

OWNER: **SUCCESSOR AGENCY OF THE REDEVELOPMENT
AGENCY OF THE CITY OF LAKE ELSINORE**, a public
body, corporate and politic
APN(S): 377-292-017
ESCROW/TITLE NO.: First American Title Insurance Company

AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE AND SALE OF REAL PROPERTY (this “Agreement”), dated for identification purposes only as of September 10, 2024, is made by and between **STEVEN UDELL WOODS JR. & ANDREINA CHACON-WOODS**, husband and wife (“Buyer”), on the one hand, and the **SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF LAKE ELSINORE**, a public body, corporate and politic (the “Agency”), on the other hand. 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. Agency is the present owner of that certain unimproved real property located at 284 Ellis Street, in the City of Lake Elsinore, California, consisting of approximately 9,148 square feet (.21 acres) and generally described as Assessor’s Parcel No. 377-292-017 and more particularly described in Attachment No. 1 to Exhibit “A” (the “Agency Property”).

B. Agency is charged with implementing recognized enforceable obligations and winding down of the affairs of the former Redevelopment Agency of the City of Lake Elsinore in accordance with the California Health and Safety Code.

C. California Health & Safety Code Sections 34177(e) and 34181(a) require Agency to dispose of all assets and properties of the former Agency expeditiously and in a manner aimed at maximizing value. California Government Code Section 54220 *et seq.* (“Surplus Lands Act”) requires the Agency comply with certain procedural requirements as a condition to the sale of Agency-owned properties.

D. The Agency Property is adjacent to certain real property owned by Buyer consisting of approximately 16,553 square feet (.38 acres) and generally described as Assessor’s Parcel No. 377-292-034 (the “Buyer Property”). The Agency Property and the Buyer Property are depicted on the Map (Attachment No. 2).

E. In compliance with the Surplus Lands Act, Agency published a Notice of Availability and Buyer submitted the only Letter of Interest. Following good faith negotiations in accordance with the Surplus Lands Act, Agency desires to convey fee simple absolute title in the Agency Property to Buyer in accordance with the terms and conditions of this Agreement, and

Buyer desires to acquire the Property, merge the Agency Property and the Buyer Property into one legal parcel (hereinafter, the “Merged Property”) and develop and improve the Merged Property in accordance with City of Lake Elsinore (“City”) zoning and land use regulations.

AGREEMENT

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

ARTICLE I

PURCHASE AND SALE; PURCHASE PRICE; AFFORDABLE HOUSING PURPOSE; USE OF PROCEEDS

1.1 Purchase and Sale. Buyer agrees to purchase the Agency Property from Agency and Agency agrees to sell the Agency Property to Buyer, on and subject to the conditions, covenants and terms contained in this Agreement.

1.2 Purchase Price. The purchase price shall be Eighty-Nine Thousand Two Hundred Dollars (\$89,200) (the “Purchase Price”). The Purchase Price of the Agency Property is the fair market value of the Property, as determined by an appraisal prepared by a third party, licensed appraiser.

1.3 Development Purpose. Buyer desires to purchase the Agency Property for development consistent with the City’s zoning and land use regulations.

1.4 Use of Sale Proceeds by Agency. In accordance with California Health & Safety Code Sections 34177(e) and 34181(a), the net proceeds of the Purchase Price, after reduction for the costs of sale of the Agency Property such as appraisal, title and escrow fees, shall be used to pay enforceable obligations on an approved Recognized Obligation Payment Schedule. Any excess shall be transferred to the Riverside County Auditor-Controller for distribution as property tax proceeds.

ARTICLE II

ESCROW

2.1 Open Escrow. Within five (5) days after execution of this Agreement by both parties, Agency and Buyer shall open escrow (“Escrow”) with First American Title Insurance Company (the “Escrow/Title Company”) located at 43620 Ridge Park Drive, Suite 200, Temecula, CA 92590, Attention: Debra Fritz.

2.2 Close of Escrow. The “Close of Escrow” shall mean the time and day the Grant Deed is filed for record with the Riverside County Recorder, which shall be on or before thirty (30) days after the date of approval of the proposed sale by the California Department of Finance (“Closing Date”). The Close of Escrow shall be in accordance with Article IV of this Agreement.

