

**REAL PROPERTY PURCHASE & SALE AGREEMENT
BETWEEN THE CLEARLAKE REDEVELOPMENT SUCCESSOR AGENCY
AND DANCO HOMES LLC**

THIS REAL PROPERTY PURCHASE & SALE AGREEMENT (the "Agreement" or "PSA") is entered into as of this 18 day of November, 2021, by and between the CLEARLAKE REDEVELOPMENT SUCCESSOR AGENCY, a California municipal corporation (the "Successor Agency") and DANCO HOMES LLC, a California limited liability company (the "Developer").

A. The property which is the subject of this Agreement is:

1. 2890 Old Highway 53, Clearlake, CA 95422 (APN 010-048-08), which is currently owned by the Clearlake Redevelopment Successor Agency

They are collectively known in this document as the "Site."

B. With the dissolution of redevelopment agencies in 2011, as part of the winding up of the affairs of the Clearlake Redevelopment Agency, pursuant to the Health & Safety Code, the Successor Agency was required to draft a Long-Range Property Management Plan ("LRPMP") to control the disposition of its real property assets, which included the Site.

C. The LRPMP provides that the Site can be sold to third parties after providing for an RFP process. The Successor Agency has the authority to enter into this Agreement, subject to approval by the Lake County Successor Agency Oversight Board ("Oversight Board"), which is a seven-member board established by AB x1 26.

D. Developer desires to purchase the Site from the Successor Agency and develop it in accordance with the Successor Agency's General Plan for residential development subject to and consistent with the requirements of the California Environmental Quality Act, related State Guidelines and related local ordinances and the Successor Agency desires to sell the Site to Developer.

E. The conveyance of the Site pursuant to the terms and conditions of this Agreement is in the vital and best interests of the Successor Agency and the health, safety and welfare of the Successor Agency's residents, and in accord with the public purposes and provisions of applicable state and local laws.

NOW THEREFORE, the Successor Agency and the Developer agree as follows:

I. SUBJECT OF AGREEMENT

A. Purpose of This Agreement

The purpose of this Agreement is for Developer's purchase of and to ensure development by Developer of certain property owned by the Successor Agency identified above as the Site.

B. The Site

The Successor Agency acquired certain real property as shown on the Map of the Site, attached hereto as Attachment No. 1 and incorporated herein by reference, and as more particularly described in the Legal Description of the Site, attached hereto as Attachment No. 2 and incorporated herein by reference (the "Site" or the "Property").

C. Parties to This Agreement

1. The Successor Agency

The Successor Agency is a California municipal corporation with its address located at 14050 Olympic Drive, Clearlake, CA 95422.

2. The Developer

The Developer is Danco Homes LLC. The principal office of the Developer is located at 5251 Ericson Way, Ste. A, Arcata, CA 95521. Wherever the term "Developer" is used herein, such term shall include any permitted nominee, assignee or successor in interest as herein provided.

The qualifications and identity of Developer are of particular concern to the Successor Agency, and it is because of such qualifications and identity that the Successor Agency has entered into this Agreement with the Developer. No voluntary or involuntary successor in interest of the Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein. This Agreement may be terminated by the Successor Agency if there is any significant change (voluntary or involuntary) in the membership, management or control of the Developer.

The Developer shall not assign all or any part of this Agreement without the prior written approval of the Successor Agency except as otherwise set forth herein.

II. DISPOSITION OF THE SITE

A. Sale and Purchase

The Successor Agency of the Clearlake Redevelopment Agency owns the Site. The sale of the Successor Agency owned property is subject to approval of this action by the Oversight Board. In accordance with, and subject to, all the terms, covenants and conditions of this Agreement, the Successor Agency agrees to sell the Site for development, and the Developer

agrees to purchase the Site “As Is” for development in the amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00) (the “Purchase Price”).

