

UNCODIFIED ORDINANCE NO. ____

AN UNCODIFIED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMMERCE APPROVING AND ADOPTING DEVELOPMENT AGREEMENT NO. 18-033 BETWEEN THE CITY OF COMMERCE AND CITADEL HOLDINGS GROUP, LLC AND WASH-TEL COMMERCE, LLC FOR THE DEVELOPMENT OF A TEN ACRE PARCEL AT THE CORNER OF WASHINGTON BOULEVARD AND TELEGRAPH ROAD FOR COMMERCIAL, PUBLIC FACILITY AND INDUSTRIAL PURPOSES; MAKING FINDINGS CONSISTENT WITH AND PURSUANT TO GOVERNMENT CODE SECTION 65867.5; AND MAKING FINDINGS OF A CEQA ENVIRONMENTAL IMPACT REPORT

WHEREAS, the State of California enacted California Government Code Sections 65864 et seq. ("Development Agreement Statutes") to authorize municipalities to enter into development agreements with those having an interest in real property to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development in connection with the development of real property within their jurisdiction;

WHEREAS, the purpose of the Development Agreement Statutes is to authorize municipalities, in their discretion, to establish certain development rights in real property for a period of years regardless of intervening changes in land use regulations, to vest certain rights in the Applicant, and to meet certain public purposes of the local government;

WHEREAS, as authorized by the Development Agreement Statutes, the City of Commerce ("City") has adopted Resolution No. 18-50 ("A Resolution of the City Council of the City of Commerce Approving Procedures and Requirements for the Processing of Development Agreements") establishing the procedures and requirements for the consideration of development agreements with the City;

WHEREAS, the City has received an application for a Development Agreement from Citadel Holdings Group, LLC ("Citadel") and Wash-Tel Commerce, LLC ("Wash-Tel") for the development of a ten acre parcel at the corner of Washington Boulevard and Telegraph Road for commercial, public facility and industrial purposes;

WHEREAS, Citadel and Wash-Tel currently hold a legal or equitable interest in real property considered in the Development Agreement, consisting of an approximately 10 acre parcel of land at the northwest corner of Washington Boulevard and Telegraph Road located in the City of Commerce, County of Los Angeles, State of California (the "Site");

WHEREAS, Citadel and Wash-Tel intend to develop the Site for commercial, public facility and industrial uses, including a Zone Change from C-2 to PF and C-2 to M-2 for a portion of the property in Area 3 ("Project");

WHEREAS, all procedures of the California Environmental Quality Act ("CEQA"), California Public Resources Code §21000 et seq., and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 et seq. have been satisfied;

WHEREAS, the City has adopted City Council Resolution No. _____ approving an Environmental Impact Report (SCH 2016091024), Mitigation Monitoring and Reporting Program and Statement of Overriding Considerations for the Project;

WHEREAS, the Planning Commission considered the provisions of the Development Agreement at a duly noticed public hearing on June 3, 2019, wherein all interested parties were

given an opportunity to be heard regarding the Agreement, and recommended approval and adoption of the Development Agreement to the City Council, pursuant to an adopted Resolution, which is incorporated herein by this reference;

WHEREAS, after conducting a duly noticed public hearing on July 2, 2019 in accordance with the City's applicable ordinances and resolutions, and after independent review, consideration, analysis of staff's recommendations, oral and written testimony, and the record as a whole, the City Council approved the execution of this Development Agreement. The City Council made findings after due study, deliberation, and public hearing, and found the Project: consistent with the goals, objectives, policies, general land uses and programs specified in the General Plan and any applicable special plan; compatible with the uses authorized in the City's standards, codes, and zoning laws; in conformity with the public necessity, public convenience, general welfare and good land use practices; in accordance with the Development Agreement Statutes, including Government Code Section 65864 through 65869.5; will not be detrimental to the health, safety and general welfare of the City; will not adversely affect the orderly development of property or the preservation of property values; will have a positive fiscal impact on the City; and is in the best interest of the City of Commerce and its residents;

WHEREAS, the City has given public notice of its intention to adopt this Development Agreement and has conducted a public hearing thereon pursuant to California Government Code §65867; specifically, pursuant to California Government Code Sections 65867 and 65090, the City of Commerce published legal notice in the Los Cerritos News of City Council's consideration of this proposed Development Agreement and mailed out notice to property owners located within 500 feet of the Site, indicating the public hearing to be held by the City of Commerce City of Council on July 2, 2019; and

WHEREAS, all other legal prerequisites to the approval and adoption of this Ordinance approving and adopting this Development Agreement have occurred.

NOW, THEREFORE, the City Council of the City of Commerce does ORDAIN as follows:

SECTION 1: RECITALS. That based upon staff reports, presentations, public testimony, and all other matters presented during the public hearing on this item, the City Council hereby finds and declares that the foregoing recitals are true and correct and incorporates them herein as findings and as a substantive part of this Ordinance.

SECTION 2: ADDITIONAL FINDINGS. Pursuant to the Government Section Code 65864 through 65869.5 and in light of the record before it including the staff report (and all attachments), and all evidence and testimony heard at the public hearing for this item, and in light of all evidence and testimony provided in connection with this Project, the City Council makes the following FINDINGS pertaining to the Development Agreement and Zone Change as related to the proposed disposition of the Site for purposes of the Project:

FINDING 1: The proposed Development Agreement and Zone Change are consistent with the goals and policies of the General Plan, its purposes and applicable Specific Plan(s).

Evidence: The proposed use is consistent with the objectives, policies, general, uses, and programs of the Commerce General Plan. This project is consistent with the General Plan in that it contributes to help establish an orderly pattern of development, economic development, and a wide range of activities. The project will also improve an existing development with desired amenities. It will improve upon that use and help compliment the general vicinity. The project will provide needed economic development to the community. The Project implements the following policies of the General Plan:

a. Community Development Policy 2.1: The City of Commerce will encourage and promote the development of a quality retail and commercial entertainment district in the vicinity of Telegraph Road, north of the Santa Ana Freeway.

b. Community Development Policy 2.2: The City of Commerce will encourage and promote the development of quality restaurants in the City to serve residents and visitors alike, and discourage the further proliferation of fast food restaurants in the City.

c. Community Development Policy 2.3: The City of Commerce will promote the development of larger, more efficient, commercial retail shopping centers as opposed to smaller "strip commercial" centers.

d. Community Development Policy 2.8: The City of Commerce will continue to encourage the development of a high-intensity, highly visible, commercial corridor consisting of offices, hotels, and retail and entertainment uses along Telegraph Road, extending from Hoefner Avenue to Vail Avenue.

e. Community Development Policy 4.1: The City of Commerce will explore the feasibility of developing an area devoted to active family recreation.

f. Community Development Policy 4.2 The City of Commerce will promote the development of commercial enterprises that provide family entertainment.

g. Community Development Policy 4.3: The City of Commerce will continue to promote the development of the Citadel and neighboring areas as a focal point for family entertainment.

FINDING 2: That the proposed change of zone will not adversely affect surrounding properties.

Evidence: The area subject to the zone change already includes some entertainment and commercial type uses. The subject Zone Change will facilitate a continued transition of these areas to commercial and entertainment uses, as well as allow for greater flexibility in the event these areas are redeveloped.

FINDING 3: That the proposed change of zone promotes public health, safety, and general welfare and serves the goals and purposes of this Title 19.

Evidence: The proposed Zone Change promotes the public health, safety and welfare by implementing the City's goal of creating an entertainment/destination center along the Telegraph Road corridor. Transforming this area would bring quality uses to better serve the City's residents and visitors. Creating a viable commercial area would also help to contribute to the long-term economic viability of the City.

SECTION 3: INCORPORATION, APPROVAL AND EXECUTION OF DEVELOPMENT AGREEMENT. Based upon the findings outlined hereinabove, the City Council of the City of Commerce hereby approves Development Agreement 18-033, and inclusive of exhibits thereof, incorporated herein by this reference, between the City of Commerce and Citadel Holding Group, LLC (a Delaware limited liability company), and Wash-Tel Commerce, LLC, and authorizes the Mayor to execute the Development Agreement subject to final and technical revisions as required and approved by the City Attorney.

SECTION 4. ZONE CHANGE APPROVAL. Based upon the above findings, the proposed Zone Change from C-2 to M-2 and from C-2 to PF for the portion of the Site designated on Exhibit "A" attached hereto is hereby enacted and approved. The "Official Zoning Map" of the City, as adopted by Section 19.03.020 of Chapter 19.39, Title 19 of the Commerce Municipal Code and previously amended, is further amended by placing the properties described in Exhibit "A" of this Ordinance into the M-2 (Unlimited Commercial) zone and the PF zone, as applicable.

SECTION 5: SEVERABILITY. If any section, subsection, line, sentence, clause, phrase, word, part, provision, or portion of this Ordinance, or its application to any individual, entity, or circumstance, for any reason, is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, and shall continue in full force and effect. To this end, any section, subsection, line, sentence, clause, phrase, word, part, provision, or portion of this Ordinance is severable. The City Council of the City of Commerce declares that this Ordinance would have been adopted by the City Council of the fact that any section, subsection, line, sentence, clause, phrase, word, part, provision, or portion thereof, might be declared to be invalid or unconstitutional.

SECTION 6: EFFECTIVE DATE. This Ordinance shall take effect on the thirty-first (31st) day after its adoption.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2019.

John Soria
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

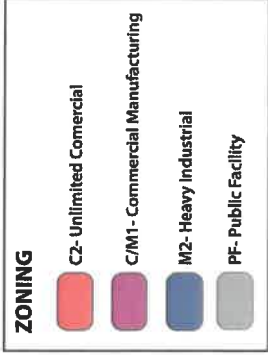
City Attorney
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMMERCE

I, LENA SHUMWAY, CITY CLERK of the City of Commerce do hereby certify that the foregoing Ordinance was adopted at a regular meeting of the City Council of the City of Commerce held on the _____ day of July, 2019 by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

City Clerk

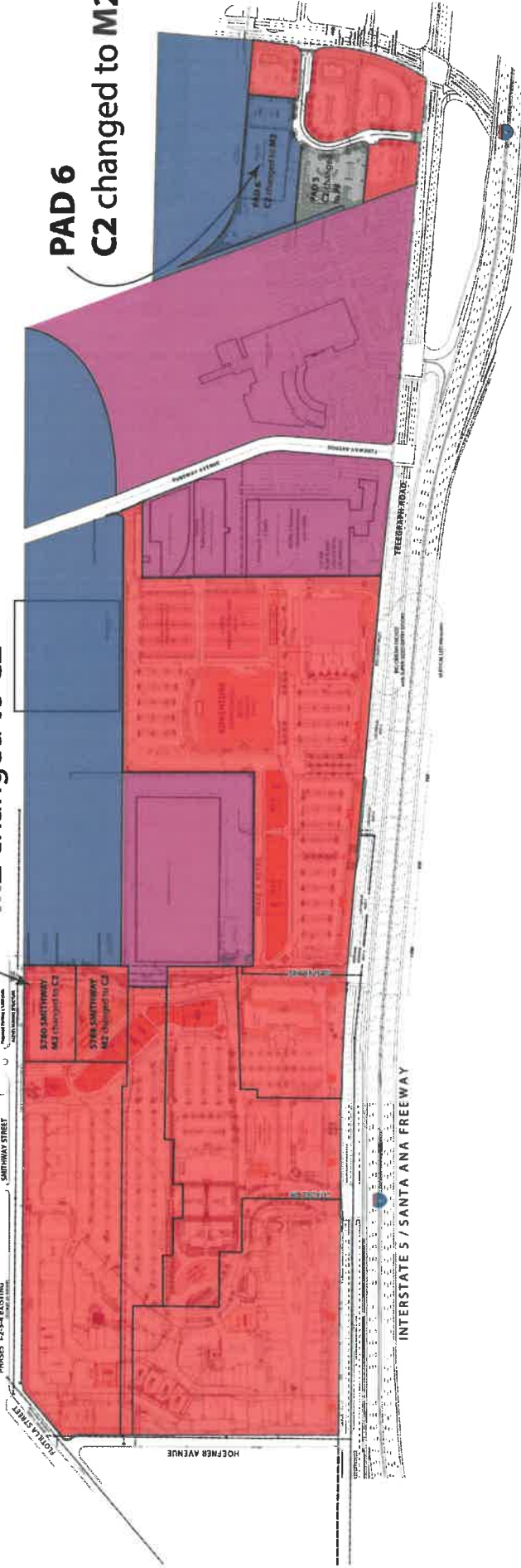
EXHIBIT A



5780 & 5788 SMITHWAY
M2 changed to C2

PAD 6
C2 changed to M2

PHASES 1-2-3-4 EXISTING
PHASE 5
5780 SMITHWAY
M2 changed to C2
5788 SMITHWAY
M2 changed to C2



PROPOSED ZONING CHANGES

| | | | | | |
|-------------------|---------------------|------------------|--|------|------|
| Overall Site Plan | | Scale: 1" = 200' | 0 | 200' | 400' |
| Issue ID | Issue Name | Issue Date | Scale as noted on 21" x 34" print sheets | | |
| EIR | 10.8 Acre Site Plan | 1/24/19 | | | |
| EIR | ZONING MAP Boundary | 16 MAY 19 | | | |

Conceptual Sitefront and Lease Plan as shown is subject to change and is used as illustration for discussion purposes. Landlord reserves the right to execute all or part of this concept. Grid spacing is subject to change.
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All drawings and written material appearing herein constitutes original and unpublished work of Studio Progetti and may not be used or disclosed without prior written consent of Studio Progetti.
CIT6_MasterPlan_v22.pln

DRAWING FOR DESIGN INTENT ONLY.
NOT INTENDED FOR CONSTRUCTION.

DEVELOPMENT AGREEMENT NO. 18-033

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO

City of Commerce

Attn: City Clerk

Space Above This Line for Recorder's Use
(Exempt from Recording Fees per Gov't Code § 27383)

**DEVELOPMENT AGREEMENT DA 2019-2
("10.62-Acre Property")**

BY AND BETWEEN

THE CITY OF COMMERCE,

and

WASH-TEL COMMERCE, LLC

AND

CITADEL HOLDINGS GROUP, LLC

(10 Acre Site)

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DEVELOPMENT AGREEMENT DA 2019-2
("10.62-Acre Property")

THIS DEVELOPMENT AGREEMENT DA 2019-2 (this "Agreement") is entered into as of the ___ day of _____, 2019 (the "Reference Date"), by and between the CITY OF COMMERCE, a California municipal corporation and general law city existing under the Constitution of the State of the California ("City"), and WASH-TEL COMMERCE, LLC, a California limited liability company ("Wash-Tel") and CITADEL HOLDINGS GROUP, LLC, a Delaware limited liability company ("Citadel"). Wash-Tel and Citadel are sometimes referred to in this Agreement cumulatively as the "Developer" for their respective rights and obligations as more particularly set forth in this Agreement. The City and Developer are occasionally referred to herein collectively as the "Parties." This Agreement is entered into with reference to the following:

R E C I T A L S:

A. California Government Code Sections 65864-65869.5 (the "Development Agreement Act") authorize City to enter into a binding development agreement for the development of real property within its jurisdiction with persons having a legal or equitable interest in such real property.

B. The property that is the subject of this Agreement is approximately 10.62 acres site located in the City of Commerce, County of Los Angeles, California, and more particularly described on Exhibit "A" and depicted on Exhibit "A-1" attached hereto and by this reference incorporated herein (the "10.62-Acre Property").

C. The Successor Agency to the Commerce Community Development Commission ("Successor Agency") as seller and Wash-Tel and Craig Realty Group Citadel, LLC, a California Limited Liability Company ("Craig") as buyers entered into a Contingent Agreement to Purchase and Sell Real Estate and Escrow Instructions dated May, 2017 ("Original Purchase Agreement"), pursuant to which Successor Agency agreed to sell and Wash-Tel and Craig agreed to buy the 10.62-Acre Property, as more particularly described therein. For purposes of this Agreement, approximately 3.0 acres of the 10.62-Acre Property is referred to as the "Citadel Use Property" located in the City of Commerce, County of Los Angeles, State of California, more particularly described on Exhibit "B" and depicted on Exhibit "B-1" attached hereto and by this reference incorporated herein. For purposes of this Agreement, approximately 7.62 acres of the 10.62-Acre Property is referred to as the "Wash-Tel Use Property" located in the City of Commerce, County of Los Angeles, State of California, more particularly described on Exhibit "C" and depicted on Exhibit "C-1" attached hereto and by this reference incorporated herein.

D. On or about August 6, 2018, Successor Agency, Wash-Tel and Craig entered into a First Amendment to the Original Purchase Agreement ("First Amendment"), which provided generally that City would retain approximately 1.8 acres of the Wash-Tel Use Property (the "1.8-Acre Property"), located in the City of Commerce, County of Los Angeles, State of California,

more particularly described on Exhibit "D" and depicted on Exhibit "D-1" attached hereto and by this reference incorporated herein, to which the City had the right to develop as a "Public Safety Facility" as more particularly described in the First Amendment. Collectively, the Original Purchase Agreement and First Amendment are referred to herein as the "10.62-Acre Property Purchase and Sale Agreement". The retaining, development, and use by the City of the 1.8-Acre Property for the Public Safety Facility is a separate and independent project from the "Project" as defined in this Agreement, and neither the 1.8-Acre Property nor the Public Safety Facility shall be subject to or governed by this Agreement. For purposes of this Agreement, the 10.62-Acre Property less the 1.8-Acre Property are referred to as the "Property" or "Subject Property" subject to the terms and conditions of this Agreement (and Wash-Tel and Craig's rights and obligations relating to the portions of the Property as set forth in this Agreement) from and after the Effective Date for the Term of this Agreement. In addition, and in further explanation of the separate and independent project on the 1.8-Acre Property for the Public Safety Facility, on or about June 18, 2019: (i) the City Council adopted a resolution approving a 30-year ground lease between the City and third party Silverado Management (which is not an affiliate of Developer nor a party to this Agreement) for the Public Safety Facility on the 1.8-Acre Property; (ii) the City Council considered a possible expansion of the 1.8-Acre Property, up to and including potentially 4.5 acres of the 10.62-Acre Property, whereby the City would retain that additional acreage for a separate and independent project relating to public use facilities, and the purchase price for Developer to acquire the remaining acreage from the 10.62-Acre Property would be reduced commensurately by the square footage/acreage actually retained by the City, as described in the Agenda Report for the consideration by the City Council of this item on June 18, 2019; and (iii) any additional square footage/acreage retained by the City, up to 4.5 acres of the 10.62-Acre Property, would not be referred to or included as the "Property" or "Subject Property" subject to the terms and conditions of this Agreement (and Wash-Tel and Craig's rights and obligations relating to the portions of the Property as set forth in this Agreement) from and after the Effective Date for the Term of this Agreement. For purposes of this Agreement, the 1.8-Acre Property plus any additional acreage (up to 4.5 acres of the 10.62-Acre Property) retained by the City as described in this Recital may be referred to collectively as the "City Retained Property," and the separate and independent projects of the City for the Public Safety Facility and other public use facilities on the City Retained Property may be referred to collectively as the "City Retained Property Separate Projects."

E. On or about May 28, 2018 City purchased the Property from Successor Agency, subject to the terms of the Original Purchase Agreement, and the rights of Wash-Tel and Craig in the Original Purchase Agreement.

F. Craig assigned and transferred all of its right, title, interest and obligations in and to the 10.62 Acre Property and the 10.62 Acre Property Purchase and Sale Agreement to Citadel by that certain Assignment, Assumption, and Consent Agreement dated October 16, 2018, by and among Craig, Citadel, Wash-Tel and Successor Agency (referred to herein as the "10-Acre Property Assignment Agreement"). City consented and agreed to Developer being the assignee pursuant to the 10-Acre Property Assignment Agreement.

G. As more particularly detailed in the Site Plan, the Developer's proposed project generally involves the development of three restaurants (including one sit down restaurant); an approximately 50,000 square foot industrial building; uses identified in the Site Plan; and other

uses relating to the operations and expansion of the Citadel Outlets (retail and commercial center) located in the City (the "Project").

H. Developer has submitted to the City applications for the approval of this Agreement.

I. Among other purposes, this Agreement is intended to be, and shall be construed as, a development agreement within the meaning of the Development Agreement Act. This Agreement will eliminate uncertainty and ensure orderly development of the Project, ensure a desirable and functional community environment, provide effective and efficient development of public facilities, infrastructure, and services appropriate for the development of the Project, and assure attainment of the maximum effective utilization of resources within City, by achieving the goals and purposes of the Development Agreement Act. In exchange for these benefits to City, Developer desires to receive the assurance that it may proceed with development of the Project in accordance with the terms and conditions of this Agreement and the Development Approvals, all as more particularly set forth herein.

