

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS ("**Agreement**") is made this ____ day of _____, 2017 ("**Agreement Date**") by and between the CARSON SUCCESSOR AGENCY, a public body corporate and politic ("**Seller**"), and the CARSON HOUSING AUTHORITY, a public body corporate and poltice ("**Buyer**").

TERMS AND CONDITIONS

1. **PURCHASE AND SALE OF PROPERTY.** Seller is the owner of that certain real property located in the City of Carson, County of Los Angeles, State of California, located at 610 W. Carson Street, Carson, California, 90745 (APNs: 7343-020-902, 903 and 904) as more particularly described in Exhibit "A", attached hereto and by this reference incorporated herein, together with all improvements thereon ("**Property**"). Buyer hereby agrees to purchase from Seller, and Seller agrees to sell to Buyer the Property, upon the terms and conditions hereinafter set forth.

2. **OPENING OF ESCROW.** Within five (5) business days after the execution of this Agreement the parties shall open an escrow ("**Escrow**") with Commonwealth Land Title Insurance Company ("**Escrow Holder**") by causing an executed copy of this Agreement to be deposited with Escrow Holder. Escrow shall be deemed open on the date that a fully executed copy of this Agreement as defined below is delivered to Escrow Holder ("**Opening of Escrow**"). The Escrow Officer contact shall be Cheryl Greer, 888 S. Figueroa Street, Suite 2100, Los Angeles, CA 90017.

3. **PURCHASE PRICE.**

3.1. **Amount of Purchase Price.** The purchase price for the Property shall be Six Hundred Twenty Eight Thousand Six Hundred Dollars (\$628,600) ("**Purchase Price**").

3.2. **Initial Deposit.** Within three (3) business days of the Opening of Escrow, Buyer shall deposit the sum of Two Thousand Dollars (\$2,000) into Escrow ("**Initial Deposit**").

3.3. **Payment of Purchase Price.** No later than one (1) day preceding Close of Escrow, Buyer shall deposit the Purchase Price minus the Initial Deposit with Escrow Holder in "Good Funds." Good Funds shall mean a wire transfer of funds, cashier's or certified check drawn on or issued by the offices of a financial institution located in the State of California, or cash. Escrow Holder shall disburse the cash amount of the Purchase Price to Seller after recordation of the grant deed transferring title to the Property to Buyer.

4. **ADDITIONAL FUNDS AND DOCUMENTS REQUIRED FROM BUYER AND SELLER.**

4.1. **Buyer.** Buyer agrees that on or before 12:00 noon one (1) business day prior to the Closing Date, Buyer will deposit with Escrow Holder all additional funds and/or documents (executed and acknowledged, if appropriate) which are necessary to comply with the terms of this Agreement.

4.2. **Seller.** Seller agrees that on or before 12:00 noon one (1) day prior to the Closing Date, Seller will deposit with Escrow Holder an executed and recordable grant deed ("**Grant Deed**"), substantially in the form attached hereto as **Exhibit "B"**, conveying the Property to Buyer, together with such funds and other items and instruments as may be necessary for the Escrow Holder to comply with this Agreement. Escrow Holder will cause the Grant Deed to be recorded when (but in no event after the date specified in Section 5.1 below) Escrow Holder can issue the Title Policy, in the form described in Section 6 below, and holds for the account of Seller the items described above to be delivered to Seller through Escrow, less costs, expenses and disbursements chargeable to Seller pursuant to the terms hereof.

5. **CLOSING DATE; TIME IS OF ESSENCE.**

5.1. **Closing Date.** Escrow shall close prior to or concurrent to the close of escrow for the adjoining privately-owned property located at 21723- 21725 Figueroa Street, parcel numbers 7343-020-064 to 066 ("**Adjoining Property**"), pursuant to Section 9 of this Agreement, and no later than one hundred eighty (180) days after the opening of Escrow ("**Closing Date**"), unless otherwise extended pursuant to Section 5.3 of this Agreement. The terms "**Close of Escrow**" and/or "**Closing**" are used herein to mean the time Seller's Grant Deed is filed for recording by the Escrow Holder in the Office of the County Recorder of Los Angeles County, California.

5.2. **Time is of Essence.** Buyer and Seller specifically understand that time is of the essence and Buyer and Seller specifically agree to strictly comply and perform their obligations herein in the time and manner specified and waive any and all rights to claim such compliance by mere substantial compliance with the terms of this Agreement. Unless otherwise expressly provided in this Agreement, any reference in this Agreement to time for performance of obligations or to elapsed time shall mean Pacific Standard Time and time periods shall mean consecutive calendar days, months or years, as applicable. If the date ("**Performance Date**") on which any action is to be taken, any obligation is to be performed, or any notice is to be given under this Agreement falls on a Saturday, Sunday or federal holiday, such Performance Date shall be automatically extended to the next business day. As used in this Agreement, "business day" means any calendar day that is not a Saturday, Sunday or federal holiday. The time for performance on any Performance Date shall be no later than 5:00 p.m., unless otherwise provided in this Agreement.

5.3 **Time Extensions.** The Executive Director of the Seller, or his designee, shall have the authority on behalf of the Seller to approve written requests for extending the Close of Escrow by extending time during and/or after the Due Diligence Period but not to exceed a cumulative total of one hundred eighty (180) days.

6. **TITLE POLICY.**

6.1. **Approval of Title.**

- a. **Preliminary Title Report.** Promptly following execution of this Agreement, but in no event later than five (5) days following Opening of Escrow, Seller shall provide Buyer with a preliminary title report issued through Commonwealth Land Title Insurance Company ("**Title Company**"), describing the state of title to the Property, together with copies of all exceptions specified therein and a map plotting all easements specified therein (collectively, the "**Preliminary Title Report**"). Buyer

shall notify Seller in writing ("**Buyer's Title Notice**") of Buyer's approval of all matters contained in the Preliminary Title Report or of any objections Buyer may have to title exceptions or other matters ("**Disapproved Exceptions**") contained in the Preliminary Title Report within fifteen (15) days after Buyer's receipt of the Preliminary Title Report. If Buyer fails to deliver the Buyer Title Notice within the foregoing period of time Buyer shall be deemed to have elected to terminate this Agreement and the Earnest Money shall be promptly returned to Buyer.