Within three (3) business days following execution of this Agreement, Developer shall deposit the sum of \$5,000 (“Deposit”) with Escrow Agent. Escrow Agent shall hold and invest the Deposit in an interest-bearing account as designated by Developer and for the benefit of Developer until the close of escrow or earlier termination of this Agreement, as provided herein. The Deposit shall (a) be applied and credited to the Purchase Price upon the close of escrow, (b) in the event Developer delivers approval of the Site within the Site Investigation Period, constitute liquidated damages if Developer defaults hereunder and (c) be non-refundable to Developer except as set forth herein.

The Developer acknowledges and understands that the Site will be conveyed to the Developer for purposes of development pursuant to this Agreement and not for speculation in undeveloped land.

B. Escrow.

1. Opening of Escrow. For purposes of this Agreement, the Escrow shall be deemed opened on the date Escrow Holder shall have received a fully executed original or originally executed counterparts of this Agreement from Successor Agency and Developer (the “Opening of Escrow”), and Escrow Holder shall immediately notify Developer and Successor Agency, in writing, of the date Escrow is opened. Developer and Successor Agency agree to execute, deliver and be bound by any reasonable and customary supplemental escrow instructions of Escrow Holder or other instruments as may reasonably be required by Escrow Holder in order to consummate the transaction contemplated by this Agreement. Any such supplemental instructions shall not conflict with, amend or supersede any portions of this Agreement. To the extent of any inconsistency between the provisions of such supplemental instructions and the provisions of this Agreement, the provisions of this Agreement shall control. Upon “Opening of Escrow”, the Developer shall submit an application for tentative subdivision map within 60 days. The City will process the application as soon as reasonable. The Developer will cover the costs of the tentative map approval process.

2. Close of Escrow. For purposes of this Agreement, the “Closing” shall be defined as the consummation of the transaction contemplated by this Agreement and “Close of Escrow” shall be defined as the date that the Escrow Holder delivers the balance of the Purchase Price to the Successor Agency. Promptly following the Close of Escrow, a grant deed (“Grant Deed”) conveying the Property to Developer, shall be recorded by the Escrow Holder in the office of the Recorder of Lake County, California (the “Official Records”). Notwithstanding anything in this Agreement to the contrary, the Close of Escrow shall occur on or before December 1, 2022.

C. **Condition of Title.** It shall be a condition to the Close of Escrow for Developer's benefit that title to the Property shall be conveyed to Developer by the Grant Deed subject only to the following conditions of title ("Condition of Title"):

1. A lien to secure payment of general and special real property taxes and assessments, not delinquent.
2. Matters affecting the Condition of Title created by or with the written consent of Developer.
3. All exceptions which are disclosed by a preliminary title report of the Site to be obtained by Developer after the opening of escrow hereunder which are approved or waived by Developer as provided herein.
4. Matters which would be disclosed in a survey of the Property.
5. All legal highways and public rights of way.

The Condition of Title shall not include any exceptions relating to AB x1 26.

D. **Title Policy Upon Closing.** Title shall be evidenced by the willingness of Escrow Holder, in its capacity as title insurer ("Title Company"), to issue its Owner's Standard Form (CTLA) Policy of Title Insurance, to be paid by Successor Agency or, at Developer's election, an ALTA Policy of Title Insurance, to be paid for by Developer, ("Title Policy") in the amount of the Purchase Price showing title to the Property vested in Developer and subject only to the Condition of Title. Developer to pay all fees related to title and escrow related to the sale of the property.

D. Conveyance of Title and Delivery of Possession

Provided that the Developer is not in default under this Agreement and all conditions precedent to such conveyance have occurred, including approval by the Oversight Board, and subject to any mutually agreed upon extensions of time, conveyance to the Developer of title to the Site or portion thereof shall be completed. The Successor Agency and the Developer agree to perform all acts necessary to conveyance of title in sufficient time for title to be conveyed in accordance with the foregoing provisions.

Possession shall be delivered to the Developer concurrently with the conveyance of title, except that limited access may be permitted before conveyance of title as permitted in this Agreement. The Developer shall accept title and possession upon conveyance and delivery thereof in accordance with the provisions of this Agreement.

