

OVERSIGHT BOARD AGENDA

City of Monterey Park, California

Oversight Board to the City of Monterey Park Successor Agency to the Monterey Park Redevelopment Agency

Special Meeting

Friday, April 8, 2016, 9:00 a.m.

**Monterey Park City Hall, Room 266, Second Floor
320 West Newmark Avenue, Monterey Park, CA 91754**

Staff reports, writings, or other materials related to an item on this Agenda, which are distributed to the Oversight Board less than 72 hours before this scheduled meeting are available for public inspection in the City Clerk's Office located at 320 West Newmark Avenue, Monterey Park, CA 91754, during normal business hours. Such staff reports, writings, or other materials are also on the City's website subject to staff's ability to post the materials before the meeting. The City's website is located at <http://ci.monterey-park.ca.us/home/index.asp>. Copies of staff reports and/or written documents pertaining to any item on the Agenda are on file in the Office of the City Clerk and are available for public inspection during regular business hours.

PUBLIC COMMENTS ON AGENDA ITEMS

Any member of the public wishing to address the Oversight Board regarding any item on this Agenda will need to fill out a speaker card and then return it to the Secretary before the announcement of the Agenda Item.

Speakers are provided five (5) minutes per individual on each published agenda item. Persons may consolidate with another speaker's time not to exceed two (2) minutes for each speaker wishing to forego his or her opportunity. However in the interest of ensuring that all members of the Public have an equal opportunity to participate, a single speaker cannot speak for more than ten (10) minutes on the individual Agenda item. In the event that there are a large number of speakers on a particular agenda item, the Oversight Board may in the interest of being able to timely conduct business reduce the amount of time allotted to each speaker and/or limit the total amount time allowed for speakers to address the agenda item. At the conclusion of that period of time, the speaker will be asked to conclude their remarks so that the next speaker may begin their comments.

In accordance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call City Hall, (626) 307-1359. Please notify the City Clerk's Office twenty-four hours prior to the meeting so that reasonable arrangements can be made to ensure availability of audio equipment for the hearing impaired. Room 266 is wheelchair accessible.

CALL TO ORDER **Chair Person**

FLAG SALUTE **Chair Person**

ROLL CALL **Paul Talbot, Robert Lee Gin, Michael D. Hamner, Cheryl Plotkin, Annie Young, John Leung, Katherine Hennigan**

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTIONS

[1.] PRESENTATIONS: None.

ORAL AND WRITTEN COMMUNICATIONS

CONSENT CALENDAR -- ORAL AND WRITTEN COMMUNICATIONS

Any individual wishing to address the Oversight Board under Oral and Written Communications needs to complete and return a Speaker Card provided by the Secretary before the Oversight Board begins an item.

The Secretary will call members of the public that have submitted speaker cards. The Secretary will call the public in the same order that the speaker cards are received except that the Secretary may group and present the speaker cards by first calling all persons in favor of an issue and all persons opposed, and finally those with neutral comments.

Items on the Consent Calendar are considered to be routine, ongoing business and will be enacted by one motion. There is no separate discussion on consent items unless a Oversight Board Member or citizen so requests, in which event the item is removed from the Consent Calendar and considered separately. Individuals wishing to address the Oversight Board on any item must first complete a speaker card provided by the City Clerk and must return it to the City Clerk before the Oversight Board's consideration of the Consent Calendar. The City Clerk will not accept cards after the item has been taken up. Time limit for individual comments is five minutes.

Consent Calendar – Approval By Minute Motion

[2.] MONTEREY PARK OVERSIGHT BOARD

2-A. APPROVAL OF MINUTES FOR THE DECEMBER 17, 2015 SPECIAL MEETING

It is recommended that the Oversight Board

- (1) Approve the Minutes from the special meeting of the Monterey Park Oversight Board of January 21, 2016; and
- (2) Take such additional, related, action that may be desirable.

[3.] NEW BUSINESS

3-A A REQUEST THAT THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO THE FORMER REDEVELOPMENT AGENCY APPROVE OF THE SUCCESSOR AGENCY'S SALE OF REAL PROPERTY ADDRESSED AT 540 WEST GARVEY AVENUE; APN 5257-005-904, 905, TO SELINA LUONG AND HAU XUAN LUONG.

It is recommended that the Oversight Board consider:

- (1) Adopting a resolution approving of the Successor Agency's sale of real property addressed at 540 West Garvey Avenue (APN 5257-005-904, 905) to Selina Luong and Hau Xuan Luong;
- (2) Taking such additional related action that may be desirable.

[4.] UNFINISHED BUSINESS

None.

ADJOURNED



Oversight Board Staff Report

DATE: April 8, 2016

AGENDA ITEM NO: 2-A

TO: Chairperson Talbot
Board Members Yaung, Gin, Hamner, Plotkin, Leung, Hennigan
FROM: Vincent D. Chang, City Clerk
SUBJECT: Oversight Board (OB) Minutes

RECOMMENDATION:

It is recommended that the Oversight Board

- (1) Approve the minutes from the special meeting of January 21, 2016; and
- (2) Take such additional, related, action that may be desirable.

EXECUTIVE SUMMARY:

None.

BACKGROUND:

None.

FISCAL IMPACT:

None.

Respectfully submitted,

Prepared by:

Vincent D. Chang
City Clerk

Helena Cho
Secretary

Approved By:

Paul L. Talbot
Chair

Attachments: January 21, 2016 special meeting minutes

ATTACHMENT 1

Minutes

**MINUTES
OVERSIGHT BOARD TO THE CITY OF MONTEREY PARK
SUCCESSOR AGENCY ACTING ON BEHALF OF THE
FORMER REDEVELOPMENT AGENCY
SPECIAL MEETING
JANUARY 21, 2016**

The Oversight Board held a Special Meeting of the Board in Room 266, Second Floor of City Hall, located at 320 West Newmark Avenue in the City of Monterey Park, Thursday, January 21, 2016 at 9:00 a.m.

CALL TO ORDER:

Chair Paul Talbot called the meeting to order at 9:10 a.m.

FLAG SALUTE:

Chair Talbot led the flag salute.

ROLL CALL:

City Clerk Secretary Helena Cho called the roll:

Board Members Present: Paul Talbot, Robert Lee Gin, Cheryl Plotkin, John Leung, Annie Young

Board Members Absent: Michael D. Hamner, Katherine Hennigan

Also Present: Director of Community and Economic Development Michael Huntley and Economic Development Specialist Donna Ramirez

AGENDA ADDITIONS, DELETIONS, CHANGES AND ADOPTION

None.

1. PRESENTATIONS

None.

ORAL AND WRITTEN COMMUNICATIONS

None.

2. MONTEREY PARK OVERSIGHT BOARD**2A. APPROVAL OF MINUTES FOR THE DECEMBER 17, 2015 SPECIAL MEETING**

Approval of Minutes for the December 17, 2015 Special Meeting.

Action Taken: The Oversight Board approved the minutes from the special meeting of the Monterey Park Oversight Board of December 17, 2015.