2.3 Escrow Instructions. This Agreement shall constitute joint primary escrow instructions to the Escrow/Title Company; provided, however, that the parties shall execute such additional instructions as requested by the Escrow/Title Company not inconsistent with the

provisions hereof. In the event of any inconsistency between such escrow instructions and this Agreement, this Agreement shall control the rights and obligations of the parties.

ARTICLE III **CONDITIONS PRECEDENT**

The purchase and sale under this Agreement shall be subject to the satisfaction of the conditions precedent set forth in this Article III (unless waived in writing by the party to whom the benefit of such condition runs) on or before the Closing Date or such earlier date as is specified in this Agreement, each of which conditions shall be a covenant of the party required to perform such condition.

3.1 Conditions to Buyer's Obligations and Due Diligence Period.

A. Delivery of Title and Title Insurance. Agency shall convey title to the Agency Property to Buyer at the Close of Escrow, subject only to Permitted Exceptions. The term "Permitted Exceptions" shall mean: (i) liens for real property taxes shown as exceptions in the Title Report provided that the taxes are not delinquent; (ii) the standard exclusions to coverage under Escrow/Title Company's ALTA Extended Coverage Owner's Policy of Title Insurance ("Title Policy"); and (iii) any other lien, encumbrance, title exception or defect that appears in the Title Report which Buyer has approved or which is caused by Buyer prior to the Close of Escrow. Notwithstanding the foregoing, in no event shall the following be considered Permitted Exceptions: deeds of trust or mortgages; judgments; mechanics' and materialmen's liens; tax liens; or liens, encumbrances or other title matters created by Agency after the date of this Agreement without the prior written consent of Buyer. Buyer agrees that Agency's obligation to convey title to Buyer shall be deemed satisfied upon Escrow/Title Company's willingness to issue the Title Policy subject only to the Permitted Exceptions.

B. Delivery of Title Report. Within five (5) days following the opening of Escrow and at Buyer's expense, Escrow/Title Company shall deliver to Buyer a preliminary title report for the Agency Property ("Title Report") together with copies of any exceptions referred to in Schedule B of the Title Report.

C. Due Diligence Period. Buyer shall have thirty (30) days after the opening of Escrow (the "Due Diligence Period") to review the exceptions, legal descriptions and other matters contained in the Title Report. Agency shall deliver to Buyer during the Due Diligence Period any other documents relating to the Agency Property to the extent they are requested by Buyer and reasonably available to Agency. Buyer shall promptly provide to Agency a copy of all reports. If the Buyer reasonably determines within the Due Diligence Period that the condition of title or the condition of the Agency Property is not satisfactory for any reason, Buyer may elect to terminate this Agreement by promptly notifying the Agency and Escrow/Title Company in writing of its decision to terminate.

D. Representations and Warranties. Each of the representations and warranties by Agency contained in Section 7.1 was true and correct in all material respects as of the date made and continues to be true and correct in all material respects as of the Close of Escrow.

E. Delivery of Close of Escrow Documents. Execution, delivery and acknowledgement as appropriate by Agency of the Close of Escrow documents set forth in Section 4.1B(i) and other necessary Close of Escrow documents as may be reasonably requested by Buyer or Escrow/Title Company.

F. No Material Change. No material change in the status of the use, title, occupancy or physical condition of the Property, unless caused by Buyer or its agents, shall have occurred with respect to the Agency Property prior to Close of Escrow that has not been approved in writing by Buyer, which approval can be withheld in Buyer's sole discretion. Additionally, Agency shall (i) maintain its existing insurance policies in full force and effect; (ii) provide prompt written notice to Buyer of any casualty or condemnation affecting any portion of the Agency Property after the date of this Agreement; (iii) deliver to Buyer, promptly after receipt by Agency, copies of all notices of violation issued by any governmental authority with respect to the Agency Property received by Agency after the date of this Agreement; (iv) advise Buyer promptly of any litigation, arbitration or other judicial or administrative proceeding which concerns or affects the Property; and (v) comply in material respects with the requirements of all contracts, licenses, permits, approvals, guaranties and warranties.

G. Agency Performance. Agency shall have performed each and every undertaking, covenant and agreement required to be performed by Agency under this Agreement prior to or at the Close of Escrow.

3.2 Conditions to Agency's Obligations.

A. Delivery of Purchase Price. Buyer shall have deposited the Purchase Price with Escrow/Title Company.

B. Representations and Warranties. Each of the representations and warranties by Buyer contained in Section 7.2 below shall be determined to have been true and correct in all material respects as of the date made and shall continue to be true and correct in all material respects as of the Close of Escrow.

