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City of Paramount ♦ 16400 Colorado Avenue ♦ Paramount, CA 90723 ♦ (562) 220-2000 ♦ [www.paramountcity.com](http://www.paramountcity.com)

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## **NOTICE OF SPECIAL MEETING**

### **Successor Agency for the Paramount Redevelopment Agency**

**NOTICE IS HEREBY GIVEN** that a Special Meeting of the Successor Agency for the Paramount Redevelopment Agency will be held on **Tuesday, September 21, 2021 at 5:00 p.m.** in the Council Chamber at City Hall, 16400 Colorado Avenue, Paramount, California to consider a resolution authorizing an affordable housing grant agreement with Behrokh and Farzaneh Tabibian/Firouz and Homa Golshani to construct a mixed-use commercial and senior assisted/independent living facility at 16675-16683 Paramount Boulevard, Paramount, California.

Notice of this Special Meeting is furnished to each Member of the City Council in compliance with applicable laws of the State of California.

Dated: September 17, 2021

*/s/ Brenda Olmos*

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Brenda Olmos, Mayor

I, Heidi Luce, City Clerk of the City of Paramount, California, hereby certify that I caused the aforementioned Notice of Special Meeting to be posted on the Paramount City Hall, Paramount Library, Paramount Park Community Center and Paramount Sheriff's Station bulletin boards and on the City's website at least 24 hours prior to the time set for the special meeting in accordance with Government Code Section 54956.

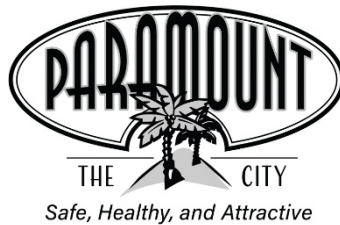
Dated: September 17, 2021

*/s/ Heidi Luce*

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Heidi Luce, City Clerk

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## PUBLIC PARTICIPATION NOTICE

Public Participation Accessibility for the City Council and Successor Agency for the Paramount Redevelopment Agency meetings scheduled for **September 21, 2021**.

### In-person Attendance:

The public may attend the City Council meeting in-person. All individuals will be required to wear a face covering.

### View the City Council meeting live stream:

- YouTube Channel <https://www.youtube.com/user/cityofparamount>
- Spectrum Cable TV Channel 36

### Public Comments:

Members of the public wanting to address the City Council, either during public comments or for a specific agenda item, or both, may do so by the following methods:

- **In-Person**

If you wish to make a statement, please complete a Speaker's Card prior to the commencement of the Public Comments period of the meeting. Speaker's Cards are located at the entrance. Give your completed card to a staff member and when your name is called, please go to the podium provided for the public.

- **E-mail: [crequest@paramountcity.com](mailto:crequest@paramountcity.com)**

E-mail public comments must be received by **4:45 p.m. on Tuesday, September 21, 2021**. The e-mail must specify the following information: 1) Full Name; 2) City of Residence; 3) Phone Number; 4) Public Comment or Agenda Item No; 5) Subject; 6) Written Comments.

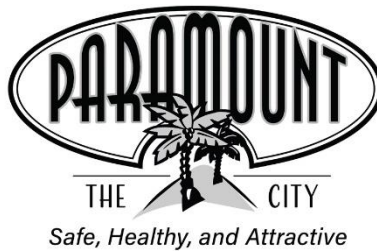
- **Teleconference: (562) 220-2225**

Participants wishing to address the City Council by teleconference should call City Hall at **(562) 220-2225** by **4:45 p.m. on Tuesday, September 21, 2021** and provide the following information: 1) Full Name; 2) City of Residence; 3) Phone Number; 4) Public Comment or Agenda Item No; 5) Subject. Teleconference participants will be logged in, placed in a queue and called back during the City Council meeting on speaker phone to provide their comments.

All public comments are limited to a maximum of three minutes unless an extension is granted. Please be mindful that the meeting will be recorded as any other person is recorded when appearing before the City Council, and all other rules of procedure and decorum will apply when addressing the City Council by teleconference.

# AGENDA

Successor Agency for the Paramount Redevelopment Agency  
September 21, 2021



Special Meeting  
City Hall Council Chambers  
5:00 p.m.

City of Paramount

16400 Colorado Avenue ♦ Paramount, CA 90723 ♦ (562) 220-2000 ♦ [www.paramountcity.com](http://www.paramountcity.com)

**Public Comments:** See Public Participation Notice. Persons are limited to a maximum of 3 minutes unless an extension of time is granted. No action may be taken on items not on the agenda except as provided by law.

**Americans with Disabilities Act:** In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's office at (562) 220-2027 at least 48 hours prior to the meeting to enable the City to make reasonable arrangements to ensure accessibility to this meeting.

**Note:** Agenda items are on file in the City Clerk's office and are available for public inspection during normal business hours. Materials related to an item on this Agenda submitted after distribution of the agenda packet are also available for public inspection during normal business hours in the City Clerk's office. The office of the City Clerk is located at City Hall, 16400 Colorado Avenue, Paramount.

## Notes

CALL TO ORDER:

Mayor Brenda Olmos

ROLL CALL OF  
COUNCILMEMBERS:

Councilmember Isabel Aguayo  
Councilmember Laurie Guillen  
Councilmember Peggy Lemons  
Vice Mayor Vilma Cuellar Stallings  
Mayor Brenda Olmos

## **NEW BUSINESS**

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1. [RESOLUTION NO.  
SAPRA 21:002](#)

Authorizing an Affordable Housing Grant Agreement with Behrokh and Farzaneh Tabibian/Firouz and Homa Golshani to Construct a Mixed-use Commercial and Senior Assisted/Independent Living Facility at 16675-16683 Paramount Boulevard.

## **ADJOURNMENT**

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To a meeting on October 5, 2021 at 6:00 p.m.

SEPTEMBER 21, 2021

RESOLUTION NO. SAPRA 21:002

"A RESOLUTION OF THE SUCCESSOR AGENCY FOR THE PARAMOUNT REDEVELOPMENT AGENCY AUTHROZING AN AFFORDABLE HOUSING GRANT AGREEMENT WITH BEHROKH AND FARZANEH TABIBIAN/FIROUZ AND HOMA GOLSHANI FOR THE CONSTRUCTION OF A MIXED-USE COMMERCIAL AND SENIOR ASSISTED/INDEPENDENT LIVING FACILITY AT 16675-16683 PARAMOUNT BOULEVARD"

MOTION IN ORDER:

READ BY TITLE ONLY AND ADOPT RESOLUTION NO. SAPRA 21:002.

MOTION:

MOVED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

[ ] APPROVED

[ ] DENIED

ROLL CALL VOTE:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_



**To:** Honorable Successor Agency for the  
Paramount Redevelopment Agency

**From:** John Moreno, City Manager

**By:** John Carver, Planning Director

**Date:** September 21, 2021

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**Subject: RESOLUTION NO. SAPRA 21:002  
AFFORDABLE HOUSING GRANT AGREEMENT  
PARAMOUNT BOULEVARD SENIOR PROJECT**

## **BACKGROUND**

This item is an affordable housing grant agreement with Behrokh and Farzaneh Tabibian/Firouz and Homa Golshani to provide a grant to assist with the construction of a mixed-use commercial and senior assisted living facility at 16675-16683 Paramount Boulevard. The City Council reviewed the grant agreement earlier this evening.

In February of this year, the City Council approved Zone Change No. 203, which changed the zoning of the project site from C-3 (General Commercial) to PD-PS (Planned Development with Performance Standards)/Mixed-Use Commercial and Senior Assisted/Independent Living Facility. The Development Review Board approved Development Review Application No. 20:015 for the design of the project, which is located at the south entry to the City at Paramount Boulevard. The properties are currently occupied by an automotive repair business and a bar that has been closed for over one year.

## **PROJECT**

The zone change and design approval allow for the construction of a building that will contain two retail suites and parking on the bottom floor, seven senior assisted/independent living units on the second floor, and seven units on the third floor. Twelve of the units will be for assisted care, and two units will be for independent living. On both the second and third floors, four units will contain three bedrooms and two bathrooms, and three units will contain four bedrooms and three bathrooms. Each unit will have a shared kitchen and living room. The four-bedroom units will range in size from 1,120 square feet to 1,155 square feet, while the three-bedroom units will contain approximately 1,000 square feet.

The following is a rendering of the approved architectural design of the building:



## **GRANT**

The Successor Agency for the Paramount Redevelopment Agency will provide a grant in the amount of \$300,000 from the Agency's Low-to-Moderate Income Housing Asset Fund, and the developer will designate two units as affordable for qualifying residents who will pay rent at a reduced and formally restricted lease rate. These moneys are only allowed to be used on affordable housing, and the agreement will remain in effect for 55 years. When the property owner sells the property at any time within the 55-year period, and whenever a new tenant leases one of the restricted housing units within the 55 years, the agreement remains applicable and enforceable. Prior to disbursement of the \$300,000 grant, the applicant will provide to the City a detailed financial statement that includes the sources of financing for the project.

