

MONTEBELLO HILLS

Montebello, CA



PROPERTY OVERVIEW

Montebello Hills represents a generational opportunity to acquire an unimproved site planned for up to 1,200 residential units within 10 miles of Downtown Los Angeles.

- Immediate access to major LA County employment centers via SR-60 and public transit.
- 3 million people and over 1 million jobs within 15 miles of the Property.
- 314 of 488 gross acres will be permanently protected as a natural habitat and open space.
- A recreationally oriented community that will offer a large public park, a scenic promenade trail with spectacular views of the LA Basin, Pacific Ocean, and the San Gabriel Mountains, and immediate access to the 1,500 acre Whittier Narrows Recreation Area and Rio Hondo Bike Trail.
- Established retail and entertainment amenities located directly north of the Property.

QUICK FACTS

PROJECT SIZE	1,200 Residential Units
ENTITLEMENTS	See OM
SITE CONDITION	Unimproved
OFFERS DUE	October 19, 2017



[VIEW MAP](#)



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EXCLUSIVELY LISTED BY:

Tim Barden | tbarden@landadvisors.com
Richard Byrd | rbyrd@landadvisors.com

Terry Ruckle | truckle@landadvisors.com Mac O'Donnell | modonnell@landadvisors.com
Chris Gomez-Ortigoza | cgomez@landadvisors.com

100 Spectrum Center Drive, Suite 1400, Irvine, California 92618 | 949.852.8288 | www.landadvisors.com

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Land Advisors[™]
ORGANIZATION

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this "Agreement") is entered into as of _____, 2017 by and between Sentinel Peak Resources California LLC, a Delaware limited liability company having a principal place of business at 6501 East Belleview Avenue, Suite 400, Englewood, Colorado 80111 ("Discloser"), and _____ having a principal place of business at _____ ("Receiver").

RECITALS

A. Receiver has expressed an interest in pursuing a potential transaction (the "Transaction") with Discloser to acquire from Discloser certain real property known as the "Montebello Hills Specific Plan" located generally at 1400 Montebello Boulevard, Montebello, CA in the County of Los Angeles (the "Property");

B. To assist Receiver in evaluating the potential Transaction, Discloser is prepared to make available to Receiver certain business and financial information regarding the Property, Discloser and its business which Discloser regards as proprietary and confidential; and

C. Discloser is willing to furnish such information to Receiver, and Receiver is willing to receive such information from Discloser, on the terms and conditions set forth below.

AGREEMENTS

NOW, THEREFORE, the parties hereto agree as follows:

1. **Definitions.** As used herein:

(a) "**Evaluation Material**" shall refer to any and all commercial, financial, product, technical, trade secret, intellectual property or other information and data (whether written, electronic, video or oral), whether or not marked as confidential, concerning Discloser or its business or assets (whether or not related to the Property) that heretofore has been or may hereafter be provided or made available by or on behalf of Discloser to Receiver or its Representatives (as defined below); and additionally includes all analyses, compilations, reports, presentations, studies or other materials prepared by Receiver or any Representatives of Receiver containing or based in whole or in part on any of the information furnished by or on behalf of Discloser. Notwithstanding the foregoing, Evaluation Material shall not include Excluded Information.

(b) "**Excluded Information**" shall refer to information, if any, that would otherwise constitute Evaluation Material and that (i) is or becomes generally available to or known by the public other than as a result of a disclosure made by Receiver or its Representatives in breach of this Agreement; (ii) is or becomes available to Receiver on a nonconfidential basis prior to disclosure to Receiver or its Representatives by or on behalf of Discloser; (iii) is or was disclosed to Receiver on a nonconfidential basis from a source other than Discloser, provided that Receiver is not aware that such source is or was then bound by a confidentiality agreement with Discloser or otherwise prohibited from transmitting the information to Receiver by any contractual, legal, or fiduciary obligation or by any other obligation enforceable by law or in equity; (iv) was known to Receiver on a non-confidential basis prior to the disclosure of such information to Receiver under protection of this Agreement or (v) is hereafter, or was heretofore, independently developed or compiled by Receiver without the aid, application, or use of the Evaluation Material. For clarity, Evaluation Material shall maintain its status as Evaluation Material unless and until the occurrence of an event or circumstance causing it to become Excluded Information, and the

occurrence of such event or circumstance shall not affect the status of Evaluation Material prior to the date of such event or circumstance.

