

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT ("Agreement") is entered into this _____ day of _____, 2022 ("Effective Date"), between **TRUCKEE DEVELOPMENT ASSOCIATES, LLC**, a Delaware corporation, whose address is 1201 Pine Street, Oakland, CA 94607 ("Seller"), and **TOWN OF TRUCKEE**, a California municipal corporation, whose address is 10183 Truckee Airport Road, California 96161 ("Buyer"). Seller and Buyer shall sometimes be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS :

A. Seller owns certain real property located in the Town of Truckee, Nevada County, State of California (the "Original Property"), the approximate boundaries of which are depicted on **Exhibit A** attached hereto and made a part hereof.

B. Seller wishes to sell a portion of the Original Property (the "Property") to Buyer on the terms and conditions set forth in this Agreement.

AGREEMENT :

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

Section 1. Purchase and Sale of Property and Easements.

(a) Sale of Property. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property, on the terms and conditions of this Agreement. Pursuant to the terms and conditions of this Agreement, Buyer shall, with Seller's cooperation, cause the Overall Property to be created as four (4) separate legal parcels ("Parcel 1," "Parcel 2," "Parcel 3," and "Parcel 4,"), the approximate anticipated boundaries of which are depicted on **Exhibit B** attached hereto and made a part hereof. The "Property" shall consist of Parcel 1, Parcel 2, Parcel 3, and Parcel 4. Each of Parcels 1 through 4 shall sometimes be referred to herein individually as a "Parcel" and collectively as the "Parcels."

(b) Easements. The conveyance of the Property to Buyer hereto shall include Seller's granting to Buyer and Seller's retainage of certain non-exclusive easement(s) appurtenant to the Property (collectively, the "Easements" and the documents creating such Easements, the "Easement Agreements") for utilities, access, and drainage, in the approximate locations depicted on **Exhibit B** hereto. The form of such Easements shall be substantially in accordance with that attached as **Exhibit C** attached hereto and made a part hereof. Unless the context dictates otherwise, references in this Agreement to the "Property" shall mean and refer to the Property depicted on **Exhibit B** together with the Easements to be granted pursuant hereto.

ATTACHMENT B

Section 2. Purchase Price. The purchase price ("Purchase Price") for the Property shall be that amount calculated as follows: (i) the Purchase Price for Parcel 1, up to 25,000 square feet, shall be One Dollar (\$1.00); (ii) the Purchase Price for any area of Parcel 1 in excess of 25,000 square feet shall be such excess square footage multiplied by \$37.60; (iii) the Purchase Price for Parcel 2 shall be the total square footage contained therein multiplied by \$37.60; (iv) the Purchase Price for Parcel 3, up to 45,411 square feet, shall be One Dollar (\$1.00); and (v) the Purchase Price for any area of Parcel 3 in excess of 45,411 square feet shall be such excess square footage multiplied by \$37.60. As of the Effective Date, the parties anticipate that the Purchase Price shall be One Million Twelve Thousand Five Hundred and Sixty-Eight and 00/100 Dollars (\$1,012,568.00).

Section 3. Seller's Conditions Precedent to Closing. Seller's obligation to sell the Property to Buyer pursuant to this agreement shall be conditioned upon and subject to the conditions precedent set forth below, each of which is for Seller's sole benefit and may only be waived by Seller in writing:

(a) Creation of Separate Parcels. Buyer shall have caused, at Buyer's sole cost and expense, Parcel 1, Parcel 2, Parcel 3, to have been be created as separate legal parcels in accordance with Section 6 below.

(b) Performance by Buyer. Buyer shall have performed in all material respects its obligations under this Agreement on or before the Closing Date.

Section 4. Buyer's Conditions Precedent to Closing. Buyer's obligation to purchase the Property from Seller shall be conditioned upon and subject to the conditions precedent set forth below, each of which is for Buyer's sole benefit and may only be waived by Buyer in writing:

(a) Performance by Seller. Seller shall have performed in all material respects its obligations under this Agreement on or before the Closing Date.

Section 5. Escrow and Closing.