- b. **Response Period.** In the event Buyer delivers Buyer's Title Notice within said period, Seller shall have a period of fifteen (15) days after receipt of Buyer's Title Notice ("**Seller Response Period**") in which to notify Buyer of Seller's election to either (i) agree to attempt to remove the Disapproved Exceptions prior to the Close of Escrow; or (ii) decline to remove any such Disapproved Exceptions ("**Seller's Notice**"). Seller's failure to deliver the Seller Notice shall be deemed an election by Seller not to remove the Disapproved Exceptions. If Seller notifies Buyer of its election to decline to remove the Disapproved Exceptions, or if Seller is unable to remove the Disapproved Exceptions, Buyer may elect either to terminate this Agreement and the Escrow or to accept title to the Property subject to the Disapproved Exception(s). Buyer shall exercise such election by delivery of written notice to Seller and Escrow Holder within five (5) days following the earlier of (i) expiration of the Seller Response Period or (ii) the date Seller declines to remove such Disapproved Exception(s).
- c. **Amendments or Supplements.** Upon the issuance of any amendment or supplement to the Preliminary Title Report which adds additional exceptions, the foregoing right of review and approval shall also apply to said amendment or supplement, provided, however, that Buyer's initial period of review and approval or disapproval of any such additional exceptions shall be limited to five (5) days following receipt of notice of such additional exceptions. However, the foregoing shall not apply to any new exceptions created by or with the consent of Seller which new exceptions shall be removed by Seller at its cost prior to the Close of Escrow.
- d. **Approved Matters.** Nothing to the contrary herein withstanding, Buyer shall be deemed to have automatically objected to all deeds of trust, mortgages, judgment liens, federal and state income tax liens, delinquent general and special real property taxes and assessments and similar monetary encumbrances affecting the Property, and Seller shall discharge any such non-permitted title matter of record prior to or concurrently with the Close of Escrow.

6.2. **Title Policy.** At the Close of Escrow, the Escrow Holder shall furnish Buyer with an ALTA Owner's Policy of Title Insurance ("**Title Policy**") for the Buyer's interest, wherein the Title Company shall insure that title to the Property shall be vested in Buyer, containing no exception to such title which has not been approved or waived by Buyer in accordance with this Section. The cost of the Title Policy to Seller shall be an ALTA non-extended owner's policy although Buyer may request an extended coverage policy together with such additional coverage or endorsements that Buyer has reasonably requested. At Buyer's request, the Title Company will issue a title binder for a three (3) year period as the Title Policy.

6.3. Possession. Possession and occupancy shall be delivered by Seller to Buyer no later than 5:00 p.m. on the Closing Date free of all tenancies and claims of ownership. Seller shall remove any personal property and all debris from the Property prior to relinquishing the Property to Buyer.

6.4. Property Rights. At the Closing Seller shall be deemed to have assigned to Buyer, without representation, warranty or assurance the following: (a) all tangible and intangible items related to the acquisition, use, development, design, construction, permitting and entitlement of the Property; (b) all tangible personal property, if any, owned by Seller now existing and placed or installed on or about the Property and used in connection with the ownership, operation, management, maintenance and/or repair of the Property; and (c) all right, title and interest of Seller, if any, in and to any and all warranties, guarantees and indemnities (including, without limitation, those for workmanship, materials and performance), whether or not written, related in any way to the Property including, without limitation, construction warranties, guaranties and indemnities from, by or against any contractors, subcontractors, laborers or supplier of labor, materials or other services relating to the Property pursuant to agreements respecting the Property ("**Contracts**"). The foregoing shall not include any obligations of Seller under any Contracts nor shall it constitute an assumption by Buyer of any obligations of Seller under any Contract, including, without limitation, the obligation to pay any fees, costs or charges of any kind there under.

7. DUE DILIGENCE.

7.1. Scope of Due Diligence. Buyer, for a period of up to forty-five (45) days following the date of Opening of Escrow ("**Due Diligence Period**"), shall have the right to make an analysis of the Property consisting of such engineering, economic and/or any other type of feasibility studies, soils tests, environmental studies and other investigations as Buyer in its sole discretion may desire, to permit Buyer to determine the suitability of the Property for Buyer's contemplated uses and to conduct such other review and investigation which Buyer deems appropriate to satisfy itself to acquire the Property. Buyer shall further have the right to make an examination of all licenses, permits, authorizations, approvals and governmental regulations which affect the Property, including zoning and land use issues and conditions imposed upon the Property by governmental agencies. Upon the execution of this Agreement by both parties, Seller shall make available to Buyer true, correct and complete copies of all contracts which relate to the Property (together with any amendments or modifications thereto), and all reports in Seller's possession respecting the physical condition of the Property, if any, and any other information in Seller's possession or control reasonably requested by Buyer regarding the Property. The documents that Seller shall make available to Buyer include, but are not limited to, true, correct and complete copies of:

- a. Any and all leases, service contracts, and other agreements pertaining to the use or operation of the Property.
- b. All documents relating to or evidencing the environmental condition of the Property. This item includes any documentation of the use of hazardous or otherwise dangerous materials on the Property.
- c. All surveys, plans, and engineering records or documents.

- d. Any other information in Seller's possession or control reasonably requested by Buyer regarding the Property.

Seller shall make a diligent good faith effort to identify all such contracts, reports and other information, inform Buyer of such information and then provide copies of said materials to Buyer on request.

