

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is made effective as of November 12, 2024 (“**Effective Date**”), by and between CLARE PROPERTIES, LLC, a Delaware limited liability company (“**Seller**”), and the CITY OF CLAREMONT, a municipal organization organized under the laws of the State of California (“**Buyer**”) with reference to the following:

RECITALS

A. Seller is the owner of that certain unimproved real property located in the City of Claremont, County of Los Angeles, State of California, also known as Lot 2 of the proposed Parcel Map No. 84585, a copy of which is attached hereto as Exhibit “A”, and incorporated herein by reference, consisting of approximately six and seventy-two one-hundredth (6.72) acres of vacant land (the “**Property**”), located directly east of and adjacent to the Armstrong Garden Center property, located at 735 E. Foothill Blvd (the “**Armstrong Property**”), in the City of Claremont, County of Los Angeles, State of California.

B. Buyer desires to purchase the Property from Seller, and Seller desires to sell the Property to Buyer on the terms and conditions set forth in this Agreement.

C. As a condition to the purchase and sale of the Property, on or before the end of the “**Feasibility Period**”, as defined below, Buyer shall approve or cause the approval of the final parcel map submitted by Seller (the “**Final Parcel Map**”), which, among other things, subdivides the Property as a separate legal parcel from the adjacent Armstrong Property, and the approved Final Parcel Map prior to the close of escrow shall be recorded in the official records of the County of Los Angeles Recorder’s Office.

D. Seller and Buyer agree that time is of the essence in this transaction and therefore, opened escrow upon the execution of a Letter of Intent dated September 19, 2024 (the “**LOI**”) and commenced the Feasibility Period upon the opening of escrow, which LOI is to be replaced by this Agreement upon its execution.

NOW, THEREFORE, incorporating the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. PURCHASE PRICE. The purchase price for the Property is Forty Thousand Dollars (\$40,000.00) (the “**Purchase Price**”). The Purchase Price shall be payable as follows:

(a) Within three (3) business days after the execution of the LOI by Buyer and Seller, Buyer shall deposit with or cause to be deposited with the office of Chicago Title Insurance Company (“**Escrow Holder**”) located at 725 S. Figueroa Street, Suite 200, Los Angeles, CA 90017, Attention Dave Balassi, in immediately available federal funds, the sum of One Thousand

Dollars (\$1,000.00) (the “**Initial Deposit**”), which Initial Deposit (together with any accrued interest thereon) shall be applied toward payment of the Purchase Price upon the Close of Escrow. Said funds shall be deposited by Escrow Holder in an account with a federally insured state or national bank (“**Account**”) Subject to the terms of this Agreement, except as otherwise expressly set forth herein, the Initial Deposit shall be non-refundable, but shall be applied to the Purchase Price at Closing. A portion of the Initial Deposit in the amount of One Hundred Dollars (\$100.00) (the “**Independent Consideration**”) shall be deposited with Escrow Holder and be non-refundable to Buyer under any circumstances as independent consideration for the rights extended to Buyer under this Agreement.

(b) Not later than one (1) business day following the end of the Feasibility Period, Buyer shall deposit or cause to be deposited with Escrow Holder, in the form of a confirmed wire transfer of immediately available federal funds, the additional sum of Twenty Thousand Dollars (\$20,000.00), (the “**Second Deposit**”) (the Initial Deposit and the Second Deposit when made are hereinafter referred to as the “**Deposits**”). Upon the expiration of the Feasibility Period, the Second Deposit shall be non-refundable but shall be applied to the Purchase Price at Closing. Notwithstanding the forgoing, in the event that the Closing does not occur due to the breach of Seller, the Escrow Holder shall promptly return the Deposits to Buyer without further action or authorization by the parties.

(c) On the Closing Date (or such earlier date as may be required by Escrow Holder), Buyer shall deposit or cause to be deposited with Escrow Holder, in the form of a confirmed wire transfer of immediately available federal funds, the balance of the Purchase Price, plus or minus such amounts, if any, as may be required to pay or credit Buyer’s share of any prorations and closing and escrow costs as provided in Buyer’s closing statement prepared by Escrow Holder. Upon the Close of Escrow the Purchase Price, plus or less Seller’s share of any prorations and closing and escrow costs as provided in the Seller’s closing statement prepared by Escrow Holder, shall be released to Seller.

2. ESCROW AND CLOSING DATE. The parties hereto opened Escrow upon the delivery of the fully executed LOI to Escrow Holder and Buyer has deposited the First Deposit with the Escrow Holder. Within one (1) business day after the execution of this Agreement, the parties shall each deposit an executed counterpart of this Agreement with the Escrow Holder, and this Agreement shall serve as escrow instructions to the Escrow Holder. The date of the “**Opening of Escrow**” is **September 23, 2024**. Seller and Buyer agree to execute such reasonable additional and supplementary escrow instructions as may be appropriate to enable the Escrow Agent to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the provisions of this Agreement and any supplementary escrow instructions, the terms of this Agreement shall control. The consummation of the purchase and sale of the Property hereunder by recordation of a special warranty deed conveying the Property to Buyer (the “**Closing**” or “**Close of Escrow**”) shall occur on or before **December 9, 2024** (the “**Closing Date**”), unless a different date is agreed to by the parties in writing.

3. BUYER TO ACQUIRE “AS IS”. Subject to the obligations of Seller as set forth in this Agreement, the representations and warranties of Seller expressly set forth herein, and any representations and warranties and covenants made in any documents prepared by or at the

direction of and executed by Seller and delivered at Closing, including but not limited to the warranty of title set forth in the Grant Deed (as defined below), Buyer is acquiring the Property, and the Property is being sold to Buyer "As Is".

