

AGREEMENT
OF PURCHASE AND SALE
AND ESCROW INSTRUCTIONS

This AGREEMENT of Purchase and Sale and Escrow Instructions ("Agreement") is entered into by and between the CITY OF LAKE ELSINORE, a Municipal Corporation herein called "Buyer" and Alberhill Holdings, LLC, a California limited liability company herein called "Seller". Seller and Buyer are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

A. Seller is the owner in fee of certain real property located south of Temescal Canyon Road and west of Lake Street, Lake Elsinore CA 92530 bearing Assessor Parcel Nos. 390-130-016, 390-130-038, 390-130-039 and 390-130-040 ("Master Parcel") as more particularly described on Exhibit "A" attached hereto. Buyer desires to purchase a fee simple area totaling 52,324± square feet in size for habitat conservation purposes, as more particularly described and depicted in Exhibit "B" and Exhibit "C" attached hereto ("Property Interests").

B. Buyer desires to purchase the Property Interests from Seller in connection with public purposes, specifically including the construction and realignment of the Temescal Canyon Bridge in the City of Lake Elsinore ("Project").

AGREEMENT

The parties therefore agree as follows:

1. PURCHASE AND SALE.

Buyer agrees to buy and Seller agrees to sell and convey the Property Interests for the purchase price and upon the terms and conditions set forth in this Agreement.

The total purchase price for the Property Interests shall be the sum of **FORTY-EIGHT THOUSAND ONE HUNDRED THIRTY-EIGHT DOLLARS (\$48,138)** (the "Purchase Price"). The Purchase Price shall be paid by Buyer to Seller at the Close of Escrow. Buyer shall deposit prior to Close of Escrow the funds required to be deposited by it in order to allow the Escrow to close.

2. ESCROW.

Within five (5) days of the execution of this Agreement by all Parties, the Parties shall open an escrow (the "Escrow") with FIDELITY NATIONAL TITLE (the "Escrow Holder"), for the purpose of consummating the purchase and sale of the Seller's interest in the Property Interests as described herein. The Parties hereto shall execute and deliver to Escrow Holder such escrow instructions prepared by Escrow Holder as may be required to consummate the transaction contemplated by this Agreement.

Escrow instructions shall not conflict with, amend, or supersede any provisions of this Agreement. If there is any inconsistency between such instructions and this Agreement, this Agreement shall control unless the parties expressly agree in writing otherwise. The Escrow Instructions shall include the following terms and conditions of sale:

2.1 Close of Escrow.

Escrow shall close on or before ten (10) calendar days following the expiration of the Due Diligence Period (as hereinafter defined) (the "Close of Escrow"). For purposes hereof the "Close of Escrow" shall occur on such date as the payment of the Purchase Price for the Property Interests is made to Seller and the Grant Deed (substantially in the form provided in Exhibit "D") is recorded in the official records of the County of Riverside. If Escrow is not in a condition to close by the Close of Escrow, and the failure to close is due to unforeseen conditions of title or interest of third parties in the Property Interests that cannot be resolved in Escrow, then either Buyer or Seller may, at its option, provided that such party is not in default under this Agreement, request the cancellation of the Escrow and this Agreement and the return of any funds it has deposited into Escrow. Thereupon, all obligations and liabilities of the parties under this Agreement shall cease and terminate. If no such request is made, Escrow shall be closed as soon as possible thereafter. Buyer shall be entitled to sole possession of the Property Interests immediately upon Close of Escrow.

2.2 Condition of Title to Property Interests.

(a) Seller shall cause the conveyance of its interests in the Property Interests to Buyer in such condition as evidenced by a pro forma CLTA Standard Form Policy of Title Insurance to be issued by Title Company to Buyer within five (5) days of the Close of Escrow which shall contain a survey endorsement and such other endorsements as may be reasonably requested by Buyer ("Title Policy"), in such form as is approved by Buyer prior to the Close of Escrow and issued by Chicago Title Company (the "Title Company") in an amount equal to the Purchase Price. The Title Policy shall show as exceptions with respect to the Property Interests only matters approved in writing by Buyer, or as otherwise permitted by the terms and conditions of this Agreement. Notwithstanding the foregoing, Buyer hereby disapproves any title exceptions for deeds of trust which encumber the Property Interests, and any title exceptions for liens for delinquent property taxes on the Property Interests. Seller shall cause such monetary liens to be removed from record title to the Property Interests by causing (i) the execution by the trustee or beneficiary under said deed of trust of a reconveyance for recordation by Title Company at the Close of Escrow, (ii) the recordation of said reconveyance by Title Company in connection with the Close of Escrow, and (iii) payment in full of any delinquent taxes prior to or in connection with the Close of Escrow. Seller shall perform the tasks in the immediately preceding sentence in such a manner that Title Company will remove such monetary liens as title exceptions in the Title Policy at the Close of Escrow. In the event Buyer disapproves any other title exception(s) with respect to the Property Interests, Buyer shall provide written notice thereof to Seller prior to expiration of the Due Diligence Period. Seller shall have the right, but not the obligation, to remove

or otherwise cure such disapproved title exception(s) to the reasonable satisfaction of Buyer, provided, however, that in the event Seller is unwilling or unable to so remove or cure such disapproved exception(s), Buyer shall have the right to terminate this Agreement upon written notice thereof given to Seller and Title Company prior to the closing date specified in Section 2.1 above, in which event all obligations and liabilities of the parties under this Agreement shall cease and terminate, and Title Company shall return to Buyer any funds deposited by Buyer into escrow.

(b) The parties acknowledge that Southern California Edison Company ("SCE") filed a condemnation action in the Riverside County Superior Court bearing Case No. CVRI2101177 filed 2/25/21, which affected portions of the Master Parcel. On or about October 26, 2021, Seller and SCE entered into a settlement agreement and Seller executed and delivered easement deeds for permanent easements and temporary construction easements, portions of which affect portions of the Master Parcel (the "SCE Settlement Agreement and Easement Deeds"). Following the mutual execution of the SCE Settlement Agreement and Easement Deeds, SCE dismissed the condemnation action.

2.3 Right of Possession.

It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the Property Interests by the Buyer, including the right to remove and dispose of improvements, shall commence upon the Close of Escrow.

2.4 Costs of Escrow and Title Policy and Closing Costs.

Buyer shall pay the cost of the Title Policy (inclusive of any survey costs and Buyer requested endorsements), the Escrow fees, and all other costs and expenses incurred herein.

2.5 Property Taxes and Assessments.

Because of Buyer's status as a public agency, no documentary transfer tax will be payable with respect to this conveyance, pursuant to California Revenue and Taxation Code Section 11922. Similarly, no recording fees will be payable with respect to the recording of the Deeds, pursuant to Government Code Section 27383.

To the extent that Seller has prepaid any taxes or assessments attributable to the Property Interests, Seller shall be solely responsible for obtaining any refund due thereon from the taxing authority. Upon written request, Buyer shall assist Seller, at Seller's sole cost, in obtaining said refund, if any; however, in no case shall Buyer credit or otherwise pay Seller for that refund, if any, through or outside of Escrow.

2.6 Deposit of Funds and Documents.

Prior to Close of Escrow, Buyer shall deposit into Escrow, (i) all Escrow and Closing Costs as described above; (ii) the Purchase Price to be paid to Seller through Escrow; (iii) such other documentation as is necessary to close Escrow.

Prior to the Close of Escrow, Seller shall deposit into Escrow, (i) the properly executed and notarized Grant Deed substantially in the form provided in Exhibit "D", for conveyance of the Property Interests to Buyer; and (ii) such other documents and sums, if any, as are necessary to close Escrow in conformance herewith.

2.7 Buyer's Conditions Precedent to Close of Escrow.

The Close of Escrow and the Buyer's obligation to accept title to the Property Interests and the Purchase Price are subject to the following conditions:

(a) All representations and warranties of Seller set forth in this Agreement shall be true and correct as of the date of the Close of Escrow; and

(b) Seller shall timely perform all obligations required by the terms of this Agreement to be performed by them; and

(c) Title Company shall have delivered to Buyer, and Buyer shall have approved, a pro forma Title Policy evidencing that, upon the Close of Escrow, Buyer shall hold title to the Property Interests free of any disapproved title exceptions.

2.8 Seller's Conditions Precedent to Close of Escrow.

For the benefit of Seller, the Close of Escrow shall be conditioned upon the following conditions:

(a) All representations and warranties of Buyer set forth in this Agreement shall be true and correct as of the date of the Close of Escrow; and

(b) Timely performance by Buyer of all obligations required by the terms of this Agreement.

