

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

City of Carson  
701 E Carson St  
Carson, CA 90745

APN 7315-040-013

Space above for recorder's use only  
Exempt from recording fees per Govt Code 6103

## CONSENT TO TRANSFER OF DEVELOPMENT AGREEMENT NO. 22-19

This CONSENT TO TRANSFER OF DEVELOPMENT AGREEMENT NO. 22-19 (this "**Agreement**"), dated as of September \_\_\_\_, 2023, is entered into by and among WIN CHEVROLET PROPERTIES, LLC, a California limited liability company ("**WIN Properties**"), WIN CHEVROLET, INC, a California corporation ("**WIN Chevrolet**"), WECO MOTORS, LLC, a Kansas limited liability company ("**WECO Motors**"), WECO RE HOLDINGS, LLC, a Kansas limited liability company ("**WECO RE Holdings**"), CARSON CHEVROLET, LLC, a California limited liability company ("**Carson Chevrolet**") and the CITY OF CARSON, a California charter city ("**City**").

### RECITALS

- A. WIN Properties and City entered into that certain Development Agreement No. 22-19 dated as of November 16, 2021, which was recorded on June 2, 2022 as Instrument No. 20220590780 in the Official Records of Los Angeles County ("**Sign DA**") with respect to that certain real property located at 2201 East 223<sup>rd</sup> Street in the City of Carson, County of Los Angeles, State of California (APN 7315-040-013) which is legally described on **Exhibit A** attached hereto ("**405 Freeway Site**"). Pursuant to the Sign DA, WIN Properties has the right to modify the 405 Freeway Site for the Project (as defined in the Sign DA) which includes, among other things, removing then-existing digital signs and replacing same with a "**Replacement Digital Billboard**" (as defined in the Sign DA). As used herein, the term 405 Freeway Site includes the Replacement Digital Billboard, which has been installed pursuant to the Sign DA and is now operational.
- B. A Chevrolet auto dealership is located and operated on the 405 Freeway Site ("**Chevrolet Dealership**"). WIN Chevrolet transferred and sold the Chevrolet Dealership to Carson Chevrolet. Carson Chevrolet leased a portion of the 405 Freeway Site including the Replacement Digital Billboard for the use in the operation of the Chevrolet Dealership ("**Carson Chevrolet Lease**").
- C. A Hyundai auto dealership is located and operated on the 405 Freeway Site ("**Hyundai Dealership**"). WIN Chevrolet transferred and sold the Hyundai Dealership to WECO Motors. WECO Motors leased a portion of the 405 Freeway Site and the right to use 50% of the Replacement Digital Billboard for use in the operation of the Hyundai Dealership ("**Hyundai Lease**").

- D. The Carson Chevrolet Lease and the Hyundai Lease are sometimes jointly referred to herein as the “**Dealership Leases.**”
- E. WIN Properties intends to sell and convey fee title of the 405 Freeway Site, including the Replacement Digital Billboard, to WECO RE Holdings.
- F. Pursuant to Sign DA Section 2.3 (“**Transfer Requirements**”), transfer of the Sign DA and/or the 405 Freeway Site is subject to the approval by City.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### **AGREEMENT**

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.
2. **Defined Terms.** Each capitalized term not herein defined shall have the same meaning as set forth in the Sign DA.
3. **Effective Date.** This Agreement shall be effective (“**Effective Date**”) upon recordation in the Official Records of Los Angeles County of both (i) a grant deed transferring the 405 Freeway Site by WIN Properties to WECO RE Holdings (“**Grant Deed**”); and (ii) this Agreement, which recordation must occur not later than thirty (30) days after the date that this Agreement is executed by City as evidenced on the signature page below (“**City Execution Date**”). Upon recordation of both the Grant Deed and this Agreement, WECO RE Holdings shall promptly provide a recorded copy of both documents to City. In the event that the Grant Deed and this Agreement are not recorded in the time and manner specified above, this Agreement shall have no force or effect and City shall have all rights specified in the Sign DA including for any defaults.
4. **Leases.** WIN Properties, WIN Chevrolet, Carson Chevrolet, WECO Motors and WECO RE Holdings each understand and agree that the Dealership Leases are and shall remain subject to the terms of the Sign DA.
5. **Assignment/Assumption.** Upon the Effective Date, the Sign DA shall be deemed automatically assigned to and assumed by WECO RE Holdings (“**Assignment/Assumption**”), including, but not limited to, all obligations under the Sign DA and all deposits and Security made to City under the Sign DA without proration. As of the Effective Date, WECO RE Holdings hereby assumes all of the Developer’s duties and obligations under the Sign DA.
6. **Sign DA.** Until the Effective Date, WIN Properties shall remain responsible under the Sign DA. As of the Effective Date, WECO RE Holdings shall notify City in writing as required by Section 3 above and thereafter all notices to be provided under the Sign DA shall be deemed amended to be consistent with the notices specified in Section