7.2. Entry for Investigation.

- a. **Right to Enter.** At Buyer's sole cost and expense, Buyer and its agents and contractors shall have the right at reasonable times during normal business hours upon prior notice to Seller to make an analysis of the Property consisting of such engineering, feasibility studies, soils tests, inspections, environmental studies, surveys and any and all other investigations of any kind as Buyer may desire, in its sole discretion, in order that Buyer may determine the suitability of the Property for Buyer's contemplated uses and to conduct such other review and investigation which Buyer deems appropriate to satisfy itself to acquire the Property. All costs and expenses under this Section 7.2 shall be Buyer's sole responsibility. Notwithstanding the foregoing, Buyer shall not conduct any intrusive testing or inspection (e.g. core sampling) without the prior written consent of Seller which shall not be unreasonably withheld or delayed.
- b. **Conditions to Entering Property.** Prior to entering the Property, Buyer shall (i) notify Seller at least two (2) business days prior to each entry of the date and purpose of intended entry and provide to Seller the names and affiliations of the persons entering the Property; (ii) conduct all studies in a diligent, expeditious and safe manner and not allow any dangerous or hazardous conditions to occur on the Property during or after such investigation; (iii) comply with all applicable laws and governmental regulations; (iv) keep the Property free and clear of all materialmen's liens, lis pendens and other liens arising out of the entry and work performed under this paragraph; (v) maintain or assure maintenance of workers' compensation insurance (or state approved self-insurance) on all persons entering the property in the amounts required by the State of California; (vi) provide to Seller prior to initial entry reasonable evidence of public liability insurance of not less than One Million Dollars (\$1,000,000); and (vii) return the Property to its original condition following Buyer's entry.
- c. **Obligation to Discharge Liens.** Buyer shall promptly pay and discharge all demands for payment relating to Buyer's entry on and investigation of the Property and take all other steps to avoid the assertion of claims or lien against the Property. In the event a claim or lien is recorded by reason of Buyer's entry on the Property, Buyer, within twenty (20) days of such recordation, shall record or deliver a surety bond or provide other financial assurances reasonably acceptable to Seller and its title insurance company in a manner which will allow such title insurance company to issue an owner's and lender's policy of title insurance free of any mechanic's lien claim and which is sufficient to release such claim or lien in accordance with applicable laws. Seller may elect to record and post notices of non-responsibility from time to time on and about the Property.

- d. **Indemnity.** Buyer hereby agrees to indemnify, and hold Seller, its officers, agents and employees free and harmless from and against any and all losses, damages (whether general, punitive or otherwise), liabilities, claims, causes of action, judgments, court costs and legal or other expenses (including attorneys' fees) which Seller may suffer or incur as a direct consequence of Buyer's exercise of the license granted pursuant to this Section 7.2 or any act or omission by Buyer, any contractor, subcontractor or material supplier, engineer, architect or other person or entity acting by or under Buyer (except Seller and its agents) with respect to the Property, excepting to the extent such claims arise out of the negligence or misconduct of Seller.
- e. **Copies of Reports.** If this Agreement is terminated due for any reason other than Seller's breach, copies of all third party reports and investigations conducted by Buyer under this Section 7.2 shall be delivered to Seller upon its written request. Seller's right to use such items shall be "as-is" without representation or warranty and subject to the rights reserved by the issuer.

7.3. Approval of Due Diligence Matters. Buyer shall notify Seller in writing ("**Buyer's Due Diligence Notice**") on or before the expiration of the Due Diligence Period of Buyer's disapproval of the condition of the Property, which approval may be withheld in Buyer's sole and absolute discretion. Buyer's failure to deliver Buyer's Due Diligence Notice on or before the Due Diligence Date shall be conclusively deemed Buyer's approval thereof.

7.4 Natural Hazard Disclosure Report. At Seller's cost, Escrow shall order and deliver a natural hazard disclosure report regarding the Property from reputable company reasonably acceptable to Buyer ("**NHD Report**"). Buyer shall the right to review and approve the NHD Report as part of the Due Diligence Period.

8. ADJOINING PROPERTY CONDITIONS PRIOR TO CLOSING.

8.1. ADJOINING PROPERTY. The Closing is specifically contingent upon the concurrent closing of escrow for Buyer's purchase of the real property adjacent to the Property consisting of APNs 7343-020-064, 7343-020-065, 7343-020-066 ("**Adjoining Property**") pursuant to certain Option Purchase Agreement dated August __, 2016 between Stephen Lampe and Sharon (Anderson) Lampe ("**Lampes**") and Thomas Safran & Associates Development, Inc., a California corporation ("**Developer's Affiliate**") related to the right to acquire the contract rights of the Lampes under that certain Commercial Property Purchase Agreement and Joint Escrow Instructions dated January 23, 2015 between the Lampes are the buyers and Carole Kajikawa and Kay H. Kajikawa ("**Property Owners**") for the acquisition of the Adjacent Parcel as amended by that certain Addendum No. 1 and Seller Multiple Counter Offer No. 1 for the purchase price of One Million Nine Hundred Seven Thousand Dollars (\$1,907,000) (collectively the "**PSA Rights**"). Developer's Affiliate paid Four Hundred Thousand Dollars (\$400,000) to the Lampes as consideration under the Option Purchase Agreement. Developer's Affiliate shall assign the PSA Rights to Buyer.

8.2. ADJOINING PROPERTY TENANTS. The Adjoining Property is currently occupied by a commercial tenant and a residential tenant. The Adjoining Property must be vacated prior to Closing.