2.9 Buyer Due Diligence Period.

Buyer shall have the right to conduct soils and engineering and environmental assessments of the Property Interests for twenty (20) calendar days after the execution of this Agreement by the Buyer and Seller ("Due Diligence Period"). Buyer shall have the right to engage, at its sole cost and expense, its own environmental consultant ("Buyer's Environmental Consultant"), to make such investigations as Buyer deems necessary, including without limitation any "Phase 1" and/or "Phase 2" investigations of the Master Parcel or any portion thereof, and to perform or cause any other consultants to perform any other desired due diligence investigations. Seller shall

permit Buyer's Environmental Consultant to access the Master Parcel for such purpose. Buyer shall have the right, in its sole discretion, to determine if the Property Interests are in an acceptable condition for acceptance of fee title by Buyer. If Buyer determines that the condition of the Property Interests is not in all respects entirely suitable for the use or uses to which such Property Interests will be put, then Buyer shall have the right to terminate this Agreement upon written notice thereof given to Seller and Title Company prior to the closing date specified in Section 2.1 above, in which event all obligations and liabilities of the parties under this Agreement shall cease and terminate, and Title Company shall return to Buyer any funds deposited by Buyer into escrow. All inspections and other activities on the Master Parcel which are conducted by Buyer, its employees, agents, contractors and/or representatives, shall be conducted at Buyer's sole cost and expense. Buyer shall indemnify, defend and hold harmless Seller for, from and against any and all claims, losses, liabilities, damages, expenses and/or costs, including the cost of remediation, restoration, other similar activities and reasonable attorneys' fees, arising from or in connection with such entry, testing and/or investigation by Buyer, its employees, agents, contractors and/or representatives, whether for active or passive negligence, direct or indirect acts or omissions, strict liability, breach of contract, fines, penalties or otherwise, excluding only claims, losses, liabilities, damages, expenses and costs arising from Seller's sole negligence or willful misconduct; provided, however, neither Buyer nor its employees, agents, contractors and/or representatives shall be liable for any preexisting environmental condition of the Master Parcel unless and to the extent materially exacerbated by the acts or omissions of such parties. In addition, Buyer shall at all times from and after the Effective Date, keep the Master Parcel free from liens, claims, losses, liabilities and other encumbrances resulting from the acts or omissions of Buyer, its employees, agents, contractors and/or representatives, and shall promptly repair any damage to the Master Parcel resulting from such acts or omissions, and shall restore the Master Parcel or applicable portion thereof to substantially the condition which existed immediately prior to Buyer's entry. Prior to entering the Master Parcel, Buyer shall provide Seller with evidence that Buyer and all of its agents and authorized representatives intending to enter the Master Parcel are covered by one or more commercial general liability policies of insurance with combined policy limits of not less than \$2,000,000, with Seller to be named as an additional insured on such policy(ies). In no event shall the limits of Buyer's insurance policies be considered as limiting the liability of Buyer under this Section 2.9. Buyer's covenants and obligations under this Section 2.9 shall survive the termination of this Agreement, the Closing and the recordation of all instruments of conveyance.

3. REPRESENTATIONS AND WARRANTIES OF SELLER AND BUYER.

Seller and Buyer, as applicable, make the following representations and warranties with respect to the Property Interests, each of which shall survive Close of Escrow (as limited by the provisions of Section 3.12 below) for a period of eighteen (18) months (the "Limitation Period"):

3.1. Seller has the full right, power and authority to sell and convey the Property Interests; to enter into this Agreement and the instruments referenced herein;

and to consummate the transactions contemplated hereby, subject to the terms and conditions set forth in this Agreement.

3.2 The persons executing this Agreement and any other documents executed and delivered on behalf of Buyer and Seller have the full right, power and authority to do so and have been duly authorized to do so by Buyer and Seller, and no other persons are required to execute this Agreement on behalf of Buyer or Seller.

3.3 This Agreement and all the documents executed by Seller and Buyer which are to be delivered at the Close of Escrow are and will be duly authorized, executed, and delivered by Seller and Buyer, respectively.

3.4 To Seller's knowledge, the execution and delivery of this Agreement by Seller, Seller's performance hereunder, and the consummation of the transaction contemplated hereby will not constitute a violation of any order or decree or result in the breach of any contract or agreement to which Seller is at present a party or by which Seller is bound.

3.5 Except as otherwise disclosed in writing to Buyer or as otherwise known to Buyer, to Seller's knowledge, no litigation and no governmental, administrative or regulatory act or proceeding regarding the environmental, health and safety aspects of the Property Interests is pending, proposed or threatened.

3.6 Except as (i) disclosed in writing to Buyer by Seller on Exhibit "E" attached hereto, (ii) hereafter disclosed to Buyer pursuant to the provisions of this Section 3.6, or (iii) otherwise known to Buyer, there are no agreements which will burden or encumber the Property Interests after the Close of Escrow. Seller will not enter into any new agreements or undertake any new obligations prior to Close of Escrow which will burden or encumber the Property Interests after the Close of Escrow, without the prior written consent of Buyer. In the event Buyer approves any such new agreements prior to the Close of Escrow, Buyer shall take title to the Property Interests subject to such new agreements.

3.7 Notwithstanding the exception set forth in Section 3.6 above or any other provision of this Agreement, Seller represents and warrants that the Property Interests to be purchased by Buyer pursuant to this Agreement are excluded from and are not impacted by that certain Real Property and Mining Lease Agreement between Seller and Pacific Clay Products, Inc. dated September 30, 2022 and that Seller has the full right, power and authority to sell and convey the Property Interests to Buyer without consultation with, compensation to, or right to contest by Pacific Clay Products, Inc. Seller's representations and warranties set forth in this Section 3.7 shall not be subject to and are exempt from the limitations contained in Sections 3.11 and 3.12.

3.8 Seller has and shall have paid, before Close of Escrow, Seller's pro rata share of all taxes and assessments levied, assessed, due and payable against the Property Interests. If not paid prior to Close of Escrow, Seller hereby authorizes Escrow

Holder to disburse to the taxing authority, from funds otherwise due to Seller, an amount sufficient to satisfy Seller's pro rata share of said taxes and/or assessments.

3.9 Seller represents and warrants to Buyer that no broker or finder has been engaged by Seller in connection with the transaction contemplated by this Agreement, or to Seller's knowledge is in any way connected with such transaction, including without limitation Coldwell Banker Commercial, S.C., Brandon Sudweeks or any broker engaged by Seller's predecessor in interest to the Property in connection with this transaction. Buyer represents and warrants to Seller that no broker or finder has been engaged by Buyer in connection with the transaction contemplated by this Agreement, or to Buyer's knowledge is in any way connected with such transaction. If any claims for brokers' commissions or finder's fees are asserted in connection with the negotiation, execution or consummation of this Agreement, then Buyer shall indemnify, save harmless and defend Seller from and against such claims if they shall be based upon any statement, representation or agreement made by Buyer, and Seller shall indemnify, save harmless and defend Buyer if such claims shall be based upon any statement, representation or agreement made by Seller. Buyer hereby discloses that Buyer's agent involved in the negotiation and execution of this Agreement (or its affiliate or employer) may be a licensed real estate broker or salesperson, but will not receive any brokerage commission in connection with the contemplated transaction.

3.10 For purposes of this Section 3, whenever the phrase "to Seller's knowledge" or words of similar import are used, such language shall be deemed to refer to the actual and not imputed or constructive knowledge of Gregory P. Lansing, without any duty of inquiry or investigation. Notwithstanding anything to the contrary contained in this Agreement, the Parties acknowledge and agree that the representations and warranties set forth in this Agreement are representations and warranties of Seller, and shall not be construed or deemed to be personal representations or warranties of Gregory P. Lansing or any other employee or representative of Seller, and the representations and warranties set forth in this Agreement shall not give rise to any personal liability on the part of Gregory P. Lansing or any other employee or representative of Seller.

3.11. Except as provided in Section 3.7, in no event shall Seller's liability for any and all breaches of Seller's representations and/or warranties under this Section 3 exceed, in the aggregate, the amount of three percent (3%) of the Purchase Price. Seller shall have no liability with respect to any of Seller's representations or warranties herein if, prior to the Close of Escrow, Buyer becomes aware of any breach or falsity of a representation or warranty of Seller, or Buyer has actual notice of any information (from whatever source, as a result of Buyer's due diligence or written disclosure by Seller or any of Seller's agents or employees, or otherwise) that contradicts any of Seller's representations and warranties herein, and Buyer nevertheless proceeds with the Close of Escrow. Seller disclaims all representations and warranties relating in any way to the Property Interests other than those which are specifically set forth in writing in this Section 3, and Buyer hereby waives all rights, remedies, damages and claims against Seller for or in connection with any breach of Seller's representations and warranties, except for those rights, remedies, damages and claims which are reserved to Buyer under the express written provisions of this Section 3.11.

3.12 Seller shall defend, indemnify and hold Buyer harmless from and against any and all claims, liabilities, obligations, losses, damages, costs and expenses, including, without limitation, reasonable attorneys' fees, court costs and litigation expenses, which Buyer may reasonably incur or sustain by reason of or in connection with any misrepresentation made by Seller in this Section 3, but only up to the limitation on damages set forth in Section 3.11 above. Seller's indemnification obligations shall survive the Close of Escrow, subject to the Limitation Period and the exception set forth in Section 3.7. Further, Seller shall have no liability with respect to any of Seller's representations or warranties herein if, prior to the Close of Escrow, Buyer becomes aware of any breach or falsity of a representation or warranty of Seller, or Buyer has actual notice of any information (from whatever source, as a result of Buyer's due diligence or written disclosure by Seller or any of Seller's agents or employees, or otherwise) that contradicts any of Seller's representations and warranties herein, and Buyer nevertheless proceeds with the Close of Escrow. Seller disclaims all representations and warranties relating in any way to the Property Interests other than those which are specifically set forth in writing in this Section 3, and Buyer hereby waives all rights, remedies, damages and claims against Seller for or in connection with any breach of Seller's representations and warranties, except for those rights, remedies, damages and claims which are reserved to Buyer under the express written provisions of this Section 3.12.

4. ACKNOWLEDGMENT OF FULL BENEFITS AND CONSIDERATION.

4.1. By execution of this Agreement, Seller, on behalf of Seller, its heirs, executors, administrators, successors and assigns, hereby acknowledges that this Agreement provides full payment for the acquisition of the Property Interests by Buyer, and Seller hereby expressly and unconditionally waives any claim for compensation for: injury to the remainder ("severance damages"); pre-condemnation damages; claims for inverse condemnation; loss of goodwill and/or lost profits; loss or impairment of any "bonus value" attributable to any lease; damage to or loss of improvements pertaining to the realty; damage to or loss of machinery, fixtures, inventory, equipment and/or personal property; any right to repurchase, leaseback from Buyer, or receive any financial gain from, the sale of any portion of the Property Interests, and attorney's fees and costs, it being understood that this is a complete and full settlement of all acquisition claims, liabilities, or benefits of any type or nature whatsoever relating to or in connection with the acquisition of the Property Interests by Buyer. Notwithstanding anything to the contrary contained in this Agreement, Seller shall reserve and retain from the Property Interests conveyed to Buyer the easements and abutter's rights reserved in the Grant Deed conveyed to Buyer at the Close of Escrow. The provisions of this Section 4.1 shall survive the Close of Escrow.

