

RESOLUTION NO. 20-189

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING THE PURCHASE AND SALE AGREEMENT FOR REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS TO PURCHASE THE PROPERTY LOCATED AT 20820 S. MAIN STREET FROM THE CARSON SUCCESSOR AGENCY

WHEREAS, the Successor Agency currently owns property located at 20820 S. Main Street in the City of Carson (APNs #7336-016-900 through 906, inclusive) ("Property"), as legally described on Exhibit A of the attached Purchase and Sale Agreement ("PSA");

WHEREAS, under the proposed PSA, the City of Carson would purchase the Property for \$885,000, which is the appraised fair market value of the Property; and

WHEREAS, upon adoption of the Resolution the parties will open escrow and the closing of escrow will be subject to the approval of the Oversight Board and the Department of Finance if applicable.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct, and are incorporated herein by reference.

SECTION 2. The City Council approves the Purchase and Sale Agreement for Real Property and Joint Escrow Instructions attached to this Resolution.

SECTION 3. The City Manager is authorized to execute all documents necessary to effectuate the transfer of the Property in accordance with the terms of the PSA.

SECTION 4. This Resolution shall be effective immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 15th day of December, 2020.

Albert Robles, Mayor

ATTEST:

Donesia L. Gause-Aldana, City Clerk

APPROVED AS TO FORM:

Sunny K. Soltani, City Attorney

01007.0001/686183.1

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF CARSON)

I, Donesia Gause-Aldana, City Clerk of the City of Carson, do hereby certify that the foregoing Resolution, being Resolution No. 20-189 was passed and approved by the City Council of the City of Carson, at a regular meeting of said Council held on December 15, 2020 and that said Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Donesia Gause-Aldana, City Clerk

EXHIBIT A

PURCHASE AND SALE AGREEMENT

PURCHASE AND SALE AGREEMENT FOR REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT FOR REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS ("**Agreement**"), is made as of December 15, 2020 ("**Agreement Date**") is by and between the CARSON SUCCESSOR AGENCY, a public entity ("**Seller**"), and CITY OF CARSON, a charter city ("**Buyer**").

RECITALS

- A. Seller owns that certain real property located at 20820 S. Main Street, in the City of Carson ("**City**"), County of Los Angeles, State of California as legally described on Exhibit A attached hereto (APNs #7336-016-900 through 906, inclusive) ("**Property**").
- B. Seller desires to sell, and Buyer desires to purchase, the Property (as defined below), all in accordance with the terms set forth below.

TERMS & CONDITIONS

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

1. **PURCHASE AND SALE OF PROPERTY.** Pursuant to the terms and subject to the conditions set forth in this Agreement (including the Recitals which are incorporated herein), Buyer hereby agrees to purchase from Seller, and Seller agrees to sell to Buyer, the Property.

2. **OPENING OF ESCROW.** The parties shall open escrow ("**Escrow**") with Fidelity National Title Insurance Company with escrow officer Mary Lou Adame at 3237 East Guasti Road Suite 105 Ontario, CA 91761 ("**Escrow Holder**") by causing a copy of the executed Agreement to be delivered to Escrow Holder together with the Deposit (defined below). Upon receipt, Escrow Holder shall execute the Escrow Acceptance & Agreement on the signature page below after inserting the date Escrow is opened ("**Opening of Escrow**") and return a copy of the fully executed and completed Agreement to Buyer and Seller, respectively.

3. **PURCHASE PRICE.**

3.1 **Purchase Price.** The Purchase Price is Eight Hundred Eighty-Five Thousand Dollars (\$885,000).

3.2 **Payment of Purchase Price.** The Purchase Price shall be paid as follows:

- a. **Deposit.** Buyer has deposited with Escrow the sum of Ten Thousand Dollars (\$10,000) ("**Deposit**").
- b. **Balance of Purchase Price.** Buyer shall deposit the balance of the Purchase Price with Escrow Holder in Good Funds (as defined below) at least one (1) business day prior to the Closing Date.

3.3 **Good Funds.** All funds deposited in Escrow shall be in "**Good Funds**" which means 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.

