

DEPOSIT AND REIMBURSEMENT AGREEMENT

This **DEPOSIT AND REIMBURSEMENT AGREEMENT** (“**Agreement**”) is executed as of the ____ day of November, 2022 (“**Effective Date**”), by and among the **CITY OF CARSON**, a California municipal corporation (“**City**”), the **CARSON RECLAMATION AUTHORITY**, a California joint powers authority (“**Authority**”, together with the City, the “**City Parties**”), and **DISTRICT ESSENTIAL HOUSING LLC**, a California limited liability company (“**Developer**”). City, Authority and Developer may be referred to, individually or collectively, as “**Party**” or “**Parties.**”

RECITALS

WHEREAS, the Authority is the owner of approximately 157 gross acres of real property located in the City of Carson (the “**Site**” or “**157 Acre Site**”), known as the former Cal-Compact Landfill;

WHEREAS, the 157 Acre Site is a former landfill site, which suffers from significant environmental contamination, posing development constraints on the 157 Acre Site, and on October 25, 1995, the California Department of Toxic Substances Control (“**DTSC**”) approved a Remedial Action Plan for the 157 Acre Site (“**RAP**”), which requires the installation, operation and maintenance of certain remedial systems, including a landfill cap, gas extraction and treatment system, and groundwater collection and treatment system on the Site (“**Remedial Systems**”) and the operation and maintenance of same (“**O&M**”);

WHEREAS, on August 2, 2021, the Authority’s Board of Directors approved Resolution No. 21-10-CRJPA pursuant to California Government Code Section 5221(b) to declare the Cell 1 portion of the Site (“**Cell 1 Property**”) as “surplus land”;

WHEREAS, on September 14, 2021, the Authority released a Notice of Availability for the development of the Cell 1 Property to all required parties and all “housing sponsors” identified on the State Housing & Community Development Department’s (“**HCD**”) list of affordable housing providers, as required by California Government Code Section 54222;

WHEREAS, the Authority received only one proposal of interest to develop and acquire the Cell 1 Property from the “Standard Property Company, Inc.”, an affiliate of Developer;

WHEREAS, Developer proposes to build a new affordable residential development on the Cell 1 Property, and the Authority is negotiating with Developer pursuant to the ENA (as defined below) for the conveyance to Developer of the surface lot of the Cell 1 Property, which encompasses approximately 15 gross acres (the “**Project Surface Lot**”) in addition to the licensing or granting of easements to Developer of the Subsurface Lot of Cell 1;

WHEREAS, Developer’s proposed project would consist of a large-scale modern housing project consistent with current zoning of Cell 1 under the District At South Bay Specific Plan, including affordable housing options (referred to herein as the “**Project**”) on the Project Surface Lot;

WHEREAS, the Authority has entered into that certain Exclusive Right to Negotiate Agreement, concurrently herewith (the “**ENA**”) with Developer with the goal of entering into a

Purchase Agreement to allow for the transfer of the Project Surface Lot (among other things) to Developer;

WHEREAS, in connection with the negotiation of, and as a condition to the City Parties' execution of, the ENA, the City Parties have required that Developer submit certain deposits and make reimbursements to the City Parties for their respective costs and expenses related to the transactions contemplated under the ENA and/or the Purchase Agreement and the Developer has agreed to fund and be solely responsible for all such costs and expenses, including but not limited to, all staff time, third-party consulting costs and the City Parties' legal costs associated with the preparation and negotiation of the ENA, a Purchase Agreement, and related documentation, preparation and/or review of all Project plans, proformas, studies, permits and agreements related to the Project, as well as review, processing, preparation and approval of the Project, including, without limitation, any required environmental review and approvals ("**CEQA Approvals**") under the California Environmental Quality Act (Public Resources Code § 21000 *et seq.*, "**CEQA**"), and/or any entitlements required for the Project ("**Entitlements**"), as more particularly set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, and for other consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

TERMS

1. Incorporation of Recitals. The Recitals set forth above are incorporated herein by this reference. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the executed version of the ENA, unless such terms are otherwise superseded by the terms in the Purchase Agreement (which the Parties expect to be entered into during the Term of the ENA).