5. REMEDIES.

In the event of a default under this Agreement by either Seller or Buyer, the rights of the non-defaulting party will be as follows:

5.1 Seller Default.

If Seller defaults under this Agreement, then Buyer may, at Buyer's option, terminate this Agreement and the Escrow or initiate an action for specific performance of this Agreement, in addition to pursuing any other rights or remedies that Buyer may have at law or in equity. Any action for specific performance shall be filed within one hundred eighty (180) days after the expiration of Seller's cure period. Upon such termination by Buyer, the Seller, as the defaulting party, shall pay all Escrow and Title company termination fees.

5.2 Buyer Default.

If Buyer defaults under this Agreement, then Seller may, at Seller's option, terminate this Agreement and the Escrow or pursue any rights or remedies that Seller may have at law or in equity. Upon such termination by Seller, the Buyer, as the defaulting party, shall pay all Escrow and Title company termination fees.

5.3 Notice and Right to Cure.

Unless otherwise specified herein, each Party shall be entitled to written notice of any default and shall have ten (10) days from receipt of such notice to cure such default prior to the exercise of any remedy provided herein, except with respect to Section 2.6, for which the cure period shall be five (5) days.

6. AS-IS SALE / BUYER'S RELEASE.

6.1 Property Interests Purchased and Sold As-Is. Buyer covenants and agrees to accept the Property Interests AS-IS, WHERE-IS, SUBJECT TO ALL FAULTS, without representations or warranties of any type except for the express written representations and warranties set forth in Section 3 above, and Buyer covenants and agrees that Buyer and Buyer's successors and assigns shall be solely responsible for ensuring that the Property Interests and all improvements developed by or on behalf of Buyer on the Property Interests are designed, engineered and constructed in such a manner as to take into account the physical condition of the Property Interests, including soil conditions. The provisions of this Section 6.1 shall survive the Close of Escrow and the recordation of all instruments of conveyance.

6.2 Buyer's Release of Claims. For and in exchange of material consideration, excepting and reserving to Buyer only the Excluded Claims (as defined in Section 6.2.4 below), Buyer hereby fully and forever releases, acquits and discharges Seller and its owners, partners, shareholders, members, directors, officers, employees, predecessors, successors and assigns (collectively, "Released Parties"), of and from, and hereby fully and forever waives each and all of the foregoing with respect to the Property Interests at the Close of Escrow:

6.2.1 Any and all claims, actions, causes of action, suits, proceedings, demands, rights, liability, losses, damages, injuries, costs, expenses or

other compensation whatsoever, whether known or unknown, direct or indirect, foreseeable or unforeseeable, absolute or contingent, that Buyer now has or may hereafter have, arising out of, directly or indirectly, or in any way connected with: (i) any condition at the Property Interests, however and whenever occurring (including, without limitation, soil conditions and/or the contamination or pollution of any surface or subsurface soils or water); (ii) to the extent not already included in (A), above, the prior or present release or discharge, or threatened release, of any Hazardous Materials at the Property Interests, however and whenever occurring (including, without limitation, the release or discharge, or threatened release, of any Hazardous Materials into the air at the Property Interests or into any soils, subsoils, subsurface media, surface waters or groundwaters at the Property Interests); (iii) the violation of any Environmental Requirement or other applicable law now or hereafter in effect, however and whenever occurring; (iv) the condition of the surface and subsurface soils at the Property Interests, including without limitation constituency, compaction, grading and/or slope thereof; (v) all mitigation, restoration, remediation and/or similar requirements for or relating to the Property Interests; and (vi) the condition of any improvements in, on or about the Property Interests; including without limitation as to all of the foregoing, each and all of the matters set forth in Section 6.2.2 as follows:

6.2.2 All damages (including, without limitation, damages for death, personal injury, emotional distress, or injury to property, the environment or natural resources, whether occurring on or off of the Property Interests, and whether foreseeable or unforeseeable, including, without limitation, compensatory damages, consequential damages, punitive damages); losses (including, without limitation, lost profits, lost revenues, lost business, and any diminution in the value of the Property Interests); costs (including, without limitation, all costs and expenses related to any repair of improvements, investigation, monitoring, removal, remediation or other cleanup of Hazardous Materials or which are incurred in order to comply with any Environmental Requirement including, without limitation, any governmental order, decree, directive or other applicable law now or hereafter in effect); liabilities (including, without limitation, liability to any third person or governmental authority to indemnify, reimburse or otherwise compensate such person or authority for anything); judgments; fines; penalties; fees (including, without limitation, fees for the services of attorneys, consultants, contractors, engineers, experts, laboratories and other professionals); expenses; or other compensation whatsoever arising out of, directly or indirectly, or in any way connected with any of the matters described in clauses (i) through (vi) of Section 6.2.1 above, and all claims relating to any of the foregoing; and

6.2.3 Without limiting the scope or generality of the foregoing release and waiver provisions, said provisions shall be deemed to specifically include and cover (i) any claim for or right to indemnification, contribution or other compensation based on or arising under the Comprehensive Environmental Response, Compensation and Liability Act, as amended ("CERCLA"), 42 U.S.C. § 9601, et seq., the Resource Conservation and Recovery Act, as amended ("RCRA"), 42 U.S.C. § 6901, et seq., the Carpenter-Presley-Tanner Hazardous Substances Account Act, as amended ("CPTHSA"), Cal. Health & Safety Code § 25300, et seq., or any similar or other applicable law now or hereafter in effect, and (ii) any claim for or based on trespass,

nuisance, waste, negligence, negligence per se, strict liability, ultrahazardous activity, indemnification, contribution or other theory arising under the common law of the State of California (or any other applicable jurisdiction) or arising under any applicable law now or hereafter in effect. For purposes of this Section 6.2.3, the word “at” also means on, beneath, in, above, and in the vicinity of.

6.2.4 Notwithstanding the foregoing, for purposes of this Agreement, Buyer hereby reserves and excludes from the releases set forth in this Section 6.2, (i) any claims for liability arising from or in connection with a breach by Seller with respect to its obligations under this Agreement; and (ii) any claims for liability arising from or in connection with a breach by Seller with respect to its express written representations and warranties set forth in Section 3 of this Agreement, but only for claims filed during the Limitation Period, and subject to the limitation on damages set forth in Section 3.11 of this Agreement (collectively, the “Excluded Claims”).

6.2.5 With respect to all releases made by Buyer in this Agreement, Buyer hereby waives the application and benefits of California Civil Code § 1542 and hereby verifies that its signatories and authorized representatives have read and understand the following provision of California Civil Code § 1542:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

6.2.6 For purposes of this Agreement, “Hazardous Materials” means any substance, chemical, waste, material, contaminant, pollutant or emission: (i) the presence of which requires investigation, monitoring, removal or remediation under any federal, state or local statute, ordinance, code, regulation, order, decree, policy or common law now or hereafter in effect; (ii) which is or becomes defined as a “hazardous substance”, “hazardous material”, “hazardous waste”, “pollutant”, or “contaminant” under any federal, state or local statute, ordinance, code, regulation or rule now or hereafter in effect, or under any amendments thereto; (iii) which is or may be toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous; (iv) the presence of which causes or threatens to cause a nuisance or trespass or poses or threatens to pose a hazard or risk to the health or safety of persons on, about or in the vicinity of, the Property Interests; (v) without limitation, which is or contains gasoline, diesel fuel, motor oil, waste oil, grease, crude oil, methane or any other oil, gas or petroleum hydrocarbons; (vi) without limitation, which is or contains asbestos in any form, polychlorinated biphenyls (PCBs), or urea formaldehyde foam insulation; (vii) without limitation, which is or contains radon gas; or (viii) without limitation, which is electromagnetic or magnetic in nature.

6.2.7 For purposes of this Agreement, the term “Environmental Requirements” means any and all present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations,

concessions, franchises and similar enactments or requirements of any governmental legislative bodies, agencies, authorities, departments, commissions, boards, bureaus, or instrumentalities of the United States, any state within the United States (including, without limitation, the State of California) or any political subdivisions thereof, and all applicable judicial, administrative, and regulatory and/or judicial decrees, judgments and orders in any way relating to the protection, administration, governance or other regulation of human health or safety, workplace safety, industrial hygiene, natural resources or the environment.

6.2.8 The provisions of this Section 6.2 shall survive the termination of this Agreement, the Close of Escrow and the recordation of all instruments of conveyance.

7. MISCELLANEOUS.

7.1 Notice.

Any notice to be given or other document or documents to be delivered to either party by the other hereunder may be delivered in person or may be deposited in the United States Mail in the State of California, duly registered or certified, with postage prepaid, and addressed as follows with a copy emailed to each recipient:

Seller: Alberhill Holdings, LLC
505 Lomas Santa Fe Drive, Suite 230
Solana Beach, CA 92075
Email: glansing@lansingcompanies.com
Attn: Gregory P. Lansing

With a copy to: Lansing Industries, Inc.
505 Lomas Santa Fe Drive, Suite 230
Solana Beach, CA 92075
Email: ppitingaro@lansingcompanies.com
Attn: Paul W. Pitingaro, Esq.