(a) Escrow. Seller has opened, or shall open promptly following the Effective Date hereof, escrow (the "Escrow") with Chicago Title Company, 3620 Happy Valley Road, Suite 100, Lafayette, CA 94549 Attn: Laurie Edwards (the "Escrow Holder"), for the purpose of closing the purchase and sale of the Purchase Area pursuant to this Agreement (the "Closing").

(b) Escrow Instructions. Buyer and Seller shall promptly, upon request, prepare and execute escrow instructions which shall be consistent with this Agreement. If there is any inconsistency between the terms of this Agreement and such escrow instructions, the terms of this Agreement shall prevail and control.

(c) Closing; Closing Date. The closing of the transactions contemplated by this Agreement (the "Closing" or "Close of Escrow") shall occur on that date (the "Closing Date") which is not to exceed thirty (30) business days following the date on which each of the Parcels has been created as a separate legal parcel; provided, however, in no event shall the Closing

occur later than the one (1) year anniversary of the Effective Date, and in the event that the Parcels have not been created as separate legal parcels pursuant to this Agreement by such one (1) year anniversary, this Agreement shall automatically terminate and be of no further force or effect, except with respect to any provisions which expressly survive the expiration or termination of this Agreement.

(d) Funds and Documents to be Delivered by Buyer. Not later than one (1) business day before the Closing Date, Buyer shall deliver or cause to be delivered to the Escrow Holder the following funds and documents, duly executed by Buyer and acknowledged where required:

- i. Immediately available funds in the amount equal to the sum of: (A) the Purchase Price, plus (B) any costs or prorations chargeable to Buyer under this Agreement;
- ii. Executed originals or original counterparts to each of the Easement Agreements;
- iii. A copy of Buyer's escrow closing statement ("Buyer's Closing Statement"); and
- iv. All other sums and documents reasonably required of Buyer by Escrow Holder to carry out and close Escrow pursuant to this Agreement.

(e) Documents to be Delivered by Seller. Not later than one (1) business day before the Closing Date, Seller shall deliver to the Escrow Holder the following documents, duly executed by Seller and acknowledged where required:

- i. Original grant deeds substantially in the form attached hereto as **Exhibit D**, conveying fee simple title to the Property to Buyer ("Grant Deed");
- ii. Executed originals or original counterparts to each of the Easement Agreements;
- iii. A copy of Seller's escrow closing statement ("Seller's Closing Statement"); and
- iv. All other sums and documents reasonably required of Seller by Escrow Holder to carry out and close Escrow pursuant to this Agreement.

(f) Closing Prorations and Fees. Real property taxes and assessments on the Property shall be prorated as of the Closing (on the basis of actual days elapsed and a 365-day year) based upon the latest available bills. Buyer and Seller shall each pay all attorneys' fees and costs incurred by such Party in connection with the negotiation, execution, delivery and performance of this Agreement by such Party. Buyer shall pay (i) all recording fees, (ii) all County and Town documentary transfer taxes applicable to this transaction, (iii) the premium for any title insurance coverage obtained by Buyer, and (iv) all fees and charges of Escrow Holder. This Section 5(f) shall survive the Closing.

(g) Close of Escrow. Upon receipt of all funds and documents as set forth in Section 5(d) and Section 5(e), Escrow Holder shall close Escrow by taking the following steps: (i) record the Grant Deeds; (ii) record each of the Easement Agreements; (iii) deliver the Purchase Price, subject to any adjustments set forth on Seller's Closing Statement, to Seller; (iv) deliver to Buyer and Seller conformed copies of each of the aforesaid recorded documents; (v) providing both Parties copies of all other documents deposited by the Parties into Escrow; and (vi) providing a copy of the final closing statement to Buyer and Seller.

Section 6. Creation of Parcels. The Parties acknowledge that, as of the Effective Date, the Overall Property has not been subdivided into separate legal parcels. From and after the Effective Date, Buyer shall, at Buyer's sole cost and expense, use commercially reasonable and diligent efforts to create the Overall Property as Parcels 1 through 3 in the approximate boundaries as depicted on **Exhibit B** attached hereto. Seller shall cooperate in Buyer's efforts in such Parcel creation process, at no material out-of-pocket cost or expense to Seller. All maps, surveys, and other documents Buyer prepares relating to the creation of the Parcels shall be promptly delivered to Seller, and Seller shall have reasonable approval rights over each of the same. In connection with the creation of the Parcels as separate legal parcels, other than the creation of the Easements, Buyer shall not commit Seller to execute any subdivision improvement agreement, post bonds, grant easements or dedicate any land unless approved by Seller in Seller's sole, absolute, and subjective discretion.