The proposed senior housing development will accomplish a number of important goals. It will provide for a growing need for senior housing; eliminate blighted property; and help to comply with the City's Regional Housing Needs Assessment (RHNA) allocation of affordable housing units.

The agreement, which is subject to approval by the City Attorney, is attached.

## **ENVIRONMENTAL ASSESSMENT**

The City Council reviewed and adopted a Mitigated Negative Declaration for this project when the zone change was approved.

## **VISION, MISSION, VALUES, AND STRATEGIC OUTCOMES**

The City's Vision, Mission, and Values set the standard for the organization; establish priorities, uniformity and guidelines; and provide the framework for policy decisionmaking. The Strategic Outcomes were implemented to provide a pathway to achieving the City's Vision of a city that is safe, healthy, and attractive. This item aligns with Strategic Outcomes No. 1: Safe Community; No. 3: Economic Health; No. 4: Environmental Health; and No. 5: Attractive and Well Maintained City Infrastructure.

**RECOMMENDED ACTION**

It is recommended that the Successor Agency for the Paramount Redevelopment Agency read by title only and adopt Resolution No. SAPRA 21:002.

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CITY OF PARAMOUNT  
LOS ANGELES COUNTY, CALIFORNIA

**RESOLUTION NO. SAPRA 21:002**

A RESOLUTION OF THE SUCCESSOR AGENCY FOR THE PARAMOUNT REDEVELOPMENT AGENCY AUTHORIZING AN AFFORDABLE HOUSING GRANT AGREEMENT WITH BEHROKH AND FARZANEH TABIBIAN/FIROUZ AND HOMA GOLSHANI FOR THE CONSTRUCTION OF A MIXED-USE COMMERCIAL AND SENIOR ASSISTED/INDEPENDENT LIVING FACILITY AT 16675-16683 PARAMOUNT BOULEVARD

WHEREAS, the Successor Agency for the Paramount Redevelopment Agency wishes to enter into an affordable housing grant agreement for a mixed-use commercial and senior assisted/independent living facility at 16675-16683 Paramount Boulevard in the City of Paramount; and

WHEREAS, there is a growing need for affordable senior assisted/independent living facilities; and

WHEREAS, the Successor Agency to the Paramount Redevelopment Agency has funds in its Low-to-Moderate Income Housing Trust Fund; and

WHEREAS, the City of Paramount desires to provide a grant from the Low-to-Moderate Income Housing Trust Fund to Behrokh and Farzaneh Tabibian/Firouz and Homa Golshani to provide for affordable housing.

NOW, THEREFORE, BE IT RESOLVED BY THE SUCCESSOR AGENCY FOR THE PARAMOUNT REDEVELOPMENT AGENCY AS FOLLOWS:

**SECTION 1.** The above recitations are true and correct.

**SECTION 2.** The Successor Agency to the Paramount Redevelopment Agency hereby authorizes a grant in the amount of \$300,000 from the Successor Agency's Low-to-Moderate Income Housing Trust Fund to assist in the construction of a senior assisted/independent living facility.

**SECTION 3.** The City Manager of the City of Paramount is hereby authorized and directed to enter into an agreement with Behrokh and Farzaneh Tabibian/Firouz and Homa Golshani for the development of a senior assisted/independent living facility at 16675-16683 Paramount Boulevard.

**SECTION 4.** This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, and ADOPTED by the Successor Agency to the Paramount Redevelopment Agency this 21<sup>st</sup> day of September 2021.

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Brenda Olmos, Mayor

ATTEST:

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Heidi Luce, City Clerk

# **AFFORDABLE HOUSING GRANT AGREEMENT**

**by and between**

**Successor Agency for the  
Paramount Redevelopment Agency**

**and**

**[=====Owner=====]**

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## **ATTACHMENTS**

Attachment No. 1	Legal Description of Site
Attachment No. 2	Schedule of Performance
Attachment No. 3	Affordable Housing Grant Agreement and Declaration of Covenants and Restrictions

## **AFFORDABLE HOUSING GRANT AGREEMENT**

This AFFORDABLE HOUSING GRANT AGREEMENT (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the Successor Agency for the Paramount Redevelopment Agency (“Agency”), and [===Owner, Vesting===] (“Participant”).

### **RECITALS**

A. Participant is the fee simple owner of that certain real property located in the City of Paramount, County of Los Angeles, State of California, more particularly described in the legal description attached hereto as Attachment No. 1 (“Site”). Participant desires to develop a twenty (20) unit assisted living facility containing two (2) independent living units to be rented affordably (“Project”).

B. The Agency will financially assist in the development of the Property with funds from the Agency’s Low and Moderate Income Housing Asset Fund. The purpose of such assistance is to increase, improve and preserve low- and moderate-income housing available at affordable housing cost within the territorial jurisdiction of Agency in accordance with Community Redevelopment Law, Health and Safety Code Section 33000, et seq. Agency and Participant desire to impose affordability covenants on the two (2) rental units assisted with Agency’s grant, which covenants will require the two (2) units be rented to extremely-low income households at affordable rent for a minimum period of fifty-five (55) years.

C. The development and operation of the Project on the Site pursuant to this Agreement, and the fulfillment generally of this Agreement, are in the vital and best interests of the Successor Agency for the Paramount Redevelopment Agency and the welfare of residents in its jurisdiction, and in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements.

### **AGREEMENT**

Based upon the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, Agency and Participant hereby agree as follows:

#### **1. DEFINITIONS.**

The following terms as used in this Agreement shall have the meanings given below unless expressly provided to the contrary:

“Agency” shall mean the Successor Agency for the Paramount Redevelopment Agency.

“Agreement” shall mean this Affordable Housing Grant Agreement between Agency and Participant, including all exhibits and other documents attached hereto.

“Contract Officer” shall mean Agency’s Planning Director or such other person as may be designated by the Executive Director.

“Effective Date” shall mean the date inserted in the preamble to this Agreement.

“Participant” shall mean [===Owner===], having its offices at [===Location===]. The term “Participant” includes any legally permissible assignee or successor to the rights, powers, and responsibilities of Participant hereunder, in accordance with Section 6.8 of this Agreement.

“Project” shall mean the twenty (20) unit assisted living facility containing two (2) independent living units to be rented affordably.

“Regulatory Agreement” shall mean the Affordable Housing Grant Agreement and Declaration of Covenants and Restrictions regulating the operation and maintenance of the Site in the form attached hereto as Attachment No. 3.

“Schedule of Performance” shall mean that certain Schedule of Performance attached hereto as Attachment No. 2 setting out the dates and/or time periods by which certain obligations set forth in this Agreement must be performed.

“Site” shall mean that certain real property located in the City of Paramount, more particularly described in the legal description attached hereto as Attachment No. 1.

## 2. FINANCING DEVELOPMENT OF THE PROJECT.

### 2.1 Agency Grant.

2.1.1 Amount and Source of Agency Grant. Subject to the terms and conditions set forth herein and provided Participant is not in default of this Agreement, Agency shall provide Participant financial assistance in the form of a grant in the amount of Three Hundred Thousand Dollars (\$300,000) (“Agency Grant”) to be applied towards the costs of developing the Project. The source of the Agency Grant is in the Agency’s Low and Moderate Income Housing Asset Fund that must be used to increase, improve and preserve low- and moderate-income housing available at affordable housing cost within the territorial jurisdiction of Agency in accordance with Community Redevelopment Law, Health and Safety Code Section 33000, et seq.

2.1.2 Use of Agency Grant. Participant shall be permitted to use the Agency Grant proceeds only for the development of the Project described in the Project Budget for which Low and Moderate Income Housing Asset funds may be used pursuant to Community Redevelopment Law, Health and Safety Code Section 33000, et seq.

2.1.3 Agency Grant Funding Conditions. Notwithstanding any other provision of this Agreement to the contrary, Agency shall have no obligation to disburse any of the Agency Grant proceeds to Participant unless all of the following conditions (collectively the “Funding Conditions”) are satisfied or Agency’s Contract Officer waives such conditions in its sole and absolute discretion:

(a) *Execution and Delivery of Documents.* Participant shall have executed and delivered to Agency the documents referred to in Section 2.2 of this Agreement.

(b) *Insurance.* Participant has provided to Agency evidence of the insurance required under Section 3.6 of this Agreement.

(c) *No Default.* Participant shall not be in material default of any of its obligations set forth in this Agreement.

In the event that any of the Funding Conditions are not satisfied or waived by Agency on or before the date that is five (5) days after the Effective Date, or such later deadline as may be mutually approved in writing by Agency and Participant in the sole and absolute discretion of each of them, Agency may terminate this Agreement by delivering written notice to Participant.

2.1.4 Disbursement of Agency Grant. Provided Participant is not in default of this Agreement, Agency shall disburse the Agency Grant after the Funding Conditions Satisfaction Date, as set forth below.

