



**SPECIAL JOINT CITY COUNCIL/HOUSING AUTHORITY
SPECIAL JOINT MEETING AGENDA**

Tuesday, May 12, 2026 at 5:00 p.m.

AMENDED

**SOUTH GATE COUNCIL CHAMBERS
8650 CALIFORNIA AVE
SOUTH GATE, CA 90280**

**VIEW MEETING LIVE ONLINE AT:
[HTTPS://WWW.YOUTUBE.COM/@SOUTHGATECA90280](https://www.youtube.com/@SOUTHGATECA90280)**

Call to Order/Roll Call

CALL TO ORDER: Joshua Barron, Mayor/Chairperson
ROLL CALL: Yodit Glaze, City Clerk/Recording Secretary

Council Members/Agency Members

MAYOR/CHAIRPERSON
Joshua Barron

CITY CLERK/RECORDING SECRETARY
Yodit Glaze

VICE MAYOR/CHAIRPERSON
Al Rios

CITY ATTORNEY/AUTHORITY COUNSEL
Raul F. Salinas

COUNCIL MEMBERS/AGENCY MEMBERS
Gil Hurtado
Maria Davila
Maria Del Pilar Avalos

CITY/MANAGER/EXECUTIVE DIRECTOR
Robert Houston

**DIRECTOR OF COMMUNITY DEVELOPMENT/
SECRETARY**
Gabriel Perez

If you would like to participate in this meeting, you can participate via the following options:

1. VIEW THE MEETING LIVE ONLINE AT: [South Gate, CA - YouTube](#)

Please allow up to 24 hours after the meeting for the archive to be available.

2. PARTICIPATE BEFORE THE MEETING by emailing the City Clerk at:

yglaze@sogate.org no later than 4:00 p.m. on the day of the meeting. Please write "Public Comment" in the subject line.

3. ATTEND THE MEETING IN PERSON

***The disruption in service of any alternative method does not prelude the City Council or other legislative body from taking further action and moving forward on the agenda.**

Meeting Schedule

The regular meetings of the Authority Members are held on the second and fourth Tuesday of each month, closed session business will usually commence at 5:30 p.m., when scheduled, and general business session will commence at 6:30 p.m.

Brown Act

Agendas are drafted to accurately state what the legislative body is being asked to consider. The legislative body can take action on "all items" listed on the agenda and be in compliance with the open meeting laws. Under the Brown Act, no action may be taken on a matter unless it is listed on the agenda, or unless certain emergency or special circumstances exist. The governing body may direct staff to investigate and/or schedule certain matters for consideration at a future meeting.

City's Vision Statement

We envision a thriving, safe and inclusive community where everyone has the opportunity to access exceptional services, education and support to be resilient and live full, vibrant lives.

Public Communications

Public Comments on agenda items are limited to three (3) minutes. All comments are to be addressed directly to the Authority Members not to the members of the public.

Emails for public comment received prior to 4:00 pm on the day of the Council Meeting will be summarized by the City Clerk, not read in its entirety. A copy of the email will be provided to the City Council and will also be available at the City Clerk's Office for public review. A copy of each email will be recorded for public record and noted on the official minutes of tonight's meeting.

Open Session Agenda

1. MOU – Habitat LA DOA & AHA

It is recommended that the City Council and Housing Authority Board: (CD)

- a. Approve the Memorandum of Understanding (MOU) among the City of South Gate, the South Gate Housing Authority, and Habitat for Humanity of Greater Los Angeles or Partnership Housing, Inc. (Developer) to establish initial terms for negotiating a Disposition, Development and Loan Agreement (DDA) and an Affordable Housing and

Loan Agreement (AHA); and

b. Authorize the Chairperson of the South Gate Housing Authority and Mayor or authorized designee to execute the MOU in a form approved by the City Attorney.

Documents:

[Item 1 Report 05122026 - Joint.pdf](#)

Comments From The Audience - Non-Agenda Items

Reports And Comments From City Officials

Adjournment

I, Yodit Glaze, City Clerk, certify that a true and correct copy of the foregoing Meeting Agenda was posted on May 7, 2026, at 6:00 p.m., as required by law.

Yodit Glaze

City Clerk

GENERAL NOTICE TO THE PUBLIC

The City Council adopted new rules relating to the conduct of the public meetings, proceedings, and business in the City of South Gate on July 12, 2022, (Resolution 2022-38-CC) and go into effect on August 1, 2022. Resolution #2022-38-CC is available at the City Clerk's Office.

MEETING SCHEDULE

Regular meetings of the Housing Authority are held on the second and fourth Tuesday of each month, closed session meetings will commence at 5:30 p.m. unless posted otherwise on its agenda. The regular City Council meetings will commence at 6:30 p.m. Agendas are available at the following locations: City Clerk's Office, Public Notice Boards at City Hall, and on the City's web page at <https://www.cityofsouthgate.org>

The Public can sign up to receive automatic notices of postings of agendas for the City Council or any other Commission or Board of the City of South Gate. Visit the City webpage and click on the Agenda & Minutes icon. That will take you the page where an individual can enter their email in the "Email Updates" box to register.

PUBLIC COMMENT/PARTICIPATION

Any person may request to address a legislative body during a public meeting. The Presiding Officer will call upon those present in the Council Chambers first. After all speakers in the Chambers have spoken, the Presiding Officer will call upon those participating via zoom or teleconference.

Speakers are limited to three (3) minutes on any item listed on the agenda, including public hearings. Under Comments from the Audience portion, speakers are also limited to a single three (3) minutes time limit. Comments from the Audience is initially limited to 45 minutes at each meeting. Any speaker still wishing to speak, that did not speak, will have an addition Comments from the Audience opportunity after the last business item is finished. The Presiding Officer may extend the time limit as long as there is no objection from the Housing Authority as a body.

To ensure that the public is able to participate, the City provides the opportunity to submit their comments in person, virtually, email, phone call, mail and any other method which may become available. Methods of participation may be subject to change during other such times when a State of Emergency, Health Order or State Executive Order limits in-person participation.

CURFEW

In absence of a motion duly adopted by majority vote of the Housing Authority, the Presiding Officer may adjourn the Housing Authority meetings at 10:30 p.m. The Presiding Officer may ask the Housing Authority if any agenda items listed should be continued or dealt with during the meeting. For those items to be continued, the Housing Authority can direct the item be placed on the next Housing Authority agenda or the current meeting may be adjourned to a time certain at which time the meeting shall be reconvened as an Adjourned Regular Meeting of the Housing Authority and action upon the published agenda continued.

STAFF REPORTS

As a general rule, staff reports, or other written documentation are prepared/organized with respect to each item of business listed on the agenda. Meeting agendas and staff reports are available at least 72-hours prior to the scheduled regular Housing Authority meeting and a minimum of 24-hours prior to a Housing Authority meeting. There are times when the housing Authority receives written material, revised material after the posting of agendas, these materials are become a public record and will be available for public view within 72-hours after the meeting in which they were received. Those materials and any other public document can be inspected in the City Clerk's Office located at 8650 California Avenue, South Gate.