9. **CONDITIONS PRECEDENT TO CLOSE OF ESCROW.**

9.1. **Conditions to Buyer's Obligations.** Buyer's obligations under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Buyer of each of the conditions precedent set forth below. If any such condition is not satisfied or waived by Buyer at or prior to the Close of Escrow for any reason other than a default by Buyer, Buyer may, in its sole discretion and without limiting any of Buyer's legal remedies or remedies under this Agreement, terminate this Agreement by written notice to Seller, in which case the Earnest Money shall be immediately refunded Buyer:

- a. Title Company will issue the Title Policy as specified in Section 6 of this Agreement insuring title to the Property vested in Buyer.
- b. Buyer has approved in writing the condition to title of the Property on or before the date provided in Section 6. 1 above.
- c. Buyer has approved all Due Diligence matters on or before the Due Diligence Date.
- d. The escrow for the Adjoining Property (pursuant to Section 9) has closed or is closing concurrently with this Escrow.
- e. Escrow Holder holds and will deliver to Buyer the instruments and funds, if any, accruing to Buyer pursuant to this Agreement.
- f. Seller is not in material default under this Agreement.

9.2. **Condition to Seller's Obligations.** Seller's obligations under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Seller of the following condition precedent:

- a. Escrow Holder holds and will deliver to Seller the instruments and funds accruing to Seller pursuant to this Agreement.
- b. The Adjoining Property Escrow closes concurrently with this Escrow.
- c. Buyer is not in material default under this Agreement.

10. **CONDITION OF THE PROPERTY.**

10.1. **Disclaimer of Warranties.** Upon the Close of Escrow, Buyer shall acquire the Property in its "AS-IS" condition and Buyer shall be responsible for any defects in the Property, whether patent or latent, including, without limitation, the physical, environmental and geotechnical condition of the Property, and the existence of any contamination, Hazardous Materials, vaults, debris, pipelines, or other structures located on, under or about the Property, and Seller makes no other representation or warranty concerning the physical, environmental, geotechnical or other condition of the Property, and Seller specifically disclaims all representations or warranties of any nature concerning the Property made by it. The foregoing disclaimer includes, without limitation, topography, climate, air, water rights, utilities, soil, subsoil, existence of Hazardous Materials or similar substances, the purpose for which the Property is suited, or drainage.

10.2. Hazardous Materials. Buyer understands and agrees that, in the event Buyer incurs any loss or liability concerning Hazardous Materials (as hereinafter defined) and/or underground storage tanks whether attributable to events occurring prior to or following the Closing, then Buyer may look to current or prior owners of the Property, but in no event shall Buyer look to Seller for any liability or indemnification regarding Hazardous Materials and/or underground storage tanks. Buyer, from and after the Closing, hereby waives, releases, remises, acquits and forever discharges Seller, and each of the entities constituting Seller, if any, of and from any and all Environmental Claims, Environmental Cleanup Liability and Environmental Compliance Costs, as those terms are defined below, and from any and all actions, suits, legal or administrative orders or proceedings, demands, actual damages, punitive damages, loss, costs, liabilities and expenses, which concern or in any way relate to the physical or environmental conditions of the Property, the existence of any Hazardous Material thereon, or the release or threatened release of Hazardous Materials there from, whether existing prior to, at or after the Closing. It is the intention of the parties pursuant to this release that any and all responsibilities and obligations of Seller, and any and all rights, claims, rights of action, causes of action, demands or legal rights of any kind of Buyer, its successors, assigns or any affiliated entity of Buyer, against the Seller, arising by virtue of the physical or environmental condition of the Property, the existence of any Hazardous Materials thereon, or any release or threatened release of Hazardous Material there from, whether existing prior to, at or after the Closing, are by this release provision declared null and void and of no present or future force and effect as to the parties; provided, however, that no parties other than the Indemnified Parties (defined below) shall be deemed third party beneficiaries of such release.

In connection therewith, Buyer and each of the entities constituting Buyer, expressly agree to waive any and all rights which said party may have with respect to such released claims under Section 1542 of the California Civil Code which provides as follows:

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

Buyer Initials _____

Seller Initials _____

Buyer and each of the entities constituting Buyer, shall, from and after the Closing, defend, indemnify and hold harmless Seller and each of the entities constituting Seller (collectively, the "**Indemnified Parties**") from and against any and all Environmental Claims, Environmental Cleanup Liability, Environmental Compliance Costs, and any other claims, actions, suits, legal or administrative orders or proceedings, demands or other liabilities resulting at any time from the physical and/or environmental conditions of the Property whether before or after the Closing or from the existence of any Hazardous Materials or the release or threatened release of any Hazardous Materials of any kind whatsoever, in, on or under the Property occurring at any time whether before or after the Closing, including, but not limited to, all foreseeable and unforeseeable damages, fees, costs, losses and expenses, including any and all attorneys' fees and environmental consultant fees and investigation costs and expenses, directly or indirectly arising there from, and including fines and penalties of any nature whatsoever, assessed, levied or asserted against any Indemnified Parties to the extent that the fines and/or penalties are the result of a violation or an alleged violation of any Environmental Law. Buyer further agrees that in the event Buyer obtains, from former or present owners of the Property or any other persons or entities, releases from liability, indemnities, or other

forms of hold harmless relating to the subject matter of this Section, Buyer shall use its diligent efforts to obtain for Seller the same releases, indemnities and other comparable provisions.

For purposes of this Section, the following terms shall have the following meanings:

"Environmental Claim" means any claim for personal injury, death and/or property damage made, asserted or prosecuted by or on behalf of any third party, including, without limitation, any governmental entity, relating to the Property or its operations and arising or alleged to arise under any Environmental Law.

"Environmental Cleanup Liability" means any cost or expense of any nature whatsoever incurred to contain, remove, remedy, clean up, or abate any contamination or any Hazardous Materials on or under all or any part of the Property, including the ground water hereunder, including, without limitation, (i) any direct costs or expenses for investigation, study, assessment, legal representation, cost recovery by governmental agencies, or ongoing monitoring in connection therewith and (ii) any cost, expense, loss or damage incurred with respect to the Property or its operation as a result of actions or measures necessary to implement or effectuate any such containment, removal, remediation, treatment, cleanup or abatement.

"Environmental Compliance Cost" means any cost or expense of any nature whatsoever necessary to enable the Property to comply with all applicable Environmental Laws in effect. "Environmental Compliance Cost" shall include all costs necessary to demonstrate that the Property is capable of such compliance.