(c) “**Representatives**” shall include each party’s affiliates and its and their directors, managers, partners, officers, employees, service providers, consultants, contractors, advisors, agents, attorneys, accountants and actual or potential financing sources.

(d) “**Person**,” whether or not the term is capitalized, will be interpreted very broadly and will include, without limitation, any individual, corporation (including a business trust), partnership, joint stock company, limited liability company, trust, estate, unincorporated association, joint venture, or other entity, or a government or any political subdivision or agency thereof.

2. **Nondisclosure**. Receiver agrees to safeguard the confidentiality of the Evaluation Material and not to disclose any part of it to any Person, except to such of Receiver’s Representatives as need to know such information for the purposes of evaluating the Transaction or advising Receiver with respect to the Transaction and who agree to be bound by the provisions of this Agreement to the same extent as Receiver is bound hereby or are otherwise legally bound by confidentiality obligations at least as restrictive as those set forth herein. Without relieving any such Representatives from responsibility for their own breach, Receiver shall also be responsible for breach of this Agreement by any of its Representatives.

3. **Use of Evaluation Material**. The Evaluation Material will not, without the prior written consent of Discloser, be used by Receiver or its Representatives, directly or indirectly, for any purpose other than evaluating the possible Transaction between Discloser and Receiver. Such use shall cease at any time when Discloser notifies Receiver that it is no longer interested in the Transaction, or Receiver notifies Discloser that it is no longer interested in evaluating the Transaction.

4. **Nondisclosure of Existence of Negotiations**. Except as provided in paragraph 7 below, without the prior written consent of Discloser, Receiver shall not, and shall direct its Representatives not to, disclose to any Person, other than as provided in paragraph 2, (i) the fact that Receiver has received the Evaluation Material, (ii) that discussions or negotiations are taking place concerning a possible Transaction, or (iii) any of the terms, conditions, or other facts with respect to any such possible Transaction, including the status of discussions or negotiations.

5. **Return of Evaluation Material**. Promptly upon the earlier of (a) Receiver notifying Discloser that it is no longer interested in evaluating a Transaction, (b) Discloser notifying Receiver that it is no longer interested in a Transaction or (c) the request of Discloser, Receiver will return to Discloser (or if incapable of being returned (such as, for purposes of example only, electronic files and records), Receiver shall destroy) all originals and copies of the Evaluation Material in Receiver’s or its Representative’s possession or control. All notes, studies, reports, memoranda, and other documents prepared by Receiver or its Representatives that contain or reflect the Evaluation Material shall also be returned to Discloser or destroyed. Upon the request of Discloser, Receiver shall certify to Discloser in writing (signed by an authorized officer of Receiver) as to Receiver’s compliance with the requirements of this paragraph 5. Notwithstanding anything to the contrary set forth herein, Receiver and its Representatives may retain (i) Evaluation Material to the extent it is “backed-up” on Receiver’s or its Representatives’ (as the case may be) electronic information management and communications systems or services, is not available to an end user and cannot reasonably be expunged and (ii) one copy of such documents, materials and/or items constituting or comprising Evaluation Material as necessary for its own legal, regulatory, internal document retention and/or compliance purposes; *provided*, in each case of (i) and (ii), such information shall remain subject to the terms of this Agreement and the confidentiality and non-disclosure obligations hereunder shall terminate only at such time the Evaluation Materials are destroyed.

6. **Contact with Governmental Agencies.** Receiver agrees, on behalf of itself and its Representatives, not to contact any governmental agency in connection with its evaluation of the property, including but not limited to The City of Montebello, the County of Los Angeles, US Fish and Wildlife, Army Corps of Engineers, without the prior written approval of Discloser.