E. Payment of the Purchase Price and Recordation of Grant Deed

The Developer shall deposit the Purchase Price and other sums required hereunder with the Escrow Agent prior to the date for conveyance thereof, provided that the Escrow Agent shall have notified the Developer in writing that the Grant Deed, properly executed and acknowledged by the Successor Agency, has been delivered to the Escrow Agent.

Upon the Close of Escrow, the Escrow Agent shall file the Grant Deed for recordation among the land records in the Office of the County Recorder of Lake County, shall deliver the Purchase Price and other required sums to the Successor Agency, shall deliver itemized closing statements to both parties, and shall deliver to the Developer a title insurance policy.

F. Conveyance As Is

Except as otherwise provided herein, the Site or portion thereof shall be conveyed "As Is".

G. Inspections; Conditions of the Site

1. Site

a. "As Is"

Developer has 120 days from the opening of escrow to review the property and determine feasibility. At the end of the review period if the Developer chooses to move forward, the Deposit of \$5,000 becomes non-refundable, is released to Successor Agency, and applies towards the purchase price. Developer agrees it will rely solely on its own investigation of the Site and agrees to purchase it "as is," in its current physical condition, with no warranties, express or implied, as to the physical condition thereof, the presence or absence of any latent or patent condition thereon or therein, including, without limitation, any Hazardous Materials (as defined herein) thereon or therein and any other matters affecting the Site.

b. Indemnities

Developer agrees, and after the date of recording of the Grant Deed conveying title to the Site or portion thereof from the Successor Agency to Developer or the commencement of any work on the Site by Developer under this Agreement, to defend, indemnify, protect and hold harmless the Successor Agency and Successor Agency and their officers, beneficiaries, employees, agents, attorneys, representatives, legal successors and assigns ("Successor Agency Indemnitees") from, regarding and against any and all liabilities, obligations, orders, decrees, judgments, liens, demands, actions, Environmental Response Actions (as defined herein), claims, losses, damages, fines, penalties, expenses, Environmental Response Costs (as defined herein) or costs of any kind or nature whatsoever, together with fees (including, without limitation, reasonable attorneys' fees and experts' and consultants' fees), whenever arising, unless caused in whole or in part by any of the Successor Agency Indemnitees, resulting from or in connection with the actual or claimed generation, storage, handling,

transportation, use, presence, placement, migration and/or release of Hazardous Materials at, on, in, beneath or from the Site or portion thereof following the conveyance of the Site to Developer and prior to the time Developer conveyed title to the applicable portion of the Site to a third party (collectively referred to as "Subsequent Contamination"). Developer's defense, indemnification, protection and hold harmless obligations herein shall include, without limitation, the duty to respond to any governmental inquiry, investigation, claim or demand regarding the Subsequent Contamination, at Developer's sole cost.

c. Release and Waiver

Except as expressly provided above, Developer hereby releases and waives all rights, causes of action and claims Developer has or may have in the future against the Successor Agency Indemnitees arising out of or in connection with any Hazardous Materials at, on, in, beneath or from the Site or portion thereof unless the presence of such Hazardous Materials at, on, in, beneath or from the Site or portion thereof is caused in whole or in part by any of the Successor Agency Indemnitees. In furtherance of the intentions set forth herein, Developer acknowledges that it is familiar with Section 1542 of the Civil Code of the State of California which provides as follows:

"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."

Except for the rights reserved to Developer herein, Developer hereby waives and relinquishes any right or benefit which it has or may have under Section 1542 of the Civil Code of the State of California or any similar provision of the statutory or non-statutory law of any other applicable jurisdiction to the full extent that it may lawfully waive all such rights and benefits.

H. Condition of the Site

It shall be the sole responsibility of the Developer, at the Developer's sole expense, to investigate and determine the conditions of the Site and the suitability of such conditions for the improvements to be constructed by the Developer. If the conditions are not in all respects entirely suitable for the use or uses to which the Site will be put, then it is the sole responsibility and obligation of the Developer to take such action as may be necessary to place the conditions of the Site in a condition suitable for development of the Site unless this

Agreement is terminated as otherwise permitted herein. Successor Agency will provide any known documents within its possession regarding environmental issues on the Property.