Section 7. As Is; Release and Indemnity.

(a) As Is. Buyer and its representatives, prior to the date of Closing, will have been afforded the opportunity to make such inspections of the Property and matters related thereto as Buyer and its representatives may desire. Buyer acknowledges and agrees that the Property is to be accepted by Buyer in an "as is" condition with all faults. Buyer further acknowledges that the Property has been used for railroad right-of-way purposes. Seller makes no representations or warranties of any kind whatsoever, either express or implied, with respect to the Property; in particular, but without limitation, Seller makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements, covenants, conditions and restrictions (whether or not of record), or the physical, environmental, and/or geotechnical condition of the Property. Buyer acknowledges that it is entering into this Agreement on the basis of Buyer's own investigation of the physical and environmental conditions of the Property, including the subsurface conditions, and Buyer assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation. Buyer acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, this Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof and the purchase and sale of the Property and supersedes any such prior or contemporaneous oral or written representations, statements, documents or understandings.

(b) Release. BUYER, FOR ITSELF, ITS SUCCESSORS AND ASSIGNS, HEREBY WAIVES, RELEASES, REMISES, ACQUITS AND FOREVER DISCHARGES SELLER, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, OR ANY OTHER PERSON ACTING ON BEHALF OF SELLER, OF AND

FROM ANY CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, RIGHTS, DAMAGES, COSTS, EXPENSES, PENALTIES, FINES OR COMPENSATION WHATSOEVER, DIRECT OR INDIRECT, WHICH BUYER NOW HAS OR WHICH BUYER MAY HAVE IN THE FUTURE ON ACCOUNT OF OR IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THE PROPERTY OR THE CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE KNOWN OR UNKNOWN PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON OR UNDER THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING APPLIES REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF SELLER, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS OR ASSIGNS. WITH RESPECT TO THE FOREGOING RELEASE, BUYER EXPRESSLY WAIVES THE BENEFITS AND PROTECTIONS OF SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH READS AS FOLLOWS:

1542. Certain Claims Not Affected by General Release. 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.

BUYER HEREBY EVIDENCES ITS SPECIFIC AGREEMENT TO THE TERMS OF THIS RELEASE BY PLACING ITS SIGNATURE OR INITIALS BELOW.

Buyer's Initials

(c) INDEMNITY. BUYER SHALL INDEMNIFY, PROTECT, DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO SELLER) AND HOLD HARMLESS SELLER AND SELLER'S PARTNERS, MEMBERS, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, BENEFICIARIES, MEMBERS, PARTNERS, AFFILIATES, AGENTS, EMPLOYEES AND ATTORNEYS, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "SELLER PARTIES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LIENS, SUITS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, FINES, PENALTIES, JUDGMENTS, DEMANDS, OBLIGATIONS, COSTS, LIABILITIES AND LOSSES (INCLUDING MECHANICS' LIENS) AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) (COLLECTIVELY "CLAIMS AND LIABILITIES") TO THE EXTENT ARISING OUT OF ANY ENTRY OR ACTIVITIES ON THE PROPERTY, OR ANY BREACH OF BUYER'S OBLIGATIONS UNDER THIS AGREEMENT, BY BUYER OR ANY OF BUYER'S REPRESENTATIVES. ADDITIONALLY, FROM AND AFTER CLOSING, BUYER SHALL, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INDEMNIFY, DEFEND AND SAVE HARMLESS

SELLER, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND EXPENSES, INCLUDING ATTORNEY'S FEES, IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE KNOWN OR UNKNOWN PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON OR UNDER THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING SHALL APPLY REGARDLESS OF ANY NEGLIGENCE, VICARIOUS LIABILITY OR STRICT LIABILITY OF SELLER, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS OR ASSIGNS.

Section 8. Default and Remedies.