4. CLOSING DATE; TIME IS OF ESSENCE.

4.1 Closing Date. Escrow shall close upon the later than one hundred twenty (120) days after the Opening of Escrow ("**Closing Date**"). The terms "**Close of Escrow**" and/or "**Closing**" are used herein to mean the time Grant Deed is filed for recording by the Escrow Holder in the Office of the County Recorder of Los Angeles County, California.

4.2 Time is of Essence. Buyer and Seller specifically agree that time is of the essence under this Agreement.

4.3 Executive Director Authority. Seller by its execution of this Agreement agrees that the Executive Director or her designee (who has been designated by Executive Director's written notice delivered to Buyer and Escrow Holder) shall have the authority to execute documents on behalf of Seller including, but not limited to, issuing approvals, disapprovals and extensions. Any such approval, disapproval or extension executed by the Executive Director or her designee shall be binding on Seller.

4.4 City Manager Authority. Buyer by its execution of this Agreement agrees that the City Manager or her designee (who has been designated by City Manager's written notice delivered to Buyer and Escrow Holder) shall have the authority to execute documents on behalf of Buyer including, but not limited to, issuing approvals, disapprovals and extensions. Any such approval, disapproval or extension executed by the City Manager or her designee shall be binding on Buyer.

5. DOCUMENTS TO BE DELIVERED.

5.1 Seller's Deliveries. Seller covenants and agrees to deliver or cause to be delivered to Escrow Holder within one (1) business day prior to the Closing Date the following instruments, documents and funds, the delivery of each of which shall be a condition precedent to the Closing for the benefit of Buyer.

- a. **Grant Deed.** A Grant Deed executed and acknowledged by Seller in a form mutually acceptable to both parties ("**Grant Deed**").
- b. **Non-Foreign Certification.** A Transferor's Certification of Non-Foreign Status ("**FIRPTA Certificate**"), duly executed by Seller under penalty of perjury upon the terms set forth therein, setting forth Seller's address and federal tax identification number and certifying that Seller is a "United States Person" and that Seller is not a "foreign person" in accordance with and/or for the purpose of the provisions of Sections 7701 and 1445 (as may be amended) of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder.
- c. **Closing Documents.** Any additional tax forms, recordation forms, 1099s or other documents as may be reasonably required by the Escrow Holder or the Title Company to consummate the transaction contemplated by this Agreement.

5.2 Buyer's Deliveries. Buyer hereby covenants and agrees to deliver or cause to be delivered to Escrow Holder within one (1) business day prior to the Closing Date the

following instruments and documents, the delivery of each of which shall be a condition precedent to the Closing for the benefit of Seller:

- a. **Purchase Price.** The balance of the Purchase Price and any additional required funds all in Good Funds.
- b. **Certificate of Acceptance.** A Certificate of Acceptance to be delivered to be attached to the Grant Deed prior to recordation.
- c. **Preliminary Change of Ownership Statement.** A Preliminary Change of Ownership Statement completed in the manner required in Los Angeles County.
- d. **Closing Documents.** Any additional tax forms, recordation forms, or other documents as may be reasonably required by the Escrow Holder or the Title Company to consummate the transaction contemplated by this Agreement.

6. TITLE.

6.1 Title Approval. Within three (3) days of the Opening of Escrow, Seller shall deliver to Buyer and Escrow, at Seller's own cost and expense, a preliminary title report for an ALTA non-extended owner's policy of title insurance with standard exceptions ("**PTR**") issued by Fidelity National Title Insurance Company ("**Title Company**") including hyperlinks to or copies of all documents shown in the commitment as affecting title ("**Title Documents**") and a plotting of any easements on the Property. If Buyer requires any endorsements to the Title Policy, or if Buyer requires an extended coverage ALTA owner's policy of title insurance ("**Extended ALTA Policy**") or a binder in lieu of a policy of title insurance, then Buyer shall make such election in a timely manner so as to not delay the Closing and pay the additional cost of obtaining any endorsements or such Extended ALTA Policy, including, without limitation, timely obtaining a survey at its sole cost and expense. Seller shall execute and deliver to the Title Company an Owner's Affidavit and such other documentation as may be reasonably required by the Title Company to issue the Title Policy as defined in Section 6.2.