Motion: Moved by Board Member Plotkin and seconded by Board Member Gin, motion carried by the following vote:

Ayes: Board Members: Talbot, Gin, Plotkin, Young, Leung

Noes: Board Members: None

Absent: Board Members: Hamner, Hennigan

Abstain: Board Members: None

3. **NEW BUSINESS**

3A. **APPROVE OF THE SUCCESSOR AGENCY ENTERING INTO A BOND EXPENDITURE AGREEMENT WITH THE CITY OF MONTEREY PARK**

In June 2011, ABx1 26 dissolved California redevelopment agencies and prohibited the spending of any outstanding unspent bond proceeds ("Dissolution Law"). AB 1484 subsequently amended the Dissolution Law and provided a mechanism to allow successor agencies to spend unspent bond proceeds from bonds issued prior to January 1, 2011. Upon obtaining a Finding of Completion ("FOC"), successor agencies are allowed to spend unspent bond proceeds from pre-2011 bonds. An FOC is required to be issued upon California Department of Finance ("DOF") acceptance of required reports and payment of available cash balances. The Successor Agency completed all required steps and received its FOC on March 29, 2013.

Currently, the Successor Agency may only pay obligations approved on a Recognized Obligation Payment Schedule ("ROPS") which, as of January 1, 2016, is to be submitted to the Oversight Board and DOF once a year. The ROPS are required to be submitted several months prior to the effective date which creates timing problems in terms of entering into obligations related to projects funded by unspent bond proceeds.

As a result, the DOF has advised the Successor Agency and City may enter into an agreement to transfer unspent bond proceeds to the City to complete projects and activities consistent with the original bond requirements, including spending the proceeds within the project areas. The proposed agreement was drafted based on information from DOF staff and is modeled upon similar agreements DOF has approved. Under the agreement, only the initial transfer of the excess bond proceeds is required to be included on an approved ROPS.

The 2002 Tax Allocation Bonds for the Atlantic-Garvey Redevelopment Project No. 1 ("Bonds") were issued for the purpose of financing improvements within the Atlantic-Garvey Redevelopment Project No. 1 area (Project Area), refinancing certain outstanding obligations of the former Redevelopment Agency, funding a Reserve Account for the Bonds, and paying the costs of issuing the Bonds. The specific area of the Atlantic-Garvey Redevelopment Project area where the bonds were intended to be used is along Potrero Grande, in close proximity to the Market Place project.

The development of the Market Place power center creates the need to improve the streets leading into the project, both the infrastructure and the aesthetics. Proceeds of the Bonds must be used to finance various improvements within the Project Area, including acquisition of property and rights-of-way, street improvements, landscaping, parking facilities, retaining walls, utility improvements and general public infrastructure.

Action Taken: The Oversight Board (1) adopted **Resolution No. OBR-27** approving the Successor Agency to the former Redevelopment Agency enter into a Bond Expenditure Agreement with the City of Monterey Park; and (2) directed staff to transmit the agreement to the appropriate public agencies.

Motion: Moved by Board Member Gin and seconded by Board Member Leung, motion carried by the following vote:

Ayes: Board Members: Talbot, Gin, Plotkin, Yaung, Leung
Noes: Board Members: None
Absent: Board Members: Hamner, Hennigan
Abstain: Board Members: None

Resolution No. OBR-27, entitled:

A RESOLUTION OF THE OVERSIGHT BOARD APPROVING OF THE MONTEREY PARK SUCCESSOR AGENCY ENTERING INTO A BOND EXPENDITURE AGREEMENT WITH THE CITY OF MONTEREY PARK

3B. A RESOLUTION APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 16-17A & B) AND ADMINISTRATIVE BUDGET FOR JULY 1, 2016 - JUNE 30, 2017

AB X1 26 requires the Monterey Park Successor Agency ("SA") to formulate Recognized Obligation Payment Schedules ("ROPS") under which the SA makes payments for eligible obligations of the former Redevelopment Agency. The ROPS are considered by the Successor Agency Board, presented to the Oversight Board ("OB") and, if approved by the OB, submitted to the California Department of Finance ("DOF") for its review and approval.

Effective January 1, 2016, the ROPS is to be submitted on an annual basis. As a result, staff requests that the Oversight Board consider and adopt a resolution approving the ROPS 16-17A & B and Administrative Budget for the period covering July 1, 2016 -June 30, 2017.

Action Taken: The Oversight Board (1) adopted **Resolution No. OBR-28** approving the Recognized Obligation Payment Schedule 16-17A & B for the period between July 1, 2016 - June 30, 2017 and approving the Successor Agency Administrative Budget for July 1, 2016 - June 30, 2017; and (2) directed staff to transmit the ROPS and Administrative Budget to the appropriate public agencies.

Motion: Moved by Board Member Leung and seconded by Board Member Plotkin, motion carried by the following vote:

Ayes: Board Members: Talbot, Gin, Plotkin, Yaung, Leung
Noes: Board Members: None
Absent: Board Members: Hamner, Hennigan
Abstain: Board Members: None

Resolution No. OBR-28, entitled:

A RESOLUTION OF THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY TO THE MONTEREY PARK REDEVELOPMENT AGENCY ADOPTING RECOGNIZED OBLIGATION PAYMENT SCHEDULES AND ADMINISTRATIVE BUDGET PURSUANT TO HEALTH AND SAFETY CODE § 34177

5. **CLOSED SESSION**

None.

6. **UNFINISHED BUSINESS**

None.

ADJOURNMENT

There being no further business for consideration, the meeting was adjourned at 9:26 a.m.

Vincent D. Chang
Secretary

Staff Report Monterey Park Oversight Board

Meeting Date: April 8, 2016

Agenda Item: 3A

TO: Chairperson Talbot
Board Members Yaung, Gin, Hamner, Plotkin, Leung, Hennigan

FROM: Donna M. Ramirez, Economic Development Specialist

SUBJECT: A request that the Oversight Board to the Successor Agency to the former Redevelopment Agency approve of the Successor Agency's sale of real property addressed at 540 West Garvey Avenue (APN 5257-005-904, 905) to Selina Luong and Hau Xuan Luong.

RECOMMENDATION:

It is recommended that the Monterey Park Oversight Board to the Successor Agency to the former Redevelopment Agency consider:

1. Adopting a resolution approving of the Successor Agency's sale of real property addressed at 540 W. Garvey Avenue (APN 5257-005-904, 905) to Selina Luong and Hau Xuan Luong; and
2. Take such additional, related action that may be desirable.

EXECUTIVE SUMMARY:

On August 8, 2013, the City Council acting on behalf of the Successor Agency (SA) approved the SA's Long Range Property Management Plan ("LRPMP") as required by the Dissolution Law. This Oversight Board subsequently approved the LRPMP on August 15, 2013. The California Department of Finance (DOF) later requested changes to the SA's LRPMP, and the Revised LRPMP was subsequently approved by the Oversight Board on October 10, 2013. DOF approved the Revised LRPMP on December 24, 2013.

The approved, Revised LRPMP identified 540 West Garvey Avenue as "Site 2," a property to be disposed of by the SA. The Revised LRPMP estimated the current value of the 27,700-square foot property as \$1,345,000. Accordingly, it may be conveyed by the SA in accordance with the LRPMP and applicable law including, without limitation, AB 1484 (June 27, 2012) and SB 107 (September 22, 2015). Any disposal of property by the SA "is

to be done expeditiously and in a manner aimed at maximizing value.” (H&S Code §34177(e)).