(a) Seller's Remedies. If Buyer fails to complete the Close of Escrow as contemplated by this Agreement, or if Buyer defaults under the terms of this Agreement, and such default continues for more than ten (10) days following Seller's notice to Buyer of such default (except that with respect to Buyer's obligations under Section 5 above, the cure period shall be two (2) business days), Seller shall have all rights and remedies available thereto at law or in equity including, without limitation, the right to terminate this Agreement upon written notice to Buyer. Buyer shall be responsible for all cancellation charges required to be paid to escrow holder and any Escrow charges, and furthermore, Seller shall be entitled to all rights and remedies available thereto at law or in equity. In the event of termination of this Agreement pursuant hereto, all obligations and liabilities under this Agreement shall terminate and be of no further force or effect, except with respect to any obligations and/or liabilities of the Parties that expressly survive the expiration or earlier termination of this Agreement. Notwithstanding anything in this Section 8(a) to the contrary, nothing herein shall be deemed to limit Buyer's liability to Seller for damages or injunctive relief for breach of Buyer's indemnity obligations under this Agreement or for attorney fees and costs as provided under this Agreement. The provisions of this Section 8(a) shall survive the termination of this Agreement.

Seller's Initials

Buyer's Initials

(b) Buyer's Remedies. If the Close of Escrow fails to occur due to a default by Seller under this Agreement, and such default continues for more than ten (10) days following Buyer's notice to Seller of such default (except that with respect to Seller's obligations under Section 5 above, the cure period shall be two (2) business days) Buyer shall have the right to exercise one (1) of the following remedies (such decision to be in Buyer's sole discretion): (i) Buyer shall

have the right to terminate this Agreement by giving written notice of such termination to Seller and Escrow Holder, in which case, neither Party shall have any further obligations or liabilities under this Agreement, except for any that expressly survive the expiration or termination of this Agreement; or (ii) Buyer shall have the right to institute and prosecute an action to compel specific performance of this Agreement against Seller.

(c) No Other Remedies. Seller and Buyer acknowledge that their respective rights and remedies resulting from a default under this Agreement by the other Party shall be limited to those set forth in Section 8(a) and Section 8(b) above, and all other rights and remedies that may be available to Seller or Buyer at law or in equity are hereby waived; provided, however, that nothing herein shall limit Seller's remedies with respect to any obligations or liabilities of Buyer that survive the expiration or earlier termination of this Agreement. Without limiting the foregoing, Seller shall not be liable for any other remedies, including any claims for any other damages, including, without limitation, additional compensatory damages, special damages, consequential damages (including, without limitation, damages for lost profits, delay, changes in market conditions, etc.) or punitive damages, based upon any breach or default under this Agreement or any other act, error or omission by Seller.

Section 9. Notices.

Any notices required or desired to be given under this Agreement shall be in writing and personally served, given by reputable private courier or delivery service, or given by mail. Any notice given by mail shall be sent, postage prepaid, by certified mail, return receipt requested, addressed to the party to receive at the following address or at such other address as the party may from time to time direct in writing:

Seller: TRUCKEE DEVELOPMENT ASSOCIATES, LLC
1500 Park Avenue #100
Emeryville, California 94608-3518
Attn: Jason Hansford
Email: jason@hollidaydevelopment.com

With a copy to:

Loja Group
2099 Mt. Diablo Blvd., Suite 200
Walnut Creek, CA 94596
Attn: Scott Kyman
Email: skyman@lojagroup.com

And a copy to:

Kennerly, Lamishaw & Rossi LLP
707 Wilshire Boulevard, Suite 1400
Los Angeles, CA 90017
Attention: Robert Madok, Esq.

Telephone: (213) 426-2090
Facsimile: (213) 312-1266
Email: rmadok@klrfirm.com

Buyer: TOWN OF TRUCKEE
ATTN: Daniel Wilkins
10183 Truckee Airport, Road
Truckee, California 96161
Telephone: (530) 582-2902
Email: dwilkins@townoftruckee.com

Express delivery notices shall be deemed to be given upon receipt. Postal notices shall be deemed to be given three (3) days after deposit with the United States Postal Service, certified or registered, return receipt requested.