J. All actions taken by City have been duly taken in accordance with all applicable legal requirements, including the California Environmental Quality Act (California Public Resources Code Sections 21000, *et seq.*) ("CEQA"), and all other requirements for notice, public hearings, findings, votes and other procedural matters. The City approved the Environmental Impact Report (and, if applicable, a Mitigation Monitoring Program) for the Project on _____, 2019.

K. The City of Commerce Planning Commission held a public hearing on _____, 2019 and heard all comments concerning the proposed Development Agreement. After reviewing the proposed Development Agreement and considering all public testimony, the Planning Commission recommended approval of the Development Agreement.

L. The City Council of the City of Commerce has found that this Agreement is in the best public interest of the City and its residents. The City Council has determined that the Project and this Agreement are consistent with City's General Plan, including the goals and objectives thereof. On _____, 2019, the City Council introduced Ordinance No. ____, and on _____, 2019, the City Council adopted Ordinance No. ____ approving this Agreement.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. DEFINITIONS & DEVELOPER PROVISIONS.

1.1 Definitions.

This Agreement uses a number of terms having specific meanings, as defined below. These specially defined terms are distinguished by having the initial letter capitalized when used in this

Agreement. In addition to the capitalized terms elsewhere in this Agreement, the defined terms include the following:

“*Agreement*” means this Development Agreement.

“*Citadel Retail Development*” means the Citadel Outlets (retail and commercial center) as defined and referenced in Development Agreement 2019-1, on file with the City Clerk and approved on or about even date as this Agreement.

“*Citadel Use Property*” is defined in Recital C. Developer intends, upon the Effective Date of this Agreement, to rezone the Citadel Use Property from commercial C-2 to M-2. A Plot Plan Map showing the existing and proposed zoning of the Citadel Use Property is attached hereto as Exhibit “B-2” and incorporated herein by reference.

“*City*” means the City of Commerce, a California general law city and municipal corporation.

“*City Administrator*” means the City’s City Administrator, or designee as determined by the City Administrator.

“*City Council*” means the City Council of City.

“*City Retained Property*” is defined in Recital D.

“*City Retained Property Separate Projects*” is defined in Recital D.

“*Development*” means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project, including, but not limited to: demolition of existing structures, rough and fine grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the Property; and the installation of landscaping and improvements. “Development” also includes the maintenance and repair, of any building, structure, improvement, landscaping or facility after the construction and completion thereof on the Property.

“*Development Agreement Act*” is defined in Recital A.

“*Development Approvals*” means any and all permits, licenses, consents, rights and privileges, and other actions approved or issued by City in connection with the Development on or before the Effective Date, including but not limited to:

- i) General plans and general plan amendments;
- ii) Specific plans and specific plan amendments
- iii) Zoning, rezoning, change of zone and zoning amendments;
- iv) Approved conceptual site design and architectural plans for the Project, with conditions;

- v) Tentative and final parcel maps;
- vi) Applicable environmental documentation and mitigation measures (if any) pursuant to the California Environmental Quality Act, including the Environmental Impact Report (and, if any, a Mitigation Monitoring Program).
- vii) Demolition, grading and building-related permits.
- viii) The Site Plan.

“Developer” means Wash-Tel for all rights and obligations under this Agreement applicable to the Wash-Tel Use Property, and *“Developer”* means Citadel for all rights and obligations under this Agreement applicable to the Citadel Use Property, where specified in this Agreement, and their respective affiliates and/or successors in interest to all or any part of this Agreement, or (for Wash-Tel) the Wash-Tel Use Property or any portions thereof, and/or (for Craig) the Citadel Use Property or any portions thereof.

“Effective Date” means the date that this Agreement shall take effect as defined in Section 2.2 of this Agreement.

“Environmental Assessment” means the environmental impact report, mitigated negative declaration, negative declaration, exemption or other environmental document approved for the Project pursuant to the California Environmental Quality Act (“CEQA”).

“Existing Land Use Regulations” means all ordinances, resolutions, codes, rules, regulations and official policies of City, including but not limited to City’s development impact fees or similar development mitigation fees and all other fees chargeable by City for the Project, adopted and effective on or before the Effective Date, including, without limitation, the permitted use of land, the density or intensity of use, the rate of development of land, subdivision requirements, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the Development, including, but not limited to, the Development Approvals.

“First Amendment” is defined in Recital D.

“Mitigation Measures” mean those requirements imposed on the Project for environmental mitigation identified as part of the Environmental Assessment.

“Mortgagee” means a mortgagee as defined in Section 7.2 of this Agreement.

“Off-Site Improvements” means the Perimeter Improvements and off-site improvements not on the Subject Property, which are required for the Project and directly attributable to the impacts of the Project, such as perimeter roadway, sewer lines, and storm drain improvements, as identified in the Development Approvals and are consistent with the Site Plan.

“Original Purchase Agreement” is defined in Recital C.

“Perimeter Improvements” means the design, approval, construction, installation and maintenance of roadways, curbs, gutters, sidewalks, street trees, street lights, landscaping, all approved plant material, irrigation systems and walls located on the perimeter of the Property required as part of the Development Approvals and are consistent with the Site Plan.

“Project” means the Development as set forth in the Site Plan and described in Recital G and consistent with the Development Approvals.

“Property” and *“Subject Property”* are defined in Recital D. The term *“Property”* and *“Subject Property”* shall mean the land, together with (i) all improvements now or hereafter constructed thereon (*“Improvements”*); (ii) all rights, privileges, easements, licenses and interests appurtenant thereto (collectively *“Appurtenances”*); and (iii) all intangible property (*“Intangible Property”*) and tangible personal property (*“Personal Property”*) owned or held in connection with the land or located on the land, including without limitation, development rights, governmental approvals and land entitlements.

“Reservation of Authority” means the rights and authority excepted from the assurances and rights provided to Developer under this Agreement and reserved to City under Section 2.8.

“Schedule of Performance” is defined in Section 4.1 of this Agreement.

“Site Map” means the site map attached hereto as Exhibit “E”.

“Site Plan” means the site plan depicting the general design, land uses, and overall development of the Project, entitled *“CITADEL OUTLETS Masterplan Development for Citadel Outlets – City of Commerce – Dated 25 September 2018 and Rev. 21 November 2018”* as set forth in Exhibit “F” and incorporated herein by this reference.

“Subsequent Development Approvals” means all Development Approvals issued subsequent to the Effective Date in connection with the Development.

“Subsequent Land Use Regulations” means any Land Use Regulations adopted and effective after the Effective Date governing development and use of the Property.

“Wash-Tel Use Property” is defined in Recital C.

“1.8-Acre Property” is defined in Recital D.

“10.62-Acre Property” is defined in Recital B.

“10.62-Acre Property Purchase and Sale Agreement” is defined in Recital D.

1.2 Developer Provisions: Rights and Obligations Apportioned; No Cross-Default.

As provided in the definition of Developer (above), Wash-Tel’s rights and obligations as the “Developer” under this Agreement apply only to the Wash-Tel Use Property, and Craig’s rights and obligations as the “Developer” under this Agreement apply only to the Citadel Use Property.

Any failure to perform, default, or breach of this Agreement solely by Wash-Tel shall not be a failure to perform by Craig or default or breach of this Agreement by Craig, and City's recourse under this Agreement shall be limited solely against Wash-Tel; similarly, any failure to perform, default, or breach of this Agreement solely by Craig shall not be a failure to perform by Wash-Tel or default or breach of this Agreement by Wash-Tel, and City's recourse under this Agreement shall be limited solely against Craig. There shall be no cross-defaults or joint and several liability against Wash-Tel and Craig merely because this Agreement uses the term "Developer" to apply to Wash-Tel for those rights and obligations it has over the Wash-Tel Use Property and to apply to Craig" for those rights and obligations it has over the Citadel Use Property. This provisions in this Section 1.2 shall survive the termination of this Agreement.

2. GENERAL TERMS AND DEVELOPMENT STANDARDS AND LIMITATIONS.

2.1 Term.

The term of this Agreement shall commence on the Effective Date and shall continue for 25 years (the "Term"), unless said term is otherwise terminated, modified, or extended by circumstances set forth in this Agreement or by mutual consent of the Parties hereto after the satisfaction of all applicable public hearing and related procedural requirements under the Development Agreement Act.

2.2 Effective Date.

This Agreement shall be effective, and the obligations of the Parties hereunder shall be effective, on the date that is the day after the expiration date to subject the ordinance approving this Agreement to referendum pursuant to Government Code Section 65867.5(a) ("Effective Date"). The Effective Date shall be memorialized in writing between the parties, and City shall record or cause to be recorded this Agreement on the 10.62 Acre Property in the County Recorder of Los Angeles County.

2.3 Binding Effect of Agreement.

From and following the Effective Date, the Development, and City actions on applications for Subsequent Development Approvals affecting the Property, shall be subject to the terms and provisions of this Agreement.

2.4 Ownership of Property.

City and Developer acknowledge and agree that Developer has a legal or equitable interest in the Property and thus Developer is qualified to enter into and be parties to this Agreement under the Development Agreement Law. Developer has an agreement to purchase the Property.

2.5 Amendment or Cancellation.

Except as expressly stated to the contrary herein, this Agreement may be amended or canceled in whole or in part only by mutual consent of the Parties and in the manner provided for in the Development Agreement Act.

2.6 Termination.

Unless terminated earlier, pursuant to the terms hereof, this Agreement shall automatically terminate and be of no further effect upon the expiration of the Term. Termination of this Agreement, for any reason, shall not, by itself, affect any right or duty arising from entitlements or approvals set forth under the Development Approvals.

2.7 Intent.

City acknowledges that Developer has reasonably entered into this Agreement and will proceed with the Project on the assumption that City has adequately provided for the public health, safety and welfare through the Land Use Regulations. In the event that any future, unforeseen public health or safety emergency arises, City agrees that it shall attempt to address such emergency in such a way as not to impact the Development in accordance with this Agreement and/or the Development Approvals, and if that is not possible, to select that option for addressing the emergency which has the least adverse impact on the Development in accordance with this Agreement and/or the Development Approvals.

2.8 Reservation of Authority by City.

Notwithstanding any other provision of this Agreement, the following Subsequent Land Use Regulations shall apply to the Development:

- (a) Processing fees and charges existing on the Effective Date. Processing fees and charges adopted by ordinance or resolution by the City Council after the Effective Date to cover the estimated actual costs, supported by a duly prepared and adopted cost/nexus report that supports those estimated actual costs, in effect at the time of submittal for an application of a permit or entitlement pursuant to the Development Approvals. For purposes of this subdivision and Agreement, "processing fees and charges" includes "fees" as defined in Sections 66013 and 66014 of the Government Code (as that section existed on the date of the Effective Date), but "processing fees and charges" shall not include any development impact fees or similar development mitigation fees of any kind whatsoever (including but not limited to "fees" as described or defined in: Chapter 4.7 (commencing with Section 65970), Chapter 4.9, (commencing with Section 65995), and Chapter 5 (commencing with Sections 66000) of Division 1 of Title 7 of the Government Code; Section 66377 of the Government Code; and Article 5 (commencing with Section 66483) of Chapter 4 of Division 2 of Title 7 of the Government Code, as those sections may be amended or renumbered from time to time) that the City may currently have or may adopt on or after the Effective Date of this Agreement, where such fee or charge is not imposed to cover only the City's costs for processing a permit or entitlement application. Notwithstanding any other provision of this subparagraph (a), impact fees or charges required by the environmental assessment document for this Project, and any fees, charges, impact or mitigation fees or charges imposed by a third party other than the City, shall be paid by Developer.
- (b) Procedural regulations consistent with this Agreement relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matters of procedure.
- (c) Changes adopted by the International Conference of Building Officials, or other similar body, as part of the then most current versions of the Uniform Building

Code, Uniform Fire Code, Uniform Plumbing Code, Uniform Mechanical Code, or National Electrical Code, and also adopted by City as Subsequent Land Use Regulations.

- (d) Regulations in conflict with the Development Approvals, but which are reasonably necessary to protect the public health, safety, and welfare, subsequent to the Development Approval(s) In such instance the City must adopt written findings based on substantial evidence that implementation of the development agreement would create a condition injurious to the health, safety, or welfare of city residents.
- (e) Regulations that are not in conflict with the Development Approvals and this Agreement.
- (f) Regulations that are in conflict with the Development Approvals provided Developer has given written consent to the application of such regulations to the Development.
- (g) Federal or State, County, and multi-jurisdictional laws and regulations specifically required to be enforced as against the Property or the Development pursuant to Government Code Section 658695.

2.9 Future Discretion of City.

This Agreement shall not prevent City, in acting on Subsequent Development Approvals, from applying Subsequent Land Use Regulations which do not conflict with this Agreement and/or the Development Approvals, nor shall this Agreement prevent City from denying or conditionally approving any Subsequent Development Approval on the basis of the Existing Land Use Regulations or any Subsequent Land Use Regulation not in conflict with this Agreement and/or the Development Approvals.

2.10 Modification or Suspension by Federal, State, County, or Multi-Jurisdictional Law.

In the event that Federal, State, County, or multi-jurisdictional laws or regulations, enacted after the Effective Date or as decided by binding case law, prevent or preclude compliance with one or more of the provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such Federal, State, County, or multi-jurisdictional laws or regulations, and, subject to the next sentence, this Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations and to the extent such laws or regulations do not render such remaining provision impractical to enforce. Notwithstanding the foregoing sentence, either Party may pursue early termination of this Agreement pursuant to the Development Agreement Act if any Federal, State, County, or multi-jurisdictional laws or regulations render the Project and/or the Development financially infeasible as determined in that Party's reasonable discretion.

2.11 Regulation by Other Public Agencies.

It is acknowledged by the Parties that other public agencies not subject to control by City may possess authority to regulate aspects of the Development, and this Agreement does not limit the authority of such other public agencies.

2.12 Additional Applicable Codes and Regulations.

City reserves the right to apply the Uniform California building, electrical, mechanical, fire and other building codes as may be adopted in, or incorporated by reference into, the City of Commerce Municipal Code, as existing on the Effective Date or as may be enacted or amended thereafter, applied to the Project in a nondiscriminatory manner.

2.13 Amendment to Applicable Ordinances.

In the event the City Zoning Code is amended by the City in a manner which provides more favorable site development standards than those in effect as of the Effective Date, Developer shall have the right to notify City in writing of its desire to be subject to the new standards for the remaining term of this Agreement. If City agrees, by resolution of the City Council or by action of a City official whom the City Council may designate, such new standards shall become applicable to the Subject property. Should City thereafter amend such new standards, upon the effective date of such amendment, the original new standards shall have no further application to the Subject Property, but Developer may notify City and City may agree by resolution to apply such amended new standards to the Property.

2.14 Processing Fees; Development Impact and Mitigation Fees.

This Agreement shall not be construed to limit the authority of the City to charge processing fees or charges (as described in Section 2.8(a) of this Agreement) for land use approvals, building permits or other similar permits or entitlements, when due and payable during the Development of the Project at the rates which are in force and effect on a City-wide basis at the time application is made for the applicable permit or entitlement. Any City development impact fees or similar development mitigation fees imposed on the development of the Project shall be imposed at the rate (if any) in effect at Effective Date of this Agreement. If the City did not impose a development impact fee or other similar development mitigation fee as of the Effective Date, Developer shall have no obligation to pay any such fee that may be adopted by the City after the Effective Date of this Agreement in connection with the development of the Project. For purposes of this section and Agreement, "development impact fees or similar development mitigation fees" includes development impact fees of any kind whatsoever (including but not limited to "fees" as described or defined in: Chapter 4.7 (commencing with Section 65970), Chapter 4.9, (commencing with Section 65995), and Chapter 5 (commencing with Sections 66000) of Division 1 of Title 7 of the Government Code; Section 66377 of the Government Code; and Article 5 (commencing with Section 66483) of Chapter 4 of Division 2 of Title 7 of the Government Code, as those sections may be amended or renumbered from time to time), where such fee or charge is not imposed to cover only the City's costs for processing a permit or entitlement application. Notwithstanding any other provision of this Section 2.14, impact fees or charges required by the environmental assessment document for this Project, and any fees, charges, impact or mitigation fees or charges imposed by a third party other than the City, shall be paid by Developer.

3. DEVELOPER'S RIGHTS AND LIMITATIONS REGARDING DEVELOPMENT OF THE PROJECT.

3.1 Project.

The Project consists generally of the development and construction described in Recital G of this Agreement. The Project is defined and described in the Site Plan which specifies all of the following aspects of the Project: (i) proposed uses of the Subject Property; (ii) height and size of buildings to be constructed on the Subject Property; (iii) density and intensity of use of the Subject Property; and (iv) other development and construction standards set forth therein. The project is also defined and described, and shall be consistent with, the project description set forth in the City-approved Environmental Assessment.

3.2 Right to Develop.

Developer shall have a vested right to develop the Property in accordance with, and to the extent of, the Site Plan, Development Approvals, and this Agreement. The Developer shall have the right to develop the Project in phases and in re-ordered phases from those generally described in the Schedule of Performance. Inclusive in the right to develop is the Developer's right to subdivide the Subject Property at any time during the Term pursuant to this Agreement, Existing Land Use Regulations, and any other applicable subdivision requirements under the Subdivision Map Act (Government Code § 66410 *et seq.*), if such subdivision is consistent with the Project and Site Plan. If Developer seeks to subdivide any portion of the Subject Property, City and Developer shall coordinate and use best efforts to plan for and effectuate any preliminary actions needed prior to the submittal by Developer of a subdivision application, it being the intent of the parties to have comprehensive coordination for future subdivision of the Subject Property (if any).

3.3 Effect of Agreement on Land Use Regulations.

The rules, regulations and official policies governing permitted uses of the Property, the density and intensity of use of the Property, the rate or timing of development, the maximum height and size of proposed buildings, and the design, improvement and construction standards and specifications applicable to the Development, shall be those contained in the City's Zoning Code, Existing Land Use Regulations and the Development Approvals which were in full force and effect as of the Effective Date, and to be applied pursuant to the following:

- (a) All development applications which would otherwise have been a variance, conditional use permit, site plan review or administrative review, shall be submitted to, processed and reviewed by the City Administrator instead of the Planning Commission. However development applications involving the use, sale, distribution or consumption of alcoholic beverages which are not specifically designated on the Site Plan on the Effective Date shall require the processing and issuance of a conditional use permit in accordance with the rules, regulations, standards and procedures in the City Zoning Code (Title 19 of the City's Municipal Code, or subsequently enacted title or provisions thereof) in effect at the time the development application is submitted.
- (1) A noticed public hearing shall not be required for review of any development application set forth in subsection 3.3(a) by the City Administrator or designee.
- (2) The City Administrator shall review the development application and determine if the development application is substantially consistent with the applicable development regulations set forth in this Agreement and the Site Plan and Existing Land Use Regulations of the City. If the City Administrator finds such consistency, the City Administrator shall approve or conditionally approve the development application.

- (3) If the City Administrator determines that the development application is not substantially consistent with the applicable development regulations set forth in this Agreement and the Site Plan and Existing Land Use Regulation of the City, the City Administrator may approve or conditionally approve the development application if the City Administrator determines that the development application is substantially consistent with the zoning, development and design standards in existence on the Existing Property.
- (4) If the City Administrator finds that the requirements of subsections (2) or (3) of this subsection 3.3(a) are not met for approval or conditional approval of the development application, the City Administrator may deny the development application or require the applicant to process the development application in accordance with the rules, regulations, standards and procedures in the City Zoning Code ((Title 19 of the City's Municipal Code, or subsequently enacted title or provisions thereof) in effect at the time the development application is submitted.
- (5) The City Administrator shall make a decision to approve, conditionally approve, or deny the development application within thirty (30) days of receiving a completed development application. For reasonable cause the City Administrator may extend the thirty day processing period for a reasonable time not to exceed an additional four (4) months.
- (6) The approval, conditional approval or denial of development applications by the City Administrator shall be made in writing supported by substantial findings.
- (7) The decision of the City Administrator may be appealed directly to the City Council within twenty (20) days of delivery of the written decision to the applicant. Such an appeal must be filed with the City Administrator in writing and contain the specific grounds for the appeal. Appeals may be made by the applicant, a City Council Member, the City Council, or any person who submitted written comments on the development application prior to the decision of the City Administrator.
- (8) The appeal shall be heard by the City Council within thirty (30) days of the filing of the appeal. The City Council is not required to hold a noticed public hearing. The appeal shall be heard by the City Council at an agendaized regular, adjourned or special meeting of the City Council. The appellant and applicant shall receive at least ten (10) days prior written notice of the time and place the appeal will be heard. The appeal shall be based on the record before the City Administrator.
- (9) The City Council shall render a written decision on the appeal within thirty (30) days of the hearing of the appeal. The decision shall be supported by written findings and shall be mailed or personally delivered to the appellant and applicant. The decision of the City Council is the final City action on the matter appealed.
- (b) The Project on the Property shall be developed substantially in compliance with the layout, siting, design, architecture, density, designated uses, height, setback, parking quantities and layout, ingress, egress aisles, turning radii, and landscaping as shown on the Site Plan.

