOUTHERLY ALONG SAID PARALLEL LINE TO A LINE PARALLEL WITH AND 235.00 FEET SOUTHERLY OF SAID SOUTHERLY LINE OF ORANGE STREET; THENCE EASTERLY ALONG SAID PARALLEL LINE TO A LINE PARALLEL WITH AND 214.75 FEET WESTERLY OF SAID WESTERLY LINE OF DATE

AVENUE; THENCE SOUTHERLY ALONG SAID PARALLEL LINE TO A LINE PARALLEL WITH AND 475.82 FEET SOUTHERLY OF SAID SOUTHERLY LINE OF ORANGE STREET; THENCE WESTERLY ALONG SAID PARALLEL LINE TO SAID LINE BEING PARALLEL WITH AND 620.02 FEET WESTERLY OF THE WESTERLY LINE OF DATE AVENUE; THENCE NORTHERLY ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING.

SAID LEGAL IS PARCEL 2 OF CERTIFICATE OF COMPLIANCE RECORDED APRIL 25, 2006 AS INSTRUMENT NO. 06-0900583, OF OFFICIAL RECORDS.

PARCEL 6:

THOSE PORTIONS OF LOTS 9, 10, B AND E OF TRACT NO. 5683, IN THE CITY OF ALHAMBRA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER THE MAP RECORDED IN BOOK 62, PAGE 47 OF MAPS, RECORDS OF SAID COUNTY, TOGETHER WITH A PORTION OF VACATED CHESTNUT STREET, 60 FEET WIDE, AS SHOWN ON THE SUBDIVISION NO. 4 OF DOLGEVILLE, IN SAID CITY, AS PER THE MAP RECORDED IN BOOK 5, PAGE 97 OF SAID MAPS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF A LINE PARALLEL WITH AND 475.82 FEET SOUTHERLY OF THE SOUTHERLY LINE OF ORANGE STREET, 60 FEET WIDE, AS SHOWN ON SAID TRACT NO. 5683 AND A LINE PARALLEL WITH AND 214.75 FEET WESTERLY OF THE WESTERLY LINE OF DATE AVENUE, 80 FEET WIDE, AS SHOWN ON SAID TRACT NO. 5683; THENCE SOUTHERLY ALONG SAID PARALLEL LINE TO A LINE PARALLEL WITH AND 746.64 FEET SOUTHERLY OF SAID SOUTHERLY LINE OF ORANGE STREET; THENCE WESTERLY ALONG SAID PARALLEL LINE TO A LINE PARALLEL WITH AND 447.07 FEET WESTERLY OF SAID WESTERLY LINE OF DATE AVENUE; THENCE SOUTHERLY ALONG SAID PARALLEL LINE TO A LINE PARALLEL WITH AND 776.00 FEET SOUTHERLY OF SAID SOUTHERLY LINE OF ORANGE STREET; THENCE WESTERLY ALONG SAID PARALLEL LINE TO A LINE PARALLEL WITH AND 620.02 FEET WESTERLY OF SAID WESTERLY LINE OF DATE AVENUE; THENCE NORTHERLY ALONG SAID PARALLEL LINE TO SAID LINE BEING PARALLEL WITH AND 475.82 FEET SOUTHERLY OF THE SOUTHERLY LINE OF ORANGE STREET; THENCE EASTERLY ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING.

SAID LEGAL IS PARCEL 3 OF CERTIFICATE OF COMPLIANCE RECORDED APRIL 25, 2006 AS INSTRUMENT NO. 06-0900584, OF OFFICIAL RECORDS.

PARCEL 7:

THAT PORTION OF LOT 9 OF TRACT NO. 5683, IN THE CITY OF ALHAMBRA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 62, PAGE 47 OF MAPS, RECORDS OF SAID COUNTY, LOTS 1 THROUGH 7, INCLUSIVE, OF BLOCK 26 OF SUBDIVISION NO. 4 OF DOLGEVILLE, IN SAID CITY, AS PER THE MAP RECORDED IN BOOK 5, PAGE 97 OF SAID MAPS,

BOUNDED AS FOLLOWS:

SOUTHERLY, BY THE SOUTHERLY LINE OF SAID LOT 7 AND ITS WESTERLY PROLONGATION.