Buyer shall have three (3) days from receipt of the PTR and Title Documents to inspect the state of the title and matters affecting title, and to object to the matters shown thereby ("**Title Objection Notice**"). Failure to provide the Title Objection Notice in writing within the above period shall constitute Buyer's objection to all exceptions to title shown on the PTR. If Buyer objects to any matter disclosed by the PTR or Title Documents, then Seller shall have three (3) business days from the date it is notified in writing of the particular defects claimed, to elect, in its reasonable discretion, either: (1) to remedy the title defect that is the subject of Buyer's objection by removal or endorsement, or (2) not remedy the title defect that is the subject of Buyer's objection, at Seller's option ("**Seller's Election Notice**"). Seller's Election Notice shall be communicated in writing to Buyer. If Seller elects not to remedy such title defect (or fails to timely notify Buyer of its election with regard to same), then Buyer shall have two (2) days following (i) receipt of Seller's Election Notice under the preceding sentence, or (ii) Seller's failure to timely provide Buyer with such written notification, to elect to either (a) waive its title objection and accept title subject to the alleged title defect, or (b) terminate this Agreement and receive a refund of the Deposit.

Notwithstanding anything to the contrary contained in this Agreement, if, at any time prior to the Closing, any updates to the PTR are received by Buyer, Buyer shall have three (3) business days (regardless of the date) following Buyer's receipt of such update and legible

copies of all underlying documents referenced therein (that were not referenced in the Title Documents previously provided to Buyer) to notify Seller of objections to items on any such updates ("**Title Updates**"), and in the event Seller does not agree to remedy such objections, Buyer may terminate this Agreement or waive such objections and proceed to Closing.

6.2 Title Policy. At Closing, the Title Company will commit to issue an ALTA non-extended (or extended if Buyer complies with the requirements above) owner's title policy showing the (i) any possessory interest real estate taxes as applicable; (ii) Permitted Exceptions (as defined below); and (iv) any exceptions created by Buyer ("**Title Policy**").

"**Permitted Exceptions**" means those items disclosed by the PTR that Buyer does not object to, or that Buyer waives objection to, or agrees to take title subject to, or that Buyer agrees to accept affirmative title insurance coverage over, and all zoning ordinances and regulations.

7. POSSESSION. At Closing, Seller shall deliver possession of the Property to Buyer free and clear of any occupants or claims of possession.

8. CONDITIONS TO CLOSING.

8.1 Closing Conditions for Buyer's Benefit. Buyer's obligation to purchase the Property are subject to and expressly conditioned upon satisfaction (or written waiver) by Buyer of the following conditions precedent to the Closing:

- i. As of the Closing Date, the Title Company will issue the Title Policy in accordance with Section 6.2.
- ii. If applicable, the Los Angeles County Second Supervisorial District Oversight Board ("**Oversight Board**") has approved this transaction.
- iii. If applicable, the State of California Department of Finance ("**DOF**") has approved this transaction.
- iv. Seller is not in material breach of its obligations in this Agreement.

8.2 Closing Conditions for Benefit of Seller. Seller's obligation to purchase the Property are subject to and expressly conditioned upon satisfaction (or written waiver) by Seller of the following conditions precedent to the Closing:

- i. As of the Closing Date, the Title Company will issue the Title Policy in accordance with Section 6.2.
- ii. If applicable, the Oversight Board has approved this transaction.
- iii. If applicable, the DOF has approved this transaction.
- iv. Escrow holds the balance of the Purchase Price and will deliver same to Seller.
- v. Buyer is not in material breach of its obligations under this Agreement.

9. DISCLAIMER OF WARRANTIES. Buyer agrees to acquire the Property in its

"AS IS" condition and shall be responsible for any and all 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, wells, or other structures located on, under or about the Property. Seller makes no representation or warranty concerning the physical, environmental, geotechnical or other condition of the Property. Buyer acknowledges that Seller has no liability for the environmental condition and Buyer agrees to indemnify Seller against any claim or liability relating to the environmental condition of the Property. Seller grants Buyer a license to enter the Property to conduct due diligence to the extent Buyer deems necessary.