C. Delivery of Close of Escrow Documents. Execution, delivery and acknowledgement as appropriate by Buyer of the Close of Escrow documents set forth in Section 4.1B(ii) and other necessary Close of Escrow documents as may be reasonably requested by Buyer with Escrow/Title Company.

D. Buyer Performance. Buyer shall have performed each and every undertaking, covenant and agreement required to be performed by Buyer under this Agreement prior to or at the Close of Escrow.

3.3 Failure of Conditions. The failure of Agency or Buyer to satisfy any of the conditions precedent contained in this Article III within the times specified in this Agreement shall constitute a default hereunder and unless such conditions are waived or the time for satisfaction extended by the party to whose benefit the conditions run, the party to whose benefit the conditions

run shall have the right to terminate this Agreement by delivering written notice to the other party and Escrow/Title Company.

ARTICLE IV **CLOSE OF ESCROW**

4.1 Close of Escrow. The purchase and sale of the Agency Property shall be consummated on or prior to the Closing Date in accordance with the following:

A. Time. When Escrow/Title Company is in a position to issue the Title Policy and all required documents and funds have been deposited with Escrow/Title Company, and Buyer and Agency have advised the Escrow/Title Company in writing that the Conditions of Close of Escrow set forth herein have been satisfied or waived, Escrow/Title Company shall immediately close Escrow as provided below.

B. Close of Escrow Documents.

(i) Agency. No later than the day prior to the Closing Date, Agency shall duly execute and acknowledge as appropriate and deliver to Escrow/Title Company the following:

(a) A grant deed conveying the Agency Property to Buyer in substantially the form attached to this Agreement as Exhibit A (“Grant Deed”);

(b) A Non-foreign Entity Affidavit (“Affidavit”), in the form attached to this Agreement as Exhibit B, pursuant to Section 9.1; and

(c) An Affordable Housing Restriction (“Restriction”) in substantially the form attached to this Agreement as Exhibit C in compliance with the Surplus Lands Act; and

(d) Such documents and instruments as Escrow/Title Company may reasonably require to evidence the due authorization and execution of the documents and instruments to be delivered by Agency under this Agreement and to issue the Title Policies.

The obligations of Agency to deliver documents and instruments into Escrow in accordance with this Section 4.1B(i) are separate, independent covenants of Agency and shall not be conditioned upon Buyer’s deliveries in accordance with Section 4.1B(ii).

(ii) Buyer. No later than the day prior to the Closing Date, Buyer shall duly execute and acknowledge as appropriate and deliver to the Escrow/Title Company the following:

(a) The amount of the Purchase Price;

(b) A Change of Ownership Statement, as required by Escrow/Title Company or Escrow/Title Company;

(c) Such documents and instruments as Escrow/Title Company may reasonably require to evidence the due authorization and execution of the documents and instruments to be delivered by Buyer under this Agreement and to issue the Title Policy.

The obligations of Buyer to deliver funds, documents and instruments into Escrow under this Section 4.1B(ii) shall be separate, independent covenants of Buyer and shall not be conditioned upon Agency's deliveries in accordance with Section 4.1B(i).

C. Close of Escrow Procedure. At such time as the Escrow/Title Company has received all of the items specified in Section 4.1B, and at such time as Escrow/Title Company is prepared to issue the Title Policy in accordance with Section 3.1A, Buyer and Agency hereby authorize and instruct Escrow/Title Company to: (i) cause Escrow/Title Company to record the Grant Deed and the Restriction, and issue the Title Policies to Buyer; (ii) pay any applicable recordation fees and transfer taxes; (iii) compute pro-rations relating to the Agency Property for the accounts of Agency and Buyer; (vi) pay to Agency an amount equal to the Purchase Price, less any pro-rations chargeable to Agency and any amounts payable by Agency to Escrow/Title Company for its services and expenditures in connection with this Agreement; (iv) pay to Buyer the balance of the funds then held by Escrow/Title Company, less any pro-rations chargeable to Buyer and any amounts payable by Buyer to Escrow/Title Company for its services and expenditures in connection with this Agreement; and (vii) deliver to Buyer and Agency a conformed copy of the Grant Deed and the Restriction showing the recording information.