SERVICES TO FACILITATE ACCESS TO PUBLIC MEETINGS

In compliance with the American with Disabilities Act, if you need special assistance to participate in the Housing Authority Meetings, please contact the Office of the City Clerk. Notification 48 hours prior to the Housing Authority Meeting will enable the City to make reasonable arrangements to assure accessibility. For further information, please contact the Office of the City Clerk at (323) 563-9510 or via email at yglaze@sogate.org.

MAY 07 2026

FILED

11:45 am

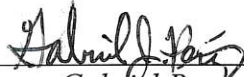
City of South Gate
SOUTH GATE HOUSING AUTHORITY
CITY COUNCIL

AGENDA BILL

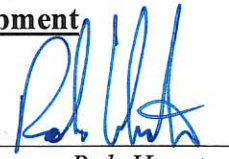
For the Regular Meeting of: May 12, 2026

Originating Department: Community Development

Department Director: _____


Gabriel Perez

City Manager: _____


Rob Houston

SUBJECT: APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH HABITAT FOR HUMANITY OF GREATER LOS ANGELES TO GUIDE NEGOTIATIONS TOWARD A DISPOSITION, DEVELOPMENT, LOAN AGREEMENT FOR AN AFFORDABLE OWNERSHIP PROJECT OF 9001-9019 LONG BEACH BOULEVARD

PURPOSE: To consider approval of a Memorandum of Understanding (MOU) with Habitat for Humanity of Greater Los Angeles for the disposition, development, and operation of the property located at 9001–9019 Long Beach Boulevard, including provisions for affordable homeownership and an associated loan agreement.

RECOMMENDED ACTIONS: It is recommended that the City Council and Housing Authority Board:

- a. Approve the Memorandum of Understanding (MOU) among the City of South Gate, the South Gate Housing Authority, and Habitat for Humanity of Greater Los Angeles or Partnership Housing, Inc. (Developer) to establish initial terms for negotiating a Disposition, Development and Loan Agreement (DDA) and an Affordable Housing and Loan Agreement (AHA); and
- b. Authorize the Chairperson of the South Gate Housing Authority and Mayor or authorized designee to execute the MOU in a form approved by the City Attorney.

FISCAL IMPACT: There is no direct fiscal impact associated with approval of the MOU. Any future DDA or AHA involving City or Housing Authority funds will be presented to the City Council and Housing Authority Board.

ANALYSIS: The proposed Memorandum of Understanding (MOU) provides a structured, nonbinding framework for the City and Housing Authority to negotiate with Habitat for Humanity of Greater Los Angeles or Partnership Housing, Inc. (Developer) regarding the potential development of an affordable housing project on Housing Authority-controlled property. Entering into an MOU at this stage is a standard practice that enables the Parties to formalize expectations, establish timelines, and clarify roles while preserving the discretion of the City Council and Housing Authority Board.

The MOU outlines the Parties' intent to negotiate two future agreements:

- a Disposition, Development and Loan Agreement (DDA), which would govern the conveyance of the property and the terms of development; and
- an Affordable Housing and Loan Agreement (AHA), which would define financing terms for any City or Housing Authority loan, with funding sources to be identified during negotiations.

The MOU does not obligate the City or Housing Authority to approve or enter into any future agreement. Instead, it provides a clear procedural path for due diligence, underwriting, project design refinement, entitlement considerations, and community outreach. This structure ensures both transparency and accountability as the Project concept is developed.

Importantly, the MOU includes provisions allowing any Party to terminate negotiations upon ten days' written notice, ensuring flexibility should project conditions, feasibility, or policy priorities change. It also includes standard waivers regarding remedies, confirming that the MOU is not enforceable as a development contract. This protects the City and Housing Authority from any premature legal or financial commitments.

The Project's potential to expand affordable homeownership opportunities in South Gate through proposed development of 14 affordable townhome units aligns with City housing goals, the Housing Element, and regional priorities for increasing supply and stability for low- and moderate-income households. Furthermore, the site is currently designated on the City's Housing Element Sites Inventory and is zoned Urban Neighborhood that permits residential development (40 du/acre). Habitat for Humanity and its CHDO affiliate, Partnership Housing, Inc., have extensive experience delivering affordable ownership housing throughout Los Angeles County, adding confidence in the Developer's capacity to deliver a high-quality project should negotiations proceed successfully.

Approval of the MOU enables the Parties to advance negotiations in an orderly, good-faith manner while maintaining full discretion over any final agreements that may later come before the City Council and Housing Authority Board.

BACKGROUND: The City and Housing Authority are working to facilitate the development of an affordable housing project ("Project"). Habitat for Humanity of Greater Los Angeles and its affiliated Community Housing Development Organization (CHDO), Partnership Housing, Inc., have expressed interest in serving as the developer. Should the Project utilize federal funds requiring a CHDO, Partnership Housing, Inc. would be the Developer entity. For all purposes of the MOU, both organizations may be referenced collectively as the "Developer."

The proposed MOU establishes key initial terms and sets the framework for future negotiations toward two binding agreements:

- A Disposition, Development and Loan Agreement (DDA); and
- An Affordable Housing and Loan Agreement (AHA), for the potential loan of City and/or Housing Authority funds, with the specific funding source to be determined.

ATTACHMENTS:

- A. Proposed Memorandum of Understanding

MEMORANDUM AND INITIAL TERMS

FOR DISPOSITION, DEVELOPMENT AND OPERATION OF
9001-9019 LONG BEACH BOULEVARD
AFFORDABLE OWNERSHIP
AND THE LOAN OF SOUTH GATE FUNDS IN CONNECTION
THEREWITH

December 17, 2025

This memorandum of understanding ("MOU") presents the initial terms ("Initial Terms") for, and serves as the basis to engage in good faith negotiations toward a Disposition, Development and Loan Agreement ("DDA") and Affordable Housing and Loan Agreement for the loan of City and/or Housing Authority funds, the source of which is to be determined ("AHA"), each to be entered into among the South Gate Housing Authority ("Housing Authority"), the City of South Gate ("City"), and either Habitat for Humanity of Greater Los Angeles or Partnership Housing, Inc. ("Developer"). In the event the Project receives federal funds requiring that the developer be a Community Housing Development Organization (CHDO), the Developer entity will be Partnership Housing, Inc., as it qualifies as a CHDO. These entities may be referred to together as the "Parties" and each as a "Party"; and the City and Housing Authority may be referred to as "South Gate". The Parties shall exercise commercially reasonable efforts to (a) negotiate and enter into a DDA within six months from the date hereof, and (b) negotiate and enter into an AHA prior to the closing of the transfer of the Property pursuant to the DDA.