WESTERLY, BY A LINE PARALLEL WITH AND 214.75 FEET WESTERLY OF THE WESTERLY LINE OF DATE AVENUE, 80 FEET WIDE, AS SHOWN ON SAID TRACT NO. 5683.

SAID LEGAL IS PARCEL 6 OF LOT LINE ADJUSTMENT 01-2002 RECORDED JULY 23, 2002 AS INSTRUMENT NO. 02-1714836, OF OFFICIAL RECORDS

PARCEL 8:

THAT PORTION OF LOT 9 OF TRACT NO. 5683, IN THE CITY OF ALHAMBRA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 62, PAGE 47 OF MAPS, RECORDS OF SAID COUNTY, BOUNDED AS FOLLOWS:

SOUTHERLY, BY A LINE PARALLEL WITH AND 235.00 FEET SOUTHERLY OF THE SOUTHERLY LINE OF ORANGE STREET, 60 FEET WIDE, AS SHOWN ON SAID TRACT NO. 5683.

EASTERLY, BY A LINE PARALLEL WITH AND 214.75 FEET WESTERLY OF THE WESTERLY LINE OF DATE AVENUE, 80 FEET WIDE, AS SHOWN ON SAID TRACT NO. 5683.

WESTERLY, BY A LINE PARALLEL WITH AND 402.38 FEET WESTERLY OF SAID WESTERLY LINE OF DATE AVENUE.

SAID LEGAL IS PARCEL 7 OF LOT LINE ADJUSTMENT NO. 01-2002 RECORDED JULY 23, 2002 AS INSTRUMENT NO. 02-1714836, OF OFFICIAL RECORDS.

EXCEPT FROM THE ABOVE DESCRIBED PARCELS:

EXCEPT FROM THOSE PORTIONS OF SAID LAND DESCRIBED IN THE DEED RECORDED DECEMBER 28, 1950 AS INSTRUMENT NO. [1741](#), ALL MINERALS, PETROLEUM, OIL, NATURAL GAS, AND PRODUCTS DERIVED THEREFROM WITHIN OR UNDERLYING SAID LAND OR THAT MAY BE PRODUCED THEREFROM, AND ALL RIGHTS THERETO, PROVIDED, HOWEVER, THAT THE GRANTORS, THEIR SUCCESSORS OR ASSIGNS, SHALL NOT USE THE SURFACE OF SAID LAND IN THE EXERCISE OF ANY OF SAID RIGHTS, BUT SHALL HAVE THE RIGHT TO ENTER BENEATH THE SURFACE OF SAID LAND BY LATERAL OR SLANT DRILLING AND BORING FOR SUCH PURPOSES; PROVIDED, FURTHER THAT IN SO DOING THE GRANTORS, THEIR SUCCESSORS OR ASSIGNS, SHALL NOT DISTURB THE SURFACE OF SAID LAND, OR ANY IMPROVEMENTS THEREON, OR REMOVE OR IMPAIR THE LATERAL OR SUBJACENT SUPPORT OF SAID LAND, OR ANY IMPROVEMENTS THEREON,



