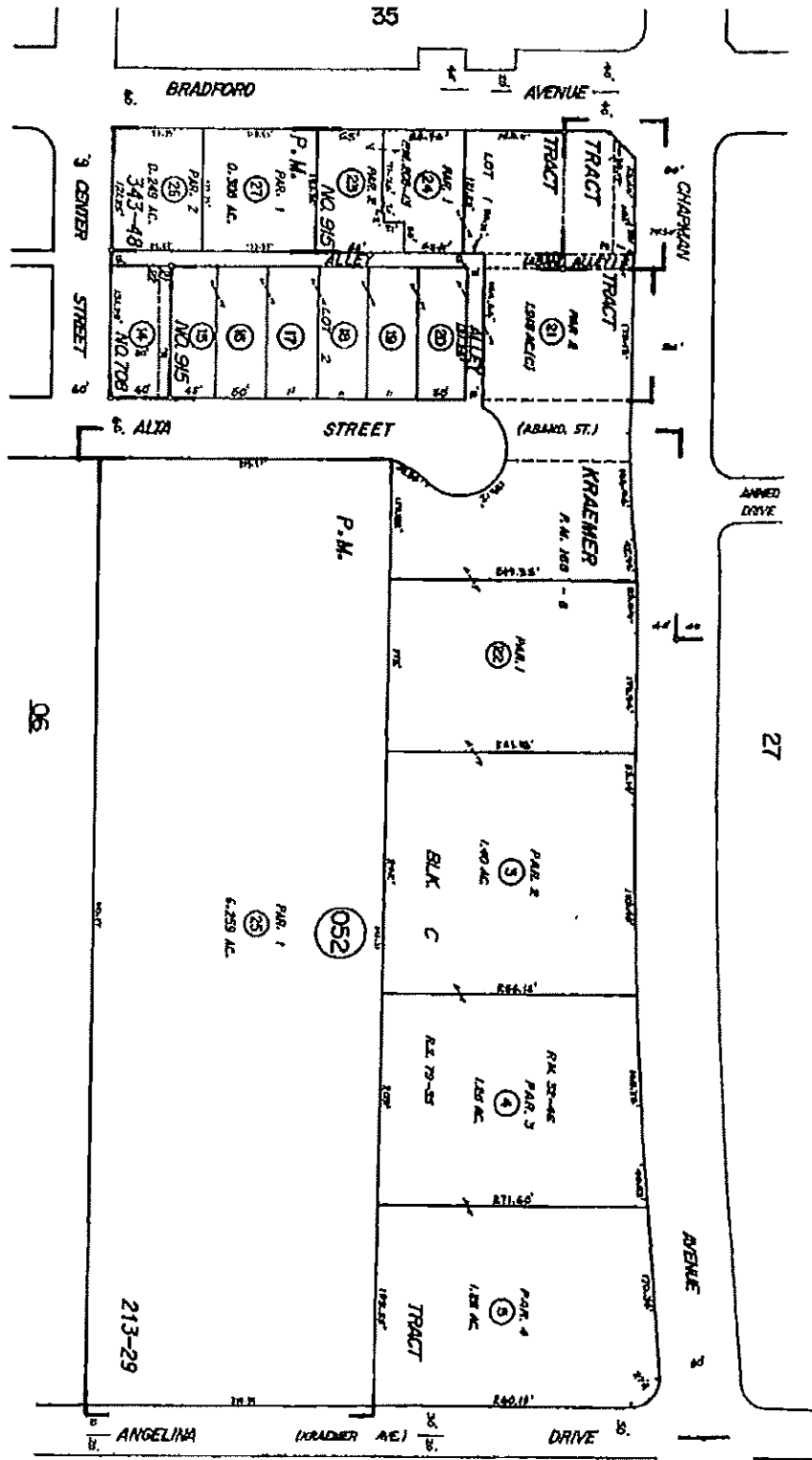


EXHIBIT "A-1"

(see attached)

THIS MAP WAS RECORDED FOR BOOK 339 PAGE 05
BY THE COUNTY ASSESSOR'S OFFICE ON 03/11/17
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MARCH 1974

KRAEMER TRACT
TRACT NO. 708
TRACT NO. 915
PARCEL MAP

L.A. 1-111,112
M.M. 22-8
M.M. 32-30
P.M. 32-45, 168-8, 208-13, 213-29, 343-48

NOTE - ASSESSOR'S BLOCK &
PARCEL NUMBERS
SHOWN IN CIRCLES

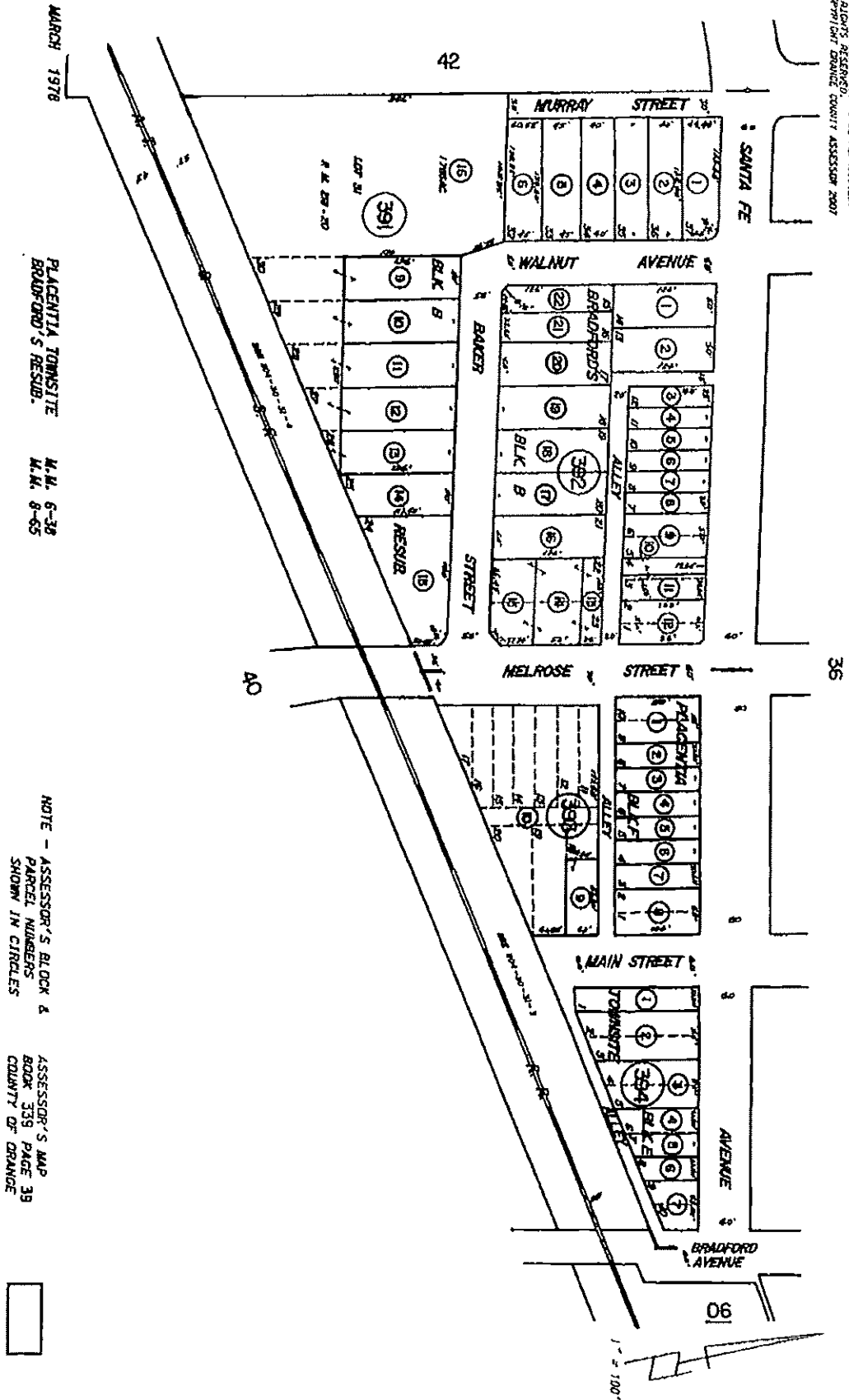
ASSESSOR'S MAP
BOOK 339 PAGE 05
COUNTY OF ORANGE



EXHIBIT "A-2"

(see attached)

THIS MAP WAS PREPARED FOR ORANGE COUNTY AND THE ASSessor MADE NO GUARANTEE AS TO ITS ACCURACY NOR ASSUMES ANY LIABILITY FOR OTHER USES. NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF ORANGE COUNTY ASSESSOR 2007



PLACENCIA TOWNSITE
BOARD OF RESUB. M.M. 6-38
M.M. 8-55

NOTE - ASSESSOR'S BLOCK & PARCEL NUMBERS SHOWN IN CIRCLES
ASSESSOR'S MAP BOOK 339 PAGE 39 COUNTY OF ORANGE



RESOLUTIONS

RESOLUTION NO. R-2009-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA APPROVING THE SALE OF 110 SOUTH BRADFORD AVENUE TO THE PLACENTIA REDEVELOPMENT AGENCY AND MAKING FINDINGS IN CONNECTION THEREWITH

WHEREAS, the Placentia Redevelopment Agency (the "Agency"), a public body, corporate and politic, established pursuant to and existing under the California Community Redevelopment Law (the "CRL"; Health and Safety Code Section 33000 et seq.), was created by the City Council of the City of Placentia (the "City"); and

WHEREAS, the Agency is undertaking activities necessary for the implementation of the Redevelopment Plan (the "Redevelopment Plan") for the Placentia Redevelopment Project approved and adopted by Ordinance No. 83-0-113 of the City Council of the City on July 19, 1983, and amended by Ordinance No. 90-0-115 on June 26, 1990, Ordinance No. 94-0-144 on December 6, 1994, and Ordinance No. 0-2004-03 on May 18, 2004; and

WHEREAS, the City is authorized pursuant to authority provided under CRL Section 33220 to sell property to the Agency; and

WHEREAS, the City owns certain real property located at 110 South Bradford Avenue (APN No. 339-052-24), (the "Property") which is in the Placentia Redevelopment Project Area ("Project Area"); and

WHEREAS, the Property is improved with a fire station constructed in the 1930's (Station No. 35) operated by Orange County Fire Authority for the provision of fire protection services in the Project Area which fire station is in need of expansion and rehabilitation, including seismic retrofitting and drainage improvements, to adequately service the needs of the community, and

WHEREAS, the City Council desires to convey fee simple absolute title in the Property to the Agency and finds that the sale of the Property to the Agency will aid in redevelopment of the Project Area consistent with the Redevelopment Plan by providing an opportunity for the fire station to be rehabilitated and expanded to improve the

level of fire protection services and protect and improve the physical and structural integrity of an important historic public building and for blighting influences to be eliminated by such redevelopment; and

WHEREAS, CRL Section 33445 states that the Agency may, with the consent of the City Council, pay all or a part of the value of the land for and the construction of any building, facility or structure, or other improvement which is publicly owned either within or without the Project Area, if the City Council makes certain findings; and

WHEREAS, the City Council and the Agency considered the acquisition by the Agency from the City pursuant to the terms and provisions of that certain Purchase and Sale Agreement dated for identification purposes as of January 20, 2009 (the "Agreement") at a joint public hearing conducted on January 20, 2009 notice of which was published in the Placentia News Times on January 8, 2009 and January 15, 2009.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY RESOLVE AND DETERMINE AS FOLLOWS:

Section 1. Based on the information presented in the staff report, the Summary Report prepared and presented in accordance with CRL Section 33445, and testimony received at the public hearing, the City Council hereby finds and determines that:

(1) The acquisition of the Property by the Agency and the rehabilitation and expansion of the fire station facility thereon are of benefit to the Project Area and the immediate neighborhood in which the project is located because the project will improve the level of fire protection services and protect and improve the physical and structural integrity and safety of an important historic public building.

(2) As of the adoption of this Resolution, there are no other reasonable means of financing the rehabilitation and expansion of the fire station facility.

(3) The payment of funds for the acquisition of the Property and the completion of the rehabilitation and expansion of the fire station facility (i) will assist in the elimination of one or more blighting conditions inside

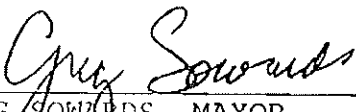
the Project Area, (ii) is consistent with and will help effectuate the purposes of the Redevelopment Plan, and (iii) is consistent with the Agency's Implementation Plan adopted pursuant to CRL Section 33490.

Section 2. The City Council agrees to sell the Property to the Agency for Nine Hundred Eighty Five Thousand Dollars (\$985,000) in accordance with the terms and provisions of the Agreement.

Section 3. The City Council authorizes the City Administrator to execute the Agreement and the grant deed in favor of the Agency, to accept payment, and to execute such other documents as may be reasonably necessary or prudent to complete this transaction as provided in this Resolution.

Section 4. The effective date of this Resolution shall be the date of its adoption.

PASSED AND ADOPTED by the City Council of the City of Placentia this 20th day of January, 2009.



GREG SOWARDS, MAYOR
CITY OF PLACENTIA

ATTEST:



PATRICK J. MELIA, CITY CLERK

STATE OF CALIFORNIA
COUNTY OF ORANGE

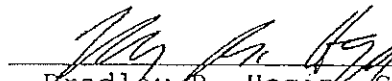
I, Patrick J. Melia, City Clerk of the City of Placentia, hereby certify that the above and foregoing Resolution No. R-2009-06 was duly and regularly passed and adopted by the City Council of the City of Placentia at a duly noticed public hearing thereof, held on the 20th day of January, 2009 by the following vote:

AYES: NELSON, UNDERHILL, YAMAGUCHI, AGUIRRE, SOWARDS
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE



PATRICK J. MELIA
CITY CLERK
CITY OF PLACENTIA

APPROVED AS TO FORM

By: 
Bradley R. Hogan, City Attorney

RESOLUTION NO. R-2009-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA APPROVING THE SALE OF 312 SOUTH MELROSE STREET TO THE PLACENTIA REDEVELOPMENT AGENCY AND MAKING FINDINGS IN CONNECTION THEREWITH

WHEREAS, the Placentia Redevelopment Agency (the "Agency"), a public body, corporate and politic, established pursuant to and existing under the California Community Redevelopment Law (the "CRL"; Health and Safety Code Section 33000 et seq.), was created by the City Council of the City of Placentia (the "City"); and

WHEREAS, the Agency is undertaking activities necessary for the implementation of the Redevelopment Plan (the "Redevelopment Plan") for the Placentia Redevelopment Project approved and adopted by Ordinance No. 83-0-113 of the City Council of the City on July 19, 1983, and amended by Ordinance No. 90-0-115 on June 26, 1990, Ordinance No. 94-0-144 on December 6, 1994, and Ordinance No. 0-2004-03 on May 18, 2004; and

WHEREAS, the City is authorized pursuant to authority provided under CRL Section 33220 to sell property to the Agency; and

WHEREAS, the City owns certain real property located at 312 South Melrose Street (APN No. 339-393-10), (the "Property") which is in the Placentia Redevelopment Project Area ("Project Area"); and

WHEREAS, the Property was once improved with a parking lot, but is currently a vacant weed-covered lot contributing a blighting influence in the Project Area; and

WHEREAS, the City Council desires to convey fee simple absolute title in the Property to the Agency and finds that the sale of the Property to the Agency will aid in redevelopment of the Project Area consistent with the Redevelopment Plan by providing an opportunity for the Property to be improved and developed as a parking lot to service the parking-deficient downtown area and the future Metrolink Station and for blighting influences to be eliminated by such redevelopment; and

WHEREAS, CRL Section 33445 states that the Agency may, with the consent of the City Council, pay all or a part of the value of the land for and the construction of any building, facility or structure, or other improvement which is publicly owned either within or without the Project Area, if the City Council makes certain findings; and

WHEREAS, the City Council and the Agency considered the acquisition by the Agency from the City pursuant to the terms and provisions of that certain Purchase and Sale Agreement dated for identification purposes as of January 20, 2009 (the "Agreement") at a joint public hearing conducted on January 20, 2009 notice of which was published in the Placentia News Times on January 8, 2009 and January 15, 2009.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY RESOLVE AND DETERMINE AS FOLLOWS:

Section 1. Based on the information presented in the staff report, the Summary Report prepared and presented in accordance with CRL Section 33445, and testimony received at the public hearing, the City Council hereby finds and determines that:

(1) The acquisition of the Property by the Agency and the parking lot improvements to be completed thereon are of benefit to the Project Area and the immediate neighborhood in which the project is located because the downtown area is currently parking-deficient and there will be additional need for parking upon completion of the Metrolink Station.

(2) As of the adoption of this Resolution, there are no other reasonable means of financing the parking lot improvements.

(3) The payment of funds for the acquisition of the Property and the construction of the parking lot improvements (i) will assist in the elimination of one or more blighting conditions inside the Project Area, (ii) is consistent with and will help effectuate the purposes of the Redevelopment Plan, and (iii) is consistent with the Agency's Implementation Plan adopted pursuant to CRL Section 33490.

Section 2. The City Council agrees to sell the Property to the Agency for One Million Two Hundred Eighty Five Thousand Dollars (\$1,285,000) in accordance with the terms and provisions of the Agreement.

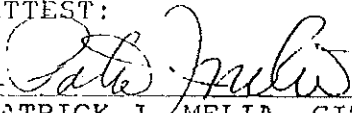
Section 3. The City Council authorizes the City Administrator to execute the Agreement and the grant deed in favor of the Agency, to accept payment, and to execute such other documents as may be reasonably necessary or prudent to complete this transaction as provided in this Resolution.

Section 4. The effective date of this Resolution shall be the date of its adoption.

PASSED AND ADOPTED by the City Council of the City of Placentia this 20th day of January, 2009.



GREG SOWARDS, MAYOR
CITY OF PLACENTIA


ATTEST:


PATRICK J. MELIA, CITY CLERK

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Patrick J. Melia, City Clerk of the City of Placentia, hereby certify that the above and foregoing Resolution No. R-2009-07 was duly and regularly passed and adopted by the City Council of the City of Placentia at a duly noticed public hearing thereof, held on the 20th day of January, 2009 by the following vote:

AYES: NELSON, UNDERHILL, YAMAGUCHI, AGUIRRE, SOWARDS
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE



PATRICK J. MELIA
CITY CLERK
CITY OF PLACENTIA

APPROVED AS TO FORM:

By: 

BRADLEY R. HUGIN, CITY ATTORNEY

RESOLUTION NO. RA-2009-01

A RESOLUTION OF THE PLACENTIA REDEVELOPMENT AGENCY
APPROVING THE ACQUISITION 110 SOUTH BRADFORD AVENUE
FROM THE CITY OF PLACENTIA, CALIFORNIA AND MAKING
FINDINGS IN CONNECTION THEREWITH

WHEREAS, the Placentia Redevelopment Agency (the "Agency"), a public body, corporate and politic, established pursuant to and existing under the California Community Redevelopment Law (the "CRL"; Health and Safety Code Section 33000 *et seq.*), was created by the City Council of the City of Placentia (the "City"); and

WHEREAS, the Agency is undertaking activities necessary for the implementation of the Redevelopment Plan (the "Redevelopment Plan") for the Placentia Redevelopment Project approved and adopted by Ordinance No. 83-0-113 of the City Council of the City on July 19, 1983, and amended by Ordinance No. 90-0-115 on June 26, 1990, Ordinance No. 94-0-144 on December 6, 1994, and Ordinance No. 0-2004-03 on May 18, 2004; and

WHEREAS, the City is authorized pursuant to authority provided under CRL Section 33220 to sell property to the Agency; and

WHEREAS, the City owns certain real property located at 110 South Bradford Avenue (APN No. 339-052-24), (the "Property") which is in the Placentia Redevelopment Project Area ("Project Area"); and

WHEREAS, the Property is improved with a fire station constructed in the 1930's (Station No. 35) operated by Orange County Fire Authority for the provision of fire protection services in the Project Area which fire station is in need of expansion and rehabilitation, including seismic retrofitting and drainage improvements, to adequately service the needs of the community, and

WHEREAS, the City Council desires to convey and the Agency desires to acquire fee simple absolute title in the Property and the Agency finds that such acquisition by the Agency will aid in redevelopment of the Project Area consistent with the Redevelopment Plan by providing an opportunity for the fire station to be rehabilitated and

expanded to improve the level of fire protection services and protect and improve the physical and structural integrity of an important historic public building and for blighting influences to be eliminated by such redevelopment; and

WHEREAS, CRL Section 33445 states that the Agency may, with the consent of the City Council, pay all or a part of the value of the land for and the construction of any building, facility or structure, or other improvement which is publicly owned either within or without the Project Area, if the City Council makes certain findings; and

WHEREAS, the City Council and the Agency considered the acquisition by the Agency from the City pursuant to the terms and provisions of that certain Purchase and Sale Agreement dated for identification purposes as of January 20, 2009 (the "Agreement") at a joint public hearing conducted on January 20, 2009 notice of which was published in the Placentia News Times on January 8, 2009 and January 15, 2009.

NOW THEREFORE, THE BOARD OF DIRECTORS OF THE PLACENTIA REDEVELOPMENT AGENCY DOES HEREBY RESOLVE AND DETERMINE AS FOLLOWS:

Section 1. Based on the information presented in the staff report, the Summary Report prepared and presented in accordance with CRL Section 33445, and testimony received at the public hearing, the Agency hereby concurs with the City Council findings and determinations that:

(1) The acquisition of the Property by the Agency and the rehabilitation and expansion of the fire station facility thereon are of benefit to the Project Area and the immediate neighborhood in which the project is located because the project will improve the level of fire protection services and protect and improve the physical and structural integrity and safety of an important historic public building.

(2) As of the adoption of this Resolution, there are no other reasonable means of financing the rehabilitation and expansion of the fire station facility.

(3) The payment of funds for the acquisition of the Property and the completion of the rehabilitation and


expansion of the fire station facility (i) will assist in the elimination of one or more blighting conditions inside the Project Area, (ii) is consistent with and will help effectuate the purposes of the Redevelopment Plan, and (iii) is consistent with the Agency's Implementation Plan adopted pursuant to CRL Section 33490.

Section 2. The Agency agrees to purchase the Property from the City for Nine Hundred Eighty Five Thousand Dollars (\$985,000) in accordance with the terms and provisions of the Agreement.

Section 3. The Agency authorizes the Executive Director to execute the Agreement, the Promissory Note evidencing the purchase price, the Deed of Trust securing the Agency debt to the City, the certificate of acceptance and such other documents as may be reasonably necessary or prudent to complete this transaction as provided in this Resolution.

Section 4. The effective date of this Resolution shall be the date of its adoption.

PASSED AND ADOPTED by the Board of the Placentia Redevelopment Agency this 20th day of January, 2009.



GREG SOWARDS, CHAIRMAN
PLACENTIA REDEVELOPMENT AGENCY

ATTEST:



PATRICK J. MELIA, AGENCY SECRETARY

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Patrick J. Melia, Agency Secretary of the Redevelopment Agency of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the Redevelopment Agency held on the 20th day of January, 2009 by the following vote:

AYES: AGENCY MEMBERS: NELSON, UNDERHILL,
YAMAGUCHI, AGUIRRE, SOWARDS
NOES: AGENCY MEMBERS: NONE
ABSENT: AGENCY MEMBERS: NONE
ABSTAIN: AGENCY MEMBERS: NONE



PATRICK J. MELIA
AGENCY SECRETARY

APPROVED AS TO FORM:



BRADLEY R. HUGIN, AGENCY COUNSEL

RESOLUTION NO. RA-2009-02

**A RESOLUTION OF THE PLACENTIA REDEVELOPMENT AGENCY
APPROVING THE ACQUISITION OF 312 SOUTH MELROSE
STREET FROM THE CITY OF PLACENTIA, CALIFORNIA AND
MAKING FINDINGS IN CONNECTION THEREWITH**

WHEREAS, the Placentia Redevelopment Agency (the "Agency"), a public body, corporate and politic, established pursuant to and existing under the California Community Redevelopment Law (the "CRL"; Health and Safety Code Section 33000 et seq.), was created by the City Council of the City of Placentia (the "City"); and

WHEREAS, the Agency is undertaking activities necessary for the implementation of the Redevelopment Plan (the "Redevelopment Plan") for the Placentia Redevelopment Project approved and adopted by Ordinance No. 83-0-113 of the City Council of the City on July 19, 1983, and amended by Ordinance No. 90-0-115 on June 26, 1990, Ordinance No. 94-0-144 on December 6, 1994, and Ordinance No. 0-2004-03 on May 18, 2004; and

WHEREAS, the City is authorized pursuant to authority provided under CRL Section 33220 to sell property to the Agency; and

WHEREAS, the City owns certain real property located at 312 South Melrose Street (APN No. 339-393-10), (the "Property") which is in the Placentia Redevelopment Project Area ("Project Area"); and

WHEREAS, the Property was once improved with a parking lot, but is currently a vacant weed-covered lot contributing a blighting influence in the Project Area; and

WHEREAS, the City Council desires to convey and the Agency desires to acquire fee simple absolute title in the Property and the Agency finds that such acquisition by the Agency will aid in redevelopment of the Project Area consistent with the Redevelopment Plan by providing an opportunity for the Property to be improved and developed as a parking lot to service the parking-deficient downtown area and the future Metrolink Station and for blighting influences to be eliminated by such redevelopment; and

WHEREAS, CRL Section 33445 states that the Agency may, with the consent of the City Council, pay all or a part of the value of the land for and the construction of any building, facility or structure, or other improvement which is publicly owned either within or without the Project Area, if the City Council makes certain findings; and

WHEREAS, the City Council and the Agency considered the acquisition by the Agency from the City pursuant to the terms and provisions of that certain Purchase and Sale Agreement dated for identification purposes as of January 20, 2009 (the "Agreement") at a joint public hearing conducted on January 20, 2009 notice of which was published in the Placentia News Times on January 8, 2009 and January 15, 2009.

NOW THEREFORE, THE BOARD OF DIRECTORS OF THE PLACENTIA REDEVELOPMENT AGENCY DOES HEREBY RESOLVE AND DETERMINE AS FOLLOWS:

Section 1. Based on the information presented in the staff report and at the public hearing, and in accordance with CRL Section 33445, the Agency hereby concurs with the City Council findings and determines that:

(1) The acquisition of the Property by the Agency and the parking lot improvements to be completed thereon are of benefit to the Project Area and the immediate neighborhood in which the project is located because the downtown area is currently parking-deficient and there will be additional need for parking upon completion of the Metrolink Station.

(2) As of the adoption of this Resolution, there are no other reasonable means of financing the parking lot improvements.

(3) The payment of funds for the acquisition of the Property and the construction of the parking lot improvements (i) will assist in the elimination of one or more blighting conditions inside the Project Area, (ii) is consistent with and will help effectuate the purposes of the Redevelopment Plan, and (iii) is consistent with the Agency's Implementation Plan adopted pursuant to CRL Section 33490.

Section 2. The Agency agrees to purchase the Property from the City for One Million Two Hundred Eighty Five Thousand Dollars (\$1,285,000) in accordance with the terms and provisions of the Agreement.

Section 3. The Agency authorizes the Executive Director to execute the Agreement, the Promissory Note evidencing the purchase price, the Deed of Trust securing the Agency debt to the City, the certificate of acceptance and such other documents as may be reasonably necessary or prudent to complete this transaction as provided in this Resolution.

Section 4. The effective date of this Resolution shall be the date of its adoption.

PASSED AND ADOPTED by the Board of the Placentia Redevelopment Agency this 20th day of January, 2009.



GREG SOWARDS, CHAIRMAN
PLACENTIA REDEVELOPMENT AGENCY


ATTEST:


PATRICK J. MELIA, AGENCY SECRETARY

STATE OF CALIFORNIA
COUNTY OF ORANGE


I, Patrick J. Melia, Agency Secretary of the Redevelopment Agency of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the Redevelopment Agency held on the 20th day of January, 2009 by the following vote:

AYES: AGENCY MEMBERS: NELSON, UNDERHILL, YAMAGUCHI,
AGUIRRE, SOWARDS
NOES: AGENCY MEMBERS: NONE
ABSENT: AGENCY MEMBERS: NONE
ABSTAIN: AGENCY MEMBERS: NONE



PATRICK J. MELIA
AGENCY SECRETARY

APPROVED AS TO FORM



BRADLEY R. HUGIN, AGENCY COUNSEL

**PURCHASE AND SALE AGREEMENT
GRANT DEED
PROMISSORY NOTE
DEED OF TRUST**

312 SOUTH MELROSE

PURCHASE AND SALE AGREEMENT

(312 S. Melrose Street)

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is dated for identification purposes as of January 20, 2009 ("Reference Date") by and between the **PLACENTIA REDEVELOPMENT AGENCY**, a public body corporate and politic ("Buyer"), and the **CITY OF PLACENTIA**, a California municipal corporation ("Seller"). This Agreement is for acquisition by the Buyer of certain real Property hereinafter set forth in Attachment No. 1 to Exhibit "A" and is made on the basis of the following facts, intentions and understandings.

RECITALS

A. Seller is the present owner of that certain real property located in the City of Placentia, California, commonly identifiable as 312 S. Melrose Street, Placentia, California 92870, described as Assessor's Parcel No. 339-393-10, and more particularly described in Attachment No. 1 to Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

B. The Property was once improved with a parking lot, which was operated by Seller, but is currently a vacant weed-covered lot. Access to the lot from Melrose Street was eliminated when the Melrose Street underpass was constructed. Vehicular access to a small portion of the lot is still available from Main Street through an alley behind the stores on Santa Fe Avenue. The property is zoned "C-1", Neighborhood Commercial.

C. Seller desires to convey fee simple absolute title in the Property to Buyer in accordance with the terms and conditions of this Agreement, and Buyer desires to acquire the Property in accordance with this Agreement.

D. Buyer's acquisition of the Property provides an opportunity for the lot to be revitalized and for blighting influences to be eliminated. By purchasing the Property Buyer can acquire land which is necessary for the development of a parking lot to service the parking-deficient downtown area and the future Metrolink Station.

AGREEMENT

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

1. **Purchase and Sale.** Upon the terms and conditions contained herein, Buyer hereby agrees to purchase all of Seller's rights, title and interest in and to the Property together with all rights, privileges, tenements, hereditaments, rights-of-way, easements and appurtenances thereto, if any, for the Purchase Price and Seller agrees to sell, assign and convey all of Seller's right, title and interest in and to the Property by Grant Deed to Buyer.

2. **Purchase Price.** The purchase price for the Property shall be One Million Two Hundred Eighty Five Thousand Dollars (\$1,285,000) (the "Purchase Price"), evidenced by that certain Promissory Note described in Section 2.1 below and secured by that certain Deed of Trust described in Section 2.2. below.

2.1 **Promissory Note.** Buyer's obligation to pay the Purchase Price in accordance with this Agreement shall be evidenced by a Promissory Note, substantially in the form attached hereto as Exhibit "B."

2.2 **Deed of Trust.** The Promissory Note required pursuant to Section 2.1 above shall be secured by a Deed of Trust, substantially in the form attached hereto as Exhibit "C."

3. **Public Purpose.** Buyer desires to purchase the Property for a public purpose.

4. **Escrow.** The parties hereby agree to not use an escrow in connection with this Agreement.

5. **Seller's Obligations.**

On the date that this Agreement is executed by both parties (the "Effective Date"), Seller shall deliver to Buyer the following:

a. An executed and recordable Grant Deed sufficient to convey title to Buyer in substantially the form set forth in Exhibit "A"; and

b. A certification of Non-Foreign Status under the Foreign Investment Real Property Tax Act ("FIRPTA Certificate") duly executed by Seller under penalty of perjury in substantially the form attached hereto as Attachment No. 2 to Exhibit "A", setting forth Seller's address and federal tax identification number, and certifying that Seller is not a "foreign person" for purposes of Section 1445 of the Internal Revenue Code of 1986, as may be amended, and any regulation promulgated thereunder and Seller is a resident taxpayer in the State of California for purposes of Revenue and Taxation Code Sections 18805 and 26131.

6. **Buyer's Obligations.**

Buyer shall execute and deliver to the Seller the Promissory Note in substantially the form attached hereto as Exhibit "B".

Buyer shall complete a Certificate of Acceptance in substantially the form attached hereto as Attachment No. 3 to Exhibit "A" and shall affix the Certificate to the Grant Deed for recordation in the official land records of the County of Orange.

Buyer shall file and record the Grant Deed and the Deed of Trust (in that order) and any other documents reasonably requested by Seller in the official land records of the County of Orange.

7. **Representations and Warranties.**

The representations and warranties set forth herein shall continue from and after the Effective Date of this Agreement.

7.1 **Representations and Warranties of Seller.** Seller represents and warrants to Buyer as follows:

a. **Authority.** Seller is the sole owner of the Property and Seller has full right, power and lawful authority to grant, sell and convey the Property as provided herein; and,

b. **Title.** Seller, at the time of the execution of this Agreement, is seized of the Property in fee simple and is the lawful owner of and has good indefeasible title to the Property without exceptions; and,

c. **Governmental Compliance.** Seller has not received any notice from any governmental agency or authority alleging that the Property is currently in violation of any law, ordinance, rule, regulation or requirement applicable to its use and operation; and,

d. **No Conflict or Violation.** To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or constitute a default or a breach under any contract, lease, agreement or other instrument or order which affects the Property or to which Seller is a party or by which it is bound; and

e. **FIRPTA.** Seller is not a "foreign person" within the parameters of FIRPTA or any similar state statute, or is exempt from the provisions of FIRPTA or any similar state statute, or that Seller has complied and will comply with all the requirements under FIRPTA or any similar state statute.

f. **No Seller Bankruptcy.** Seller is not the subject of a bankruptcy proceeding.

7.2 **Representations and Warranties of Buyer.** Buyer represents and warrants to Seller as follows:

a. **Authority.** Buyer has full right, power and lawful authority to purchase the Property as provided herein; and,

b. **No Conflict.** Buyer's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Buyer is a party or by which it is bound.

8. **Title.**

8.1 **Delivery of Title Report.** The Buyer has obtained, at its expense, a Preliminary Title Report on the Property.

8.2 **Approval Period.** Prior to executing this Agreement, Buyer shall review and approve the Preliminary Title Report and any exceptions or exclusions contained therein. If the Preliminary Title Report contains any exceptions or exclusions that are not acceptable for any reason whatsoever, Buyer shall immediately notify Seller of those exceptions or exclusions.

9. **Loss or Damage.** Loss or damage to the Property, by fire or other casualty, occurring prior to the recordation of the Grant Deed shall be at the risk of Seller. In the event that loss or damage to the Improvements on the Property, by fire or other casualty, occurs prior to the Effective Date of this Agreement, Buyer may elect to (a) require that the Seller pay to Buyer the proceeds of any insurance which may become payable to Seller by reason thereof; or (b) reduce the total price by an amount equal to the insurance payable to Seller.

10. **Indemnification.**

10.1 **Indemnification By Seller.** Seller hereby agrees to indemnify, defend and hold Buyer harmless from and against any claims, damages, demands, liabilities, losses, judgments, expenses and attorneys' fees and/or costs resulting from any material breach of this Agreement by Seller, including, without limitation, the falsity of any representation or warranty made by Seller contained in this Agreement.

10.2 **Indemnification By Buyer.** Buyer hereby agrees to indemnify, defend and hold Seller harmless from and against any claims, damages, demands, liabilities, losses, judgments, expenses and attorneys' fees and/or costs resulting from any material breach of this Agreement by Buyer, including, without limitation, the falsity of any representation or warranty made by Buyer contained in this Agreement.

11. **General Provisions.**

11.1 **Real Estate Brokerage Commission.** Seller and Buyer each represent and warrant to the other that no broker or finder is entitled to any commission or finder's fee in connection with this transaction, and each agrees to defend and hold harmless the other from any claim to any such commission or fee resulting from any action on its part.

11.2 **Assignment.** This Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, personal representatives, successors and assigns. Buyer shall have the right to assign this Agreement or any interest or right under this Agreement without obtaining the prior written consent of Seller. The Seller may not assign any of its rights pursuant to this Agreement without the written consent of the Buyer. In no event shall any assignment relieve the assigning party of any of its obligations under this Agreement.

11.3 **Approvals and Notices.** Any approval, disapproval, demand, document or other notice ("Notice") which either party may desire to give to the other party under this Agreement must be in writing and may be given by any commercially acceptable means to the party to whom the Notice is directed at the address of the party as set forth below, or at any other address as that party may later designate by Notice. Any Notice given under this paragraph, whether personally or by mail, shall be deemed received only upon actual receipt by the intended party.

To Seller: City of Placentia
401 East Chapman Avenue
Placentia, California 92870
Attention: City Administrator

To Buyer: Placentia Redevelopment Agency
401 East Chapman Avenue
Placentia, California 92870
Attention: Executive Director

11.4 Jurisdiction and Venue. This Agreement shall be construed under the laws of the State of California in effect at the time of the signing of this Agreement. To the extent permitted by law, the parties consent to the jurisdiction of the California courts with venue in Orange County.

11.5 Titles and Captions. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or of any of its terms. References to section numbers are to sections in this Agreement, unless expressly stated otherwise.

11.6 No Waiver. A waiver by either party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

11.7 Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

11.8 Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

11.9 Time of Essence. Time is expressly made of the essence with respect to the performance by Buyer and Seller of each and every obligation and condition of this Agreement.

11.10 Cooperation. Each party agrees to cooperate with the other in the closing of this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

12. **Agreement in Total.**

12.1 Merger of Prior Agreements and Understandings. This Agreement contains the entire understanding between the parties relating to the transaction contemplated by this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and shall be of no further force or effect.

12.2 Counterparts. This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

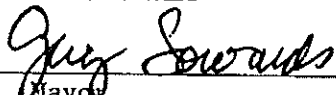
12.3 Exhibits Incorporated by Reference. All exhibits attached to this Agreement are incorporated in this Agreement by this reference. This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes six (6) pages, and three (3) Exhibits including Exhibit "A," Grant Deed, Exhibit "B," Promissory Note and Exhibit "C," Deed of Trust.

IN WITNESS WHEREOF, the Buyer and the Seller have signed this Purchase and Sale Agreement on the date set forth below.

"SELLER"

CITY OF PLACENTIA

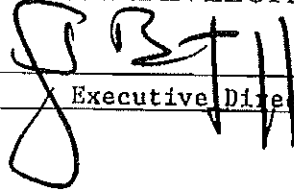
Dated: January 20, 2009

By: 
Its: Mayor

"BUYER"

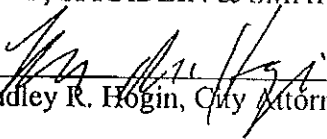
PLACENTIA REDEVELOPMENT AGENCY

Dated: January 20, 2009

By: 
Its: Executive Director

APPROVED AS TO FORM:

WOODRUFF, SPRADLIN & SMART

By: 
Bradley R. Hogan, City Attorney

LEIBOLD McCLENDON & MANN

By: Barbara Leibold, Special Agency Counsel

12.2 Counterparts. This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

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IN WITNESS WHEREOF, the Buyer and the Seller have signed this Purchase and Sale Agreement on the date set forth below.

"SELLER"

CITY OF PLACENTIA

Dated: _____

By: Greg Sowards
Its: _____

"BUYER"

PLACENTIA REDEVELOPMENT AGENCY

Dated: _____

By: J BTH
Its: _____

APPROVED AS TO FORM:

WOODRUFF, SPRADLIN & SMART

By: Bradley R. Hogan
Bradley R. Hogan, City Attorney

LEIBOLD McCLENDON & MANN

By: Barbara Leibold
Barbara Leibold, Special Agency Counsel

EXHIBIT "A"

GRANT DEED

(See Attached)

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

Placentia Redevelopment Agency
401 East Chapman Avenue
Placentia, CA 92870

NO FEE
2009000266461 12:19pm 05/27/09
112 45 002 5
0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)
(EXEMPT FROM RECORDING FEE PER GOV. CODE §6103)

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the CITY OF PLACENTIA, a California municipal corporation ("Grantor"), hereby grants to the PLACENTIA REDEVELOPMENT AGENCY, a public body, corporate and politic ("Grantee"), that certain real property commonly identifiable as 312 S. Melrose Street, Placentia, California 92870, referred to as APN 339-393-10, and more particularly described in the legal description attached hereto as ATTACHMENT NO. 1 TO EXHIBIT "A" and incorporated herein by this reference.

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12/6

IN WITNESS WHEREOF, Grantor has executed this Grant Deed on this 20th day of January, 2009

"GRANTOR"

CITY OF PLACENTIA, a California
municipal corporation

By: Greg Sowards
Greg Sowards, Mayor

ATTEST:
[Signature]
City Clerk

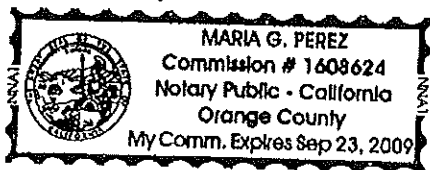
APPROVED AS TO FORM:
Woodruff, Spradlin & Smart
[Signature]
Bradley R. Hogin, City Attorney

STATE OF CALIFORNIA)
)ss
COUNTY OF Orange)

On February 23, 2009, before me, Maria G. Perez, personally appeared Charles Gregory Sowards, 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.



Maria G. Perez
Signature

EXHIBIT "A"**LEGAL DESCRIPTION OF PROPERTY****(ASSESSORS PARCEL NO. 339-393-10)**

THAT CERTAIN REAL PROPERTY SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ORANGE, CITY OF PLACENTIA, DESCRIBED AS FOLLOWS:

LOTS 11 THROUGH 17 INCLUSIVE AND WEST 40 FEET OF LOT 18 AND ALL OF LOTS 19 AND 20 IN BLOCK F TOWNSITE, AND INCLUDING ALL OF A 20 FOOT ALLEY BETWEEN LOTS 11, 12, 13, 14, 15, 16, 18, 19 AND 20 IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6 PAGE 38 OF MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY, WHICH WAS VACATED AND ABANDONED BY ORDER OF THE BOARD OF SUPERVISORS OF ORANGE COUNTY, SEPTEMBER 5, 1992, A CERTIFIED COPY OF SAID ORDER BEING RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY, IN BOOK 19, PAGE 255, MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA.

(Commonly referred to as: 312 S. Melrose Avenue, Placentia)

**ATTACHMENT NO. 2 TO
EXHIBIT "A"**

**CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)**

This is to certify that the interest in the improved real property conveyed by Grant Deed dated January 20, 2009 from the City of Placentia, a California municipal corporation ("Grantor") to the Placentia Redevelopment Agency, a public body corporate and politic ("Grantee") is hereby accepted by order of the Placentia Redevelopment Agency on January 20, 2009 and the Grantee consents to recordation thereof by its duly authorized officer.

**PLACENTIA REDEVELOPMENT
AGENCY, a public body, corporate and
politic**



Troy L. Butzlaff, Executive Director

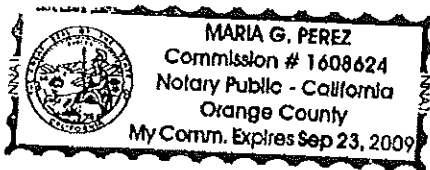
Dated: Jan. 20, 2009

STATE OF CALIFORNIA)
)ss
COUNTY OF Orange)

On February 12, 2009, before me, Maria G. Perez, personally appeared Troy L. Butchell, 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.



Maria G. Perez
Signature

**SELLER'S CERTIFICATION OF NON-FOREIGN STATUS
CHICAGO TITLE COMPANY**

To inform the **PLACENTIA REDEVELOPMENT AGENCY**, a public body, corporate and politic ("Transferee") that withholding of tax under Section 1445 of the Internal Revenue Code of 1986, as amended ("Code") will not be required upon the transfer of certain real property described as Assessor's Parcel No. 339-303-10 located in the City of Placentia, California to the Transferee by the **CITY OF PLACENTIA** ("Transferor"), the undersigned hereby certifies the following:

1. Transferor is not a nonresident alien for purposes of United States income taxation;
2. Transferor's taxpayer identifying number is 95-6000763
3. Transferor's address is

City of Placentia
401 East Chapman Avenue
Placentia, California 92870

Transferor understands that this Certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury, I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of the Transferor.

"SELLER"

Dated: 3/31/09

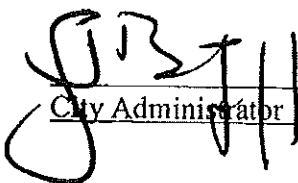
By: 
 Its: City Administrator

EXHIBIT "B"
PROMISSORY NOTE
(See Attached)

PROMISSORY NOTE SECURED BY DEED OF TRUST

NOTICE TO AGENCY: THIS NOTE CONTAINS A PROVISION FOR A BALLOON PAYMENT AT MATURITY.

\$1,285,000

Placentia, California

January 20, 2009

312 S. Melrose Street	Placentia	CA	92870
Property Address	City	State	Zip Code

FOR VALUE RECEIVED, the **PLACENTIA REDEVELOPMENT AGENCY**, a public body corporate and politic (“Agency”) promises to pay to the **CITY OF PLACENTIA**, a municipal corporation (“City”) at 401 East Chapman Avenue, Placentia, California 92870, or at such other address as City may direct from time to time in writing, the principal sum of One Million Two Hundred Eighty Five Thousand Dollars (\$1,285,000) (the “Note Amount”) in accordance with the terms of this Promissory Note (“Promissory Note”). All sums hereunder shall be payable in lawful money of the United States of America.

1. Purchase and Sale Agreement.

This Promissory Note is made and delivered pursuant to and in implementation of that Purchase and Sale Agreement by and between the City and Agency dated as of January 20, 2009 (the “Agreement”), a copy of which is on file as a public record with the City and is incorporated herein by reference. Unless definitions of terms have been expressly set out at length herein, each term shall have the same definition as set forth in the Agreement.

2. Payment of Note Amount.

Agency acknowledges and agrees that the purpose of the Agreement is to enable Agency to purchase a certain real property owned by the City.. The property, located in the Placentia Redevelopment Project Area, is blighted and in need of improvement, which the Agency will provide through activities necessary and appropriate to carry out the Redevelopment Plan.

Upon execution this Promissory Note, Agency agrees to make equal monthly interest only payments to the City in the amount of Seven Thousand Four Hundred Ninety-Five Dollars and 83/100 (\$7,495.83) (“Payments”). Payments shall be made by Agency to City on the first day of each month by Agency to City for a period of five years (the “Initial Term”). Upon the expiration of the Initial Term, the Agency shall pay City the entire unpaid principal balance of the Note Amount.

All sums payable hereunder shall be payable in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

3. **Interest Rate.**

The Note Amount shall accrue simple interest at the rate of seven percent (7%) per annum.

4. **Periodic Review of Term and Interest Rate; Amendments.**

City and Agency agree to meet and confer not less than every two years to evaluate the status of this Promissory Note and each other's financial condition. Upon the mutual agreement of City and Agency, changes to the interest rate established in Section 3 above, or the term and/or payment schedule of the Payments established in Section 2 above, or both may be made. Any such modification or other amendment shall be memorialized by a written instrument expressing the intention of both parties to be bound and executed by City and Agency which writing must be firmly and permanently attached to this Promissory Note so as to become a permanent part hereof.

5. **Security for Promissory Note.**

This Promissory Note is secured by a Deed of Trust of even date herewith, executed by Agency as Trustor in favor of the City as Trustee.

6. **Prepayment of Promissory Note.**

Agency may prepay this Promissory Note to the City in full or in part.

7. **City May Assign.**

City may, at its option, assign this Promissory Note without the necessity of obtaining the consent of the Agency.

8. **Agency Assignment Prohibited.**

In no event shall Agency assign or transfer any portion of this Promissory Note, the Note Amount and/or the Agreement without the prior express written consent of the City, which consent will not be unreasonably withheld. This Section shall not affect or diminish the City's right to assign all or any portion of its rights to the loan proceeds hereunder.

9. **Agency's Waivers.**

Agency waives any rights to require the City to: (a) demand payment of amounts due (known as "presentment"), (b) give notice that amounts due have not been paid (known as "notice of dishonor"), and (c) obtain an official certification of nonpayment (known as "protest").

10. **Notice.**

Any notice that must be given to Agency under this Promissory Note shall be given by personal delivery or by mailing it by certified mail addressed to Agency at the Property Address

above or such other address as Agency shall direct from time to time in writing. Failure or delay in giving any notice required hereunder shall not constitute a waiver of any default or late payment, nor shall it change the time for any default or payment. Any notice to Agency shall be given by certified mail at the address stated above.

11. **Successors Bound.**

This Promissory Note shall be binding upon the parties hereto and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, Agency has executed this Promissory Note.

“AGENCY”

PLACENTIA REDEVELOPMENT
AGENCY, a public body corporate and politic

Date: January 20, 2009

By: Greg Sowards
Greg Sowards, Chairman

ATTEST:

Satish J. Mehta
Agency Secretary



APPROVED AS TO FORM:
Leibold McClendon & Mann, P.C.

Barbara Leibold
Barbara Leibold, Agency Special Counsel

EXHIBIT "C"
DEED OF TRUST
(See attached)

Recorded in Official Records, Orange County
Tom Daly, Clerk-Recorder

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

The City of Placentia
401 East Chapman Avenue
Placentia, California 992870
Attention: City Administrator

NO FEE

2009000266462 12:19pm 05/27/09

112 45 D11 4

0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE
EXEMPT FROM RECORDING FEE PER GOV. CODE § 6103

DEED OF TRUST

IT
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NF

THIS DEED OF TRUST ("Deed of Trust") is made as of the 20th day of January, 2009 by and between the PLACENTIA REDEVELOPMENT AGENCY, a public body corporate and politic (the "Trustor"), whose address is 401 East Chapman Avenue, Placentia, California 92870, and the CITY OF PLACENTIA, a municipal corporation (the "Trustee/Beneficiary") whose address is 401 East Chapman Avenue, Placentia, California 92870.

WITNESSETH that Trustor grants to Trustee/Beneficiary in trust, with power of sale, Trustor's estate, dated on or about the date hereof, in certain real property located at 312 S. Melrose Street, in the City of Placentia, County of Orange, State of California, described in EXHIBIT "A" attached hereto ("Property") together with any and all improvements thereon, rents, issues and profits thereof for the purpose of securing payment of the sum of One Million Two Hundred Eighty Five Thousand Dollars (\$1,285,000) with interest thereon, if applicable, according to the terms of that certain Promissory Note of even date herewith secured by this Deed of Trust made by Trustor, payable to the order of Trustee/Beneficiary (the "Promissory Note") and extensions or renewals thereof pursuant to and in accordance with the terms of that certain Purchase and Sale Agreement by and between Trustor and Trustee/Beneficiary dated as of January 20, 2009 (the "Agreement").

To protect the security of this Deed of Trust, and with respect to the Property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
Amador	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T-3878	874	Sacramento	5039	124	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	San Bernardino	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	San Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	San Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	San Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18	San Diego					

SERIES 5 Book 1964, Page 149774

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Trustee/Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

“TRUSTOR”
 PLACENTIA REDEVELOPMENT AGENCY,
 a public body, corporate and politic
 By: Greg Sowards
 Greg Sowards, Chairman

DO NOT RECORD - Provisions Incorporated from Recorded Fictitious Deed of Trust.

A. TO PROTECT THE SECURITY HEREOF, TRUSTOR AGREES:

1. To keep said property in good condition and repair, preserve thereon the buildings, complete construction begun, restore damage or destruction, and pay the cost thereof; to commit or permit no waste, no violation of laws or covenants or conditions relating to use, alterations or improvements; to cultivate, irrigate, fertilize, fumigate, prune, and do all other acts which the character and use of said property and the estate or interest in said property secured by this Deed of Trust may require to preserve this security.

2. To provide, maintain and deliver to Trustee/Beneficiary fire insurance satisfactory to and with loss payable to Trustee/Beneficiary. The amount collected under any fire or other insurance policy may be applied by Trustee/Beneficiary upon any indebtedness secured hereby and in such order as Trustee/Beneficiary may determine, or Trustee/Beneficiary may release all or any part thereof to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Trustee/Beneficiary; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Trustee/Beneficiary may appear.

B. IT IS MUTUALLY AGREED THAT:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned to Trustee/Beneficiary, who may apply or release such moneys received by him in the same manner and with the same effect as provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Trustee/Beneficiary does not waive his right either to require payment when due of all other sums so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability therefor and without notice, upon written request of Trustee/Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee/Beneficiary may: reconvey any part of said property; consent to the making of any map thereof; join in granting any easement thereon; or join in any agreement extending or subordinating the lien or charge hereof.

4. Upon written request of Trustee/Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee/Beneficiary for cancellation and retention and upon payment of its fees, Trustee/Beneficiary shall reconvey without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as the person or persons legally entitled thereto.

5. Upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Trustee/Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee/Beneficiary of written declaration of default and demand for sale and of written notice of default and of election to cause said property to be sold, which notice Trustee shall cause to be duly filed for record. Trustee/Beneficiary also shall maintain in its official records this Deed, said note and all documents evidencing expenditures secured hereby.

Trustee/Beneficiary shall give notice of sale as then required by law, and without demand on Trustor, at least three months having elapsed after recordation of such notice of default, shall sell said property at the time and place of sale fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale.

4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Trustee/Beneficiary, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Trustee/Beneficiary being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which, in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

5. To pay immediately and without demand all sums so expended by Trustee/Beneficiary, with interest from date of expenditure at seven per cent per annum, and to pay for any statement provided for by law regarding the obligations secured hereby in the amount demanded by Trustee/Beneficiary, not exceeding the maximum amount permitted by law at the time of the request therefore.

Trustee/Beneficiary may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee/Beneficiary shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor or Trustee/Beneficiary, as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee/Beneficiary and of this Trust, including cost of evidence of title in connection with sale, Trustee/Beneficiary shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at seven per cent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

6. This Deed applies to, inures to the benefit of, and binds all parties hereto, their legal representatives and successors in interest. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

7. Trustee/Beneficiary accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee/Beneficiary is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor or Trustee/Beneficiary shall be a party unless brought by Trustee/Beneficiary.

8. The Trusts created hereby are irrevocable by Trustor.

REQUEST FOR FULL RECONVEYANCE

To be used only upon repayment of the Purchase Price.

Date _____

To: _____ Trustee/Beneficiary: _____

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by said Deed of Trust have been paid, and you are requested, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

Mail Reconveyance to:

By: _____

By: _____

Do not lose or destroy this Deed of Trust OR the Promissory Note or Agreement which it secures. Both must be delivered to the Trustee/Beneficiary before reconveyance will be made.

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

(ASSESSORS PARCEL NO. 339-393-10)

THAT CERTAIN REAL PROPERTY SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF ORANGE, CITY OF PLACENTIA, DESCRIBED AS FOLLOWS:

LOTS 11 THROUGH 17 INCLUSIVE AND WEST 40 FEET OF LOT 18 AND ALL OF LOTS 19 AND 20 IN BLOCK F TOWNSITE, AND INCLUDING ALL OF A 20 FOOT ALLEY BETWEEN LOTS 11, 12, 13, 14, 15, 16, 18, 19 AND 20 IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 6 PAGE 38 OF MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY, WHICH WAS VACATED AND ABANDONED BY ORDER OF THE BOARD OF SUPERVISORS OF ORANGE COUNTY, SEPTEMBER 5, 1992, A CERTIFIED COPY OF SAID ORDER BEING RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SAID ORANGE COUNTY, IN BOOK 19, PAGE 255, MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, CALIFORNIA.

(Commonly referred to as: 312 S. Melrose Avenue, Placentia)

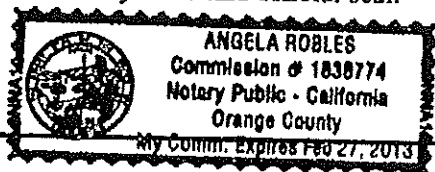
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)ss
COUNTY OF ORANGE)

On April 1, 2009, before me, Angela Robles, personally appeared Greg Sowards 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/het/their authorized capacity(ies), and that by his/het/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.



Angela Robles
SIGNATURE OF NOTARY

OPTIONAL

Although the data below is OPTIONAL, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

Capacity claimed by signer:
Description of Attached Document:
Deed of Trust
Title or Type of Document
7
Number of Pages
1-20-2009
Date of Document
NONE
Signer(s) Other Than Named Above
City of Placentia
Redevelopment Agency

**PURCHASE AND SALE AGREEMENT
GRANT DEED
PROMISSORY NOTE
DEED OF TRUST**

110 SOUTH BRADFORD

PURCHASE AND SALE AGREEMENT

(110 S. Bradford Avenue)

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is dated for identification purposes as of January 20, 2009 ("Reference Date") by and between the PLACENTIA REDEVELOPMENT AGENCY, a public body corporate and politic ("Buyer"), and the CITY OF PLACENTIA, a California municipal corporation ("Seller"). This Agreement is for acquisition by the Buyer of certain real Property hereinafter set forth in Attachment No. 1 to Exhibit "A" and is made on the basis of the following facts, intentions and understandings.

RECITALS

A. Seller is the present owner of that certain improved real property located in the City of Placentia, California, commonly identifiable as 110 S. Bradford Avenue, Placentia, California 92870, described as Assessor's Parcel No. 339-052-24, and more particularly described in Attachment No. 1 to Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

B. The Property is currently improved with a fire station operated by the Orange County Fire Authority pursuant to a Lease by and between the Orange County Fire Authority and the City for the provision of fire protection services pursuant to a Fire Protection Agreement by and between the Orange County Fire Authority and the City. The Property is currently zoned "SF-C", Santa Fe Commercial.

C. Seller desires to convey fee simple absolute title in the Property to Buyer in accordance with the terms and conditions of this Agreement, and Buyer desires to acquire the Property in accordance with this Agreement.

D. Buyer's acquisition of the Property provides an opportunity for the lot to be revitalized and blighting influences to be eliminated. Specifically, by acquiring the Property, Buyer can undertake a public safety facility expansion and seismic retrofitting of the existing fire station, which was built in the 1930's. Expanding and retrofitting the existing public safety facility will improve the level of fire protection services provided by this fire station. Moreover, Buyer's acquisition of the Property enables it to undertake repairs to mitigate deficiencies associated with the existing drainage conditions, which result in flooding during heavy rains.

AGREEMENT

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

1. **Purchase and Sale.** Upon the terms and conditions contained herein, Buyer hereby agrees to purchase all of Seller's rights, title and interest in and to the Property together with all rights, privileges, tenements, hereditaments, rights-of-way, easements and appurtenances thereto, if any, for the Purchase Price and Seller agrees to sell, assign and convey all of Seller's right, title and interest in and to the Property by Grant Deed to Buyer.

2. **Purchase Price.** The purchase price for the Property shall be Nine Hundred Eighty Five Thousand Dollars (\$985,000) (the "Purchase Price"), evidenced by that certain Promissory Note described in Section 2.1 below and secured by that certain Deed of Trust described in Section 2.2 below.

2.1 **Promissory Note.** Buyer's obligation to pay the Purchase Price in accordance with this Agreement shall be evidenced by a Promissory Note, substantially in the form attached hereto as Exhibit "B."

2.2 **Deed of Trust.** The Promissory Note required pursuant to Section 2.1 above shall be secured by a Deed of Trust, substantially in the form attached hereto as Exhibit "C." Buyer shall file and record the Deed of Trust, and any other documents reasonably requested by Seller, within three (3) business days after the Effective Date of this Agreement.

3. **Public Purpose.** Buyer desires to purchase the Property for a public purpose.

4. **Escrow.** The parties hereby agree to not use an escrow in connection with this Agreement.

5. **Seller's Obligations.**

On the date that this Agreement is executed by both parties (the "Effective Date"), Seller shall deliver to Buyer the following:

a. An executed and recordable Grant Deed sufficient to convey title to Buyer in substantially the form set forth in Exhibit "A"; and

b. A certification of Non-Foreign Status under the Foreign Investment Real Property Tax Act ("FIRPTA Certificate") duly executed by Seller under penalty of perjury in substantially the form attached hereto as Attachment No. 2 to Exhibit "A", setting forth Seller's address and federal tax identification number, and certifying that Seller is not a "foreign person" for purposes of Section 1445 of the Internal Revenue Code of 1986, as may be amended, and any regulation promulgated thereunder and Seller is a resident taxpayer in the State of California for purposes of Revenue and Taxation Code Sections 18805 and 26131.

6. **Buyer's Obligations.**

Buyer shall execute and deliver to the Seller the Promissory Note in substantially the form attached hereto as Exhibit "B".

Buyer shall complete a Certificate of Acceptance in substantially the form attached hereto as Attachment No. 3 to Exhibit "A" and shall affix the Certificate to the Grant Deed for recordation in the official land records of the County of Orange.

Buyer shall file and record the Grant Deed and the Deed of Trust (in that order) and any other documents reasonably requested by Seller in the official land records of the County of Orange.

7. Representations and Warranties.

The representations and warranties set forth herein shall continue from and after the Effective Date of this Agreement.

7.1 Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

a. **Authority.** Seller is the sole owner of the Property and Seller has full right, power and lawful authority to grant, sell and convey the Property as provided herein; and,

b. **Title.** Seller, at the time of the execution of this Agreement, is seized of the Property in fee simple and is the lawful owner of and has good indefeasible title to the Property without exceptions; and,

c. **Governmental Compliance.** Seller has not received any notice from any governmental agency or authority alleging that the Property is currently in violation of any law, ordinance, rule, regulation or requirement applicable to its use and operation; and,

d. **No Conflict or Violation.** To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or constitute a default or a breach under any contract, lease, agreement or other instrument or order which affects the Property or to which Seller is a party or by which it is bound; and

e. **FIRPTA.** Seller is not a "foreign person" within the parameters of FIRPTA or any similar state statute, or is exempt from the provisions of FIRPTA or any similar state statute, or that Seller has complied and will comply with all the requirements under FIRPTA or any similar state statute.

f. **No Seller Bankruptcy.** Seller is not the subject of a bankruptcy proceeding.

7.2 Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows:

a. **Authority.** Buyer has full right, power and lawful authority to purchase the Property as provided herein; and,

b. **No Conflict.** Buyer's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Buyer is a party or by which it is bound.

8. Title.

8.1 Delivery of Title Report. The Buyer has obtained, at its expense, a Preliminary Title Report on the Property.

8.2 **Approval Period.** Prior to executing this Agreement, Buyer shall review and approve the Preliminary Title Report and any exceptions or exclusions contained therein. If the Preliminary Title Report contains any exceptions or exclusions that are not acceptable for any reason whatsoever, Buyer shall immediately notify Seller of those exceptions or exclusions.

9. **Loss or Damage.** Loss or damage to the Property, by fire or other casualty, occurring prior to the recordation of the Grant Deed shall be at the risk of Seller. In the event that loss or damage to the Improvements on the Property, by fire or other casualty, occurs prior to the Effective Date of this Agreement, Buyer may elect to (a) require that the Seller pay to Buyer the proceeds of any insurance which may become payable to Seller by reason thereof; or (b) reduce the total price by an amount equal to the insurance payable to Seller.

10. **Indemnification.**

10.1 **Indemnification By Seller.** Seller hereby agrees to indemnify, defend and hold Buyer harmless from and against any claims, damages, demands, liabilities, losses, judgments, expenses and attorneys' fees and/or costs resulting from any material breach of this Agreement by Seller, including, without limitation, the falsity of any representation or warranty made by Seller contained in this Agreement.

11. **General Provisions.**

11.1 **Real Estate Brokerage Commission.** Seller and Buyer each represent and warrant to the other that no broker or finder is entitled to any commission or finder's fee in connection with this transaction, and each agrees to defend and hold harmless the other from any claim to any such commission or fee resulting from any action on its part.

11.2 **Assignment.** This Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, personal representatives, successors and assigns. Buyer shall have the right to assign this Agreement or any interest or right under this Agreement without obtaining the prior written consent of Seller. The Seller may not assign any of its rights pursuant to this Agreement without the written consent of the Buyer. In no event shall any assignment relieve the assigning party of any of its obligations under this Agreement.

11.3 **Approvals and Notices.** Any approval, disapproval, demand, document or other notice ("Notice") which either party may desire to give to the other party under this Agreement must be in writing and may be given by any commercially acceptable means to the party to whom the Notice is directed at the address of the party as set forth below, or at any other address as that party may later designate by Notice. Any Notice given under this paragraph, whether personally or by mail, shall be deemed received only upon actual receipt by the intended party.

To Seller: City of Placentia
401 East Chapman Avenue
Placentia, California 92870
Attention: City Administrator

To Buyer: Placentia Redevelopment Agency
401 East Chapman Avenue
Placentia, California 92870
Attention: Executive Director

11.4 Jurisdiction and Venue. This Agreement shall be construed under the laws of the State of California in effect at the time of the signing of this Agreement. To the extent permitted by law, the parties consent to the jurisdiction of the California courts with venue in Orange County.

11.5 Titles and Captions. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or of any of its terms. References to section numbers are to sections in this Agreement, unless expressly stated otherwise.

11.6 No Waiver. A waiver by either party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

11.7 Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party.

11.8 Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

11.9 Time of Essence. Time is expressly made of the essence with respect to the performance by Buyer and Seller of each and every obligation and condition of this Agreement.

11.10 Cooperation. Each party agrees to cooperate with the other in the closing of this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.

12. Agreement in Total.

12.1 Merger of Prior Agreements and Understandings. This Agreement contains the entire understanding between the parties relating to the transaction contemplated by this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and shall be of no further force or effect.

12.2 Counterparts. This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

12.3 Exhibits Incorporated by Reference. All exhibits attached to this Agreement are incorporated in this Agreement by this reference. This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes six (6) pages, and three (3) Exhibits including Exhibit "A," Grant Deed, Exhibit "B," Promissory Note and Exhibit "C," Deed of Trust.

IN WITNESS WHEREOF, the Buyer and the Seller have signed this Purchase and Sale Agreement on the date set forth below.

"SELLER"

CITY OF PLACENTIA

Dated: January 20, 2009

By: [Signature]
Its: Mayor

"BUYER"

PLACENTIA REDEVELOPMENT AGENCY

Dated: January 20, 2009

By: [Signature]
Its: Executive Director

APPROVED AS TO FORM:

WOODRUFF, SPRADLIN & SMART

By: [Signature]
Bradley R. Hogan, City Attorney

LEIBOLD McLENDON & MANN

By: Barbara Leibold, Special Agency Counsel

12.2 Counterparts. This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

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IN WITNESS WHEREOF, the Buyer and the Seller have signed this Purchase and Sale Agreement on the date set forth below.

"SELLER"

CITY OF PLACENTIA

Dated: _____

By: *Guy Souders*
Its: _____

"BUYER"

PLACENTIA REDEVELOPMENT AGENCY

Dated: _____

By: *[Signature]*
Its: _____

APPROVED AS TO FORM:

WOODRUFF, SPRADLIN & SMART

By: *[Signature]*
Bradley R. Hogin, City Attorney

LEIBOLD McCLENDON & MANN

By: *[Signature]*
Barbara Leibold, Special Agency Counsel

EXHIBIT "A"

GRANT DEED

(See Attached)

Recorded in Official Records, Orange County
Tom Daly, Clerk-Recorder

NO FEE

2009000269783 09:53am 05/28/09

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RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

Placentia Redevelopment Agency
401 East Chapman Avenue
Placentia, CA 92870
Attn: Executive Director

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)
(EXEMPT FROM RECORDING FEE PER GOV. CODE §6103)

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the CITY OF PLACENTIA, a California municipal corporation ("Grantor"), hereby grants to the PLACENTIA REDEVELOPMENT AGENCY, a public body, corporate and politic ("Grantee"), that certain real property commonly identifiable as 110 S. Bradford Avenue, Placentia, California 92870, referred to as APN No. 339-052-24, and more particularly described in the legal description attached hereto as Attachment No. 1 to Exhibit "A" and incorporated herein by this reference.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed on this 20th day of January, 2009.

"GRANTOR"

CITY OF PLACENTIA, a California
municipal corporation

By: Greg Sowards
Greg Sowards, Mayor

ATTEST:

Daniel J. Inehi
City Clerk

APPROVED AS TO FORM:
Woodruff, Spradlin & Smart

Bradley R. Hogin
Bradley R. Hogin, City Attorney

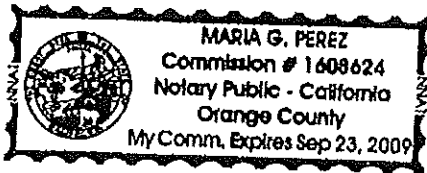
2019

STATE OF CALIFORNIA)
)ss
 COUNTY OF Orange)

On February 23, 2009, before me, Maria G. Perez, personally appeared Charles Gregory Sowards, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~is~~ 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.



Maria G. Perez
 Signature

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

(ASSESSORS PARCEL NO. 339-052-24)

THAT CERTAIN REAL PROPERTY SITUATED IN THE STATE OF CALIFORNIA,
COUNTY OF ORANGE, CITY OF PLACENTIA, DESCRIBED AS:

PARCEL 1 OF PARCEL MAP 85-378 AS PER MAP SHOWN IN BOOK 208,
PAGES 13 AND 14, INCLUSIVE, OF PARCEL MAPS IN THE OFFICE OF
THE COUNTY RECORDER OF SAID ORANGE COUNTY.

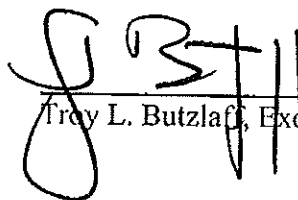
(Commonly referred to as: 110 S. Bradford Avenue, Placentia)

**ATTACHMENT NO. 2 TO
EXHIBIT "A"**

**CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)**

This is to certify that the interest in the improved real property conveyed by Grant Deed dated January 20, 2009 from the City of Placentia, a California municipal corporation ("Grantor") to the Placentia Redevelopment Agency, a public body corporate and politic ("Grantee") is hereby accepted by order of the Placentia Redevelopment Agency on January 20, 2009 and the Grantee consents to recordation thereof by its duly authorized officer.

**PLACENTIA REDEVELOPMENT
AGENCY, a public body, corporate and
politic**



A handwritten signature in black ink, appearing to read 'Troy L. Butzlaff', is written over a horizontal line. The signature is stylized with a large 'T' and 'B'.

Troy L. Butzlaff, Executive Director

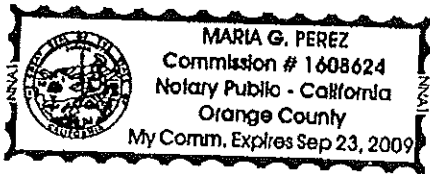
Dated: Jan. 20, 2009

STATE OF CALIFORNIA)
)ss
COUNTY OF Orange)

On February 12, 2009, before me, Maria G. Perez, personally appeared Troy L. Buttsff, 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.



Maria G. Perez
Signature

**SELLER'S CERTIFICATION OF NON-FOREIGN STATUS
CHICAGO TITLE COMPANY**

To inform the **PLACENTIA REDEVELOPMENT AGENCY**, a public body, corporate and politic ("Transferee") that withholding of tax under Section 1445 of the Internal Revenue Code of 1986, as amended ("Code") will not be required upon the transfer of certain real property described as Assessor's Parcel No. 339-052-24 located in the City of Placentia, California to the Transferee by the **CITY OF PLACENTIA** ("Transferor"), the undersigned hereby certifies the following:

1. Transferor is not a nonresident alien for purposes of United States income taxation;
2. Transferor's taxpayer identifying number is 95-6000763
3. Transferor's address is

City of Placentia
401 East Chapman Avenue
Placentia, California 92870

Transferor understands that this Certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury, I declare that I have examined this Certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of the Transferor.

"SELLER"

Dated: 3/31/09

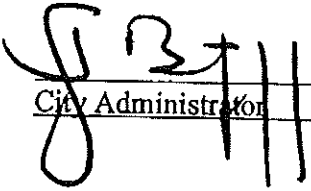
By: 
Its: City Administrator

EXHIBIT "B"

PROMISSORY NOTE

(See Attached)

PROMISSORY NOTE SECURED BY DEED OF TRUST

NOTICE TO AGENCY: THIS NOTE CONTAINS A PROVISION FOR A BALLOON PAYMENT AT MATURITY.

\$985,000

Placentia, California

January 20, 2009

<u>110 S. Bradford Avenue</u>	<u>Placentia</u>	<u>CA</u>	<u>92870</u>
Property Address	City	State	Zip Code

FOR VALUE RECEIVED, the **PLACENTIA REDEVELOPMENT AGENCY**, a public body corporate and politic ("Agency") promises to pay to the **CITY OF PLACENTIA**, a municipal corporation ("City") at 401 East Chapman Avenue, Placentia, California 92870, or at such other address as City may direct from time to time in writing, the principal sum of Nine Hundred Eighty Five Thousand Dollars (\$985,000) (the "Note Amount") in accordance with the terms of this Promissory Note ("Promissory Note"). All sums hereunder shall be payable in lawful money of the United States of America.

1. Purchase and Sale Agreement.

This Promissory Note is made and delivered pursuant to and in implementation of that Purchase and Sale Agreement by and between the City and Agency dated as of January 20, 2009 (the "Agreement"), a copy of which is on file as a public record with the City and is incorporated herein by reference. Unless definitions of terms have been expressly set out at length herein, each term shall have the same definition as set forth in the Agreement.

2. Payment of Note Amount.

Agency acknowledges and agrees that the purpose of the Agreement is to enable Agency to purchase a certain real property owned by the City and which property is improved with a fire station. The property, located in the Placentia Redevelopment Project Area, is blighted and in need of improvement, which the Agency will provide through activities necessary and appropriate to carry out the Redevelopment Plan.

Upon execution this Promissory Note, Agency agrees to make equal monthly interest only payments to the City in the amount of Five Thousand Seven Hundred Forty-Five Dollars and 83/100 (\$5,745.83) ("Payments"). Payments shall be made by Agency to City on the first day of each month by Agency to City for a period of five years (the "Initial Term"). Upon the expiration of the Initial Term, the Agency shall pay City the entire unpaid principal balance of the Note Amount.

All sums payable hereunder shall be payable in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

3. **Interest Rate.**

The Note Amount shall accrue simple interest at the rate of seven percent (7%) per annum.

4. **Periodic Review of Term and Interest Rate.**

City and Agency agree to meet and confer not less than every two years to evaluate the status of this Promissory Note and each other's financial condition. Upon the mutual agreement of City and Agency, changes to the interest rate established in Section 3 above, or the term and/or payment schedule of the Payments established in Section 2 above, or both may be made. Any such modification or other amendment shall be memorialized by a written instrument expressing the intention of both parties to be bound and executed by City and Agency which writing must be firmly and permanently attached to this Promissory Note so as to become a permanent part hereof.

5. **Security for Promissory Note.**

This Promissory Note is secured by a Deed of Trust of even date herewith, executed by Agency as Trustor in favor of the City as Trustee.

6. **Prepayment of Promissory Note.**

Agency may prepay this Promissory Note to the City in full or in part.

7. **City May Assign.**

City may, at its option, assign this Promissory Note without the necessity of obtaining the consent of the Agency.

8. **Agency Assignment Prohibited.**

In no event shall Agency assign or transfer any portion of this Promissory Note, the Note Amount and/or the Agreement without the prior express written consent of the City, which consent will not be unreasonably withheld. This Section shall not affect or diminish the City's right to assign all or any portion of its rights to the loan proceeds hereunder.

9. **Agency's Waivers.**

Agency waives any rights to require the City to: (a) demand payment of amounts due (known as "presentment"), (b) give notice that amounts due have not been paid (known as "notice of dishonor"), and (c) obtain an official certification of nonpayment (known as "protest").

10. **Notice.**

Any notice that must be given to Agency under this Promissory Note shall be given by personal delivery or by mailing it by certified mail addressed to Agency at the Property Address

above or such other address as Agency shall direct from time to time in writing. Failure or delay in giving any notice required hereunder shall not constitute a waiver of any default or late payment, nor shall it change the time for any default or payment. Any notice to Agency shall be given by certified mail at the address stated above.

11. **Successors Bound.**

This Promissory Note shall be binding upon the parties hereto and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, Agency has executed this Promissory Note.

“AGENCY”

PLACENTIA REDEVELOPMENT
AGENCY, a public body corporate and politic

Date: January 20, 2009

By: Greg Sowards
Greg Sowards, Chairman

ATTEST:

Satish J. Mehta
Agency Secretary



APPROVED AS TO FORM:
Leibold McClendon & Mann, P.C.

Barbara Leibold
Barbara Leibold, Agency Special Counsel

EXHIBIT "C"

DEED OF TRUST

(See attached)

Recorded in Official Records, Orange County
Tom Daly, Clerk-Recorder

NO FEE

2009000269784 09:53am 05/28/09

200 32 D11 4

0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

The City of Placentia
401 East Chapman Avenue
Placentia, California 992870
Attention: City Administrator

)
)

SPACE ABOVE THIS LINE FOR RECORDER'S USE
EXEMPT FROM RECORDING FEE PER GOV. CODE § 6103

DEED OF TRUST

THIS DEED OF TRUST ("Deed of Trust") is made as of the 20th day of January, 2009 by and between the PLACENTIA REDEVELOPMENT AGENCY, a public body corporate and politic (the "Trustor"), whose address is 401 East Chapman Avenue, Placentia, California 92870, and the CITY OF PLACENTIA, a municipal corporation (the "Trustee/Beneficiary") whose address is 401 East Chapman Avenue, Placentia, California 92870.

WITNESSETH that Trustor grants to Trustee/Beneficiary in trust, with power of sale, Trustor's estate, dated on or about the date hereof, in certain improved real property located at 110 S. Bradford Avenue, in the City of Placentia, County of Orange, State of California, described in EXHIBIT "A" attached hereto ("Property") together with any and all improvements thereon, rents, issues and profits thereof, for the purpose of securing payment of the sum of Nine Hundred Eighty Five Thousand Dollars (\$985,000) with interest thereon, if applicable, according to the terms of that certain Promissory Note of even date herewith secured by this Deed of Trust made by Trustor, payable to the order of Trustee/Beneficiary (the "Promissory Note") and extensions or renewals thereof pursuant to and in accordance with the terms of that certain Purchase and Sale Agreement by and between Trustor and Trustee/Beneficiary dated as of January 20, 2009 (the "Agreement").

To protect the security of this Deed of Trust, and with respect to the Property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

IT
40
OF

169

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
Amador	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T-3878	874	Sacramento	5039	124	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	San Bernardino	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	San Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	San Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	San Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Gleann	469	76	Mono	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18	San Diego	SERIES 5 Book 1964, Page 149774				

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Trustee/Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

"TRUSTOR"

PLACENTIA REDEVELOPMENT AGENCY,
a public body, corporate and politic

By:

Greg Sowards
Greg Sowards, Chairman

DO NOT RECORD - Provisions incorporated from Recorded Fictitious Deed of Trust.

A. TO PROTECT THE SECURITY HEREOF, TRUSTOR AGREES:

1. To keep said property in good condition and repair, preserve thereon the buildings, complete construction begun, restore damage or destruction, and pay the cost thereof; to commit or permit no waste, no violation of laws or covenants or conditions relating to use, alterations or improvements; to cultivate, irrigate, fertilize, fumigate, prune, and do all other acts which the character and use of said property and the estate or interest in said property secured by this Deed of Trust may require to preserve this security.

2. To provide, maintain and deliver to Trustee/Beneficiary fire insurance satisfactory to and with loss payable to Trustee/Beneficiary. The amount collected under any fire or other insurance policy may be applied by Trustee/Beneficiary upon any indebtedness secured hereby and in such order as Trustee/Beneficiary may determine, or Trustee/Beneficiary may release all or any part thereof to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Trustee/Beneficiary; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Trustee/Beneficiary may appear.

B. IT IS MUTUALLY AGREED THAT:

1. Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned to Trustee/Beneficiary, who may apply or release such moneys received by him in the same manner and with the same effect as provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Trustee/Beneficiary does not waive his right either to require payment when due of all other sums so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability therefor and without notice, upon written request of Trustee/Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee/Beneficiary may: reconvey any part of said property; consent to the making of any map thereof; join in granting any easement thereon; or join in any agreement extending or subordinating the lien or charge hereof.

4. Upon written request of Trustee/Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee/Beneficiary for cancellation and retention and upon payment of its fees, Trustee/Beneficiary shall reconvey without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as the person or persons legally entitled thereto.

5. Upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Trustee/Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee/Beneficiary of written declaration of default and demand for sale and of written notice of default and of election to cause said property to be sold, which notice Trustee/Beneficiary shall cause to be duly filed for record. Trustee/Beneficiary also shall maintain in its official records this Deed, said note and all documents evidencing expenditures secured hereby.

Trustee/Beneficiary shall give notice of sale as then required by law, and without demand on Trustor, at least three months having elapsed after recordation of such notice of default, shall sell said property at the time and place of sale fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale.

4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Trustee/Beneficiary, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Trustee/Beneficiary being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Trustee/Beneficiary; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

5. To pay immediately and without demand all sums so expended by Trustee/Beneficiary, with interest from date of expenditure at seven per cent per annum, and to pay for any statement provided for by law regarding the obligations secured hereby in the amount demanded by Trustee/Beneficiary, not exceeding the maximum amount permitted by law at the time of the request therefore.

Trustee/Beneficiary may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee/Beneficiary shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor or Trustee/Beneficiary, as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee/Beneficiary and of this Trust, including cost of evidence of title in connection with sale, Trustee/Beneficiary shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at seven per cent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

6. This Deed applies to, inures to the benefit of, and binds all parties hereto, their legal representatives and successors in interest. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

7. Trustee/Beneficiary accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee/Beneficiary is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor or Trustee/Beneficiary shall be a party unless brought by Trustee/Beneficiary.

8. The Trusts created hereby are irrevocable by Trustor.

REQUEST FOR FULL RECONVEYANCE

To be used only upon repayment of the Purchase Price.

Date _____

To: _____ Trustee/Beneficiary: _____

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by said Deed of Trust have been paid, and you are requested, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

Mail Reconveyance to:

By: _____

By: _____

Do not lose or destroy this Deed of Trust OR the Promissory Note or Agreement which it secures. Both must be delivered to the Trustee/Beneficiary before reconveyance will be made.

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

(ASSESSORS PARCEL NO. 339-052-24)

THAT CERTAIN REAL PROPERTY SITUATED IN THE STATE OF CALIFORNIA,
COUNTY OF ORANGE, CITY OF PLACENTIA, DESCRIBED AS:

PARCEL 1 OF PARCEL MAP 85-378 AS PER MAP SHOWN IN BOOK 208,
PAGES 13 AND 14, INCLUSIVE, OF PARCEL MAPS IN THE OFFICE OF
THE COUNTY RECORDER OF SAID ORANGE COUNTY.

(Commonly referred to as: 110 S. Bradford Avenue, Placentia)

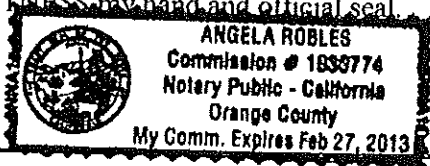
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)ss
 COUNTY OF ORANGE)

On April 1, 2009, before me, Angela Robles, personally appeared Gina Sowards, 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/het/their authorized capacity(ies), and that by his/het/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.



Angela Robles
 SIGNATURE OF NOTARY

OPTIONAL

Although the data below is OPTIONAL, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

<p>Capacity claimed by signer:</p> <p><input type="checkbox"/> Individual <input type="checkbox"/> Corporate Officer(s) <input type="checkbox"/> Partner(s) <input type="checkbox"/> General <input type="checkbox"/> Limited <input type="checkbox"/> Attorney-in-fact <input type="checkbox"/> Trustee/Beneficiary(s) <input type="checkbox"/> Guardian/Conservator <input checked="" type="checkbox"/> Other:</p> <p>Signer is representing: Name of Person(s) or Entity(ies) <u>City of Placentia</u> <u>Redevelopment Agency</u></p>	<p>Description of Attached Document:</p> <p><u>Deed of Trust</u> Title or Type of Document</p> <p><u>7</u> Number of Pages</p> <p><u>1-20-2009</u> Date of Document</p> <p><u>NONE</u> Signer(s) Other Than Named Above</p>
---	--

AFFIDAVIT OF PUBLICATION

STATE OF CALIFORNIA,)
) ss.
County of Orange)

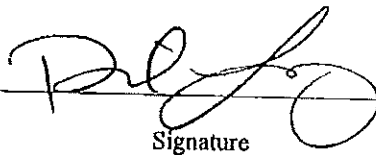
I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the **Placentia News-Times**, a newspaper that has been adjudged to be a newspaper of general circulation by the Superior Court of the County of Orange, State of California, on October 26, 1982, Case No. A-2665 in and for the City of Placentia, County of Orange, State of California; that the notice, of which the annexed is a true printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

January 8, 15, 2009

"I certify (or declare) under the penalty of perjury under the laws of the State of California that the foregoing is true and correct":

Executed at Santa Ana, Orange County, California, on

Date: January 15, 2009



Signature

Placentia News-Times
625 N. Grand Ave.
Santa Ana, CA 92701
(714) 796-2209

PROOF OF PUBLICATION

Proof of Publication of _____

Paste Clipping of
Notice
SECURELY
In This Space

NOTICE OF JOINT PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Placentia and the Placentia Redevelopment Agency will hold a joint public hearing in the City Council Chambers at Placentia City Hall, located at 401 East Chapman Avenue, Placentia, California, on Tuesday, January 20, 2009 at 7:00 p.m., or as soon thereafter as the matter can be heard, to consider the expenditure of Agency funds to purchase two city-owned properties commonly known as 110 South Bradford Avenue and 312 South Melrose Street, Placentia, CA.

If you challenge the City's and/or Agency's action in connection with the expenditure of Agency funds to purchase these properties you may be limited to raising only those issues raised by you or someone else at the public hearing described in this notice, or in written correspondence delivered to the City Council and/or Redevelopment Agency at, or prior to, the public hearing.

ALL INTERESTED PERSONS are invited to attend this hearing and express opinions upon the items listed above, or to submit written comments to the City Council and/or Redevelopment Agency prior to the hearing date.

FURTHER INFORMATION on this item may be obtained by contacting the City Clerk at (714) 993-8217. All agenda materials are available for review.

DATE: December 29, 2008

PUBLISH: January 8, 2009
January 15, 2009 Placentia News Times
9034822

LEIBOLD McCLENDON & MANN

A PROFESSIONAL CORPORATION

23422 MILL CREEK DRIVE, SUITE 105

LAGUNA HILLS, CALIFORNIA 92653

(949) 457-6300

FAX: (949) 457-6305

March 12, 2009

VIA E-MAIL & OVERNITE EXPRESS

Katie Wilson
Placentia Redevelopment Agency
401 East Chapman Avenue
Placentia, CA 92870

Re: *City Property Acquisitions*

Katie:

Enclosed are a Grant Deed, Deed of Trust, Certificate of Acceptance, Seller's Certification and Promissory Note for each of the 312 S. Melrose and 110 S. Bradford transactions.

The Mayor, City Clerk and City Attorney must sign both Grant Deeds. The Mayor's signature must be notarized. Troy's signature on the Certificates of Acceptance must also be notarized. The Deeds of Trust must be signed by the Agency Chairman and his signature must be notarized. For your convenience, we have flagged signature lines.

A legal descriptions of the applicable property (312 S. Melrose or 110 S. Bradford) must be attached to each Grant Deed and Deed of Trust. Please substitute a copy of the property legal description labeled "Exhibit A - Legal Description" for the placeholder called "Exhibit A" to each Grant Deed and each Deed of Trust. I have flagged the placeholder page as well.

The (1) Grant Deeds with the Certificates of Acceptance, and (2) the Deeds of Trust should be recorded in the County Recorder's office in that order.

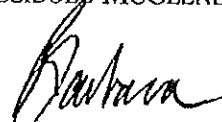
The Promissory Notes must be signed by the Agency Chairman and the Agency Secretary. I have signed as to form. The City Administrator, must sign the Seller's Certifications. These documents are not recorded. They should be maintained in the Agency's permanent file with the fully executed Purchase and Sale Agreements, authorizing Resolutions and related Agenda materials.

Katie Wilson
RE: City Property Acquisitions
March 12, 2009
Page 2 of 2

If you have any questions or concerns, please do not hesitate to contact me. My direct dial line is (949) 457-6312 and my email address is Barbara@CEQA.com.

Very truly yours,

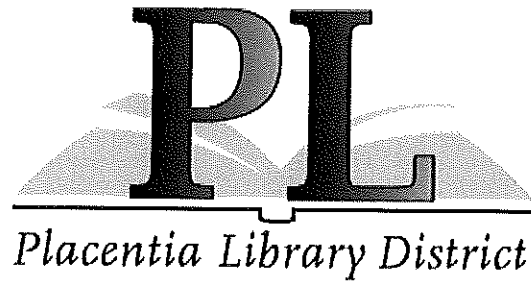
LEIBOLD McCLENDON & MANN, P.C.



Barbara Leibold
Special Agency Counsel

Enclosures

cc: Troy Butzlaff (w/o enclosures)



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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Jeanette Contreras, Library Director

SUBJECT: Selection of Date and Time for Regular Board Meetings for 2017: A Resolution of the Board of Trustees of the Placentia Library District of Orange County to Establish the Board of Trustee Regular Meeting Dates for Calendar Year 2017.

DATE: December 19, 2016

BACKGROUND

The current date and time is the third Monday of each month at 6:30 p.m.

Below are the 2017 observed Federal Holidays:

Monday, January 2*	New Year's Day
Monday, January 16	Birthday of Martin Luther King, Jr.
Monday, February 20	Washington's Birthday
Monday, May 29	Memorial Day
Tuesday, July 4	Independence Day
Monday, September 4	Labor Day
Monday, October 9	Columbus Day
Friday, November 10*	Veterans Day
Thursday, November 23	Thanksgiving Day
Monday, December 25	Christmas Day

The Library currently observes all the above holidays with the exception of:

- Martin Luther King, Jr. January 16
- Columbus Day October 9

At the November 21, 2016 Library Board of Trustees meeting, it was decided that the January and February meetings will be held January 25th and February 22nd, respectively.

* Library will be closed on Sunday, January 1, 2017 and Saturday, November 11, 2017 for the New Year's and Veterans holidays, respectively.

Please refer to Attachment A for recommended dates.

Attachment B is Resolution 16-13: A Resolution of the Board of Trustees of the Placentia Library District of Orange County to Establish the Board of Trustee Regular Meeting Dates for Calendar Year 2017.

RECOMMENDATIONS

1. Determine the regular meeting dates and time for 2017.
2. Read Resolution 16-13 by Title only: A Resolution of the Board of Trustees of the Placentia Library District of Orange County to Establish the Board of Trustee Regular Meeting Dates for Calendar Year 2017.
3. Adopt Resolution 16-13.

PLACENTIA LIBRARY BOARD MEETING CALENDAR

January 2017 – December 2017

MONTH	DATE	TIME	LOCATION
January (fourth Wednesday)	25*	6:30 p.m.	Community Meeting Room
February (fourth Wednesday)	22*	6:30 p.m.	Community Meeting Room
March	20	6:30 p.m.	Community Meeting Room
April	17	6:30 p.m.	Community Meeting Room
May	15	6:30 p.m.	Community Meeting Room
June	19	6:30 p.m.	Community Meeting Room
July	17	6:30 p.m.	Community Meeting Room
August	21	6:30 p.m.	Community Meeting Room
September	18	6:30 p.m.	Community Meeting Room
October	16	6:30 p.m.	Community Meeting Room
November	20	6:30 p.m.	Community Meeting Room
December	18	6:30 p.m.	Community Meeting Room

RESOLUTION 16-13

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
PLACENTIA LIBRARY DISTRICT OF ORANGE COUNTY
TO ESTABLISH THE BOARD OF TRUSTEES REGULAR MEETING DATES
FOR CALENDAR YEAR 2017**

WHEREAS, Placentia Library District is an independent special library district established under the provisions of California Education Code Sections 19600-19664;

WHEREAS, Section 54954 of the Government Code of the State of California requires that the Board of Library Trustees shall provide, by ordinance, resolution, bylaws, or by whatever other rule is required for the conduct of business by that body, the time and place for holding regular meetings;

BE IT RESOLVED, that the Placentia Library District of Orange County Board Of Trustees establishes the third Monday of each month at 6:30 P.M., except for established dates of January 25 and February 22, 2017, as the Regular Board Meetings for Calendar Year 2017, dated December 19, 2016.

AYES:

NOES:

ABSENT:

ABSTAIN:

State of California)

)ss.

County of Orange)

I, Jo-Anne Martin, Secretary of the Board of Trustees of the Placentia Library District Of Orange County hereby certify that the above and foregoing Resolution was duly and regularly adopted by the Board of Trustees at a Regular Meeting hereof held on the Nineteenth day of December 2016.

IN WITNESS THEREOF, I have hereunto set my hand and seal this Nineteenth day of December 2016.

Jo-Anne Martin, Secretary
Placentia Library District Board of Trustees

PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Jeanette Contreras, Library Director

SUBJECT: **Adoption of Resolution 16-14: A Resolution of the Board of Trustees of the Placentia Library District of Orange County to Certify the Appointments for the Office of Trustee of the Placentia Library District; Administration of the Oath of Office; Reorganization of the Placentia Library District Board**

DATE: December 19, 2016

BACKGROUND

On December 6, 2016, Orange County Registrar of Voters Neal Kelley issued the Certificate of Appointment in Lieu of Election to Gayle Carline, Richard DeVecchio, and Elizabeth Minter to a four-year term to the Placentia Library Board of Trustee. A resolution certifying the appointment is submitted for Board adoption. The appointment will also be entered into the Board minutes as required by law.

Subsequent to the administration of Oath of Office and presentation of Certificates of Appointment, the Library Board of Trustees will select one member to serve as Board President and another as Board Secretary. Current incumbents are Gayle Carline, Board President and Jo-Anne Martin, Board Secretary.

Attachment A is Resolution 16-14.

Attachment B is the Certificate of Appointment in Lieu of Election.

Attachment C is the Staff Report for the Appointment of District Officers in Lieu of Election.

Attachment D is the Oath of Office.

RECOMMENDATIONS

1. Adopt Resolution 16-14: A Resolution of the Board of Trustees of the Placentia Library District of Orange County to Certify the Appointments for the Office of Trustee of the Placentia Library District;
2. Direct the Library Director to administer the Oath of Office to the Library Board members as appointed and present Certificate of Appointment;
3. Reorganize the Placentia Library District and by motion select the Board President and Board Secretary;
4. Roll Call.

RESOLUTION 16-14

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE PLACENTIA LIBRARY
DISTRICT OF ORANGE COUNTY TO CERTIFY THE APPOINTMENTS FOR THE
OFFICE OF TRUSTEE OF THE PLACENTIA LIBRARY DISTRICT**

WHEREAS, three seats in the Placentia Library District were up for election in the Presidential General Election held on November 8, 2016;

WHEREAS, on December 6, 2016, Orange County Registrar of Voters, Neal Kelley certified the appointments of Gayle Carline, Richard DeVecchio, and Elizabeth Minter for the office of Trustee of the Placentia Library District;

WHEREAS, the appointments in lieu of election will support compliance with Elections Code Section 10515;

BE IT RESOLVED, that the Placentia Library District of Orange County Board of Trustees, does resolve, declare, determine that Gayle Carline, Richard DeVecchio, and Elizabeth Minter have been certified to serve a four-year term of office for the Placentia Library District.

AYES:

NOES:

ABSENT:

ABSTAIN:

State of California)
)ss.

County of Orange)

I, Jo-Anne Martin, Secretary of the Board of Trustees of the Placentia Library District of Orange County hereby certify that the above and foregoing Resolution was duly and regularly adopted by the Board of Trustees at a Regular Meeting hereof held on the Nineteenth day of December 2016.

IN WITNESS THEREOF, I have hereunto set my hand and seal this Nineteenth day of December 2016.

Jo-Anne Martin, Secretary
Placentia Library District Board of Trustees

**CERTIFICATE OF APPOINTMENT
IN LIEU OF ELECTION**

STATE OF CALIFORNIA)
)ss.
 COUNTY OF ORANGE)

I, Neal Kelley, Registrar of Voters of Orange County, do hereby certify that Richard Devecchio, whose address is 619 Cooper Drive, Placentia, CA 92870, was the only nominee for the office of Trustee of the PLACENTIA LIBRARY DISTRICT. Pursuant to California Elections Code section 10515, Richard Devecchio will be appointed to this position by the Orange County Board of Supervisors, in lieu of election and shall be seated at the organizational meeting of the board. This term of office ends December 4, 2020.

WITNESS my hand and Official Seal this 6th day of December, 2016.



NEAL KELLEY
 Registrar of Voters
 Orange County

**CERTIFICATE OF APPOINTMENT
IN LIEU OF ELECTION**

STATE OF CALIFORNIA)
)ss.
COUNTY OF ORANGE)

I, Neal Kelley, Registrar of Voters of Orange County, do hereby certify that Gayle Carline, whose address is 706 Hollyhock Lane, Placentia, CA 92870 was the only nominee for the office of Trustee of the PLACENTIA LIBRARY DISTRICT. Pursuant to California Elections Code section 10515, Gayle Carline will be appointed to this position by the Orange County Board of Supervisors, in lieu of election and shall be seated at the organizational meeting of the board. This term of office ends December 4, 2020.

WITNESS my hand and Official Seal this 6th day of December, 2016.



A handwritten signature in black ink, appearing to read "Neal Kelley".

NEAL KELLEY
Registrar of Voters
Orange County

**CERTIFICATE OF APPOINTMENT
IN LIEU OF ELECTION**

STATE OF CALIFORNIA)

)ss.

COUNTY OF ORANGE)

I, Neal Kelley, Registrar of Voters of Orange County, do hereby certify that Elizabeth Minter, whose address is 539 Gardenia Ave., Placentia, CA 92870 was the only nominee for the office of Trustee of the PLACENTIA LIBRARY DISTRICT. Pursuant to California Elections Code section 10515, Elizabeth Minter will be appointed to this position by the Orange County Board of Supervisors, in lieu of election and shall be seated at the organizational meeting of the board. This term of office ends December 4, 2020.

WITNESS my hand and Official Seal this 6th day of December, 2016.



A handwritten signature in black ink, which appears to read "Neal Kelley".

NEAL KELLEY
Registrar of Voters
Orange County



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AGENDA STAFF REPORT

ASR Control 16-001304

MEETING DATE: 11/22/16
LEGAL ENTITY TAKING ACTION: Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S): All Districts
SUBMITTING AGENCY/DEPARTMENT: Registrar of Voters (Approved)
DEPARTMENT CONTACT PERSON(S): Neal Kelley (714) 567-5139
Molly Yriarte (714) 567-5126

SUBJECT: Appointment of District Officers in Lieu of Election (Various Districts)

CEO CONCUR Concur	COUNTY COUNSEL REVIEW N/A	CLERK OF THE BOARD Consent Calendar 3 Votes Board Majority
-----------------------------	-------------------------------------	---

Budgeted: N/A **Current Year Cost:** N/A **Annual Cost:** N/A

Staffing Impact: No **# of Positions:** **Sole Source:** N/A

Current Fiscal Year Revenue: N/A

Funding Source: N/A

County Audit in last 3 years: No

Prior Board Action: N/A

RECOMMENDED ACTION(S):

Appoint in lieu of election the persons on the attached list to offices for which they filed a Declaration of Candidacy. Appointees will take office as stated on the attached list.

SUMMARY:

Appointment of persons in lieu of election to the respective elective offices in each district will support compliance with Elections Code Section 10515.

BACKGROUND INFORMATION:

The Registrar of Voters certifies the number of persons filing a Declaration of Candidacy for the elective offices in the districts on the attached list is equal to the number of positions to be filled in each district for the November 8, 2016 Presidential General Election. The Registrar of Voters further requests the Board of Supervisors to appoint in lieu of election the nominees, under their jurisdiction, to the respective elective offices in accordance with the provisions of Elections Code Section 10515. For the November 8, 2016 Presidential General Election, the offices under the Board of Supervisors' jurisdiction for which nominees may be appointed in lieu of election are Special Districts Directors/Trustees positions.

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A

REVIEWING AGENCIES:

N/A

ATTACHMENT(S):

Attachment A - List of Nominees to be Appointed in Lieu of Election

Attachment B - Elections Code Section 10515

**NOMINEES TO BE APPOINTED IN LIEU OF ELECTION
NOVEMBER 8, 2016 PRESIDENTIAL GENERAL ELECTION**

DISTRICT	EFFECTIVE DATE	SUPERVISORIAL DISTRICT
BUENA PARK LIBRARY DISTRICT Dennis Salts* Irene Castaneda* Patricia M. Ganer*	12/02/16	4 th District
EAST ORANGE COUNTY WATER DISTRICT John L. Sears* Douglass S. Davert*	12/02/16	3 rd District
EMERALD BAY SERVICE DISTRICT John L. Marconi* Phil De Carion	12/02/16	5 th District
MESA WATER DISTRICT Division 1 Fred Bockmiller* Division 3 Ethan Tamianka*	12/02/16	2 nd District
MOULTON NIGUEL WATER DISTRICT Division 5 Brian S. Probolsky* Division 6 Duane D. Cave* Division 7 Gary R. Kurtz*	12/02/16	5 th District
MUNICIPAL WATER DISTRICT OF ORANGE COUNTY, DIVISION 3 Wayne Osborne*	12/02/16	1 st , 2 nd & 4 th Districts
ORANGE COUNTY WATER DISTRICT, DIVISION 2 Denis R. Bilodeau*	12/02/16	3 rd District
PLACENTIA LIBRARY DISTRICT Gayle Carline* Richard DeVecchio* Elizabeth Minter*	12/02/16	3 rd & 4 th Districts
ROSSMOOR/LOS ALAMITOS AREA SEWER DISTRICT Van M. Jew* Jim Bell* William C. Poe*	12/02/16	2 nd District
SERRANO WATER DISTRICT Division 2 C L (Larry) Pharris* Division 3 Greg Mills Division 5 Jerry L. Haight*	12/02/16	3 rd District
SUNSET BEACH SANITARY DISTRICT John H. Woods* Jon Regnier* Graham Hoad*	12/02/16	2 nd District

<u>DISTRICT</u>	<u>DATE</u>	<u>DISTRICT</u>
SURFSIDE COLONY STORM WATER PROTECTION DISTRICT Stephen C. Rowe*	12/02/16	2 nd District
THREE ARCH BAY COMMUNITY SERVICES DISTRICT Alan H. Anderson* Gary Rubel*	12/02/16	5 th District
TRABUCO CANYON WATER DISTRICT Stephen Dopudja* Don Chadd*	12/02/16	3 rd and 5 th Districts

*Incumbent

Oath of Office

STATE OF CALIFORNIA)
)ss.
COUNTY OF ORANGE)

Placentia Library District

I, Gayle Carline, do solemnly swear (or affirm) that will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear truth faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I will take this obligation freely, without any mental reservation or purpose of evasion; and that I will well faithfully discharge the duties upon which I am about to enter.

Signature

Subscribed and sworn to before me this 19th day of December, 2016.

Jeanette Contreras,
Library Director

Oath of Office

STATE OF CALIFORNIA)
)ss.
COUNTY OF ORANGE)

Placentia Library District

I, Richard DeVecchio, do solemnly swear (or affirm) that will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear truth faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I will take this obligation freely, without any mental reservation or purpose of evasion; and that I will well faithfully discharge the duties upon which I am about to enter.

Signature

Subscribed and sworn to before me this 19th day of December, 2016.

Jeanette Contreras,
Library Director



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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Jeanette Contreras, Library Director

SUBJECT: **Appointment of Library Board Representatives for 2017 by the Board President**

DATE: December 19, 2016

BACKGROUND

The following positions need to be appointed:

Incumbents are italicized.

Representative to Special District Local Area Formation Commission (LAFCO) Selection Committee

Trustee Shkoler and Trustee Martin as alternate

Representative to the Orange County Council of Governments

Trustee DeVecchio

Representative to the Placentia Library Friends Foundation (PLFF)

President Carline and Trustee Martin as alternate

Independent Special Districts of Orange County (ISDOC)

Trustee Minter

Personnel Committee

President Carline and Trustee Shkoler

Redevelopment Successor Agency Oversight Board

Trustee Shkoler

Library staff will continue to represent the Placentia Library District at the Placentia Community Collaborative (formerly Network).

RECOMMENDATION

Appoint Library Board Representatives for 2017.



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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Jeanette Contreras, Library Director

SUBJECT: Group 4 Architecture Research + Planning, Inc. Proposal

DATE: December 19, 2016

BACKGROUND

The Centennial Renovation project has been discussed since 2014, including exploration of a construction bond and various financing options. A bond survey was conducted in February 2015 with unfavorable results with a decision from the Library Board not to move forward with a construction bond.

In September 2019, the Placentia Library District will celebrate its 100 years of providing excellent library services to the community of Placentia. The current building at 411 E. Chapman Avenue is over 40 years old and requires much needed attention, including maximizing public spaces to meet our community's needs. With less than three years to the Centennial milestone, it is necessary to have conceptual designs available to further the discussion and decisions for future planning related to the project.

Group 4 Architecture, Research + Planning, Inc., a leader in library design, is a full-service architecture firm that has been in business for over 40 years. They have staff that includes planners, architects, interior designers, and technical and construction support specialists with an emphasis on LEED and sustainability. The attached proposal is for Group 4 to provide three conceptual designs to be presented and discussed with the Centennial Committee, Library Board, staff and the public. These conversations are expected to begin in early February.

Attachment A is the proposal from Group 4.

Attachment B are the case studies from Group 4.

Fiscal Impact: \$12,430

RECOMMENDATION

Authorize the Library Director to execute a consultant agreement with Group 4 Architecture Research + Planning, Inc. for conceptual design services for the Centennial Remodel project.



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G R O U P 4

11 November 2016

ARCHITECTURE
RESEARCH +
PLANNING, INC

Jeanette Contreras, Library Director
PLACENTIA LIBRARY DISTRICT
411 E. Chapman Avenue
Placentia, CA 92870

211 LINDEN AVENUE

Re: Placentia Library Centennial Remodel - Conceptual Design Services

SO. SAN FRANCISCO

CA 94080 USA

T: 650-871-0709

Dear Ms. Contreras:

As requested, we have update our proposal for conceptual design services for the Centennial Remodel of the Placentia Library. This letter outlines Group 4's ("Consultant") proposal to you.

F: 650-871-7911

www.g4arch.com

PROJECT DESCRIPTION: The Placentia Library is located at 411 East Chapman Avenue. The Placentia Library District ("Client") is planning a remodel of public spaces in the approximately 22,800 square foot building to accomplish a range of goals, including:

- Modernizing the library with new interior finishes and selected furniture;
- Creating separation between the children's library and adult areas, and creating a new storytime space;
- Adding new maker space for teens;
- Creating new group study rooms; and
- Modifying electrical, lighting, and mechanical systems to support interior layout changes.

No improvements to staff areas are envisioned as part of this project. The Client's goal is to have the project completed and re-opened to the public by September 2019, in time for Placentia Library District's centennial celebration. At this time, the Client is seeking the services to develop a conceptual design concept that meets the Client's budget.

JONATHAN HARTMAN
ARCHITECT

DAWN E. MERKES
ARCHITECT

DAVID SCHNEE
ARCHITECT

SCOPE OF BASIC SERVICES: Consultant's proposed Scope of Services is for limited design services and does not include the services of engineers nor specialist consultants. Group 4's Basic Services will include the following services:

1. Conceptual Design Services

- 1.1. Review program and space needs, provided by Client.
- 1.2. Review existing floor plans, provided by Client, and convert into new electronic format suitable to use as base drawings for the conceptual design service phase.
- 1.3. Conduct PMT Meeting #1 via webconference to discuss program and space needs.
- 1.4. Provide two conceptual design layout alternatives based on the program.
- 1.5. Conduct PMT Meeting #2 to review conceptual design layouts and select preferred option.
- 1.6. Refine the selected option based on comments from the PMT meeting.
- 1.7. Prepare two before/after computer renderings.

JILL EYRES
ARCHITECT

ANDREA GIFFORD
ARCHITECT

WILLIAM LIM
ARCHITECT



11 November 2016

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- 1.8. Prepare conceptual design level project budget showing costs for construction, furniture, equipment, moving costs, professional fees, and contingencies.
- 1.9. Conduct PMT Meeting #3 via webconference to review final conceptual design layout, budget, and renderings.
- 1.10. Provide conceptual design plans, renderings, and budget for new library layout in electronic format for Library use (no hardcopies will be provided).

Summary of Meetings:

- Two (2) Project Management Team (PMT) Meetings via conference call
- One (1) PMT Meeting in person

OPTIONAL ADDITIONAL MEETINGS AND PRESENTATIONS: If additional meetings are required, Consultant will bill the Client on an hourly basis and suggest that the Client budget a further \$2,400 for fees and \$400 for reimbursable expenses for additional meetings.

ADDITIONAL SERVICES: Any services not specifically described as Basic Services including but not limited to: large format printing, mounting, design of brochures or displays, video animation production, additional project meetings, additional analysis, and/or the services of engineers, and consultants, schematic design, construction documents, etc. will be treated as Additional Services. Group 4 will provide such services only when authorized in writing at mutually agreeable terms.

COMPENSATION: Compensation for Basic Services is as follows:

Conceptual Design Services	<u>\$ 12,430.00</u>
Total Lump Sum	\$ 12,430.00
Reimbursable Budget	\$ 700.00

Invoicing will be monthly and reflect the percent complete of services performed during the past month period.

Reimbursable project expenses, such as printing, copying, shipping and handling costs, special exhibits, travel and other expenses directly attributable to the project are in addition to our fees. We estimate the cost of Reimbursable Expenses associated with Basic Services to be \$700.00.

REIMBURSABLE PROJECT EXPENSES: Reimbursable project expenses will be billed to the Client at the Consultant's cost plus 10%.

CLIENT'S RESPONSIBILITIES: The Client shall provide information about the project including (without limitations) the information noted above as a Client responsibility. The Client shall provide other information and services as needed for a successful project.

PROJECT SCHEDULE: The Consultant estimates that the services will be completed in 6-8 weeks following the notice to proceed.



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INSURANCE: Group 4 will maintain in effect during the term of this Agreement, insurance of the types and coverage (minimum limits) designated below:

General Liability (Comprehensive Form):	\$1,000,000 Combined Single Limit
Professional Liability:	\$1,000,000
Worker's Compensation:	Statutory Limit

Group 4's general liability insurance shall contain an endorsement naming the Placentia Library District as an additional insured under Group 4's policy.

TERMINATION OF AGREEMENT: This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. The Agreement may be terminated by Placentia Library District upon written notice to the Group 4 in the event that the Project is abandoned.

MEDIATION: If a dispute arises out of or related to this Agreement, or the breach thereof, and if the said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle this dispute in an amicable manner by mediation through mutually agreed to mediation service experienced in architectural services and construction matters.

SCOPE OF AGREEMENT: This is the entire Agreement between the parties and there are no agreements, conditions, or representations between the parties except as expressed herein.

INDEMNIFICATION: With respect to the operation of Group 4 under this Agreement other than the performance of professional services, Group 4 shall indemnify, hold harmless, and defend Placentia Library District and its officers, directors, and employees from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees and other costs of defense, attributable to personal injury, bodily injury, including death, or property damage, including loss of use thereof, and arising out of the negligence or willful misconduct of Group 4 or anyone for whom Group 4 is legally responsible, excepting the portion of those claims, damages, liabilities, losses, and costs caused by Placentia Library District's negligence or willful misconduct.

With respect to the performance of professional services under this Agreement, Group 4 shall indemnify and hold harmless, but shall have no obligation to defend, Placentia Library District, its officers, directors, and employees from and against liabilities, damages, losses, and costs, caused by the negligent errors or omissions of Group 4 or anyone for whom Group 4 is legally responsible. Placentia Library District shall indemnify and hold harmless, but shall have no obligation to defend, Group 4, its officers, directors, sub-consultants and employees from and against liabilities, damages, losses, and costs, caused by the negligent errors or omissions of Placentia Library District or anyone for whom Placentia Library District is legally responsible.

Notwithstanding any other provision of this Agreement, with respect to the performance of professional services under this Agreement, Placentia Library District's agrees to limit its claims, if any, against Group 4 to the actual proceeds of Group 4's professional



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liability coverage required under this Agreement. Group 4 shall maintain professional liability coverage in the amount of at least \$1,000,000 per claim and \$1,000,000 in the aggregate for the term of this Agreement.

Please contact me if you have any questions about our proposal. Following your review, please indicate your acceptance below by signing and sending an original copy to our office. Once this is received, we will work with you to schedule the initial tasks and meetings.

Sincerely,
GROUP 4 ARCHITECTURE, RESEARCH + PLANNING, INC.

Dawn Merkes
Principal

DM/s
Enclosure(s)

Agreed to by
PLACENTIA LIBRARY DISTRICT

Jeanette Contreras, Library Director

Date

Placentia Library District Placentia Library Renovation

12.08.2016



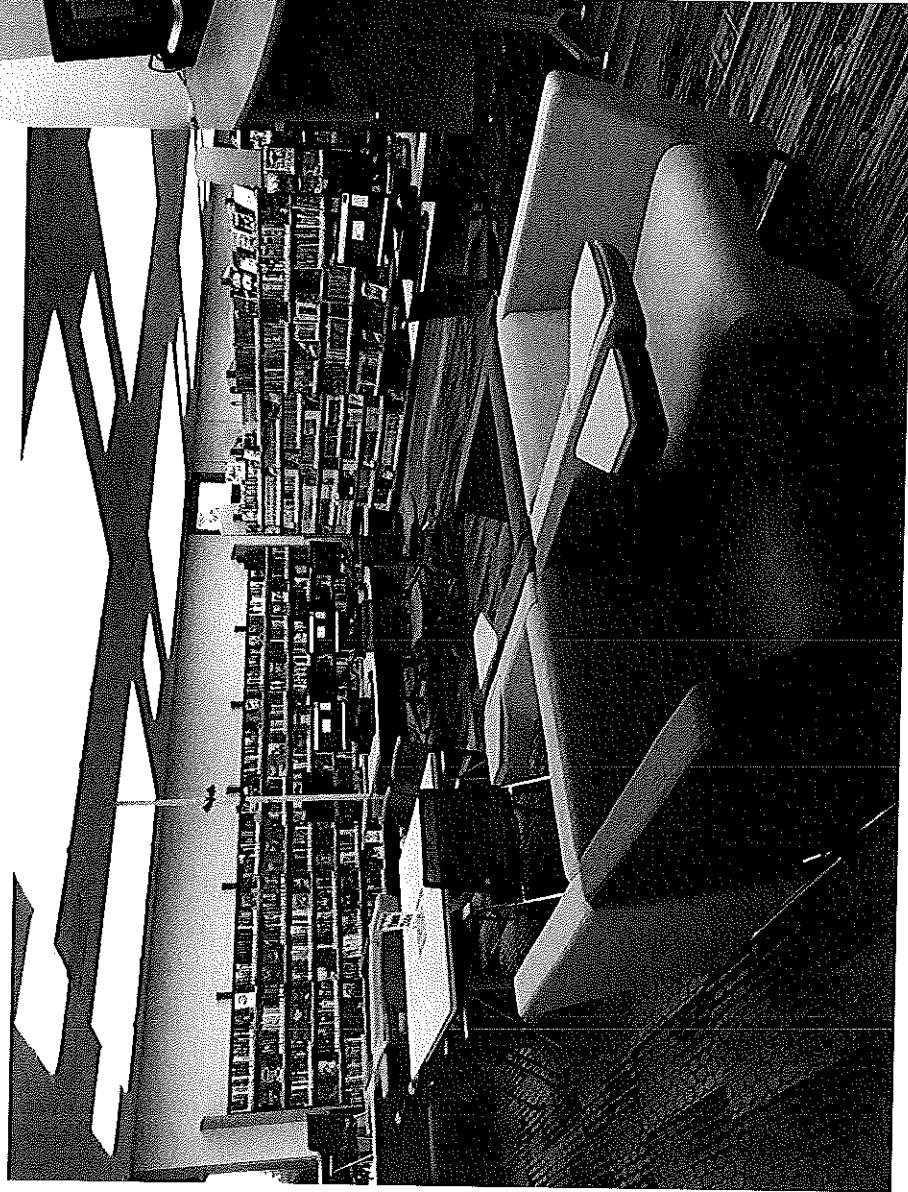
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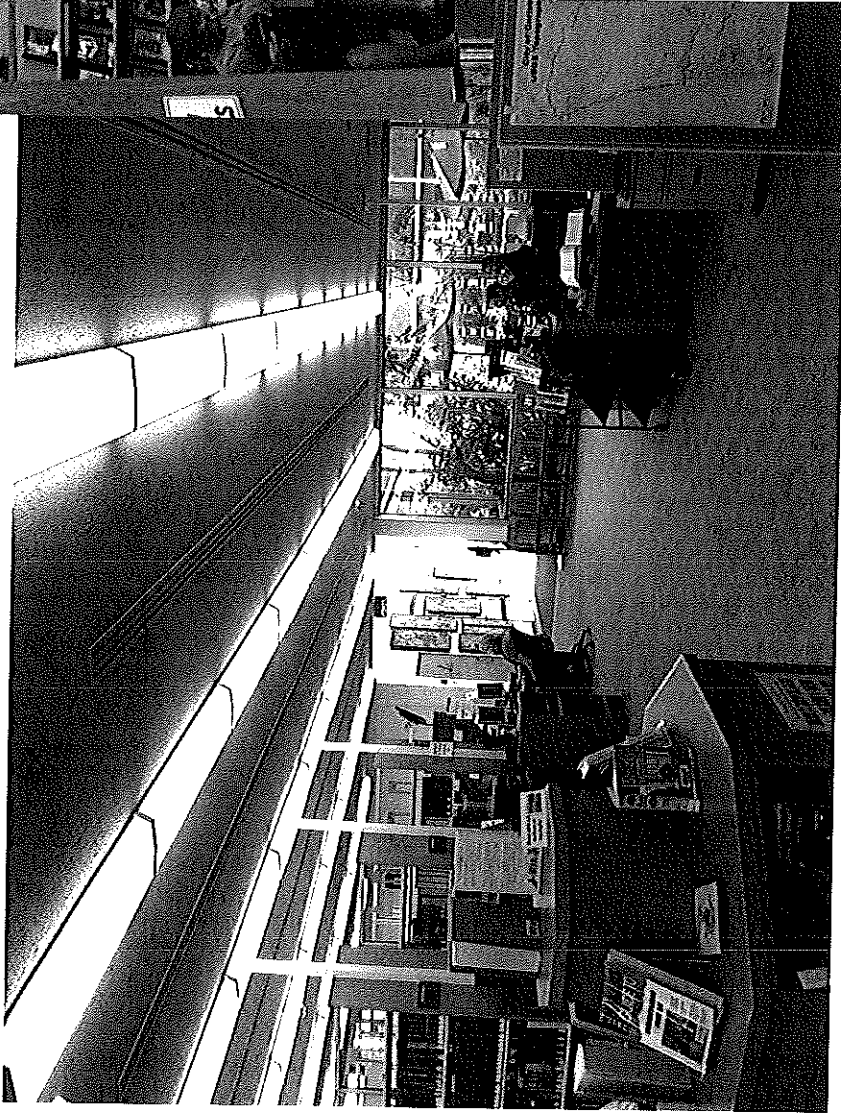
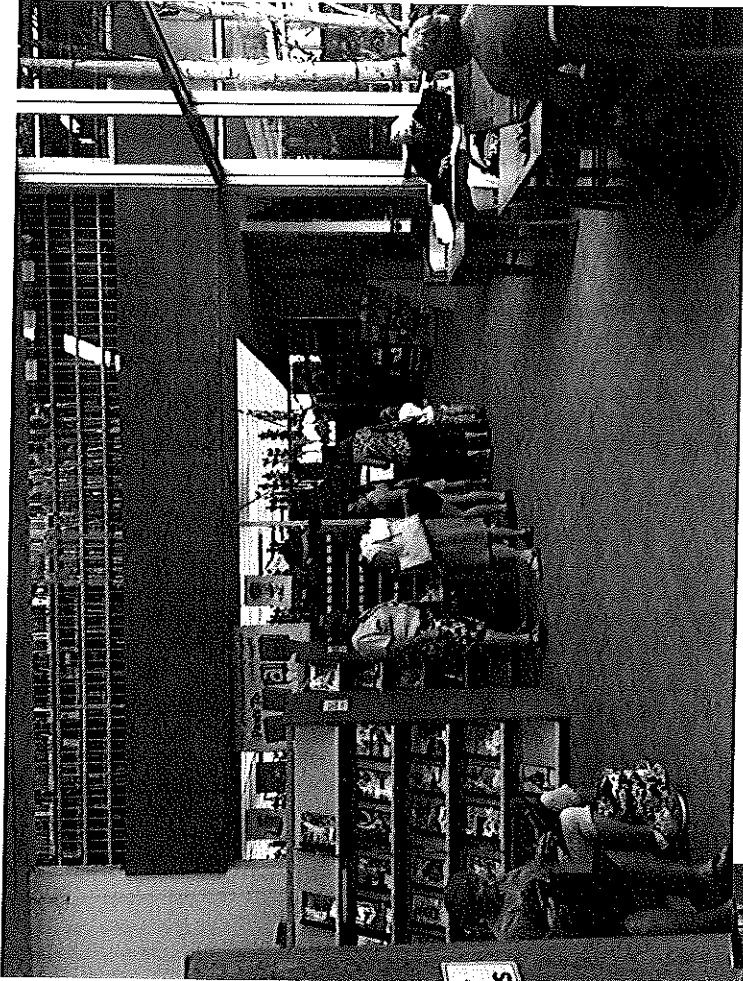
GROUP 4

Case Studies

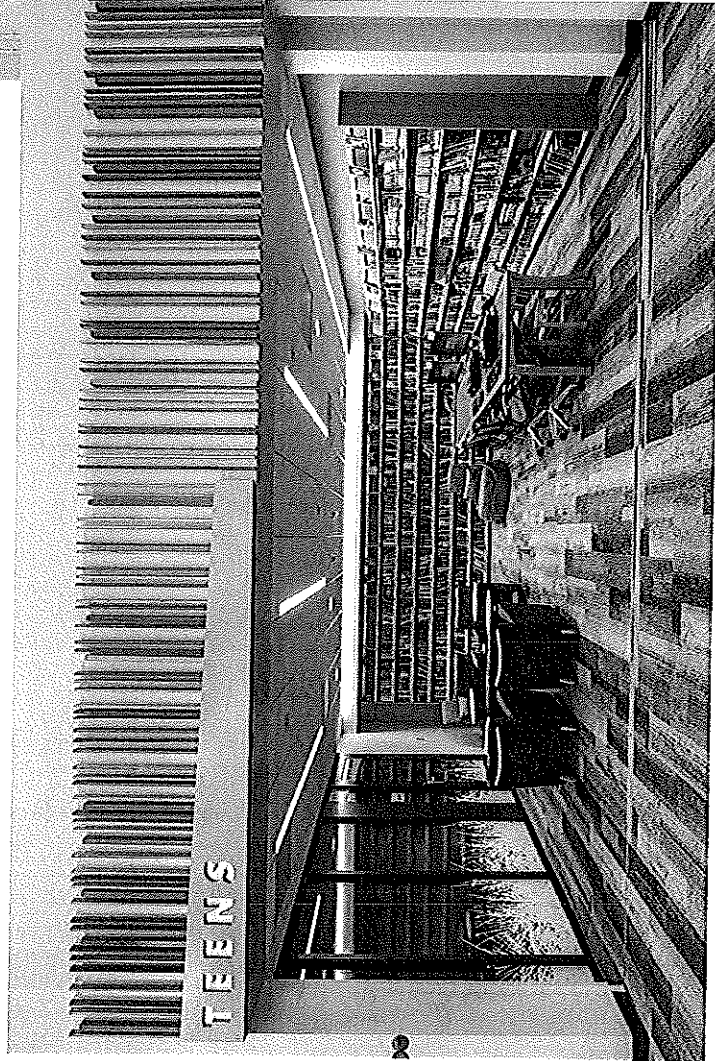
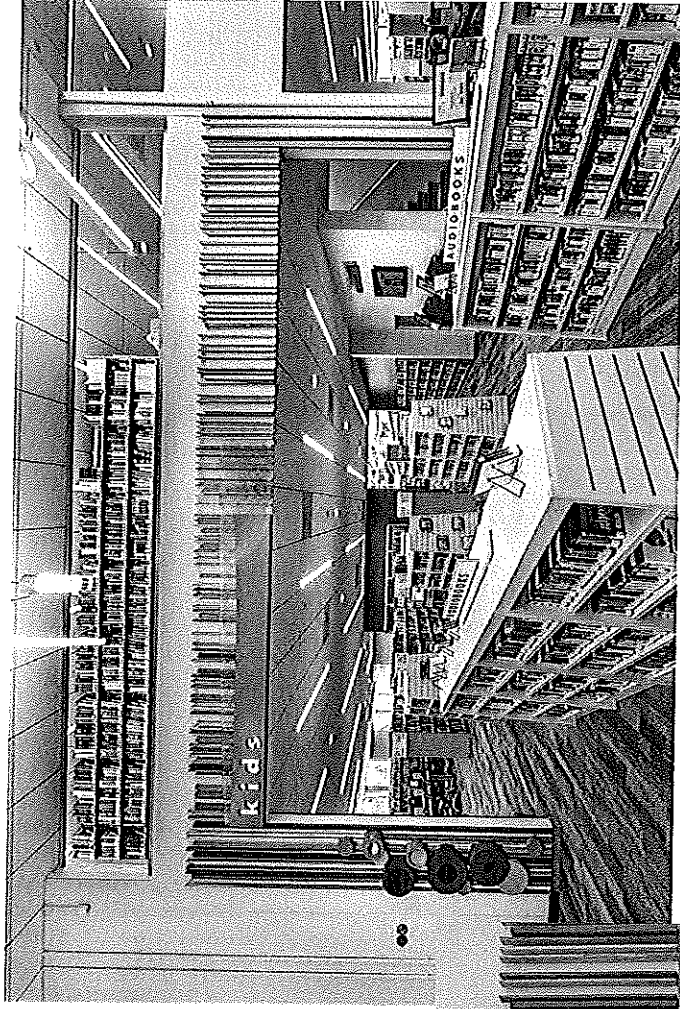
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Cole Branch, Carlsbad CA



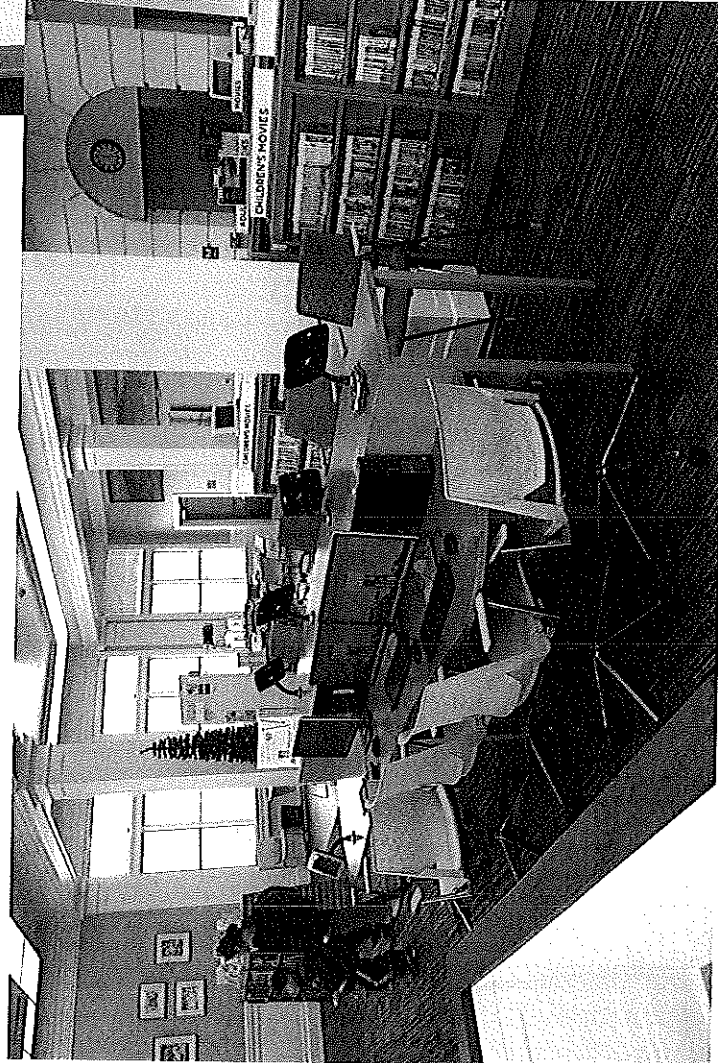
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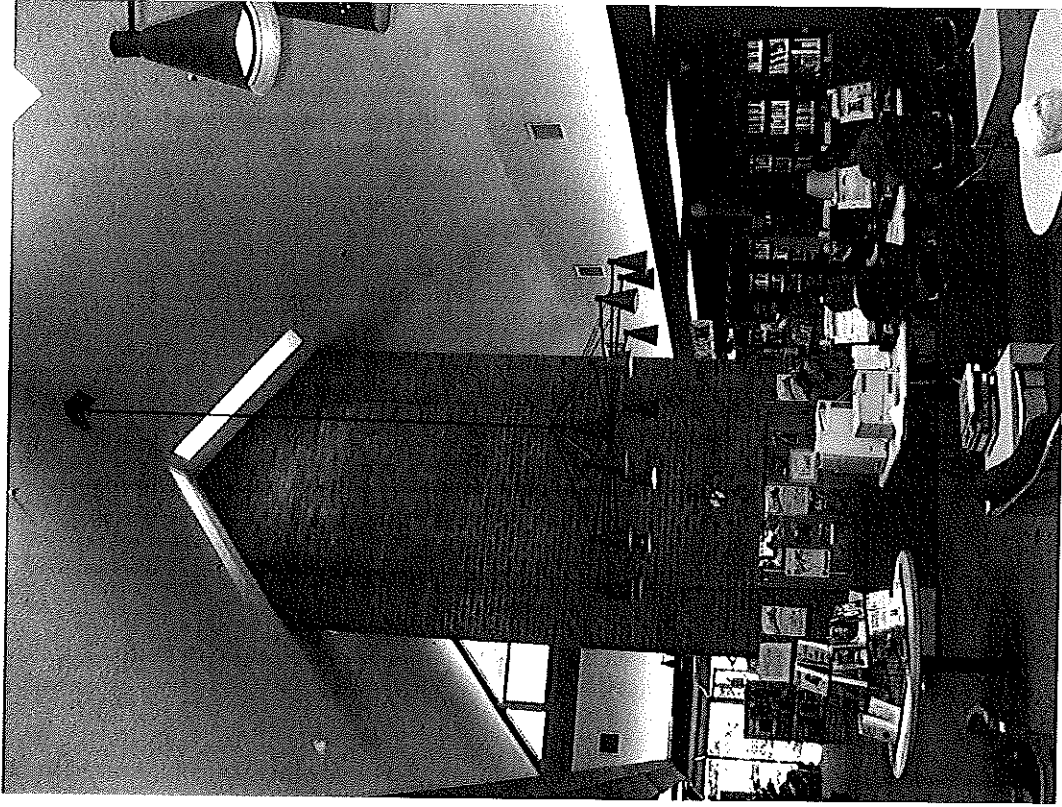
Grand Ave Branch, South San Francisco CA



Grand Ave Branch, South San Francisco CA



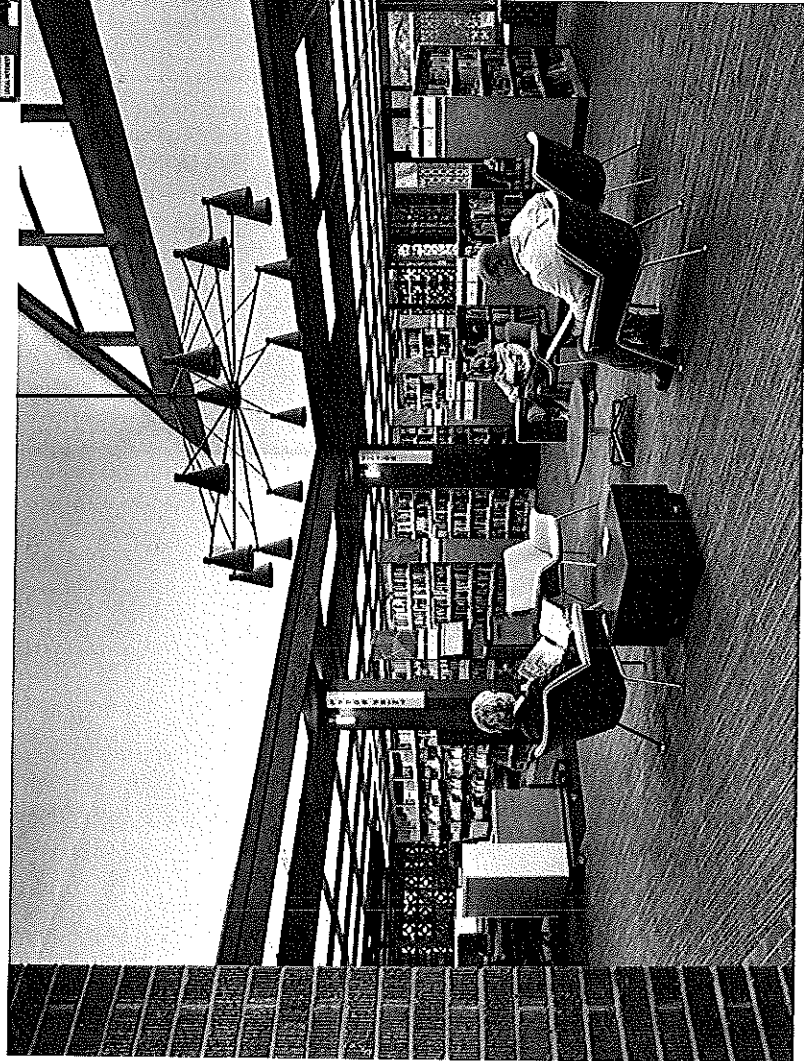
Rinconada Branch, Palo Alto CA



Case Studies

PLACENTIA LIBRARY

Rinconada Branch, Palo Alto CA





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PLACENTIA LIBRARY DISTRICT BOARD OF TRUSTEES

TO: Library Board of Trustees

FROM: Jeanette Contreras, Library Director

SUBJECT: **Renewal of the Memorandum of Understanding with Placentia Yorba Linda Arts Association (PYLAA)**

DATE: December 19, 2016

BACKGROUND

The Placentia Library District entered into an agreement with the PYLAA, with authorization from the Library Board, to permit PYLAA to display the artists' work. The Memorandum of Understanding (MOU) was first signed in January 2011. Library staff recommends a few minor amendments to the current MOU.

Attachment A is the amended MOU.

RECOMMENDATION

Authorize the Library Director to sign the Memorandum of Understanding with the Placentia Yorba Linda Art Association.

MEMORANDUM OF UNDERSTANDING
Between
Placentia-Yorba Linda Art Association (PYLAA)
And
The Placentia Library District (PLD)

1. PYLAA will provide up to 10-12 framed paintings (half sheet or quarter sheet- 22 x 28 or 16 x 24).
2. PLD will hang the paintings. PYLAA will deliver them in a two day period. PLD will remove the paintings and have them ready to be picked up by the individual artists. Artists are not permitted to remove artwork from wall. The individual artists will also be responsible for delivering them to PLD.
3. PYLAA artists release PLD from all liability during the period artwork is at PLD should damage, loss, or theft occur.
4. The contact person for PYLAA will be the President and for PLD will be the Administrative Assistant at (714) 528-1925 x200.
5. It is expected that PYLAA will change artwork out about every 1-2 months.
6. PLD will not display other artist's work on the art gallery wall while PYLAA artwork is on display.
7. PYLAA will be allowed to put name tags on each painting for selling the artwork.
8. MOU will be reviewed and renewed annually.

Armando Cepeda, President
Placentia Yorba Linda Art Association

Date

Jeanette Contreras, Library Director
Placentia Library District

Date