4. FEASIBILITY PERIOD.

(a) Seller shall permit Buyer and its authorized agents and representatives to enter upon the Property at all reasonable times during normal business hours to inspect and conduct reasonably necessary tests of the Property, including the right to conduct such environmental, soils or other tests as Buyer in good faith deems necessary. Such entry and inspection, which shall be subject to Buyer providing Seller with a Certificate of Insurance in an amount not less than \$2,000,000, naming Seller and Seller's property management company as additional named insured prior to entry, and may be conducted from the Opening of Escrow through the Closing Date; provided, however, that the period commencing on the September 23, 2024 and ending on **November 22, 2024** (sixty (60) days thereafter) shall constitute the "**Feasibility Period**" hereunder. Notwithstanding the foregoing, the City may self-insure the above insurance requirements. Buyer shall notify Seller of its intention, or the intention of its agents or representatives, to enter the Property at least 24 hours prior to such intended entry (which notice may be made by electronic mail, with confirmation of delivery), and obtain Seller's consent to any invasive tests, including, without limitation, soil drilling, core or water sampling on the Property to be conducted, which consent shall not be unreasonably withheld, conditioned or delayed. Buyer shall bear the cost of all of its inspections and tests. At Seller's option, Seller may be present for any inspection or test. Subject to the Final Parcel Map having been approved by the applicable division of Buyer on or prior to the expiration of the Feasibility Period, Buyer may, for any reason, or no reason, in Buyer's sole discretion, judgment and opinion, notify Seller in writing, that Buyer elects to either (a) approve of Buyer's inspections and investigations of the Property and the condition of title to the Property and elects to proceed with the transaction contemplated by this Agreement in accordance with the terms hereof (the "**Approval Notice**"), or (b) disapproves of Buyer's inspections and investigations of the Property and the condition of title to the Property (the "**Termination Notice**"). If Buyer delivers the Termination Notice, this Agreement shall immediately terminate, the Initial Deposit shall be promptly returned to Buyer (less the Independent Consideration) without further action or authorization by the parties, and the rights and obligations of the parties hereunder shall terminate, except for those rights and obligations which specifically survive the termination of this Agreement. If Buyer has not approved the Final Parcel Map by the end of the Feasibility Period, Buyer will be deemed to have disapproved of the Property and to have delivered the Termination Notice. If Buyer fails to deliver the Approval Notice to Seller on or prior to the end of the Feasibility Period, Buyer shall be deemed to have disapproved of the Property and the condition of Title and to have delivered the Termination Notice as of the last day of the Feasibility Period.

(b) If this Agreement is terminated pursuant to this Section, upon Seller's written request, Buyer shall provide Seller with a copy of all non-proprietary, non-privileged reports and assessments Buyer has obtained in connection with the Property (excluding any appraisals or valuations), at no cost to Seller; provided such reports and assessments shall be delivered to Seller on an "as is" basis with no representations or warranties by Buyer regarding their accuracy or completeness. In all cases, Buyer shall indemnify, defend and hold harmless

Seller and the Property from and against any and all claims, liabilities, costs, liens, actions or judgments (including without limitation reasonable attorneys' fees and costs) resulting from Buyer's or any of its employees, agents or independent contractors entrance on to or about the Property prior to the Closing Date; provided that Buyer shall not be liable to Seller for the discovery by Buyer of a pre-existing condition on the Property nor shall Buyer be liable for any liability resulting from Seller's, or Seller's employees, agents or independent contractors, gross negligence or willful misconduct. Buyer's obligations for indemnification, defense and hold harmless of Seller against property damage or lien claims arising out of this Section 4 shall survive the Closing or early termination of this Agreement for a period of six (6) months; all other obligations of Buyer arising out of this Section 4 shall survive the Closing or early termination of this Agreement in perpetuity.

(c) Within three (3) business days after the Effective Date, to the extent Seller has not already done so, Seller shall deliver or cause to be delivered, to Buyer complete copies of all surveys, studies, reports, environmental site assessments, prior site plans, maps, agreements, documents, plans, permits and entitlements in Seller's actual possession, pertinent to the Property and its improvement and development, except any documents, materials or information (i) which are subject to attorney/client, work product or similar privilege, and/or (ii) which are appraisals, valuations, tax returns, Seller's internal work product or internal correspondence (collectively, the "**Due Diligence Items**").

5. SELLER'S RIGHT TO TERMINATE THE TRANSACTION. Seller will have the right to terminate this Agreement by delivery of written notice to Buyer upon the occurrence of either of the following:

(a) On or prior to the end of the Feasibility Period, the Final Parcel Map is not approved by the applicable division of Buyer and recorded in the official records of the Los Angeles County Recorder (the "**Official Records**"); or

(b) The majority owner of Seller, Barbara Anne Weinberg ("**Weinberg**") becomes deceased or legally incapacitated; provided, however, Buyer may elect to continue to the Closing by written notice ("**Buyer's Notice to Continue**") delivered to Seller within ten (10) business days after Seller notifies Buyer of the death or legal incapacity of Weinberg; provided, further that Buyer may not deliver the Notice to Continue unless on or prior to the expiration of such ten (10) business day period, the Final Parcel Map has been approved and signed by the applicable division of Buyer.

6. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller hereby represents and warrants to Buyer, knowing that Buyer is relying on such representations and warranties, that as of the Effective Date and as of Closing:

(a) Authority. The execution and delivery of this Agreement by Seller and the consummation by Seller of the transaction contemplated by this Agreement are within Seller's capacity and all requisite action has been taken to make this Agreement valid and binding on Seller in accordance with its terms. The individual signing this Agreement on behalf of Seller is fully authorized and empowered to sign this Agreement on Seller's behalf and, upon execution thereof, said Agreement shall be fully binding upon Seller.

(b) Non-Contravention. The execution and delivery of this Agreement by Seller and the consummation by Seller of the transactions contemplated hereby will not violate any judgment, order, injunction, decree, regulation or ruling of any court or governmental entity by which Seller or to Seller's knowledge, the Property, is bound.

(c) No Bankruptcy. Seller has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by Seller's creditors, (iii) suffered the appointment of a receiver to take possession of all or substantially all of Seller's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Seller's assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

(d) Suits and Proceedings. Seller has not been served with any legal actions, suits or similar proceedings, and to Seller's actual knowledge, there are no legal actions, suits, proceedings or investigations pending or threatened in writing against Seller, the Property, or any affiliate of Seller in respect of the Property.