This MOU is not intended to constitute a binding agreement by any Party, nor is it intended to constitute a binding agreement to enter into a DDA, AHA, or any other contract. No Party shall be legally bound to consummate the transactions as outlined herein unless and until a DDA, AHA or other contract has been approved, executed, and delivered by the Parties. The matters contained herein shall not be construed as final commitments by any Party nor as a disposition of a real property interest by South Gate but, instead, to state generally the basis upon which the Parties intend to negotiate binding contracts for the conveyance of the Property, the development of the Project (as defined in section 7 below) and the loan of City and/or Housing Authority funds for the Project.

Entry into any binding agreement regarding the subject matter hereof is expressly subject to the City Council and Housing Authority's independent review, judgment, and exercise of their sole discretion to approve (or disapprove) the DDA and AHA for the proposed Project. Further, Developer reserves the right to exercise its sole discretion in approving (or disapproving) and entering into any final DDA and/or AHA. The final AHA and DDA may include terms that differ from, or are in addition to, the Initial Terms set forth herein.

Each party reserves the right to terminate negotiations pursuant to this MOU, with or without cause, upon ten (10) days prior written notice to the other Parties, thereby withdrawing from such negotiations without any liability to the other Parties, except that each Party shall be obligated to promptly return to the other Parties all information and materials which such Party has received from the other party pursuant to this MOU. The Parties, by their respective execution hereof, knowingly agree, notwithstanding anything herein to the contrary, that neither of them shall have any right to specific performance of this MOU, nor any other equitable or damage remedies under the law. Each party makes such release and waiver with full knowledge of Civil Code Section 1542 and hereby waives any and all rights thereunder to the extent of this release and waiver, if such Section 1542 is applicable. Section 1542 of the Civil Code provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

The Initial Terms contemplated by the Parties to be set forth in the DDA and AHA, as applicable, are as follows:

1.	HOUSING AUTHORITY:	South Gate Housing Authority, a public body corporate and politic, and serving as a housing authority pursuant to Health and Safety Code (“HSC”) Section 34200, <i>et seq.</i> (“HAL”) and concurrently serving as the “Housing Successor” to the former Community Development Commission of the City of South Gate under Division 24, Part 1.85, HSC 34170, <i>et seq.</i> , in particular HSC 34176 and 34176.1 (“Dissolution Law”) (“Housing Authority”)									
2.	CITY	City of South Gate, a California municipal corporation (“City”).									
3.	GENERAL CONTRACTOR:	Habitat for Humanity of Greater Los Angeles, a California nonprofit public benefit corporation, or a licensed third-party general contractor reasonably acceptable to the parties.									
4.	PROPERTY:	Three (3) contiguous parcels totaling approximately 0.66 acres and comprised of two (2) Sites, A and B, with the following Assessor's Parcel Numbers (APNs) as listed in Figure 1 below (“Property”): <table border="1"> <thead> <tr> <th>Site</th><th>APNs</th><th>Situs Address</th></tr> </thead> <tbody> <tr> <td>A</td><td>6204-025-900 6204-025-901</td><td>9001 Long Beach Bl 9015 Long Beach Bl</td></tr> <tr> <td>B</td><td>6204-025-902</td><td>9019 Long Beach Bl</td></tr> </tbody> </table> Site A was transferred to the Housing Authority, in its capacity as Housing Successor, following approval of the Housing Asset Transfer schedule by the State of California, Department of Finance (“DOF”) on April 1, 2013, and presently is listed as an asset in the Low and Moderate Income Housing Asset Fund (“LMIHAF” or Fund 322).	Site	APNs	Situs Address	A	6204-025-900 6204-025-901	9001 Long Beach Bl 9015 Long Beach Bl	B	6204-025-902	9019 Long Beach Bl
Site	APNs	Situs Address									
A	6204-025-900 6204-025-901	9001 Long Beach Bl 9015 Long Beach Bl									
B	6204-025-902	9019 Long Beach Bl									

		Site B was purchased on March 3, 2020, by the Housing Authority with acquisition funds sourced solely from the LMIHAF, and Site B presently is listed as a housing asset in the LMIHAF.
5.A.	CONVEYANCE PRICE; AUTHORITY NOTE AND AUTHORITY DEED OF TRUST:	The Conveyance Price for the property will be the fair market value of the Property as mutually agreed upon by the City and Developer. Promptly following execution of this MOU, the City will obtain a third-party appraisal of the Property. The appraisal may be used by the parties as a guide for negotiations, but shall not be controlling. The parties shall agree upon the Conveyance Price prior to execution of the DDA, and shall specify that agreed-upon Conveyance Price in the DDA. The DDA will provide that the Housing Authority will provide carryback financing for Developer's acquisition and payment of the Conveyance Price, which shall be evidenced by an Authority Note and secured by a subordinate Authority Deed of Trust lien recorded against the Property at the close of Escrow and closing of Financing (together, "Closing").
5.B.	DEPOSIT	Upon executing the DDA, Developer will provide the City a good faith deposit equal to \$20,000 ("Deposit"). City shall use a portion of the Deposit to reimburse itself for NEPA compliance expenses incurred by City in connection with the Project in the approximate amount of Twelve Thousand Dollars (\$12,018.7500), previously billed to Developer. If Developer fails to fulfill the conditions or meet the obligations set forth in the DDA, the City may retain the Deposit as liquidated damages. Prior to close of escrow, the City's sole remedy shall be to terminate the DDA and retain the good faith Deposit. Upon close of escrow, the Deposit will be applied to any outstanding balance due to the City for permits and fees.
6.	DDA EFFECTIVE DATE; TERM:	The "Effective Date" of the DDA is the date of full execution by the Housing Authority and Developer, subject to South Gate's action on the DDA in the City Council's and Housing Authority board's respective and sole discretion. The outside date for the Closing of Conveyance of the Property and Closing of Financing for the Project will be such date as is forty-five (45) days after a No Further Action letter ("NFA") is received from the DTSC for the

		clean-up of the Property, which is anticipated to be approximately twenty-four (24) months from the MOU Effective Date.								
7.	PROJECT DESCRIPTION:	The proposed “Project” will include a 30,700 square foot, three-story, fourteen (14) unit affordable home ownership townhome development, inclusive of fourteen (14) attached single-family townhomes, each unit with a two-car garage, front porch, and outdoor balcony, along with a 1,000 square foot community room, nine (9) guest surface parking areas, programmed common area, outdoor benches, and community green space. The townhomes will have two floor plans: • Plan 1 = 3-bedroom, 3.5 bathroom (1,589 sf) • Plan 2 = 2-bedroom, 2.5 bathroom (1,344 sf) See Exhibit A for Conceptual Site Plan. The Project will be built in one phase, as follows: Site A: eight (8) units Site B: six (6) units The fourteen (14) townhomes to be sold to income-qualified Homebuyers are referred to as “Ownership Units”.								
8.	AFFORDABILITY:	The DDA and AHA will require that all units are to be sold at a price approximating fair market value, with financing resulting in an Affordable Housing Cost (calculated in accordance with HSC §50052.5(b)), to Low Income Households (as determined in compliance with HSC §50079.5) with the following income/unit mix: <table><thead><tr><th></th><th><u>Plan 1 (3bd)</u></th><th><u>Plan 2 (2bd)</u></th><th><u>Total</u></th></tr></thead><tbody><tr><td>Total</td><td>7</td><td>7</td><td>14</td></tr></tbody></table> <i>Ownership Units.</i> The Ownership Units are to be sold by Developer to income-eligible homebuyers at a price approximating fair market value (“Homebuyer Purchase Price”), with first mortgage financing that results in an Affordable Housing Cost as defined in HSC §50052.5(b), which shall be calculated based on the first mortgage principal and interest payment, HOA fees, taxes, insurance, and related fees that comprise Affordable Housing Cost. The Homebuyer Purchase Price shall be paid by a		<u>Plan 1 (3bd)</u>	<u>Plan 2 (2bd)</u>	<u>Total</u>	Total	7	7	14
	<u>Plan 1 (3bd)</u>	<u>Plan 2 (2bd)</u>	<u>Total</u>							
Total	7	7	14							