11 of this Agreement. WIN Properties hereby waives any right that it may have to terminate the Sign DA or remove the Replacement Digital Billboard pursuant to Section 4.1.1 of the Sign DA upon the occurrence of the Assignment/Assumption.

7. **City's Consent & Limitations.** As of the Effective Date, City consents to (i) the transfer of the Sign DA to WECO RE Holdings, (ii) the Dealership Leases, and (iii) the transfer of fee title to the 405 Freeway Site to WECO RE Holdings in accordance with Section 3 above. This consent does **not** waive the requirement of City consent to, nor any rights of City to withhold consent to, any further assignments or transfers of the Sign DA or the 405 Freeway Site or any interests therein (including the Dealership Leases) pursuant to the Sign DA.

Notwithstanding any proposed lot-split of the 405 Freeway Site in the future: (i) any City approval of such a lot-split shall **not** imply approval of or consent to any subsequent sale or transfer of all or any portion of the 405 Freeway Site; (ii) City's consent under this Agreement shall **not** imply City's approval of any lot-split; and (iii) nothing in this Agreement nor any City approval of such a lot-split shall imply any agreement by or obligation of City to release any portion of the 405 Freeway Site from the Sign DA or waive any rights of City under the Sign DA.

8. **Representations by City.** As of the City Execution Date, City represents to Carson Chevrolet, WECO Motors and WECO RE Holdings that, to the best of its knowledge, (i) no defaults exist under the Sign DA and (ii) that it has received and approved the documents and information which satisfy the Transfer Requirements.
9. **Representations of Private Parties.** As of the Effective Date and the City Execution Date, Carson Chevrolet, WECO Motors and WECO RE Holdings each represent and warrant to City that all information provided to City with respect to the transfer of the 405 Freeway Site and the ownership and management composition of the respective entities are true, correct and complete.
10. **No Waiver.** Except for City's consent in this Agreement as of the Effective Date, nothing herein shall waive any rights of City under the Sign DA including, but not limited to, the right of City to declare a default for violation of the Sign DA and to pursue all rights under the Sign DA. In the event that the Effective Date does not occur, City shall have all such rights under the Sign DA.
11. **Notice.** After the Effective Date, any notice to Developer under the Sign DA shall be concurrently provided to all private parties as set forth below and after the Effective Date, notice to Developer shall only be sent to Carson Chevrolet, WECO Motors and WECO RE Holdings as follows:

To Carson Chevrolet

Carson Chevrolet, LLC.  
2395 Delaware Avenue Suite 116  
Santa Cruz, CA 95060  
Attn: Mehraban Khajehnouri

With a copy to: Monica J. Hoenshell, Esq.  
Calvert Law Firm  
1041 NW Grand Boulevard  
Oklahoma City, OK 73118

To WECO Motors and  
WECO RE Holdings: WECO Motors  
WECO RE Holdings  
c/o Brandon Steven Motors  
8801 E. Kellogg  
Wichita, KS 67207  
Attn: Brandon Steven, President

With a copy to: Darren L. Hereford, Esq.,  
AscendLaw  
4712 Admiralty Way #545  
Marina del Rey, CA 90292

To WIN Chevrolet &  
WIN Properties: WIN Chevrolet, LLC  
WIN Chevrolet Properties, Inc.  
c/o Leslie E. Chayo, Esq.,  
Law Offices of Leslie E. Chayo  
9454 Wilshire Blvd., PH  
Beverly Hills, CA 90212

12. **Entire Agreement.** This Agreement embodies the entire understanding among the parties.
13. **Amendments or Modifications.** This Agreement may not be amended or modified except in writing, executed all the parties and recorded in the Official Records of Los Angeles County.
14. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of California and any legal action shall be brought in a court of competent jurisdiction in Los Angeles County.
15. **Attorney's Fees.** In the event of any litigation or other legal proceeding arising from this Agreement, the prevailing party will be entitled to recover, in addition to any other relief awarded or granted, its reasonable costs and expenses, including attorney's fees, incurred in the proceeding.
16. **Construction.** This Agreement shall be construed according to its fair meaning as if prepared by all parties and in favor of full enforcement. Headings used in this Agreement are provided for convenience only.
17. **Cooperation.** The parties hereto hereby agree to execute such other documents and to take such other action as may be reasonably necessary to further the purposes of this Agreement.