(e) Non-Foreign Entity. Seller is not a "foreign person" or "foreign corporation" as those terms are defined in the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

(f) OFAC. Neither: (i) Seller, any affiliate of Seller nor any person or entity controlled by Seller; nor (ii) to the actual knowledge of Seller any person or entity who owns a controlling interest in or otherwise controls Seller; nor (iii) to Seller's knowledge, if Seller is a privately held entity, any person or entity otherwise having a direct or indirect beneficial interest (other than with respect to an interest in a publicly traded entity) in Seller; nor (iv) any person or entity for whom Seller is acting as agent or nominee in connection with this investment, is a country, territory, person, organization, or entity named on an OFAC List, nor is a prohibited country, territory, person, organization, or entity under any economic sanctions program administered or maintained by OFAC.

(g) Due Diligence Items. To Seller's actual knowledge, the Due Diligence Items delivered constitute all documents, materials, reports, and information related to the Property in the possession or control of Seller and are in all material respects accurate and complete, unless Seller has notified Buyer otherwise in writing.

(h) Duty to Disclose. Seller shall disclose to Buyer in writing any conditions or events that arise or occur subsequent to the Effective Date of this Agreement, including at all times up to Closing, that become known to Seller and which contradict or modify any representation of Seller set forth herein, and which would prevent Buyer's intended use of the Property (unless the intended use is prevented as a result of Buyer's negligent acts or omissions, misconduct or lack of competence), in which case, Buyer, at its sole discretion, may, in addition to any other rights and remedies it may have under this Agreement, terminate this Agreement, in which case the Deposits shall be immediately returned to Buyer by Escrow Agent or by Seller, as the case may be, without further action or authorization by the parties.

(i) Title. No party has the right or option to acquire all or any portion of the Property, other than Buyer pursuant to the terms of this Agreement.

(j) Parties in Possession. There are no leases or licenses affecting the Property, and there are no parties in possession or other person entitled to occupy the Property other than Seller.

(k) Contracts. There are no service, maintenance or other such contracts affecting the Property that will be binding on Buyer or the Property following the Closing.

(l) Survival. Seller's representations and warranties shall survive Closing and shall not be merged therein for a period of one (1) year.

7. REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer hereby represents and warrants to Seller, knowing that Seller is relying on such representations and warranties, that as of the Effective Date and as of Closing:

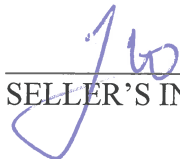
(a) Authority. The execution and delivery of this Agreement by Buyer and the consummation by Buyer of the transaction contemplated by this Agreement are within Buyer's capacity and all requisite action has been taken to make this Agreement valid and binding on Buyer in accordance with its terms. The individual signing this Agreement on behalf of Buyer is fully authorized and empowered to sign this Agreement on Buyer's behalf and, upon execution thereof, said Agreement shall be fully binding upon Buyer.

(b) Non-Contravention. The execution and delivery of this Agreement by Buyer and the consummation by Buyer of the transactions contemplated hereby will not violate any judgment, order, injunction, decree, regulation or ruling of any court or governmental entity by which Buyer is bound.

8. AS IS PURCHASE. (a) Buyer acknowledges that it is purchasing the Property in reliance on (i) Seller's representations and warranties only to the extent expressly set forth herein, (ii) Buyer's inspection of the Property, and (iii) Buyer's independent verification of the truth of any documents delivered by Seller to Buyer. Buyer acknowledges and agrees that Seller makes no implied warranties or representations with respect to the Property.

EXCEPT AS OTHERWISE PROVIDED HEREIN AND ANY REPRESENTATIONS, WARRANTIES AND COVENANTS MADE IN ANY DOCUMENT PREPARED BY OR AT THE DIRECTION OF AND EXECUTED BY SELLER AND DELIVERED AT CLOSING, SUCH SALE SHALL BE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, WARRANTY OF INCOME POTENTIAL, OPERATING EXPENSES, USES, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONDITION, BUT SPECIFICALLY EXCLUDING THE LIMITED WARRANTY OF TITLE TO BE GIVEN IN THE SPECIAL WARRANTY DEED DELIVERED BY SELLER TO BUYER AND THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED HEREIN, AND SELLER DOES HEREBY DISCLAIM AND RENOUNCE ANY SUCH REPRESENTATION OR WARRANTY. BUYER SPECIFICALLY ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY PROVIDED HEREIN AND ANY REPRESENTATIONS, WARRANTIES AND COVENANTS MADE IN ANY DOCUMENT PREPARED BY OR AT THE DIRECTION OF

AND EXECUTED BY SELLER AND DELIVERED AT CLOSING, BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM SELLER OR ANY REPRESENTATIVE OR AGENT OF SELLER AS TO ANY MATTER CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION: (1) THE CONDITION OR SAFETY OF THE PROPERTY; (2) THE CONDITION OF THE PROPERTY'S SOILS AND GEOLOGY INCLUDING THE EXISTENCE OR NONEXISTENCE OF HAZARDOUS MATERIALS AND COMPLIANCE WITH HAZARDOUS WASTE LAWS; AND (3) WHETHER THE PROPERTY COMPLIES WITH ANY DISABILITY OR HANDICAP ACTS, LAWS, RULES, REGULATIONS OR GUIDELINES. EXCEPT AS OTHERWISE PROVIDED HEREIN AND ANY REPRESENTATIONS, WARRANTIES AND COVENANTS MADE IN ANY DOCUMENT PREPARED BY OR AT THE DIRECTION OF AND EXECUTED BY SELLER AND DELIVERED AT CLOSING, BUYER IS RELYING SOLELY UPON ITS OWN INSPECTION OF THE PROPERTY AND NOT UPON ANY REPRESENTATIONS MADE TO IT BY ANY PERSON WHOMSOEVER. ANY REPORTS, REPAIRS OR WORK REQUIRED BY BUYER ARE TO BE THE SOLE RESPONSIBILITY OF BUYER AND BUYER AGREES THAT THERE IS NO OBLIGATION ON THE PART OF SELLER TO MAKE ANY CHANGES, ALTERATIONS, OR REPAIR TO THE PROPERTY. FOR PURPOSES OF THIS AGREEMENT, THE TERM "HAZARDOUS MATERIALS" SHALL MEAN ANY SUBSTANCE, CHEMICAL, SOLID, POLLUTANT, WASTE, OR MATERIAL THAT IS OR BECOMES REGULATED BY ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL AUTHORITY BECAUSE OF ITS TOXICITY, INFECTIOUSNESS, RADIOACTIVITY, EXPLOSIVENESS, IGNITABILITY, CORROSIVENESS OR REACTIVITY INCLUDING, WITHOUT LIMITATION, THOSE SUBSTANCES REGULATED BY ANY HAZARDOUS WASTE LAWS. FOR PURPOSES OF THIS AGREEMENT, "HAZARDOUS WASTE LAWS" MEANS ANY LOCAL, FEDERAL OR STATE STATUTE, ORDINANCE, CODE, LAW, RULE OR REGULATION OR ORDER RELATING TO ENVIRONMENTAL CONTAMINATION, PETROLEUM PRODUCTS, ASBESTOS AND POLLUTANTS.