		combination of a conventional thirty (30) year, fixed rate, first mortgage from a bank lender, one or more Homebuyer Loans as defined below, and, if needed, a subordinate, “silent” mortgage Developer loan requiring no payments of principal and interest. Upon the initial sale of each Ownership Unit, a declaration of conditions, covenants and restrictions (“Authority CCRs”) shall be recorded against the Ownership Unit, along with a subordinate silent/soft mortgage issued by and in favor of the Housing Authority evidenced by a promissory note and secured by a performance and monetary deed of trust in an amount equal to one-fourteenth (1/14th) of the Conveyance Price (each, a “Homebuyer Loan”). Each Homebuyer Loan is fully deferred, assumable at resale by income-eligible subsequent homebuyers, but due on default or sale in violation of the covenants and deemed repaid at the end of a 45-year Affordability Period. Upon the initial sale of each Ownership Unit to an income-qualified Homebuyer and entering into each Homebuyer Loan, 1/14th of the South Gate Loan (as defined below) will be deemed repaid and the Deed of Trust securing the South Gate Loan as to such Ownership Unit will be reconveyed and released of record.
9.	FINANCIAL SUBSIDIES TO BE PAID BY HOUSING AUTHORITY:	To facilitate the Project, the Housing Authority will provide a carryback loan in the amount of the Conveyance Price to Developer, which will be documented by the DDA.
10.	SOUTH GATE LOAN	South Gate will provide additional financial assistance to the Project pursuant to the AHA (the “South Gate Loan”), which loan proceeds will be used to fund certain construction and other development costs of the Project. The amount and source of funds for the South Gate Loan shall be determined prior to the Conveyance of the Property to Developer pursuant to the DDA. The South Gate Loan shall be contingent upon the execution of an AHA in such form as is acceptable to the Parties. The South Gate Loan will be a deferred payment loan secured by a South Gate Note and Deed of Trust recorded against the Property. Upon the initial sale of each of the fourteen (14) for-sale Ownership Units to an income-

		qualified homebuyer, the corresponding unit parcel will be released and reconveyed from the South Gate Deed of Trust. The South Gate Loan shall be deemed fully repaid upon sale of all units. The South Gate Loan shall become due and payable if the borrower defaults under the South Gate Loan terms or the Authority’s Regulatory Agreement prior to the sale of the Ownership Units to the homeowners.
11.	SECURITY AND COVENANTS:	In connection with the disposition of the Property by the Housing Authority to the Developer, upon Closing, the DDA will require Developer to execute and deliver certain Project Documents, including Authority Loan Note, Authority Loan Deed of Trust, South Gate Loan Note and South Gate Loan Deed of Trust, CCRs, Authority Regulatory Agreement, and related instruments (see list of attachments). Though the South Gate Loan Note, CC&Rs and South Gate Deed of Trust will be required by the DDA to be executed and delivered by Developer at Closing, the South Gate Loan shall be documented by and made pursuant to the AHA. The DDA, AHA, Homebuyer Loan Agreement, Authority CC&Rs and related instruments for the Ownership Units will include marketing and homebuyer selection covenants, occupancy standards, owner/occupancy covenants, annual certification of same, monitoring fee due on resale, etc. The DDA will describe (i) “sweat equity” requirements by Developer of its prospective homebuyers, (ii) marketing and homebuyer selection requirements, (iii) calculation and steps for calculating the Affordable Housing Cost of each Ownership Unit, including downpayment, first mortgage principal and interest payment, HOA, taxes, insurance, and related fees that comprise Affordable Housing Cost for the initial Homebuyer and terms and conditions upon resale and assumption of Homebuyer Loan. Developer resale covenants will include a “put” back to Developer to cause the Homebuyer to offer the unit to Developer prior to each resale during the 45-year covenant term. Upon repurchase by Developer, Developer shall be required to resell the unit to another qualifying Low Income Household. If necessary to provide that the total consideration given by the homebuyer equals the Homebuyer Purchase Price of the Ownership Unit, Developer shall be permitted to provide one or more

		subordinate loans to the Homebuyer, which shall not require periodic payment of principal and interest and which, unless prohibited by the source of funds providing the loan, shall be evidenced by promissory notes and secured by deeds of trust subordinate to those evidencing and securing the Homebuyer Loan.
12.	RELOCATION OF EXISTING TENANT & SITE CLEARANCE:	South Gate has relocated the former tenant, including the advisory assistance and monetary benefits, which displacement was completed as a condition to the transfer of ownership of the Property. The relocation included clearance of personal property from the Property and demolition of the improvements in order to effectuate remediation of soil contamination described below. The tenants at 9019 Long Beach Boulevard have been relocated and compensated in accordance with applicable relocation law.
13.	ENVIRONMENTAL REMEDIATION:	Prior to transferring ownership of the Property, the Housing Authority is responsible to cause site preparation, including an environmental cleanup plan, and completing the cleanup of 9019 Long Beach Blvd through a no further action letter or similar closure letter issued by DTSC. Though the costs for this work are to be the responsibility of the Housing Authority, Developer has received a grant from the DTSC for clean-up of the parcel, the proceeds of which will be used to remediate the parcel. Developer shall be responsible for the administration and use of the grant funds for remediation. Notwithstanding the foregoing, in the event the DTSC grant funds are insufficient to complete the remediation of the parcel, Developer and South Gate agree to use commercially reasonable efforts to secure additional, third party funds to complete the remediation. Developer shall have no obligation to expend its own funds for remediation activities. The DDA will include provisions that from and after conveyance of the Property, South Gate will not assume any liability or risk related to the physical and environmental condition of the Property. While the Housing Authority and Developer will perform a certain scope of environmental assessment and cleanup, upon conveyance, and provided that a “no further action” letter from DTSC is obtained for the parcel, the Property will be conveyed, and Developer shall accept, in an “as-is” and “where-is” condition with no