10. PRORATIONS AND ALLOCATION OF COSTS; LIQUIDATED DAMAGES.

10.1 Taxes. As both parties are public entities and exempt from property taxes, Escrow Holder is not to be concerned with proration of taxes.

10.2 Costs. Seller shall pay (i) the documentary transfer taxes; (ii) premium for an ALTA non-extended owner's title policy; and (iii) fifty percent (50%) of Escrow fees. Buyer shall pay (i) any additional premium for an extended coverage ALTA owner's policy (if required by Buyer); and (ii) fifty percent (50%) of Escrow fees. Any other charges shall be paid in accordance to custom in southern California area. **NOTE:** As Buyer is a public agency, recording fees are not applicable.

10.3 BUYER'S DEFAULT. IF BUYER FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY AS PROVIDED IN THIS AGREEMENT BY REASON OF ANY DEFAULT OF BUYER, SELLER SHALL BE RELEASED FROM ITS OBLIGATION TO SELL THE PROPERTY TO BUYER. BUYER AND SELLER ACKNOWLEDGE AND AGREE THAT IT WOULD BE IMPRACTICAL AND/OR EXTREMELY DIFFICULT TO FIX OR ESTABLISH THE ACTUAL DAMAGE SUSTAINED BY SELLER AS A RESULT OF SUCH DEFAULT BY BUYER, AND AGREE THAT THE SUM OF FIVE THOUSAND DOLLARS IS A REASONABLE APPROXIMATION THEREOF. ACCORDINGLY, IN THE EVENT THAT BUYER BREACHES THIS AGREEMENT BY DEFAULTING IN THE COMPLETION OF THE PURCHASE, SAID AMOUNT SHALL CONSTITUTE AND BE DEEMED TO BE THE AGREED AND LIQUIDATED DAMAGES OF SELLER, AND SHALL BE PAID BY BUYER TO SELLER AS SELLER'S SOLE AND EXCLUSIVE REMEDY. EXCEPT FOR ATTORNEYS' AND OTHER FEES RECOVERABLE PURSUANT TO SECTION 19 BELOW AND ITS RIGHTS TO BE INDEMNIFIED AS PROVIDED IN THIS AGREEMENT, SELLER AGREES TO AND DOES HEREBY WAIVE ALL OTHER REMEDIES AGAINST BUYER WHICH SELLER MIGHT OTHERWISE HAVE AT LAW OR IN EQUITY BY REASON OF SUCH DEFAULT BY BUYER. THE PAYMENT OF SPECIFIED AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED TO BE A FORFEITURE OR PENALTY, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677.

SELLER'S INITIALS: _____ **BUYER'S INITIALS:** _____

11. BINDING EFFECT. The covenants herein shall bind and inure to the benefit of the executors, administrators, successors and assigns of the respective parties. Buyer may not assign its rights under this Agreement to any person or entity without the prior written consent of Seller, which shall be provided or withheld in Seller's sole discretion. In the event of an assignment of Buyer's interests under this Agreement with Seller's consent, the assignee shall

agree to assume and be bound by the terms and provisions hereof and Buyer shall not be released of its obligations hereunder.

12. BROKER. Seller and Buyer acknowledge that no other broker or finder was involved in this transaction and each party agrees to indemnify and hold harmless the other party from and against any claim that a commission or fee is due to any other broker or finder who dealt with the party from whom indemnification is sought.

13. INTEGRATION; MERGER; SURVIVAL OF REPRESENTATIONS. Seller and Buyer have not made any covenants, warranties or representations not set forth in this Agreement. This Agreement constitutes the entire Agreement between the parties. All representations, warranties and covenants set forth in this Agreement shall survive closing.

14. AMENDMENT OR MODIFICATION. This Agreement may only be modified or amended by a written agreement executed by both parties.