SELLER'S INITIALS

BUYER'S INITIALS

(b) Release. Except upon a breach of any representation or warranty set forth in the Agreement or in documents to be delivered at Closing, Buyer releases Seller, its agents, employees, officers, shareholders, attorneys, partners, and any other related party (hereinafter collectively referred to as "**Seller Related Parties**") from, and waives all claims and liability against Seller Related Parties for, any structural, physical or environmental condition at the Property, or the existence and remediation of any violation of any handicap or disability law, ordinance, statute, rule, regulation or guideline. As between Buyer and Seller, after Close of Escrow, Buyer takes responsibility and liability for all obligations attributable to any physical or environmental condition of the Property except upon a breach of any representation or warranty set forth in the Agreement or in documents to be delivered at Closing. The foregoing releases shall be construed as releases of all claims relating to the subject matters described in this paragraph, whether known or unknown, suspected or unsuspected, past, present, or future, accrued or contingent, except upon a breach of any representation or warranty set forth in the Agreement or

in documents to be delivered at Closing. This Section 8(b) shall survive the Closing Date and any other termination notwithstanding any other survival limit set forth in this Agreement.

NOTWITHSTANDING THE FOREGOING OR ANYTHING TO THE CONTRARY PROVIDED IN THIS AGREEMENT, BUYER IS NOT RELEASING SELLER FROM ANY CLAIMS, LOSSES, LIABILITIES OR DAMAGES RESULTING FROM (I) SELLER'S OWN GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT, FRAUD OR INTENTIONAL MISREPRESENTATION, (II) ANY BREACH BY SELLER OF ANY COVENANT IN THIS AGREEMENT, OR (III) ANY BREACH OF ANY EXPRESS REPRESENTATION OR WARRANTY OF SELLER PROVIDED IN THIS AGREEMENT.

9. PRE-CLOSING COVENANTS OF SELLER.

(a) Condition of the Property at Closing. On or before two (2) days prior to the Closing Date, Seller shall remove any equipment or other personal property from the Property that is not included in the sale of the Property.

(b) Maintenance of the Property until Closing. From and after the Effective Date until the Closing Date, Seller shall (i) maintain the Property in its current condition, (ii) keep all existing insurance policies, if any, affecting the Property in full force and effect, (iii) comply with all governmental regulations applicable to or affecting the Property, (iv) not extend, renew, modify or replace any service contracts beyond the Closing Date that cannot be terminated effective on the Closing Date, without the prior written consent of Buyer; (v) not make any alterations to the Property.

(c) Payment of Costs for the Final Parcel Map. Seller shall be solely responsible for and shall pay all costs in connection with the preparation, approval and recording of the Final Parcel Map.

(d) Notice to Buyer. Seller shall promptly notify Buyer of any change in any condition with respect to the Property or of any event or circumstance which makes any representation or warranty of Seller under this Agreement untrue or misleading, or any covenant of Buyer under this Agreement incapable of being performed.

(e) Delivery of the Property on the Closing Date. On the Closing Date, Seller will deliver possession of the Property vacant and free of all tenants and other occupants.

10. TITLE COMPANY. The parties agree that Chicago Title Company (“**Title Company**”) shall provide any required Title Policy and preliminary report of commitment and that First American Title Company, 725 S. Figueroa Street, Suite 200, Los Angeles, California 90017 shall close the transaction.

11. TITLE INSURANCE. Seller shall pay for a standard Owner's or Purchaser's policy of title insurance, and Buyer shall pay the additional cost for an extended coverage Title Policy, if Buyer requests such coverage. Title Company will provide all parties to this Agreement

with a preliminary title report (“**Title Report**”) not more than three (3) business days following mutual execution of this Agreement. Buyer shall have fifteen (15) business days after receipt of the Title Report and legible copies of all underlying documents referenced therein to submit its written objections to the Title Report by delivering said written objections (“**Title Objection Notice**”) to Seller and to Escrow Holder. Any monetary liens shall be deemed objected to by Buyer and Seller shall remove such liens prior to or at Close of Escrow. In the event Buyer delivers a Title Objection Notice, Seller shall have five (5) business days after Seller’s receipt of a copy of Buyer’s Title Objection Notice to notify Buyer of Seller’s election to cure Buyer’s objections. If Seller does not elect to cure Buyer’s title objections, Buyer may elect, as its sole remedy, within five (5) business days after receipt of Seller’s notice (or the date Seller’s notice was due if no notice is sent) to either (i) terminate this Agreement, (ii) cure Buyer’s title objections at Buyer’s expense, or (iii) proceed to Closing, taking title at Closing subject to such items regarding title as were the source of Buyer’s Title Objection Notice and such objections shall be, together with other matters excepted from coverage in the Title Report, deemed “**Permitted Exceptions**”. If Buyer does not so object, Buyer shall be deemed to have accepted the condition of title of the Property as set forth in the Title Report. Additionally, in the event any update to the Title Report discloses additional title matters, Buyer shall have the same opportunity to object to such new title matters as set forth above, provided that in such event the deadline to deliver the Title Objection Notice shall be five (5) business days, and the deadlines for Seller’s response and Buyer’s election shall be as set forth above. In the event Buyer elects to terminate this Agreement due to unsatisfactory title conditions, Buyer shall be entitled to a prompt refund of the Deposit without further action or authorization by the parties, and the parties shall have no further obligations under this Agreement except for such obligations which specifically survive the termination of this Agreement. The Title Policy shall be delivered to Buyer by the Title Company as soon as possible after Closing.