		further obligation or liability as to such condition, with environmental indemnity by Developer of South Gate for Developer's activities post-conveyance of title. According to a January 28, 2020, Phase II Environmental Site Assessment prepared by Rincon Consultants, Inc. ("Rincon"), the Property has soil contamination, including elevated levels of lead concentrated in the top one foot of the soil, as well as elevated levels of thallium. Rincon has advised removal of approximately 250 cubic yards of lead-impacted soil and additional testing of thallium concentrations during remediation, as well as pursuing a voluntary cleanup program overseen by the Department of Toxic Substances Control, who shall be asked by South Gate and the Developer to issue a "no further action" letter upon completion of remediation activities, to be provided to South Gate, allowing the Property to be redeveloped without environmental conditions. The cost of a portion of the environmental remediation will be paid by a grant from DTSC and completed prior to transfer of the Property to the Developer. The DDA shall provide that the completion of environmental remediation of the Property and delivery of a "no further action" letter shall be a condition precedent to Developer's obligation to purchase the Property.
14.	HOA:	Developer will form a homeowners' association ("HOA") for purposes of maintaining common areas and adequately funding a replacement reserve fund. Developer will provide the form of Homeowners' Association Agreement and Covenants Conditions and Restrictions (CCRs) for review and approval by the Housing Authority prior to the sale of the Ownership Units to the Homebuyers. Ownership Units shall be subject to both the HOA CCRs and the Authority CCRs in accordance with their respective terms. Prior to the sale of each Ownership Unit to eligible homebuyers, Developer will be responsible for payment of monthly HOA dues. Following closing of each sale of an Ownership Unit, the homebuyer will be responsible for HOA dues.

15.	DEVELOPER FEE:	Developer shall earn a Developer Fee of ten percent (10%) of Project development costs, which shall include, without limitation, general construction costs such as hard and soft construction costs, the payment of which shall be deferred and collected on a pro rata basis upon the sale of each of the fourteen (14) Ownership Units. The Developer Fee shall not accrue interest during the period from closing until paid from net proceeds from the sale of the Ownership Units. Developer shall be entitled to pay the General Contractor a General Contractor Fee in an amount customary for similar projects in the area, which such General Contractor Fee shall be a Project cost in addition to the Developer Fee. Developer may engage an affiliate entity as the General Contractor.
16.	PRE-CONVEYANCE REQUIREMENTS/ CONDITIONS PRECEDENT FOR CLOSE OF ESCROW FOR CONVEYANCE OF THE PROPERTY BY THE HOUSING AUTHORITY TO DEVELOPER:	As Conditions Precedent to the conveyance of the fee interest in Property to the Developer, all of the following must first be met by the date indicated for each condition in the schedule of performance ("Schedule"), attached hereto as Exhibit B. The DDA may contain provisions to extend certain dates by mutual agreement of Developer and the Executive Director/City Manager; provided, however, that the Executive Director/City Manager may only extend the Outside Closing Date by up to 180 days and only South Gate, in its sole and absolute discretion, may extend the Outside Closing Date and the Completion of Construction date by more than 180 days.
	16.1 Financial Plan	No later than the date set forth in the Schedule, the Developer shall have submitted to the Housing Authority for its review and obtained the City's approval of the following, which together will be referred to as the "Financial Plan": • A detailed cost breakdown of construction of the Project ("Project Development Budget") containing an itemized construction budget for the Project, showing all construction related and non-construction related costs, materials with brand or equivalent, including reasonable contingencies, and the funding sources of payment for each item. • A sources and uses statement for the Project. • A copy of letters of commitment for construction financing and permanent financing from reputable institutional lenders, grant funding, equity contributions, and other financing from external

		sources as necessary to finance development of the entire Project. ○ Commitment letters must acknowledge the requirements of the Initial Terms, including priority, and nonsubordination of the Authority CCRs for the Ownership Units. ○ Housing Authority will subordinate the Authority Loan Deed of Trust to construction financing for the Ownership Units. • A certified financial statement or other financial statement in such form reasonably satisfactory to South Gate, evidencing other sources of capital, sufficient to demonstrate that the Developer has adequate funds available and is committing such funds to cover the difference, if any, between the Developer's costs of development and construction and the amount available to Developer from external financing sources. • Any other evidence reasonably requested by South Gate demonstrating the economic and financial feasibility of the Project. • The DDA shall provide that a condition precedent to Developer's obligation to purchase the Property shall be that Developer shall be satisfied that, based on its available financing, including, without limitation, the funding provided pursuant to the AHA, estimated sales price of the Ownership Units, and such other matters as Developer may reasonably consider, the Project is financially feasible.
	16.2 Financing and Financing Documents	<u>Financing.</u> Developer shall be permitted to grant a security interest in its rights and beneficial interests to the Property pursuant to the DDA and AHA in favor of a single lender or a group of public and private, institutional lenders solely in connection with financing of construction of the Project, provided however, the South Gate CCRs and Authority Regulatory Agreement shall be and remain senior, nonsubordinate encumbrances after completion of construction and the full Property during construction. The Schedule of Performance included in the DDA shall allow time for Developer to use its best efforts to obtain competitive or other affordable housing financing (including, without limitation, state housing subsidy programs, local subsidies), but no longer than, eighteen (18) months from the Effective Date of the DDA, subject to

		Force Majeure, which shall in no event exceed in the aggregate twelve (12) months. Force Majeure shall mean delays or defaults that are due to war, insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; and pandemics. <u>Financing Documents.</u> Not later than the date set forth on the Schedule, Developer shall have submitted to South Gate for review and obtained the South Gate's approval of a draft of the form of all documents to be used for financing construction of the Project pursuant to the approved Financial Plan ("Financing Documents"). In advance of and in preparation for the Closing of Financing, Developer shall cause drafts of all financing documents to be provided to South Gate and its counsel for review, comment and approval (or disapproval and modification toward approval). The full execution of the Financing Documents and the closing of all construction financing for the Project shall be a Condition Precedent to conveyance of the Property to Developer.
	16.3 Schematic Designs	By no later than the date set forth on the Schedule, Developer shall have submitted to the City Community Development Department for its review and obtained South Gate's approval, in its discretion, of the Schematic Design Plans for the Project. The term "Schematic Design Plans" will be defined in the DDA and will include schematic drawings, exterior elevations, site plans, floor plans and a garage layout, unit plans (including square footage), a landscaping plan, schematic plans for street and sidewalk improvements, and a sample materials board with brand and equivalent for the entire Project.
	16.4 Design Development Plans	By no later than the deadline set forth in the Schedule, Developer shall have submitted to the City Community Development Department for its review and obtained the City's approval, in its proprietary capacity, of the Design Development Plans for construction of the Project. The term "Design Development Plans" means drawings, outline specifications and other documents based on the Schematic Design Plans that fix and describe the size and character of the Project as to architectural and basic structural systems, materials, and other elements as appropriate.
	16.5 Final Construction Plans	By no later than the date set forth on the Schedule, Developer shall have submitted to the City Community

		Development Department for its review and obtained the City's approval of the Final Construction Plans for construction of the Project. The term "Final Construction Plans" means all construction documentation upon which a Developer and General Contractor will rely on constructing the Project, and shall include, but not necessarily be limited to, final architectural drawings, landscaping plans and specifications, final elevations, building plans, final specifications, plans for street and sidewalk repairs or improvements, a detailed breakdown of the costs of construction for the Project. The Final Construction Plans shall be substantially consistent with the Schematic Design Plans and Design Development Plans approved by the City Community Development Department, subject to applicable review by Planning Commission or City Council as appropriate.
	16.6 Construction Contract	Developer shall enter into a contract or contracts for the construction of the Project with a licensed, bonded, and reputable general building contractor or General Contractor, either of which shall meet the employment and contracting obligations contained herein, including the General Contractor's experience in compliance with Prevailing Wage Laws, Section 3, and other applicable federal, state, and local laws applicable to construction through completion of the Project ("Construction Contract"). In no event shall a Developer contract with any party which has been debarred or suspended by HUD under 24 CFR Part 24. The Construction Contract shall provide for the Project to be constructed for a fixed and specified guaranteed maximum amount pursuant to the approved Final Construction Plans. No later than the date set forth on the Schedule, Developer shall have submitted to South Gate for review and obtained approval of a draft of the form Construction Contract. Not later than the date set forth for this action in the Schedule, the Developer shall have submitted a draft of the final Construction Contract for the Project to South Gate for review and obtained approval prior to execution to determine that the cost of the development of the Project has been clearly fixed and determined, that no material changes to the Project will be made without the prior written consent of South Gate to the extent required under the DDA, and that all of the terms and conditions required to be included in the construction contract by funding

		sources for the Project (such as payment of prevailing wages, if applicable) have been included. Developer shall also submit, prior to or together with the final Construction Contract, a detailed cost breakdown budget for Project construction and development, Section 3 compliance, and a construction schedule, and a construction cash flow (draw-down) projection to South Gate for review and approval.
	16.7 Performance and Payment Bonds	Prior to the close of Escrow, Developer shall obtain a labor and materials payment bond in the amount not less than 100% of the cost of construction of the Project pursuant to the Construction Contract to be executed by Developer. Developer shall obtain a performance bond in an amount not less than 100% of the cost of construction of the Project pursuant to the Construction Contract to be executed by Developer. The performance bond and labor and materials payment bonds shall be issued by a licensed surety, shall name both the City and Housing Authority as co-obligees or assignees, and shall be in a form reasonably satisfactory to South Gate and its legal counsel.
	16.8 Government Approvals	To the extent not already obtained, Developer shall, not later than the date specified in the Schedule, apply for all federal, state and local permits, land use entitlements, subdivision map approvals, plan and other required governmental regulatory approvals allowing any subdivision of the Property, if so proposed, and construction and development of the Project to completion (together, the “Governmental Approvals”). Developer shall also complete environmental review pursuant to CEQA and NEPA and incorporate any mitigation measures identified in the environmental review process and required to be included in the plans for Project development and operations. The Developer shall give South Gate ten (10) days' prior notice of any hearings regarding matters described in the DDA, or if the Developer shall provide less notice, a reasonable amount of advance notice to enable the South Gate representatives to elect to attend such hearings. Developer acknowledges and agrees that evidence of all Governmental Approvals necessary to commence construction of the Project, subject only to payment of permit fees, is a precondition to disposition of the Property to the Developer.

		South Gate shall satisfy all applicable provisions of the Surplus Lands Act prior to Closing in accordance with the DDA and shall commence any review required by HCD at least 30 days prior to the date scheduled for approval of the DDA. Satisfaction of the Housing Authority's obligations under the Surplus Lands Act and the approval of HCD shall be a condition precedent to Developer's obligation to purchase the Property under the DDA.
	16.9 Review and Approval of Developer Submissions	If any Developer submission that is timely submitted and in its entirety is reasonably satisfactory to South Gate, then within ten (10) South Gate Business Days of receipt by South Gate's project manager ("South Gate Response Date"), South Gate shall, in its reasonable discretion, approve in writing that Developer submission, and no further filings by the Developer or approval by South Gate thereof shall be required for that Developer Submission, except for any subsequent Material Change in the contents of the Developer Submission. Notwithstanding the foregoing, South Gate may approve those portions of a Developer submission that are reasonably satisfactory and reject those portions that are not. South Gate may also approve all or a portion of a Developer submission subject to conditions requiring further submissions for South Gate review and reasonable approval. South Gate shall provide written notice of its approval or disapproval of any Developer submission (each, a "South Gate Notice") on or prior to the South Gate Response Date, and in the event of disapproval or conditional approval shall include in any South Gate Notice the specific basis and reasons for the South Gate's disapproval or conditional approval and changes that would make the Developer Submission or applicable portion thereof acceptable to South Gate (in each case, "South Gate Conditions"). Failure by South Gate to meet the South Gate Response Date shall not constitute a default by South Gate under this Agreement, and in such event, the subject Developer submission shall be automatically deemed approved.
17.	CONSTRUCTION OF THE PROJECT:	
	17.1 Commencement of Construction	Developer shall commence construction work on the Project no later than the date set forth in the Schedule.

	17.2 Construction Obligations	Construction of the Project shall be substantially in accordance with the Final Construction Plans approved by South Gate, without substantial deviation therefrom unless approved by South Gate in writing.
	17.3 Off-Site Improvements	Developer shall be responsible for the cost of any and all off-site improvements and any relocation of existing utilities and easements to the extent required under planning and building approvals for the Project.
	17.4 Prevailing Wages:	Developer shall carry out the construction through completion of the Project and the overall development in conformity with all applicable federal, state and local labor laws and regulations, including without limitation, the requirements to pay prevailing wages under federal law (Davis-Bacon Act, 40 U.S.C. Section 3141, <i>et seq.</i> , and the regulations promulgated thereunder set forth at 29 CFR Part 1 (together, “Davis-Bacon”)) and California law (Labor Code Section 1720, <i>et seq.</i>) and standards of the State Department of Industrial Relations (together, “Prevailing Wage Laws”), to the extent applicable, and shall indemnify South Gate as to same. This shall be clearly specified in the construction contract submitted to Housing Authority for review and approval.
	17.5 Disabled Access	Developer shall develop the Project in compliance with all applicable federal, state, and local requirements for access for disabled persons, including, without limitation and as applicable, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. section 794).
	17.6 Lead-based Paint	Developer and its General Contractor and subcontractors shall not use lead-based paint in the construction of the Project or maintenance of Project units. Developer shall insert this provision in all contracts and subcontracts for work performed on the Project which involves the application of paint.
	17.7 Quality of Work	Developer shall construct the Project in conformance with general industry standards and shall employ building materials of a quality suitable for the requirements of the Project. Developer shall develop the Project in full conformance with applicable local, state, and federal statutes, regulations, and building and zoning codes.