(a) Direct funding of Agency Grant funds for the development of the Site shall be made to Participant. Agency Grant funds shall be disbursed upon Agency receipt and approval of documentation from Participant demonstrating that each cost is required for development of the Project.

(b) When Participant desires a disbursement of Agency Grant funds to make a payment for permissible Project expenses in accordance with the terms of this Agreement, Participant shall present to Agency's Contract Officer or designee the following information:

- a) an invoice, contract, or similar documentation verifying that the costs for which Participant seeks a disbursement are solely for Project expenses in accordance with the terms of this Agreement;
- b) for Agency approved construction activity, appropriate conditional or unconditional lien releases and waivers, including for mechanic's liens, materialman's liens, stop notice claims, and equitable lien claims, with said lien releases and waivers to be in a form reasonably required by Agency's Contract Officer and in conformance with the requirements of California Civil Code Section 8000 et seq.; and
- c) any other documentation or evidence that may be reasonably required by Agency.

(c) Notwithstanding the requirements of subparagraph (b) above, in the event that Participant desires to obtain an advance disbursement for work scheduled to be undertaken or work not yet completed (e.g., as a down payment, advance payment, or progress payment), Participant shall present to Agency's Contract Officer or designee all the information set forth in subparagraph (b), except instead of the information set forth in subparagraph (b)(ii), Participant shall provide a contract or other evidence that the contractor or subcontractor performing the work is entitled to an advance payment and Participant has incurred the obligation to make such payment, and a certification from Participant

that the work to be undertaken or already begun conforms to approved plans and permits.

(d) The procedure for Participant's request for disbursements shall be as follows: Upon receipt of all of the documentation required to be received by Agency from Participant pursuant to subparagraph (b) or (c) above, as applicable, Agency's Contract Officer or designee shall, within seven (7) days of receipt of a request and all required supporting documentation, review the information and determine whether the request for disbursement appears proper. In the event Agency's Contract Officer or designee determines that insufficient supporting documentation has been submitted with the reimbursement request or that the request will not be approved, Agency shall promptly notify Participant and the parties shall promptly meet and confer in good faith in an effort to resolve the dispute. Payment of a disbursement shall be made by Agency to Participant within fourteen (14) days after Agency has approved a payment request.

2.2 Execution and Recordation of Documents. No later than seven (7) days prior to the anticipated Funding Conditions Satisfaction Date, Participant shall deliver to Agency the following documents: (a) the Regulatory Agreement, executed and acknowledged by Participant. Within seven (7) days after the Funding Conditions Satisfaction Date and prior to Agency's disbursement of any Agency Grant proceeds to Participant, Agency shall execute the Regulatory Agreement and shall cause the Regulatory Agreement to be recorded in the Official Records of Los Angeles County, California.

2.3 Financing; Subordination. Mortgages, deeds of trust, and other similar forms of financing shall be permitted for the Project, but only for the purpose of securing loans of funds to be used for financing the eligible Project costs. Participant shall not enter into any such security conveyance for financing purposes without the prior written consent of Agency's Contract Officer, which consent shall not be unreasonably withheld. The Executive Director or his/her designee shall have the authority on behalf of Agency to execute subordination agreements in such form as reasonably approved by Agency's Contract Officer and Agency's legal counsel to subordinate the Regulatory Agreement to the lien of financing for loans obtained by Participant for the development of the Project Site. The subordination agreements shall be reasonably designed to protect the Agency's investment in the event of a default by providing for rights of notice and opportunities to cure and other rights protective of Agency's interest.

### 3. DEVELOPMENT OF THE PROJECT SITE.

#### 3.1 Scope of Development.

3.1.1 Project Development Requirements. Within the time set forth in the Schedule of Performance, Participant shall submit to Agency for review and approval a complete list of required construction of improvements to the Site, and related projected costs. Agency shall exercise reasonable diligence to complete its review of the list within the time set forth in the Schedule of Performance. Any disapproval shall be in writing and shall state the reasons therefore. Upon receipt of a disapproval, Participant shall act promptly to revise or correct the proposed repair list as necessary to conform to Agency requirements. The same procedures and requirements shall apply to subsequent submittals and reviews until the repair list is finally



approved by Agency. Once approved, no substantial changes shall be permitted without prior written approval of Agency.

3.1.2 Other Governmental Permits. Before commencement of the construction or other work on the Site or such earlier period of time as provided for herein, Participant shall secure or cause to be secured any and all permits and approvals which may be required by the City of Paramount, or any other governmental agency having jurisdiction over the Site and the Project.

3.2 Schedule of Performance; Progress Reports. Participant shall begin and complete construction of the Project within the times set forth in the Schedule of Performance. Once construction is commenced, it shall be continuously and diligently pursued to completion, and shall not be abandoned for more than five (5) consecutive days, except when due to causes beyond the control and without the fault of Participant, as set forth in Section 6.3 of this Agreement. During the course of the development, Participant shall provide to Agency monthly written reports on the progress of construction until all repairs are completed.

3.3 Compliance with Permits and Laws. Participant shall carry out the rehabilitation of the Project in conformity with all applicable laws, regulations, and rules of governmental agencies having jurisdiction, including without limitation all applicable federal and state fair labor standards, including the payment of prevailing wages, as applicable.

3.4 Anti-discrimination. Participant, for itself and its successors and assigns, agrees that Participant will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry, national origin or disability in connection with activities undertaken pursuant to this Agreement.

3.5 Insurance. Participant, for the term of this Agreement, shall procure and keep in full force and effect or cause to be procured and kept in full force and effect for the mutual benefit of Participant and Agency, and shall provide Agency evidence reasonably acceptable to Agency, insurance policies meeting the minimum requirements set forth below:

3.5.1 Commercial General Liability insurance with respect to the Property and the operations of or on behalf of Participant, in an amount not less than One Million Dollars (\$1,000,000) per occurrence combined single limit including products, completed operations, contractual, bodily injury, personal injury, death and property damage liability per occurrence. Unless otherwise approved in advance by the Agency, the insurance to be provided by Participant may provide for a deductible or self-insured retention of not more than Ten Thousand Dollars (\$10,000), with such maximum amount to increase at the same rate as the periodic increases in the minimum amount of total insurance coverage set forth above.

3.5.2 With respect to the improvements and any fixtures and furnishings to be owned by Participant on the Property, insurance against fire, extended coverage, vandalism, and malicious mischief, and such other additional perils, hazards, and risks as now are or may be included in the standard "all risk" form in general use in Los Angeles County, California, with the standard form fire insurance coverage in an amount equal to full actual replacement cost thereof,

as the same may change from time to time. The above insurance policy or policies shall include coverage for earthquakes to the extent generally and commercially available at commercially reasonable rates, if such insurance is generally obtained for rental apartment projects of this size and type in Los Angeles County, California. Agency shall be a loss payee under such policy or policies and such insurance shall contain a replacement cost endorsement.

3.5.3 All policies of insurance required to be carried by Participant shall meet the following requirements and contain the following endorsements, provisions, or clauses (as applicable):

(a) The policies shall be written by responsible and solvent insurance companies licensed in the State of California and having policyholders' rating of A or better, in the most recent addition of "Best's Key Rating Guide -- Property and Casualty." A copy of each paid-up policy evidencing such insurance (appropriately authenticated by the insurer) or a certificate of the insurer, certifying that such policy has been issued, providing the coverage required herein, and containing the provisions specified herein, shall be delivered to Agency on or prior to the date of this Agreement, and thereafter, upon renewals, not less than thirty (30) days prior to the expiration of coverage. Agency may, at any time, and from time to time, inspect and/or copy any and all insurance policies required to be procured by Participant hereunder. In no event shall the limits of any policy be considered as limiting the liability of Participant hereunder.

(b) Participant shall transmit a copy of the certificate of insurance and loss payee endorsement to Agency within thirty (30) days of the effective date of this Agreement, and Participant shall annually transmit to Agency a copy of the certificate of insurance and a loss payee endorsement, signed by an authorized agent of the insurance carrier setting forth the general provisions of coverage. Any certificate of insurance must be in a form, content and with companies approved by Agency. The copy of the certificate of insurance and loss payee endorsement shall be transmitted to Agency at the address set forth in Section 37 hereof.

(c) The insurer shall not cancel, terminate or materially alter the coverage provided by such policy in a manner adverse to the interest of the insured without first giving Agency a minimum of thirty (30) days prior written notice by certified mail, return receipt requested.

(d) A waiver by the insurer of any right to subrogation against Agency, and its respective officers, officials, members, employees, agents, and representatives, which arises or might arise by reason of any payment under such policy or policies or by reason of any act or omission of Agency or its respective officers, officials, members, employees, agents, or representatives.

(e) The Agency and its respective officers, officials, members, employees, agents, and representatives shall be named as additional insureds on the Commercial General Liability policies.

(f) Coverage provided by these policies shall be primary and non-contributory to any insurance carried by the Agency or its respective officers, officials, members, employees, agents, or representatives.