On March 2, 2016, the SA considered the potential sale of the property. On the day of the meeting, the City received a counteroffer from Pacific Plaza Investment, LLC for the purchase of the property located at 540 W. Garvey Avenue. Although offers had already been submitted for SA consideration, staff informed the SA of a new counteroffer had been submitted. The SA directed staff to send a counteroffer to all interested parties to send in their last and best offer. Accordingly, the item was continued for two weeks.

The SA received two counteroffers; the final and best offers are as follows:

- Selina and Hau Xuan Luong offered \$1,862,000; and
- Pacific Plaza Investment, LLC, offered \$1,850,000

Of the two offers received, Selina and Hau Xuan Luong offered the highest purchase price of \$1,862,000. This is a cash offer with an initial deposit amount of \$55,000 to be held in escrow within three (3) business days of acceptance of this offer.

The terms of this offer are as follows:

- The sales price for the property is \$1,862,000;
- Within three (3) business days of acceptance of the counteroffer by Buyers and Sellers execution of the Affirmation Agreement, Buyers will deposit \$55,000 into escrow;
- A 60 day escrow after acceptance of the counteroffer; and
- Buyer will deliver to escrow, on or before 5 p.m. on the third day of final acceptance of the counteroffer, proof of committed funds.

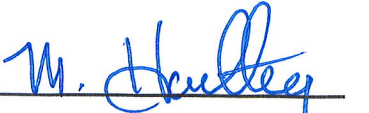
The SA accepted the offer at their meeting on March 16, 2016 and directed staff to present the offer to the Oversight Board for its approval. Pursuant to Health & Safety Code §34181(f), this meeting was noticed at least 10 days in advance, on March 28, 2016, and staff have prepared the attached resolution for the Oversight Board's consideration and approval. Because this is an action to implement the disposition of property pursuant to the approved Revised LRPMP, Department of Finance review is not required (H&S Code §34191.5(f)).

FISCAL IMPACT:

The City will receive approximately 16% of the net sale proceeds (approximately \$288,000); the remaining balance will be disbursed to various taxing entities.

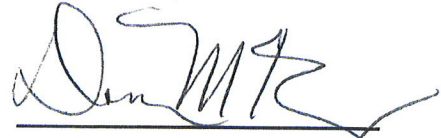
Respectfully submitted,

By:



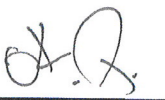
Michael A. Huntley
Director of Community and Economic
Development

Prepared By:



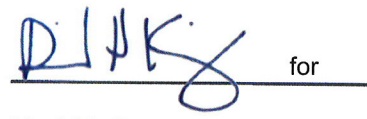
Donna Ramirez
Economic Development
Specialist

Approved by:



Paul L. Talbot
City Manager

Reviewed by:



for
Karl H. Berger
Assistant City Attorney

ATTACHMENTS:

- Attachment No. 1: Copy of Selina Luong and Hau Xuan Luong counteroffer
- Attachment No. 2: Copy of Pacific Plaza Investment, LLC counteroffer
- Attachment No. 3: Proposed resolution approving of the sale

ATTACHMENT A

Copy of Selina Luong and Hau Xuan Luong counter offer

MULTIPLE COUNTER OFFER #2

This agreement ("Agreement" or "Multiple Counter Offer #2") is intended to set forth the terms and conditions of a contract for the purchase by and sale to Selina Luong and Hau Xuan Luong and/or Assignee (the "Buyer") from City of Monterey Park acting on behalf of the Successor Agency to the former Monterey Park Redevelopment Agency (the "Seller"), a subdivision of the State of California, of the real property commonly known as 540 West Garvey Avenue, Monterey Park, California (the "Property"). When executed below, this Agreement will constitute conclusive evidence and the exclusive terms and conditions of the contract for such purchase and sale (the "Sale") of the Property and will supersede and replace in its entirety the Purchase Agreement and Joint Escrow Instructions dated January 26, 2016 (the "Offer") and multiple Counter Offer dated February 13, 2016, and any oral or written negotiations since then.

PURCHASE PRICE; DEPOSIT; ESCROW: The purchase price for the Property shall be \$ 1862000 ("Purchase Price"). Buyer shall make an initial deposit of \$55,000.00 (the "Initial Deposit") in the form of a cashier's check or personal check made payable and delivered to First American Title Escrow within three (3) business days of acceptance of this Multiple Counter-Offer #2 by Buyer, Seller's execution of the Affirmation Agreement in the form attached hereto as Exhibit "A", and Buyer's receipt of a copy of the fully executed Multiple Counter-Offer #2 and the Affirmation Agreement. Close of Escrow shall occur Sixty (60) calendar days after Acceptance of this Multiple Counter-Offer #2.

Buyer shall deliver to the Escrow, on or before 5:00 p.m. on the third calendar date of final acceptance of this Multiple Counter-Offer #2, proof of committed funds available to Buyer sufficient to enable Buyer to consummate the acquisition contemplated herein, which proof shall be in the form of a letter of credit; bank statement or other form acceptable to the Seller in the Seller's sole discretion. In the event that either (i) Buyer fails timely to provide any such proof, or (ii) the Seller determines, in the Seller's sole discretion, that any proof of funds provided to Seller by Buyer is unacceptable, the Seller shall have the right, at the Seller's option, to provide written notice to Buyer that this Multiple Counter-Offer #2 is terminated. In the event that the Seller exercises such termination right, this Multiple Counter-Offer #2 shall terminate effective as of the date of Seller's written notice to Buyer, whereupon the Initial Deposit (if theretofore deposited with the Escrow Holder) shall be returned to Buyer and Buyer and Seller shall each be relieved of any further obligation hereunder.

Escrow instructions corresponding to the terms of this Agreement shall be provided by the Escrow Holder and signed by the parties within five (5) business days of the date of Buyer's and Seller's receipt of said escrow instructions. Buyer and Seller shall deposit such documents and instruments with the Escrow Holder as and when reasonably required to complete the sale. Buyer shall be free to assign this Agreement to another person or entity ("Assignee") subject to Seller's prior review and written approval (which approval Seller may grant or withhold in its sole discretion), but Buyer shall remain liable hereunder, together with such Assignee, in the event that such Assignee fails to perform any of Buyer's obligations hereunder.

1. **BUYER'S DUE DILIGENCE AND FINANCING; CANCELLATION RIGHT:** Buyer

shall have seventeen (17) calendar days from the date of execution hereof to perform, complete, and satisfy all contingencies, inspections, investigations, tests and reviews of reports, and to complete all due diligence which the Buyer desires for this Sale of the Property, including, but not limited to, obtaining any required financing, and performing and completing any geological, soil, structural, environmental, or other tests, inspections, and investigations desire by Buyer. Buyer may, not later than the end of that period, give Seller written notice of Buyer's election to withdraw from this Agreement because of Buyer's inability to complete or dissatisfaction with the results of any of those matters ("Notice of Cancellation"), in which event Buyer's and Seller's obligations under this Agreement shall be terminated and Buyer shall receive a full refund of Buyer's deposit. If Buyer fails to give such Notice of Cancellation as within such period, all such contingencies shall be automatically removed and Buyer's obligation to proceed shall be non-contingent except as provided herein for Buyer's review of a preliminary report and underlying documents respecting the title to the Property (as set forth in Paragraph 2).