I. Preliminary Work by the Developer

Prior to the conveyance of title from the Successor Agency, representatives of the Developer shall have the right of access to the Site at all reasonable times for the purpose of obtaining data and making surveys and tests necessary to carry out this Agreement. The Developer shall hold the Successor Agency harmless from any injury to persons or physical damage to property arising out of any activity pursuant to this section. The Developer shall have access to all data and information on the Site in the Successor Agency's possession or otherwise available to the Successor Agency, but without warranty or representation by the Successor Agency as to the completeness, correctness or validity of such data and information. Within ten (10) days of execution of this Agreement by the Successor Agency, the Successor Agency shall furnish the Developer with copies of all such data and information. Successor Agency will allow Developer and its agents the right to enter the Property to conduct whatever tests Developer deems necessary, at Developer's sole cost. Developer agrees to indemnify Successor Agency for any and all liability, costs and damages in connection with such entrance and testing and keep the transaction confidential.

III. **IMPROVEMENT OF THE SITE**

1. Improvement of the Site – Right of Reverter

Developer agrees to improve the Site by developing a large lot residential development of approximately 20 new homes, pursuant to plans approved by the City. The improvements shall be complete within three years of the Close of Escrow. Failure to complete the improvements will result in a Right of Reverter for the City. The Parties acknowledge and agree that the Successor Agency's desire to sell the Property to Developer is in part to improve the Site with new homes. Accordingly, if Developer does not improve the Site as noted above in accordance with the plans approved by the City within three years from the Close of Escrow, then the City shall have the right, at its option, as its sole and exclusive remedy as a result of such failure, to repurchase, reenter and take possession ("Right of Reverter") of the Property, but subject to Developer's right to notice and opportunity to cure set forth therein. The Right of Reverter hereunder shall be subject and subordinate to the rights of the Project lenders and investor limited partner in all respects. All notices and cure rights of the Developer under this Section III.1 shall also be provided to such lenders and investor limited partner provided that the Successor Agency has been provided with notice information for such parties.

Exercise Right of Reverter. To exercise its Right to Reverter with respect to Successor Agency Property as provided for under this Agreement, Successor Agency shall pay to Developer in cash an amount equal to:

- (i) The Purchase Price paid by Developer for the Agency Property; plus

(ii) The total amount of any Mortgage(s) or other liens encumbering the Property at the time of the repurchase, reentry and repossession, which amounts shall be used to pay off any such Mortgages or liens.

In order to exercise this Right of Reverter, City shall give Developer Notice of such exercise and Developer shall, within sixty (60) days after Developer's receipt of such Notice, shall have a further right to cure any Default.

If after said 60-day period (as the same may be extended pursuant to the terms hereof), Developer decides not to cure, or decides to cure, then City shall request that Developer provide it with a detailed listing of any and all of Mortgages or other liens then encumbering the Property as provided in subparagraph (ii) above. City, within thirty (30) days after its receipt of such listing, shall have the Right of Reverter for the Property subject to City's payment to Developer in cash all sums owing to Developer. Once City has made said payment and repaid in full all obligations and loans secured by all Mortgages encumbering the City Property, as well as other liens that are a recorded against the property, then Developer shall thereupon execute and deliver to City a quitclaim deed transferring to City all of Developer's interest in the Property and assign to City all leases and contracts related to the Property and all declarant rights under any CC&Rs. The transfer of the Property to City pursuant to the City's Right of Reverter shall be in its then AS-IS Condition and City shall execute a waiver and release of known and unknown claims in connection with such transfer.

2. Improvement of the Site – Additional Provisions

- a. Developer agrees to enter into a reasonable Development Agreement associated with the development of the Site.
- b. During the period which the Developer is pursuing permits and entitlements and throughout the construction process, the City will assist the Developer in coordinating with tribal governments as necessary.
- c. City to provide available information about access to utilities (i.e. water and sewer to property line).
- d. City agrees to take any reasonable efforts to ensure expedited entitlement approval process
- e. Developer agrees to initiate construction at the Site such as site improvements and home construction within one (1) year of the Close of Escrow.
- f. Developer agrees to construct a minimum of 20 new homes on the site.