12. POSSESSION/PRORATION/ESCROW EXPENSES. Buyer shall be entitled to possession of the Property on the day of Closing. Real property taxes and assessments and any standby water charges, and any utilities applicable to the Property shall be prorated as of 12:01am on the day of Closing. If, at Closing, the property taxes and assessments have not been separately assessed to the Property and the Armstrong Property, then such taxes for the period from and after Closing shall be paid by Seller until such time as the Property and the Armstrong Property are separately assessed, and such proration shall be adjusted between Seller and Buyer after Closing upon presentation of written evidence of the actual taxes due and payable with respect to the Property. Buyer and Seller shall cooperate in good faith to cause the Property and the Armstrong Property to be separately assessed for property tax purposes following the recordation of the Final Map, which obligation shall survive Closing. Seller shall pay (i) the Escrow Agent’s fees, (ii) the premium for the ALTA standard coverage portion of the Title Policy, (iii) all recording fees in connection with recording the Grant Deed and any reconveyance of monetary encumbrances including, but not limited to deeds of trust, required hereby, (iv) all City and County documentary transfer taxes in connection with the transfer of the Property to Buyer pursuant to this Agreement, (v) any endorsements required to cure any matters which Seller has agreed or is required to cure hereunder, and (vi) any additional costs and charges customarily charged to sellers in accordance with common escrow practices in the county in which the Property is located, other than those costs and charges specifically required to be paid by Buyer hereunder. Buyer shall pay (x) the additional premium for the ALTA extended coverage portion of the Title Policy, if desired, (y) the cost of all endorsements to the Title Policy requested by Buyer, except such endorsements required

under subclause (v) above, and (z) any additional costs and charges customarily charged to buyers in accordance with common escrow practices in the county in which the Property is located, other than those costs and charges specifically required to be paid by Seller hereunder. The provisions of this Section 12 shall survive Close of Escrow.

13. DEFAULT BY BUYER; LIQUIDATED DAMAGES; SELLER'S REMEDIES. IN THE EVENT THAT BUYER DELIVERS THE APPROVAL NOTICE PRIOR TO THE END OF THE FEASIBILITY PERIOD AND THE CLOSING AND THE CONSUMMATION OF THE TRANSACTION HEREIN CONTEMPLATED DO NOT OCCUR AS PROVIDED IN THIS AGREEMENT BY REASON OF A BREACH OF THIS AGREEMENT BY BUYER WHICH IS NOT CURED WITHIN FIVE (5) DAYS AFTER RECEIPT OF WRITTEN NOTICE THEREOF, BUYER AND SELLER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH SELLER MAY SUFFER AS A RESULT THEREOF. THEREFORE, BUYER AND SELLER AGREE THAT A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER IN THE EVENT THAT BUYER BREACHES THIS AGREEMENT AND FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY IS AND SHALL BE, AS SELLER'S SOLE AND EXCLUSIVE REMEDY (WHETHER AT LAW OR IN EQUITY), AND AS THE FULL, AGREED AND LIQUIDATED DAMAGES FOR SUCH BREACH, AN AMOUNT EQUAL TO THE DEPOSITS PREVIOUSLY DEPOSITED. UPON ANY SUCH BREACH BY BUYER, UNLESS OTHERWISE SPECIFIED, THIS AGREEMENT SHALL BE TERMINATED AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER, EACH TO THE OTHER, EXCEPT FOR THE RIGHT OF SELLER TO COLLECT SUCH LIQUIDATED DAMAGES FROM ESCROW HOLDER AND EXCEPT AS TO ANY OBLIGATIONS WHICH SPECIFICALLY SURVIVE THE CLOSING OR EARLIER TERMINATION OF THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THE PAYMENT OF SUCH LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE MEANING OF CALIFORNIA CIVIL CODE SECTIONS 3275 OR 3369, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO CALIFORNIA CIVIL CODE SECTIONS 1671, 1676 AND 1677. SELLER WAIVES ALL OTHER CLAIMS FOR DAMAGES OR RELIEF AT LAW OR IN EQUITY INCLUDING ANY RIGHT TO PURSUE AN ACTION FOR SPECIFIC PERFORMANCE UNDER THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTIONS 1680 OR 3389 OR OTHERWISE AND ANY RIGHT TO PURSUE ANY CLAIM AGAINST BUYER FOR DAMAGES SELLER MAY INCUR AS A RESULT OF A BUYER BREACH.


SELLER'S INITIALS

BUYER'S INITIALS

In the event of a default by Buyer which is not cured within five (5) days after receipt of written notice thereof, Seller shall make written demand upon Escrow Holder for the Deposits, and Escrow Holder shall release the Deposits to Seller and Buyer shall be liable to pay any escrow fees due for the termination of this Agreement.

14. DEFAULT BY SELLER; BUYER REMEDIES. In the event Seller breaches this Agreement, and such breach is not cured within five (5) days after receipt of written notice thereof,, Buyer has the option to either: (1) terminate this Agreement by giving written notice thereof to Seller, whereupon the Deposits (together with the accrued interest) shall be promptly refunded to Buyer without further action or authorization by the parties, or (2) seek judgment against Seller for specific performance by Seller of its obligations under this Agreement. If specific performance is unavailable, Buyer shall be entitled to seek monetary damages for its actual out of pocket expenses in connection with the negotiation of this Agreement and the purchase of the Property, including, without limitation, attorneys' fees in connection with the preparation and negotiation of this Agreement and due diligence costs and expenses relating to the evaluation of the Property, in an amount not to exceed Twenty Five Thousand Dollars (\$25,000.00). In no event shall Buyer be entitled to consequential or punitive damages.