"Environmental Law" means any federal, state or local statute, ordinance, rule, regulation, order, consent decree, judgment or common-law doctrine, and provisions and conditions of permits, licenses and other operating authorizations relating to (i) pollution or protection of the environment, including natural resources, (ii) exposure of persons, including employees, to Hazardous Materials or other products, raw materials, chemicals or other substances, (iii) protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges or releases of chemical substances from industrial or commercial activities, or (iv) regulation of the manufacture, use or introduction into commerce of chemical substances, including, without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and disposal.

"Hazardous Material" is defined to include any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is: (i) petroleum or oil or gas or any direct or derivate product or byproduct thereof; (ii) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code; (iii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code; (iv) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Sections 25501(o) and (p) and 25501.1 of the California Health and Safety Code (Hazardous Materials Release Response Plans and Inventory); (v) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code (Underground Storage of Hazardous Substances); (vi) "used oil" as defined under Section 25250.1 of the California Health and Safety Code; (vii) asbestos; (viii) listed under Article 9 or defined as hazardous or extremely hazardous pursuant to Article 1 of Title 22 of the California Code of

Regulations, Division 4, Chapter 30; (ix) defined as "waste" or a "hazardous substance" pursuant to the Porter-Cologne Act, Section 13050 of the California Water Code; (x) designated as a "toxic pollutant" pursuant to the Federal Water Pollution Control Act, 33 U.S.C. § 1317; (xi) defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq. (42 U.S.C. § 6903); (xii) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq. (42 App. U.S.C. § 9601); (xiii) defined as "Hazardous Material" or a "Hazardous Substance" pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; or (xiv) defined as such or regulated by any "Superfund" or "Superlien" law, or any other federal, state or local law, statute, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials, oil wells, underground storage tanks, and/or pipelines, as now, or at any time hereafter, in effect.

Notwithstanding any other provision of this Agreement, Buyer's release and indemnification as set forth in the provisions of this Section, as well as all other provisions of this Section, shall survive the termination of this Agreement and shall continue in perpetuity.

Notwithstanding anything to the contrary in this Section, Buyer's release and indemnification of the Indemnified Parties from liability pursuant to this Section shall not extend to Hazardous Materials brought onto the Property by Seller or their respective contractors, agents or employees.

11. REPRESENTATIONS AND WARRANTIES. Seller hereby makes the following representations and warranties to Buyer, each of which is true in all respects as of the date hereof and shall be true in all respects on the date of Close of Escrow on the Property:

- a. Seller has received no notice and/or has no knowledge that any governmental authority or any employee or agent thereof considers the present or proposed operation, use or ownership of the Property to violate or have violated any ordinance, rule, law, regulation or order of any government or agency, body or subdivision thereof, or that any investigation has been commenced or is contemplated respecting such possible violations.
- b. There are no pending or threatened allegations, lawsuits or claims which would affect the Property.
- c. There are no natural or environmental hazards located on the Property that would limit its marketability, merchantability, or suitability for development or impede its use in any way.
- d. To the best of Seller's knowledge, the Property is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to the environmental conditions on, under or about the Property including, but not limited to, soil and ground water conditions. Seller has received no written notice from any third parties, prior owners of the Property, or any federal, state or local governmental agency indicating that any hazardous waste remedial or clean-up work will be required on the Property. To the best of Seller's knowledge, there are no environmental, health or safety hazards on, under or about the Property, including

but not limited to soil and groundwater conditions. Neither Seller, nor to the best of Seller's knowledge any third party (including but not limited to Seller's predecessors in title to the Property), has used or installed any underground tank, or used, generated, manufactured, treated, stored, placed, deposited or disposed of on, under or about the Property or transported to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials ("Hazardous Materials," which for the purpose of this Agreement shall include, but shall not be limited to, substances defined as "hazardous substances, hazardous materials or toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 USC Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 USC Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 USC Section 6901, et seq.; those substances defined as "hazardous wastes" in Section 25117 of the California Health & Safety Code or as "hazardous substances" in Section 25316 of the California Health & Safety Code; and those chemicals known to cause cancer or reproductive toxicity, as published pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986, Section 25249.5, et seq., of the California Health & Safety Code; and in the regulations adopted and publications promulgated pursuant to each of the aforesaid laws).

- e. There are no contracts, leases, claims or rights affecting the development or use of Property and no agreements entered into by or under Seller that shall survive the Close of Escrow that would adversely affect Buyer's rights with respect to the Property except as heretofore disclosed in writing by Seller to Buyer.
- f. Seller has received no written notice from any third parties, prior owners of the Property, or any federal, state or local governmental agency, indicating that any hazardous waste remedial or clean-up work will be required on the Property.
- g. Until the Closing, Seller shall not do anything which would impair Seller's title to any of the Property.
- h. Seller is not a foreign person as defined in Internal Revenue Code Section 1445(f)(3).
- i. Until the Closing, if Seller learns of any fact or condition which would cause any of the warranties and representations in this Section not to be true as of the Closing, Seller shall immediately give written notice of such fact or condition to Buyer.
- j. Seller has the unimpeded power and authority to execute, deliver and perform Seller's obligations under this Agreement and the documents executed and delivered by Seller pursuant hereto.
- k. In addition to any other indemnification obligations set forth herein, Seller agrees to indemnify, defend with counsel selected by Buyer, protect and hold harmless Buyer, its officers, employees and agents from and against all claims, damages, costs, liabilities and expenses of any kind whatsoever paid, incurred or suffered by or asserted against the Property or any indemnified party directly or indirectly arising

from or attributable to any breach by Seller of any of its agreement warranties or representations set forth in this Agreement.