4.2 Fees; Expenses; Prorations.

A. Fees, Expenses, Transfer Taxes.

(i) Agency. Agency shall pay or satisfy, as applicable: (a) all documentary transfer taxes imposed in connection with the recording of the Grant Deed; (b) one-half (½) of the Escrow fees; (c) the cost of the Title Policy for Buyer as is reasonable and customary in the amount of the Purchase Price; (d) the cost of the NHZ Report, and (e) any other customary fees and charges and expenditures authorized by Agency.

(ii) Buyer. Buyer shall pay: (a) one-half (½) of the Escrow fees; (b) the cost of recording the Grant Deed and all other documents recorded at the Close of Escrow; and (c) any other customary fees and charges and expenditures authorized by Buyer. Buyer shall have the right to procure an ALTA Extended Coverage Owner's Policy of Title Insurance ("ALTA Policy") and Buyer shall pay for the increased cost of such ALTA Policy above the cost of the Title Policy, the cost of any survey that the Escrow/Title Company requires for issuance of an ALTA Policy and for the cost of any other increase in the amount or scope of title insurance if Buyer elects to increase the amount or scope of title insurance coverage or to obtain endorsements to the Title Policy or ALTA Policy. All other costs, if any, shall be apportioned between Buyer and Seller in the customary manner for real estate transactions in the County of Riverside, State of California. All other costs, if any, shall be apportioned between Buyer and Agency in the customary manner for real estate transactions in the County of Riverside, State of California.

B. Real Property Taxes and Assessments. All real property taxes and assessments for the fiscal years of the taxing and assessing authorities in which the Close of Escrow

occurs shall be prorated on the basis of a three hundred sixty-five (365) day year at the Close of Escrow with appropriate debits and credits to the accounts of Buyer and Agency so that Agency shall be responsible for paying all of the same, to the extent duly allocable to the period ending on the day immediately prior to the Closing Date and Buyer shall be responsible for paying all of the same (if any shall be due), to the extent duly allocable to the period commencing upon the Closing Date.

C. **Commissions.** Buyer and Agency represent and warrant to each other that no person or entity may claim or is entitled to a real estate commission, finder's fees or any similar payments with respect to this Agreement or the sale of the Property. Buyer and Agency shall each protect, defend, indemnify and hold the other harmless from and against all such claims for real estate commissions, finder's fees or any similar payments with respect to the sale of the Agency Property in accordance with this Agreement.

ARTICLE V **BREACH**

5.1 General. If either party breaches its obligations under this Agreement prior to the Close of Escrow, then the other party may, without terminating this Agreement, suspend performance by giving written notice to the other party until such breach is cured by the other party. Except for Agency's and Buyer's respective delivery obligations under Article IV, including, without limitation, Buyer's delivery to the Escrow/Title Company of the Purchase Price, neither party shall be in default under this Agreement unless it fails to cure a breach of such party's obligations under this Agreement within twenty-four (24) hours after receipt of written notice of such breach from the non-breaching party. Nothing contained in this Agreement is intended nor shall permit any party in default to terminate this Agreement or the Escrow provided for in this Agreement as a result of such default.

5.2 Termination. If either party breaches any of its obligations under this Agreement prior to the Close of Escrow and fails to cure such breach within twenty-four (24) hours after receipt of written notice from the other party, then the non-defaulting party may terminate this Agreement by written notice to the defaulting party and to the Escrow/Title Company. Termination of this Agreement shall be without prejudice as to whatever legal rights the party may have against the other arising out of this Agreement. If neither party has fully complied with the provisions of Escrow and notice has not been delivered pursuant to Section 5.1, then Escrow/Title Company shall proceed with the Close of Escrow as soon as possible.

ARTICLE VI **CONDITION OF PROPERTY**

6.1 "As Is" Condition. The Agency Property is purchased and sold in "AS IS" condition. Buyer, as specified in Section 3.1C, has or shall have inspected and conducted tests, inspections, investigations and studies of the Agency Property as Buyer, in Buyer's discretion, deems necessary. Buyer represents that it is acting and will act only upon information obtained by it from its own inspection and investigation of the Agency Property and upon the express representations of Agency contained in this Agreement.