7. **Subpoena; Court Order; Other Legal Requirement.** If Receiver or its Representatives are requested, under the terms of a subpoena or order or other compulsory instrument issued by or under the authority of a court of competent jurisdiction or by a governmental agency, to disclose (a) all or any part of the Evaluation Material, (b) the fact that the Evaluation Material has been made available to Receiver, (c) that discussions or negotiations between Receiver and Discloser are taking place, or (d) any of the terms, conditions, or other facts with respect to any possible Transaction resulting from such discussions or negotiations, it is agreed that Receiver or its Representatives, as the case may be, will: (i) provide Discloser with prompt written notice of the existence, terms, and circumstances surrounding such request; (ii) reasonably consult with Discloser on the advisability of taking steps to resist or narrow that request; (iii) if disclosure of Evaluation Material is required, furnish only such portion of the Evaluation Material as Receiver is advised in writing by Receiver's counsel is legally required to be disclosed; and (iv) reasonably cooperate with Discloser, at the request of Discloser and at Discloser's expense, in its efforts to obtain an order excusing the Evaluation Material from disclosure, or an order or other reliable assurance that confidential treatment will be accorded to that portion of the Evaluation Material that is required to be disclosed.

8. **Disclaimer of Warranty.** Except as may otherwise be set forth in a definitive agreement to the contrary, (a) Receiver understands that neither Discloser nor its Representatives has made, is making or will make any representation or warranty, express or implied, as to the quality, accuracy, completeness, or value of the Evaluation Material and (b) Receiver agrees that neither Discloser nor any of its Representatives shall have any liability to Receiver or any of its Representatives resulting from Receiver's use of the Evaluation Material. Discloser expects Receiver to conduct its own independent investigation and analysis of Discloser and the Transaction and Receiver agrees that neither Discloser nor any of its Representatives shall have any liability to the Receiver or its Representatives resulting from use of any of the Evaluation Materials.

9. **Definitive Agreement.** Unless and until a definitive agreement has been executed and delivered, neither Discloser nor Receiver will be under any legal obligation of any kind whatsoever with respect to any Transaction by virtue of this or any other written or oral expression by either of them or their Representatives except, in the case of this Agreement or any other written agreement, for the matters specifically agreed to herein or therein. Without limiting the generality of the foregoing, unless and until a definitive agreement has been executed and delivered (or except as may be prohibited by the expressly binding "no-shop" or "standstill" provisions of an executed and delivered written letter of intent), it is further agreed that (i) Discloser shall be free to negotiate and effect a sale of its interest in the Property in any manner and to or with any Person as it in its sole discretion shall determine (including, without limitation, negotiating with any prospective buyers and investors and entering into a definitive agreement with any such prospective buyers or investors without prior notice to Receiver or any other Person); (ii) any procedures or other matters relating to any such transaction may be changed at any time without notice to Receiver or any other Person; and (iii) Receiver shall not have any claims whatsoever against Discloser or its Representatives arising out of or relating to any such transaction. Any representations or warranties with respect to a party or made in connection with a Transaction must be contained only in a definitive agreement, if any, between the parties.

10. **Non-Circumvention.** Receiver covenants and agrees that it will not, directly or indirectly, circumvent or usurp any business opportunities, concepts, projects or plans that are introduced, directly or indirectly, to Receiver by Discloser, whether or not based upon or related to Evaluation Material.

11. **Suggestions and Feedback.** Receiver may from time to time provide suggestions, comments, advice, or other feedback (collectively, “Feedback”) to Discloser with respect to the Evaluation Material or otherwise related to Discloser’s business. Both parties agree that all Feedback is and shall be given entirely voluntary. Feedback shall not, absent a separate written agreement expressly to the contrary, create any confidentiality obligations with respect thereto on behalf of Discloser. Furthermore, except as otherwise expressly provided in a separate written agreement to the contrary, Discloser shall be free to use, disclose, reproduce, license, distribute and exploit any and all Feedback provided to Discloser as Discloser sees fit in its discretion, entirely without obligation or restriction of any kind.