12. ESCROW PROVISIONS.

12.1 Escrow Instructions. This Agreement, when signed by Buyer and Seller, shall also constitute escrow instructions to Escrow Holder. If required by Escrow Holder, Buyer and Seller agree to execute Escrow Holder's standard escrow instructions, provided that the same are consistent with and do not conflict with the provisions of this Agreement. In the event of any such conflict, the provisions of this Agreement shall prevail.

12.2 General Escrow Provisions. Escrow Holder shall deliver the Title Policy to the Buyer and instruct the Los Angeles County Recorder to mail the Grant Deed to Buyer at the address set forth in Section 18 after recordation. All funds received in this Escrow shall be deposited in one or more general escrow accounts of the Escrow Holder with any bank doing business in the Los Angeles County area, and may be disbursed to any other general escrow account or accounts. All disbursements shall be according to that party's instructions. This Agreement and any modifications, amendments, or supplements thereto may be executed in counterparts and shall be valid and binding as if all of the parties' signatures were on one document.

12.3 Proration of Real Property Taxes. Since both parties are public agencies, there shall be no general and special real property taxes prorations.

12.4 Payment of Costs. Seller shall pay all title premium charges for the Title Policy, any recording charges, any documentary transfer taxes, cost of the NHD Report and the Escrow fees. No documentary taxes are payable due to Revenue and Tax Code Section 11922. Any other costs of Escrow not otherwise specifically allocated by this Agreement shall be apportioned between the parties in a manner consistent with the custom and usage of Escrow Holder. At least three (3) business days prior to the Closing Date Escrow Holder shall furnish Buyer and Seller with a preliminary Escrow closing statement for approval by the parties in writing. As soon as reasonably possible following the Close of Escrow, Escrow Holder shall deliver a copy of the final Escrow closing statement to Buyer and Seller.

12.5 Termination and Cancellation of Escrow. If Escrow fails to close as provided above, Escrow shall terminate automatically without further action by Escrow Holder or any party, and Escrow Holder is instructed to return all funds and documents then in Escrow to the respective depositor of the same with Escrow Holder.

12.6 Information Report. Escrow Holder shall file and Buyer and Seller agree to cooperate with Escrow Holder and with each other in completing any report ("**Information Report**") and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code Section 6045(e) regarding the real estate sales transaction contemplated by this Agreement, including without limitation, Internal Revenue Service Form 1099-B as such may be hereinafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereinafter promulgated by the Treasury Department with respect thereto. Buyer and Seller also agree that Buyer and Seller, their respective employees and attorneys, and escrow Holder and its employees, may disclose to the Internal Revenue Service, whether pursuant to such Information Report or otherwise, any information regarding this Agreement or the

transactions contemplated herein as such party reasonably deems to be required to be disclosed to the Internal Revenue Service by such party pursuant to Internal Revenue Code Section 6045(e), and further agree that neither Buyer nor Seller shall seek to hold any such party liable for the disclosure to the Internal Revenue Service of any such information.

12.7 Brokerage Commissions. Buyer and Seller each represent and warrant to the other that no third party is entitled to a broker's commission and/or finder's fee with respect to the transaction contemplated by this Agreement. Buyer and Seller each agree to indemnify and hold the other parties harmless from and against all liabilities, costs, damages and expenses, including, without limitation, attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay a broker's commission and/or finder's fee.

13. LIQUIDATED DAMAGES.

13.1 Buyer Default. IF ESCROW FAILS TO CLOSE SOLELY DUE TO A DEFAULT OR BREACH OF THIS AGREEMENT BY BUYER, SELLER WILL BE DAMAGED AND WILL BE ENTITLED TO COMPENSATION FOR THOSE DAMAGES, BUT SUCH DAMAGES WILL BE EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN FOR THE FOLLOWING REASONS: (1) THE DAMAGES TO WHICH SELLER WOULD BE ENTITLED IN A COURT OF LAW WILL BE BASED IN PART ON THE DIFFERENCE BETWEEN THE ACTUAL VALUE OF THE PROPERTY AT THE TIME SET FOR THE CLOSE OF ESCROW AND THE PURCHASE PRICE FOR THE PROPERTY AS SET FORTH IN THIS AGREEMENT; PROOF OF THE AMOUNT OF SUCH DAMAGES WILL BE BASED ON OPINIONS OF VALUE OF THE PROPERTY, WHICH CAN VARY IN SIGNIFICANT AMOUNTS; AND (2) IT IS IMPOSSIBLE TO PREDICT AS OF THE EFFECTIVE DATE WHETHER THE VALUE OF THE PROPERTY WILL INCREASE OR DECREASE AS OF THE CLOSE OF ESCROW. BUYER DESIRES TO LIMIT THE AMOUNT OF DAMAGES FOR WHICH BUYER MIGHT BE LIABLE SHOULD BUYER BREACH THIS AGREEMENT. BUYER AND SELLER WISH TO AVOID THE COSTS AND LENGTHY DELAYS WHICH WOULD RESULT IF SELLER FILED A LAWSUIT TO COLLECT ITS DAMAGES FOR A BREACH OF THIS AGREEMENT. IF ESCROW FAILS TO CLOSE DUE TO A DEFAULT OR BREACH OF THIS AGREEMENT BY BUYER, THEN THE SUM OF THE INITIAL DEPOSIT SHALL BE DEEMED TO CONSTITUTE A REASONABLE ESTIMATE OF SELLER'S DAMAGES UNDER THE PROVISIONS OF SECTION 1671 OF THE CALIFORNIA CIVIL CODE. SELLER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF THE FAILURE OF ESCROW TO CLOSE AS A RESULTING OF BUYER'S DEFAULT SHALL BE LIMITED TO COLLECTION OF SUCH LIQUIDATED DAMAGES AND ATTORNEYS' FEES AND COSTS OF COLLECTION IN CONNECTION THEREWITH, IF ANY. THE LIQUIDATED DAMAGES ARE NOT INTENDED AS A PENALTY OR A FORFEITURE UNDER CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369. EXCEPT AS PROVIDED IN THE FOLLOWING SENTENCE SELLER HEREBY WAIVES ALL OTHER CLAIMS, DAMAGES AND OTHER REMEDIES INCLUDING THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTIONS 3384, 3387 AND 3389. THE FOREGOING LIQUIDATED DAMAGES CLAUSE APPLIES ONLY IN CONNECTION WITH THE BUYER'S DEFAULT IN ITS OBLIGATION

TO CLOSE ESCROW AND SHALL NOT APPLY TO (A) BUYER'S LIABILITY TO SELLER UNDER THE INDEMNIFICATION PROVISIONS OF THIS AGREEMENT AND (B) SELLER'S ATTORNEYS' FEES INCURRED IN ENFORCING ITS RIGHTS UNDER THIS AGREEMENT.