ARTICLE VII

REPRESENTATIONS AND WARRANTIES

7.1 Agency's Representations and Warranties. In consideration of Buyer's entering into this Agreement and as an inducement to Buyer to purchase the Property, Agency makes the following covenants, representations and warranties, each of which is material and is being relied upon by Buyer (and the continued truth and accuracy of which shall constitute a condition precedent to Buyer's obligations hereunder):

A. Authority. Agency has the full power and authority to sell the Property, and this Agreement has been duly and validly authorized, executed and delivered by Agency and no other authorization or third party consent is requisite to the valid and binding execution, delivery and performance of this Agreement by Agency.

B. Encumbrances. Agency is the owner of the fee interest in the Agency Property free and clear of all liens, encumbrances and other matters other than those set forth in the Title Policy and the Agency Property is not subject to any outstanding contract of sale, right of first refusal or purchase option, in favor of any person or entity, except Buyer. Agency will not sell, lease, sublease, assign, mortgage or otherwise encumber the Agency Property without Buyer's prior written approval, which may be withheld in Buyer's sole discretion.

C. Representations. All representations and warranties of Agency set forth in this Agreement shall be true on and as of the Close of Escrow as if those representations and warranties were made on and as of such time.

D. Legal Power. The individuals executing this Agreement and the instruments referenced herein on behalf of Agency, have the legal power, right and actual authority to bind Agency to the terms and conditions hereof and thereof.

E. No Breach. There are no contracts or agreements relating to the leasing, operation and maintenance of the Agency Property which will be effective as to the Agency Property following the Close of Escrow. There are no agreements, rights or agreements under which any third person or party has any right or option to purchase the Property. This Agreement and all documents required hereby to be executed by Agency are and shall be valid, legally binding obligations of and enforceable against Agency in accordance with their terms, subject only to the applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles effecting or limiting the rights of contracting parties generally. To Agency's knowledge, neither the execution and delivery of this Agreement and the documents referenced herein, nor the incurrance of the obligations set forth herein, nor the consummation of the transactions herein contemplated, nor compliance with the terms of this Agreement and the documents reference herein, result in the breach of any terms, conditions or provisions of, or constitute a default under, any bond, note, or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease, or other agreements or instruments to which Agency is a party or effecting the Property.

F. Litigation. There are no suits, claims, foreclosure proceedings, property tax protests, zoning or other administrative proceedings that are pending or, to the best of Agency's knowledge, threatened with respect to or in any manner affecting the Property.

G. Condemnation; Eminent Domain. Agency has neither received any written notice from a governmental authority, nor has any knowledge of any action regarding eminent domain proceedings for the condemnation of all or any portion of the Property. To Agency's knowledge, Agency has not received any written notices of violations, including, without limitation, any environmental law violations, that still exist from any municipal or governmental bodies regarding the Property.

H. Due Diligence. Agency has delivered to Buyer complete legible copies of all the material documents pursuant to Section 3.1C. concerning the Agency Property in Agency's possession or under its control.

I. Environmental Laws. To Agency's knowledge, Agency has not received written notice from any governmental authority that the Agency Property or the use or operation thereof are in violation of any Environmental Laws, and to Agency's knowledge, no such written notice has been issued and, to Agency's knowledge, no violation of any Environmental Laws has occurred. To Agency's knowledge, no part of the Agency Property has ever been used by any person or entity to refine, produce, use, store, handle, transfer, process, transport or dispose of any Hazardous Substances.

7.2 Buyer's Representations, Warranties and Covenants. In consideration of Agency entering into this Agreement and as an inducement to Agency to sell the Agency Property to Buyer, Buyer makes the following representations, warranties and covenants, each of which is material and is being relied upon by Agency (the continued truth and accuracy of which shall constitute a condition precedent to Agency's obligations hereunder):

A. Authority. Buyer has the full power and authority to buy the Property, and this Agreement has been duly and validly authorized, executed and delivered by Buyer and no other authorization or third party consent is requisite to the valid and binding execution, delivery and performance of this Agreement by Buyer.

B. Representations. All representations and warranties of Buyer set forth in this Agreement shall be true on and as of the Close of Escrow as if those representations and warranties were made on and as of such time.