Section 10. Assignment. Buyer shall not transfer or assign this Agreement, or any interest therein, without the consent in writing of Seller, in Seller's sole, absolute, and subjective discretion and it is agreed that any such transfer or assignment, whether voluntary, by operation of law or otherwise, without such consent in writing, shall be absolutely void and shall, at the option of Seller, terminate this Agreement.

Section 11. Waiver of Breach. A waiver by either party of a breach by the other party of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

Section 12. Time of the Essence. Time is of the essence of this Agreement.

Section 13. Law Governing. This Agreement shall be governed in all respects by the laws of the State of California.

Section 14. Merger. The terms, provisions, covenants and conditions contained in this Agreement shall merge into the deed to be delivered by Seller to Buyer at Closing and shall not survive the Closing, except for the provisions of Section 7, 9 and 14.

Section 15. No Brokers. The negotiations relative to this Agreement and the transactions contemplated hereby have been carried on by the parties without the intervention of any person which would give rise to any valid claim against either of the parties for brokerage commissions or other like payment. Each party shall indemnify and hold harmless the other party against and from any and all claims for brokerage commission or other like payment arising out of the transaction contemplated by this Agreement and occasioned by the actions of such indemnifying party.

Section 16. Successors and Assigns. Subject to the provisions of Section 9, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns.

Section 17. Not An Offer. The submission of this Agreement to Buyer for review or signature does not constitute an offer to Buyer to enter into the transaction described in this Agreement or the granting of an option or other rights with respect to the Property to Buyer. No agreement with respect to the transaction described in this Agreement shall exist, and this writing shall have no binding force or effect, until executed and delivered by both Seller and Buyer.

Section 18. Severability. In the event that any of the provisions of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction under applicable law, the remaining portions hereof shall remain in full force and effect and such provision shall be enforced to the maximum extent possible so as to affect the intent of the parties and shall be reformed to the extent necessary to make such provision valid and enforceable.

Section 19. Drafting. The parties to this Agreement agree that this Agreement is the product of joint draftsmanship and negotiation, and that should any of the terms be determined by a court, or in any type of quasi-judicial or other proceeding, to be vague, ambiguous and/or unintelligible, that the same sentences, phrases, clauses or other wordage or language of any kind shall not be construed against the drafting party. As used in this Agreement, “including” or “such as” means “including without limitation” or “such as without limitation”.

Section 20. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a Party by electronic means) as against the Party signing such counterpart, and all of which together shall constitute one and the same instrument. An electronic or DocuSign signature to this Agreement shall have the same force and effect, for all purposes, as the original signature.

Section 21. Cooperation in Exchange. In the event that at Closing, Seller is under contract with a “qualified intermediary” for the purpose of effecting a tax-deferred exchange in accordance with Section 1031 of the Code and the applicable regulations promulgated thereunder, Buyer shall cooperate with such exchange to the extent Seller provides notice of the exchange in writing and requests such assistance (including any reverse exchange) and perform any acts reasonably necessary to assist in such exchange, provided that (i) Buyer shall not be required to accept title to any real property other than the Property, and (ii) Buyer shall not be required to incur any additional expense or liability, or extend the Closing, in connection with an exchange transaction, nor will the Seller be relieved of any obligations under this Agreement as a result of the exchange.

Section 22. Entire Agreement. It is understood and agreed that all understandings and agreements, whether written or oral, heretofore had between the parties are merged in this Agreement, which alone fully and completely expresses their agreement, that neither party is relying upon any statement or representation not embodied in this Agreement, made by the other, and that this Agreement may not be changed except by an instrument in writing signed by both parties.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate as of the Effective Date first herein written.

SELLER:

TRUCKEE DEVELOPMENT ASSOCIATES, LLC,
a Delaware limited liability company

By: _____

Printed Name: _____

Title: _____

BUYER:

TOWN OF TRUCKEE,
a California municipal corporation

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

Site Plan Depicting Overall Property

(Attached)

PENDING FINALIZATION

EXHIBIT B

Site Plan Depicting Approximate Anticipated Boundaries of Property and Parcels

(Attached)

PENDING FINALIZATION

EXHIBIT C

Form of Easement Agreement

(Attached)

PENDING FINALIZATION

EXHIBIT D

Form of Grant Deed

(Attached)

PENDING FINALIZATION