18.	RIGHT OF ENTRY:	Developer shall have the right to enter the Property prior to conveyance to conduct investigations and testing at Developer's cost and pursuant to the DDA and required as part of its due diligence, subject to the terms and conditions of the Right of Entry Agreement entered into by the Parties.
19.	DEVELOPER MAINTENANCE/ STANDARD OF PROPERTY:	Following (a) conveyance of the Property, continuing through construction and completion of the Project, and (b) after completion and prior to sale of the Ownership Units, Developer shall maintain the Property and the Project in compliance with applicable law and in good condition and repair to the reasonable satisfaction of South Gate.
20.	PERMITTED TRANSFERS:	Prior to Project completion, the Developer shall not have the right to assign or transfer all or any portion of its rights and obligations under the DDA, other than an assignment to, and assumption of, the DDA by a limited partnership ("Partnership") or limited liability company ("LLC") which is affiliated with and controlled by the Developer and for which Developer is the managing general partner or member.
21.	INDEMNIFICATION AND INSURANCE:	The DDA will require Developer to indemnify, defend, and hold the Housing Authority and City and their elected and appointed officials, employees, officers, commissioners, directors, counsel, partners and agents (together, "Indemnitees") harmless from and against any liability, including, without limitation, liability arising as a result of property damage, personal injury, or violation of state, federal, or local laws, arising or resulting from Developer's development, operation, and/or management of the Project,.
22.	DEFAULT:	The DDA will include standard remedies including, without limitation, South Gate's right to terminate the transaction upon Developer's default, subject to standard notice and cure provisions, and permitting cure rights for Developer and the Project lenders and investor.
23.	TERMINATION:	The DDA will include provisions providing for termination without cause prior to Conveyance of the Property upon 30 days' written notice by either Party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum and Initial Terms for Disposition, Development and Operation of 9001-9019 Long Beach Boulevard Affordable Ownership and the loan of South Gate funds in connection therewith as of the date first written above.

**HABITAT FOR HUMANITY OF GREATER
LOS ANGELES**, a California nonprofit public
benefit corporation

Date: _____

By: _____
Erin G. Rank, President & CEO

“Authority”

SOUTH GATE HOUSING AUTHORITY,
a public body, corporate and politic

Date: _____

By: _____
Joshua Barron, Chairperson

ATTEST:
SOUTH GATE HOUSING AUTHORITY

By: _____
Yodit Glaze, Secretary

APPROVED AS TO FORM:

By: _____
Craig Hardwick, Assistant City Attorney

DRAFT 

[SIGNATURE PAGE 1 OF 2 TO MOU]

“City”

CITY OF SOUTH GATE, a California municipal
corporation

Date: _____

By: _____
Mayor or Authorized Designee

ATTEST:

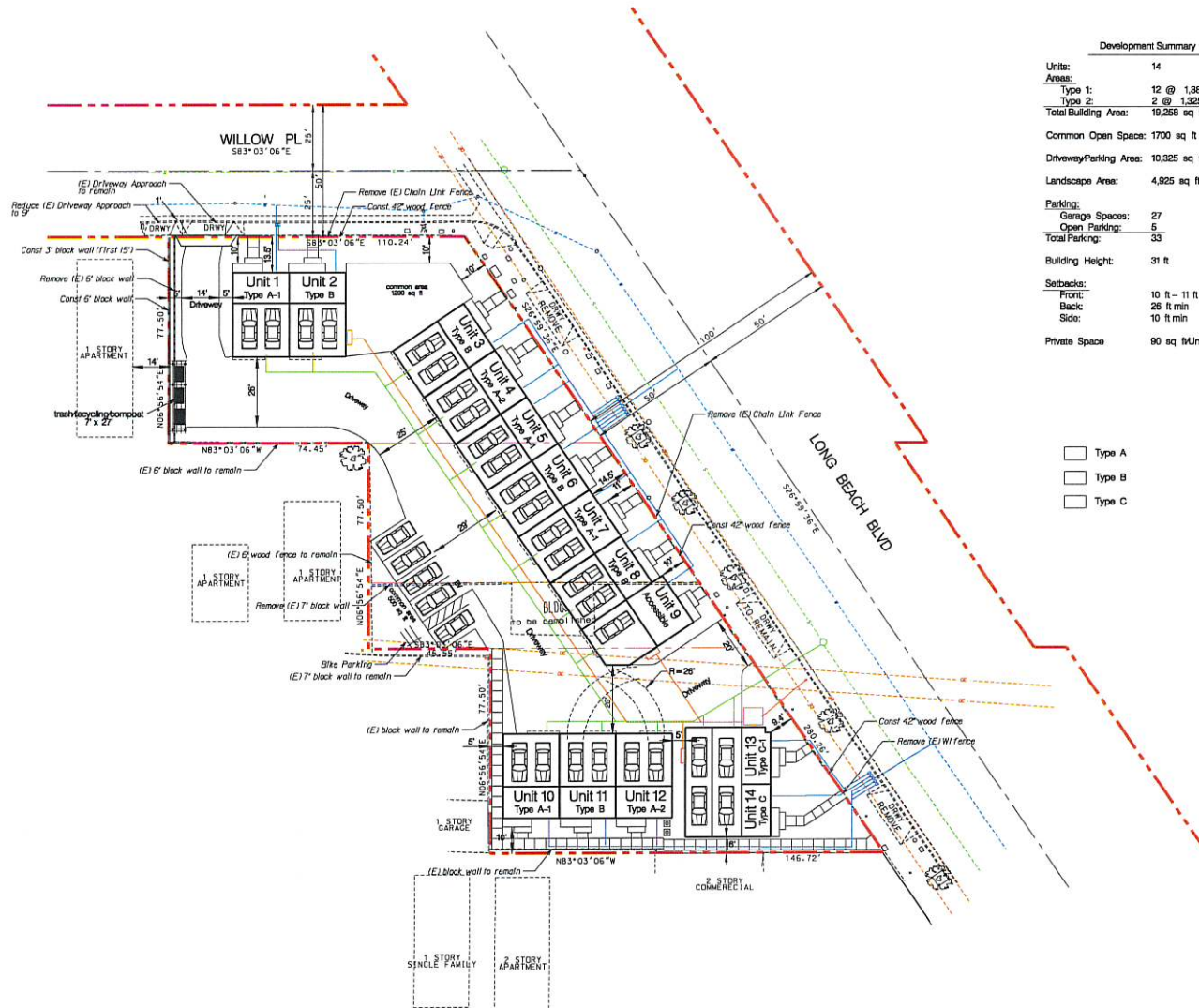
Yodit Glaze, City Clerk

APPROVED AS TO FORM:

By: _____
Craig Hardwick, Assistant City Attorney

[SIGNATURE PAGE 2 OF 2 TO MOU]

EXHIBIT A - CONCEPTUAL SITE PLAN



Development Summary	
Units:	14
Areas:	
Type 1:	12 @ 1,384 sq ft - 3 bed/2.5 bath
Type 2:	2 @ 1,325 sq ft - 3 bed/2.5 bath
Total Building Area:	19,256 sq ft
Common Open Space:	1700 sq ft
Driveway/Parking Area:	10,325 sq ft
Landscape Area:	4,825 sq ft
Parking:	
Garage Spaces:	27
Open Parking:	5
Total Parking:	33
Building Height:	31 ft
Setbacks:	
Front:	10 ft - 11 ft
Back:	25 ft min
Side:	10 ft min
Private Space:	90 sq ft/Unit