2. Deposits. Pursuant to the terms of the ENA, Developer is required to submit a good faith performance deposit to FIDELITY NATIONAL TITLE INSURANCE COMPANY, a California corporation ("**Escrow Holder**"; Jessica Avila, Escrow Officer at Fidelity National Title Insurance Company, 555 South Flower Street, Suite 4420, Los Angeles, CA 90071, (213) 452-7132; jessica.avila@fnf) in the amount of One Hundred Thousand Dollars (\$100,000) (the "**ENA Deposit**") within three (3) business days following the execution of the ENA by the Authority and Developer. The ENA Deposit shall be held by Escrow Holder and disbursed in accordance with the terms of the ENA or otherwise (i) as forth in the Purchase Agreement, or (ii) any escrow instructions as the Parties shall agree upon with Escrow Holder. In addition, Developer shall deposit with the City Parties (specifically, to the Authority for administration) the sum of One Hundred Fifty Thousand Dollars (\$150,000) (the "**Deposit**") within ten (10) days of the Effective Date of this Agreement to cover the City Costs (as defined below) and any other reimbursable costs of the City Parties pursuant to the terms of this Agreement, the ENA, and/or the Purchase Agreement.

3. Developer Responsibility for City Costs. The Deposit shall be used by the City Parties in order to reimburse the City Parties for any and all costs incurred by City Parties commencing as of August 1, 2022 (the "**Cost Commencement Date**") in connection with the

following (all of which shall be deemed “**City Costs**”): (i) City or Authority staff, employee, legal, consultant, or other third party costs in reviewing, preparing, negotiating, processing, and obtaining approval for the Project, this Agreement, the ENA, Purchase Agreement, and related documentation, Entitlements, Permits, CEQA Approvals, and all other agreements related to the Project, (ii) City or Authority staff, employee, legal, consultant, or other third party costs in performing its/their obligations under the ENA and under the Purchase Agreement, and any and all other actions reasonably taken by the City Parties in connection with the planning and development of the Project under the ENA, Purchase Agreement, and/or related documentation, (iii) City or Authority staff, employee, legal, consultant, or other third party costs for all CEQA Processing (as defined below), (iv) City or Authority staff, employee, legal, consultant, or other third party costs related to litigation against the Project, the Entitlements, Permits and/or CEQA Approvals, including defense of any legal or administrative action challenging the ENA, the Purchase Agreement, and/or related documentation, any Entitlements or approvals for the Project, including all Permits, CEQA Approvals, and/or Claims and Liabilities (as such term is defined below, but expressly excluding the current and any future litigation between CAM-Carson and the Authority or other parties involved in such litigation such as, without limitation, RE Solutions in that certain action entitled *CAM-Carson, LLC v. Carson Reclamation Authority et al.*, Case No. 20STCV16461 (collectively, the “**CAM Litigation**”)), (v) costs incurred to prepare and review studies, proformas, reports and design services, and agreements related to development of the Project and Project-related infrastructure, such as the Remedial Systems, BPS, and Site Development Improvements, (vi) any and all other actions taken by City Parties in connection with carrying out the transactions contemplated under the ENA, the Purchase Agreement, or the development of the proposed Project, and (vii) any Claims and Liabilities (as defined in Section 9 below, but excluding the CAM Litigation). Reimbursable City Attorney/Authority Counsel rates will not exceed \$495 per hour for partners and/or \$450 for associates. Developer’s obligation to deposit and reimburse City Costs are in addition to Developer’s duty to indemnify, defend, and hold harmless City Parties, as set forth in Section 9.2, below. Developer acknowledges and agrees that the Deposit shall be used to reimburse the City Parties for previously incurred City Costs consisting of legal fees and Authority staff time incurred in preparing and negotiating this ENA between the Cost Commencement Date to the Effective Date of this Agreement.

For purposes of this Agreement, the term “**CEQA Processing**” shall mean the following associated with the City acting upon an application for the contemplated Project: (i) preparing necessary CEQA reports and documents, including traffic engineering, economic impact on the community, any studies or analyses of the financial value of the Project, other environmentally-pertinent analyses, and additional supporting documentation, as necessary and appropriate in accordance with CEQA; (ii) distributing such documentation to responsible agencies and others; (iii) noticing and holding public hearings and considering public comments on such CEQA documents and reports; (iv) considering certification of such CEQA documents and reports and other documentation through a City Council Resolution in accordance with CEQA; and (v) preparing, negotiating, and approving all environmental documents required under CEQA.