ARTICLE VIII

CONDEMNATION, DAMAGE AND DESTRUCTION

8.1 Condemnation. If, between the date of this Agreement and the Closing Date, condemnation or eminent domain proceedings affecting any portions of the Agency Property are initiated or are threatened to be initiated by any entity other than Buyer, then, Buyer shall have the right to either: (i) affirm this Agreement, which shall remain in full force and effect without any diminution of the Purchase Price and Agency shall assign to Buyer upon the Closing Date all of Agency's rights to any condemnation awards by depositing an assignment of said award with the Escrow/Title Company; or (ii) subject to and conditioned on Buyer's compliance with the

remaining provisions of this Section 8.1, terminate this Agreement and neither party shall have any further obligations or liabilities to each other, except that Buyer's indemnity obligations under this Agreement shall survive any such termination. Buyer shall not propose, institute, cooperate with or permit any condemnation of all or any part of the Agency Property prior to the Close of Escrow.

8.2 Damage and Destruction. If, between the date of this Agreement and the Closing Date, any portion of the Agency Property is materially damaged or destroyed, then Buyer shall have the option by written notice to Agency to: (i) terminate this Agreement and Buyer shall have no obligation to purchase the Agency Property and Agency shall have no obligation to sell the Agency Property to or (ii) affirm this Agreement, which shall remain in full force and effect without delaying the Close of Escrow and without diminution of the Purchase Price.

ARTICLE IX **MISCELLANEOUS**

9.1 No Foreign Investors. Agency warrants and represents to Buyer that Agency is not a foreign individual, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations). Agency shall execute and deliver to Buyer at the Close of Escrow the Affidavit certifying the representations and warranties made pursuant to this Section.

9.2 Attorneys' Fees. If any action, proceeding or arbitration is brought to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to all other damages, all costs and expenses of such action, proceeding or arbitration, including but not limited to actual attorneys' fees (including the allocated costs of in-house counsel), witness fees' and court costs. The phrase "prevailing party" as used in this Section shall mean the party who receives substantially the relief desired whether by dismissal, summary judgment or otherwise. The terms of this Section shall survive the Close of Escrow and shall not be merged with the Grant Deed.

9.3 Notices. All notices and requests under this Agreement shall be in writing and shall be sent by personal delivery, facsimile or e-mail (with hard copy to follow the next business day by overnight mail), by nationally recognized overnight mail carrier such as FedEx or delivered in person to the following street addresses:

AGENCY:

Successor Agency of the
Redevelopment Agency
of the City of Lake Elsinore
130 S. Main Street
Lake Elsinore, CA 92530
Attn: Jason Simpson, City Manager
Telephone: (951) 674-3124 ext. 204
Facsimile: (951) 674-2392
E-Mail: jsimpson@Lake-Elsinore.org

With a copy to: Leibold McClendon & Mann PC
9841 Irvine Center Drive, Suite 230
Irvine, CA 92618
Attention: Barbara Leibold
Telephone: (949) 585-6300 ext. 101
Facsimile: (949) 585-6305
E-Mail: barbara@ceqa.com

BUYER: Steven Udell Woods Jr.
and Andreina Chacon-Woods
34250 Deergrass Way
Lake Elsinore, CA 92532
Telephone:
Facsimile:
E-Mail: steven_nina@yahoo.com

Escrow/Title Company: First American Title Insurance Company
43620 Ridge Park Drive, Suite 200
Temecula, CA 92590
Attention: Debra Fritz
Telephone: (951) 296-2948
E-Mail: dfritz@firstam.com

All notices shall be effective upon the earlier of personal delivery or receipt of a facsimile confirmation statement, if sent by facsimile, or receipt of confirmation of delivery, if delivered by e-mail or a nationally recognized overnight mail carrier. Either party may change its address or designate a new street address for notices under this Agreement by notice complying with the terms of this Section.

9.4 Cooperation. Buyer and Agency shall reasonably cooperate with the other in connection with the requirements imposed by this Agreement and agree to cooperate with each other by executing such other documents or taking such other action as may be reasonably necessary in accordance with the intent of the parties as evidenced by this Agreement, provided such documents do not create any additional liability or expense for such party not contemplated by this Agreement.

9.5 Survival. Buyer's and Agency's representations, warranties and obligations under this Agreement shall survive the Close of Escrow and shall not be merged into or defeated by the execution, delivery or recordation of the Grant Deed given in connection with this Agreement.

9.6 Interpretation. This Agreement shall be construed and enforced in accordance with the laws of the State of California as applicable to contracts entered into in California among parties doing business therein. This Agreement contains the entire agreement between the parties respecting the purchase and sale of the Agency Property and supersedes all prior negotiations, discussions, understandings and agreements, both oral and written, between the parties with respect to such matters. This Agreement shall not be effective between the parties until the date this Agreement is executed and delivered into Escrow by both Agency and Buyer. This Agreement

may not be modified or amended in any way except by a writing executed by both Buyer and Agency. The section headings of this Agreement are for convenience only and are not to be construed as part of this Agreement and do not in any way amplify or define the terms, conditions, and covenants of this Agreement and shall not be used in construction or interpretation of this Agreement. There are no third-party beneficiaries to this Agreement. Unless the context otherwise indicates, whenever used in this Agreement, the word “party” or “parties” means Buyer or Agency or both, as the context may require. Time is of the essence in the performance of each term of this Agreement.

9.7 Successors and Assigns. This Agreement shall be binding upon and inure to the benefits of the successors and assigns of the parties to this Agreement. In no event shall Buyer have any right to delay or postpone the Close of Escrow to create a partnership, corporation or other form of business association or to obtain financing to acquire title to the Agency Property or to coordinate with any other sale, transfer, exchange or conveyance.

9.8 Severability. If any term or provision of this Agreement is determined to be invalid or unenforceable, the remaining terms and provisions shall not be affected thereby and shall remain in full force and effect to the maximum extent permitted by law.

9.9 Dates. Whenever any determination is to be made or action is to be taken on a date specified in this Agreement, if such date shall fall on Saturday, Sunday or legal holiday under the laws of the State of California, then in such event said date shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

9.10 Counterparts; Telefacsimile Execution. This Agreement may be executed in counterparts, all of which shall constitute the same Agreement, notwithstanding that all parties to this Agreement are not signatory to the same or original counterpart.

9.11 No Assumption of Agency's Liabilities. Buyer is acquiring only the Agency Property from Agency and is not the successor of Agency. Except only for the obligations accruing after the Closing Date or assumed in writing by Buyer, Buyer does not assume or agree to pay, or indemnify Agency or any person or entity against any liability, obligation or expense of Agency or relating to the Property.

9.12 Limitation of Liability. No advisor, trustee, director, officer, partner, member, employee, beneficiary, shareholder, participant or agent of or in Agency or Buyer shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter. The terms of this Section survive the Close of Escrow or termination of this Agreement.

9.13 Indemnification; Limitation on Liability. Agency 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 Agency, including, without limitation, the falsity of any representation or warranty made by Agency contained in this Agreement. Neither Buyer nor Agency shall in any event be entitled to, and each hereby waives, any right to seek consequential damages of any kind or nature from the other party arising out of or in connection with this Agreement.

9.14 Tax and legal advice. Agency represents and warrants that the buyer has not provided tax or legal advice to Agency in connection with this agreement. Agency further represents and warrants that they have been advised of their right to legal counsel and tax advice and have either obtained the advice of independent legal counsel or a tax advisor with respect to the terms of this agreement and all attachments hereto and other agreements required hereby, or have knowingly and voluntarily decided not to consult with legal counsel or a tax advisor of his/her choosing.

9.15 Time of Essence. Time is expressly made of the essence with respect to the performance by Buyer and Agency of each and every obligation and condition of this Agreement including, without limitation, the Close of Escrow.

9.16 Exhibits Incorporated by Reference. All exhibits attached to this Agreement are incorporated in this Agreement by this reference. This Agreement includes thirteen (13) pages, a signature page (Page 14) and two (2) exhibits including Exhibit "A", form of Grant Deed, and Exhibit "B", Agency's form of Certification of Non-Foreign Status.

[Signatures on next page]

IN WITNESS WHEREOF, the Buyer and the Agency have signed this Agreement and Escrow Instructions for Purchase and Sale of Real Property on the date set forth below.

“AGENCY”

**SUCCESSOR AGENCY OF THE
REDEVELOPMENT AGENCY OF THE
CITY OF LAKE ELSINORE**, a public body,
corporate and politic

Dated: _____

By: _____
Jason Simpson, Executive Director

ATTEST:

Candice Alvarez, MMC, City Clerk

APPROVED AS TO FORM:

LEIBOLD McCLENDON & MANN, P.C.

By: _____
Barbara Leibold, Agency Counsel

“BUYER”

Dated: _____

By: _____
Steven Udell Woods, Jr.