15. DEPOSIT DISPUTE / INTERPLEADER. Notwithstanding any termination of this Agreement prior to the Closing, Buyer and Seller agree that in the event of any controversy or dispute regarding any of the Deposits held by Escrow Holder, unless mutual written instructions are received by Escrow Holder, Escrow Holder shall not be required to take any action but may await any proceeding, or at Escrow Holder's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover court costs and reasonable attorney's fees from the non-prevailing party as determined by a court of competent jurisdiction.

16. TITLE CONVEYANCE. Title of Seller is to be conveyed by a special warranty deed ("**Grant Deed**") substantially in the form attached hereto as Exhibit "B". Seller shall pay for the cost of recordation of the Grant Deed in the Official Records.

17. CONDITIONS TO CLOSING.

(a) Conditions Precedent to Buyer's Obligations. The Closing and Buyer's obligations with respect to the transactions contemplated by this Agreement are subject to the satisfaction, not later than the Closing (unless otherwise provided), of the following conditions:

(i) Inspections and Studies. Buyer shall have approved, in Buyer's sole and absolute discretion, pursuant to Section 4 above, the Property.

(ii) Representations, Warranties and Covenants of Seller. Seller shall have duly performed each and every covenant to be performed by Seller under this Agreement performance of which is required in this Agreement to occur prior to the Closing and Seller's representations and warranties set forth in this Agreement shall be true and correct as of the Closing in all material respects.

(iii) Title Insurance. As of the Closing, the Title Company shall have issued or shall have committed to issue to Buyer, upon payment of the quoted premium, an ALTA Owner's Standard Policy of Title Insurance (or an Extended Policy, if requested by Buyer; provided all costs and requirements to issue an Extended Policy are satisfied and paid by Buyer

other than a customary owner's affidavit executed by Seller in a form reasonably acceptable to Seller and evidence of Seller's due authority as may be reasonably requested by Title Company) with any title endorsements reasonably requested by Buyer showing fee title to the Property vested in Buyer, subject only to the Permitted Exceptions (the "**Title Policy**").

(iv) No Material Changes. At the Closing, there shall have been no material adverse changes in the physical condition of the Property.

(v) Final Parcel Map. The applicable agency of Buyer shall have approved, and Seller shall have recorded the Final Parcel Map, which creates a legal parcel for the Property separate from the Armstrong Property. The creation of a separate legal parcel for the Property cannot be waived.

The conditions set forth in this Paragraph 17(a) are solely for the benefit of Buyer and may be waived only by Buyer, except for Paragraph 17(a)(v) which cannot be waived. Buyer shall at all times have the right to waive any condition, except for Paragraph 17(a)(v). Such waiver or waivers shall be in writing to Seller. The waiver by Buyer of any condition shall not relieve Seller of any liability or obligation with respect to any representation, warranty, covenant or agreement of Seller contained in this Agreement and not specifically waived by Buyer. Neither Seller nor Buyer shall act or fail to act (if required by this Agreement) for the purpose of permitting or causing any condition to fail (except to the extent Buyer, in its own discretion, exercises its right to disapprove any items or matters pursuant to Paragraph 17(a)(i)).

(b) Conditions Precedent to Seller's Obligations. The Closing and Seller's obligations with respect to the transactions contemplated by this Agreement are subject to satisfaction, not later than the Closing (unless otherwise provided), of the following conditions:

(i) Representations, Warranties and Covenants of Buyer. Buyer shall have performed each and every covenant to be performed by Buyer under this Agreement and Buyer's representations and warranties set forth in this Agreement shall be true and correct as of the Closing in all material respects.

(ii) Final Parcel Map. The applicable agency of Buyer shall have approved, and Seller shall have recorded the Final Parcel Map, which creates a legal parcel for the Property separate from the Armstrong Property. The creation of a separate legal parcel for the Property cannot be waived.

The conditions set forth in this Paragraph 17(b) are solely for the benefit of Seller and may be waived only by Seller, except for Paragraph 17(b)(ii) which cannot be waived. Seller shall at all times have the right to waive any condition, except Paragraph 17(b)(ii). Such waiver or waivers shall be in writing to Buyer. The waiver by Seller of any condition shall not relieve Buyer of any liability or obligation with respect to any representation, warranty, covenant or agreement of Buyer contained in this Agreement and not specifically waived by Seller. Neither Seller nor Buyer shall act or fail to act (where such action is required by this Agreement) for the purpose of permitting or causing any condition to fail (except to the extent Seller, in its own discretion, exercises its right to disapprove any items or matters pursuant to Paragraph 17(b)(i)).

(c) Failure of Condition to Closing. In the event any of the conditions set forth in Paragraph 17(a) or Paragraph 17(b) are not timely satisfied or waived, for a reason other than the default of Buyer or Seller under this Agreement, this Agreement, the Escrow and the rights and obligations of Buyer and Seller shall terminate, except as to obligations that specifically survive the termination of this Agreement.

18. CONDEMNATION.

(a) In the event that at any time between the making of this Agreement and Closing, all or any portion of the Property is condemned by any legally constituted authority for any public use or purpose, then Buyer may elect to either: (a) terminate this Agreement upon the earlier of (i) thirty (30) days after receipt of the notice of condemnation, or (ii) the Closing Date, in which event the Deposits paid by Buyer will be immediately refunded by Escrow Agent to Buyer without further action or authorization by the parties, and neither Buyer nor Seller will have any further liabilities, obligations or rights except as otherwise set forth in this Agreement, or (b) have the terms of this Agreement remain in full force and effect and binding on the parties to this Agreement, and proceed to Closing with no reduction in the Purchase Price except as set forth below. In the event of a condemnation in which Buyer or Seller does not elect to terminate this Agreement pursuant to the foregoing terms, then (i) the term "Property" as used in this Agreement will thereafter refer to the Property less and except any portion thereof taken by such condemnation, and (ii) any award or proceeds from such condemnation shall be credited to Buyer on the Closing Date.

(b) Except as provided in any indemnity provisions of this Agreement, Seller will bear all risk of loss with respect to the Property up to the earlier of the dates upon which either possession or title is transferred to Buyer in accordance with this Agreement.