Seller shall provide to Buyer Seller documentation and additional disclosure within seven (7) business days after acceptance of this Counter Offer; such documentation and disclosure are the following:

- (a) Seller shall provide to Buyer, in Seller's possession, Phase I Environment report dated May 15, 1995;
- (b) Seller's Vacant Land Questionnaire (C.A.R. Form VLQ, 11/12).

2. TITLE; TITLE INSURANCE : Within three (3) business days after acceptance of this Counter Offer First American Title (the "Title Company") will be instructed to provide a preliminary report of the condition of title to the Property, including copies of underlying documents referred to in Schedule B thereof, for Buyer's review. Buyer may, not later than the end of three (3) days after receipt of the preliminary report and underlying documents, in which to give Seller written notice ("Notice of Title Disapproval") that Buyer disapproves the condition of title with respect to a material matter(s) that interfere with the use of the Property for the purpose for which it is currently used or intended to be used. Such notice must refer to the specific exception(s) in Schedule B of the preliminary report and the specific underlying document(s) which are the basis for Buyer's disapproval. Within five (5) business days after receipt of such notice, Seller may, in Seller's sole discretion, either (i) cancel this Agreement and the sale, in which event Buyer's and Seller's obligations under this Agreement shall be terminated and Buyer shall receive a full refund of Buyer's deposit, or (ii) elect to correct the item(s) that were disapproved by Buyer, in which event the sale shall proceed. Seller may correct such item by any means that will result in the Title Company either removing the disapproved exception(s) from the preliminary report or providing title insurance coverage by endorsement against such exception(s). At the close of the sale, Seller shall convey and Buyer shall accept title to the Property as shown in Schedule B of the preliminary report, subject to any corrections as in this paragraph above, free and clear of all monetary liens, subject to the terms of the within contract. Seller shall pay the costs of a CLTA Standard Owner's policy of title insurance.

3. REMOVAL OF CONTINGENCIES; CLOSING; DELIVERY OF POSSESSION: If Buyer does not give Seller written Notice of Cancellation as and when provided in Paragraph 1, or Notice of Title Disapproval as and when provided in Paragraph 2, Buyer's silence shall be deemed acceptance and Buyer shall be deemed to have satisfied and removed all of Buyer's contingencies and to proceed with the Sale. The closing shall occur on the date the deed transferring the Property to Buyer is recorded with the County Recorder where the Property is located. Occupancy shall be

delivered to Buyer upon Escrow Holder's confirmation of recording. At the time of delivery possession of property to Buyer, Seller shall have removed all equipment and soil stored on the vacant land.

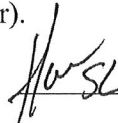
4. TAXES; PRORATIONS; COSTS OF SALE: All real property taxes and assessments for the current tax year shown in the current County Tax Bill shall be prorated between Seller and Buyer and charged as of the closing date to the applicable accounts of Seller and Buyer. The sale shall be free and clear of any homeowner's association assessments and all real property taxes (other than those prorated as provided above) enforceable against the Property through the closing date of the sale. Escrow fees shall be split between Buyer and Seller in the manner customary in the County where the Property is located. Seller shall pay any real property transfer tax. Buyer shall pay the cost of a Natural Hazard Disclosure Report, from a vendor selected by Seller, to be furnished to Buyer through escrow. Buyer shall pay and have sole responsibility for compliance with any requirements imposed on the Property or this sale by any governmental agency(ies), including compliance with any applicable governmental retrofit requirements. Buyer shall pay the cost of recording the deed. Buyer and Seller shall each pay their own expenses of every other type except as specifically provided in this Agreement.

5. BROKERS: Seller is represented by Patsy Ma of BP International, Inc. ("Seller's Agent"). Buyer is not represented by an agent ("Buyer's Agent"). Seller will pay Seller's real estate broker's commission aggregating 2% of net sales price of the Property to the Seller's Agent. No commission shall be due or payable from Seller to Buyer's Agent in connection with the closing of this sale. All such Brokers and agents are collectively referred to herein as the "Brokers." No commission or compensation shall be due or payable to Brokers in connection with this Agreement or sale except from the cash proceeds of an actual Sale of the Property that closes to Buyer. Buyer hereby represents and warrants that, other than the Brokers, Buyer has not dealt with any broker, finder or other person entitled to any fee, commission or other compensation in connection with the Sale and Buyer shall indemnify, defend and protect and hold Seller and the related estate harmless of, from and against any claims, demands, actions, causes of action, losses, liabilities and costs and expenses (including, without limitation, all court costs and reasonable attorneys' fees) as Seller may suffer or incur in the event that any claims for any such fees, commissions or other compensation of any kind are hereafter asserted.

6. MATERIAL CHANGE OF CONDITION: In the event of any material change in the condition of the Property after the date of acceptance of this Multiple Counter-Offer #2, if Buyer demands repair of any resulting actual damage to the Property, Seller may, at Seller's sole option: (a) elect to terminate this Agreement, in which event Buyer's and Seller's obligations to buy or sell shall terminate and the full Deposit shall be refunded to Buyer; or (b) make required repairs at Seller's expense; or (c) assign any insurance proceeds for the damage to the Property to Buyer as of the close of the sale; or (d) credit the cost of such repairs to Buyer through escrow, it being agreed that in the event that Seller elects and complies with subpart 6(b), (c) or (d), Buyer's obligation to proceed with the Sale shall be unaffected by any such material change in the condition of the Property.

7. REMEDY FOR BUYER'S OR SELLER'S FAILURE TO CLOSE: Buyer's sole remedy in the event that the sale fails to close as a result of Seller's inability or failure to close for any reason, shall be the mutual release of Buyer's and Seller's obligations to buy or sell and a full refund of the Deposit (plus any increase thereof by Buyer). In the event Buyer fails to close the sale for any reason other than

Seller's default, after Buyer's contingencies have been removed as under Paragraphs 2 and 3, Buyer's Deposit (plus any increase, thereof by Buyer) shall be paid over to Seller and retained by Seller as liquidated damages without further legal action. This provision shall apply equally to the Deposit (and any increase, thereof by Buyer).

 [Buyer's Initials]