IV. DEFAULTS, REMEDIES AND TERMINATION

A. Defaults - General

Any failure or delay by either party to perform any term or provision of this Agreement shall constitute a default under this Agreement unless such failure is cured within the applicable cure period provided for in this Agreement. The performing party shall notify the nonperforming party that a default exists and that the nonperforming party must cure or commence to cure and diligently prosecute to completion within thirty (30) days of receipt of the notice (or such longer period set forth herein). The party who so fails or delays must promptly commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence.

Any notice of default given hereunder shall specify in detail the nature of the failure in performance which the noticing party claims constitutes the default and the manner in which such default may be satisfactorily cured in accordance with the terms and conditions of this Agreement.

During the time periods herein specified for cure of a failure to perform, the party charged therewith shall not be considered to be in default of this Agreement for any purposes, including, but not limited to, termination of this Agreement or institution of legal proceedings.

Except as otherwise expressly provided in this Agreement, any failure or delay by the Developer or the Successor Agency in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

B. Legal Actions

1. Institution of Legal Actions

Upon the occurrence of a default, the non-defaulting party shall have the right, in addition to any other rights or remedies, to institute any action at law or in equity to cure, correct, prevent or remedy any default, or to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Lake, State of California, or in the appropriate Federal District Court.

2. Applicable Law

The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

C. Rights and Remedies Are Cumulative

Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by any party of one or more of such rights or

remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other party.

D. Damages

If either party defaults with regard to any of the provisions of this Agreement, the non-defaulting party shall serve written notice of such default upon the defaulting party. If the default is not commenced to be cured within thirty (30) days after service of the notice of default and is not cured promptly in a continuous and diligent manner within a reasonable period of time after commencement, the defaulting party shall be liable to the non-defaulting party for damages caused by such default, provided, however, the Successor Agency shall not be entitled to claim consequential damages except as otherwise provided in the following paragraph.

E. Termination by the Successor Agency

Prior to conveyance of the Site, this Agreement may be terminated by the Successor Agency if:

1. Any of the conditions precedent to the close of escrow that are for the benefit of the Successor Agency, as set forth above have not been satisfied or waived by Successor Agency; or
2. Developer is in default under any provision of this Agreement and such default is not cured within the applicable time periods; or
3. Escrow has not closed for the conveyance of the Site to Developer by May 31, 2022.

In the event of any default under this Agreement, at the option of Successor Agency, be terminated by written notice thereof to the Developer.

If this Agreement is terminated by City under subparagraph 1. above, the City shall return the Deposit to Developer if the termination was the result of the failure of Developer to secure governmental approvals required by this Agreement, provided Developer used commercially reasonable efforts to obtain all necessary discretionary approvals and discretionary permits. Upon a termination under this Agreement and Developer did not use commercially reasonable efforts City/Successor Agency shall be entitled to retain the Deposit as liquidated damages. Except for those provisions which are specifically intended to survive any termination of his Agreement, including without limitation, the indemnification obligations set forth in this Agreement and the City/Successor Agency's Right to Reverter (in the event that the Close of Escrow has occurred), the parties shall have no further rights against or obligations to each other. After the Close of Escrow, the Right of Reverter shall be the sole remedy of the Successor Agency for failure to complete construction of the Improvements as set forth herein.

V. GENERAL PROVISIONS

A. Conflicts of Interest

No member, official or employee of the Successor Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement that affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

The Developer warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement.

B. Non-liability of Successor Agency Officials and Employees

No member, official or employee of the Successor Agency shall be personally liable to the Developer in the event of any default or breach by the Successor Agency or for any amount that may become due to the Developer or on any obligations under the terms of this Agreement.

C. Attorneys' Fees

Should any action be brought between the parties hereto arising out of this Agreement including, without limitation, any action for declaratory or injunctive relief, the prevailing party shall be entitled to reasonable attorneys' fees and costs and expenses of investigation incurred, including those incurred in appellate proceedings or in any action or participation in, or in connection with, any case or proceeding under Chapter 7, 11 or 13 of the Bankruptcy Code or any successor statutes, and any judgment or decree rendered in any such actions or proceedings shall include an award thereof.