Buyer: City of Lake Elsinore
130 South Main Street
Lake Elsinore, CA 92530
Email: rhabib@lake-elsinore.org
Attn: Remon Habib, City Engineer

With a copy to: City of Lake Elsinore
130 South Main Street
Lake Elsinore, CA 92530
Email: jsimpson@lake-elsinore.org
Attn: Jason Simpson, City Manager

Any notice or other document sent by registered or certified mail as aforesaid shall be deemed to have been effectively served or delivered at the expiration of twenty-four (24) hours following the deposit of said notice or other document in the United States mail.

7.2. Time of Essence.

Time is of the essence with respect to each and every provision hereof.

7.3. Assignment.

In the event of Seller's sale or other transfer of the Master Parcel or the portion thereof that encompasses the Property Interests to a party other than Buyer prior to the Close of Escrow, Seller shall have the right to assign its rights and obligations under this Agreement to such transferee upon written notice thereof given to Buyer together with a true and correct copy of a written assignment and assumption agreement by which Seller assigns to the transferee and the transferee accepts and assumes Seller's rights and obligations under this Agreement, in which event the transferee shall succeed to all rights and obligations of Seller under this Agreement, Seller shall be released from its obligations under this Agreement and the assignee shall be solely liable and responsible for said obligations. Further, Seller shall have the right to qualify the transfer of the Property Interests or portions thereof as an exchange for like kind property qualifying for tax deferred treatment pursuant to Internal Revenue Code sections 1031 or 1033 as more particularly set forth in Section 7.6 below. Except as set forth hereinabove, neither this Agreement, nor any interest herein, shall be assignable by any party without prior written consent of the other party.

7.4. Governing Law and Venue.

All questions with respect to this Agreement, and the rights and liabilities of the parties hereto, shall be governed by the laws of the State of California. Any and all legal actions sought to enforce this Agreement shall be brought in the courts of the County of Riverside.

7.5. Inurement.

Subject to the restrictions against assignment as herein contained, this Agreement shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estates, heirs and legatees of each of the parties hereto.

7.6 Potential Tax Free Exchange.

Notwithstanding anything to the contrary contained in this Agreement, Seller may transfer the Property Interests by means of an exchange for like-kind property qualifying for tax-deferred treatment pursuant to Internal Revenue Code Section 1031 or 1033. If Seller exercises such option, then Buyer shall cooperate in effecting a qualifying

like-kind exchange through a trust or other means determined by Seller, as long as Seller bears all liability and expense in connection with such exchange and Buyer is not required to enter the chain of title of any property other than the Property Interests.

7.7. Entire Agreement.

This Agreement, including Exhibits “A” through “E” attached hereto and incorporated by reference herein, contains the entire Agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, warranties, agreements, arrangements, or understandings, oral or written, between the parties hereto, relating to the subject matter contained in this Agreement which are not fully expressed herein.

7.8. Additional Documents.

All parties hereto agree to execute any and all additional documents and instruments necessary to carry out the terms of this Agreement.

7.9. No Merger.

Except as otherwise set forth in this Agreement, all warranties, representations, acknowledgments, releases, covenants and obligations contained in this Agreement shall survive delivery and recordation of the Grant Deed.

7.10. Counterparts.

This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes. This Agreement may be executed by either or all parties by electronic signature software or “pdf” signatures emailed, and any such signature shall be deemed an original signature and Escrow Holder is hereby authorized and instructed to rely thereon.

7.11. Waiver.

A waiver of any breach or default or failure to enforce any provision of this Agreement shall not operate as a waiver of a future breach of the same provision or any other provision of this Agreement.

7.12. Amendment/Modification.

The terms of this Agreement may not be modified or amended except by a writing signed by all of the Parties hereto.

7.13. Severability.

If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

7.14. No Obligation to Third Parties.

Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the Parties to, any person or entity other than the Parties.

7.15. Attorneys' Fees.

In the event of any controversy, claim or dispute between the parties hereto arising out of or relating to this Agreement or the breach thereof, the prevailing party shall be entitled to recover from the other party all reasonable costs and expenses of such action or proceeding, including, without limitation, attorneys' fees, charges, disbursements, the fees and costs of expert witnesses and other litigation related expenses.

7.16 Eminent Domain.

The Property Interests are under consideration for a public use. Buyer has the power of eminent domain under California law to acquire property for such use, and Seller acknowledges Buyer may exercise such power if Buyer is unable to acquire the Property Interests pursuant to the terms of this Agreement, whether by reason of a Seller default, failure of condition, or otherwise.

[Signatures on Next Page]

SIGNATURE PAGE TO
AGREEMENT OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS

EXECUTED on the date or dates set forth below. This Agreement shall be effective as of the date signed by all parties.

Date: _____

BUYER:
CITY OF LAKE ELSINORE
130 South Main Street
Lake Elsinore, CA 92530

By: _____
Jason Simpson
City Manager

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

By: _____
Barbara Leibold
City Attorney

ATTEST:

By: _____
Candice Alvarez, MMC
City Clerk

Date: _____

SELLER:
Alberhill Holdings, LLC, a California limited liability company

By: Lansing Industries, Inc., a California corporation
Its: Manager

By: _____
Name: Gregory P. Lansing
Title: President

**EXHIBIT "A" TO
AGREEMENT FOR PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS**

Legal Description of Master Parcel

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

PARCEL A: (390-130-038, 039 AND 040) (16.07 ACRE PARCEL)

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 15;

THENCE NORTH 01° 07' 26" EAST ON THE WEST LINE OF SAID SECTION 15, 145.70 FEET;

THENCE SOUTH 88° 52' 34" EAST, 279.50 FEET;

THENCE NORTH 01° 07' 26" EAST, 55.00 FEET;

THENCE NORTH 88° 52' 34" WEST 279.50 FEET TO SAID WEST LINE OF SECTION 15;

THENCE NORTH 1° 07' 26" EAST, ON SAID WEST LINE, 306.90 FEET TO THE SOUTHWESTERLY CORNER OF PARCEL 1 OF THOSE CERTAIN PARCELS DESCRIBED BY DEED TO CHARLES J. BIDDLE RECORDED MARCH 18, 1987 AS INSTRUMENT NO. 1987-73306 OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 61° 42' 31" EAST ON THE SOUTH LINE OF SAID PARCEL 1, 1025.35 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1402.69 FEET;

THENCE SOUTHEASTERLY ON SAID CURVE AND SOUTH LINE OF PARCEL 1 THROUGH AN ANGLE OF 02° 58' 35", 72.86 FEET TO THE SOUTH LINE OF SAID SECTION 15;

THENCE NORTH 89° 08' 21" WEST ON SAID SOUTH LINE, 976.18 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM ALL MINERALS, INCLUDING, WITHOUT LIMITING THE GENERALITY THEREOF, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS, WITHOUT, HOWEVER, THE RIGHT TO GO UPON OR USE THE SURFACE OF SAID LAND, OR ANY PART THEREOF, FOR THE PURPOSE OF DRILLING FOR, MINING, OR OTHERWISE REMOVING, ANY OF SAID MINERALS. TOGETHER WITH THE RIGHT TO REMOVE ANY OF SAID MINERALS FROM SAID LAND BY MEANS OF WELLS, SHAFTS, TUNNELS, OR OTHER MEANS OF ACCESS TO SAID MINERALS WHICH MAY BE CONSTRUCTED, DRILLED OR DUG FROM OTHER LAND, PROVIDED THAT THE EXERCISE OF SUCH RIGHTS SHALL IN NO WAY INTERFERE WITH OR IMPAIR THE USE OF THE SURFACE OF SAID LAND OR OF ANY IMPROVEMENTS THEREON, AS RESERVED BY THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY IN THE DEED RECORDED NOVEMBER 27, 1985 AS INSTRUMENT NO. 1985-268350 OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, COAL AND CLAY DEPOSITS, NATURAL GAS RIGHTS, OTHER HYDROCARBONS, AND GEOTHERMAL DEPOSITS OR RESOURCES BY WHATSOEVER NAME KNOWN, THAT MAY BE WITHIN OR UNDER SAID LAND AND THAT HAVE NOT HERETOFORE BEEN RESERVED OF RECORD BY OR CONVEYED OF RECORD TO OTHERS, TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING,

EXPLORING AND OPERATING, THEREFOR AND STORING IN AND REMOVING THE SAME FROM SAID LAND OR ANY OTHER LAND, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAN THOSE HEREINABOVE DESCRIBED, OIL OR GAS WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE LAND HEREINABOVE DESCRIBED, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS, AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF, AND TO RE-DRILL, RE-TUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES WITHOUT, HOWEVER, THE RIGHT TO DRILL, MINE, STORE, EXPLORE AND OPERATE THROUGH THE SURFACE OR THE UPPER FIVE HUNDRED (500) FEET OF THE SUBSURFACE OF THE LANDS HEREINABOVE DESCRIBED, AS RESERVED BY LONG BEACH EQUITIES, INC., IN THE DEED RECORDED SEPTEMBER 29, 1989 AS INSTRUMENT NO. 1989-337562 OFFICIAL RECORDS.

SAID LEGAL DESCRIPTION IS SHOWN PURSUANT TO THAT CERTAIN NOTICE OF LOT LINE ADJUSTMENT NO. 2911 RECORDED SEPTEMBER 26, 1989 AS INSTRUMENT NO. 1989-330783 OFFICIAL RECORDS.