3.5.4 Failure to comply with reporting provisions shall not affect coverage provided to Agency and its officers, officials, members, employees, agents, or representatives. Commercial General Liability, Workers' Compensation, and Hazard and Liability Insurance. Participant agrees that the provisions of this Section 3.5 shall not be construed as limiting in any way the extent to which Participant may be held responsible for the payment of damages to any persons or property resulting from Participant's activities or the activities of any person or persons for which Participant is otherwise responsible.

3.6 Rights of Access. For the purpose of assuring compliance with this Agreement, representatives of Agency shall have the reasonable right of access to the Site, without charges or fees, at normal construction hours during the period of the development work for the purposes of this Agreement, including but not limited to the inspection of the work being performed by Participant in rehabilitating the Site. The foregoing right of access shall be in addition to, and shall not limit Agency from exercising, any other rights of access Agency may have in its capacity as a regulatory agency.

3.7 Participant Responsible for Cost of Acquisition and Rehabilitation. Except to the extent Agency has specifically agreed to provide the Agency Grant pursuant to Section 2.1, Participant shall be responsible for all costs of developing the Project, including but not limited to costs incurred for items such as engineering, and environmental remediation; all construction and permit costs, furnishings, fixtures, and equipment for the Site; relocation expenses payable to existing occupants of the Site as applicable; costs for insurance and bonds (as required); costs for financing; costs for any necessary public improvements; and legal fees.

3.8 Approval of Evidence of Financial Capability. Within the time set forth in the Schedule of Performance, Participant shall submit to Agency evidence reasonably satisfactory to Agency that Participant has the financial capability necessary for the development of the Project pursuant to this Agreement. Such evidence of financial capability shall include the following:

3.8.1 a copy of the commitment or commitments obtained by Participant for each source of funds to assist in financing the Project. All copies of commitments submitted by Participant to Agency shall be certified by Participant to be true and correct copies thereof. Each commitment for financing shall be in such form and content acceptable to Agency as reasonably evidences a firm and enforceable commitment, with only those conditions which are standard or typical for the lender involved for similar projects; and

3.8.2 a copy of the maximum price construction contract between Participant and its general contractor for all of the improvements required to be constructed by Participant hereunder, certified by Participant to be a true and correct copy thereof; provided, however, that Agency may accept another equally acceptable alternative form of security in its sole and absolute discretion, rather than requiring the construction contract.

Agency shall complete its review of and shall approve or disapprove Participant's evidence of financial capability within the time set forth in the Schedule of Performance. If Agency shall disapprove such evidence of financing, it shall do so by written notice to Participant stating the reasons for such disapproval. In such event, Participant shall promptly resubmit its evidence of financial capability not less than ten (10) days after receipt of Agency's disapproval.

4. USE OF THE SITE.

Participant and its successors and assigns shall use, operate, and maintain the Site as a rental housing project for extremely low-income households in accordance with the provisions of this Agreement and the Regulatory Agreement. Participant shall not impose or permit to be imposed any restrictions or regulations on the Project or take any other action that would cause the Project to be subject to voter authorization under Article 34 of the California Constitution.

5. DEFAULTS, REMEDIES, AND TERMINATION.

5.1 Defaults-General. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement; provided, however, such party shall not be deemed to be in default if (a) it cures, corrects, or remedies such default within thirty (30) days after receipt of a notice from the other party specifying such failure or delay, or (b) for defaults that cannot reasonably be cured, corrected, or remedied within such time period, if such party commences to cure, correct, or remedy such failure or delay within such time period after receipt of a notice from the other party specifying such failure or delay, and diligently prosecutes such cure, correction or remedy to completion. The injured party shall give written notice of default to the party in default, specifying the default complained of by the injured party. Except as required to protect against further damages, the injured party may not institute proceedings against the party in default until the time for cure, correction, or remedy of a default has expired. Except as otherwise expressly provided in this Agreement, any failure or delay by a party in giving a notice of default or in asserting any of its rights and remedies as to any default shall not constitute a waiver of any default, nor shall it change the time of default, nor shall it deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

5.2 Institution of Legal Actions. In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purposes of this Agreement. Such legal actions must be instituted and maintained in the Superior Court of the County of Los Angeles, State of California, or in any other appropriate court in that county.

5.3 Applicable Law. The internal laws of the State of California shall govern the interpretation and enforcement of this Agreement.

5.4 Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

5.5 Attorney's Fees. If either party to this Agreement is required to initiate or defend litigation in any way connected with this Agreement, the prevailing party in such litigation, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees from the losing party. If any party to this Agreement is required to initiate or defend litigation with a third party because of the violation of any term or provision of this Agreement by the other party, then the party so litigating shall be entitled to reasonable attorneys' fees from the other party to this Agreement. Attorneys' fees shall include attorney's fees on any appeal, and in addition a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, retaining expert witnesses, taking depositions and discovery, and all other necessary costs incurred with respect to such litigation.

5.6 Indemnification. Participant agrees to indemnify, defend, and hold harmless Agency, and its officers, officials, employees, representatives and agents (collectively, the "Indemnatee") from and against any and all claims, causes of action, liabilities, and damages arising out of any acts or omissions of Participant or Participant's officers, employees, contractors, and agents, in the performance under this Agreement and the agreements attached hereto and/or with respect to the Site including the construction of the Project thereon, except to the extent caused by the active negligence or willful misconduct of the Indemnatee. The Indemnatee shall promptly notify Participant of the filing of any such action and cooperate with Participant in the defense thereof (at no cost to Indemnatee).

## 6. GENERAL PROVISIONS.

6.1 Notices, Demands, and Communications Between the Parties. Formal notices, demands, and communications between Agency and Participant shall be given either by (a) personal service, (b) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, or (c) mailing in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to:

To Agency:	Successor Agency for the Paramount Redevelopment Agency 16400 Colorado Avenue Paramount, CA 90723 Attn: Executive Director [Insert Participant Name]
To Participant:	[Insert Participant Address]  Attn: [Participant Contact]

Notices personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices mailed shall be deemed effective on the second business day following deposit in the United States mail. Such written notices, demands, and communications shall be sent in the same manner to such other addresses as any party may designate in writing.

6.2 Nonliability of Agency Officials and Employees. No member, official, employee, or contractor of Agency shall be personally liable to Participant in the event of any default or breach by Agency or for any amount which may become due to Participant or on any obligations under the terms of this Agreement.

6.3 Enforced Delay; Extension of Times of Performance. In addition to specific

provisions of this Agreement, and except as expressly set forth in this Section 6.3, performance by either party hereunder shall not be deemed to be in default and such party shall be entitled to an extension of time to perform its obligations hereunder where delays in performance are due to causes beyond the control and without the fault of such party, including as applicable: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; supernatural causes; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplies; acts of the other party; acts or the failure to act of Agency or any other public or governmental agency or entity (except that any act or failure to act of or by Agency shall not excuse performance by Agency). Notwithstanding the foregoing, Participant's inability to secure satisfactory financing, interest rates, and market and economic conditions shall not entitle Participant to an extension of time to perform. An extension of time for any cause permitted under this Section 6.3 shall be limited to the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of knowledge of the commencement of the cause, or if no written notice is sent within thirty (30) days, from the date written notice is sent to the other party.

Times of performance under this Agreement may be extended by mutual written agreement of Agency and Participant. The Contract Officer shall have the authority on behalf of Agency in its sole and absolute discretion to approve extensions of time not to exceed a cumulative total of one hundred eighty (180) days.

6.4 Inspection of Books and Records. Agency shall have the right at all reasonable times to inspect the books and records of Participant pertaining to the Site and the Project as pertinent to the purposes of this Agreement.

6.5 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against any party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The Section headings are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Agreement.

6.6 Entire Agreement, Waivers and Amendments. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of Agency and Participant.

6.7 Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. In the event that all or any portion of this Agreement is found to be unenforceable, this Agreement or that portion which is found to be unenforceable shall be deemed to be a statement of intention by the parties; and the parties further agree that in such event, and to the maximum extent permitted

by law, they shall take all steps necessary to comply with such procedures or requirements as may be necessary in order to make valid this Agreement or that portion which is found to be unenforceable.

6.8 Prohibition Against Assignment and Transfer. The qualifications and identity of Participant are of particular concern to Agency. It is because of those qualifications and identity that Agency has provided financial assistance to Participant and entered into this Agreement with Participant. Accordingly, Participant shall not, whether voluntarily, involuntarily, or by operation of law, undergo any significant change in ownership or assign all or any part of this Agreement or any rights hereunder or in the Site or in the Project without the Agency's prior written approval. In considering whether it will grant approval to any assignment by Participant of its interest in the Site and this Agreement or any portion thereof, Agency shall consider factors such as the financial strength and capability of the proposed transferee to perform Participant's obligations hereunder and the proposed assignee's experience and expertise in the planning, financing, and operation of similar projects. No assignment or transfer of Participant's interest in this Agreement or the Site, shall be effective unless and until the proposed assignee and Participant execute and deliver to Agency an assignment and assumption agreement in form satisfactory to the Contract Officer and Agency's legal counsel.

6.9 Third Party Beneficiaries. Notwithstanding any other provision of this Agreement to the contrary nothing herein is intended to create any third party beneficiaries to this Agreement, and no person or entity other than Agency and Participant, and the permitted successors and assigns of each of them, shall be authorized to enforce the provisions of this Agreement.

6.10 Representations and Warranties. Participant and each person executing this Agreement on behalf of Participant represents and warrants that: (a) Participant is a California corporation in good standing and authorized to do business in the State of California and the County of Los Angeles; (b) Participant has all requisite power and authority to carry out its business as now and whenever conducted and to enter into and perform its obligations under this Agreement and the agreements attached to this Agreement; (c) by proper action of Participant, Participant's signatories have been duly authorized to execute and deliver this Agreement; (d) the execution of this Agreement by Participant does not violate any provision of any other agreement to which Participant is a party; and (e) except as may be specifically set forth in this Agreement, no approvals or consents not heretofore obtained by Participant are necessary in connection with the execution of this Agreement by Participant or with the performance by Participant of its obligations hereunder.

6.11 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

6.12 Attachments. This Agreement contains three (3) Attachments, attached hereto and made a part hereof by this reference. Said Attachments are identified as follows:

Attachment Number	Attachment Description

- 
- 1 Legal Description of Site
  - 2 Schedule of Performance
  - 3 Affordable Housing Grant Agreement and Declaration of Covenants and Restrictions

[signatures on next page]



IN WITNESS WHEREOF, Agency and Participant have entered into this Agreement as of the Effective Date.

“AGENCY”

SUCCESSOR AGENCY FOR THE  
PARAMOUNT REDEVELOPMENT  
AGENCY

By: \_\_\_\_\_  
Executive Director

ATTEST:

By: \_\_\_\_\_  
Executive Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Agency Attorney

“PARTICIPANT”

\_\_\_\_\_, a  
\_\_\_\_\_

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

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

**ATTACHMENT NO. 1**

**LEGAL DESCRIPTION OF SITE**

That certain property located in the City of Paramount, County of Los Angeles, State of California, described as follows:

[Insert Legal Description of Site]

APN: [Insert APN]

**ATTACHMENT NO. 2**

**SCHEDULE OF PERFORMANCE**

<b>ITEM OF PERFORMANCE</b>		<b>TIME FOR PERFORMANCE</b>
1.	Participant performs acquisition associated due diligence and enters into escrow for Project Site.	Completed
2.	Agency approves or disapproves Project acquisition and operating proforma.	Completed
3.	Participant submits evidence of financial capacity.	Within 5 days prior to anticipated Funding Conditions Satisfaction Date.
4.	Agency approves (or disapproves) Participant's evidence of financial capability.	Within 3 days after submittal.
5.	Participant submits evidence of insurance	Within 5 days prior to anticipated Funding Conditions Satisfaction Date.
6.	Participant executes and delivers to Agency the Regulatory Agreement.	Within 5 days prior to anticipated Funding Conditions Satisfaction Date.
7.	Funding Conditions are satisfied.	No later than 5 days after the Effective Date.
9.	Agency executes the Regulatory Agreement and records the Regulatory Agreement.	After the Funding Conditions Satisfaction Date.
11.	Participant commences development of the Project.	Within 30 days after the Funding Conditions Satisfaction Date.
12.	Agency disburses Agency Grant proceeds to Participant for eligible expenditures.	As reimbursement for eligible costs as they are incurred and after the Funding Conditions Satisfaction Date.
13.	Participant completes development and obtains Agency approval of final inspection.	Within 6 months after commencement of construction.
14.	Participant completes lease-up of two (2) income-restricted independent living units.	Within 3 months after the completion of the Agency approved development.

It is understood that the foregoing Schedule is subject to all of the terms and conditions of the text of the Agreement. The summary of the items of performance in this Schedule is not intended to supersede or modify the more complete description in the text; in the event of any conflict or inconsistency between this Schedule and the text of the Agreement, the text shall

govern. Entries indicating completion of tasks are based on assertions made by Participant, and do not indicate Agency approval of tasks performed. Times of performance under this Agreement may be extended by mutual written agreement of Agency and Participant. The Contract Officer shall have the authority on behalf of Agency to approve extensions of time not to exceed a cumulative total of ninety (90) days.

**ATTACHMENT NO. 3**

**AFFORDABLE HOUSING GRANT**  
**AGREEMENT AND DECLARATION OF**  
**COVENANTS AND RESTRICTIONS**

[Attached]

**RECORDING REQUESTED BY**

Successor Agency for the Paramount  
Redevelopment Agency

**When Recorded Mail To:**

Successor Agency for the Paramount  
Redevelopment Agency  
16400 Colorado Avenue  
Paramount, CA 90723  
Attn: Executive Director

(Space Above For Recorder's Use)

This Affordable Housing Grant Agreement and Declaration of Covenants and Restrictions is recorded at the request and for the benefit of the Successor Agency for the Paramount Redevelopment Agency and is exempt from the payment of a recording fee pursuant to Government Code Sections 6103 and 27383.

**AFFORDABLE HOUSING GRANT AGREEMENT AND  
DECLARATION OF COVENANTS AND RESTRICTIONS**

**THIS AFFORDABLE HOUSING GRANT AGREEMENT AND DECLARATION OF COVENANTS AND RESTRICTIONS** (the "Agreement") is made as of [ **Date** ], 2021, by and between [ **Owner, Vesting** ] ("Participant") and the SUCCESSOR AGENCY FOR THE PARAMOUNT REDEVELOPMENT AGENCY, (the "Agency").

**RECITALS**

A. Participant desires to develop a twenty (20) unit assisted living facility containing two (2) independent living units to be rented affordably on residential property located at [ **Address** ], **Paramount, California**, [ **Zip** ] and as such real property is more particularly described in Exhibit "A" attached hereto and incorporated herein (the "Property").

B. Participant is the owner of the Property and has agreed to accept Agency grant funds for the improvements in exchange for providing affordable housing.

C. Under the terms of the Agreement, the Agency will financially assist in the development of the Property with funds from the Agency's Low and Moderate Income Housing Asset Fund. The purpose of such assistance is to increase, improve and preserve low- and moderate-income housing available at affordable housing cost within the territorial jurisdiction of Agency in accordance with Community Redevelopment Law, Health and Safety Code Section 33000, *et seq.*

D. Agency and Participant desire to place restrictions upon the use and operation of the Property to ensure that two (2) units within the Property are made continuously available as affordable rental housing for a period of fifty-five (55) years. Said units shall be rented to persons or households of Extremely-low income at an Affordable Housing Cost.

E. The parties further intend that the Participant, in exchange for the Agency making a grant to the Participant, shall hold, sell, and convey Participant's interest in the Property subject to the covenants, conditions, restrictions and reservations set forth in this Agreement and that the Agency shall have the right and power to enforce the covenants, conditions, restrictions, and reservations as provided herein.

**NOW, THEREFORE**, for good and valuable consideration, the Participant and Agency declare, covenant and agree, by and for themselves, their heirs, executors, administrators and assigns, and all persons claiming under or through them, that Participant's interest in the Property shall be held, transferred, encumbered, used, sold, conveyed, leased and occupied, subject to the covenants and restrictions hereinafter set forth, and are established expressly and exclusively for the use and benefit of the Property, and agree as follows:

## **1. Definitions**

**"Affordability Period"** means that period of time commencing upon the Date of this Agreement and terminating on the fifty-fifth (55<sup>th</sup>) anniversary of such date.

**"Affordable Housing Cost"** means the rental rate shall not result in a Monthly Housing Cost which exceeds the product of thirty percent (30%) times thirty percent (30%) of the Los Angeles County median income adjusted for a household size appropriate for the Property.

**"Agency"** means the Successor Agency for the Paramount Redevelopment Agency, and the Agency's successors and assigns.

**"Agency Grant"** means the grant from the Agency to the Owner in the original principal amount of Three Hundred Thousand Dollars (\$300,000), as provided in Section 2 hereof.

**"Agreement"** means this Affordable Housing Grant Agreement and Declaration of Covenants and Restrictions.

**"City"** means the City of Paramount, California.

**"County"** means the County of Los Angeles, California.

**"Date of this Agreement"** means the date in the first paragraph of this Agreement.

**"Default"** means the failure of a party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and opportunity to cure.

**"Household size appropriate for the Property"** means two persons for a one bedroom unit, three persons for a two bedroom unit, four persons for a three bedroom unit, five persons for a four bedroom unit.

**"Legal Description"** means the legal description of the Property which is attached hereto as Exhibit "A" and incorporated herein.

**"Extremely Low Income Household"** means households earning not greater than the maximum annual income for extremely-low income households in Los Angeles County, adjusted for household size, as set forth by regulation of the California Department of Housing and Community Development.

**"Monthly Housing Cost"** means, for an Extremely Low Income Household renting the Property, all of the following associated with the Property, estimated or known as of the date of the proposed rental of the Property and for the duration of the residency of the tenants of an affordable unit: (i) the monthly rental rate;

and (ii) a reasonable utility allowance. Monthly housing cost of a renter shall be an average of estimated costs for the next twelve (12) month period. The rent payable during such period shall not exceed an affordable rent for a household of a size appropriate to the Property, based upon Los Angeles County median income, applicable to the income group of the tenant, as established pursuant to Health and Safety Code Section 50053.

**“Participant”** means the person or persons set forth in the first paragraph of this Restriction, and their successors and assigns.

**“Property”** means that certain real property located at the street address set forth in Recital A and legally described in the Legal Description.

**“Restriction”** means this Affordable Housing Grant Agreement and Declaration of Covenants and Restrictions.

**“Transfer”** shall mean any sale, assignment, conveyance, lease or transfer, voluntary or involuntary, of any interest in the Property.

**“Transferee”** shall mean any natural person or entity who obtains ownership or possessory rights in the Property pursuant to a Transfer.

**2. Agency Grant.** The Agency will provide an Agency Grant in the amount of \$300,000 for the development of the Property.

**3. Use of Property.** During the term of this Agreement, the Property shall be continuously operated as an 20 unit assisted living facility containing two (2) apartment rental units for independent living that accommodate three (3) people each and shall be continuously occupied or made available for occupancy by households earning less than thirty percent (30%) of the Median Income, adjusted for household size as set forth by regulation of the California Department of Housing and Community Development, as further provided for in Section 5 of this Agreement. Tenants that meet the foregoing requirements are hereinafter referred to as “Eligible Tenants”.

**4. Residential Use.** The two (2) independent living dwelling units in the Property shall be used for residential purposes only, except as may otherwise be allowed by applicable law.

**5. Designated Affordable Units.** The following represents the “Designated Affordable Units” within the Property subject to the provisions of this Agreement and the respective bedroom count, maximum occupancy, and maximum designated income levels for each respective unit which must be maintained for the duration of the Affordability Period:

[Address], Paramount, California, [ Zip ]			
Units Subject to this Affordable Housing Grant Agreement			
Unit Number	Bedroom Count	Maximum Occupancy (Household Size)	Maximum Designated Household Income Level



1	1	3	Extremely Low
2	1	3	Extremely Low

Except as expressly provided herein, throughout the term of this Agreement, the Designated Affordable Units shall be continuously occupied, or held vacant and available for occupancy by Eligible Tenants.

**6. Rental Rates.** Participant hereby agrees that the monthly rent to be paid by the Eligible Tenants shall not exceed the Affordable Monthly Housing Cost for each Designated Affordable Unit. The monthly rent shall be calculated to reflect consideration of utility allowances and conform to the following Affordable Monthly Housing Cost standards:

(a) if the household is an Extremely Low Income Household, the rental rate shall not result in a Monthly Housing Cost which exceeds the product of thirty percent (30%) times thirty percent (30%) of the Los Angeles County median income adjusted for a household size appropriate for the Property.

**7. Occupancy by Eligible Tenant.** Designated Affordable Units occupied by tenants who qualified as Eligible Tenants at the commencement of the occupancy shall be treated as occupied by an Eligible Tenant at such income level until a re-certification of such Eligible Tenant's income in accordance with Section 9 below demonstrates that such tenant no longer qualifies as an Eligible Tenant at that income level. A unit previously occupied by an Eligible Tenant and then vacated shall be considered occupied by an Eligible Tenant until the unit is reoccupied, provided Participant uses its commercially reasonable efforts to re-lease the vacant unit to an Eligible Tenant. For purposes of this Agreement, "reasonable efforts to re-lease" a unit shall mean Participant's performance at its cost, and provision to Agency of evidence of Participant's performance, of all of the following with respect to such unit: (i) notification to the Agency of the available unit; (ii) advertisement of the available unit in a newspaper of general circulation in the City; (iii) contacting and notifying the Los Angeles County Housing Authority in writing of the available unit. Participant agrees to pay for any and all relocation costs that are required to be paid under any applicable federal, state or local laws, rules and regulations arising as a result of Participant's termination of a tenancy pursuant to this Section and shall indemnify, defend, and hold harmless Agency, the City, and its respective officers, officials, members, employees, agents and representatives, from any and all claims, demands and liabilities for relocation benefits that arise therefrom.

**8. Income Computation and Certification.** Immediately prior to an Eligible Tenant's occupancy of a Designated Affordable Unit, Participant shall obtain an Income Computation and Certification Form in the form attached hereto and incorporated herein as Exhibit "B" from each such Eligible Tenant dated immediately prior to the date of initial occupancy on the Site by such Eligible Tenant. In conjunction with the Income Computation and Certification Form, Participant shall supply copies of rental/lease agreements and corresponding household size and income verification information which are satisfactory to the Agency for the occupants of all Designated Affordable Units. In addition, Participant shall provide such further information as may be reasonably required by the Agency for purposes of verifying a tenant's status as an Eligible Tenant. Participant shall use good faith efforts to verify that the income provided by an applicant is accurate by taking the following steps as a part of the verification process: (i) obtain three (3) consecutive pay stubs for the most recent pay periods; (ii) obtain a written verification of income and employment from the applicant's current employer; (iii) obtain an income verification form from the Social Security Administration, California Department of Social Services, and/or California Employment Development Department if the applicant receives assistance from any of said agencies; (iv) if an applicant is unemployed or did not file a tax return for the previous calendar year, obtain other evidence and/or verification of such applicant's total income received

during the calendar year from any source, taxable or nontaxable, or such other information as is satisfactory to the Agency. Participant shall maintain in its records each Income Computation and Certification Form obtained pursuant to this section for a minimum of five (5) years. Each tenant lease shall contain a provision to the effect that Participant has relied on the income certification and supporting information supplied by the tenant in determining qualification for occupancy of the unit, and that any material misstatement in such certification (whether or not intentional) will be cause for immediate termination of such lease. Each lease will also contain a provision that failure to cooperate with the annual recertification process reasonably instituted by the Participant hereunder may, at the option of the Participant, disqualify the Eligible Tenant as such and may provide grounds for termination of the lease.

**9. Recertification.** Within sixty (60) days prior to the first anniversary date of the occupancy of a Designated Affordable Unit by an Eligible Tenant, and on each anniversary date thereafter, Participant shall recertify the income of such Eligible Tenant by using reasonable efforts to obtain a completed Income Computation and Certification based upon the current income of each occupant of each Designated Affordable Unit. In the event the recertification demonstrates that such household's income exceeds the income at which such household would qualify as an Eligible Tenant, such household will no longer qualify as an Eligible Tenant and Participant shall notify the Agency and rent the next available unit of comparable size to one or more Eligible Tenants.

**10. Preference to Eligible Tenants.** All Designated Affordable Units will be available for rental in accordance with the terms of this Agreement, and the Participant shall not give preference to any particular class or group in renting the Designated Affordable Units in the Property, except to the extent that the units are required to be leased or rented to Eligible Tenants and except as provided in Section 11 below.

**11. Rental Priority.** During the term of this Agreement, Participant shall use its reasonable commercial efforts to lease Designated Affordable Units to credit-worthy Eligible Tenants in the following order of priority: (i) displaced persons entitled to a preference pursuant to California Health and Safety Code Section 33411.3 or successor statute; and (ii) other persons meeting the eligibility requirements of this Agreement. Participant shall, and Agency may, maintain a list (the "Housing List") of persons who have notified Participant and/or Agency of their desire to rent a unit on the Site and who have incomes which would qualify them as an Eligible Tenant, and Participant shall offer to rent units on the above-referenced priority basis. Should multiple tenants be equally eligible (as to income, credit history, and other nondiscriminatory criteria) and qualified to rent a unit, Participant shall rent available units to Eligible Tenants on a first-come, first-served basis.

**12. Sale or Transfer of Property.** The Participant covenants that Participant shall not transfer Participant's interest in the Property or any portion thereof, except as provided in this Agreement.

**13. Agency Approval of Transfer Required.** Participant shall not transfer Participant's interest in the Property or any of Participant's rights hereunder, or any interest in the Property or in the improvements thereon, directly or indirectly, voluntarily or by operation of law, without the prior written approval of Agency, and if so purported to be transferred, the same shall be null and void. In considering whether it will grant approval of any transfer by Participant, Agency shall consider factors such as (i) whether the completion of the rehabilitation of the Property is jeopardized; (ii) the financial credit, strength, and capability of the proposed transferee to perform Participant's obligations hereunder; and (iii) the proposed transferee's experience and expertise in the planning, financing, ownership, and operation of similar properties.

Except as provided herein, in the absence of specific written agreement by Agency, no transfer by Participant of all or any portion of its interest in the Property shall be deemed to relieve it or any successor party from any

obligations under this Agreement. In addition, no attempted transfer of any of Participant's obligations hereunder shall be effective unless and until the successor party executes and delivers to Agency an assumption agreement in a form approved by the Agency assuming such obligations.

**14. Hypothecation.** Notwithstanding the foregoing limitation on transfers, the Agency hereby acknowledges that Participant shall be permitted to hypothecate its interest in the Property without Agency's prior written consent and any transfer or conveyance made pursuant to any such hypothecation is hereby expressly approved by the Agency and Agency hereby agrees that, in connection with any such hypothecation, Agency shall execute and deliver a subordination agreement, on a form acceptable to Agency, in its reasonable discretion, and any and all applicable lenders, subordinating the provisions of this Agreement to any and all such future financing.

**15. Events of Default.** Failure or delay by either party to perform any term or provision of this Agreement which is not cured within thirty (30) days after receipt of notice from the other party constitutes a default under this Agreement; provided, however, if such default is of the nature requiring more than thirty (30) days to cure, the defaulting party shall avoid default hereunder by commencing to cure within such thirty (30) day period, and thereafter diligently pursuing such cure to completion. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with diligence. The injured party shall give written notice of default to the party in default, specifying the default complained of by the injured party. Except as required to protect against further damages, the injured party may not institute proceedings against the party in default until thirty (30) days after giving such notice. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

If Participant has failed to commence to cure such default within said thirty (30) days and diligently prosecute said cure to completion, then Agency shall declare an "Event of Default" to have occurred hereunder, and, at its option, may by mandamus or other suit, action or proceeding at law or in equity, require the Participant to perform its obligations and covenants hereunder or enjoin any acts or things which may be unlawful or in violation of this Agreement.

**16. Rights are Cumulative.** Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by another party.

**17. Compliance With Laws.** Participant shall comply with (i) all ordinances, regulations and standards of the Agency, City, any regional governmental entity, State of California, and federal government applicable to the Property; (ii) all rules and regulations of any assessment district of the City with jurisdiction over the Property; and (iii) all applicable labor standards of California law and federal law.

**18. Environmental Matters.** For the purposes of this Agreement, unless the context otherwise specifies or requires, the following terms shall have the meanings herein specified:

- a. The term "Hazardous Materials" shall mean any substance, material, or waste which is or becomes regulated by any local governmental authority, the County of Orange, the State of California, a regional governmental authority, or the United States Government, including, but not limited to, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law)), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety

Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (v) petroleum, (vi) friable asbestos, (vii) polychlorinated biphenyls, (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ix) designated as "hazardous substances" pursuant to Section 311 of the Clean Water Act (33 U.S.C. 1317), (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq. (42 U.S.C. 6903) or (xi) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601 et seq.

b. The term "Hazardous Materials Contamination" shall mean the contamination (whether presently existing or hereafter occurring) of the improvements, facilities, soil, groundwater, air or other elements on, in or of the Property by Hazardous Materials, or the contamination of the buildings, facilities, soil, groundwater, air or other elements on, in or of any other property as a result of Hazardous Materials at any time emanating from the Property.

c. The term "Governmental Requirements" shall mean all past, present and future laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the state, the county, the City, or any other political subdivision in which the Property is located, and any other state, county, city, political subdivision, agency, instrumentality or other entity exercising jurisdiction over the Property.

**19. Environmental Indemnity.** Participant shall save, protect, defend, indemnify and hold harmless the Agency and its respective officers, officials, members, employees, agents, and representatives from and against any and all liabilities, suits, actions, claims, demands, penalties, damages (including, without limitation, penalties, fines and monetary sanctions), losses, costs or expenses (including, without limitation, consultants' fees, investigation and laboratory fees, reasonable attorneys' fees and remedial and response costs) (the foregoing are hereinafter collectively referred to as "Liabilities") which may now or in the future be incurred or suffered by Agency or Agency or their respective officers, officials, members, employees, agents, or representatives by reason of, resulting from, in connection with, or existing in any manner whatsoever as a direct or indirect result of: (i) Participant's placement on or under the Property of any Hazardous Materials or Hazardous Materials Contamination on or after the date of this Agreement, (ii) the escape, seepage, leakage, spillage, discharge, emission or release from the Property of any Hazardous Materials or Hazardous Materials Contamination on or after the date of this Agreement, or (iii) any Liabilities incurred under any Governmental Requirements relating to the acts described in the foregoing clauses (i) and (ii); provided, however, that the same shall not apply to acts or omissions following Agency's conduct of a foreclosure sale or acceptance of a deed in lieu thereof.

**20. Duty to Prevent Hazardous Material Contamination.** Participant shall take commercially reasonable action to prevent the release of any Hazardous Materials into the environment. Such precautions shall include compliance with all Governmental Requirements with respect to Hazardous Materials. In addition, Participant shall install and utilize such equipment and implement and adhere to such procedures as are consistent with the standards generally applied by apartment complexes in Los Angeles County, California as respects the disclosure, storage, use, removal, and disposal of Hazardous Materials.

**21. Obligation of Participant to Remediate Premises.** Notwithstanding the obligation of Participant to indemnify Agency, and its respective officers, officials, members, employees, agents, and representatives, Participant shall, at its sole cost and expense, promptly take: (i) all actions required by any federal, state, regional, or local governmental agency or political subdivision or any Governmental Requirements and (ii) all actions necessary to make full economic use of the Property for the purposes contemplated by this Agreement, which requirements or necessity arise from the presence upon, about or beneath the Property, of any Hazardous Materials or Hazardous Materials Contamination for which Participant is responsible. Such actions shall include, but not be limited to, the investigation of the environmental condition of the Property, the preparation of any feasibility studies or reports and the performance of any cleanup, remedial, removal or restoration work.

**22. Environmental Inquiries.** Participant, when it has received any notices of violation, notices to comply, citations, inquiries, clean-up or abatement orders, or cease and desist orders related to Hazardous Materials or Hazardous Materials Contamination, or when Participant is required to report to any governmental agency any violation or potential violation of any Governmental Requirement pertaining to Hazardous Materials or Hazardous Materials Contamination, shall concurrently notify Agency, and provide to Agency a copy or copies, of the environmental permits, disclosures, applications, entitlements or inquiries relating to the Property, the notices of violation, notices to comply, citations, inquiries, clean-up or abatement orders, cease and desist orders, reports filed pursuant to self-reporting requirements, and reports filed or applications made pursuant to any Governmental Requirement relating to Hazardous Materials and underground tanks, and Participant shall report to the Executive Director, as soon as possible after each incident, any unusual, potentially important incidents.

In the event of a responsible release of any Hazardous Materials into the environment, Participant shall, as soon as possible after it becomes aware of the release, furnish to the Agency a copy of any and all reports relating thereto and copies of all correspondence with governmental agencies relating to the release. Upon request of the Agency, Participant shall furnish to the Agency a copy or copies of any and all other environmental entitlements or inquiries relating to or affecting the Property including, but not limited to, all permit applications, permits and reports including, without limitation, those reports and other matters which may be characterized as confidential.

**23. Maintenance of Property.** Participant shall maintain the improvements and landscaping on the Property in a manner consistent with community standards which will uphold the value of the Property, in accordance with the Paramount Municipal Code, and in accordance with the covenants, conditions and restrictions which are recorded with respect to the Property.

**24. Occupancy Standards.** The maximum occupancy of the Property shall not exceed the maximum occupancy allowed by the stricter of applicable state law or the Paramount Municipal Code.

**25. Indemnification.** Participant agrees for itself and its successors and assigns to indemnify, defend, and hold harmless Agency and its respective officers, officials, members, employees, agents, representatives, and volunteers from and against any loss, liability, claim, or judgment relating in any manner to the Property or this Agreement excepting only any such loss, liability, claim, or judgment arising out of the intentional wrongdoing or gross negligence of the Agency or its respective officers, officials, members, employees, agents, or representatives. No officer, official, member, employee, agent, or representative of the Agency or City shall be personally liable to Participant, or any successor in interest, in the event of any default or breach by Agency or for any amount which may become due to Participant or successor or on any obligations under the terms of this Regulatory Agreement. The Participant shall remain fully obligated for the

payment of taxes, liens and assessments related to the Property. There shall be no reduction in taxes for Participant, nor any transfer of responsibility to Agency to make such payments, by virtue of the Agency Grant.

**26. Insurance.** Participant, for the term of this Agreement, shall procure and keep in full force and effect or cause to be procured and kept in full force and effect for the mutual benefit of Participant and Agency, and shall provide Agency evidence reasonably acceptable to Agency, insurance policies meeting the minimum requirements set forth below:

a. Commercial General Liability insurance with respect to the Property and the operations of or on behalf of Participant, in an amount not less than One Million Dollars (\$1,000,000) per occurrence combined single limit including products, completed operations, contractual, bodily injury, personal injury, death and property damage liability per occurrence. Unless otherwise approved in advance by the Agency, the insurance to be provided by Participant may provide for a deductible or self-insured retention of not more than Ten Thousand Dollars (\$10,000), with such maximum amount to increase at the same rate as the periodic increases in the minimum amount of total insurance coverage set forth above.

b. With respect to the improvements and any fixtures and furnishings to be owned by Participant on the Property, insurance against fire, extended coverage, vandalism, and malicious mischief, and such other additional perils, hazards, and risks as now are or may be included in the standard "all risk" form in general use in Los Angeles County, California, with the standard form fire insurance coverage in an amount equal to full actual replacement cost thereof, as the same may change from time to time. The above insurance policy or policies shall include coverage for earthquakes to the extent generally and commercially available at commercially reasonable rates, if such insurance is generally obtained for rental apartment projects of this size and type in Los Angeles County, California. Agency shall be a loss payee under such policy or policies and such insurance shall contain a replacement cost endorsement.

All policies of insurance required to be carried by Participant shall meet the following requirements and contain the following endorsements, provisions, or clauses (as applicable):

a. The policies shall be written by responsible and solvent insurance companies licensed in the State of California and having policyholders' rating of A or better, in the most recent addition of "Best's Key Rating Guide -- Property and Casualty." A copy of each paid-up policy evidencing such insurance (appropriately authenticated by the insurer) or a certificate of the insurer, certifying that such policy has been issued, providing the coverage required herein, and containing the provisions specified herein, shall be delivered to Agency on or prior to the date of this Agreement, and thereafter, upon renewals, not less than thirty (30) days prior to the expiration of coverage. Agency may, at any time, and from time to time, inspect and/or copy any and all insurance policies required to be procured by Participant hereunder. In no event shall the limits of any policy be considered as limiting the liability of Participant hereunder.

b. Participant shall transmit a copy of the certificate of insurance and loss payee endorsement to Agency within thirty (30) days of the effective date of this Agreement, and Participant shall annually transmit to Agency a copy of the certificate of insurance and a loss payee endorsement, signed by an authorized agent of the insurance carrier setting forth the general provisions of coverage. Any certificate of insurance must be in a form, content and with companies approved by Agency. The copy of the certificate of insurance and loss payee endorsement shall be transmitted to Agency at the address set forth in Section 37 hereof.

c. The insurer shall not cancel, terminate or materially alter the coverage provided by such policy in a manner adverse to the interest of the insured without first giving Agency a minimum of thirty (30) days prior written notice by certified mail, return receipt requested.

d. A waiver by the insurer of any right to subrogation against Agency, and its respective officers, officials, members, employees, agents, and representatives, which arises or might arise by reason of any payment under such policy or policies or by reason of any act or omission of Agency or its respective officers, officials, members, employees, agents, or representatives.

e. The Agency and its respective officers, officials, members, employees, agents, and representatives shall be named as additional insureds on the Commercial General Liability policies.

f. Coverage provided by these policies shall be primary and non-contributory to any insurance carried by the Agency or its respective officers, officials, members, employees, agents, or representatives.

g. Failure to comply with reporting provisions shall not affect coverage provided to Agency and its officers, officials, members, employees, agents, or representatives.

**27. Non-Waiver.** Failure to exercise any right Agency may have or be entitled to, in the event of default hereunder, shall not constitute a waiver of such right or any other right in the event of a subsequent default.

**28. Agreement Recordation.** Participant agrees and acknowledges that this Agreement shall be recorded with the County Recorder of the County of Los Angeles and shall appear of record with respect to the Property.

**29. Covenants to Run With the Land.** Participant hereby subjects its interest in the Property to the covenants, reservations and restrictions set forth in this Agreement. The Agency and the Participant hereby declare their express intent that all such covenants, reservations and restrictions shall be deemed covenants running with the land and shall pass to and be binding upon the Participant's successors in title to the Property; provided, however, that on the termination of this Agreement said covenants, reservations and restrictions shall expire, with the exception of the non-discrimination covenants contained in Section 39 herein which shall run in perpetuity. All covenants without regard to technical classification or designation shall be binding for the benefit of the Agency, and such covenants shall run in favor of the Agency for the entire term of this Agreement, without regard to whether the Agency is or remains an owner of any land or interest therein to which such covenants relate. Each and every contract, deed of trust or other instrument hereafter executed covering or conveying the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed of trust or other instrument.

Agreement Between Participant and Agency. The Participant, in exchange for the Agency granting monies to Participant, hereby agrees to hold, sell and convey the Property subject to the terms of this Agreement. Participant also grants to the Agency the right and power to enforce the terms of this Agreement against the Participant and all persons having any right, title or interest in the Property or any part thereof, their heirs, successive owners and assigns.

**30. Agreement Term.** This Agreement shall automatically terminate without any further action of the parties fifty-five (55) years from the Date of this Agreement.

**31. Further Assurances.** The Participant shall execute any further documents consistent with the terms of this Agreement, including documents in recordable form, as Agency shall from time to time find necessary or appropriate to effectuate its purposes in entering into this Agreement and making the Agency Grant.

**32. Governing Law.** The Participant hereby agrees to comply with all ordinances, rules and regulations of Agency and the City. Nothing in this Agreement is intended to be, nor shall it be deemed to be, a waiver of any City ordinance, rule or regulation. This Agreement shall be governed by the laws of the State of California. Any legal action brought under this Agreement must be instituted in the Superior Court of the County of Los Angeles, State of California, in an appropriate municipal court in that county or in the Federal District Court in the District of California in which Los Angeles County is located.

**33. Amendment of Agreement.** No modification, rescission, waiver, release or amendment of any provision of this Agreement shall be made except by a written agreement executed by the Participant and Agency and duly recorded in the Office of the Los Angeles County Recorder.

**34. Agency May Assign.** Agency may, at its option, assign its right to enforce this Agreement to another entity (including the City of Paramount) without obtaining the consent of the Participant or the holder of any Lien.

**35. Participant Assignment Prohibited Without Agency Approval.** In no event shall Participant assign or transfer any portion of this Agreement without the prior express written consent of Agency, which consent shall be given by Agency only in the event that Agency determines that the assignee or transferee will expressly assume this Agreement by execution of a written assignment document to be provided by Agency.

**36. Relationship of Participant and Agency.** The relationship of Participant and Agency pursuant to this Agreement shall not be or be construed to be a joint venture, equity venture, partnership, or other relationship.

**37. Notices.** Any notices, requests or approvals given under this Agreement from one party to another may be personally delivered or deposited with the United States Postal Service for mailing, postage prepaid, registered or certified mail, return receipt requested to the following address:

To Participant: [Name]  
[Address]  
[City], CA [Zip]

To Agency: Successor Agency for the  
Paramount Redevelopment Agency  
16400 Colorado Avenue  
Paramount, California  
Attention: Executive Director

Either party may change its address for notice by giving written notice thereof to the other party. The notice shall be deemed given three (3) business days after the date of mailing, or, if personally delivered, when received.

**38. Attorneys' Fees and Costs.** In the event that any action is instituted to enforce performance under this Agreement, the parties agree the non-prevailing party shall be responsible for and shall pay all costs and all attorneys' fees incurred by such prevailing party in enforcing this Agreement. Attorney's fees shall



include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, including the conducting of discovery.

**39. Nondiscrimination.** Participant covenants by and for itself, its successors and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Participant itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Property.

Participant, its successors and assigns, shall refrain from restricting the rental, sale or lease of the Property on the basis of race, color, religion, sex, marital status, national origin or ancestry of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

a. In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessee or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

b. In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"There shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, marital status, ancestry or national origin in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the premises herein leased."

c. In contracts: "There shall be no discrimination against or segregation of, any person or group of persons on account of race, color, religion, sex, marital status, ancestry or national origin, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessee or vendees of the premises."

**40. Severability/Waiver Integration/Entire Agreement.** This Agreement, together with all attachments hereto, constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental thereto, and supersedes all prior negotiations, discussions and previous agreements between Agency and the Participant concerning all or any

part of the subject matter of this Agreement. If any provision of this Regulatory Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby. A waiver by either party of the performance of any covenant or condition herein shall not invalidate this Agreement nor shall it be considered a waiver of any other covenants or conditions, nor shall the delay or forbearance by either party in exercising any remedy or right be considered a waiver of, or an estoppel against, the later exercise of such remedy or right.

IN WITNESS WHEREOF, the Agency and Participant have executed this Affordable Housing Grant Agreement and Declaration of Covenants and Restrictions by duly authorized representatives on the date first written above.

“AGENCY”

SUCCESSOR AGENCY FOR THE  
PARAMOUNT REDEVELOPMENT  
AGENCY

By: \_\_\_\_\_  
Executive Director

ATTEST:

By: \_\_\_\_\_  
Executive Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Agency Attorney

“PARTICIPANT”

\_\_\_\_\_, a  
\_\_\_\_\_

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

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

## **EXHIBIT “A”**

### **LEGAL DESCRIPTION**

That certain property located in the City of Paramount, County of Los Angeles, State of California, described as follows:

[Insert Legal Description of Site]

APN: [Insert APN]

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

State of California )  
County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

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.

State of California )

County of \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

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)