Buyer Initials _____

Seller Initials _____

13.2 Buyer Cure Right. Buyer shall be deemed to be in default under this Agreement if Buyer fails, for any reason other than Seller's default under this Agreement, to meet, comply with, or perform any material covenant, agreement, or obligation required on its part, including the deposit or delivery of any funds, within the time limits and in the manner required in this Agreement; provided that no such default (other than a default in Buyer's obligation to deposit funds and documents just prior to the Close of Escrow) shall be deemed to have occurred unless and until Seller has given Buyer written notice describing the nature of the default, and Buyer has failed to cure such default within thirty (30) days after the receipt of such notice (unless the curing of such default cannot reasonably be accomplished within such thirty (30) day period in which case the default shall be deemed cured if Buyer commences to cure such default within such thirty (30) business day period and diligently pursues same to completion) but not later than the Closing Date.

14. RISK OF PHYSICAL LOSS. Risk of physical loss to the Property shall be borne by Seller prior to the Close of Escrow and by Buyer thereafter. In the event that the Property shall be damaged by fire, flood, earthquake or other casualty Buyer shall have the option to terminate this Agreement, provided notice of such termination is delivered to Seller within twenty (20) days following the date Buyer learns of the occurrence of such casualty. If Buyer fails to terminate this Agreement pursuant to the foregoing sentence within said twenty (20) day period, Buyer shall complete the acquisition of the Property, in which case Seller shall assign to Buyer the interest of Seller in all insurance proceeds relating to such damage. Seller shall consult with Buyer regarding any proposed settlement with the insurer and Buyer shall have the reasonable right of approval thereof. Seller shall hold such proceeds until the Close of Escrow. In the event this Agreement is terminated for any reason, Buyer shall have no right to any insurance proceeds.

15. NON COLLUSION. No official, officer, or employee of the Buyer has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of the Buyer participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interest found to be "remote" or "non interest" pursuant to California Government Code Sections 1091 and 1091.5. Buyer warrants and represents that (s)he/it has not paid or given, and will not pay or give, to any third party including, but not limited to, and Buyer official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded this Agreement. Buyer further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any Buyer official, officer, or employee, as a result or consequence of

obtaining or being awarded any agreement. Buyer is aware of and understands that any such act(s), omission(s) or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Buyer Initials _____

Seller Initials _____

16. ASSIGNMENT. Neither party shall have the right to assign this Agreement or any interest or right hereunder or under the Escrow without the prior written consent of the other party; which consent shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, personal representatives, successors and assigns.

17. ATTORNEYS' FEES. In any action between the parties hereto seeking enforcement of any of the terms and provisions of this Agreement or the Escrow, or otherwise in connection with the Property, the prevailing party in such action shall be entitled, to have and to recover from the other party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding, in addition to its recoverable court costs.

18. NOTICES. Any notice which either party may desire to give to the other party or to the Escrow Holder must be in writing and may be given by personal delivery or by mailing the same by registered or certified mail, return receipt requested, to the party to whom the notice is directed at the address of such party hereinafter set forth, or such other address and to such other persons as the parties may hereafter designate:

Seller: Carson Successor Agency
701 E. Carson Street
Carson, California 90745
Attn: Executive Director

With copy to: Aleshire & Wynder, LLP
18881 Von Karman Avenue, Suite 1700
Irvine, CA 92612
Attn: Sunny K. Soltani, Esq.

Buyer: Carson Housing Authority
701 E. Carson Street
Carson, California 90745
Attn: Executive Director

With copy to: Aleshire & Wynder, LLP
18881 Von Karman Avenue, Suite 1700
Irvine, CA 92612
Attn: Sunny K. Soltani, Esq.

19. INTERPRETATION; GOVERNING LAW; VENUE. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Titles and captions are for convenience only and shall not constitute a

portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates. Any lawsuit arising in connection with this Agreement shall be filed in the County of Los Angeles, California.

20. NO WAIVER. No delay or omission by either party in exercising any right or power accruing upon the compliance or failure of performance by the other party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party of a breach of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

21. MODIFICATIONS. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made by written instrument or endorsement thereon and in each such instance executed on behalf of each party hereto.

22. SEVERABILITY. If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provisions, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

23. MERGER OF PRIOR AGREEMENTS AND UNDERSTANDINGS. This Agreement and other documents incorporated herein by reference contain the entire understanding between the parties relating to the transaction contemplated hereby and all prior to contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect.

24. NO WITHHOLDING BECAUSE NON-FOREIGN SELLER. Seller represents and warrants to Buyer that Seller is not, and as of the Close of Escrow will not be, a foreign person within the meaning of Internal Revenue Code Section 1445 or an out-of-state seller under California Revenue and Tax Code Section 18805 and that it will deliver to Buyer on or before the Close of Escrow a non-foreign affidavit on Escrow Holder's standard form pursuant to Internal Revenue Code Section 1445(b)(2) and the Regulations promulgated thereunder and a California Form 590-RE.

25. EXECUTION IN COUNTERPARTS. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Purchase and Sale of Real Property and Escrow Instructions as of the date set forth above.