12. **Assignability.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Except as otherwise expressly provided herein, neither this Agreement, nor any rights granted hereunder, may be assigned, transferred, conveyed, or encumbered, whether voluntarily or by operation of law, by Receiver without the prior written consent of Discloser (which may be granted or withheld in Discloser’s sole and absolute judgment).

13. **Injunctive Relief; Attorneys’ Fees.** Receiver acknowledges and agrees that if this Agreement is breached, Discloser may not be made whole by monetary damages alone. Accordingly, Discloser, in addition to any other remedies to which it may be entitled by law or in equity, shall be entitled to injunctive relief to prevent breaches of this Agreement, and to an order compelling specific performance of this Agreement, in each case without any obligations of Discloser to post a bond or provide any other security. Receiver shall reimburse Discloser for all costs and expenses, including reasonable attorneys’ fees, incurred by Discloser in enforcing the obligations of Receiver and its Representatives under this Agreement.

14. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the parties and supersedes all previous understandings, agreements, communications and representations, whether written or oral, concerning the confidential treatment of information and other matters to which this Agreement relates. The rights and obligations provided by this Agreement shall take precedence over, and shall be applied in addition to, any specific legends or statements associated with the Evaluation Material when received.

15. **Amendments.** No modification or amendment of any provision of this Agreement shall be effective unless the same shall be in writing and signed by each of the parties hereto.

16. **No Waiver; Remedies.** The waiver by Discloser of a breach of any provision of this Agreement by Receiver or its Representatives shall (a) only be effective if in writing signed by Discloser and (b) not be construed as a waiver of any subsequent breach of the same provision or of any other provision of this Agreement. No failure on the part of Discloser to exercise, and no delay in exercising, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

17. **Governing Law; Jurisdiction; Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to principles of conflicts of laws. The sole and exclusive jurisdiction and venue for disputes arising under or otherwise concerning this Agreement shall be the state and federal courts located in Orange County, California. The parties hereby submit to the jurisdiction of such courts (and the appropriate appellate courts thereof) with respect to any action or legal proceeding concerning this Agreement and irrevocably waive any objection respecting the jurisdiction or venue of any such action or proceeding brought in such courts or respecting the fact that such courts are an inconvenient forum.

18. **Severability.** Each provision of this Agreement is intended to be severable. If any covenant, condition or other provision contained in this Agreement is held to be invalid, void or illegal by any court of competent jurisdiction, such provision shall be deemed severable from the remainder of this Agreement and shall in no way (a) affect, impair or invalidate any other covenant, condition or other provision contained in this Agreement or (b) affect or impair the validity, enforceability or legality of such provision in any other jurisdiction. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such covenant, condition or other provision shall be deemed valid to the maximum extent of the scope or breadth permitted by law or in equity.

19. **No License.** Except for the limited right to use Evaluation Material for purposes of Receiver evaluating a potential Transaction in accordance with the terms of this Agreement, no right or license, either express or implied, under any patent, copyright, trade secret, or proprietary information is granted hereunder.

20. **Term.** The parties shall be bound by this Agreement until the earlier to occur of: (i) two (2) years from the date of this Agreement and (ii) the execution by Receiver and Discloser of a definitive agreement for the Property. Notwithstanding the foregoing, in the event the Evaluation Materials include any information licensed from third parties, the Receiver and its Representatives shall be bound by the confidentiality and non-disclosure obligations set forth in this Agreement for the time periods specified in the relevant license agreement(s) between Discloser and the licensors(s).

21. **Captions.** The captions contained in this Agreement are for convenience only and shall not affect the construction or interpretation of any provisions of this Agreement.

22. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile, “.pdf” format or in another electronic format and the parties agree that such executed and delivered facsimile, “.pdf” or other electronic copy shall have the same force and effect as delivery of an original document with original signatures.

[signature page follows]

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized representatives of the parties to become effective as of the day and year first written above.

DISCLOSER:

SENTINEL PEAK RESOURCES CALIFORNIA LLC

By: _____

Name: _____

Title: _____

RECEIVER:

By: _____

Name: _____

Title: _____