15. EXECUTION IN COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

16. NOTICES. All notices shall be in writing and delivered personally, by overnight air courier service, by facsimile transmission, electronic mail, or by U.S. certified or registered mail, return receipt requested, postage prepaid, to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally, one (1) business day after depositing with an overnight air courier, two (2) business days after depositing in the mail, or upon transmission (as confirmed by electronic confirmation of transmission generated by the sender's machine) for any notice given by facsimile or electronic mail:

To Seller:	Carson Successor Agency 701 East Carson Carson, CA 90745 Attn: Executive Director
With a copy to:	Aleshire & Wynder, LLP 18881 Von Karman Ave Suite 1700 Irvine, CA 92612 Attn: Sunny Soltani, City Attorney
To Buyer:	City of Carson 701 East Carson Carson, CA 90745 Attn: City Manager
With a copy to:	Aleshire & Wynder, LLP 18881 Von Karman Ave Suite 1700 Irvine, CA 92612 Attn: Sunny Soltani, Agency Counsel

To Escrow Holder:

Fidelity Title National Title Company
3237 East Guasti Road Suite 105
Ontario, CA 91761
Attn Mary Lou Adame

17. GOVERNING LAW. This Agreement shall be construed according to the laws of the State of California.

18. ATTORNEY'S FEES. In the event any action or suit is brought by a party hereto against another party hereunder by reason of any breach of any of the covenants, agreements or provisions on the part of the other party arising out of this Agreement, then in that event the prevailing party shall be entitled to have and recover from the other party all costs and expenses of the action or suit, including actual attorneys' fees, expert witness fees, and accounting fees, and any other professional fees resulting therefrom.

19. SEVERABILITY. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

20. CONSTRUCTION. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, no uncertainty or ambiguity shall be construed or resolved against a party under any rule of construction, including the party primarily responsible for the drafting and preparation of this Agreement. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent. 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

21. QUALIFICATION; AUTHORITY. Each individual executing this Agreement on behalf of Buyer represents, warrants and covenants to Seller that (a) such person is duly authorized to execute and deliver this Agreement on behalf of Buyer in accordance with authority granted under its organizational documents of such entity, and (b) Buyer is bound under the terms of this Agreement.

22. NO WAIVER. The failure of either party to enforce any term, covenant, or condition of this Agreement on the date it is to be performed shall not be construed as a waiver of that party's right to enforce this, or any other, term, covenant, or condition of this Agreement at any later date or as a waiver of any term, covenant, or condition of this Agreement.

23. EXHIBITS. Exhibit A is attached hereto and incorporated herein by reference.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

BUYER:

CITY OF CARSON,
a charter city

By: _____
Albert Robles, Mayor

_____, 2020

ATTEST:

Donesia L. Gause-Aldana,
City Clerk

APPROVED AS TO FORM:

Aleshire & Wynder, LLP

By: _____
Sunny K. Soltani, City Attorney

SELLER:

CARSON SUCCESSOR AGENCY,
a public entity

By: _____
Albert Robles, Chair

_____, 2020

ATTEST:

Donesia L. Gause-Aldana,
Agency Secretary

APPROVED AS TO FORM:

Aleshire & Wynder, LLP

By: _____
Sunny K. Soltani, Agency Counsel

ESCROW ACCEPTANCE & AGREEMENT

Fidelity Title Company as Escrow Holder under this Agreement, hereby certifies that the Opening of Escrow occurred on _____, 2020, and Escrow Holder agrees to be bound by the terms hereof. Escrow Holder has assigned Escrow No. _____ to the Escrow.

ESCROW HOLDER:

FIDELITY NATIONAL TITLE INSURANCE COMPANY

By: _____
Mary Lou Adame, Escrow Officer

EXHIBIT A

PROPERTY DESCRIPTION

That certain real property located in the City of Carson, County of Los Angeles, State of California, described as follows:

PARCEL 1: (APN: 7336-016-906)

THE WEST 125 FEET OF LOT 16 OF TRACT NO. 5927, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 64 PAGE 58 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES LYING IN OR UNDER SAID LAND, BUT WITH NO RIGHT OF ENTRY, AS RESERVED BY ROBERT A. LEAVER AND MARIANNE L. LEAVER, IN DEED RECORDED JUNE 19, 1957 IN BOOK 54825 PAGE 51, OFFICIAL RECORDS.