19. ENTIRE AGREEMENT. This Agreement, including any Addendums or Exhibits, constitutes the entire Agreement between the parties and no warranties, including any warranty of habitability, agreements or representations have been made or shall be binding upon either party unless herein set forth. The terms of this Agreement supersede all prior and contemporaneous oral or written agreements and understandings of Buyer and Seller, all of which will be deemed to be merged into this Agreement. If there is any specific and direct conflict between, or any ambiguity resulting from, the terms and provisions of this Agreement and the terms and provisions of any document, instrument, letter, or other agreement executed in connection with or in furtherance of this Agreement, the term, provision, document, instrument, letter, or other agreement will be consistently interpreted in such manner as to give effect to the general purposes and intention as expressed in this Agreement.

20. TIME IS OF THE ESSENCE IN THIS AGREEMENT. Time is of the essence of this Agreement and of the obligations of the parties to purchase and sell the Property it being acknowledged and agreed by and between the parties that any delay in effecting a Closing pursuant to this Agreement may result in loss or damage to the party in full compliance with its obligations hereunder. The time for the performance of any obligation or the taking of any action under this Agreement will be deemed to expire at 5:00 p.m. (Los Angeles time) on the last day of the

applicable time period established in this Agreement. In calculating any time period in this Agreement which commences upon the receipt of any notice, request, demand, or document, or upon the happening of an event (e.g., the Opening of Escrow), the date upon which the notice, request, demand, or document is deemed received, as determined above, or the date an event occurs (or is deemed to have occurred) is not included with the applicable time period, but the applicable time period will commence on the day immediately following. If the time for the performance of any obligation or taking any action under this Agreement expires on a Saturday, Sunday, or federal legal holiday, the time for performance or taking such action will be extended to the next succeeding day which is not a Saturday, Sunday, or legal holiday and during which Escrow Agent is open for business

21. LEGAL FEES; LAWS; JURISDICTION. In the event of litigation, arbitration or other administrative proceeding between the parties with respect to this Agreement or the transactions contemplated hereby, the prevailing party therein shall be entitled to recover from the losing party therein its reasonable attorney's fees and costs of suit. This agreement and any modifications thereto shall be governed under the substantive laws of the State of California. Any lawsuit or other proceeding regarding this Agreement or the transaction contemplated hereby shall be brought in state courts located in Los Angeles County, California.

22. NOTICE. Any notice, request, demand, instruction or other communication to be given to either party hereunder, except those required to be delivered at Closing, shall be in writing, and shall be deemed to be delivered (a) upon receipt, if delivered by or electronic delivery (with proof of delivery) or if hand delivered, (b) on the first business day after having been delivered to a national overnight air courier service, or (c) three (3) business days after deposit in registered or certified mail, return receipt requested, addressed as follows:

To Seller: Clare Properties, LLC
10940 Wilshire Blvd, Suite 1960
Los Angeles, CA 90024
Attn: Ben Swenson
Email: bswenson@amcco.com
Telephone: (818) 919-4378

With a copy to: Law Offices of Dominika W. Kriozere
3415 S. Sepulveda Blvd., Suite 1100
Los Angeles, CA 90034
Main: 310-773-2525
Mobile: 818-625-2934
Email: dominika@dwklegal.com

To Buyer: City of Claremont
207 Harvard Ave.
Claremont, CA 91711
Attn: City Manager

Phone: (909) 399-5441
Email: APirrie@ci.claremont.ca.us

with a copy to:

Rutan & Tucker, LLP
18575 Jamboree Road, Suite 900
Irvine, CA 92612
Attn: Alisha Patterson
Email: apatterson@rutan.com

23. BROKERS. Buyer and Seller each hereby represents and warrants to the other that it did not employ or use any broker or finder to arrange or bring about this transaction except for Porterfield Brokerage, Inc. and Nicholas C. Quackenbos, acting on behalf of Seller (“**Seller’s Broker**”). Seller shall be solely responsible for paying any commission to Seller’s Broker pursuant to a separate agreement between Seller and Seller’s Broker. Buyer represents and warrants that it is not represented by a broker in this transaction. If any person brings a claim for a commission or finder’s fee based upon any contact, dealings, or communication with Buyer or Seller, excluding Seller’s Broker, in connection with the transactions contemplated by this Agreement, then Buyer or Seller, as applicable, shall defend the other party from such claim, and shall indemnify and hold the other party harmless from any and all costs, damages, claims, liabilities, or expenses (including, without limitation, reasonable attorneys’ fees and disbursements) incurred with respect to the claim. The provisions of this Section shall survive the Closing or, if the purchase and sale is not consummated, any termination of this Agreement.

24. MODIFICATION. This Agreement may be altered, amended or modified only by an instrument in writing executed and acknowledged by the parties hereto.

25. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile or email or other electronic signatures, such as DocuSign, shall be deemed as legally enforceable as the original.

26. CONSTRUCTION. Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural, and the masculine shall include the feminine and vice versa. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. Both parties have had the opportunity to consult with legal counsel regarding this Agreement and have either so consulted or elected not to consult with counsel, at their option. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. The terms and provisions of this Agreement represent the results of negotiations between Seller and Buyer, neither of which have acted under any duress or compulsion, whether legal, economic, or otherwise. Consequently, the terms and provisions of this Agreement should be interpreted and construed in accordance with their usual and customary meanings, and Seller and Buyer each waive the application of any rule of law which states that ambiguous or conflicting terms or provisions are to be interpreted or construed against the party whose attorney prepared the Agreement or any earlier draft of the Agreement.

27. ASSIGNMENT. Buyer and Seller shall not have the right to assign this Agreement without the prior written consent of the other party.

28. STATUS OF PARTIES. The Parties shall perform their services as provided in this Agreement in their own way as independent contractors, and in pursuit of each Party's independent calling, and not as an employee, partner or joint venture of the other party.