D. Brokers; No Commissions.

Successor Agency and Developer each represent and warrant to the other that there are no commissions, finder's fees or brokerage fees (collectively, a "Commission") arising out of the transaction contemplated by this Agreement. Developer shall indemnify and hold Successor Agency harmless from and against any and all liabilities, claims, damages, costs and expenses, including, without limitation, court costs and reasonable attorneys' fees, in connection with claims for any commissions, finder's fees or brokerage fees arising out of Developer's conduct or the inaccuracy of the foregoing representations and/or warranty of Developer. Successor Agency shall likewise indemnify and hold Developer harmless from and against any and all liabilities, claims, damages, costs and expenses, including, without limitation, court costs and reasonable attorneys' fees, in connection with claims for any commissions, finder's fees or

brokerage fees arising out of Successor Agency's conduct or the inaccuracy of the foregoing representations and/or warranty of Successor Agency.

E. Assignment.

Buyer may assign its rights under this Agreement without the consent of the Successor Agency to an entity or entities (formed or to be formed), provided, however, such entity or entities is/are under the control of or under common control with Danco Homes LLC. Except as provided in this Section, Buyer shall not assign its rights under this Agreement without the prior written consent of Successor Agency, which consent shall not be unreasonably withheld or delayed.

VI. SPECIAL PROVISIONS

A. Submission of Documents to the City for Approval

Except for documents submitted by Developer that require land use approvals and/or approval of environmental documents in accordance with the California Environmental Quality Act, whenever this Agreement requires the Developer to submit plans, drawings or other documents to the City for recommendations and/or comments, said plans, drawings or other documents shall be accompanied by a letter stating that they are being submitted, and will be deemed as having, no comments or recommendations by City unless rejected by the City within the stated time. If there is no time specified herein for such City action within the Schedule of Performance attached to the Development Agreement, the Developer may request City approval or rejection of documents within thirty (30) days after submission to the City/Successor Agency of such documents.

B. Amendments and Minor Modifications to This Agreement

The Developer and the Successor Agency agree to mutually consider reasonable requests for amendments to this Agreement that may be made by any of the parties hereto, lending institutions or bond counsel or financial consultants to the Successor Agency. Any such requests ("Minor Modifications") that are consistent with this Agreement and would not substantially alter the basic business terms included herein, may be approved administratively by the Executive Director of the Successor Agency without a public hearing. An approved Minor Modification shall be reflected in a formal amendment to this Agreement that shall be binding on the parties.

VII. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

This Agreement is executed in duplicate originals, each of which is deemed to be an original. This Agreement comprises pages 1 through 14, inclusive, and Attachment Nos. 1 and 2, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Successor Agency and the Developer, and all amendments hereto must be in writing and signed by the appropriate authorities of the Successor Agency and the Developer.

VIII. TIME FOR ACCEPTANCE OF AGREEMENT BY SUCCESSOR AGENCY

This Agreement, when executed by the Developer and delivered to the Successor Agency, must be authorized, executed and delivered by the Successor Agency within forty-five (45) days after the date of signature by the Developer or this Agreement shall be void, except to the extent that the Developer shall consent in writing to further extensions of time for the authorization, execution and delivery of this Agreement. The effective date of this Agreement shall be the date when this Agreement has been signed by the Successor Agency.

[Date]

SUCCESSOR AGENCY OF
CLEARLAKE

By: _____
Successor Agency Manager

APPROVED AS TO FORM:

Attest:

Successor Agency Attorney

Successor Agency Clerk

11/18/2021
[Date]

DEVELOPER

DANCO HOMES LLC, a California
limited liability company

By: 
Chris Dart, Authorized Representative

**ATTACHMENT NO. 1.
MAP OF THE SITE**

[to be inserted]

**ATTACHMENT NO. 2
LEGAL DESCRIPTION OF THE SITE**

[to be inserted]