Development of the project shall be consistent with the architecture, size, scale, mass, density and development features of the existing buildings, landscaping, and development features of the existing Citadel development. Subject to the provisions of Section 3.3(a)(3) of this Agreement, to the extent that any development or development application does not substantially comply with the Site Plan, it shall be processed in accordance with the development guidelines and procedures in Title 19 of the City's Municipal Code (or subsequently enacted title or provisions thereof) in effect at the time of the submittal of the application for such land use and/or Subsequent Development Approval.

- (c) To the extent the Site Plan clearly specifies the layout, siting, design, architecture, density, designated uses, height, setback, parking quantities and layout, ingress, egress aisles, turning radii, landscaping and other design or zoning criteria for the Project, except signage requirements, the Site Plan shall regulate the design and zoning criteria for the development of the Project. Subject to the provisions of Section 3.3(a)(3) of this Agreement, to the extent that the Site plan does not clearly specify the layout, siting, design, architecture, density, designated uses, height, setback, parking quantities and layout, ingress, egress aisles, turning radii, landscaping and other design or zoning criteria for the Project, the City Zoning Code (Title 19 of the City's Municipal Code, or subsequently enacted title or provisions thereof) shall regulate that aspect of the development of the Project.
- (d) Land uses shown on the Site Plan shall be considered allowable or conditionally permitted uses, and shall be processed in accordance with the provisions of Section 3.3 of this Agreement. Land uses not shown on the Site Plan as of the Effective Date shall be processed in accordance with the development guidelines and procedures of the City Zoning Code (Title 19 of the City's Municipal Code, or subsequently enacted title or provisions thereof) in effect at the time an application is submitted for the development of such land uses.
- (e) The City is bound with respect to the uses permitted by this Agreement, and as set forth in the Site Plan and Development Approvals, insofar as this Agreement, the Site Plan and the Development Approvals so provide.

3.4 Master Sign Plan

The rules, regulations and official policies governing signage for the Project, the maximum height and size of proposed signs, and the design, improvement and construction standards and specifications applicable to signs in the Project, shall be those contained in the City's Zoning Code, Existing Land Use Regulations and the Development Approvals which were in full force and effect as of the Effective Date, and to be applied pursuant to the following:

- (a) The Master Sign Plan for the Project attached hereto as Exhibit "G" is hereby approved for the Project. To the extent the Master Sign Plan clearly specifies the layout, siting, design, architecture, density, size, height, setback, landscaping and other design or zoning criteria for signage for the Project, the Master Sign Plan shall regulate the design and zoning criteria for the signage for the Project. To the extent that the Master Sign plan does not clearly specify the layout, siting, design, architecture, density, size, height,

setback, landscaping and other design or zoning criteria for signage for the Project, the City Zoning Code (Title 19 of the City's Municipal Code, or subsequently enacted title or provisions thereof) shall regulate that aspect of the signage for the Project.

- (b) All offsite signage subject to the California Outdoor Advertising Act must obtain, comply with and maintain in good standing permits and licenses for such signage.
- (c) All sign permit applications shall be submitted to the City Administrator for review and processing.
 - (1) A noticed public hearing shall not be required for review of any sign permit application set forth in subsection 3.4(c) by the City Administrator.
 - (2) The City Administrator shall review the sign permit application and determine if the sign permit application is substantially consistent with the Master Sign Plan, Existing Land Use Regulations, and the Site Plan. The Master Sign Plan shall control if there is an inconsistency with either Existing Land Use Regulation or the Site Plan, except if the Master Sign Plan or the Site Plan do not regulate a specific design criteria, the Existing Land Use Regulations shall apply. If the City Administrator finds such consistency, the City Administrator shall approve or conditionally approve the sign permit application.
 - (3) If the City Administrator finds that the requirements of subsection (2) of this subsection 3.4(c) are not met for approval or conditional approval of the sign permit application, the City Administrator may deny the sign permit application or require the applicant to process the sign permit application in accordance with the rules, regulations, standards and procedures in the City Zoning Code ((Title 19 of the City's Municipal Code, or subsequently enacted title or provisions thereof) in effect at the time the sign permit application is submitted.
 - (4) The City Administrator shall make a decision to approve, conditionally approve, or deny the sign permit application within thirty (30) days of receiving a completed sign permit application. For reasonable cause the City Administrator may extend the thirty day processing period for a reasonable time not to exceed an additional thirty (30) days.
 - (5) The approval, conditional approval or denial of sign permit applications by the City Administrator shall be made in writing supported by substantial findings.
 - (6) The decision of the City Administrator may be appealed directly to the City Council within twenty (20) days of delivery of the written decision to the applicant. Such an appeal must be filed with the City Administrator in writing and contain the specific grounds for the appeal. Appeals may be made by the applicant, a City Council Member, the City Council, or any person who submitted written comments on the sign permit application prior to the decision of the City Administrator.
 - (7) The appeal shall be heard by the City Council within thirty (30) days of the filing of the appeal. The City Council is not required to hold a noticed public hearing. The

appeal shall be heard by the City Council at an agendized regular, adjourned or special meeting of the City Council. The appellant and applicant shall receive at least ten days prior written notice of the time and place the appeal will be heard. The appeal shall be based on the record before the City Administrator.

- (8) The City Council shall render a written decision on the appeal within thirty (30) days of the hearing of the appeal. The decision shall be supported by written findings and shall be mailed or personally delivered to the appellant and applicant. The decision of the City Council is the final City action on the matter appealed.

3.5 Rezoning of Property

- a. The zoning of the Citadel Use Property is changed from Commercial C-2 to Industrial M-2.

3.6 Subsequent Development Approvals.

City shall accept for processing, review and action all applications for Subsequent Development Approvals, and such applications shall be processed pursuant to this Agreement, and all requisite development application fees shall be calculated based on the rate in effect on the date of submission of the application, and shall be paid at such time as payment for such fees is due and payable for the applicable portion of the Property receiving the permit or entitlement under that application. Development impact or similar development mitigation fees shall be calculated at the rate in effect on the Effective Date, if any rate was then in effect. City further agrees that, unless otherwise requested by Developer, it shall not, without good cause, amend or rescind any Subsequent Development Approvals respecting the Property after City has granted the same.

3.7 Development In Accordance With Agreement and Applicable Law.

Developer shall commence and complete the Development in accordance with this Agreement (including, without limitation, the Existing Land Use Regulations and the Development Approvals) and in compliance with all laws, regulations, rules, and requirements of all non-City governing entities with jurisdiction over the Property.

3.8 Changes and Amendments.

The Parties acknowledge and agree that although the Development of the Project will likely require Subsequent Development Approvals, the Development shall be in strict compliance with the Development Approvals and Site Plan. Notwithstanding the preceding sentence, Developer may determine that changes are appropriate and desirable in the existing Development Approvals. In the event Developer finds that such a change is appropriate or desirable, Developer may apply in writing for an amendment to prior Development Approvals to effectuate such change. The Parties acknowledge that City shall be permitted to use its sole and absolute discretion in deciding whether to approve or deny any such amendment request; provided, however, that in exercising the foregoing sole and absolute discretion, City shall not apply a standard different than used in evaluating requests of other developers. Accordingly, under no circumstances shall City be obligated in any manner to approve any amendment to the Development Approvals. Any change in the Development Approvals made pursuant to Developer's application and deemed a major modification by the City Administrator in his or her reasonable discretion, shall require an

amendment to this Agreement, but this Agreement shall be deemed to be in full force and effect subject to the modification of the existing Development Approval.

4. DEVELOPER'S OBLIGATIONS.

4.1 Plan, Design, Construct and Operate the Project.

Developer shall plan, design, construct and operate the Project in a timely manner, generally in accordance with the "Schedule of Performance" attached hereto as Exhibit "H." The Parties acknowledge and agree that the Schedule of Performance is a general sequencing of the phases of Development, and such sequencing may be modified by Developer to effectuate construction and end-use efficiencies. If Developer, in its reasonable discretion, anticipates or decides a phase of the Development may need to be removed or an additional phase of Development should be added, the Schedule of Performance may be amended by mutual written agreement of the Parties. The City Administrator is authorized to sign such amendments.

4.2 Development Costs

Developer shall pay all costs of developing the Project. Development costs shall include, but not be limited to design, architecture, engineering, zoning entitlement fees, building permit fees, construction costs for the Project, costs of California Environmental Quality Act ("CEQA") compliance, dedications of real property interests or construction of Off-Site Improvements and Perimeter Improvements required by the Development Approvals. Nothing in this Agreement shall be construed as requiring City to pay for any part of the development of the Project.

4.3 Cooperation By Developer.

Developer will, in a timely manner, provide City with all documents, applications, plans and other information necessary for City to carry out its obligations hereunder, and cause Developer's planners, engineers, and all other consultants to submit in a timely manner all required materials and documents therefore.

4.4 Other Governmental Permits.

Developer shall use its and take best efforts to apply in a timely manner for such other permits and approvals from other governmental or quasi-governmental agencies having jurisdiction over the Subject Property as may be required for the development of, or provision of services to, the Project.

4.5 Reimbursement for City's Efforts on Behalf of Developer.

If Developer delivers a written request to City to enter into an agreement pursuant to this section, City, on behalf of Developer, may enter into a binding agreement with third parties in order to assure the availability of certain permits and approvals or specialized services or expertise necessary for development of the Project. Prior to City executing or otherwise entering into such agreement, City and Developer shall mutually agree in writing on the choice of the third party contractor and the cost allocation between City and Developer for the contracted services. If such mutual agreement is not reached between City and Developer, neither City nor Developer is obligated to enter into such contract or provide such permits, approvals, specialized services or expertise. Developer shall defend City in any challenge by any party to any such mutually approved agreement except when the challenge is alleged and/or raised because of City's failure

to perform under such agreement or because of City's willful misconduct or negligence. Developer shall reimburse City for any costs and expenses incurred by City in enforcing any such Developer-approved agreement except when the enforcement of such agreement is allegedly or actually caused by City's failure to perform under such agreement and Developer engaged in no act or omission that cause the City's failure to perform, or is allegedly or actually caused by City's willful misconduct or negligence.

4.6 Conditions of Approval.

- (a) The Developer shall comply with the Mitigation Measures, if any, required by the Environmental Assessment all at Developer's cost.
- (b) Developer shall offer dedications to City or other applicable public agency, or complete the Off-Site Improvements and Perimeter Improvements required in connection with the Project, all at Developer's cost, and as specified in the Development Approvals.

4.7 Indemnification.

a. Developer agrees to and shall, at its own cost and expense, indemnify, hold harmless, and defend, City and its respective officers, officials, members, agents, employees, and representatives, from liability or claims for death or personal injury and claims for property damage which may arise from the acts, errors, and/or omissions of Developer or its contractors, subcontractors, agents, employees or other persons acting on its behalf in relation to the Project and/or in any manner arising from this Agreement except for those acts, errors, and/or omissions caused or alleged to be caused by the negligence or willful misconduct of the City (or its officers, officials, members, agents, employees, or representatives). The foregoing indemnity applies to all deaths, injuries, and damages, and claims therefor, suffered or alleged to have been suffered by reason of the acts, errors, and/or omissions referred to in this section, regardless of whether or not City prepared, supplied, or approved plans or specifications, or both. In the event of litigation, City agrees, at no cost to City, to cooperate with Developer.

b. In the event of any court action or proceeding challenging the validity of this Agreement, any of the Development Approvals or the Environmental Assessment prepared and adopted for the Project, Developer shall defend, indemnify and hold harmless, at its own expense, the City and its officers, officials, members, agents, employees, consultants and representatives from and against the action or proceeding, except for those acts, errors, and/or omissions caused or alleged to be caused by the negligence or willful misconduct of the City (or its officers, officials, members, agents, employees, or representatives). In such instance, City shall have the right to choose the defense counsel to represent the City subject to the reasonable approval of the Developer, which approval shall not be unreasonably withheld or delayed. For purposes of the preceding sentence, Developer reasonably withholds or delays consent when either Developer experienced in a prior matter or, after consultation with Developer's legal counsel or its consultants, Developer learns that the City-selected defense counsel may lack the experience, expertise, reputation, client-relations, or other factors typically used when selecting legal counsel for a litigation matter. In the event of such court action or proceeding described in this Section 4.7(b), if Developer is not named as a party or real party in interest, Developer may petition the court to intervene in the action as a named party in such court action or proceeding, in which case Developer shall have the right to defend, at its own expense, itself and the challenged actions in accordance with this section. To the extent a joint defense is not inconsistent with either Party's

claims or defenses in any such court action or proceeding, Developer and City shall cooperate with each other in any such defense as either Developer or City may reasonably request. Neither Party may resolve such challenge without the written agreement of the other Party to the extent the Parties have agreed in writing to a joint defense on an asserted claim or cause of action or to jointly bring a claim or cause of action. In the event Developer fails or refuses to be a party in any challenge to this Agreement, the Development Approvals or the Environmental Assessment, City shall have the right not to defend such challenge, and to resolve such challenge in any manner it chooses in its sole discretion, including termination of this Agreement, all without incurring any obligation or liability to Developer. If the cost of defending any challenge, claim, court action or proceeding against the City challenging the validity of this Agreement, any of the Development Approvals or the Environmental Assessment prepared and adopted for the Project is covered by insurance payable to the City, including the City as a participant with the Joint Powers Insurance Authority, the costs of defense shall be borne by the City, but only to the extent of such insurance coverage.

c. The indemnification provided in this section, and any other indemnification provided under this Agreement by "Developer" are subject to the definition of "Developer" and Section 1.2 of this Agreement. This paragraph is for clarification and does not limit the provisions as to the application of the definition of "Developer" and Section 1.2 to all other terms and conditions in this Agreement.

4.8 Nexus/Reasonable Relationship Challenges.

The Developer consents to, and waives any rights it may have now or in the future to challenge the legal validity of, the conditions, requirements, policies or programs required by the Existing Land Use Regulations or this Agreement including, without limitation, any claim that they constitute an abuse of the police power, violate substantive due process, deny equal protection of the laws, effect a taking of property without payment of just compensation, or impose an unlawful tax.

5. CITY'S OBLIGATIONS.

5.1 Processing.

Upon satisfactory completion by Developer of all required preliminary actions and payments of appropriate processing fees (if any) at the rates consistent with this Agreement, City shall promptly commence and diligently proceed to complete all required steps necessary for the implementation of this Agreement and the development by Developer of the Project in accordance with this Agreement and the Site Plan, including, but not limited to, the following:

(a) the holding of all required public hearings; and

(b) the processing and approval of all ministerial approvals and related matters as necessary for the completion of the development of the Project. In this regard, Developer will, in a timely manner, provide City with all documents, applications, plans and other information necessary for City to carry out its obligations hereunder as required by law and shall cause Developer's planners, engineers and all other consultants to submit in a timely manner all required materials and documents therefore.

5.2 Scope of Subsequent Review/Confirmation of Compliance Process.

Nothing set forth herein impairs or interferes with the right of City to require the processing of building permits in compliance with applicable provisions of State Fire Codes, Health and Safety Codes, and Building, Electrical, Mechanical, and similar State building codes, and any applicable City ordinances implementing those State building codes.

5.3 Project Approvals Independent.

All approvals required for the Project which may be or have been granted, and all land use entitlements or approvals generally which have been issued or will be issued by City with respect to the Project, constitute independent actions and approvals by City. If any provision of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, or if this Agreement terminates for any reason, then such invalidity, unenforceability or termination of this Agreement or any part hereof shall not affect the validity or effectiveness of any such Project approvals or other land use approvals and entitlements. In such cases, such approvals and entitlements will remain in effect pursuant to their own terms, provisions, and the Conditions of Approval. It is understood by the Parties to this Agreement that pursuant to existing law, if this Agreement terminates or is held invalid or unenforceable as described above, such approvals and entitlements shall not remain valid for the Term, but shall remain valid for the term(s) of such approvals and entitlements.

5.4 Standard of Review.

The rules, regulations and policies that apply to any ministerial approvals which must be secured prior to the construction of any portion of the Project shall be the Existing Land Use Regulations, except as otherwise provided in this Agreement. Any ministerial approval, including without limitation a building permit, shall be approved by the City within a reasonable period of time after application is made therefore.

5.5 Contract Services.

If requested by Developer, at Developer's expense, City shall obtain outside contractual services as necessary to ensure prompt processing of any development application (permit or entitlement) that may be required or related to the Project.

5.6 Terminating Possessory Interests No Longer Used or Inconsistent with Site Plan.

If requested by Developer, City shall cooperate and use best efforts to coordinate with Developer for vacating, terminating, or otherwise extinguishing any real property interests, such as abandoned railway easements or unused possessory interest held by City or utilities, that are not being used or are inconsistent with the development and uses authorized under this Agreement and the Site Plan. The vacation of public easements and interests is a discretionary action of the City Council of the City of Commerce that cannot be required by this Agreement. Since the vacation of such public easements and interests is within the legally required discretion of the City, the Developer understands and agrees that the City cannot be bound by the terms of this agreement to vacate such easements or interests.

5.7 Review for Compliance.

City shall review this Agreement at least once during every twelve (12) months following the Effective Date during the Term of this Agreement, in accordance with City's procedures and standards for such review. During such periodic review by City, Developer, upon written request from City, shall be required to demonstrate, and hereby agrees to furnish, evidence of good faith compliance with the terms hereof; provided, however, that Developer will not be required to disclose confidential or trade secret business information for such review. The failure of City to conduct or complete the annual review as provided herein or in accordance with the Development Agreement Act shall not impact the validity of this Agreement.

6. DEFAULT; REMEDIES; DISPUTE RESOLUTION.

6.1 Events of Default.

Subject to any extensions of time by mutual consent in writing, and subject to the provisions of force majeure (below) in this Agreement, the failure or unreasonable delay by either Party to perform any material term or provision of this Agreement for a period of thirty (30) days after the dispatch of a written notice of default from the other party shall constitute a default under this Agreement. If the nature of the alleged default is such that it cannot reasonably be cured within such 30-day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period.

6.2 Notice of Default.

Any Notice of Default given hereunder shall be in writing and specify in detail the nature of the alleged Event of Default and the manner in which such Event of Default may be satisfactorily cured in accordance with the terms and conditions of this Agreement.

6.3 Cure Period.

During the time periods herein specified for cure of an Event of Default, the party charged therewith shall not be considered to be in default for purposes of termination of this Agreement, institution of legal proceedings with respect thereto, or issuance of any building permit with respect to the Project.

6.4 General Default Remedies.

After notice and expiration of the 30-day period without cure, the non-defaulting party shall have such rights and remedies against the defaulting party as it may have at law or in equity, including, but not limited to, the right to terminate this Agreement pursuant to Government Code Section 65868 or seek mandamus, specific performance, injunctive or declaratory relief.

6.5 Remedies Cumulative.

Any rights or remedies available to non-defaulting party under this Agreement and any other rights or remedies that such party may have at law or in equity upon a default by the other party under this Agreement shall be distinct, separate and cumulative rights and remedies available to such non-defaulting party and none of such rights or remedies, whether or not exercised by the non-defaulting party, shall be deemed to exclude any other rights or remedies available to the non-

defaulting party. The non-defaulting party may, in its discretion, exercise any and all of its rights and remedies, at once or in succession, at such time or times as the non-defaulting party considers appropriate.

6.6 Legal Action.

Either party may, in addition to any other rights or remedies, institute legal action to cure, correct or remedy a default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation hereof, or enforce by specific performance the obligations and rights of the parties hereto.

6.7 Limitation of Damages Relief Against City.

The parties acknowledge that City would not have entered into this Agreement had it been exposed to damage claims from Developer for any breach thereof. As such, the parties agree that Developer's damages for City's breach of this Agreement shall be limited to a total sum of Five Million and No/100 Dollars (\$5,000,000.00). Such limit shall include damages of any and all types including, but not limited to, actual out-of-pocket expenses, overhead, lost profits, court costs, attorney's fees, witness fees, expert witness fees, consultant's fees and any other loss suffered by Developer of any kind or nature. However, Developer may pursue other equitable remedies for declaratory relief, specific performance or injunctive relief which do not require the City to pay monetary damage to Developer.

6.8 Developer Default & Permitting.

No building permit shall be issued or building permit application accepted for any structure on the Subject Property if, after City has delivered written notice of default and Developer has not timely cured the identified default pursuant to this Agreement, Developer is in default of the terms and conditions of this Agreement, and City may suspend permit issuance and application acceptance as provided in this section until such default is cured by the Developer or is waived by City.

6.9 Developer Default: Clarification.

The default provisions in this Article 6 (Sections 6.1-6.7) and any other default provisions under this Agreement by "Developer" are subject to the definition of "Developer" and Section 1.2 of this Agreement. This paragraph is for clarification and does not limit the provisions as to the application of the definition of "Developer" and Section 1.2 to all other terms and conditions in this Agreement.

7. MORTGAGEE PROTECTION; CERTAIN RIGHTS TO CURE.

7.1 Encumbrances on the Project.

This Agreement shall not prevent or limit Developer from encumbering the Property or any portion thereof or any improvements thereon with any mortgage, deed of trust, sale and leaseback arrangement, or any other form of conveyance ("Mortgage") in which the Property, or a portion thereof or interest therein, is pledged as security, and contracted for in good faith and fair value in order to secure financing with respect to the ownership, acquisition, construction, development, use or operation of the Project and/or the Property.

7.2 Mortgage Protection.

This Agreement shall be superior and senior to the lien of any Mortgage. Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value, and any acquisition or acceptance of title or any right or interest in or with respect to the Property or any portion thereof by a holder of a beneficial interest under a Mortgage, or any successor or assignee to said holder ("Mortgagee"), whether pursuant to foreclosure, trustee's sale, deed in lieu of foreclosure, lease termination or otherwise, shall be subject to all of the terms and conditions of this Agreement.

7.3 Mortgagee Not Obligated.

No Mortgagee will have any obligation or duty under this Agreement to perform the obligations of Developer or other affirmative covenants of Developer hereunder, or to guarantee such performance. In addition, the Mortgagee may but shall not be required to develop or operate the Property, and to the extent that any covenant to be performed by Developer is a condition to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder.

7.4 Notice of Default to Mortgagee; Right of Mortgagee to Cure.

City shall, upon written request to City, deliver to each Mortgagee a copy of any notice of default given to Developer under the terms of this Agreement, at the same time such notice of default is provided to Developer. The Mortgagee shall have the right, but not the obligation, to cure, correct, or remedy the default, within ten (10) days after the receipt of such notice from City for monetary defaults, or within thirty (30) days for non-monetary defaults, or, for such defaults that cannot reasonably be cured, corrected, or remedied within such period, the Mortgagee may cure, correct, or remedy the default if the Mortgagee commences to cure, correct, or remedy such default within such ten (10) day or thirty (30) day period, and continuously and diligently prosecutes such cure to completion. If the default is of a nature which can only be remedied or cured by such Mortgagee upon obtaining possession of the Property, such Mortgagee shall have the right to seek to obtain possession with diligence and continuity through foreclosure, a receiver or otherwise, and shall be permitted thereafter to remedy or cure the default within such time as is reasonably necessary to cure or remedy said default but in no event more than thirty (30) days after obtaining possession. If any such default cannot, with diligence, be remedied or cured within such thirty (30) day period, then such period shall be extended to permit the Mortgagee to effect a cure or remedy so long as Mortgagee commences said cure or remedy during such thirty (30) day period, and thereafter diligently pursues such cure to completion.

8. TRANSFERS OF INTEREST IN PROPERTY OR AGREEMENT.

8.1 City's Intent.

Developer has demonstrated, and the City finds that Developer possesses, the experience, reputation and financial resources to develop and maintain the Subject Property in the manner contemplated by this Agreement. It is because of such qualifications, which assure the development of the Subject Property to a high quality standard contemplated by the General Plan that the City is entering into this Agreement. Accordingly, restrictions on the right of Developer to assign or transfer the rights and privileges contained in this Agreement are necessary in order

to assure the achievement of the objectives of the City's anticipated General Plan and this Agreement.

8.2 Developer's Right to Assign or Transfer.

Developer may assign or transfer any of its rights or interests under this Agreement and the Property, or any portion thereof, subject to written consent of City, which shall not be unreasonably withheld or delayed. City consent is not required for the following assignments or transfers:

- (a) To an affiliate of Developer, where Developer has control or a majority ownership interest in such affiliate, including but not limited to Craig Realty Group Citadel, LLC, a Delaware limited liability company;
- (b) To any ground lessee of a subdivided pad on the Subject Property, or to any tenant or subtenant, to occupy any retail or commercial space that is part of the Project;
- (c) To any Mortgagee (as described above);
- (d) Any transfer or assignment resulting from any proceeding in bankruptcy receivership, or order relating thereto.

8.3 Restriction on Assignment Does Not Constitute an Unreasonable Restraint on Alienation.

Developer agrees that the restriction on its right to transfer any of its rights or interests under this Agreement is not repugnant or unreasonable in that such a restriction is a material inducement to the City to enter into this Agreement since the restriction reserves for the City the power to prevent the transfer of any of the rights and obligations hereunder to an unreliable developer.

8.4 Request Procedure.

City shall administer the provisions of this section through its Director of Public Works and Development Services or their designee. Developer shall notify the Director and the City Administrator in writing of its request for City's consent to an assignment or transfer under this section, together with a statement that if the Director does not notify Developer within thirty (30) days of receipt of the request, the request will be deemed approved.

8.5 30-Day Period.

If, within such 30-day period the Director does not so notify Developer, the request for consent shall automatically be deemed approved and no further action by Developer or the City shall be necessary. If, within such 30-day period, the Director notifies Developer that the request will be considered and acted upon by City, Developer shall furnish such additional information as the Director may reasonably request at the time of such notice, and City shall proceed to consider and act upon the Developer's request for City's consent to the proposed assignment or transfer. Failure by the City to act within thirty (30) days of giving such notice or of receiving the additional requested information shall automatically be deemed an approval of the request.

8.6 City Council Approval.

In the event the Director determines that the assignment or transfer should be acted upon by the City Council, and the Director so notifies Developer within fifteen (15) days of giving the notice or receiving the information described herein, the matter shall be referred to the City Council. The City Council shall have thirty (30) days from the date of such notice to approve or deny the requested transfer or assignment. Failure of City to act within the thirty (30) day period shall automatically be deemed an approval of the request.

8.7 Ownership Changes.

The management control and responsibility of Developer and the expertise, competence, and financial strength of Developer are integral components of the consideration for City entering into this Agreement. In order to preserve such consideration for City and for City to receive full value, the parties hereto agree that the occurrence of any of the following events constitute, for purposes of this provision, an assignment:

(i) A change in the composition of ownership interests in and control of Developer, the result of which diminishes the ownership interests and control of the persons and entities currently in control of Developer on the Effective Date to less than twenty percent (20%)

(ii) A change in the composition of ownership interests in and control of the Subject Property such that Developer's equity in the Subject Property is reduced to less than fifty-one percent (51%).

8.8 Minor Assignments.

The following transfers shall be considered minor assignments which shall not be subject to this section:

- (a) Transfer of the Property after completion of the Project.
- (b) All transfers and assignments listed in Section 8.2 in which City grants its consent.

8.9 Notice of Proposed Assignment.

If City's further consent for an assignment or transfer is required under this Agreement, Developer must provide City with adequate evidence that the proposed assignee, buyer or transferee is qualified using the standards and conditions described in this Section, and ability to comply with these standards and conditions will be the test of reasonableness.

8.10 Conditions and Standards.

The conditions and standards referred to above are as follows:

- (a) Such assignee or transferee possesses the experience, reputation and financial resources to cause the Subject Property to be developed and maintained in the manner contemplated by the City's General Plan and this Agreement;
- (b) Such assignee or transferee enters into a written assumption agreement, in form and content satisfactory to the City Attorney, expressly assuming and agreeing to be bound by the provisions of this Agreement;

(c) Such assignment or transfer will not impair the ability of City to achieve the objectives of its general Plan and this Agreement;

8.11 Financing Exemption.

Mortgages, deeds of trust, sales and lease-backs, or other forms of conveyance required for any reasonable method of financing requiring a security arrangement with respect to the Subject Property are permitted without the consent of the City, provided the City receives prior notice of such financing (including the name and address of the lender and the person or entities acquiring any such secured interest) and Developer retains a legal or equitable interest in the Subject Property and remains fully responsible hereunder. The words "mortgage" and "deed of trust," as used herein, include all other appropriate modes of financing real estate acquisition, construction and land development.

8.12 Notice of Assignment.

Upon receiving approval of an assignment, Developer shall provide City with written notice of such assignment and as part of such notice the assignee must execute and deliver to City an assumption agreement in which the name and address of the assignee is set forth and the assignee expressly and unconditionally assumes the obligations of all the provisions set forth in the Agreement.

8.13 Unapproved Assignments.

If City reasonably makes the determination not to consent to the assignment or transfer of the rights and privileges contained in this Agreement, and Developer conveys the Subject Property to a third party, in whole or in part, Developer shall remain liable and responsible for all of the duties and obligations of this Agreement.

9. RELATIONSHIP OF PARTIES.

9.1 Project as a Private Undertaking.

It is specifically understood and agreed by and between the parties hereto that the development of the Project Site is a separately undertaken private development.

9.2 Independent Contractors.

The parties agree that the Project is a private development and that neither party is acting as the agent of the other in any respect hereunder.

9.3 No Joint Venture or Partnership.

City and Developer hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making City and Developer joint venturers or partners.

10. MISCELLANEOUS.

10.1 Notices.

All notices permitted or required hereunder must be in writing and shall be effected by: (i) personal delivery; (ii) first class mail, registered or certified, postage fully prepaid; or (iii) reputable same-day or overnight delivery service that provides a receipt showing date and time of delivery, addressed to the following Parties, or to such other address as any party may from time to time designate in writing in the manner as provided herein:

To City: City of Commerce
2535 Commerce Way
Commerce, CA 90040
Attn: City Administrator

With a copy to: Alvarez-Glasman & Colvin
13181 Industry Parkway North, Ste. 400
Industry, CA 91746
Attn: Commerce City Attorney

To Craig:: Craig Realty Group Citadel, LLC
4100 MacArthur Blvd., Ste. 200
Newport Beach, CA 92660
Attn: Steven L. Craig

With a copy to: Craig Realty Group Citadel, LLC
4100 MacArthur Blvd., Ste. 200
Newport Beach, CA 92660
Attn: General Counsel

With a copy to: Rutan & Tucker, LLP
611 Anton Blvd., Ste. 1400
Costa Mesa, CA 92626
Attn: Randall M. Babbush, Esq.
Attn: William H. Ihrke, Esq.

To Wash-Tel:

With a copy to:

Any written notice, demand or communication shall be deemed received immediately if personally delivered or delivered by delivery service, and shall be deemed received on the third day from the date it is postmarked if delivered by registered or certified mail.

10.2 Force Majeure.

In addition to specific provisions of this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or failures to perform are due to the elements, fire, earthquakes or other acts of God, strikes, labor disputes, lockouts, acts of the public enemy, riots, insurrections, or governmental restrictions imposed or mandated by other governmental entities ("Permitted Delay"). City and Developer may also extend times of performance under this Agreement in writing. Notwithstanding the foregoing, Developer is not entitled pursuant to this section to an extension of time to perform because of past, present, or future difficulty in obtaining suitable construction financing or permanent financing for the Development, or because of economic or market conditions. Any court action or proceeding brought by any third party to challenge this Agreement, or any other permit or approval required from City or any other governmental entity for development or construction of all or any portion of the Project, whether or not Developer is a party to or real party in interest in such action or proceeding, shall constitute a Permitted Delay under this section.

10.3 Binding Effect.

This Agreement, and all of the terms and conditions hereof, shall be binding upon and inure to the benefit of the Parties, any subsequent owner of all or any portion of the Project or the Property, and their respective assigns, heirs or successors in interest, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Project or the Property.

10.4 Independent Entity.

The Parties acknowledge that, in entering into and performing this Agreement, each of Developer and City is acting as an independent entity and not as an agent of the other in any respect.

10.5 Agreement Not to Benefit Third Parties.

This Agreement is made for the sole benefit of the Parties, and no other person shall be deemed to have any privity of contract under this Agreement nor any right to rely on this Agreement to any extent for any purpose whatsoever, nor have any right of action of any kind on this Agreement nor be deemed to be a third party beneficiary under this Agreement, other than as expressly provided in this Agreement.

10.6 Covenants.

The provisions of this Agreement shall constitute mutual covenants which shall run with the land comprising the Property for the benefit thereof, and the burdens and benefits hereof shall bind and inure to the benefit of each of the Parties hereto and all successors in interest to the Parties hereto for the term of this Agreement.

10.7 Nonliability of City Officers and Employees.

No official, officer, employee, agent or representative of City, acting in his/her official capacity, shall be personally liable to Developer, or any successor or assign, for any loss, costs, damage, claim, liability, or judgment, arising out of or connection with this Agreement, or for any act or omission on the part of City.

10.8 Covenant Against Discrimination.

Developer and City covenant and agree, for themselves and their respective successors and assigns, that there shall be no discrimination against, or segregation of, any person or group or persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry, or any other impermissible classification, in the performance of this Agreement. Developer shall comply with the Americans with Disabilities Act of 1990, as amended (42 U.S.C. Sections 12101, et seq.).

10.9 Amendment of Agreement.

This Agreement may be amended from time to time by mutual consent of the Parties in accordance with the provisions of the Development Agreement Act.

10.10 No Waiver.

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought and referring expressly to this Agreement. No delay or omission by either party in exercising any right or power accruing upon non-compliance or failure to perform by the other party under any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof, except as expressly provided herein. No waiver by either party of any of the covenants or conditions to be performed by the other party shall be construed or deemed a waiver of any succeeding breach or nonperformance of the same or other covenants and conditions hereof.

10.11 Severability.

If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect, to the extent that the invalidity or unenforceability does not impair the application of this Agreement as intended by the Parties.

10.12 Cooperation in Carrying Out Agreement; City Administrator Authority.

Each party shall take such actions and execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other party the full and complete enjoyment of its rights and privileges hereunder. The City Administrator or designee (or other City official identified in this Agreement, shall have the authority to negotiate and execute such further instruments and documents on behalf of the City.

10.13 Estoppel Certificate.

Any party hereunder may, at any time, deliver written notice to any other party requesting such party to certify in writing that, to the best 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 modified either orally or in writing, or if so amended, identifying the amendments; (iii) the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, describing the nature and amount of any such defaults; and (iv) any other reasonable information requested. A party receiving a request hereunder shall execute and return such certificate within ten (10) days following approval of the proposed estoppel certificate by the City Attorney, which approval shall not be unreasonably withheld or delayed. The City Manager or his or her designee is authorized to sign and deliver an estoppel certificate on behalf of City. City acknowledges that transferees, successors and assigns, and Mortgagees may rely upon an estoppel certificate hereunder.

10.14 Construction.

This terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply. As used in this Agreement, and as the context may require, the singular includes the plural and vice versa, and the masculine gender includes the feminine and vice versa.

10.15 Recordation.

This Agreement shall be recorded with the County Recorder of Los Angeles County at Developer's cost, if any, within the period required by California Government Code Section 65868.5. Amendments approved by the Parties, and any cancellation or termination of this Agreement, shall be similarly recorded.

10.16 Captions and References.

The captions of the sections of this Agreement are solely for convenience of reference, and shall be disregarded in the construction and interpretation of this Agreement. Reference herein to a section or exhibit are the sections and exhibits of this Agreement.

10.17 Time.

Time is of the essence in the performance of this Agreement and for each and every term and condition hereof as to which time is an element.

10.18 Recitals & Exhibits Incorporated; Entire Agreement.

The Recitals to this Agreement and all of the exhibits attached to this Agreement are, by this reference, incorporated into this Agreement and made a part hereof. This Agreement, including all exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement, and this Agreement supersedes all previous negotiations, discussions and agreements between the Parties, and no parole evidence of any prior or other agreement shall be permitted to contradict or vary the terms hereof.

10.19 Counterpart Signature Pages.

For convenience the Parties may execute and acknowledge this Agreement in counterparts and when the separate signature pages are attached hereto, shall constitute one and the same complete Agreement.

10.20 Authority to Execute.

Developer warrants and represents that: (i) it is duly organized and existing; (ii) it is duly authorized to execute and deliver this Agreement; (iii) by so executing this Agreement, Developer is formally bound to the provisions of this Agreement; (iv) Developer's entering into and performance of its obligations set forth in this Agreement do not violate any provision of any other agreement to which Developer is bound; and (v) there is no existing or threatened litigation or legal proceeding of which Developer is aware which could prevent Developer from entering into or performing its obligations set forth in this Agreement.

10.21 Governing Law; Litigation Matters.

The laws of the State of California shall govern the interpretation and enforcement of this Agreement without regard to conflicts of law principles. Any action at law or in equity brought by any party hereto for the purpose of enforcing, construing, or interpreting the validity of this Agreement or any provision hereof shall be brought in the Superior Court of the State of California in and for the County of Los Angeles, or such other appropriate court in said county, and the Parties hereto waive all provisions of law providing for the filing, removal, or change of venue to any other court. Service of process on City shall be made in accordance with California law. Service of process on Developer shall be made in any manner permitted by California law and shall be effective whether served inside or outside of California. In the event of any action between the Parties hereto seeking enforcement of any of the terms of this Agreement or otherwise arising out of this Agreement, the prevailing party in such litigation shall be awarded, in addition to such relief to which such party is entitled, its reasonable attorney's fees, expert witness fees, and litigation costs and expenses.

10.22 No Brokers.

Each of City and Developer represents to the other party that it has not engaged the services of any finder or broker and that it is not liable for any real estate commissions, broker's fees, or finder's fees which may accrue by means of this Agreement, and agrees to hold harmless the other party from such commissions or fees as are alleged to be due from the party making such representations.

[INTENTIONALLY LEFT BLANK; SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Wash-Tel, Craig, and City have executed this Agreement as of the Reference Date.

“DEVELOPER”

CITADEL HOLDINGS GROUP, LLC, a
Delaware limited liability company

By: Eureka Realty Partners, Inc.,
a California corporation,
Manager

By: _____
Steven L. Craig

WASH-TEL COMMERCE, LLC, a
California limited liability

By: _____
Name: _____
Its: _____

“CITY”

CITY OF COMMERCE, a California
municipal corporation

By: _____
_____, Mayor

ATTEST:

_____, City Clerk

APPROVED AS TO FORM:

_____, City Attorney

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 _____)

On _____ before me, _____ (here insert name and title of the officer), 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 _____)

On _____ before me, _____ (here insert name and title of the officer), 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 _____)

On _____ before me, _____ (here insert name and title of the officer), 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 _____)

On _____ before me, _____ (here insert name and title of the officer), 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)

EXHIBITS A & A-1
Legal Description & Depiction of the 10.62-Acre Property
[Attached]

EXHIBIT A

LEGAL DESCRIPTION OF THE 10.62 ACRE PROPERTY

THAT PORTION OF THE RANCHO SAN ANTONIO, IN THE CITY OF COMMERCE, COUNTY OF LOS ANGELES, AS SHOWN ON MAP THEREOF RECORDED IN BOOK 1, PAGE 389 OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF WASHINGTON BOULEVARD, 90 FEET IN WIDTH, DESCRIBED AS PARCEL NO. 1 IN DEED TO THE COUNTY OF LOS ANGELES, RECORDED AUGUST 29, 1939 AS DOCUMENT NO 1085, IN BOOK 16836, PAGE 241, OFFICIAL RECORDS AND AS WIDENED BY DEED DATED JULY 25, 1973 FOR ROAD PURPOSES, RECORDED JANUARY 23, 1974 AS INSTRUMENT NO. 2907, OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WITH THE SOUTHWESTERLY LINE OF THAT CERTAIN 50 FOOT WIDE RAILWAY RIGHT-OF-WAY CONVEYED TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, BY DEED RECORDED APRIL 07, 1953 AS DOCUMENT NO. 3406, IN BOOK 41412, PAGE 331, OFFICIAL RECORDS AND REFERRED TO THEREIN AS PARCEL NO. 1, THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 38° 35' 15" WEST 574.81 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 384.27 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND SAID CURVE AN ARC DISTANCE OF 453.13 FEET, THROUGH A CENTRAL ANGLE OF 64° 52' 43" TO A TANGENT POINT ON THE SOUTHEASTERLY LINE OF THAT CERTAIN 20.00 FEET WIDE RIGHT-OF-WAY CONVEYED TO STANDARD OIL COMPANY BY DEED RECORDED ON NOVEMBER 10, 1948 AS DOCUMENT NO. 2014, IN BOOK 28699, PAGE 283, OFFICIAL RECORDS; THENCE TANGENT ALONG SAID SOUTHEASTERLY LINE SOUTH 26° 17' 28" WEST 707.99; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE NORTH 63° 42' 32" WEST 20.00 FEET TO THE SOUTHEASTERLY LINE OF TRACT NO. 7185 AS SHOWN ON MAP RECORDED IN BOOK 135, PAGES 65 TO 80 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG SAID SOUTHEASTERLY TRACT LINE SOUTH 26° 21' 20" WEST 300.00 FEET TO THE NORTHEASTERLY LINE OF TELEGRAPH ROAD, FORMERLY ANAHEIM-TELEGRAPH ROAD, 100 FEET IN WIDTH, AS WIDENED BY DECREE OF CONDEMNATION, A CERTIFIED COPY OF WHICH IS RECORDED IN BOOK 9983, PAGE 296, OFFICIAL RECORDS; THENCE ALONG THE SAID NORTHEASTERLY LINE OF TELEGRAPH ROAD SOUTH 38° 35' 15" EAST 408.03 FEET; THENCE CONTINUING ALONG SAID WASHINGTON BOULEVARD NORTHERLY LINE, SOUTH 75° 50' 47" EAST 33.81' TO THE NORTHWESTERLY LINE OF SAID WASHINGTON BOULEVARD, 90.00 FEET IN WITH; THENCE ALONG SAID NORTHWESTERLY LINE OF WASHINGTON BOULEVARD NORTH 70° 48' 46" EAST 71.43 TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 955.00 FEET; THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE AND SAID CURVE AN ARC DISTANCE OF 323.27 FEET, THROUGH A CENTRAL ANGLE OF 19° 23' 41";

THENCE TANGENT TO SAID CURVE, ALONG ON THE NORTHWESTERLY LINE OF SAID WASHINGTON BOULEVARD, 90 FEET WIDE, NORTH 51° 25' 05" EAST 295.03' TO THE POINT OF BEGINNING.

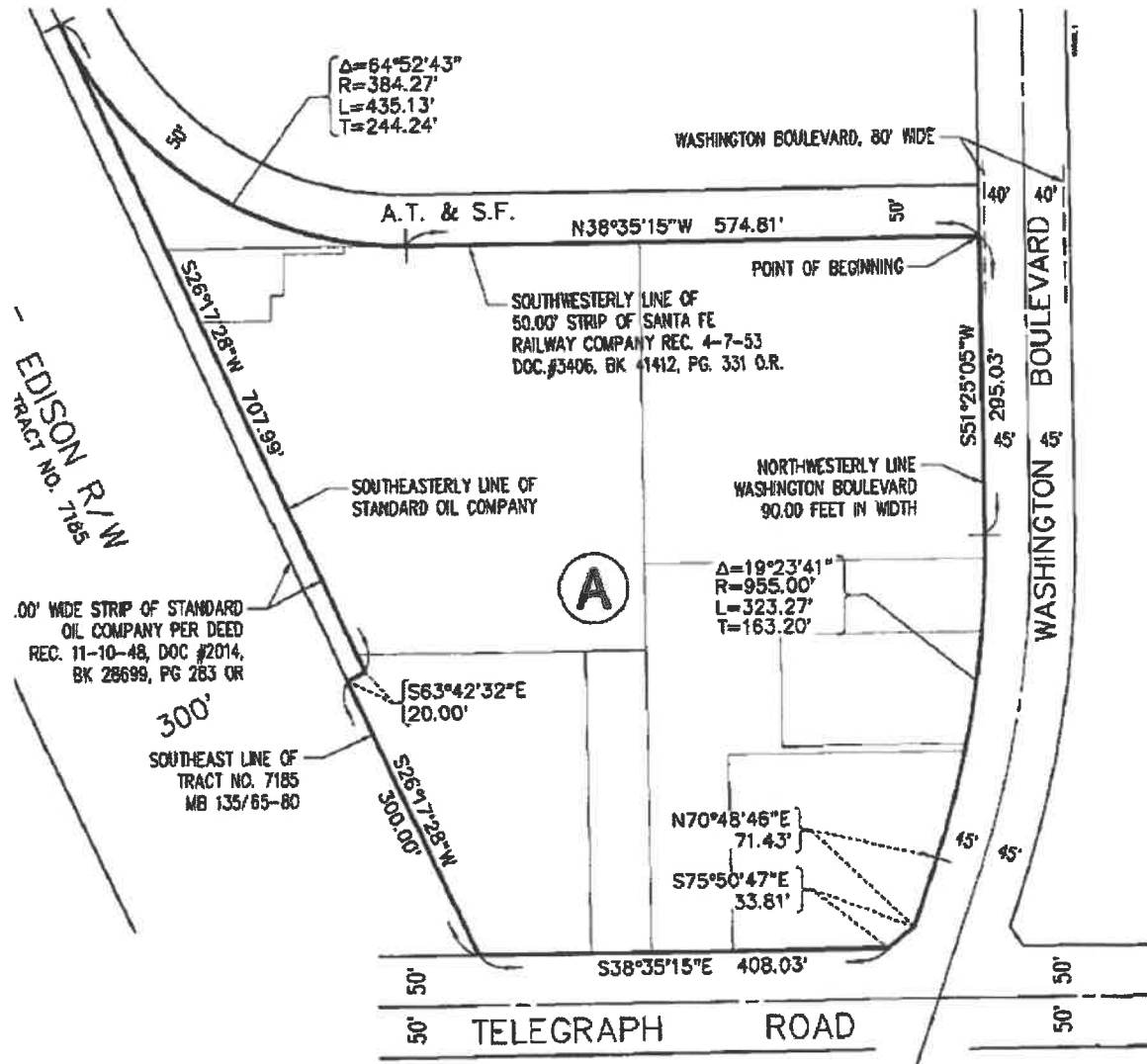
EXCEPT THEREFROM ALL OIL, GAS AND OTHER PETROLEUM OR MINERAL SUBSTANCES IN SAID LAND, BUT WITHOUT THE RIGHT OF SURFACE ENTRY TO A DEPTH OF 100 FEET BELOW THE SURFACE THEREOF, AS RESERVED BY CENTRAL MANUFACTURING DISTRICT, INC., A CORPORATION, IN DEED RECORDED NOVEMBER 02, 1953 IN BOOK 43061, PAGE 149, OFFICIAL RECORDS, AND IN A DEED RECORDED SEPTEMBER 29, 1954 IN BOOK 45712, PAGE 175, OFFICIAL RECORDS.

SAID LAND IS ALSO SHOWN AS PARCEL A OF "C.O.C. 12-05" CERTIFICATE OF COMPLIANCE RECORDED FEBRUARY 03, 2012 AS INSTRUMENT NO. 20120198998 OF OFFICIAL RECORDS.

APN: 6336-010-908

EXHIBIT A-1

DEPICTION OF THE 10.62 ACRE PROPERTY



This page is part of your document - DO NOT DISCARD



20120198998

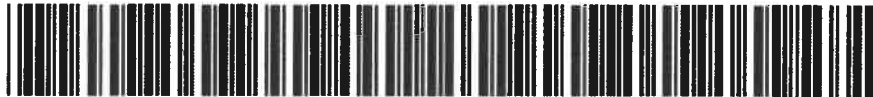


Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

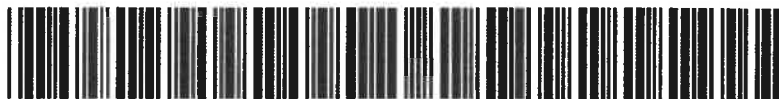
02/03/12 AT 09:26AM

Pages:
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| | |
|--------|-------|
| FEES: | 51.00 |
| TAXES: | 0.00 |
| OTHER: | 0.00 |
| PAID: | 51.00 |



LEADSHEET



201202030080008

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003780994

SEQ:
02

DAR - Counter (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

RECORDING REQUESTED BY:

City of Commerce
Department of Planning
2535 Commerce Way
Commerce, California 90040

WHEN RECORDED MAIL TO:

Name: City of Commerce
Department of Planning
Street: 2535 Commerce Way
City: Commerce, CA 90040


SPACE ABOVE THIS LINE FOR RECORDER'S USE - SHEET 1 OF 11 SHEETS

CERTIFICATE OF COMPLIANCE

REQUEST FOR CERTIFICATE OF COMPLIANCE FOR PARCEL MERGER

CERTIFICATE OF COMPLIANCE NO. 12-05

I/We the undersigned owner(s) of record in the following described property within the incorporated territory of the City of Commerce, hereby REQUEST a Certificate of Compliance for the following described parcels:
THE COMMERCE COMMUNITY DEVELOPMENT COMMISSION, A BODY CORPORATE AND POLITIC (PARCEL A)

| Signature | Signature |
|-------------------------|--|
| |  JORGE RIFA, EXECUTIVE DIRECTOR THE COMMERCE COMMUNITY DEVELOPMENT COMMISSION, A BODY CORPORATE AND POLITIC AKA THE CITY OF COMMERCE COMMUNITY DEVELOPMENT COMMISSION |
| Name (typed or printed) | Name (typed or printed) |
| | 1/31/2012 |
| Date | Date |

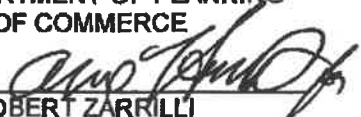
CERTIFICATE OF COMPLIANCE

Pursuant to the provisions of the Subdivision Map Act (Sec. 66499.20 3/4) of the Government Code, State of California and the City of Commerce Subdivision Ordinance.

This certificate relates only to issues of compliance or noncompliance with the Subdivision Map Act and local ordinances enacted pursuant thereto. The parcel described herein may be sold, leased, or financed without further compliance with the Subdivision Map Act or any local ordinance enacted pursuant thereto. Development of the parcel may require issuance of a permit or permits, or other grant or grants of approval.

I hereby certify that I have reviewed the above described Merger of Contiguous Parcels and have found it to be in conformance with all requirements of the Subdivision Map Act and the City of Commerce Subdivision Ordinance.

DEPARTMENT OF PLANNING
CITY OF COMMERCE

BY: 
ROBERT ZARRILLI
Title: Director of Community Development
Date: 1-31-12

ATTACHED:

(1) EXHIBIT "A-1" 7 SHEETS
(2) EXHIBIT "A-2" 2 SHEETS
(3) EXHIBIT "B" 1 SHEET

C.O.C. 12-05

CERTIFICATE OF COMPLIANCE EXISTING LEGAL DESCRIPTION

IN THE CITY OF COMMERCE,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

EXHIBIT "A-1"

PARCEL A APN: 6336-010-902

THAT PORTION OF THE RANCHO SAN ANTONIO, IN THE CITY OF COMMERCE, AS SHOWN ON MAP THEREOF RECORDED IN BOOK 1, PAGE 389 OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF WASHINGTON BOULEVARD, 80 FEET IN WIDTH, DESCRIBED AS PARCEL NO. 1 IN DEED TO THE COUNTY OF LOS ANGELES, RECORDED AUGUST 29, 1939 AS DOCUMENT NO 1085, IN BOOK 16836 PAGE 241, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WITH THE SOUTHWESTERLY LINE OF THAT CERTAIN 50 FOOT WIDE RAILWAY RIGHT-OF-WAY CONVEYED TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, BY DEED RECORDED APRIL 7, 1953 AS DOCUMENT NO. 3406, IN BOOK 41412 AT PAGE 331, OFFICIAL RECORDS AND REFERRED TO THEREIN AS PARCEL NO. 1, THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 38° 30' 55" WEST 348.06 FEET; THENCE SOUTH 51° 29' 05" WEST 318.13 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT SOUTHWESTERLY 318.13 FEET AT RIGHT ANGLES TO SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, THENCE ALONG SAID PARALLEL LINE SOUTH 38° 30' 55" EAST 347.78 FEET TO A POINT IN A 960 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY, 23.22 FEET SOUTHWESTERLY FROM THE NORTHEASTERLY TERMINUS OF SAID CURVE ALONG SAID NORTHWESTERLY LINE OF WASHINGTON BOULEVARD AND 80 FOOT STREET; THENCE NORTHEASTERLY ALONG SAID CURVE 23.22 FEET (AND A CENTRAL ANGLE OF 1° 23' 10") TO A POINT OF TANGENCY THENCE CONTINUING ALONG SAID WASHINGTON BOULEVARD NORTH 51° 29' 20" EAST 294.91 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM ALL OIL, GAS AND OTHER PETROLEUM OR MINERAL SUBSTANCES IN SAID LAND, BUT WITHOUT THE RIGHT OF SURFACE ENTRY TO A DEPTH OF 100 FEET BELOW THE SURFACE THEREOF, AS RESERVED BY CENTRAL MANUFACTURING DISTRICT, INC., A CORPORATION, IN DEED RECORDED NOVEMBER 2, 1953 IN BOOK 43061 PAGE 149, OFFICIAL RECORDS, AND IN A DEED RECORDED SEPTEMBER 29, 1954 IN BOOK 45712 PAGE 175, OFFICIAL RECORDS.

ALSO EXCEPT THAT PORTION OF ABOVE PROPERTY GRANTED TO THE COUNTY OF LOS ANGELES BY DEED DATED JULY 25, 1973 FOR ROAD PURPOSES, RECORDED JANUARY 23, 1974 AS INSTRUMENT NO. 2907.

PARCEL B APN: 6336-010-901

THAT PORTION OF THE RANCHO SAN ANTONIO, IN THE CITY OF COMMERCE, AS SHOWN ON MAP THEREOF RECORDED IN BOOK 1, PAGE 389 OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHWESTERLY LINE OF THAT CERTAIN RAILWAY RIGHT-OF-WAY DESCRIBED AS PARCEL NO. 1 IN DEED TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY RECORDED ON APRIL 7, 1953 AS DOCUMENT NO. 3406, IN BOOK 41412 PAGE 331, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTH 38° 30' 55" WEST 348.06 FEET ALONG SAID RIGHT-OF-WAY LINE FROM THE NORTHWESTERLY LINE OF WASHINGTON BOULEVARD, 80 FEET IN WIDTH, DESCRIBED AS PARCEL NO. 1 IN THE DEED TO COUNTY OF LOS ANGELES RECORDED ON AUGUST 29, 1939 AS DOCUMENT NO. 1085, IN BOOK 16836 PAGE 241, OFFICIAL RECORDS; THENCE FROM SAID POINT OF BEGINNING SOUTH 51° 29' 05" WEST 403.00 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT SOUTHWESTERLY 403.00 FEET AT RIGHT ANGELES FROM SAID RIGHT-OF-WAY LINE; THENCE ALONG SAID PARALLEL LINE NORTH 38° 30' 55" WEST 286.69 FEET TO THE SOUTHWESTERLY LINE OF THAT CERTAIN 20 FEET WIDE RIGHT-OF-WAY CONVEYED TO STANDARD OIL COMPANY BY DEED RECORDED ON NOVEMBER 10, 1948 AS DOCUMENT NO. 2014, IN BOOK 28699 PAGE 283, OFFICIAL RECORDS; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 26° 21' 20" EAST 366.27 FEET; THENCE SOUTH 38° 30' 55" EAST 73.13 FEET; THENCE NORTH 51° 29' 05" EAST 24.80 FEET; THENCE SOUTH 38° 30' 55" EAST 13.03 FEET; THENCE NORTH 51° 29' 05" EAST 40.20 FEET, THENCE SOUTH 38° 30' 55" EAST 62.17 FEET; THENCE NORTH 51° 29' 05" EAST 6.40 FEET TO THE NORTHWESTERLY PROLONGATION OF SAID SOUTHWESTERLY RIGHT-OF-WAY LINE; THENCE ALONG SAID NORTHWESTERLY PROLONGATION AND SAID SOUTHWESTERLY RIGHT-OF-WAY LINE SOUTH 38° 30' 55" EAST 293.00 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM ALL OIL, GAS AND OTHER PETROLEUM OR MINERAL SUBSTANCES IN SAID LAND, BUT WITHOUT THE RIGHT OF SURFACE ENTRY TO A DEPTH OF 100 FEET BELOW THE SURFACE THEREOF, AS RESERVED BY CENTRAL MANUFACTURING DISTRICT, INC., A CORPORATION, IN DEED RECORDED NOVEMBER 2, 1953 IN BOOK 43061 PAGE 149, OFFICIAL RECORDS.

PARCEL C APN: 6336-010-900

THAT PORTION OF THE RANCHO SAN ANTONIO, IN THE CITY OF COMMERCE, AS SHOWN ON MAP THEREOF RECORDED IN BOOK 1, PAGE 389 OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHWESTERLY LINE OF THAT CERTAIN RAILWAY RIGHT-OF-WAY DESCRIBED AS PARCEL NO. 1 IN THE DEED TO ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY RECORDED ON APRIL 7, 1953 AS DOCUMENT NO. 3406, IN BOOK 41412 PAGE 331, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTH 38° 30' 55" WEST 579.58 FEET ALONG SAID RIGHT-OF-WAY LINE FROM THE NORTHWESTERLY LINE OF WASHINGTON BOULEVARD, 80 FEET IN WIDTH, DESCRIBED AS PARCEL NO. 1 IN THE DEED TO THE COUNTY OF LOS ANGELES, RECORDED ON AUGUST 29, 1939 AS DOCUMENT NO. 1085, IN BOOK 16836 PAGE 241, OFFICIAL RECORDS; THENCE NORTH 38° 30' 55" WEST 62.40 FEET ALONG THE NORTHWESTERLY PROLONGATION OF SAID RIGHT-OF-WAY LINE; THENCE SOUTH 51° 29' 05" WEST 6.40 FEET; THENCE NORTH 38° 30' 55" WEST 62.17 FEET; THENCE SOUTH 51° 29' 05" WEST 40.20 FEET; THENCE NORTH 38° 30' 55" WEST 13.03 FEET; THENCE SOUTH 51° 29' 05" WEST 24.80 FEET; THENCE NORTH 38° 30' 55" WEST 73.13 FEET TO THE SOUTHEASTERLY LINE OF THAT CERTAIN 20 FEET WIDE RIGHT-OF-WAY CONVEYED TO STANDARD OIL COMPANY BY DEED RECORDED ON NOVEMBER 10, 1948 AS DOCUMENT NO. 2014, IN BOOK 28699, PAGE 283, OFFICIAL RECORDS; THENCE ALONG SAID SOUTHEASTERLY LINE NORTH 26° 21' 20" EAST 323.06 FEET TO THE BEGINNING OF A TANGENT CURVE IN THE NORTHWESTERLY LINE OF SAID RAILWAY RIGHT-OF-WAY, WHICH CURVE IS CONCAVE EASTERLY HAVING A RADIUS OF 384.27 FEET; THENCE SOUTHERLY ALONG SAID CURVED RIGHT-OF-WAY LINE 435.07 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM ALL OIL, GAS AND OTHER PETROLEUM OR MINERAL SUBSTANCES IN SAID LAND, BUT WITHOUT THE RIGHT OF SURFACE ENTRY TO A DEPTH OF 100 FEET BELOW THE SURFACE THEREOF, AS RESERVED BY CENTRAL MANUFACTURING DISTRICT, INC., A CORPORATION, IN DEED RECORDED NOVEMBER 2, 1953 IN BOOK 43061 PAGE 149, OFFICIAL RECORDS.

PARCEL D APN: 6336-010-903

THAT PORTION OF THE RANCHO SAN ANTONIO, IN THE CITY OF COMMERCE, AS SHOWN ON MAP THEREOF RECORDED IN BOOK 1, PAGE 389 OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF THAT CERTAIN PROPERTY DESCRIBED AS PARCEL NO. 1 IN THE DEED TO JOHN M. STAHL RECORDED ON NOVEMBER 2, 1953 AS DOCUMENT NO. 549, IN BOOK 43061 PAGE 149, OFFICIAL

RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WHICH CORNER IS A POINT IN THE NORTHEASTERLY LINE OF TELEGRAPH ROAD, FORMERLY ANAHEIM-TELEGRAPH ROAD, 100 FEET IN WIDTH, AS WIDENED BY DECREE OF CONDEMNATION, A CERTIFIED COPY OF WHICH IS RECORDED IN BOOK 9983 PAGE 296, OFFICIAL RECORDS; THENCE ALONG THE WESTERLY LINE OF SAID PROPERTY NORTH $51^{\circ} 29' 05''$ EAST 297.00 FEET TO A SOUTHERLY LINE OF SAID PROPERTY; THENCE NORTH $38^{\circ} 30' 55''$ WEST THEREON 226.69 FEET TO THE SOUTHEASTERLY LINE OF THAT CERTAIN 20 FEET WIDE RIGHT-OF-WAY DESCRIBED IN DEED TO STANDARD OIL CO., OF CALIFORNIA RECORDED IN BOOK 28699 PAGE 283, OFFICIAL RECORDS, WHICH SOUTHEASTERLY RIGHT-OF-WAY LINE IS PARALLEL WITH AND DISTANT SOUTHEASTERLY 20 FEET AT RIGHT ANGLES FROM THE SOUTHEASTERLY LINE OF TRACT 7185 AS SHOWN ON MAP THEREOF RECORDED IN BOOK 135, PAGES 65 TO 80 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG THE SOUTHEASTERLY LINE OF STANDARD OIL RIGHT-OF-WAY SOUTH $26^{\circ} 21' 20''$ WEST 18.67 FEET TO AN ANGLE POINT THEREIN; THENCE NORTH $63^{\circ} 38' 40''$ WEST 20.00 FEET TO SAID SOUTHEASTERLY TRACT LINE; THENCE SOUTH $26^{\circ} 21' 20''$ WEST THEREON 300 FEET TO SAID NORTHEASTERLY STREET LINE; THENCE SOUTH $38^{\circ} 30' 55''$ EAST THEREON 109.47 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM ALL OIL, GAS AND OTHER PETROLEUM OR MINERAL SUBSTANCES IN SAID LAND, BUT WITHOUT THE RIGHT OF SURFACE ENTRY TO A DEPTH OF 100 FEET BELOW THE SURFACE THEREOF, AS RESERVED BY CENTRAL MANUFACTURING DISTRICT, INC., A CORPORATION, IN DEED RECORDED SEPTEMBER 29, 1954 IN BOOK 45712 PAGE 175, OFFICIAL RECORDS.

PARCEL E APN: 6336-010-907

THAT PORTION OF THE RANCHO SAN ANTONIO, IN THE CITY OF COMMERCE, AS SHOWN ON MAP THEREOF RECORDED IN BOOK 1, PAGE 389 OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF WASHINGTON BOULEVARD (80 FEET WIDE), WITH A LINE PARALLEL WITH AND DISTANT NORTHEASTERLY 310.00 FEET MEASURED AT RIGHT ANGLES TO THE NORTHEASTERLY LINE OF TELEGRAPH ROAD (100 FEET WIDE); THENCE FROM SAID POINT OF BEGINNING ALONG SAID PARALLEL LINE NORTH $38^{\circ} 30' 55''$ WEST 207.35 FEET; THENCE SOUTH $51^{\circ} 29' 05''$ WEST 110.00 FEET; THENCE SOUTH $38^{\circ} 30' 55''$ EAST TO THE NORTHWESTERLY LINE OF SAID WASHINGTON BOULEVARD; THENCE NORTHEASTERLY ALONG SAID LINE TO THE POINT OF BEGINNING.

EXCEPT THEREFROM ANY PORTION LYING WITHIN THE LAND GRANTED IN DEED RECORDED JANUARY 23, 1974 AS INSTRUMENT NO. 2907.

ALSO EXCEPT THEREFROM ALL OIL, GAS AND OTHER PETROLEUM OR MINERAL SUBSTANCES IN SAID LAND, BUT WITHOUT THE RIGHT OF SURFACE ENTRY TO A DEPTH OF 100 FEET BELOW THE SURFACE THEREOF, AS RESERVED BY CENTRAL MANUFACTURING DISTRICT, INC., A CORPORATION, IN DEED RECORDED SEPTEMBER 29, 1954 IN BOOK 45712 PAGE 175, OFFICIAL RECORDS.

PARCEL F APN: 6336-010-906

THAT PORTION OF THE RANCHO SAN ANTONIO, IN THE CITY OF COMMERCE, AS SHOWN ON MAP THEREOF RECORDED IN BOOK 1, PAGE 389 OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF WASHINGTON BOULEVARD, DESCRIBED AS PARCEL NO. 2 IN DEED TO THE COUNTY OF LOS ANGELES, RECORDED ON AUGUST 29, 1939 AS DOCUMENT NO.1085, IN BOOK 16836 PAGE 241, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WITH THE NORTHEASTERLY LINE OF TELEGRAPH ROAD, FORMERLY ANAHEIM-TELEGRAPH ROAD, 100 FEET IN WIDTH, AS WIDENED BY DECREE OF CONDEMNATION, A CERTIFIED COPY OF WHICH IS RECORDED IN BOOK 9983 PAGE 296, OFFICIAL RECORDS; THENCE ALONG SAID NORTHEASTERLY STREET LINE, NORTH 38° 30' 55" WEST 165.00 FEET; THENCE NORTH 51° 29' 05" EAST 193.00 FEET TO A LINE THAT IS PARALLEL WITH AND DISTANT NORTHEASTERLY 193.00 FEET AT RIGHT ANGLES FROM SAID NORTHEASTERLY STREET LINE; THENCE ALONG SAID PARALLEL LINE SOUTH 38° 30' 55" EAST 243.14 FEET TO AN INTERSECTION WITH THE NORTHERLY CURVED LINE OF SAID WASHINGTON BOULEVARD; THENCE WESTERLY ALONG SAID NORTHERLY LINE, WHICH IS A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 960 FEET, BEARING NORTH 25° 45' 23" WEST FROM SAID INTERSECTION POINT, A DISTANCE OF 111.23 FEET TO THE END THEREOF; THENCE CONTINUING ALONG SAID NORTHERLY LINE SOUTH 70° 52' 55" WEST 74.26 FEET TO AN ANGLE POINT THEREIN; THENCE CONTINUING ALONG SAID NORTHERLY STREET LINE NORTH 73° 49' 20" WEST 27.76 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION OF ABOVE PROPERTY GRANTED TO THE COUNTY OF LOS ANGELES BY DEED DATED JULY 25, 1973 FOR ROAD PURPOSES, RECORDED JANUARY 23, 1974 AS INSTRUMENT NO. 2907. ALSO EXCEPT THEREFROM ALL OIL, GAS AND OTHER PETROLEUM OR MINERAL SUBSTANCES IN SAID LAND, BUT WITHOUT THE RIGHT OF SURFACE ENTRY TO A DEPTH OF 200 FEET BELOW THE SURFACE THEREOF, AS RESERVED BY CENTRAL MANUFACTURING DISTRICT, INC., A MAINE CORPORATION, IN DEED RECORDED SEPTEMBER 29, 1954 IN BOOK 47512 PAGE 175, OFFICIAL RECORDS.

PARCEL G APN: 6336-010-904

THAT PORTION OF THE RANCHO SAN ANTONIO, IN THE CITY OF COMMERCE, AS PER MAP RECORDED IN BOOK 1, PAGE 389 OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHWESTERLY LINE OF THAT CERTAIN RAILWAY RIGHT-OF-WAY DESCRIBED AS PARCEL NO 1 IN THE DEED TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY RECORDED ON APRIL 7, 1953 AS DOCUMENT NO. 3406, IN BOOK 41412 PAGE 331, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTH 38° 30' 55" WEST 348.06 FEET ALONG SAID RIGHT-OF-WAY LINE FROM THE NORTHWESTERLY LINE OF WASHINGTON BOULEVARD, 80.00 FEET IN WIDTH, DESCRIBED AS PARCEL NO. 1 IN DEED TO THE COUNTY OF LOS ANGELES, RECORDED AUGUST 29, 1939 AS DOCUMENT NO. 1085, IN BOOK 16836 PAGE 241, OFFICIAL RECORDS; THENCE SOUTH 51° 29' 05" WEST 403.00 FEET TO A LINE WHICH IS PARALLEL WITH AND DISTANT SOUTHWESTERLY 403.00 FEET MEASURED AT RIGHT ANGLES, FROM SAID RIGHT-OF-WAY LINE, BEING THE TRUE POINT OF BEGINNING; THENCE SOUTH 51° 29' 05" WEST 297.00 FEET TO THE NORTHEASTERLY LINE OF TELEGRAPH ROAD, FORMERLY ANAHEIM-TELEGRAPH ROAD, 100.00 FEET IN WIDTH, AS WIDENED BY DECREE OF CONDEMNATION, A CERTIFIED COPY OF WHICH IS RECORDED IN BOOK 9983 PAGE 296, OFFICIAL RECORDS; THENCE ALONG SAID NORTHEASTERLY STREET LINE, NORTH 38° 30' 55" WEST 60.00 FEET; THENCE NORTH 51° 29' 05" EAST 297.00 FEET TO SAID PARALLEL LINE; THENCE SOUTH 38° 30' 55" EAST 60.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM ALL OIL, GAS AND OTHER PETROLEUM OR MINERAL SUBSTANCES IN SAID LAND, BUT WITHOUT THE RIGHT OF SURFACE ENTRY TO A DEPTH OF 100 FEET BELOW THE SURFACE THEREOF, AS RESERVED BY CENTRAL MANUFACTURING DISTRICT, INC., A CORPORATION, IN DEED RECORDED NOVEMBER 2, 1953.

PARCEL H APN: 6336-010-905

THAT PORTION OF THE RANCHO SAN ANTONIO, IN THE CITY OF COMMERCE, AS SHOWN ON MAP THEREOF RECORDED IN BOOK 1, PAGE 389 OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF WASHINGTON BOULEVARD, 80 FEET IN WIDTH, DESCRIBED AS PARCEL 1 IN DEED TO THE COUNTY OF LOS ANGELES RECORDED AUGUST 29, 1939 AS DOCUMENT NO. 1085, IN BOOK 16836 PAGE 241, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WITH THE NORTHEASTERLY LINE OF TELEGRAPH ROAD, FORMERLY ANAHEIM-TELEGRAPH ROAD, 100 FEET IN WIDTH, AS WIDENED BY DECREE OF CONDEMNATION, A CERTIFIED COPY OF WHICH IS

RECORDED IN BOOK 9983 PAGE 296, OFFICIAL RECORDS; THENCE ALONG SAID NORTHEASTERLY STREET LINE NORTH $38^{\circ} 30' 55''$ WEST 182.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH $38^{\circ} 30' 55''$ WEST 81.38 FEET FURTHER ALONG TELEGRAPH ROAD; THENCE NORTH $51^{\circ} 29' 05''$ EAST 381.87 FEET; THENCE SOUTH $38^{\circ} 30' 55''$ EAST 347.78 FEET TO A POINT IN THE CURVED (AND CONCAVE) NORTHWESTERLY BOUNDARY OF WASHINGTON BOULEVARD WHERE A RADIAL LINE BEARS NORTH $37^{\circ} 07' 30''$ WEST FROM SAID POINT 960.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVED STREET 71.88 FEET THROUGH A CENTRAL ANGLE OF $4^{\circ} 17' 21''$ TO A POINT IN SAID CURVE WHERE A RADIAL LINE BEARS NORTH $32^{\circ} 50' 09''$ WEST; THENCE NORTH $38^{\circ} 30' 55''$ WEST 207.35 FEET; THENCE SOUTH $51^{\circ} 29' 05''$ EAST 110.00 FEET; THENCE SOUTH $38^{\circ} 30' 55''$ EAST 189.82 FEET TO THE NORTHWESTERLY LINE OF WASHINGTON BOULEVARD AND SAID 960 FEET RADIUS CURVE WHERE A RADIAL LINE BEARS NORTH $26^{\circ} 11' 05''$ WEST; THENCE SOUTHWESTERLY 7.17 FEET ALONG SAID CURVE (CONCAVE NORTHWESTERLY) THROUGH A CENTRAL ANGLE OF $0^{\circ} 25' 20''$; THENCE NORTH $38^{\circ} 30' 55''$ WEST 243.14 FEET; THENCE SOUTH $51^{\circ} 29' 05''$ WEST 193.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM ALL OIL, GAS, AND OTHER PETROLUM OR MINERIAL SUBSTANCE IN SAID LAND, BUT UPON THE CONDITIONS THAT THE GRANTOR , ITS SUCCESSOR OR ASSIGNS, SHALL NOT ENTER UPON, OR WITHIN 100 FEET BELOW THE SURFACE OF SAID LAND FOR THE PURPOSE OF DISCOVERING OR REMOVING ANY OF SAID SUBSTANCES, OR FOR ANY OTHER PURPOSE, AS RESERVED BY CENTRAL MANUFACTURING DISTRICT, INC. A MAINE CORPORATION, IN DEED RECORDED SEPTEMBER 29, 1954, IN BOOK 45712 PAGE 175, OFFICIAL RECORDS.

ALSO EXCEPT THAT PORTION OF ABOVE PROPERTY GRANTED TO THE COUNTY OF LOS ANGELES BY DEED DATED JULY 25, 1973 FOR ROAD PURPOSES, RECORDED JANUARY 23, 1974 AS INSTRUMENT NO. 2907.

C.O.C. 12-05**CERTIFICATE OF COMPLIANCE
PROPOSED LEGAL DESCRIPTION**

**IN THE CITY OF COMMERCE,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA**

EXHIBIT "A-2"**PARCEL A**

THAT PORTION OF THE RANCHO SAN ANTONIO, IN THE CITY OF COMMERCE, AS SHOWN ON MAP THEREOF RECORDED IN BOOK 1, PAGE 389 OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHWESTERLY LINE OF WASHINGTON BOULEVARD, 90 FEET IN WIDTH, DESCRIBED AS PARCEL NO. 1 IN DEED TO THE COUNTY OF LOS ANGELES, RECORDED AUGUST 29, 1939 AS DOCUMENT NO 1085, IN BOOK 16836 PAGE 241, OFFICIAL RECORDS AND AS WIDENED BY DEED DATED JULY 25, 1973 FOR ROAD PURPOSES, RECORDED JANUARY 23, 1974 AS INSTRUMENT NO 2907, OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WITH THE SOUTHWESTERLY LINE OF THAT CERTAIN 50 FOOT WIDE RAILWAY RIGHT-OF-WAY CONVEYED TO THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, BY DEED RECORDED APRIL 7, 1953 AS DOCUMENT NO. 3406, IN BOOK 41412 AT PAGE 331, OFFICIAL RECORDS AND REFERRED TO THEREIN AS PARCEL NO. 1, THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 38° 35' 15" WEST 574.81 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 384.27 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND SAID CURVE AN ARC DISTANCE OF 453.13 FEET, THROUGH A CENTRAL ANGLE OF 64° 52' 43" TO A TANGENT POINT ON THE SOUTHEASTERLY LINE OF THAT CERTAIN 20.00 FEET WIDE RIGHT-OF-WAY CONVEYED TO STANDARD OIL COMPANY BY DEED RECORDED ON NOVEMBER 10, 1948 AS DOCUMENT NO 2014, IN BOOK 28699, PAGE 283, OFFICIAL RECORDS; THENCE TANGENT ALONG SAID SOUTHEASTERLY LINE SOUTH 26° 17' 28" WEST 707.99; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE SOUTH 63° 42' 32" WEST 20.00 FEET TO THE SOUTHEASTERLY LINE OF TRACT NO. 7185 AS SHOWN ON MAP RECORDED IN BOOK 135, PAGES 65 TO 80 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY; THENCE ALONG SAID SOUTHEASTERLY TRACT LINE SOUTH 26° 21' 20" WEST 300.00 FEET TO THE NORTHEASTERLY LINE OF TELEGRAPH ROAD, FORMERLY ANAHEIM-TELEGRAPH ROAD, 100 FEET IN WIDTH, AS WIDENED BY DECREE OF CONDEMNATION, A CERTIFIED COPY OF WHICH IS RECORDED IN BOOK 9983 PAGE

296, OFFICIAL RECORDS; THENCE ALONG THE SAID NORTHEASTERLY LINE OF TELEGRAPH ROAD SOUTH $38^{\circ} 35' 15''$ EAST 408.03 FEET; THENCE CONTINUING ALONG SAID WASHINGTON BOULEVARD NORTHERLY LINE, SOUTH $75^{\circ} 50' 47''$ EAST 33.81' TO THE NORTHWESTERLY LINE OF SAID WASHINGTON BOULEVARD, 90.00 FEET IN WITH; THENCE ALONG SAID NORTHWESTERLY LINE OF WASHINGTON BOULEVARD NORTH $70^{\circ} 48' 46''$ EAST 71.43 TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 955.00 FEET; THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE AND SAID CURVE AN ARC DISTANCE OF 323.27 FEET, THROUGH A CENTRAL ANGLE OF $19^{\circ} 23' 41''$; THENCE TANGENT TO SAID CURVE, ALONG ON THE NORTHWESTERLY LINE OF SAID WASHINGTON BOULEVARD, 90 FEET WIDE, NORTH $51^{\circ} 25' 05''$ EAST 295.03' TO THE POINT OF BEGINNING.

CONTAINS 10.62 ACRES, MORE OR LESS

ALL OF THE HEREIN DESCRIBED LAND IS SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS, AND RIGHTS-OF-WAY OF RECORD.



CERTIFICATE OF COMPLIANCE NO. 12-05



1-30-12

SCALE: 1"=150'

SO. CALIF. EDISON R/W
LOTS 24, 25 & 26 TRACT NO. 7185

20.00' WIDE STRIP OF STANDARD OIL COMPANY PER DEED REC. 11-10-48, DOC #2014, BK 28699, PG 283 OR

SOUTHEAST LINE OF TRACT NO. 7185 MB 135/85-80

$\Delta = 64^{\circ}52'43"$
 $R = 384.27'$
 $L = 435.13'$
 $T = 244.24'$

A.T. & S.F.

$N38^{\circ}35'15"W$ 574.81'

WASHINGTON BOULEVARD, 80' WIDE

SOUTHWESTERLY LINE OF 50.00' STRIP OF SANTA FE RAILWAY COMPANY REC. 4-7-53 DOC #3406, BK 41412, PG. 331 O.R.

POINT OF BEGINNING

NORTH-WESTERLY LINE WASHINGTON BOULEVARD 90.00 FEET IN WIDTH

$\Delta = 19^{\circ}23'41"$
 $R = 955.00'$
 $L = 323.27'$
 $T = 163.20'$

(A)

$\Delta = 63^{\circ}42'32"E$
 $L = 20.00'$

$S26^{\circ}17'28"W$ 300.00'

$N70^{\circ}48'46"E$ 71.43'
 $S75^{\circ}50'47"E$ 33.81'

$S38^{\circ}35'15"E$ 408.03'

50' TELEGRAPH ROAD

50' 50'

WASHINGTON BOULEVARD

$S51^{\circ}25'05"W$ 295.03'

EXHIBIT "B"

PARCEL MERGER

12-05

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On January 31, 2012 before me, Elizabeth Garcia, Notary Public

personally appeared Jorge Rifa

Here Insert Name and Title of the Officer

Name(s) of Signer(s)



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: Elizabeth Garcia

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Certificate of Compliance No. 1205

Document Date: January 31, 2012 Number of Pages: 11

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

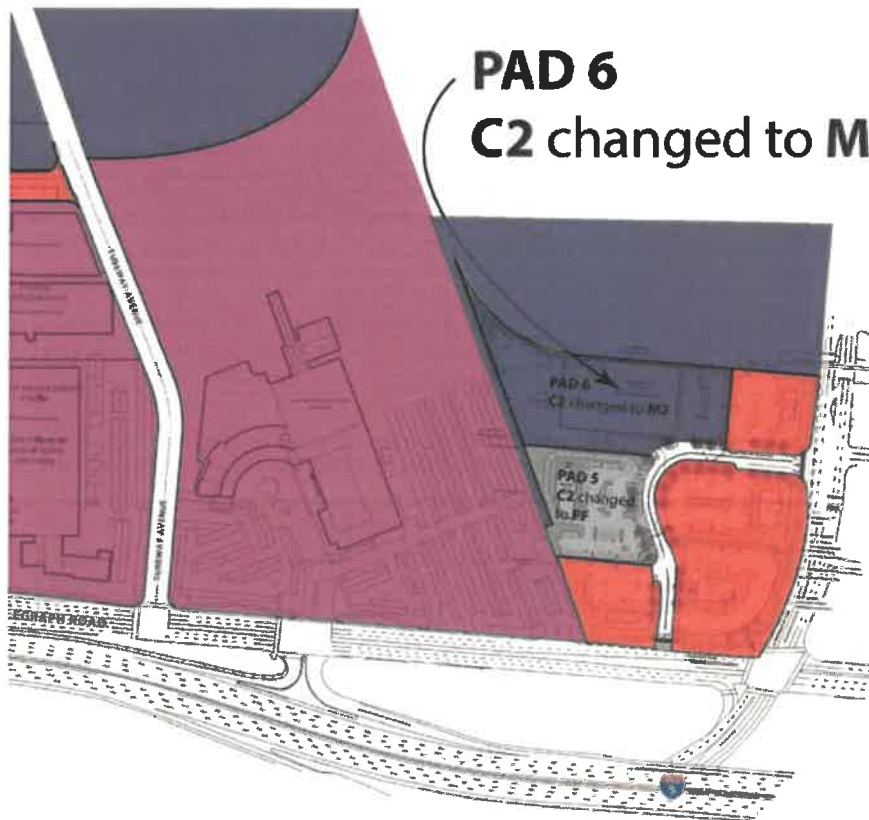
EXHIBITS B & B-1
Legal Description & Depiction of the Citadel Use Property

[Legal Description To Be Attached]

[Depiction Attached]

EXHIBIT B-2
Plot Plan Map of Citadel Use Property Zone Change

[Attached]



| ZONING | |
|---|--------------------------------|
| | C2- Unlimited Commercial |
| | C/M1- Commercial Manufacturing |
| | M2- Heavy Industrial |
| | PF- Public Facility |

PAD 6
C2 changed to M2

PROPOSED ZONING CHANGES

Overall Site Plan

Conceptual Site Plan and Layout Plan are shown subject to change, and are used as illustrations for discussion purposes only. Landlord reserves the right to modify all or part of this concept. All spacing is subject to change.
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CIT6_MasterPlan_v22.pptx

All drawings and content created by Studio Progetti and may not be used or modified without prior written approval of Studio Progetti.



| Sheet No. | Sheet Name | Sheet Date |
|-----------|-----------------|------------|
| 001 | MECHANICAL ROOM | 10/24/19 |
| 002 | MECHANICAL ROOM | 10/24/19 |

DRAWING FOR DESIGN INTENT ONLY
NOT INTENDED FOR CONSTRUCTION



CITADEL

A PROJECT OF
CRAIG REALTY GROUP
10000 W. 10TH AVE., SUITE 100
DENVER, CO 80202



STUDIOPROGETTI
ARCHITECTURE & DESIGN
1000 W. 10TH AVE., SUITE 100
DENVER, CO 80202

SP.10

EXHIBITS C & C-1
Legal Description & Depiction of the Wash-Tel Use Property

[Legal Description To Be Attached]

[Depiction Attached]

Summary

Site Area (Shaded)
Site Area (Future)
Site Area (Current)

| | SQ. FT. | PAVING REQUIRED | PAVING PROPOSED | PAVING AREA | SEAT COUNT |
|----------------------|----------|--------------------|----------------------|----------------|---------------|
| FASTFOOD PARK 1 | 1,000 SF | 5,000 SF | 10 SP | 30,000 SF | 10 SP |
| FASTFOOD PARK 2 | 1,000 SF | 5,000 SF | 10 SP | 30,000 SF | 10 SP |
| RESTAURANT PARK 3 | 1,000 SF | 174 PAVED SEATS | 300 SEATS = 30 SP | 45,340 SF | 31 SP |
| FASTFOOD PARK 4 | 1,000 SF | 5,000 SF | 10 SP | 30,000 SF | 10 SP |

| | SQ. FT. | PAVING REQUIRED | PAVING PROPOSED | PAVING AREA | SEAT COUNT |
|----------------------|-----------|--------------------|--------------------|----------------|---------------|
| RESTAURANT PARK 5 | 10,014 SF | 17,000 SF | 50 SP | 120,240 SF | 50 SP |

CITADEL USE PROPERTY

WASH-TEL
USE PROPERTY

Not A Part

10.6 Acre Site Plan
SCALE: 1" = 50'

0 20' 50' 100'

Scale as noted on 32"x 54" print sheet

DRAWING FOR DESIGN INTENT ONLY
NOT INTENDED FOR CONSTRUCTION



CITADEL

A PROJECT OF
CRAIG REALTY GROUP

STUDIO PROGETTI

1145 North Clark Street #200 Los Angeles, CA 90015

SP.10

EXHIBITS D& D-1
Legal Description & Depiction of the 1.8-Acre Property

[Legal Description]

Real property in the City of Commerce, County of Los Angeles, State of California, described as follows:

That portion of the Rancho San Antonio, in the City of Commerce, as shown on Map thereof, recorded in Book 1, Page 389 of Patents, in the office of the County Recorder of said County, and being a portion of Parcel A of Certificate of Compliance 12-05 recorded February 3, 2012 as Instrument No. 20120198998 of Official Records of said County, more particularly described as follows:

BEGINNING at a point on the southeasterly line of that certain 20.00 foot wide right-of-way conveyed to Standard Oil Company by deed recorded November 10, 1948 as Document No. 2014, in Book 28699, Page 283, Official Records of said County, distant thereon 456.78 feet from the southwesterly line of that certain 50-foot wide railway right-of-way conveyed to the Atchison, Topeka and Santa Fe Railway Company, by deed recorded April 7, 1953 as Document No. 3406, in Book 41412, Page 331, Official Records of said County, and referred to therein as Parcel No. 1; thence continuing along said southeasterly right-of-way line South 26°12'19" West 251.18 feet; thence continuing along said right-of-way line North 63°47'41" West 20.00 feet to the southeasterly line of Tract No. 7185 as shown on Map recorded in Book 135, Pages 65 through 80 inclusive of Maps, in the office of the County Recorder of said County; thence along said southeasterly line of Tract No. 7185 South 26°12'19" West 78.40 feet; thence South 38°41'41" East 230.25 feet, thence South 83°08'28" East 5.56 feet to the beginning of a non-tangent curve, concave northwesterly, having a radius of 232.50 feet, a radial to said point bears South 56°17'26" East; thence northeasterly along said curve an arc distance of 27.68 feet, through a central angle of 6°49'13"; thence North 26°53'22" East 83.89 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 158.00 feet; thence along said curve an arc distance of 148.01 feet, through a central angle of 53°40'22" to the beginning of a tangent compound curve, having a radius of 120.00 feet, the radius point of which bears South 9°26'17" East; thence along said curve an arc distance of 100.17 feet, through a central angle of 47°49'41"; thence North 38°41'41" West 395.22 feet to the POINT OF BEGINNING.

Contains 1.800 acres, more or less.

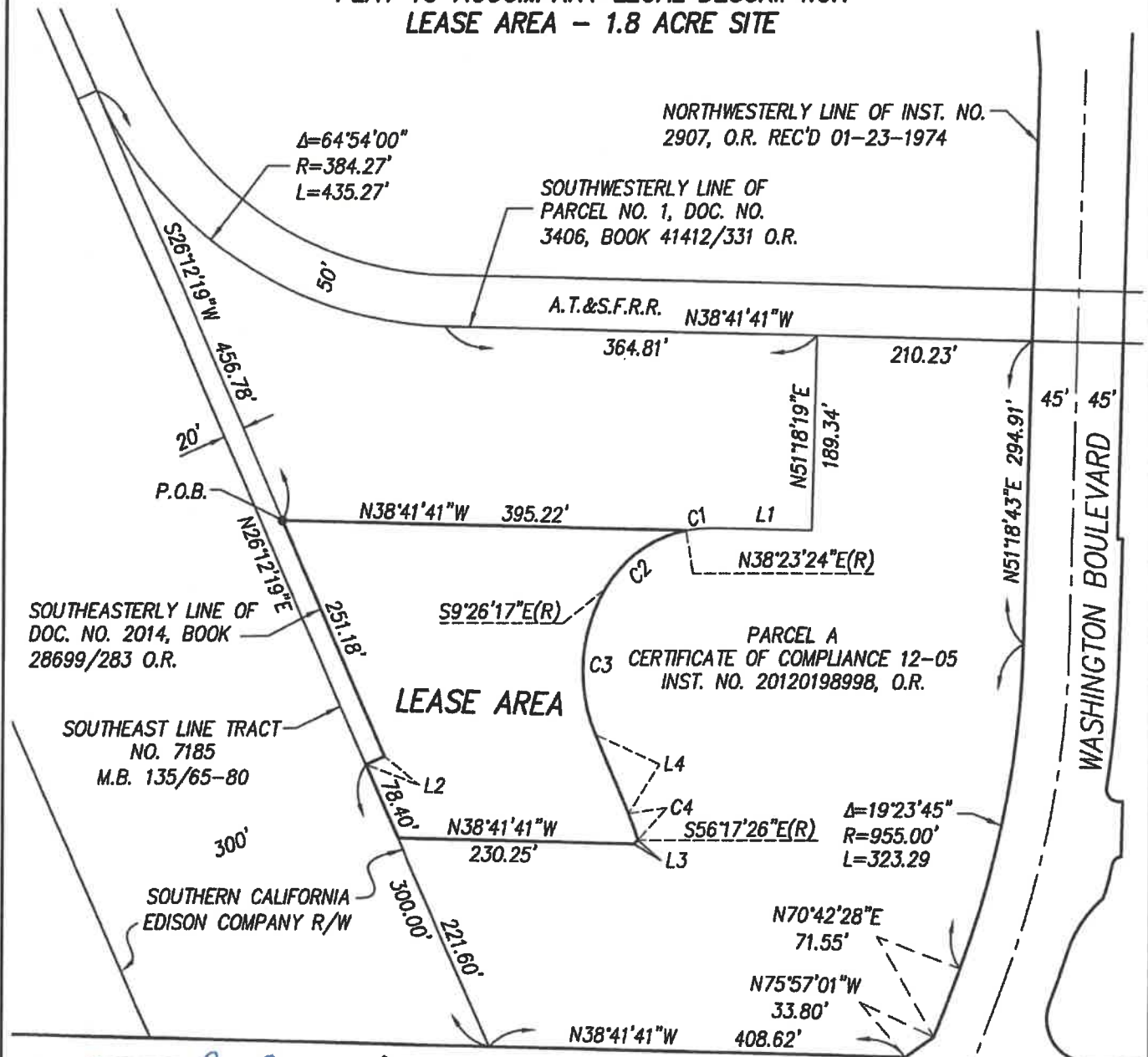
[Depiction Attached – Marked "LEASE AREA"]

EXHIBIT "C"

PLAT TO ACCOMPANY LEGAL DESCRIPTION

LEASE AREA - 1.8 ACRE SITE

SHEET 1 OF 2



SEE SHEET 2 FOR LINE AND CURVE DATA



13367 BENSON AVENUE
CHINO, CA. 91710
(909) 595-8599

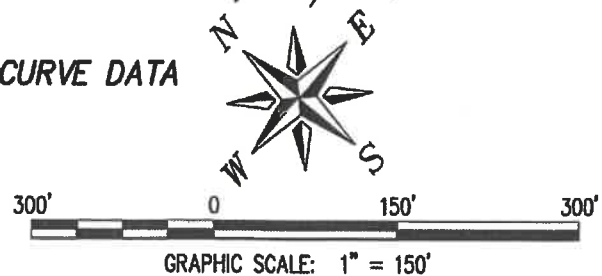


EXHIBIT E
Site Map

(attached)

EXHIBIT E

SITE MAP



EXHIBIT F
Site Plan

(attached)

Conceptual site plan and site plan is shown to illustrate the proposed development and is not intended to be used as a basis for any other purpose. The site plan is shown to illustrate the proposed development and is not intended to be used as a basis for any other purpose. The site plan is shown to illustrate the proposed development and is not intended to be used as a basis for any other purpose.

10.6 Acre Site Plan

SCALE: 1" = 50'

0 20' 50' 100'

SP10

STUDIO PROGETTI
architecture & design projects
PO BOX 563 4480 • Tel: 805 563 4482
1342 North Clark Road #307 Los Angeles, CA 90069



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CRAIG REALTY GROUP
8100 Wilshire Blvd Ste 100 • Los Angeles, CA 90047
Tel: 310 341 4100 • Fax: 310 341 4101

CITADEL



EXHIBIT G
Master Sign Plan

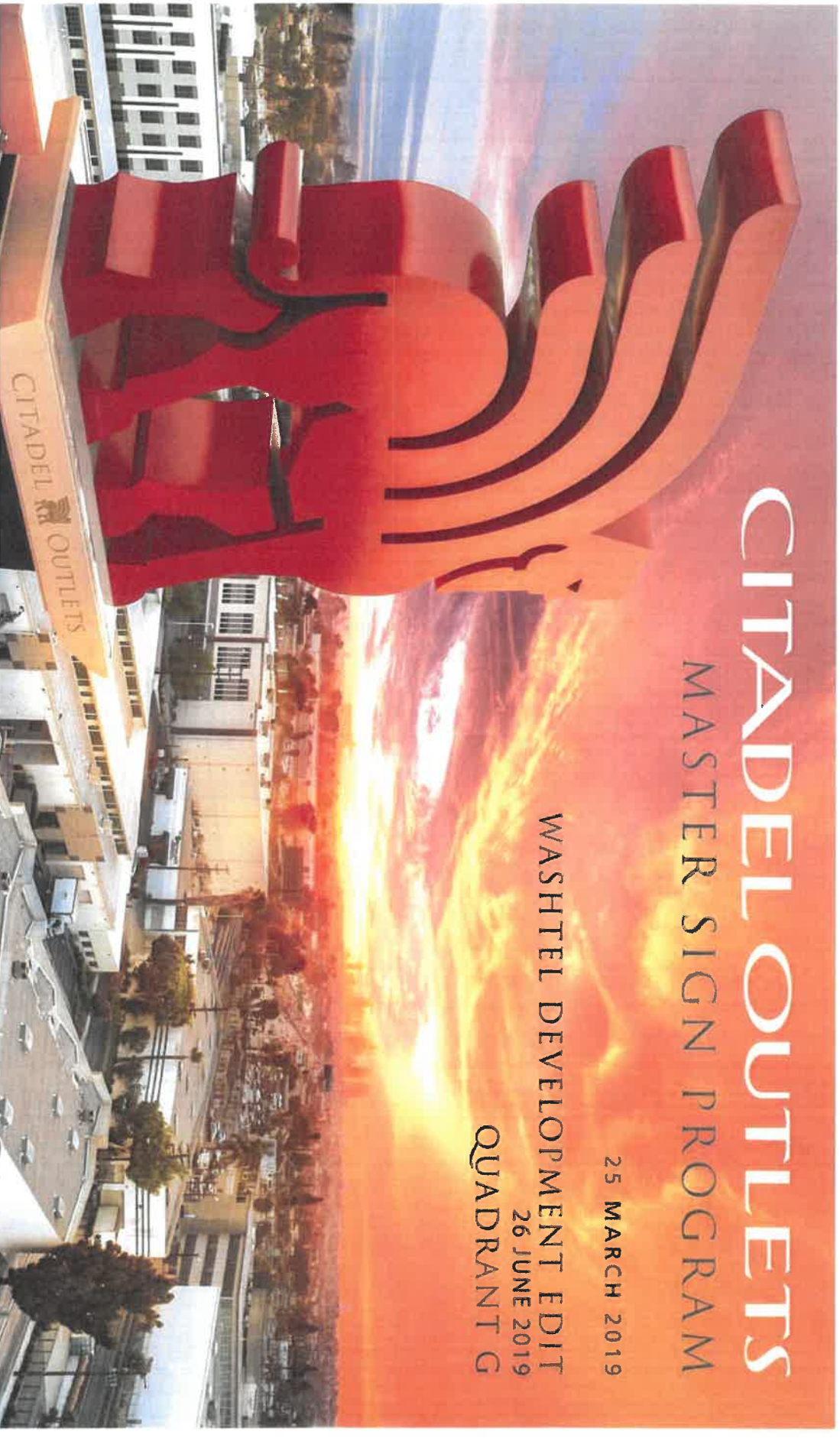
[attached]

CITADEL OUTLETS

MASTER SIGN PROGRAM

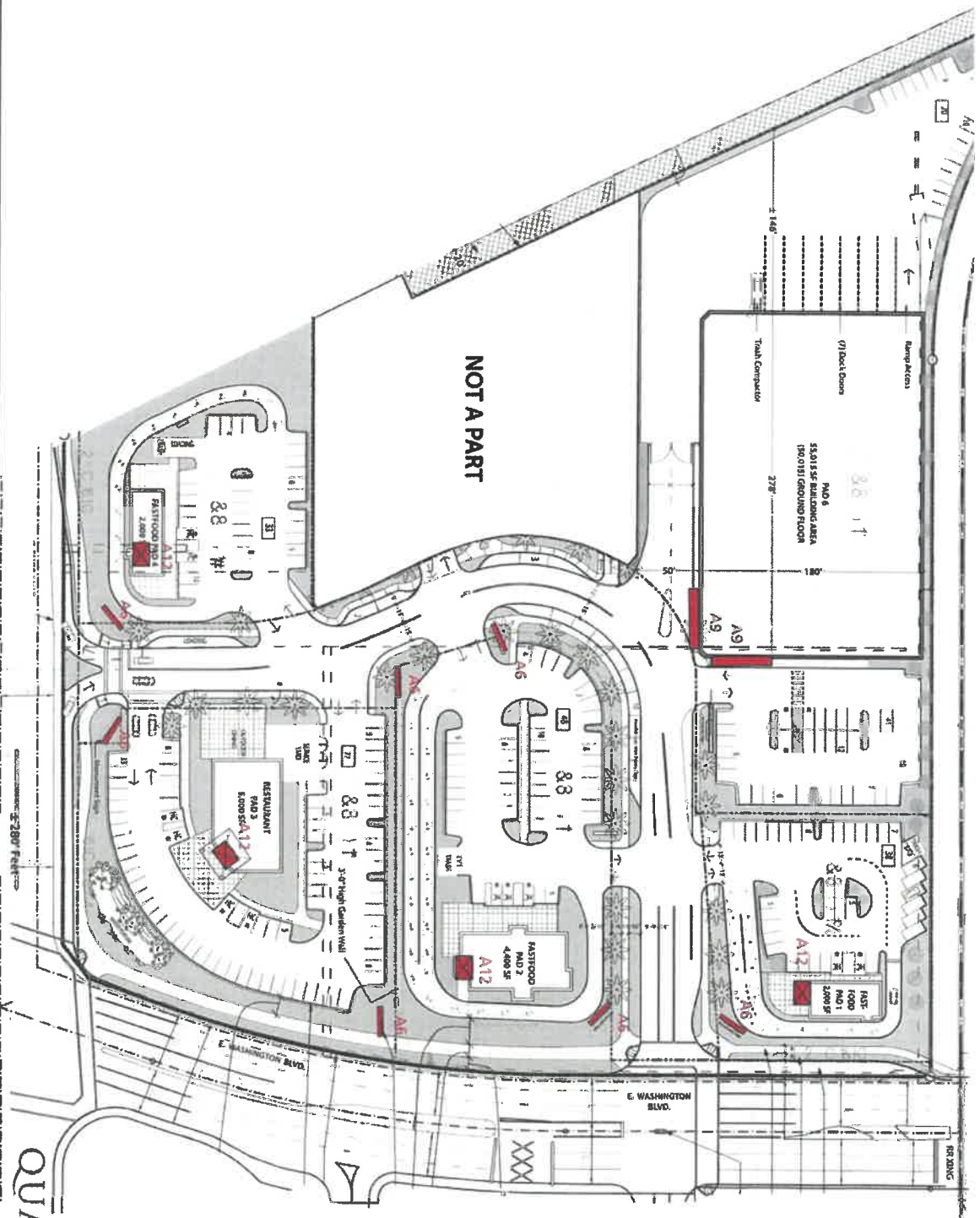
25 MARCH 2019

WASHTEL DEVELOPMENT EDIT
26 JUNE 2019
QUADRANT G



A PROJECT OF
CRAIG REALTY GROUP

STUDIOPROGETTI
architecture & design projects



Sign Location Plan Quadrant G

DATE: 25 March 2019
WASH TEL EDIT 26 June 2019

CREATING SIGNAGE ONLY
SCOPED TO THE REVISED TO ACCOMMODATE
FIELD CONDITIONS



Aerial Massing

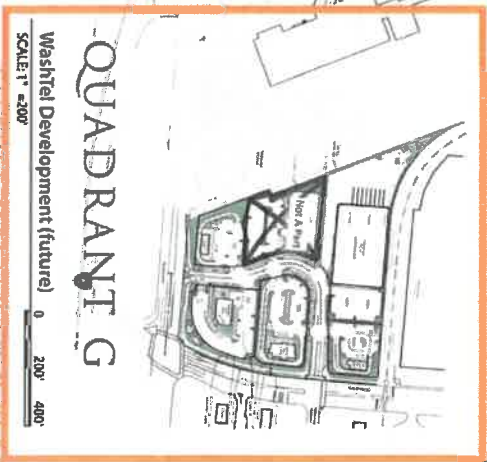


Overall Site Plan

SCALE 1" = 200'

INTERSTATE 5 / SANTA ANA FREEWAY

0 200' 400'



QUADRANT G

WashTel Development (future) SCALE 1" = 200'

CITADEL MASTER SITE PLAN

Project Site Overview

All drawings and information are for informational purposes only. They are not to be used for any other purpose without the written consent of Studio Progetti, Inc. © 2019 Studio Progetti, Inc.

DATE: 25 March 2019
WASH TEL EDIT 26 June 2019

DRAWING FOR SCENARIO ONLY
SCORE MAY BE ADJUSTED TO ACCOMMODATE
FIELD CONDITIONS

MSP
01

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CITADEL OUTLETS
100 Citadel Drive • Commerce, CA 90040 • 323-988-1124

PROJECT SIGN TYPES

The following outline identifies the Project Signage Types utilized:

OMITTED

OMITTED

OMITTED

V1 ON - SITE VEHICULAR DIRECTIONALS

Freestanding on-site signage for directing customer, office and service vehicle traffic.

Quantity: Multiple units
Copy: Center ID: Regulatory Symbols; Hotel, Office, Anchor Tenant

Height: up to 14' above grade
Sign Face: up to 50 SF; may be dual faced if req'd.



A3b LOW MONUMENT SIGNS Secondary Entrances

Individual Face-Lit Channel Letters & Logo wall mounted on screen wall or sign structure.

Quantity: Multiple Units
Height: 30" Letters; Screen wall height 16' max.

A3c LAMASSU ENTRY MARKERS

3-Dimensional Cast Stone Replicas of Assyrian Lamassu Winged Bulls.

Quantity: Multiple Units. Typically placed in pairs.
Height: 12' Tall

A5 GATE MARKERS

Internally illuminated decorative piers to help identify primary & secondary project entrances at Telegraph, Gaspar, Hoefner, Smithway, Tubeway & Washington Blvd.

Quantity: [2] per entry; [2] per Office Entry
Copy: Center ID; small scale Liability Disclaimer

Height: 14'-0" tall.
Smaller scaled illuminated bollards placed at pedestrian zones throughout the center.

A6 TENANT MONUMENTS (Existing & New)

Double-sided sign panels with individual channel letters identifying anchor tenants.

Quantity: Six (6) existing; Ten (10) new.
Copy: Office Tenant ID; Hotel

Height: 6'-10" above grade
Sign Face: 6' tall x 18' long.

A9 PROJECT FEATURE IDENTIFICATION SIGNAGE

Copy: Customer Service, Restrooms, Hotels, Monorail, Bus Transportation, Metro Station etc.
Sign Area: 2 sf per lin ft. frontage. Format may be vertical as a projecting blade or marquee.

A10 FEATURE TENANT MARQUEE SIGN

Projecting vertical dual faced custom sign marquee.
Typical Size: 25'-0" tall; Sign Area 150 sf
Theatre/Anchor Tenant: 60'-0" tall; Sign Area 500 sf

OMITTED

OMITTED

A12 ROOF TOP ICON SIGNS

Feature and Pad Tenant Buildings may incorporate a dynamic ICON topped sign structure to their allowable sign areas. Icon may rotate and may have dynamic lighting to emphasize the unique nature of the Citadel and nostalgic LA Architecture.

Project Sign Types & Descriptions

CITADEL MASTER SIGN PLAN

DATE: 25 MARCH 2019
WASH TEL EDIT 26 June 2019

DRAWING FOR DESIGN INTENT ONLY
SCOPE MAY BE ADJUSTED TO
ACCOMMODATE FIELD CONDITIONS.

MSP
02

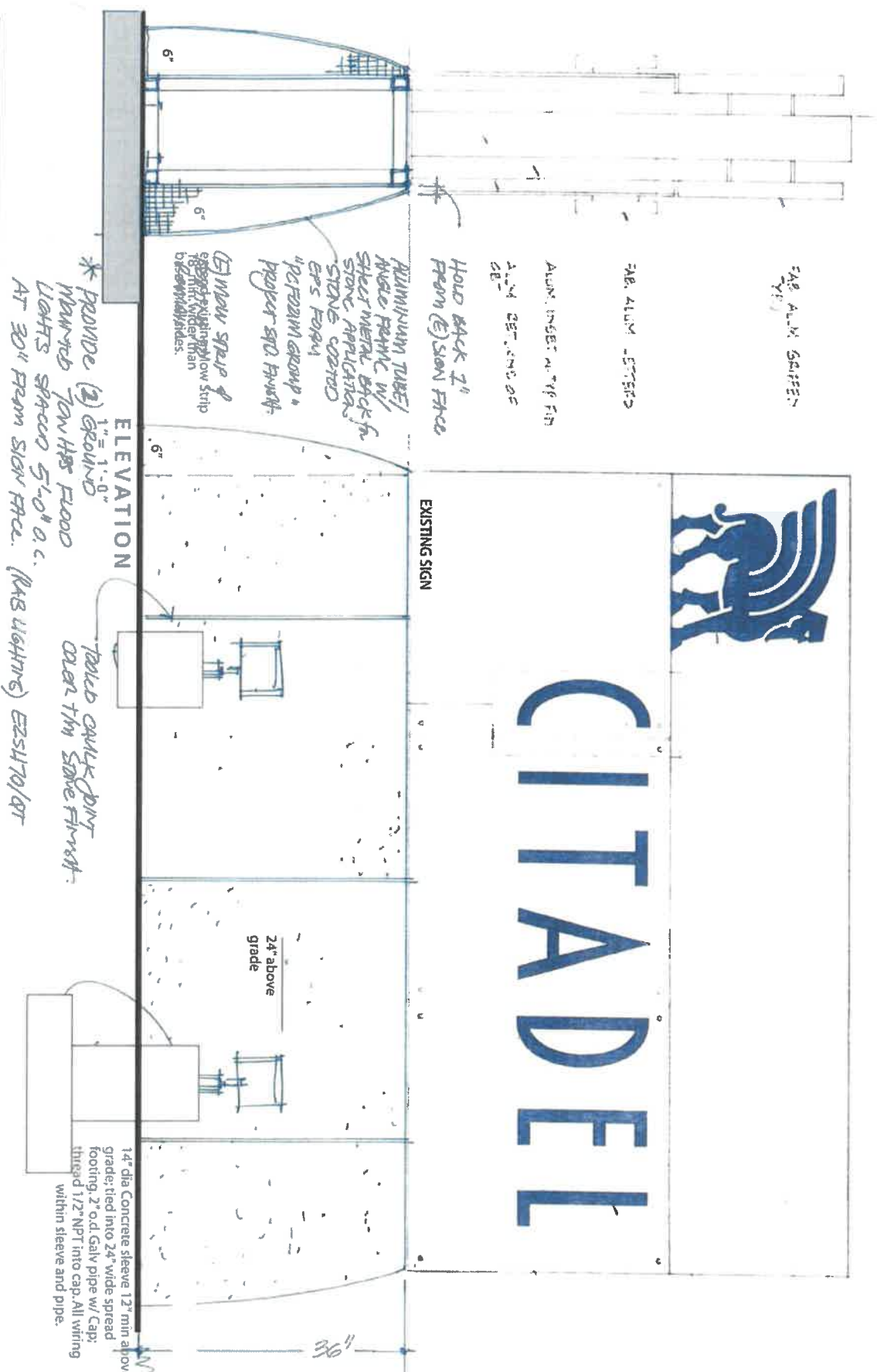
STUDIO PROGETTI
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CITADEL OUTLETS

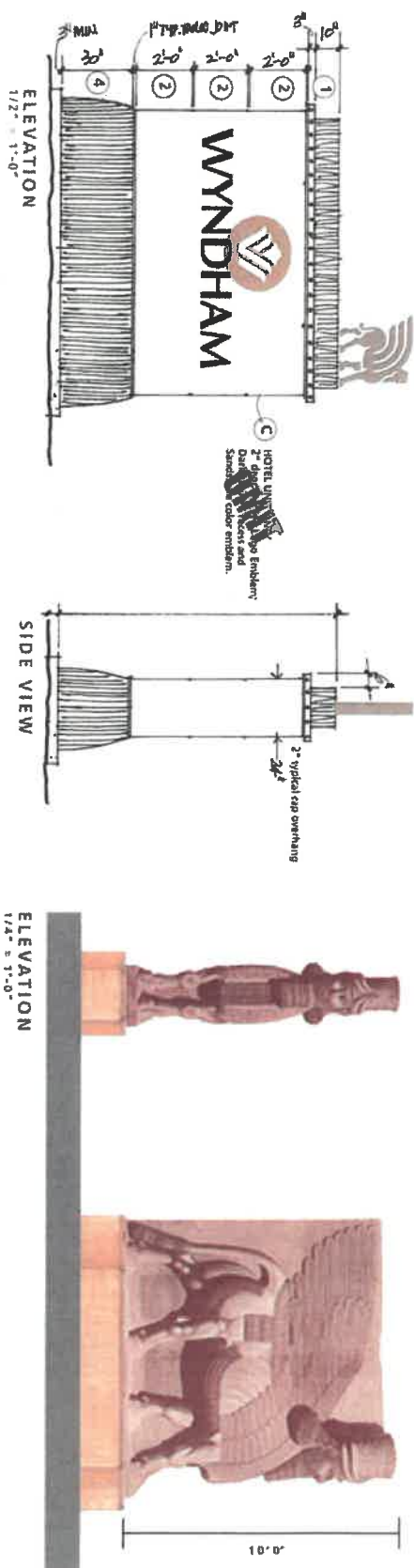
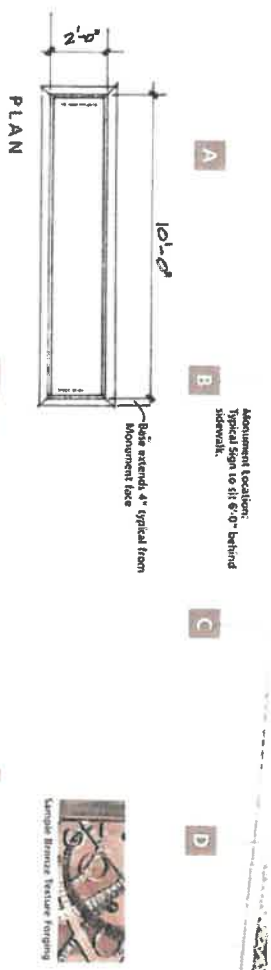
100 Citadel Drive • Commerce, CA 90040 • 323-888-1724



A3 & A6 Monument Signs

DATE: 25 March 2019
WASH TEL EDIT 26 June 2019

DRAWING FOR SCHEMATIC ONLY
NOT TO BE USED FOR CONSTRUCTION
FIELD CONDITIONS



A3 & A6 Monument Signs

DATE: 25 March 2019
WASHTEL EDT 26 June 2019

DRAWING FOR DESIGN INTENT ONLY
SCOPE MAY BE ADJUSTED TO ACCOMMODATE
FIELD CONDITIONS



V1.1 10' x 10' 1/2"



V1.2 10' x 10' 1/2"



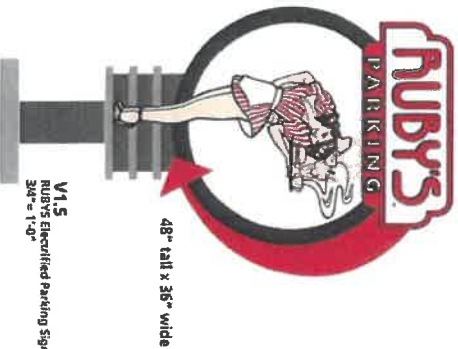
V1.3 10' x 10' 1/2"



V1.4 30' x 48"

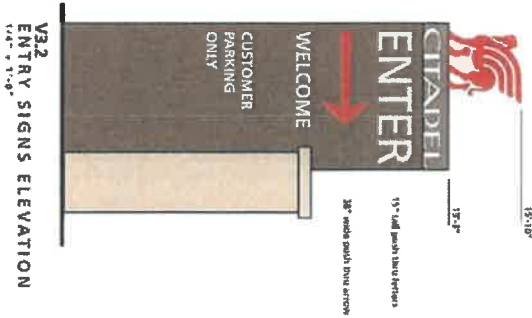
Sign Type V1
Entry & Exit Signs
Pole Mount

OMITTED



V1.5
RUBY'S Elitified Parking Sign
36" x 1'-0"

OMITTED



V2
ENTRY SIGNS ELEVATION
1'-0" x 1'-0"

Project Sign Types

DATE: 25 March 2019
WASH TEL EDIT 26 June 2019

DRAWING FOR CONSULTANT ONLY
NO PART OF THIS DRAWING TO BE REPRODUCED OR COPIED
FIELD CONDITIONS

OBJECTIVES

This Tenant Sign Criteria has been established as a guideline for defining and inspiring tenant signage within Citadel Outlets, ensuring that all signage is carefully designed, fabricated and installed equal or exceeding the quality standards normally associated with upscale full price retail shopping centers.

Tenant Branding through carefully executed signage is an integral component of the center's overall architectural character and these guidelines assist individual tenants in their contribution creating a cohesive retail atmosphere.

GENERAL CRITERIA FOR PRIMARY SIGNS - ALL ZONES & DISTRICTS

1. All signs are required to be illuminated.
2. All sign content shall be limited to letters designating the store name or established trade logo or brand as set forth in signed lease documents between Tenant and Landlord.
3. Primary Signs shall be centered architecturally on facade, generally between columns, in front of Tenant's premises; vertical sign elevation is determined by Landlord based on architectural constraints and sight lines.
4. Primary Sign Area is calculated by enclosing the proposed tenant sign in a rectangular enclosure with 8 sides maximum.
5. Tenant is permitted a maximum Primary Sign area that is calculated at 2.0 square feet of signage per foot of building frontage. Each sign calculated
6. Generally Primary Sign width cannot exceed 80% of uninterrupted building facade.
7. Specific locations and architectural treatments can dictate maximum sign size which in many cases may be less than the allowable sign area.
8. Tenant is permitted one Primary Sign per face of exterior facade to a maximum of 4 Primary Signs. Each sign should have a distinct viewing orientation. Anchor tenants over 8,000 sf may add a projecting wall sign in addition to their primary signs.
9. Signs shall be fabricated in one of the designated sign styles identified under Sign Types.
10. Sign letter heights must be appropriate for building scale and viewing angle. Tenant signage varies dramatically by nature of tenant branding so no minimums or maximum are defined.
11. A double-sided Projecting Wall Sign or Marquee may be utilized in lieu of a Primary wall sign. The details and configuration of the sign attachment should be Citadel Assyrian Influenced. Only one side is calculated for area. Maximum Projection is 8 feet. Sign shall generally have a vertical orientation.
12. Feature Tenants facing the interior pedestrian streets may incorporate LED animated signage as a part of their identity with specific Landlord approval. Animation shall be limited to a HD quality display, slow-motion graphics with dissolve fades using high quality graphic images. Copy shall be limited to store brand, fashion collection identities and seasonal buzz phrases.

OMITTED

ENTERTAINMENT DISTRICT: FOOD & RETAIL TENANTS

In addition to the primary signage described above:

1. Neon, LED animated graphics and/or fiber optic displays will be allowed subject to Landlord approval with primary orientation to the internal plaza. LED display shall be required to be an HD quality display, slow motion graphics with dissolve-fades using high quality graphic images. Copy shall be limited to store brand identity. Signage is required to be below eave line.
2. Figurative animated signage is considered a bonus. A maximum 50% bonus over the Primary Sign Area Allowance will be considered based on quality of design at the sole discretion of the Landlord.
3. Anchor Adventure Tenant may also incorporate a large format LED into their building; content limited to Tenant's own branded materials; up to 1,000 sf of sign area allowed. Display shall be primarily internally oriented.

A12. ROOF TOP ICON SIGNS

Feature and Pad Tenant Buildings may incorporate a dynamic ICON sign structure to their allowable sign areas. Icon may rotate and may have dynamic lighting to emphasize the unique nature of the Citadel and nostalgic LA Architecture.

FEATURE TENANT ANCHOR ROOF TOP SIGN

1. Feature anchors and pad tenants in Quadrant G as designated in the Master Sign Program, can incorporate a roof top mounted icon sign.
2. Sign area is calculated per one side ; 330sf max.
3. Sign height maximum is 65' from finished floor
4. Sign may rotate and include twinkle glint for a sparkle affect.
5. Pad tenants are responsible for all engineering of structure
6. Pads will be afforded a more classic LA car culture theme as an appropriate extension of the PAD facade design.
7. Landlord reserves the right to control the execution of the sign design and support details to encourage strong thematic character.

CITADEL MASTER SIGN PLAN

TENANT Sign Criteria

DATE: 25 MARCH 2019
WASH TEL EDIT 26 June 2019

DRAWING FOR DESIGN INTENT ONLY.
LANDSCAPE HAS THE RIGHT TO ALLOW OR
DENY ANY SIGNAGE BASED ON THE
QUALITY OF THE SIGN DESIGN & CONTENT



SECONDARY SIGN CRITERIA - ALL ZONES & DISTRICTS

1. All tenants shall have a suspended blade sign located adjacent main entry door. Tenants with multiple exposures are required to have a second blade sign on an alternate facade position to be determined by Landlord.
2. Blades are designed by the Landlord to ensure the tenant brand is enhanced three dimensionally.
3. Each blade sign shall average 9 sf with a maximum area of 12 sf per face; Maximum blade width is 66". Blade sign area does not count against Primary Sign Area Allowance.
4. All signs are externally illuminated and suspend from Landlord bracket and maintain 8'-4" min. clear. The bracket designs vary throughout the center.
5. Transom Sign over door, or dual Door Vinyl Graphics may be used as pedestrian level identification.
Transom signs: 6 sf max, up to 2 colors; may be individual dimensional letters or vinyl letters.
Door Graphics: 1.5 sf per door and up to 2 colors of vinyl.
6. Window Graphics: Every other window display may use 3 sf max of vinyl copy below 42". Masks and graphic window vinyl used for display features shall be 10% or less of window area.
7. All vinyl must be machine-cut and applied second surface in a professional manner. Vinyl that is not maintained shall be removed by Landlord.
8. Brand coordinated Awning Fabric Selection and Screened Graphics may be applied to facades that have LL provided awnings. All material must be fire-treated. Graphics are provided by Landlord vendor at Tenant's expense; Valance: One tenant ID may be applied per individual awning panel or every 10' or on continuous panels, or
Slope: Subtle tone-on-tone pattern, logo graphic, or initials may be applied to the slope portion on the awning. Fabric + 2 shades max.
Color / pattern for either option must be submitted for Landlord approval.

* To eliminate the annoying glare of exposed lamps, external sign lighting must be baffled or shielded. External fixtures and shades must contribute to the design of the center.

DESIGN STANDARDS

The purpose of establishing these design standards is to ensure that each Tenant sign provides a high level of finish and detail, enhances the design of the architecture, and contributes to the impression the center leaves with the shopper

The signage program has been developed to enrich a village concept and encourages a diversity of sign styles and materials that will strengthen the individual identities of the Tenants within the context of a unified theme.

A. Sign Colors and Finishes:

All Tenant Sign Colors must be approved by Landlord prior to fabrication. To create a variety of signs and emphasize a Tenant Branding, a standard color palette has not been established.

B. Suitable Sign Materials & Assemblies may include:

- Dimensional letterforms with seamless edge treatments.
- Mixed media signs of three-dimensional forms.
- Polished, etched or abraded metals.
- Aluminum or laminated opaque acrylic materials with painted matte finish.
- Etched or sandblasted acrylic.
- Cast resin letterforms with paint or leaf finishes.
- Gold, silver and copper leaf.
- Metallic paint finishes.
- Professionally hand-painted wall signs.
- Neon accents or trim—see sign zone map for acceptability.

Examples of unacceptable materials include trim cap, vacu-formed acrylic, uncoated HDU, MDO, Sintra, etc.

C. Illumination

Identify signage may be illuminated using a variety of lighting techniques. The use of one or more of the following lighting techniques is required:

1. Reverse Channel Letters with Neon or LED light sources
2. External Quartz Halogen Illumination*
3. Combination Channel Letters with push-thru Plex Face, Solid Returns & Halo Illumination
4. Open Channel Letters with Exposed Neon Tubing; or Closed Channel Letters with Perimeter or In-line Exposed Neon / LED Tubing.

TENANT Sign Criteria

CITADEL MASTER SIGN PLAN

DATE: 25 MARCH 2019
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REMARKS: THE DESIGN INTENT OF THE MASTER SIGN PLAN IS TO PROVIDE A FRAMEWORK FOR THE DESIGN OF THE QUALITY OF THE SIGN DESIGN & CONSTRUCTION.



A PROJECT OF
CRAIG REALTY GROUP

STUDIO PROGETTI
architecture & design projects

CITADEL OUTLETS
100 Citadel Drive • Commerce, CA 90040 • 213-886-1774

EXHIBIT H
Schedule of Performance
10 Acres

| ACTIVITY (Anticipated Dates) | COMPLETION DATE | EXTENDED DATE | COMMENTS |
|--|----------------------------|--------------------------|-----------------|
| Approval of Development Agreement by City | 7/16/19 | | |
| | | | |
| Close of Escrow | 9/1/19 | | |
| | | | |
| Submittal of Application for Development Entitlements | 2019 | | |
| | | | |
| Commence construction | 2020-21 | | |
| | | | |
| Complete Construction | 2022-23 | 2028 | |
| | | | |
| Issuance of Certificate of Occupancy | 2022-23 | 2028 | |