PARCEL 2: (APN: 7336-016-900)

ALL THAT PORTION OF THE WEST 125 FEET OF LOT 13, MEASURED AT RIGHT ANGLES TO THE WESTERLY LINE THEREOF, OF TRACT NO. 5927, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 64 PAGE 58 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTH OF A LINE DRAWN FROM A POINT BISECTING THE EAST LINE OF SAID LOT TO A POINT 36.97 FEET NORTHERLY MEASURED ALONG THE WESTERLY LINE OF SAID LOT FROM THE SOUTHWEST CORNER THEREOF.

PARCEL 3: (APN: 7336-016-901)

THAT PORTION OF LOT 13 OF TRACT NO. 5927, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 64 PAGE 58 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 13 IN THE EASTERLY LINE OF MAIN STREET; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT, NORTH 87° 06' EAST 125 FEET; THENCE PARALLEL WITH THE WESTERLY LINE OF SAID LOT, NORTH 2° 54' WEST TO ITS INTERSECTION WITH A LINE HAVING A BEARING OF NORTH 87° 50' EAST DRAWN FROM A POINT IN THE WESTERLY LINE OF SAID LOT,

DISTANT THEREON NORTHERLY 36.97 FEET FROM THE SOUTHWEST CORNER OF SAID LOT 13 TO A POINT IN THE EASTERLY LINE OF SAID LOT THAT WOULD BISECT SAID EASTERLY LINE; THENCE ALONG SAID LINE SOUTH 87° 50' WEST 125.02 FEET TO A POINT IN THE WESTERLY LINE OF SAID LOT 13 IN THE EASTERLY LINE OF MAIN STREET; THENCE ALONG SAID STREET, SOUTH 2° 54' EAST 36.97 FEET TO THE POINT OF BEGINNING.

ALL OIL, GAS, PETROLEUM, ASPHALTUM HYDROCARBON SUBSTANCES AND OTHER MINERALS LYING IN AND UNDER SAID LAND, AND THAT MAY BE PRODUCED OR RECOVERED THEREFROM, TOGETHER WITH AN EASEMENT FOR AND THE RIGHT TO USE THAT PORTION ONLY OF SAID LAND WHICH UNDERLIES A PLANE PARALLEL TO AND 200 FEET BELOW THE SURFACE OF SAID LAND FOR THE PURPOSE OF PROSPECTING FOR, PASSING THROUGH, DRILLING AND MINING THROUGH, DEVELOPING, REMOVING AND EXTRACTING OIL, GAS PETROLEUM, ASPHALTUM, HYDROCARBON

SUBSTANCES AND OTHER MINERALS FROM SAID LAND AND OTHER LAND BY MEANS OF WELLS DRILLED OR OTHER OPENINGS MADE INTO THE SUBSURFACE OF THE ABOVE DESCRIBED LAND FROM DRILL OR OTHER SITES LOCATED ON OTHER LAND, WITHOUT THE RIGHT TO ENTER UPON THE SURFACE OF THE ABOVE DESCRIBED LAND FOR SUCH USE, AS RESERVED BY PUBLIX TITLE COMPANY, A CORPORATION, IN DEED RECORDED FEBRUARY 26, 1959, AS INSTRUMENT NO. 1860, OF OFFICIAL RECORDS.

PARCEL 4: (APN: 7336-016-903)

THE NORTH 25.00 FEET OF THE WEST 100.00 FEET OF LOT 14 OF TRACT NO. 5927, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 64 PAGE 58 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 5: (APN: 7336-016-904)

THE SOUTH HALF OF THE WESTERLY 125 FEET OF LOT 14 OF TRACT NO. 5927, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 64 PAGE 58 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 6: (APN: 7336-016-905)

THE WESTERLY 125 FEET OF LOT 15 OF TRACT NO. 5927, IN THE CITY OF CARSON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 64 PAGE 58 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 7: (APN: 7336-016-902)

THE NORTHERLY ONE-HALF OF THE EASTERLY 25 FEET OF THE WESTERLY 125 FEET OF LOT 14 OF TRACT NO. 5927, IN THE CITY OF CARSON COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 64 PAGE 58 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.