AS RESERVED AND PROVIDED IN THE DEED FROM SOUTHERN PACIFIC RAILROAD COMPANY, A CORPORATION, AND SOUTHERN PACIFIC COMPANY, A CORPORATION, RECORDED DECEMBER 28, 1950 AS INSTRUMENT NO. 1741, IN BOOK 35183, PAGE 78, OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM ALL MINERALS, PETROLEUM, OIL, NATURAL GAS, AND PRODUCTS DERIVED THEREFROM, WITHIN OR UNDERLYING SAID LAND OR THAT MAY BE PRODUCED THEREFROM, AND ALL RIGHTS THERETO; PROVIDED, HOWEVER, THAT GRANTORS, THEIR SUCCESSORS OR ASSIGNS, SHALL NOT USE THE SURFACE OF SAID LAND IN THE EXERCISE OF ANY OF SAID RIGHTS, BUT SHALL HAVE THE RIGHT TO ENTER BENEATH THE SURFACE OF SAID LAND BY LATERAL OR SLANT DRILLING AND BORING FOR SUCH PURPOSES; PROVIDED, FURTHER, THAT IN SO DOING GRANTORS, THEIR SUCCESSORS OR ASSIGNS, SHALL NOT DISTURB THE SURFACE OF SAID LAND, OR ANY IMPROVEMENTS THEREON, OR REMOVE OR REPAIR THE LATERAL OR SUBJACENT SUPPORT OF SAID LAND OR ANY IMPROVEMENTS THEREON, AS RESERVED AND PROVIDED IN THE DEED FROM SOUTHERN PACIFIC RAILROAD COMPANY, A CORPORATION, AND SOUTHERN PACIFIC COMPANY, A CORPORATION, RECORDED MAY 17, 1951 AS INSTRUMENT NO. 1008, IN BOOK 36310, PAGE 112, OFFICIAL RECORDS.

ALSO EXCEPT THEREFROM THE TITLE AND EXCLUSIVE RIGHT TO ALL OF THE MINERALS AND MINERAL ORES OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED UPON, WITHIN OR UNDERLYING SAID LAND OR THAT MAY BE PRODUCED THEREFROM, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL PETROLEUM, OIL, NATURAL GAS AND OTHER HYDROCARBON SUBSTANCES AND PRODUCTS DERIVED THEREFROM, TOGETHER WITH THE EXCLUSIVE AND PERPETUAL RIGHT OF INGRESS AND EGRESS BENEATH THE SURFACE OF SAID LAND TO EXPLORE FOR, EXTRACT, MINE AND REMOVE THE SAME, AND TO MAKE SUCH USE OF THE SAID LAND BENEATH THE SURFACE AS IS NECESSARY OR USEFUL IN CONNECTION THEREWITH, WHICH USE MAY INCLUDE LATERAL OR SLANT DRILLING, BORING, DIGGING OR SINKING OF WELLS, SHAFTS OR TUNNELS, PROVIDED HOWEVER, THAT SAID GRANTOR, ITS SUCCESSORS AND ASSIGNS, SHALL NOT USE THE SURFACE OF SAID LAND IN THE EXERCISE OF ANY OF SAID RIGHTS, AND SHALL NOT DISTURB THE SURFACE OF SAID LAND OR ANY IMPROVEMENTS THEREON, AS RESERVED BY THE SOUTHERN PACIFIC COMPANY, A CORPORATION IN THE DEED RECORDED JUNE 27, 1967, AS INSTRUMENT NO. 2699, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION OF SAID PROPERTY LYING BELOW A DEPTH OF 500 FEET MEASURED VERTICALLY FROM THE CONTOUR OF THE SURFACE THEREOF; PROVIDED, HOWEVER, THAT GRANTOR, ITS SUCCESSORS AND ASSIGNS, SHALL NOT HAVE THE RIGHT FOR ANY PURPOSE WHATSOEVER TO ENTER UPON, INTO OR THROUGH THE SURFACE OF THE PROPERTY GRANTED HEREIN OR ANY PART THEREOF LYING BETWEEN SAID SURFACE AND 500 FEET BELOW SAID SURFACE, AS

RESERVED IN DEED RECORDED APRIL 1, 1977 AS INSTRUMENT NO. 77-327187,  
OFFICIAL RECORDS.

PARCEL 9:

EASEMENTS FOR INGRESS AND EGRESS BY VEHICULAR AND PEDESTRIAN TRAFFIC AND PARKING PURPOSES AND MORE PARTICULARLY DESCRIBED THEREIN AND UPON THE TERMS AND CONDITIONS CONTAINED THEREIN AND AS CREATED BY THAT CERTAIN "PARKING AND CONSTRUCTION EASEMENT AGREEMENT" DATED JUNE 29, 2006 AND RECORDED JUNE 30, 2006 AS INSTRUMENT NO. 06-1446658 OF OFFICIAL RECORDS, EXECUTED BY AND BETWEEN THE ALHAMBRA RESIDENTIAL COMMUNITY, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND THE ALHAMBRA OFFICE COMMUNITY, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

PARCEL 10:

LOT 8 IN BLOCK 26 SUBDIVISION NO. 4 OF DOLGEVILLE, IN THE CITY OF ALHAMBRA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 5, PAGE 97 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 11:

LOT 9 IN BLOCK 26 SUBDIVISION NO. 4 OF DOLGEVILLE, IN THE CITY OF ALHAMBRA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 5, PAGE 97 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 12:

LOTS 10 AND 11, IN BLOCK 26 SUBDIVISION NO. 4 OF DOLGEVILLE, IN THE CITY OF ALHAMBRA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 5, PAGE 97 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 14:

AN EASEMENT FOR PARKING PURPOSES AS CREATED AND DEFINED IN THAT CERTAIN DOCUMENT ENTITLED "PARKING EASEMENT AGREEMENT" DATED JUNE 29, 2006 AND RECORDED JUNE 30, 2006, AS INSTRUMENT NO. 06-1446659, OF OFFICIAL RECORDS, EXECUTED BY AND BETWEEN THE ALHAMBRA CORNER COMMUNITY, LLC, A DELAWARE LIMITED LIABILITY COMPANY; THE ALHAMBRA OFFICE COMMUNITY, LLC, A DELAWARE LIMITED LIABILITY COMPANY AND THE CORNER COMPANY, A CALIFORNIA LIMITED LIABILITY COMPANY

(End of Legal Description)

**Exhibit 1-B**

Corner Company Property Legal Description

**The land referred to herein is situated in the State of California, County of Los Angeles and described as follows:**

PARCEL 13:

THOSE PORTIONS OF LOTS 12 AND C OF TRACT NO. 5683, IN THE CITY OF ALHAMBRA, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER THE MAP RECORDED IN BOOK 62, PAGE 47 OF MAPS, RECORDS OF SAID COUNTY, AND LOTS 7, 8, 9, 10 AND 12, BLOCK 27, OF SUBDIVISION NO. 4 OF DOGLEVILLE, IN SAID CITY, AS PER THE MAP RECORDED IN BOOK 5, PAGE 97 OF SAID MAPS, LYING SOUTHERLY AND EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHERLY LINE OF SAID LOT 12 OF TRACT NO. 5683 AND A LINE PARALLEL WITH AND 270.05 FEET WESTERLY OF THE WESTERLY LINE OF DATE AVENUE, 80 FEET WIDE, AS SHOWN ON SAID TRACT NO. 5683; THENCE NORTHERLY ALONG SAID PARALLEL LINE TO THE CURVED NORTHWESTERLY LINE OF SAID LOT C, SAID CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 450.09 FEET THENCE NORTHERLY ALONG SAID CURVED LINE TO A LINE PARALLEL WITH AND 1301.80 FEET SOUTHERLY OF THE SOUTHERLY LINE OF ORANGE STREET, 60 FEET WIDE, AS SHOWN ON SAID TRACT NO. 5683; THENCE EASTERLY ALONG SAID PARALLEL LINE TO A LINE PARALLEL WITH AND 214.75 FEET WESTERLY OF SAID WESTERLY LINE OF DATE AVENUE; THENCE NORTHERLY ALONG SAID PARALLEL LINE TO THE WESTERLY PROLONGATION OF THE NORTHERLY LINE OF SAID LOT 7; THENCE ALONG SAID PROLONGATION AND NORTHERLY LINE TO SAID WESTERLY LINE OF DATE AVENUE.

SAID LAND IS PARCEL 3 OF LOT LINE ADJUSTMENT 01-2002 RECORDED JULY 23, 2002 AS INSTRUMENT NO. 02-1714836 OF OFFICIAL RECORDS.

**Exhibit 1-C**

Existing Site Plan

(Attached)

**Exhibit 2**

[Tract Map]

(Attached)

**Exhibit 3**

Preliminary Phasing Plan

(Attached)

**Exhibit 4**

(Water Board NFA letter and Deed Restriction)