PARCEL B: (APN: 390-130-016) (16.07 ACRE PARCEL)

THAT PORTION OF SECTIONS 15 AND 22, TOWNSHIP 5 SOUTH, RANGE 5 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 15;

THENCE NORTH 01° 07' 26" EAST ON THE WEST LINE OF SAID SECTION 15, 507.60 FEET TO THE SOUTHWESTERLY CORNER OF PARCEL 1 OF THOSE CERTAIN PARCELS DESCRIBED BY DEED TO CHARLES J. BIDDLE RECORDED MARCH 18, 1987 AS INSTRUMENT NO. 1987-73306 OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 01° 07' 26" EAST ON SAID WEST LINE OF SECTION 15, 256.90 FEET TO THE SOUTHERLY LINE OF THAT CERTAIN 60.00 FOOT WIDE STRIP OF LAND DESCRIBED TO THE COUNTY OF RIVERSIDE RECORDED SEPTEMBER 3, 1924 IN BOOK 544, PAGE 315 DEEDS, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE SOUTH 73° 56' 35" EAST ON SAID SOUTHERLY LINE (RECORDED AS SOUTH 74° 45' 00" EAST), 409.98 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 543.00 FEET;

THENCE SOUTHEASTERLY ON SAID CURVE AND SOUTHERLY LINE THROUGH AN ANGLE OF 34° 42' 00", 328.86 FEET;

THENCE TANGENT TO SAID CURVE AND ON SAID SOUTHERLY LINE SOUTH 39° 14' 35" EAST (RECORDED AS SOUTH 40° 03' 00" EAST) 518.91 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 603.00 FEET;

THENCE SOUTHEASTERLY ON SAID CURVE AND SOUTHERLY LINE THROUGH AN ANGLE OF 09° 45' 08", 102.64 FEET;

THENCE TANGENT TO SAID CURVE AND ON SAID SOUTHERLY LINE, AND ITS SOUTHEASTERLY PROLONGATION, SOUTH 48° 59' 43" EAST (RECORDED AS SOUTH 49° 09' 00" EAST) 228.57 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 530.00 FEET;

THENCE SOUTHEASTERLY ON SAID CURVE THROUGH AN ANGLE OF 22° 03' 55", 204.11 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF THE AFORESAID 60.00 FOOT WIDE STRIP OF LAND DESCRIBED TO THE COUNTY OF RIVERSIDE, SAID INTERSECTION BEING ALSO AN ANGLE

POINT IN THE BOUNDARY LINE OF THE LAND DESCRIBED TO THE STATE OF CALIFORNIA RECORDED MARCH 31, 1978 AS INSTRUMENT NO. 1978-60976 OFFICIAL RECORDS OF SAID RIVERSIDE COUNTY;

THENCE CONTINUING SOUTHEASTERLY ON SAID CURVE THROUGH AN ANGLE OF 05° 19' 50", 49.31 FEET;

THENCE TANGENT TO SAID CURVE SOUTH 76° 23' 28" EAST, 138.29 FEET;

THENCE SOUTH 43° 59' 59" EAST, 47.72 FEET;

THENCE SOUTH 06° 23' 56" EAST, 215.79 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 2044.00 FEET;

THENCE SOUTHEASTERLY ON SAID CURVE THROUGH AN ANGLE OF 14° 44' 06", 525.66 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF THE AFORESAID 60.00 FOOT WIDE STRIP OF LAND DESCRIBED TO THE COUNTY OF RIVERSIDE;

THENCE SOUTH 29° 32' 56" EAST ON SAID WESTERLY LINE (RECORDED AS SOUTH 29° 42' 00" EAST) 332.77 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF AFORESAID SECTION 22;

THENCE NORTH 89° 05' 21" WEST ON SAID SOUTH LINE 82.74 FEET TO THE EASTERLY LINE OF THE AFORESAID PARCEL 1 OF THOSE CERTAIN PARCELS DESCRIBED TO CHARLES J. BIDDLE;

THENCE NORTH 69° 06' 56" WEST, 81.20 FEET TO THE WESTERLY LINE OF SAID PARCEL 1;

THENCE NORTH 21° 28' 53" WEST, ON SAID WESTERLY LINE 663.79 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1402.69 FEET;

THENCE NORTHWESTERLY ON SAID CURVE AND SOUTHWESTERLY LINE OF SAID PARCEL 1 THROUGH AN ANGLE OF 40° 13' 38", 984.83 FEET;

THENCE TANGENT TO SAID CURVE AND ON THE SOUTHERLY LINE OF SAID PARCEL 1 NORTH 61° 42' 31" WEST, 1025.35 FEET TO THE TRUE POINT OF BEGINNING.

SUBJECT TO AN EASEMENT FOR ROADWAY PURPOSES OVER THE WESTERLY 30.00 FEET OF THAT PORTION OF SAID SECTION 15 LYING NORTHERLY OF THE ABOVE-DESCRIBED PARCEL AND SOUTHERLY OF THE SOUTHWESTERLY LINE OF THAT CERTAIN 66.00 FOOT WIDE STRIP OF LAND CONVEYED TO THE COUNTY OF RIVERSIDE BY DEED RECORDED SEPTEMBER 3, 1924 IN BOOK 544, PAGE 315 DEEDS, RECORDS OF RIVERSIDE COUNTY.

EXCEPTING THEREFROM ALL MINERALS, INCLUDING, WITHOUT LIMITING THE GENERALITY THEREOF, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS, WITHOUT, HOWEVER, THE RIGHT TO GO UPON OR USE THE SURFACE OF SAID LAND, OR ANY PART THEREOF, FOR THE PURPOSE OF DRILLING FOR, MINING, OR OTHERWISE REMOVING, ANY OF SAID MINERALS. TOGETHER WITH THE RIGHT TO REMOVE ANY OF SAID MINERALS FROM SAID LAND BY MEANS OF WELLS, SHAFTS, TUNNELS, OR OTHER MEANS OF ACCESS TO SAID MINERALS WHICH MAY BE CONSTRUCTED, DRILLED OR DUG FROM OTHER LAND, PROVIDED THAT THE EXERCISE OF SUCH RIGHTS SHALL IN NO WAY INTERFERE WITH OR IMPAIR THE USE OF THE SURFACE OF SAID LAND OR OF ANY IMPROVEMENTS THEREON, AS RESERVED BY THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY IN THE DEED RECORDED NOVEMBER 27, 1985 AS INSTRUMENT NO. 1985-268350 OFFICIAL RECORDS. ALSO EXCEPTING THEREFROM ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, COAL AND CLAY DEPOSITS, NATURAL GAS RIGHTS, OTHER HYDROCARBONS, AND GEOTHERMAL DEPOSITS OR RESOURCES BY WHATSOEVER NAME KNOWN, THAT MAY BE WITHIN OR UNDER SAID LAND AND THAT HAVE NOT HERETOFORE BEEN RESERVED OF RECORD

BY OR CONVEYED OF RECORD TO OTHERS, TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING AND OPERATING, THEREFOR AND STORING IN AND REMOVING THE SAME FROM SAID LAND OR ANY OTHER LAND, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAN THOSE HEREINABOVE DESCRIBED, OIL OR GAS WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE LAND HEREINABOVE DESCRIBED, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS, AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF, AND TO RE-DRILL, RE-TUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES WITHOUT, HOWEVER, THE RIGHT TO DRILL, MINE, STORE, EXPLORE AND OPERATE THROUGH THE SURFACE OR THE UPPER FIVE HUNDRED (500) FEET OF THE SUBSURFACE OF THE LANDS HEREINABOVE DESCRIBED, AS RESERVED BY LONG BEACH EQUITIES, INC., IN THE DEED RECORDED SEPTEMBER 29, 1989 AS INSTRUMENT NO. 1989-337562 OFFICIAL RECORDS.

SAID LEGAL DESCRIPTION IS SHOWN PURSUANT TO THAT CERTAIN NOTICE OF LOT LINES ADJUSTMENT NO. 2911 RECORDED SEPTEMBER 26, 1989 AS INSTRUMENT NO. 1989-330783 OFFICIAL RECORDS.

**EXHIBIT "B" TO
AGREEMENT FOR PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS**

Legal Descriptions of Grant Deed Area

(See Attached Legal Descriptions labeled as "Exhibits A" to this Exhibit B)

Exhibit A
Legal Description
Temescal Canyon Road Bridge Replacement Project
Castle & Cooke – Parcel C
Habitat Conservation Fee
Page 1 of 1 Pages

That portion of the Parcel C of Lot Line Adjustment No. 2911, in the City of Lake Elsinore, County of Riverside, State of California, as described in the Notice of Lot Line Adjustment recorded September 26, 1989 as Instrument Number 1989-330783 of Official Records in the office of the County Recorder of said County, described as follows:

Beginning at the most northwesterly corner of said Parcel C, being also a point on the southerly right of way of Temescal Canyon Road, both as shown on the map filed in Book xxx, Pages xx through xx of Records of Survey in the Office of the County Recorder of said County, being the northwesterly terminus of that certain course having a bearing and distance of S 73°53'02"E 438.03 feet(M) as shown on Sheet 6 of said Record of Survey map;

Thence 1st, along said southwesterly right of way, S 73°53'02" E, a distance of 232.33 feet;

Thence 2nd, leaving said right of way, S 22°14'46" W, a distance of 275.27 feet to a point on the southerly line of said Parcel C;

Thence 3rd, along said southerly line of Parcel C, N 61°43'45" W, a distance of 140.55 feet to the southwesterly corner of said Parcel C;

Thence 4th, along the westerly line of Parcel C, N 01°05'17" E, a distance of 252.75 feet to the point of beginning.

Containing 47,595 square feet, more or less.

Notes

- The above legal description is based on the dimensions, information, and land references shown on the map filed in Book xxx, Pages xx through xx of Record of Surveys.
- Bearings and distances are referenced to the California Coordinate System, Zone 6 grid, NAD83(2011) CSRS Epoch 2017.50. To obtain ground level distances, multiply grid distances by 1.000081537.

This description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.