By: _____
Andreina Chacon-Woods

EXHIBIT "A"

GRANT DEED

WHEN RECORDED MAIL AND
MAIL TAX STATEMENTS TO:

STEVEN UDELL WOODS, JR.
ANDREINA CHACON-WOODS
34250 Deergrass Way
Lake Elsinore, CA 92532

DOCUMENTARY TRANSFER TAX \$ NONE

FREE RECORDING REQUESTED PURSUANT
TO GOV'T CODE SECTION 27383

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the
**SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF
LAKE ELSINORE**, a public body, corporate and politic ("Agency"), hereby GRANT(S) to the
STEVEN UDELL WOODS JR. and ANDREINA CHACON-WOODS ("Buyer"), the real
property referred to as APN No. 377-292-017 and described as:

SEE ATTACHMENT NO. 1 TO EXHIBIT "A"
ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

"AGENCY"

**SUCCESSOR AGENCY OF THE
REDEVELOPMENT AGENCY OF THE
CITY OF LAKE ELSINORE**, a public body,
corporate and politic

Dated: _____

By: Exhibit – Do Not Sign

Its: _____

**ATTACHMENT NO. 1
TO
EXHIBIT "A"**

LEGAL DESCRIPTION

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

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____ a
Notary Public, personally appeared _____ who proved to me on
the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

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

STATE OF CALIFORNIA)
) §
County of _____)

On _____, before me, _____ a
Notary Public, personally appeared _____ who proved to me on
the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature of Notary

(Affix seal here)

EXHIBIT "B"

**AGENCY'S CERTIFICATION OF NON-FOREIGN STATUS
FIRST AMERICAN TRUST**

To inform the Steven Udell Woods and Andreina Chacon-Woods (collectively, "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. 377-292-017 located in the City of Lake Elsinore, California to the Transferee by the **SUCCESSOR AGENCY OF THE REDEVELOPMENT AGENCY OF THE CITY OF LAKE ELSINORE**, a public body, corporate and politic ("Transferor"), the undersigned hereby certifies the following:

1. I/we am/are not a nonresident alien for purposes of United States income taxation;
2. My/our United States taxpayer identifying number (Social Security Number) is

3. My/our address is

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

"TRANSFEROR"

**SUCCESSOR AGENCY OF THE
REDEVELOPMENT AGENCY OF THE
CITY OF LAKE ELSINORE**, a public body,
corporate and politic

Dated: _____

By: Exhibit – Do Not Sign _____

Its: _____

EXHIBIT "C"

FORM OF AFFORDABLE HOUSING RESTRICTION

**RECORDING REQUESTED BY,
AND WHEN RECORDED RETURN TO:**

Successor Agency of the Redevelopment
Agency of the City of Lake Elsinore
130 S. Main Street
Lake Elsinore, CA 92530
Attn: Executive Director

APN:377-292-017

[SPACE ABOVE FOR RECORDER'S USE ONLY]

*This document is exempt from Recording Fees pursuant
to California Government Code Section 6103 & 27383*

**AFFORDABLE HOUSING RESTRICTION REGARDING
FUTURE RESIDENTIAL DEVELOPMENT
(CALIFORNIA GOVERNMENT CODE SECTION 54233)**

If ten (10) or more residential units are developed on the real property described on Exhibit "A" attached hereto, then not less than 15 percent of the total number of residential units developed on the property shall be sold or rented at affordable housing cost, as defined in Section 50052.5 of the California Health and Safety Code, or affordable rent, as defined in Section 50053 of the California Health and Safety Code, to lower income households, as defined in Section 50079.5 of the California Health and Safety Code. Rental units shall remain affordable to and occupied by lower income households for a period of 55 years for rental housing or 45 years for ownership housing. The initial occupants of all ownership units shall be lower income households, and the units shall be subject to an equity sharing agreement consistent with the provisions of paragraph (2) of subdivision (c) of 65915 of the California Government Code.

These requirements shall be restrictions running with the land and shall be enforceable against any owner who violates such restrictions and each successor-in-interest who continues the violation by any of the entities described in subdivisions (a) to (f), inclusive, of Section 54222.5 of the California Government Code.

CITY OF LAKE ELSINORE, a municipal
corporation

Date: _____

By: **EXHIBIT ONLY – DO NOT SIGN**
Jason Simpson, City Manager

Exhibit A

Legal Description

THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

[to be inserted]

APN: _____