Seller:

CARSON SUCCESSOR AGENCY,
a public body corporate and politic

By: _____
Albert Robles, Chair

ATTEST:

By: _____
Donesia L. Gause, CMC
Agency Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Sunny K. Soltani
Agency Counsel

Buyer:

CARSON HOUSING AUTHORITY,
a public body, corporate and politic

By: _____
Albert Robles, Chair

ATTEST:

By: _____
Donesia L. Gause, CMC
Authority Secretary

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Sunny K. Soltani
Authority Counsel

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

LAND SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA,
DESCRIBED AS FOLLOWS:

PARCEL A:

THE NORTHERLY 120 FEET OF THE EASTERLY 206 FEET OF LOT 40 OF TRACT NO. 3612, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 40, PAGES 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL B:

THAT PORTION OF LOT 40 OF TRACT NO. 3612, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 40, PAGES 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS ACQUIRED BY THE STATE OF CALIFORNIA, BY DEED NO. 6585, RECORDED MAY 20, 1955, AS INSTRUMENT NO. 4115, IN BOOK 47844, PAGE 181, OF OFFICIAL RECORDS OF SAID OFFICE, BOUNDED SOUTHERLY BY THE NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED BY DIRECTOR'S DEED D6585.1 RECORDED MARCH 3, 1966, AS INSTRUMENT NO. 2923, IN BOOK D3225, PAGE 537, OF SAID OFFICIAL RECORDS, BOUNDED NORTHERLY BY THE SOUTHERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED BY DIRECTOR'S DEED D-6585.2 RECORDED FEBRUARY 4, 1969, AS INSTRUMENT NO. 2856, IN BOOK D4270, PAGE 75, OF SAID OFFICIAL RECORDS, AND BOUNDED WESTERLY BY THE WESTERLY LINE OF THAT CERTAIN EASEMENT CONVEYED BY DIRECTOR'S DEED D-6585, RECORDED AUGUST 20, 1962, AS INSTRUMENT NO. 4793, IN BOOK D1729, PAGE 131, OF SAID OFFICIAL RECORDS.

EXCEPT THEREFROM ALL MINERALS, OILS, GASES AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN THAT MAY BE WITHIN OR UNDER THE PARCEL OF LAND HEREINABOVE DESCRIBED WITHOUT, HOWEVER, THE RIGHT TO DRILL, DIG OR MINE THROUGH THE SURFACE OR THE UPPER 500 FEET THEREOF.

APN: 7343-020-902, 7343-020-903, 7343-020-904

EXHIBIT "B"

GRANT DEED

FREE RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Carson Housing Authority
701 E. Carson
Carson, CA 90745
Attn: Executive Director

Exempt from Documentary Transfer Tax §11922

(Space Above Line for Recorder's Use Only)
Exempt from Filing Fees per Govt Code § 6103

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the CARSON HOUSING AUTHORITY, a public body corporate and politic ("**Grantor**") hereby grants to the CARSON HOUSING AUTHORITY, a public body corporate and politic, ("**Grantee**") the real property in the City of Carson, County of Los Angeles, State of California, as legally described on Exhibit A 1 attached hereto and incorporated herein by this reference ("**Property**").

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on its behalf by its officers or agents hereunto as of the ____ day of _____, 201__.

"GRANTOR"

CARSON SUCCESSOR AGENCY,
a public body corporate and politic

By: _____
Chairman Albert Robles

ATTEST:

Agency Secretary Donesia L. Gause, CMC

APPROVED AS TO FORM:

ALESHIRE & WYNDER LLC

By: _____
Sunny Soltani, Agency Counsel

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated _____, 201_ from the CARSON SUCCESSOR AGENCY, a public body corporate and politic, is hereby accepted by the undersigned officer on behalf of the, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 201__

GRANTEE:

CARSON HOUSING AUTHORITY, a
public body corporate and politic

By: _____
Chairman Albert Robles

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

LAND SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA,
DESCRIBED AS FOLLOWS:

PARCEL A:

THE NORTHERLY 120 FEET OF THE EASTERLY 206 FEET OF LOT 40 OF TRACT NO. 3612, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 40, PAGES 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL B:

THAT PORTION OF LOT 40 OF TRACT NO. 3612, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 40, PAGES 5 AND 6 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AS ACQUIRED BY THE STATE OF CALIFORNIA, BY DEED NO. 6585, RECORDED MAY 20, 1955, AS INSTRUMENT NO. 4115, IN BOOK 47844, PAGE 181, OF OFFICIAL RECORDS OF SAID OFFICE, BOUNDED SOUTHERLY BY THE NORTHERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED BY DIRECTOR'S DEED D6585.1 RECORDED MARCH 3, 1966, AS INSTRUMENT NO. 2923, IN BOOK D3225, PAGE 537, OF SAID OFFICIAL RECORDS, BOUNDED NORTHERLY BY THE SOUTHERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED BY DIRECTOR'S DEED D-6585.2 RECORDED FEBRUARY 4, 1969, AS INSTRUMENT NO. 2856, IN BOOK D4270, PAGE 75, OF SAID OFFICIAL RECORDS, AND BOUNDED WESTERLY BY THE WESTERLY LINE OF THAT CERTAIN EASEMENT CONVEYED BY DIRECTOR'S DEED D-6585, RECORDED AUGUST 20, 1962, AS INSTRUMENT NO. 4793, IN BOOK D1729, PAGE 131, OF SAID OFFICIAL RECORDS.

EXCEPT THEREFROM ALL MINERALS, OILS, GASES AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN THAT MAY BE WITHIN OR UNDER THE PARCEL OF LAND HEREINABOVE DESCRIBED WITHOUT, HOWEVER, THE RIGHT TO DRILL, DIG OR MINE THROUGH THE SURFACE OR THE UPPER 500 FEET THEREOF.

APN: 7343-020-902, 7343-020-903, 7343-020-904

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)
) ss.
COUNTY OF _____)

On _____, 201_ 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.

Notary Public

SEAL: