

Agenda Item XIII

WCCA

7/15/15



Exclusive Authorization to Offer for Sale

1. Exclusive Authorization to Offer for Sale. The undersigned seller/owner, SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY ("Seller"), by this Exclusive Authorization to Offer for Sale ("Agreement") dated as of \_\_\_\_\_, 2015 ("Effective Date") hereby employs and grants THE SCHEEL DALLAPE, INC., d.b.a. THE HOFFMAN COMPANY ("Broker"), the exclusive and irrevocable right to offer for sale on behalf of the Seller the hereinafter described real property ("Property") from the period commencing on the Effective Date and terminating nine (9) months thereafter ("Term"), as more fully described as follows:

± 2,465.98 Acres of Vacant Land, known as Tres Hermanos Ranch

City of Diamond Bar, County of Los Angeles

Table with 2 columns: Parcel ID and Acres. Rows: 8701-022-270 (3.44 Acres), 8701-022-271 (627.08 Acres), 8701-022-273 (82.11 Acres), 712.63 Acres

City of Chino Hills, County of San Bernardino

Table with 2 columns: Parcel ID and Acres. Rows: 1000-011-019 (158.84 Acres), 1000-011-020 (156.92 Acres), 1000-011-021 (59.9 Acres), 1000-011-022 (98.78 Acres), 1000-021-013 (319.74 Acres), 1000-021-014 (477.97 Acres), 1000-031-014 (160.2 Acres), 1000-031-015 (321 Acres), 1,753.35 Acres

2. Terms of Sale. Cash or other agreed written terms acceptable to Seller, subject in all events, to Seller's consent, review and approval as to all terms in its sole and absolute discretion, including without limitation, price and method of payment and the terms and conditions upon which any such sale shall be consummated. In addition, Broker acknowledges and agrees that the Seller's approval of the sale of the Property (and the terms and conditions of any such sale) shall be subject to prior review and approval by the Oversight Board of the Successor Agency to the Industry Urban-Development Agency and the California Department of Finance, each in the exercise of their respective discretion as provided by applicable law.

(a) Seller warrants that it is the owner of the Property, and has the authority to execute this Agreement. Broker, at Broker's option, shall have the exclusive right to place a FOR SALE sign on the Property, subject to the Seller's reasonable prior approval of the content, size and location of such sign.

(b) Seller represents that Seller has not entered into a concurrent listing Agreement with another broker regarding the Property involving Seller and a buyer, prospective buyer or other transferee.

3. Compensation to Broker. Upon the close of escrow for the purchase of the Property, Seller agrees to pay Broker (solely from funds to be received by Seller on the close of escrow), and as total compensation for its services provided under this Agreement, a percentage of the selling price if the Property is sold during the Term (or as otherwise herein expressly provided) by Broker, on the terms and conditions set forth herein, or on any other mutually agreed price and terms Seller may accept in writing; pursuant to the following cumulative fee schedule:

Sale Price Range

Up to \$10,000,000

\$10,000,001-\$20,000,000

Over \$20,000,000

Commission Percentage

Two Percent (2%) of the sales price (less the amount of all closing costs paid by Seller, the "Sales Price")

One and One Half Percent (1.5%) of the Sales Price

One Percent (1%) of the Sales Price

(a) Broker shall cooperate with other brokers and subagents, and shall divide with such other brokers and subagents its compensation under this Agreement in any manner that is commercially reasonable and shall not increase the amount to be paid by Seller hereunder.

(b) Broker shall be entitled to compensation as provided in this Agreement if during the Term the Property is sold, conveyed, leased, or otherwise transferred by Seller without the consent of the Broker.



(c) Broker shall be entitled to the compensation as provided in this Agreement if the Property is sold within 180 calendar days following the termination date of the Term to a buyer or authorized agent/entity to whom Broker has shown the Property, or has negotiation(s) with such entities concerning the purchase of the Property, provided that such buyer or authorized agent/entity to whom Broker has shown the Property, or otherwise negotiated with respect thereto, has been clearly and expressly identified in good faith in writing to the Seller prior to the termination date of the Term.

**4. Assignment.** Seller hereby irrevocably assigns during the Term of this Agreement the above described compensation from Seller's proceeds in escrow. Broker may submit this Agreement, as instructions to compensate Broker pursuant to and in compliance with paragraph 3, to any escrow regarding the Property involving Seller and a buyer.

**5. Cooperation.** During the Term, Seller agrees to reasonably cooperate with Broker in effecting the sale of the Property, and to refer to Broker, and/or, notify Broker of all individual/entity Property inquiries at no cost to Seller. Seller's agent is Reg Bottger, who is designated by Seller to receive any and all cooperation requests.

**6. Extension for Pending Transaction.** The Term of this Agreement shall be extended by a term equal to the period of time for which an offer to purchase the Property is accepted by Seller during the Term, from the day such offer is accepted until such time as such purchase may be cancelled.

**7. Attorney Fees.** In any action or proceeding between Seller and Broker regarding the obligation to pay compensation under this Agreement, the prevailing Seller or Broker shall be entitled to reasonable attorney fees and costs from the non-prevailing Seller or Broker.

**8. Successors and Assigns.** This Agreement shall be binding upon Seller and Broker and their respective successors and assigns. The Broker may not assign this Agreement in whole or in part without the prior written consent of the Seller, which consent may be granted or withheld in Seller's sole and absolute discretion.

**9. "AS IS".** The Broker understands and agrees that the Property will be offered for sale solely on an "AS IS" basis, and the Seller will make no representations or warranties with respect to the condition of the Property (or its suitability for the purpose for which it may be required), and Seller will undertake no obligation to assist or participate with any buyer in connection with the development or use of the Property prior to or following the close of escrow.

**10. Entire Agreement.** All prior discussions, negotiations and agreements between the parties concerning the subject matter of this Agreement are superseded by this Agreement, which constitutes the entire contract and a complete and exclusive expression of their agreement, and may not be contradicted by evidence of any prior agreement, or contemporaneous oral agreement. If any provision of this agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. This Agreement and any supplement, addendum or modification, including any photocopy or facsimile, may be executed in counterparts.

**11. Brokerage Team:** The Lead Broker and Principal is Tom Dallape, and Victor Grady and Graham Gilles are Senior Vice Presidents at The Hoffman Company and will assist Mr. Dallape in representing the Seller. Tom Dallape will be directly involved in the final presentations to all potential buyers that Seller has identified as the finalists to acquire the Property.

**12. Governing Law.** This Agreement shall be construed, enforced and interpreted in accordance with the laws of the State of California.

**13. Waivers and Amendments.** No amendment to this Agreement shall be of any effect unless it is in writing and is executed by the parties hereto. No person is authorized to make, and by execution hereof the Seller and the Broker acknowledge that no person has made, any representation, warranty, guaranty or promise except as set forth herein; and no agreement, statement, representation or promise made by any such person which is not contained herein shall be valid or binding on the Seller or the Broker.



Leading the Land  
Brokerage Industry  
EXCELLENCE ALWAYS

By signing below, Seller and Broker acknowledge that they have read, understand, accept and have received a copy of this Agreement.

Seller \_\_\_\_\_ Date \_\_\_\_\_  
**SUCCESSOR AGENCY TO THE INDUSTRY URBAN-DEVELOPMENT AGENCY**

By \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Broker \_\_\_\_\_ Date \_\_\_\_\_  
**SCHEEL DALLAPE, INC., d.b.a. THE HOFFMAN COMPANY / CA Lic# 01473762 / NV Lic# B.1000466**

By \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_