- 18. Qualification and Authority.** Each individual executing this Agreement on behalf of each private party to this Agreement represents, warrants and covenants to City that (a) such person is duly authorized to execute and deliver this Agreement on behalf of that entity in accordance with authority granted under the organizational documents of such entity, and (b) that entity is bound under the terms of this Agreement.
- 19. No Third-Party Beneficiaries.** Except as otherwise expressly set forth herein, the parties do not intend, and this Agreement shall not be construed, to create a third-party beneficiary status or interest in, nor give any third-party beneficiary rights or remedies to, any other person or entity not a party to this Agreement.
- 20. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one agreement.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties have signed this Agreement as of the date specified above.

**CITY**

CITY OF CARSON, a charter city

By: \_\_\_\_\_  
David C. Roberts, Jr.  
City Manager

Dated: \_\_\_\_\_, 2023

ATTEST:

\_\_\_\_\_  
Dr. Khaleah K. Bradshaw,  
City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: \_\_\_\_\_  
Sunny Soltani, City Attorney (ANL)

**CARSON CHEVROLET**

CARSON CHEVROLET, LLC, a  
California limited liability company

By: \_\_\_\_\_  
Mehraban Khajehnouri (aka Bob  
Nouri) as an individual & as Trustee  
of the MTAA Consolidated Trust  
Managing Member

Dated: \_\_\_\_\_, 2023

**WIN PROPERTIES**

WIN CHEVROLET PROPERTIES, LLC,  
a California limited liability company

By: \_\_\_\_\_  
Jerry Heuer, Manager

**WIN CHEVROLET**

WIN CHEVROLET, INC., a California  
corporation

By: \_\_\_\_\_  
Jerry Heuer, CEO/President

Dated: \_\_\_\_\_, 2023

**WECO MOTORS**

WECO MOTORS, LLC,  
a Kansas limited liability company

By: \_\_\_\_\_  
Brandon Steven, Manager

Dated: \_\_\_\_\_, 2023

**WECO RE HOLDINGS**

WECO RE HOLDINGS, LLC,  
a Kansas limited liability company

By: \_\_\_\_\_  
Brandon Steven, Manager

Dated: \_\_\_\_\_, 2023

## EXHIBIT A

### LEGAL DESCRIPTION OF 405 FREEWAY SITE

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

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THAT PORTION OF LOT 5 IN BLOCK "C" OF SUBDIVISION OF A PART OF THE RANCHO SAN PEDRO, (ALSO KNOWN AS DOMINGUEZ COLONY), IN WHICH THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAPS RECORDED IN BOOK 1 PAGES 601 AND 602, AND BOOK 32 PAGES 97 AND 98, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED AS FOLLOWS:

ON THE NORTH BY THE SOUTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED TO THE STATE OF CALIFORNIA AS RECORDED IN BOOK D-758 PAGE 676 OF OFFICIAL RECORDS OF SAID COUNTY, (NOW KNOWN AS THE SAN DIEGO FREEWAY) ON THE SOUTH BY A LINE WHICH IS PARALLEL WITH AND DISTANT NORTHERLY 50 FEET, MEASURED AT RIGHT ANGLE FROM THE CENTERLINE OF 223RD STREET AS SAID CENTERLINE IS SHOWN ON COUNTY SURVEYOR'S MAP NO. B-793, SHEET 2, ON FILE IN THE OFFICE OF THE COUNTY ENGINEER; ON THE WEST BY THE WESTERLY LINE OF SAID LOT 5; AND ON THE EAST BY A LINE WHICH IS AT RIGHT ANGLES TO SAID LAST MENTIONED CENTERLINE, AND PASSES THROUGH A POINT IN SAID CENTERLINE, DISTANT EASTERLY 1225.59 FEET FROM THE SOUTHERLY PROLONGATION OF SAID WESTERLY LINE OF LOT 5.

APN: 7315-040-013

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 )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2023, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature (Seal)



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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