3.1 Minimum Balance of Deposit. At no point shall the Deposit be depleted to less than \$75,000 (the “**Minimum Balance**”).

3.2 Additional Deposits by Developer. In the event the Deposit is expected to be or is depleted to the Minimum Balance, the Developer shall submit an additional deposit in an amount as either of the City Parties may reasonably request in writing (which may be provided via email) to Developer within thirty (30) days of such request by the City Parties. If requested by Developer, such request for an additional deposit shall be accompanied by a statement of what costs have been incurred to date (together with appropriate backup documentation to evidence same). Any such additional amount that is deposited is referred to herein as an “**Additional Deposit**” (which shall be added to and included within the definition of the “**Deposit**” hereunder).

3.3 City’s Right to Cease Work. In the event that Developer does not promptly deliver the Deposit or Additional Deposits as required herein, City Parties may immediately cease all work related to or concerning the Project or the transactions contemplated under the ENA or the Purchase Agreement (as applicable).

3.4 Interest on Deposit. The Deposit shall not earn interest and may be commingled with other City funds.

3.5 Accounting. City Parties shall keep an accounting of the City Costs incurred by City Parties and all Deposits made by Developer. The City Parties shall provide to Developer a summary of expenditures made from the Deposits for City Costs within thirty (30) days of receipt of a written request therefor from Developer; provided that such request shall not be made more than once during any three (3) month period. Failure of City Parties to provide any such accounting shall not excuse Developer’s duty to perform any act required under this Agreement or the ENA/Purchase Agreement. Developer may audit, question or challenge any use of funds set forth in the accounting and may appeal same to the City Council.

3.6 Unexpended Funds; Return of Escrow Deposit. The Deposit and Escrow Deposit shall be applied as follows:

a. If the Deposit ultimately exceeds the City Costs incurred pursuant to the transactions contemplated under the ENA and the Authority/Developer do not enter into a Purchase Agreement and the Developer’s proposed Project does not proceed, (i) the unexpended portion of the Deposit shall be refunded to the Developer, and (ii) the ENA Deposit shall be refunded to Developer.

b. In the event of a Closing under the Purchase Agreement (i.e., the transfer of the Cell 1 Property to Developer), the ENA Deposit shall be applied to the Purchase Price. Following the development of the Project and the issuance of a Certificate of Occupancy for the Project, all unexpended portions of the Deposit shall be returned to Developer.

c. If the ENA is terminated following a material default by the Authority under the ENA, then this Agreement shall be deemed terminated, and (i) the ENA Deposit shall be refunded to Developer, and (ii) all unexpended portions of the Deposit shall be refunded to Developer, unless Developer has outstanding indemnifications obligations owed to City Parties under the ENA or otherwise herein.

The terms and provisions of this Section shall survive the expiration or termination of this Agreement.

4. Additional Taxes, Fees, and Charges. Notwithstanding any provision to the contrary, Developer shall pay all normal and customary fees and charges applicable to all permits necessary for the Project, and any taxes, fees, and charges hereafter imposed by City in connection with the Project, and the Permits and Entitlements which are standard and uniformly-applied to similar projects in the City.

5. Termination. Except as otherwise expressly set forth herein, this Agreement shall terminate concurrent with the termination of the ENA, in accordance with the terms and provisions therein, unless Developer has outstanding reimbursement obligations to the City Parties under this Agreement or under the ENA, in which event, this Agreement shall terminate as soon as such obligations are satisfied.

6. Remedies. In the event of a breach under this Agreement by any Party hereto, the non-breaching Party may, in addition to any other remedies, seek to recover reasonable attorneys' fees in enforcing this Agreement. This provision will not be interpreted to curtail any Party's remedies at law or equity against the other, nor shall it be interpreted as a waiver of any defense.

7. Conflicts of Interest.

7.1 No Financial Relationship. Developer acknowledges the requirements of Government Code Sections 1090 *et seq.* ("**1090 Laws**") and represents and warrants that it has not entered into any financial or transactional relationships or arrangements that would violate the 1090 Laws, nor shall Developer solicit, participate in, or facilitate a violation of the 1090 Laws. By law, the documents required by CEQA must be independently reviewed and approved by City in accordance with its independent judgment and subject to its sole discretion. Accordingly, despite any funding mechanism provided in this Agreement, during the existence of the City's contract with the Environmental Consultant (as defined below), and for a period of one (1) year after final resolution of the Entitlements, neither Developer, nor any of its representatives, agents or other persons acting on behalf of Developer, shall enter into any financial relationship with the Environmental Consultant or with any City official, employee, or contractor. Nor, during such period, shall Developer propose to enter into any future relationship with the Environmental Consultant or with any City official, employee, or contractor. This shall not prevent Developer's consulting with Environmental Consultant as permitted by Section 10 of this Agreement.