8. "AS-IS," "WHERE-IS" CONDITION; NO WARRANTIES: Buyer acknowledges and agrees that, to the maximum extent permitted by law, the sale contemplated by this Agreement is made "as-is," "where-is," and "with all faults," except as specifically provided in this Agreement. Seller and Brokers and agents herein have not made, do not make, and specifically negate and disclaim any representations, warranties, promises, covenants, agreements, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, concerning or respecting (i) value of the Property; (ii) income to be derived from the Property; (iii) suitability of the Property, or lack thereof for any activity or use which Buyer may intend to conduct thereon, including any possibilities or limitations for future development; (iv) habitability, merchantability, marketability, profitability, or fitness for a particular purpose, of the Property, or lack thereof; (v) manner, quality, state of repair, or lack of repair of the Property; (vi) nature, quality, or condition of the Property, or any portion, system, or component thereof, including without limitation, water, soil, and geology; (vii) compliance of the Property or its operation, or lack thereof, with any laws, ordinances, regulations, rules, or orders of any applicable governmental authority or body; (viii) manner or quality of engineering, design, construction or materials, if any, incorporated into the Property; (ix) compliance or lack of compliance with any land use, building and safety, or other laws, ordinances, regulations, rules, orders, or other requirements imposed or enforced by any governmental or non-governmental body, including without limitation the Americans with Disabilities Act of 1990; (x) the presence or absence at, on, under, or adjacent to the Property, of materials described as "hazardous substances, hazardous materials, or toxic substances" or by similar terms under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S. Code §§9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S. Code §§1801, et seq.), the Resource Conservation and Recovery Act (42 U.S. Code §§6901, et seq.), the Toxic Substance Control Act (15 U.S. Code §2601, et seq.), the Clean Water Act (33 U.S. Code §1251, et seq.), California Health and Safety Code §25117 or 25316), or other statutes and laws, all as amended and including all regulations issued thereunder; (xi) the content, completeness or accuracy of any Due Diligence materials or Preliminary Report regarding Title to the Property; (xii) the conformity or lack of conformity of the improvements to any plans or specifications for the Property, including any plans and specifications that may have been or may be provided to Buyer; (xiii) the conformity or lack of conformity of the Property to past, current, or future applicable zoning or building requirements; (xiv) any deficiency of any undershoring, drainage, or other aspects, systems, or components of or affecting the Property; (xv) the fact, if applicable, that all or a portion of the Property may be located on or near any natural hazard zone as determined by any governmental agency or body; (xvi) the existence of vested land use, zoning, or building entitlements affecting the Property or any other property; or (xvii) any other matter. Without in any manner limiting the foregoing, Buyer hereby acknowledges and agrees that (i) Seller's Broker, has provided (and will hereafter provide) to Buyer various materials and information relating to the Property, including, without limitation, information and materials relating to the condition of the Property, and (ii) all such materials and information so provided

to Buyer by Seller's Broker shall, for all purposes of this Agreement, be deemed to have been disclosed to Buyer by the Seller, as well.

9. BROKERS: Brokers and agents herein have not and will not perform any inspections, investigations, or due diligence on behalf of Buyer unless otherwise specified herein. Buyer is informed that Buyer must arrange for any inspections and investigations desired by Buyer utilizing suitable third party professionals selected and compensated by Buyer. In no event shall Seller have any liability or responsibility for any representation, warranty, statement made, or information furnished by Brokers or agents herein, or any other person or entity, concerning the Property, this Agreement, or any other matter, unless expressly set forth in writing and signed personally by Seller.

10. OPPORTUNITY TO INSPECT; BUYER'S SOLE RELIANCE: Buyer represents, warrants, acknowledges, and agrees that Buyer has been given the opportunity to inspect and investigate the Property and all other facts and circumstances deemed by Buyer relevant and significant, and to review information and documentation affecting the Property. In deciding to proceed with the sale, Buyer is relying solely on Buyer's own inspections and investigation of the Property (including by any outside professionals whom Buyer has elected to engage for such services) and review of such information and documentation, and not on any information provided or to be provided by Seller. Buyer further acknowledges and agrees that any information made available to Buyer or provided or to be provided by or on behalf of Seller with respect to the Property was obtained from a variety of sources and that neither Seller nor the Brokers and agents herein nor any other person has made or makes any representations as to the accuracy or completeness of such information. Buyer hereby fully and irrevocably releases all such sources and preparers of information and documentation affecting the Property which were retained or engaged by Seller or Brokers or agents from any and all claims that Buyer may now or hereafter have against such sources and preparers of information, for any costs, expenses, losses, liabilities, damages, demands, actions, or causes of action arising from any such information or documentation. NEITHER SELLER NOR BROKERS HAVE PROVIDED OR WILL PROVIDE ANY LEGAL OR TAX ADVICE TO BUYER. Buyer is informed that Buyer must obtain any such advice, if desired by Buyer, from independent professionals selected and engaged by Buyer.

11. PHYSICAL, GEOLOGICAL, ENVIRONMENTAL INSPECTIONS AND INVESTIGATIONS:

A. BUYER SHALL CONDUCT THOROUGH PHYSICAL, GEOLOGICAL, ENVIRONMENTAL INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AS MAY BE DETERMINED BY BUYER, THROUGH QUALIFIED PROFESSIONALS SELECTED BY BUYER. Seller and Brokers and agents herein strongly recommend that Buyer fully exercise and not waive such inspections and investigations.

B. Buyer shall select and employ, at Buyer's expense, a licensed engineer(s), architect(s), contractor(s), geologist(s), environmental consultant(s), or other qualified professional(s) to make inspection(s) and investigations of the Property, including, but not limited to, (i) environmental hazards, substances, products, or conditions, including without limitation, asbestos, formaldehyde, lead, lead-based paint, contaminated soil or water, fuel,

chemical storage tanks, hazardous waste, electromagnetic fields, and radon gas, any of which may constitute a health risk; (ii) the presence or absence of any required governmental permits, inspections, applications, approvals, and certificates of occupancy, and compliance or lack of compliance with building codes and laws applicable to the Property; (iii) plans and specifications for the Property; (iv) all applicable zoning, municipal, county, state, and federal, including those affecting the past, current, or any future use of the Property; (v) deed restrictions and other matters of public record which may govern, restrict, condition, or prohibit the use, alteration, or development of the Property; and (vi) generally, without limitation, any and all other items and matters of whatsoever nature, character, or description, which Buyer deems material to Buyer's interests, in, on, or affecting the Property; and to approve or disapprove said inspection within the period and in the manner set forth in this agreement.

12. COMPLETE AGREEMENT; NO OTHER REPRESENTATIONS OR WARRANTIES: Seller shall not be liable or bound in any manner by any oral or written statements, representations, or information pertaining to the Property or the operation thereof, furnished by any real estate broker, agent, employee, contractor, or other person. Buyer further acknowledges and agrees Seller has no obligations to make repairs, replacements or improvements except as may otherwise be expressly stated herein. Without limiting any other provision hereof, Buyer represents, warrants and covenants to Seller that, except for Seller's express representations and warranties specified in this Agreement, Buyer is relying solely upon Buyer's own investigation of the Property.

13. WRITTEN AFFIRMATION OF SELLER REQUIRED: Buyer understands that Seller may continue to receive and respond to other offers on the Property and may be making several Multiple Counter-Offer #2 concurrently containing the same or different terms. This Multiple Counter-Offer #2 shall not be binding until accepted by Buyer and executed by Buyer and Seller on the signature page below; and then approved by Seller, in Seller's sole discretion, in the form of the Seller's Affirmation of Agreement attached hereto as Exhibit "A" which, if so executed by Seller, will constitute Seller's agreement that Seller will sell the Property to Buyer and the terms and conditions of this Agreement. Buyer further acknowledges that it would be imprudent and unrealistic to rely upon the expectation of entering into a binding agreement regarding the subject matter of this Multiple Counter-Offer #2 prior to receipt of Seller's Affirmation of Agreement, and further represents to Seller that any efforts to complete due diligence, to negotiate or obtain financing, or to perform any of the obligations provided herein shall not be considered as evidence of binding intent without Seller's Affirmation of Agreement, and understands that BUYER'S ACCEPTANCE HEREOF SHALL HAVE NO FORCE OR EFFECT PRIOR TO BUYER'S RECEIPT OF SUCH AFFIRMATION OF AGREEMENT SIGNED BY SELLER.

14. ~~ATTORNEYS' FEES. In the event that either party hereto brings an action or other proceeding to enforce or interpret the terms and provisions of this Agreement, the prevailing party in that action or proceeding shall be entitled to have and recover from the non-prevailing party all such fees, costs and expenses (including, without limitation, all court costs and reasonable attorneys' fees) as the prevailing party may suffer or incur in the pursuit or defense of such action or proceeding.~~ INTENTIONALLY DELETED.

15. EXPIRATION OF MULTIPLE COUNTER-OFFER #2: This Multiple Counter-Offer #2 shall expire if not accepted by Buyer by delivering a copy hereof, fully signed and


initialed by Buyer, to Seller on or before close of business March 8, 2016, 5:30 PM. Such acceptance shall nevertheless be subject to Paragraph 13.

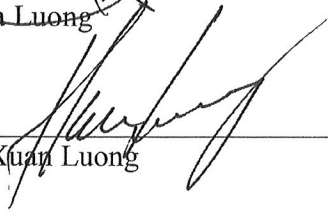
16. RATIFICATION: Buyer understands and agrees that Seller is a subdivision of the State of California and this real property transaction is subject to approval by the Oversight Board of the Monterey Park Successor Agency and the California Department of Finance. The conveyance contemplated within this Agreement, therefore, may require ratification by the Oversight Board and DOF. This Agreement will become enforceable upon either the approval of the Oversight Board and/or DOF, or the expiration of statutory time limits for such approval, whichever comes first.

AGREED AND ACCEPTED:

"BUYER"

Dated: 3-8-2016

By: 
Selina Luong


Hau Xuan Luong

"SELLER" (subject to Paragraph 13)

Dated: _____

By: _____
City of Monterey Park acting on behalf of the
successor agency of the former redevelopment agency

EXHIBIT "A"

SELLER'S AFFIRMATION OF AGREEMENT

Seller hereby acknowledges Buyer's acceptance of the foregoing Multiple Counter-Offer #2 and affirmatively agrees to sell the Property to Buyer on the terms and conditions of the foregoing Agreement. Seller shall revoke any other outstanding Multiple Counter-Offer made to other prospective buyers or make the same subject and subordinate to this agreement.

"SELLER"

Dated: _____

By: _____
City of Monterey Park acting on behalf of the
successor agency of the former redevelopment agency

ATTACHMENT B

Copy of Pacific Plaza Investment, LLC counter offer

MULTIPLE COUNTER OFFER #2

This agreement ("Agreement" or "Multiple Counter Offer #2") is intended to set forth the terms and conditions of a contract for the purchase by and sale to PACIFIC PLAZA INVESTMENT, LLC and/or Assignee (the "Buyer") from City of Monterey Park acting on behalf of the Successor Agency to the former Monterey Park Redevelopment Agency (the "Seller"), a subdivision of the State of California, of the real property commonly known as 540 West Garvey Avenue, Monterey Park, California (the "Property"). When executed below, this Agreement will constitute conclusive evidence and the exclusive terms and conditions of the contract for such purchase and sale (the "Sale") of the Property and will supersede and replace in its entirety the Purchase Agreement and Joint Escrow Instructions dated February 26, 2016 (the "Offer") and multiple Counter Offer dated March 2, 2016, and any oral or written negotiations since then.

PURCHASE PRICE; DEPOSIT; ESCROW: The purchase price for the Property shall be \$ 1,850,000.00 ("Purchase Price"). Buyer shall make an initial deposit of \$55,000.00 (the "Initial Deposit") in the form of a cashier's check or personal check made payable and delivered to First American Title Escrow within three (3) business days of acceptance of this Multiple Counter-Offer #2 by Buyer, Seller's execution of the Affirmation Agreement in the form attached hereto as Exhibit "A", and Buyer's receipt of a copy of the fully executed Multiple Counter-Offer #2 and the Affirmation Agreement. Close of Escrow shall occur Sixty (60) calendar days after Acceptance of this Multiple Counter-Offer #2.

Buyer shall deliver to the Escrow, on or before 5:00 p.m. on the third calendar date of final acceptance of this Multiple Counter-Offer #2, proof of committed funds available to Buyer sufficient to enable Buyer to consummate the acquisition contemplated herein, which proof shall be in the form of a letter of credit; bank statement or other form acceptable to the Seller in the Seller's sole discretion. In the event that either (i) Buyer fails timely to provide any such proof, or (ii) the Seller determines, in the Seller's sole discretion, that any proof of funds provided to Seller by Buyer is unacceptable, the Seller shall have the right, at the Seller's option, to provide written notice to Buyer that this Multiple Counter-Offer #2 is terminated. In the event that the Seller exercises such termination right, this Multiple Counter-Offer #2 shall terminate effective as of the date of Seller's written notice to Buyer, whereupon the Initial Deposit (if theretofore deposited with the Escrow Holder) shall be returned to Buyer and Buyer and Seller shall each be relieved of any further obligation hereunder.

Escrow instructions corresponding to the terms of this Agreement shall be provided by the Escrow Holder and signed by the parties within five (5) business days of the date of Buyer's and Seller's receipt of said escrow instructions. Buyer and Seller shall deposit such documents and instruments with the Escrow Holder as and when reasonably required to complete the sale. Buyer shall be free to assign this Agreement to another person or entity ("Assignee") subject to Seller's prior review and written approval (which approval Seller may grant or withhold in its sole discretion), but Buyer shall remain liable hereunder, together with such Assignee, in the event that such Assignee fails to perform any of Buyer's obligations hereunder.

1. **BUYER'S DUE DILIGENCE AND FINANCING; CANCELLATION RIGHT:** Buyer

shall have seventeen (17) calendar days from the date of execution hereof to perform, complete, and satisfy all contingencies, inspections, investigations, tests and reviews of reports, and to complete all due diligence which the Buyer desires for this Sale of the Property, including, but not limited to, obtaining any required financing, and performing and completing any geological, soil, structural, environmental, or other tests, inspections, and investigations desired by Buyer. Buyer may, not later than the end of that period, give Seller written notice of Buyer's election to withdraw from this Agreement because of Buyer's inability to complete or dissatisfaction with the results of any of those matters ("Notice of Cancellation"), in which event Buyer's and Seller's obligations under this Agreement shall be terminated and Buyer shall receive a full refund of Buyer's deposit. If Buyer fails to give such Notice of Cancellation as within such period, all such contingencies shall be automatically removed and Buyer's obligation to proceed shall be non-contingent except as provided herein for Buyer's review of a preliminary report and underlying documents respecting the title to the Property (as set forth in Paragraph 2).

Seller shall provide to Buyer Seller documentation and additional disclosure within seven (7) business days after acceptance of this Counter Offer; such documentation and disclosure are the following:

- (a) Seller shall provide to Buyer, in Seller's possession, Phase I Environment report dated May 15, 1995;
- (b) Seller's Vacant Land Questionnaire (C.A.R. Form VLQ, 11/12).

2. TITLE; TITLE INSURANCE; Within three (3) business days after acceptance of this Counter Offer First American Title (the "Title Company") will be instructed to provide a preliminary report of the condition of title to the Property, including copies of underlying documents referred to in Schedule B thereof, for Buyer's review. Buyer may, not later than the end of three (3) days after receipt of the preliminary report and underlying documents, in which to give Seller written notice ("Notice of Title Disapproval") that Buyer disapproves the condition of title with respect to a material matter(s) that interfere with the use of the Property for the purpose for which it is currently used or intended to be used. Such notice must refer to the specific exception(s) in Schedule B of the preliminary report and the specific underlying document(s) which are the basis for Buyer's disapproval. Within five (5) business days after receipt of such notice, Seller may, in Seller's sole discretion, either (i) cancel this Agreement and the sale, in which event Buyer's and Seller's obligations under this Agreement shall be terminated and Buyer shall receive a full refund of Buyer's deposit, or (ii) elect to correct the item(s) that were disapproved by Buyer, in which event the sale shall proceed. Seller may correct such item by any means that will result in the Title Company either removing the disapproved exception(s) from the preliminary report or providing title insurance coverage by endorsement against such exception(s). At the close of the sale, Seller shall convey and Buyer shall accept title to the Property as shown in Schedule B of the preliminary report, subject to any corrections as in this paragraph above, free and clear of all monetary liens, subject to the terms of the within contract. Seller shall pay the costs of a CLTA Standard Owner's policy of title insurance.

3. REMOVAL OF CONTINGENCIES; CLOSING; DELIVERY OF POSSESSION; If Buyer does not give Seller written Notice of Cancellation as and when provided in Paragraph 1, or Notice of Title Disapproval as and when provided in Paragraph 2, Buyer's silence shall be deemed acceptance and Buyer shall be deemed to have satisfied and removed all of Buyer's contingencies and to proceed with the Sale. The closing shall occur on the date the deed transferring the Property to Buyer is recorded with the County Recorder where the Property is located. Occupancy shall be

delivered to Buyer upon Escrow Holder's confirmation of recording. At the time of delivery possession of property to Buyer, Seller shall have removed all equipment and soil stored on the vacant land.

4. TAXES; PRORATIONS; COSTS OF SALE: All real property taxes and assessments for the current tax year shown in the current County Tax Bill shall be prorated between Seller and Buyer and charged as of the closing date to the applicable accounts of Seller and Buyer. The sale shall be free and clear of any homeowner's association assessments and all real property taxes (other than those prorated as provided above) enforceable against the Property through the closing date of the sale. Escrow fees shall be split between Buyer and Seller in the manner customary in the County where the Property is located. Seller shall pay any real property transfer tax. Buyer shall pay the cost of a Natural Hazard Disclosure Report, from a vendor selected by Seller, to be furnished to Buyer through escrow. Buyer shall pay and have sole responsibility for compliance with any requirements imposed on the Property or this sale by any governmental agency(ies), including compliance with any applicable governmental retrofit requirements. Buyer shall pay the cost of recording the deed. Buyer and Seller shall each pay their own expenses of every other type except as specifically provided in this Agreement.

5. BROKERS: Seller is represented by Patsy Ma of BP International, Inc. ("Seller's Agent"). Buyer is not represented an agent ("Buyer's Agent"). Seller will pay Seller's real estate broker's commission aggregating 2% of net sales price of the Property to the Seller's Agent. No commission shall be due or payable from Seller to Buyer's Agent in connection with the closing of this sales. All such Brokers and agents are collectively referred to herein as the "Brokers." No commission or compensation shall be due or payable to Brokers in connection with this Agreement or sale except from the cash proceeds of an actual Sale of the Property that closes to Buyer. Buyer hereby represents and warrants that, other than the Brokers, Buyer has not dealt with any broker, finder or other person entitled to any fee, commission or other compensation in connection with the Sale and Buyer shall indemnify, defend and protect and hold Seller and the related estate harmless of, from and against any claims, demands, actions, causes of action, losses, liabilities and costs and expenses (including, without limitation, all court costs and reasonable attorneys' fees) as Seller may suffer or incur in the event that any claims for any such fees, commissions or other compensation of any kind are hereafter asserted.

6. MATERIAL CHANGE OF CONDITION: In the event of any material change in the condition of the Property after the date of acceptance of this Multiple Counter-Offer #2, if Buyer demands repair of any resulting actual damage to the Property, Seller may, at Seller's sole option: (a) elect to terminate this Agreement, in which event Buyer's and Seller's obligations to buy or sell shall terminate and the full Deposit shall be refunded to Buyer; or (b) make required repairs at Seller's expense; or (c) assign any insurance proceeds for the damage to the Property to Buyer as of the close of the sale; or (d) credit the cost of such repairs to Buyer through escrow, it being agreed that in the event that Seller elects and complies with subpart 6(b), (c) or (d), Buyer's obligation to proceed with the Sale shall be unaffected by any such material change in the condition of the Property.

7. REMEDY FOR BUYER'S OR SELLER'S FAILURE TO CLOSE: Buyer's sole remedy in the event that the sale fails to close as a result of Seller's inability or failure to close for any reason, shall be the mutual release of Buyer's and Seller's obligations to buy or sell and a full refund of the Deposit (plus any increase thereof by Buyer). In the event Buyer fails to close the sale for any reason

other than Seller's default, after Buyer's contingencies have been removed as under Paragraphs 2 and 3, Buyer's Deposit (plus any increase, thereof by Buyer) shall be paid over to Seller and retained by Seller as liquidated damages without further legal action. This provision shall apply equally to the Deposit (and any increase, thereof by Buyer).

____ JC ____ [Buyer's Initials]

8. "AS-IS," "WHERE-IS" CONDITION; NO WARRANTIES: Buyer acknowledges and agrees that, to the maximum extent permitted by law, the sale contemplated by this Agreement is made "as-is," "where-is," and "with all faults," except as specifically provided in this Agreement. Seller and Brokers and agents herein have not made, do not make, and specifically negate and disclaim any representations, warranties, promises, covenants, agreements, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, concerning or respecting (i) value of the Property; (ii) income to be derived from the Property; (iii) suitability of the Property, or lack thereof for any activity or use which Buyer may intend to conduct thereon, including any possibilities or limitations for future development; (iv) habitability, merchantability, marketability, profitability, or fitness for a particular purpose, of the Property, or lack thereof; (v) manner, quality, state of repair, or lack of repair of the Property; (vi) nature, quality, or condition of the Property, or any portion, system, or component thereof, including without limitation, water, soil, and geology; (vii) compliance of the Property or its operation, or lack thereof, with any laws, ordinances, regulations, rules, or orders of any applicable governmental authority or body; (viii) manner or quality of engineering, design, construction or materials, if any, incorporated into the Property; (ix) compliance or lack of compliance with any land use, building and safety, or other laws, ordinances, regulations, rules, orders, or other requirements imposed or enforced by any governmental or non-governmental body, including without limitation the Americans with Disabilities Act of 1990; (x) the presence or absence at, on, under, or adjacent to the Property, of materials described as "hazardous substances, hazardous materials, or toxic substances" or by similar terms under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S. Code §§9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S. Code §§1801, et seq.), the Resource Conservation and Recovery Act (42 U.S. Code §§6901, et seq.), the Toxic Substance Control Act (15 U.S. Code §2601, et seq.), the Clean Water Act (33 U.S. Code §1251, et seq.), California Health and Safety Code §25117 or 25316), or other statutes and laws, all as amended and including all regulations issued thereunder; (xi) the content, completeness or accuracy of any Due Diligence materials or Preliminary Report regarding Title to the Property; (xii) the conformity or lack of conformity of the improvements to any plans or specifications for the Property, including any plans and specifications that may have been or may be provided to Buyer; (xiii) the conformity or lack of conformity of the Property to past, current, or future applicable zoning or building requirements; (xiv) any deficiency of any undershoring, drainage, or other aspects, systems, or components of or affecting the Property; (xv) the fact, if applicable, that all or a portion of the Property may be located on or near any natural hazard zone as determined by any governmental agency or body; (xvi) the existence of vested land use, zoning, or building entitlements affecting the Property or any other property; or (xvii) any other matter. Without in any manner limiting the foregoing, Buyer hereby acknowledges and agrees that (i) Seller's Broker, has provided (and will hereafter provide) to Buyer various materials and information relating to the Property, including, without limitation, information and materials relating to the condition of the Property, and (ii) all such materials and information so provided

to Buyer by Seller's Broker shall, for all purposes of this Agreement, be deemed to have been disclosed to Buyer by the Seller, as well.

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B. Buyer shall select and employ, at Buyer's expense, a licensed engineer(s), architect(s), contractor(s), geologist(s), environmental consultant(s), or other qualified professional(s) to make inspection(s) and investigations of the Property, including, but not limited to, (i) environmental hazards, substances, products, or conditions, including without limitation, asbestos, formaldehyde, lead, lead-based paint, contaminated soil or water, fuel,

chemical storage tanks, hazardous waste, electromagnetic fields, and radon gas, any of which may constitute a health risk; (ii) the presence or absence of any required governmental permits, inspections, applications, approvals, and certificates of occupancy, and compliance or lack of compliance with building codes and laws applicable to the Property; (iii) plans and specifications for the Property; (iv) all applicable zoning, municipal, county, state, and federal, including those affecting the past, current, or any future use of the Property; (v) deed restrictions and other matters of public record which may govern, restrict, condition, or prohibit the use, alteration, or development of the Property; and (vi) generally, without limitation, any and all other items and matters of whatsoever nature, character, or description, which Buyer deems material to Buyer's interests, in, on, or affecting the Property; and to approve or disapprove said inspection within the period and in the manner set forth in this agreement.

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Buyer, to Seller on or before close of business March 8, 2016, 5:30 PM. Such acceptance shall nevertheless be subject to Paragraph 13.

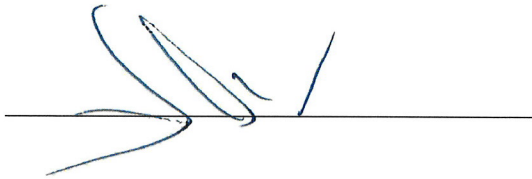
16. RATIFICATION: Buyer understands and agrees that Seller is a subdivision of the State of California and this real property transaction is subject to approval by the Oversight Board of the Monterey Park Successor Agency and the California Department of Finance. The conveyance contemplated within this Agreement, therefore, may require ratification by the Oversight Board and DOF. This Agreement will become enforceable upon either the approval of the Oversight Board and/or DOF, or the expiration of statutory time limits for such approval, whichever comes first.

AGREED AND ACCEPTED:

“BUYER”

Dated: March 8, 2016

By:



“SELLER” (subject to Paragraph 13)

Dated: _____

By:

City of Monterey Park acting on behalf of the
successor agency of the former redevelopment agency

EXHIBIT "A"

SELLER'S AFFIRMATION OF AGREEMENT

Seller hereby acknowledges Buyer's acceptance of the foregoing Multiple Counter-Offer #2 and affirmatively agrees to sell the Property to Buyer on the terms and conditions of the foregoing Agreement. Seller shall revoke any other outstanding Multiple Counter-Offer made to other prospective buyers or make the same subject and subordinate to this agreement.

"SELLER"

Dated: _____

By: _____
City of Monterey Park acting on behalf of the
successor agency of the former redevelopment agency

ATTACHMENT C

Resolution authorizing the conveyance of real property

RESOLUTION NO.

A RESOLUTION OF THE OVERSIGHT BOARD APPROVING OF THE SUCCESSOR AGENCY'S SALE OF REAL PROPERTY ADDRESSED AT 540 WEST GARVEY AVENUE TO SELINA LUONG AND HAU XUAN LUONG, IN ACCORDANCE WITH THE AGENCY'S LONG-RANGE PROPERTY MANAGEMENT PLAN.

The Oversight Board to the Successor Agency to the Monterey Park Redevelopment Agency, does resolve as follows:

SECTION 1: Findings. The Oversight Board finds and declares that:

1. The Successor Agency prepared a Revised Long-Range Property Management Plan ("LRPMP") that was approved by this Oversight Board and the California Department of Finance ("DOF") on October 10, 2013, and December 24, 2013, respectively;
2. The approved, Revised LRPMP identified real property located at 540 West Garvey Avenue as "Site 2" with an estimated value of \$1,345,000;
3. On March 16, 2016, in accordance the Revised LRPMP, the Successor Agency approved the sale of the property to Selina Luong and Hau Xuan Luong for the sales price of \$1,862,000;
4. The Oversight Board desires to assist the Successor Agency in winding down its affairs, which includes disposing of its property "expeditiously and in a manner aimed at maximizing value." (H&S Code §34177(e).

SECTION 2: Approval. The Oversight Board approves of the Successor Agency's sale of real property located at 540 West Garvey Avenue (APN 5257-005-904, 905) (the "Property") to Selina Luong and Hau Xuan Luong for the sales price of \$1,862,000.

SECTION 3: Environmental Assessment. Adopting this Resolution is exempt from further environmental review pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000, *et seq.*, "CEQA") and the regulations promulgated thereunder (14 Cal. Code of Regulations §§15000, *et seq.*, the "CEQA Guidelines"). Specifically, the proposed conveyance is exempt from CEQA requirements pursuant to CEQA Guidelines § 15312. The SA proposes to sell the Property; the Property is not located in an area of concern; the Property does not have significant value for wildlife habitat or other environmental purpose; and the use of the Property and adjacent property has not changed since the time the SA acquired the Property. Accordingly, this action conforms to a Class 12 categorical exemption under CEQA.

SECTION 4: This Resolution will become effective immediately upon adoption and remain effective unless superseded by a subsequent resolution.

PASSED AND ADOPTED this ____ day of _____, 2016

Paul Talbot, Chairperson

APPROVED AS TO FORM:
Mark D. Hensley, City Attorney

By: DK for _____
Karl H. Berget, Assistant City Attorney

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF MONTEREY PARK)

I, Vincent D. Chang, City Clerk of the City of Monterey Park, California, DO HEREBY CERTIFY that the whole number of members of the City Council of the said City is five; that the foregoing resolution, being RESOLUTION NO. _____ was duly passed and adopted by the said City Council, approved and signed by the Mayor of said City, and attested by the City Clerk of said City, all at a regular meeting of the said Council held on the _____ day of _____, 2016, and the same was so passed and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTION:

NOT PARTICIPATING:

WITNESS MY HAND THE OFFICIAL SEAL OF SAID CITY this _____ day of _____, 2016.

Vincent D. Chang, City Clerk
Of the City of Monterey Park,
California

(SEAL)