Justin P. Height, PLS 6167
06-XX-2021
Date



Exhibit A
Legal Description
Temescal Canyon Road Bridge Replacement Project
Castle & Cooke – Parcel A
Habitat Conservation Fee
Page 1 of 1 Pages

That portion of the Parcel A of Lot Line Adjustment No. 2911, in the City of Lake Elsinore, County of Riverside, State of California, as described in the Notice of Lot Line Adjustment recorded September 26, 1989 as Instrument Number 1989-330783 of Official Records in the office of the County Recorder of said County, described as follows:

Beginning at the most northwesterly corner of said Parcel A, as shown on the map filed in Book xxx, Pages xx through xx of Records of Survey in the Office of the County Recorder of said County, being the northwesterly terminus of that certain course having a bearing and distance of N 61°43'45" W 1030.01 feet(M) as shown on Sheet 6 of said Record of Survey map;

Thence 1st, along said course, being the northeasterly line of said Parcel A, S 61°43'45" E, a distance of 140.55 feet;

Thence 2nd, leaving said northeasterly line, S 22°14'46" W, a distance of 41.04 feet;

Thence 3rd, N 56°58'11" W, a distance of 129.88 feet to a point on the westerly line of said Parcel A;

Thence 4th, along said westerly line, N 01°05'17" E, a distance of 33.77 feet to the point of beginning.

Containing 4,729 square feet, more or less.

Notes

- The above legal description is based on the dimensions, information, and land references shown on the map filed in Book xxx, Pages xx through xx of Record of Surveys.
- Bearings and distances are referenced to the California Coordinate System, Zone 6 grid, NAD83(2011) CSRS Epoch 2017.50. To obtain ground level distances, multiply grid distances by 1.000081537.

This description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Justin P. Height, PLS 6167

06-XX-2021

Date



**EXHIBIT "C" TO
AGREEMENT FOR PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS**

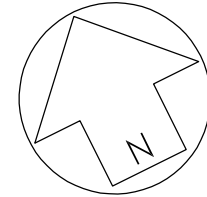
Depictions of Grant Deed Area

(See Attached Plats labeled as "Exhibits B" to this Exhibit C)

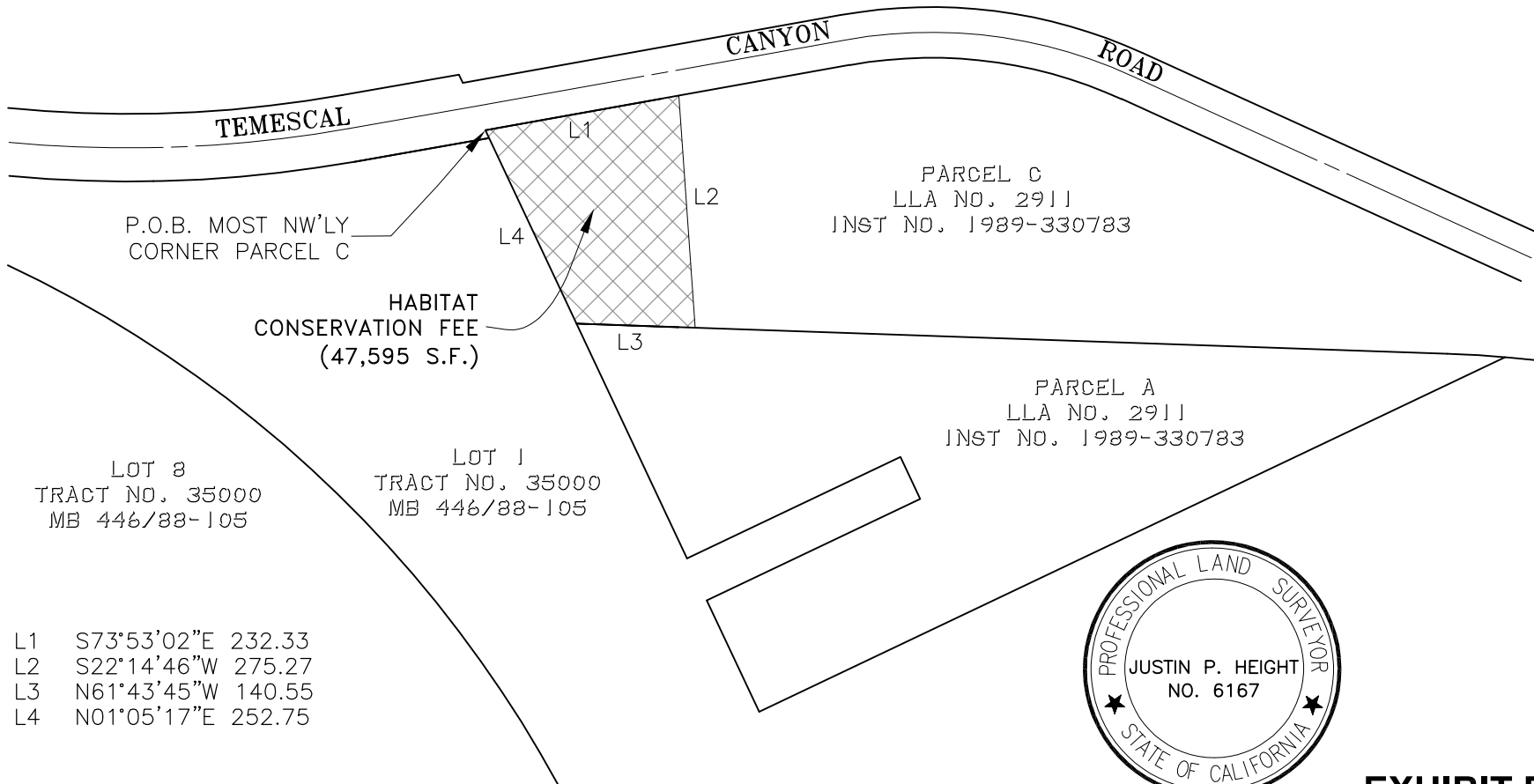
NOTES

PLAT MAP IS BASED ON THE INFORMATION AND LAND REFERENCES SHOWN ON THE MAP FILED IN BOOK XXX, PAGES XX THROUGH XX OF RECORD OF SURVEYS.

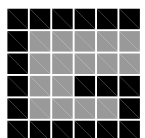
BEARINGS AND DISTANCES ARE REFERENCED TO THE CALIFORNIA COORDINATE SYSTEM, ZONE 6 GRID, NAD83(2011) CSRS EPOCH 2017.50. TO OBTAIN GROUND LEVEL DISTANCES, MULTIPLY GRID DISTANCES BY 1.000081537.



SCALE: 1" = 200'



L1 S73°53'02"E 232.33
L2 S22°14'46"W 275.27
L3 N61°43'45"W 140.55
L4 N01°05'17"E 252.75



GUIDA
SURVEYING INC.

Job No. 0618-00015 0618-00015 Plats.dwg

THIS PLAT HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.

[Signature]
JUSTIN P. HEIGHT, PLS 6167 06-XX-2021
DATE



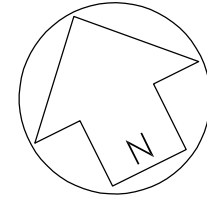
EXHIBIT B

PLAT MAP
TEMESCAL CANYON ROAD BRIDGE
REPLACEMENT PROJECT
CASTLE & COOKE - PARCEL C
HABITAT CONSERVATION FEE
PAGE 1 OF 1 PAGES

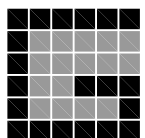
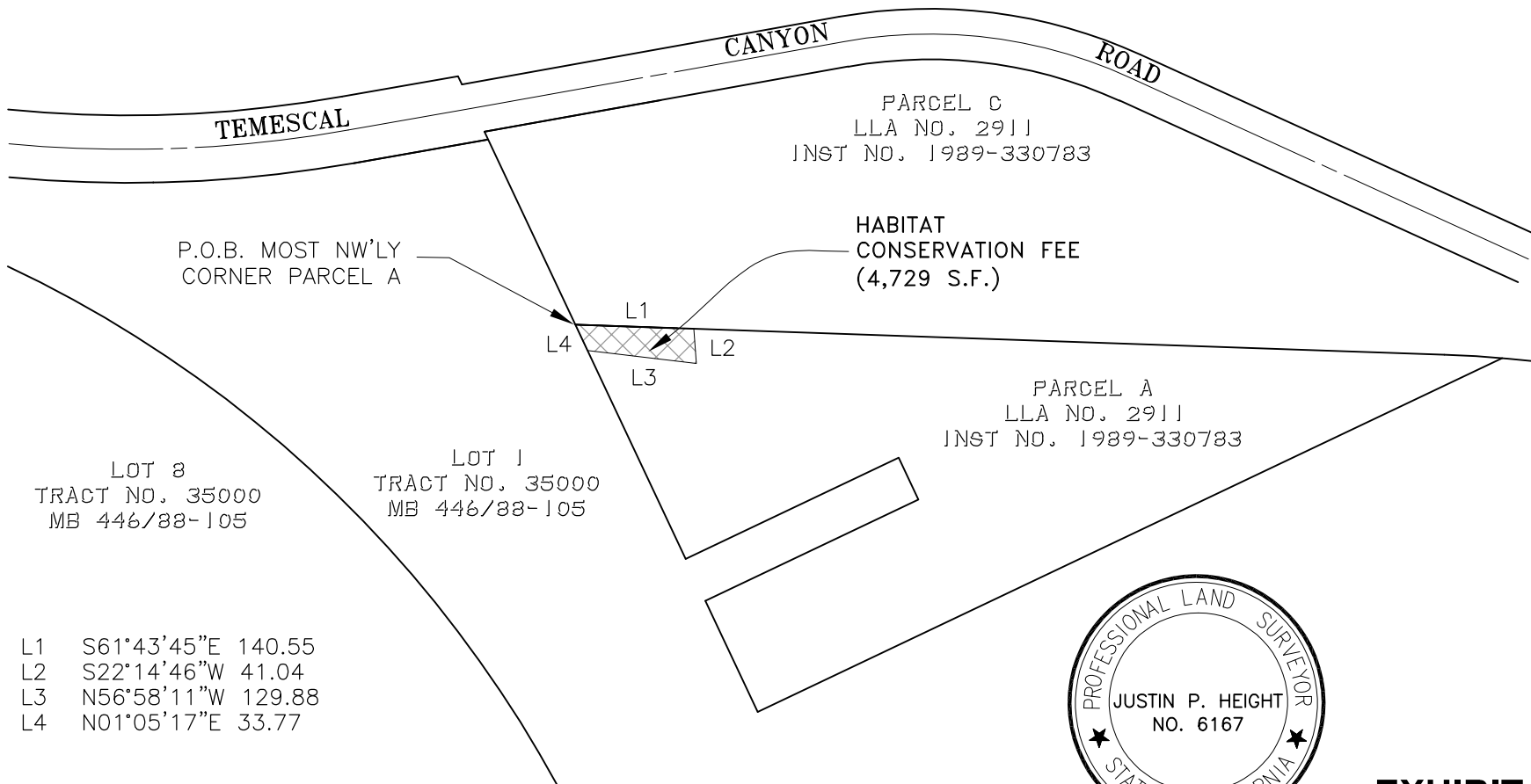
NOTES

PLAT MAP IS BASED ON THE INFORMATION AND LAND REFERENCES SHOWN ON THE MAP FILED IN BOOK XXX, PAGES XX THROUGH XX OF RECORD OF SURVEYS.

BEARINGS AND DISTANCES ARE REFERENCED TO THE CALIFORNIA COORDINATE SYSTEM, ZONE 6 GRID, NAD83(2011) CSRS EPOCH 2017.50. TO OBTAIN GROUND LEVEL DISTANCES, MULTIPLY GRID DISTANCES BY 1.000081537.



SCALE: 1" = 200'



GUIDA
SURVEYING INC.

Job No. 0618-00015 0618-00015 Plats.dwg

THIS PLAT HAS BEEN PREPARED BY ME, OR
UNDER MY DIRECTION, IN CONFORMANCE WITH
THE PROFESSIONAL LAND SURVEYORS ACT.

JUSTIN P. HEIGHT, PLS 6167

06-XX-2021

DATE

EXHIBIT B

PLAT MAP
TEMESCAL CANYON ROAD BRIDGE
REPLACEMENT PROJECT
CASTLE & COOKE - PARCEL A
HABITAT CONSERVATION FEE
PAGE 1 OF 1 PAGES

**EXHIBIT "D" TO
AGREEMENT FOR PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS**

Form of Deed

(See Attached Deed)

RECORDING REQUESTED BY

WHEN RECORDED RETURN TO:

City of Lake Elsinore
130 South Main Street
Lake Elsinore, CA 92530
Attn: City Clerk

Exempt from Recording Fee
Pursuant to Government Code Section 6103

Exempt from Documentary Tax
Pursuant to R&T Code 11922

Above Space for Recorder's Use

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged,

Alberhill Holdings, LLC, a California limited liability company ("GRANTOR")

Hereby grants to:

City of Lake Elsinore, a Municipal Corporation ("GRANTEE")

Grantor does hereby Grant and Convey to Grantee all rights, title, and interest in the Property located in the City of Lake Elsinore, County of Riverside, State of California described on Exhibit "A" and shown on Exhibit "B" attached hereto and by reference made a part hereof;

RESERVING TO GRANTOR FROM THE LANDS HEREBY GRANTED (the "Servient Tenement"), a permanent and perpetual easement appurtenant in and to said Servient Tenement (the "Easement"), which Easement shall benefit and be appurtenant to Grantor's lands described on Exhibit "C" and shown on Exhibit "D" attached hereto and by reference made a part hereof (the "Dominant Tenement"), for flowage, drainage, flooding and discharge of surface and subsurface waters from the Dominant Tenement, in, on, to, over, under, across and through the Servient Tenement, in substantial conformity with and in quantities contemplated by that certain Preliminary Hydrologic Analysis for the Alberhill Villages Specific Plan dated April 2015 prepared by KWC Engineers and evaluated in that certain Final Environmental Impact Report (Sch No. 2012061046) for the Alberhill Villages Specific Plan Number 2010-02 certified on July 28, 2016 and in that certain Addendum to the Final Environmental Impact Report prepared for the Amended and Restated Alberhill Villages Specific Plan adopted by the City Council of the City of Lake Elsinore, California on February 28, 2017. The Easement hereby reserved shall run with the land as to both the Dominant Tenement and the Servient Tenement and all portions thereof, shall benefit the Dominant Tenement and each successive owner thereof during such owner's ownership and upon each person having any interest therein derived through any owner thereof, and shall burden and be binding upon the Servient Tenement and each successive owner thereof during such owner's ownership and upon each person having any interest therein derived through any owner thereof.

FURTHER RESERVING TO GRANTOR FROM THE LANDS HEREBY GRANTED, abutter's rights for ingress, egress, access and utilities to and from Temescal Canyon Road.

IN WITNESS WHEREOF, the Grantor hereto has caused this Grant Deed to be executed as of this _____ day of _____, 20__.

Alberhill Holdings, LLC, a California limited liability company

BY: Lansing Industries, Inc., a California corporation

ITS: Manager

BY: _____

NAME: GREGORY P. LANSING

TITLE: PRESIDENT

Exhibit A
Legal Description
Temescal Canyon Road Bridge Replacement Project
Castle & Cooke – Parcel C
Habitat Conservation Fee
Page 1 of 1 Pages

That portion of the Parcel C of Lot Line Adjustment No. 2911, in the City of Lake Elsinore, County of Riverside, State of California, as described in the Notice of Lot Line Adjustment recorded September 26, 1989 as Instrument Number 1989-330783 of Official Records in the office of the County Recorder of said County, described as follows:

Beginning at the most northwesterly corner of said Parcel C, being also a point on the southerly right of way of Temescal Canyon Road, both as shown on the map filed in Book xxx, Pages xx through xx of Records of Survey in the Office of the County Recorder of said County, being the northwesterly terminus of that certain course having a bearing and distance of S 73°53'02"E 438.03 feet(M) as shown on Sheet 6 of said Record of Survey map;

Thence 1st, along said southwesterly right of way, S 73°53'02" E, a distance of 232.33 feet;

Thence 2nd, leaving said right of way, S 22°14'46" W, a distance of 275.27 feet to a point on the southerly line of said Parcel C;

Thence 3rd, along said southerly line of Parcel C, N 61°43'45" W, a distance of 140.55 feet to the southwesterly corner of said Parcel C;

Thence 4th, along the westerly line of Parcel C, N 01°05'17" E, a distance of 252.75 feet to the point of beginning.

Containing 47,595 square feet, more or less.

Notes

- The above legal description is based on the dimensions, information, and land references shown on the map filed in Book xxx, Pages xx through xx of Record of Surveys.
- Bearings and distances are referenced to the California Coordinate System, Zone 6 grid, NAD83(2011) CSRS Epoch 2017.50. To obtain ground level distances, multiply grid distances by 1.000081537.

This description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

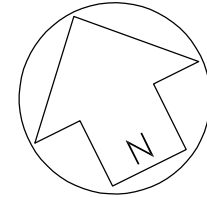

Justin P. Height, PLS 6167
06-XX-2021
Date



NOTES

PLAT MAP IS BASED ON THE INFORMATION AND LAND REFERENCES SHOWN ON THE MAP FILED IN BOOK XXX, PAGES XX THROUGH XX OF RECORD OF SURVEYS.

BEARINGS AND DISTANCES ARE REFERENCED TO THE CALIFORNIA COORDINATE SYSTEM, ZONE 6 GRID, NAD83(2011) CSRS EPOCH 2017.50. TO OBTAIN GROUND LEVEL DISTANCES, MULTIPLY GRID DISTANCES BY 1.000081537.



SCALE: 1" = 200'

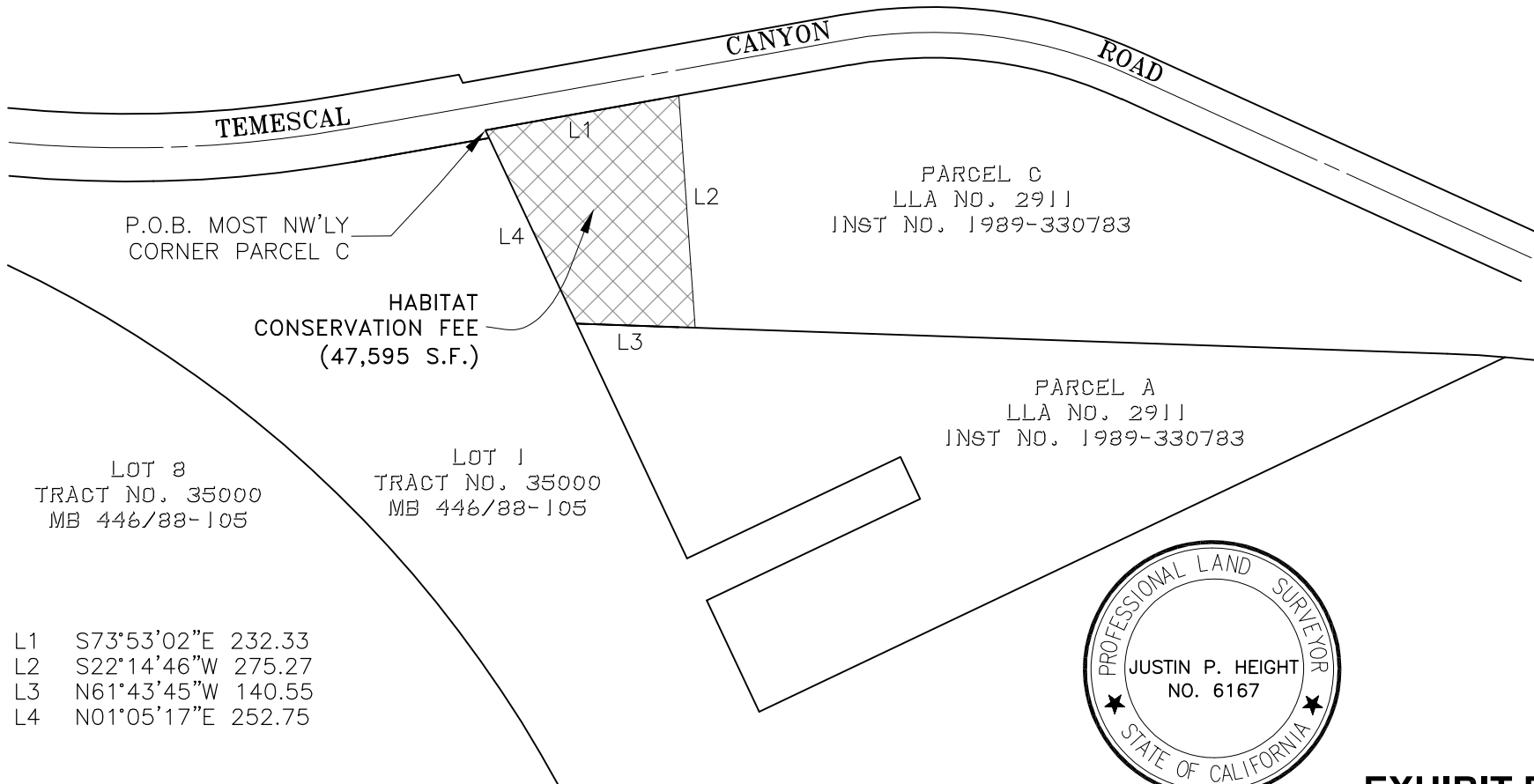
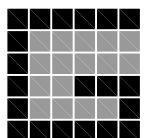


EXHIBIT B

PLAT MAP
TEMESCAL CANYON ROAD BRIDGE
REPLACEMENT PROJECT
CASTLE & COOKE - PARCEL C
HABITAT CONSERVATION FEE
PAGE 1 OF 1 PAGES



GUIDA
SURVEYING INC.

Job No. 0618-00015 0618-00015 Plats.dwg

THIS PLAT HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT.

06-XX-2021
JUSTIN P. HEIGHT, PLS 6167 DATE

Exhibit A
Legal Description
Temescal Canyon Road Bridge Replacement Project
Castle & Cooke – Parcel A
Habitat Conservation Fee
Page 1 of 1 Pages

That portion of the Parcel A of Lot Line Adjustment No. 2911, in the City of Lake Elsinore, County of Riverside, State of California, as described in the Notice of Lot Line Adjustment recorded September 26, 1989 as Instrument Number 1989-330783 of Official Records in the office of the County Recorder of said County, described as follows:

Beginning at the most northwesterly corner of said Parcel A, as shown on the map filed in Book xxx, Pages xx through xx of Records of Survey in the Office of the County Recorder of said County, being the northwesterly terminus of that certain course having a bearing and distance of N 61°43'45" W 1030.01 feet(M) as shown on Sheet 6 of said Record of Survey map;

Thence 1st, along said course, being the northeasterly line of said Parcel A, S 61°43'45" E, a distance of 140.55 feet;

Thence 2nd, leaving said northeasterly line, S 22°14'46" W, a distance of 41.04 feet;

Thence 3rd, N 56°58'11" W, a distance of 129.88 feet to a point on the westerly line of said Parcel A;

Thence 4th, along said westerly line, N 01°05'17" E, a distance of 33.77 feet to the point of beginning.

Containing 4,729 square feet, more or less.

Notes

- The above legal description is based on the dimensions, information, and land references shown on the map filed in Book xxx, Pages xx through xx of Record of Surveys.
- Bearings and distances are referenced to the California Coordinate System, Zone 6 grid, NAD83(2011) CSRS Epoch 2017.50. To obtain ground level distances, multiply grid distances by 1.000081537.

This description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Justin P. Height, PLS 6167

06-XX-2021

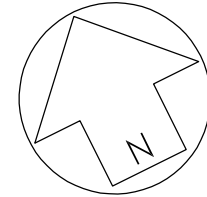
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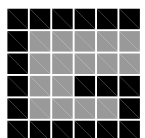
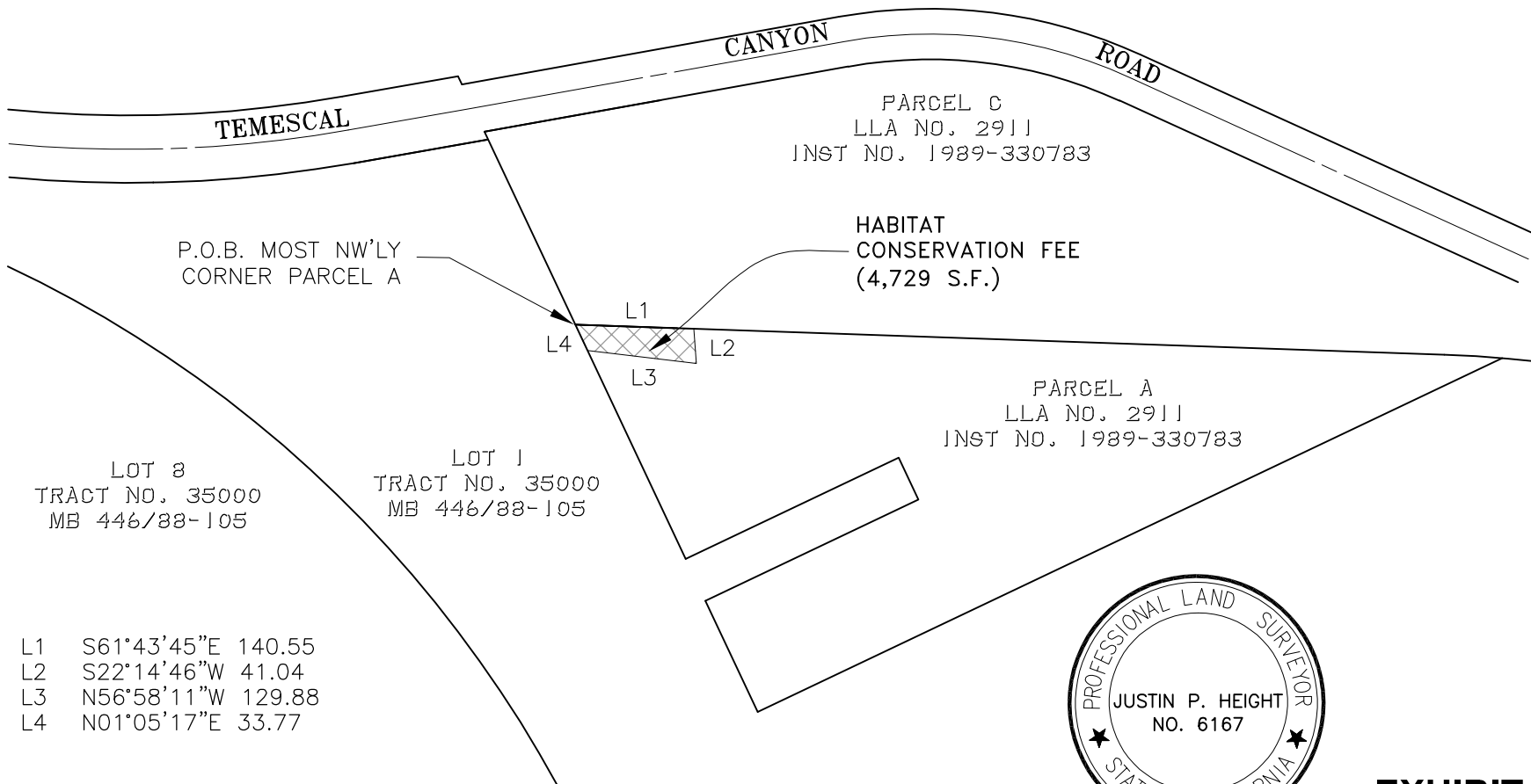
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BEARINGS AND DISTANCES ARE REFERENCED TO THE CALIFORNIA COORDINATE SYSTEM, ZONE 6 GRID, NAD83(2011) CSRS EPOCH 2017.50. TO OBTAIN GROUND LEVEL DISTANCES, MULTIPLY GRID DISTANCES BY 1.000081537.



SCALE: 1" = 200'



GUIDA
SURVEYING INC.

Job No. 0618-00015 0618-00015 Plats.dwg

THIS PLAT HAS BEEN PREPARED BY ME, OR
UNDER MY DIRECTION, IN CONFORMANCE WITH
THE PROFESSIONAL LAND SURVEYORS ACT.

06-XX-2021
JUSTIN P. HEIGHT, PLS 6167 DATE

EXHIBIT B

PLAT MAP
TEMESCAL CANYON ROAD BRIDGE
REPLACEMENT PROJECT
CASTLE & COOKE - PARCEL A
HABITAT CONSERVATION FEE
PAGE 1 OF 1 PAGES

**EXHIBIT “E” TO
AGREEMENT FOR PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS**

AGREEMENTS AFFECTING THE PROPERTY INTERESTS

1. Any and all agreements disclosed by the Title Policy to be provided by Title Company to Buyer as referenced in Section 2.2(a) of this Agreement.
2. If and to the extent affecting the Property Interests, Reclamation Plan RP-112.
3. The SCE Settlement Agreement and Easement Deeds, as referenced in Section 2.2(b) of this Agreement.
4. The Real Property and Mining Lease Agreement, between Seller and Pacific Clay Products, Inc. dated October 3, 2022.