7.2 Developer's Representations and Warranties. Developer represents and warrants that it is duly authorized to do business in the State of California. Developer further represents and warrants that, for the 12-month period preceding the Effective Date of this Agreement, it has not entered into any arrangement to pay financial consideration to, and has not made any payment to, any City or Authority official, agent or employee that would create a legally cognizable conflict of interest as defined in the Political Reform Act (California Government Code sections 87100 *et seq.*).

8. Developer Acknowledgements. Subject to the reimbursement obligations set forth in this Agreement, Developer acknowledges and agrees that, with respect to the work concerning the Project or its related applications, Permits, or Entitlements:

8.1 City Parties shall have sole discretion to select which of its employees and contractors are assigned to the work, including the Environmental Consultant (as defined in Section 10).

8.2 City Parties shall have sole discretion to direct the work and evaluate the performance of the employees of City Parties and/or contractors of City Parties assigned to the work, and City Parties retain the right to terminate or replace at any time any such person.

8.3 City Parties shall have sole discretion to determine the amount of compensation paid to employees of City Parties and/or contractors of City Parties assigned to the work.

8.4 City Parties, not Developer, shall pay employees, consultants, and contractors assigned to the work from a City / Authority account.

8.5 City Parties make no representations or assurances to Developer that the Project will be approved, or that Developer will receive any priority treatment for processing the Project or its Permits / Entitlements.

9. Indemnification and Hold Harmless.

9.1 Non-liability of City. The Parties acknowledge that there may be challenges to the legality, validity and adequacy of: the Project; the Project applications; the Permits, the Entitlements; compliance of the Project with CEQA, state law, or federal law; and/or, the ENA, this Agreement or the Purchase Agreement, in the future. If such challenges are successful, such challenges could delay or prevent the performance of this Agreement, approval of the Project, or implementation of the Project. City shall have no liability for the inability of Developer to obtain approval of the Project or any of the Permits/Entitlements, or other approvals (including any CEQA Approvals), or implement the Project, as the result of a judicial determination that some or all of the Project, the Project applications, or the Permits / Entitlements or other approvals concerning the Project, or implementation of the Project are invalid or inadequate or not in compliance with law. No official, officer, employee or agent of the City Parties shall be personally liable hereunder to any extent. The Parties further acknowledge and agree that this Agreement is not a debt of the City Parties. The City Parties shall not in any event be liable hereunder other than to return the ENA Deposit and/or the unexpended and uncommitted portions of the Deposit as provided in Section 3.6 above, and to provide an accounting under Section 3.5 above. The City shall not be obligated to advance any of its own funds with respect to the Project or CEQA documents or for any other purpose.

9.2 Indemnification. Developer agrees to indemnify, protect, defend, and hold harmless the City Parties and their respective elected or appointed officials, officers, employees, agents, elected boards, commissions, departments, agencies, and instrumentalities thereof, from any and all actions, suits, claims, demands, writs of mandamus, liabilities, losses, damages, penalties, obligations, expenses, and any other actions or proceedings (whether legal, equitable, declaratory, administrative, or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to, arbitrations, mediations, and other such procedures) asserted by third parties against the City Parties that challenge, or seek to void, set aside, or otherwise modify or annul, the action of,

or any approval by, the City Parties for or concerning this Agreement, the ENA, the Purchase Agreement, the Project, the Permits, the Entitlements, or any CEQA Approvals issued by the City, or any aspect or portion thereof (including, but not limited to, reasonable attorneys' fees and costs) (herein the "**Claims and Liabilities**"), whether such Claims and Liabilities arise under planning and zoning laws, the Subdivision Map Act, CEQA, the Code of Civil Procedure Sections 1085 or 1094.5, or any other federal, state, or local statute, law, ordinance, rule, regulation, or any decision of a court of competent jurisdiction.

9.3 Exception. The obligations of Developer under this Section shall not apply to any claims, actions, or proceedings arising through the gross negligence or willful misconduct of the City Parties or their respective officers, agents, or employees.