8739 Artesia Blvd
Bellflower, CA 90706
www.habitatia.org

ROBERT DWELLE, PE
rdwelle@habitatia.org
310-821-7631



Re Delle 10/1/25

PROJECT

HABITAT FOR HUMANITY
AFFORDABLE HOUSING

9001 LONG BEACH BLVD
SOUTH GATE, CA 90280

CONSULTANTS

SURVEY AND MAPPING:
RD Civil Engineering
Contact: Ralph Dent
555 Dobbin Drive
San Gabriel, CA 91775
(828) 288-7911

STRUCTURAL:
TIBBA Engineering
Contact: Mark Ibrahim
3438 E Longridge Dr
Orange, CA 92667
(714) 553-2595

ENVIRONMENTAL:
Meridian Consultants
Contact: Chris Hampson
920 Hampshire Road
Suite A-5
Westlake Village, CA 91381
(805) 367-0720

MECH, ELEC, PLUMBING:
ARUP
Contact: Erin McConahay
900 Wilshire Blvd - 90th Floor
Los Angeles, CA 90017
(310) 578-4400

DATE

OCT 1, 2025

SCALE

1" = 20'

SHEET TITLE

SITE PLAN

SHEET NUMBER

A-100

EXHIBIT B - SCHEDULE OF PERFORMANCE

9001-19 Long Beach Boulevard – Habitat for Humanity

Pre-Conveyance Items:

	<i>Item to be Performed</i>	<i>Responsible Party</i>	<i>Time for Performance</i>	<i>Agreement Reference</i>
1	MOU Effective Date	South Gate and Developer	Upon fully executed MOU	6
2	Submission of Tentative Tract Map	Developer	30 days after MOU Effective Date	
3	Demolition at Site B	Housing Authority	180 days after MOU Effective Date	13
4	Developer Soil Sampling with DTSC Grant Funds	Developer	To be completed 12-18 months after MOU Effective Date	
	Performance of Remediation Activities required by DTSC	Developer	To be completed 12-18 months after completion of soil sampling and direction from DTSC as to remediation activities required	
5	Request "No Further Action" letter from DTSC	Housing Authority	Not later than 60 days after completion of all soil sampling and other remediation activity required by DTSC	13
6	Obtain appraisal of Property	South Gate	Not later than 30 days after Request for No Further Action Letter	
7	Finalize and Execute DDA	All Parties	6 months after MOU Effective Date	

8	Escrow Opening Date	South Gate, Developer, and Escrow Holder	5 days from Receipt of No Further Action letter	
9	Provide Preliminary Title Report	Housing Authority	As soon as practicable following DDA Effective Date	
10	Title Notice	Developer	60 days following receipt of Preliminary Title Report	
11	Title Notice Response	Housing Authority	30 days following receipt of Title Notice	
12	Removal of Title Matter	Housing Authority	30 days following Housing Authority's Title Notice Response agreeing to remove objectionable matter	
13	Meet and Confer on Title Matters	Housing Authority and Developer	Within 3 days following receipt of notice to terminate agreement if unable or unwilling to remove objection to Title; Parties to meet and confer for up to 30 days	
14	South Gate Loan	City and Developer	South Gate to provide draft AHA within 60 days of DDA Effective Date. Entry into the AHA will be a condition precedent to Closing conveyance of the Property under DDA.	10
15	Conditions Precedent to Initial Disbursement	City and Developer	Within 10 days prior to Closing	10

16	Initial Disbursement of South Gate Loan proceeds	City	Closing	10
17	Subsequent Disbursement of South Gate Loan proceeds	City	30 days after receipt of Draw Requests.	10
18	Due Diligence Investigations Period	Developer	up to 9 months after the DDA Effective Date	18
19	Schematic Designs	Developer	9 months after the DDA Effective Date	15.3
20	Design Development Plans	Developer	9 months after the DDA Effective Date	15.4
21	Financial Plan	Developer	12 months after the DDA Effective Date	15.1
22	Authority Loan and Developer Primary Financing; Financing Documents	Developer	12 months after the DDA Effective Date	15.2
23	Final Construction Plans	Developer	13 months after the DDA Effective Date	15.5
24	Construction Contract	Developer	13 months after the DDA Effective Date	15.6
25	Performance and Payment Bonds	Developer	14 months after the DDA Effective Date	15.7
26	Recording of Final Tract Map	Developer	As a Condition Precedent to Closing of Escrow	

27	Indemnification and Insurance	Developer	As Condition Precedent to Closing of Escrow	19
28	Form of Homeowners Association Agreement and CCRS	Developer	14 months after the DDA Closing	14
29	Government Approvals/Project Entitlements	City and Developer	16 months after the DDA Effective Date	15.8 15.10
30	Other Funding Commitments	Developer	16 months after the DDA Effective Date	16.1
31	Title Company Committed to Issue Title Policies	Housing Authority and Developer	Prior to Escrow Closing Date	
32	Developer Documents Submitted to Housing Authority (Organizational Documents, Construction Contract, Construction Financing Documents)	Developer	Prior to Escrow Closing Date	16
33	Escrow Fee Payment	Housing Authority and Developer	4 business days prior to Escrow Closing Date	
34	Escrow Deposits	Housing Authority and Developer	1 business day prior to Escrow Closing Date	
35	Payment of Purchase Price	Developer	1 business day prior to Escrow Closing Date	5

36	Escrow Closing Date	Housing Authority, Developer, and Escrow Holder	5th day following Escrow Holder's receipt of written satisfaction or waiver of all conditions precedent, and no later than the later of (i) eighteen (18) months after the DDA Effective Date, or (ii) forty five (45) days after receipt of a No Further Action Letter.	5
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Post-Conveyance Items

37	Escrow Holder Report to IRS	Escrow Holder	Following Close of Escrow and prior to last date required by IRS	
38	Cancellation Instructions	Housing Authority and Developer	3 business days of Escrow Holder's written request	
39	Return of Funds and Documents	Developer	10 days of receipt by Parties of Escrow settlement statement	
40	Project Commencement	Developer	180 days from Close of Escrow	17
41	Project Completion	Developer	18 months after Project Commencement	17

Per Section X.X of Agreement: Any modification of a time or date for performance of a particular task or satisfaction of a particular condition that does not result in a change of more than 180 days may be approved on behalf of the Housing Authority by the City Manager, in his or her reasonable discretion. A modification of a time or date for performance of a task or satisfaction of a condition (or a series of such modifications) that results in an aggregate change of more than 180 days shall be subject to the approval of the City Council, in its sole and absolute discretion. If performance of a task or satisfaction of a condition in the Schedule Performance is prevented or delayed by Unavoidable Delays, the deadline for completion of such task or satisfaction of such condition shall be extended by the period of such Unavoidable Delays.