9.4 Period of Indemnification. The obligations for indemnity under Section 9.2 shall begin upon the Effective Date and shall survive termination or expiration of this Agreement for a period of twelve (12) months.

10. Compliance with Guidelines; Independent Judgment. The CEQA Guidelines, including Sections 15084 and 15090, require the City as lead agency to exercise its independent judgment in CEQA findings and approvals. The City will engage with one master consultant to oversee the CEQA Processing and be the primary reviewer of the CEQA documents and conduct the CEQA Processing (collectively, the "**Environmental Consultant**") for the Project. Accordingly, it is understood that any such Environmental Consultant hired by the City to prepare CEQA documents or engage with CEQA Processing shall be under contract to and directed by the City, and Developer shall not attempt to direct, influence, or otherwise control the Environmental Consultant in the performance of the work. Any questions or concerns Developer may have will be directed to the City.

11. Developer's Rights Concerning Review of Documents. City shall give Developer at least ten (10) days' Notice along with copies of any proposed drafts of CEQA documents and related documents so that Developer shall have the opportunity to provide comments or objections thereto, prior to the City finalizing, filing, or otherwise releasing any of the foregoing for public review and comment. The City shall also provide Developer with draft copies of all other reports and studies funded through this Agreement. Developer may discuss issues with the City Parties or their consultants and may make comments orally or in writing. The City Parties shall also use reasonable efforts to permit Developer's review with respect to agendas and staff reports for all open City Council, Planning Commission and other public body meetings at which the Project or related matters are to be considered, and by providing Developer with draft copies thereof prior to or concurrently with the transmission of such documents to the appropriate body. As set forth in Section 10, it is expressly understood that the Environmental Consultant (and other City Parties' consultants retained hereunder) is under contract solely with the City, and the City is free to disregard the comments of Developer and exercise its independent judgment in making payments to the Environmental Consultant or revising or accepting the Environmental Consultant's work product, without any liability whatsoever to Developer therefor.

12. No Obligation to Adopt CEQA Documents or to Approve Project. The provisions of this Agreement shall in no way obligate the City to adopt any CEQA documents (including any

CEQA Approvals) or take any action related to approval of the Project or any Permits / Entitlements related thereto. The City shall use its independent judgment in determining whether to approve the Permits / Entitlements, whether to approve draft CEQA documents for circulation, and whether to certify or to not certify CEQA documents or make any CEQA Approvals. In the event that the City certifies CEQA documents with respect to the Project, the City shall use its independent judgment in determining the significance of any impacts, approving any mitigation program, adopting a statement of overriding considerations, or taking any other action. The City Parties shall have no liability to Developer in any manner whatsoever therefor, other than providing the accounting of expenses as provided herein.

13. Assignment/Transfer. Developer may not assign this Agreement to any other entity except as expressly provided in the transfer/assignment provisions as set forth in the ENA or Purchase Agreement (as applicable).

14. Relationship Between the Parties. The Parties agree that this Agreement does not operate to create the relationship of partnership, joint venture, or agency between City Parties and Developer. Nothing herein shall be deemed to make Developer an agent of City Parties.

15. Qualification; Authority. Developer warrants that it has the legal capacity to enter into the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party. Each individual executing this Agreement on behalf of Developer represents, warrants and covenants to City Parties that (a) Developer is duly formed and authorized to do business in the state of its formation, (b) such person is duly authorized to execute and deliver this Agreement on behalf of Developer in accordance with authority granted under the organizational documents of Developer, and (c) Developer is bound under the terms of this Agreement.

16. Notices. Any notices, requests, demands, documents approvals or disapprovals given or sent under this Agreement from one Party to another (each a “**Notice**”, and collectively, the “**Notices**”) shall be given to the Party entitled thereto at its address set forth below or at such other address as such Party may provide to the other Parties in writing. Any such Notice may be given (i) by personal delivery which will be deemed received on the day of delivery; (ii) by national overnight delivery service which shall be deemed received the following day; or (ii) by mailing the same by registered or certified US mail, return receipt requested which will be deemed delivered three (3) days after depositing same in the mail, addressed to the Party to whom the Notice is directed as set forth below:

To Authority:

Carson Reclamation Authority
701 East Carson St.
Carson, CA 90745
Attention: Executive Director
Email: jraymond@carson.ca.us

With a Copy to:

Aleshire & Wynder, LLP
18881 Von Karman Ave., Suite 1700
Irvine, CA 92612

Attention: Sunny Soltani
Email: ssoltani@awattorneys.com

To City:

City of Carson
701 East Carson St.
Carson, CA 90745
Attention: City Manager
Email: droberts@carsonca.gov

and to

City of Carson
701 East Carson St.
Carson, CA 90745
Attention: Saied Naaseh
Email: snaaseh@carsonca.gov

With a Copy to:

Aleshire & Wynder, LLP
18881 Von Karman Ave., Suite 1700
Irvine, CA 92612
Attention: Sunny Soltani
Email: ssoltani@awattorneys.com

To Developer:

District Essential Housing, LLC
c/o Standard Communities
1901 Avenue of the Stars, Suite 395
Los Angeles, California 90067
Attention: Jeff Jaeger
Email: jjaeger@standard-companies.com;
brendan@districtessentialhousing.com

With copies to:

Allen Matkins Leck Gamble Mallory & Natsis LLP
1901 Avenue of the Stars, Suite 1800
Los Angeles, CA 90067
Attention: Anton N. Natsis, Esq.
Email: tnatsis@allenmatkins.com

and to

Rand Paster Nelson
633 W. Fifth Street, 64th Floor
Los Angeles, California 90071
Attention: Dave Rand
Email: dave@rpnllp.com

17. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

18. Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against either Party. Unless otherwise specified, any term referencing time, days, or period for performance shall be deemed calendar days and not business days, provided, however that any deadline that falls on a weekend or holiday shall be extended to the next City business day. All references to Developer include all personnel, employees, agents, and contractors of Developer, except as otherwise specified in this Agreement. The captions of the various paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

19. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by the Parties.

20. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

21. Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation.

22. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

23. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

24. Consent to Jurisdiction and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any legal action or proceeding brought to interpret or enforce this Agreement, or which in any way arises out of the Parties' activities undertaken pursuant to this Agreement, shall be filed and prosecuted in the appropriate California State Court in the County of Los Angeles, California. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding. Without limiting the generality of the foregoing waiver, Developer expressly waives any right to have venue transferred pursuant to California Code of Civil Procedure Section 394.

25. Time is of the Essence. Time is of the essence with respect to this Agreement.

26. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

27. Entire Agreement. This Agreement (together with the ENA and Purchase Agreement (to the extent effective)) contains the entire agreement between City Parties and Developer with respect to the subject matter of this Agreement and supersedes any prior oral or written statements or agreements between City Parties and Developer with respect to the subject matter of this Agreement.

28. Attorneys' Fees. In the event of any litigation or other legal proceeding including, but not limited to, arbitration or mediation between the Parties 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 attorneys' fees) incurred in the proceeding.

[signatures on the following page]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

DEVELOPER:

DISTRICT ESSENTIAL HOUSING,
LLC, a California limited liability company

By: _____

Its: _____

By: _____

Its: _____

CITY:

CITY OF CARSON, a California municipal
corporation

By: _____
Lula Davis-Holmes, Mayor[**CONFIRM IF
THIS SHOULD BE THE MAYOR**]

AUTHORITY:

CARSON RECLAMATION AUTHORITY, a
California joint powers authority

By: _____
Lula Davis-Holmes, Chair

ATTEST:

By: _____
Dr. Khaleah Bradshaw, City Clerk /
Authority Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Sunny K. Soltani, City Attorney / Authority
Counsel

DEVELOPER SHALL PROVIDE CITY WITH COPIES OF APPROPRIATE DOCUMENTS EVIDENCING AUTHORITY OF SIGNATORIES TO EXECUTE AND BIND DEVELOPER. DEVELOPER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2022, before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	_____
<input type="checkbox"/>	CORPORATE OFFICER	TITLE OR TYPE OF DOCUMENT
_____		NUMBER OF PAGES
<input type="checkbox"/>	PARTNER(S)	_____
	<input type="checkbox"/> LIMITED	DATE OF DOCUMENT
	<input type="checkbox"/> GENERAL	_____
<input type="checkbox"/>	ATTORNEY-IN-FACT	SIGNER(S) OTHER THAN NAMED ABOVE
<input type="checkbox"/>	TRUSTEE(S)	
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