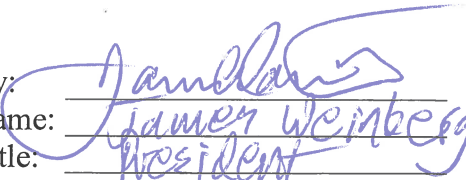
[no further text on this page; signatures on following page]

IN WITNESS WHEREOF, the parties have entered into this Purchase and Sale Agreement as of the date first above written.

SELLER:

CLARE PROPERTIES, LLC,
a Delaware limited liability company

By: GG243 LLC,
a Delaware limited liability company
Its: Manager

By: 
Name: James Weinberg
Title: Resident

BUYER:

CITY OF CLAREMONT,
a municipal organization organized under the laws of the
State of California

By: _____
Name: Silvano "Sal" Medina
Title: Mayor

*Signed with authorization of the City Council for the City of
Claremont, granted November 12, 2024*

EXHIBIT "A"

PROPOSED PARCEL MAP

[To Be Attached]

2 PARCELS
7,914 ACRES

PARCEL MAP NO. 84585

SHEET 1 OF 2 SHEETS

IN THE CITY OF CLAREMONT, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
BEING A SUBDIVISION OF PARCEL 2 OF PARCEL MAP NO. 27023-1 AS PER MAP FILED IN BOOK 317, PAGES 98
AND 99 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ANDREASEN ENGINEERING, INC.

OWNERS STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LANDS INCLUDED WITHIN THE SUBMISSION SHOWN ON THIS MAP WITHIN THE DISTINGUISHING BORDER LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBMISSION.

WE HEREBY SET FORTH AN EASEMENT FOR INGRESS, EGRESS, PUBLIC UTILITIES, AND EMERGENCY VEHICLE PURPOSES AND ALL USES AND APPURTENANCES INCIDENT THERETO OVER PARCEL 2 FOR THE BENEFIT OF PARCEL 1.

CLARE PROPERTIES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
BY: G2243, LLC, A DELAWARE LIMITED LIABILITY COMPANY,
ITS GENERAL PARTNER

JAMES ALAN MENBERG
PRESIDENT

DATE

NOTARY ACKNOWLEDGMENT:

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

COUNTY OF

ON _____ BEFORE ME, _____

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 RESPECT/IN THEIR AUTHORIZED CAPACITIES, AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), ON 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

SIGNATURE: _____

NAME: _____

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY

MY COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

SIGNATURE OMISSIONS

THE SIGNATURE(S) OF THE PARTY(IES) NAMED HEREIN (WHETHER AS OWNER(S) OF THE INTEREST SET FORTH, MAY BE OMITTED UNDER PROVISION OF SECTION 11607.1 OF THE SUBDIVISION MAP ACT, AS THEIR INTEREST IS SUCH THAT IT CANNOT OPEN INTO A FEED AND SAID SIGNATURE(S) IS/ARE NOT REQUIRED BY THE LOCAL AGENCY.

CITY OF CLAREMONT, HOLDER OF AN EASEMENT FOR AVIATION RIGHTS RECORDED JUNE 19, 1997 AS INSTRUMENT NO. 97-07067 OF OFFICIAL RECORDS.

NOTE: SAID EASEMENT IS INDETERMINATE IN NATURE.

CITY OF CLAREMONT, HOLDER OF AN EASEMENT FOR SIDEWALK AND LANDSCAPING AS DEDICATED ON THE MAP OF PARCEL MAP NO. 23719 IN BOOK 277, PAGES 28 AND 29 OF PARCEL MAPS.

CABLE REPORT, HOLDER OF AN EASEMENT FOR A NON-BUILDABLE STRIP OF LAND AS NOTED ON THE MAP OF PARCEL MAP NO. 23719 IN BOOK 277, PAGES 28 AND 29 OF PARCEL MAPS.

ATLANTIC RICHFIELD, A DELAWARE CORPORATION, HOLDER OF AN EASEMENT FOR INGRESS AND EGRESS RECORDED JULY 7, 1997 AS INSTRUMENT NO. 97-1006306, OF OFFICIAL RECORDS.

ENGINEER'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF CLARE PROPERTIES, LLC ON OCTOBER 8, 2024. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONTINUALLY APPROVED TENTATIVE MAP, IF ANY; THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

STEPHEN KENTURA R.C.E. 32437

EXPIRATION: DECEMBER 31, 2024

DATE



CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND HAS APPROVED THE SAME. I HEREBY CERTIFY THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND OF ANY LOCAL SUBDIVISION ORDINANCES OF THE CITY OF CLAREMONT APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

MARIA B. TIPPING R.C.E. 87116

CITY ENGINEER

DATE



CITY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

DAVID C. OULIBESON, L.S. NO. 8641

ACTING CITY SURVEYOR

DATE



CITY CLERK CERTIFICATE:

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF CLAREMONT, ON _____ 2024
APPROVED THIS MAP. SAID COUNCIL DID ACCEPT ON BEHALF OF THE CITY, THE EASEMENT FOR PUBLIC UTILITIES SO
DESIGNATED ON SAID MAP AND ALL USES INCIDENTAL THERETO

SHELLEY RESCUELLS

CITY CLERK, CITY OF CLAREMONT

DATE

SPECIAL ASSESSMENT STATEMENT:

I HEREBY STATE THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF CLAREMONT, TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

CITY TREASURER, CITY OF CLAREMONT

DATE

LOS ANGELES COUNTY TAX CERTIFICATES

I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF CLAREMONT, TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY _____

DEPUTY

DATE

DATE

TAX BOND CERTIFICATE:

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$ _____ HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAKES ON THE LAND SHOWN ON MAP OF PARCEL NO. 84585 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY _____

DEPUTY

DATE

DATE

BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING N89°33'30"W OF THE CENTERLINE OF FOOTBALL BOULEVARD AS SHOWN ON PARCEL MAP NO. 6175, P.L.B. 8/12-3.

PARCEL MAP NO. 84585

IN THE CITY OF CLAREMONT, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
BEING A SUBDIVISION OF PARCEL 2 OF PARCEL MAP NO. 27023-1 AS PER MAP FILED IN BOOK 317, PAGES 98
AND 99 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ANDREASEN ENGINEERING, INC.

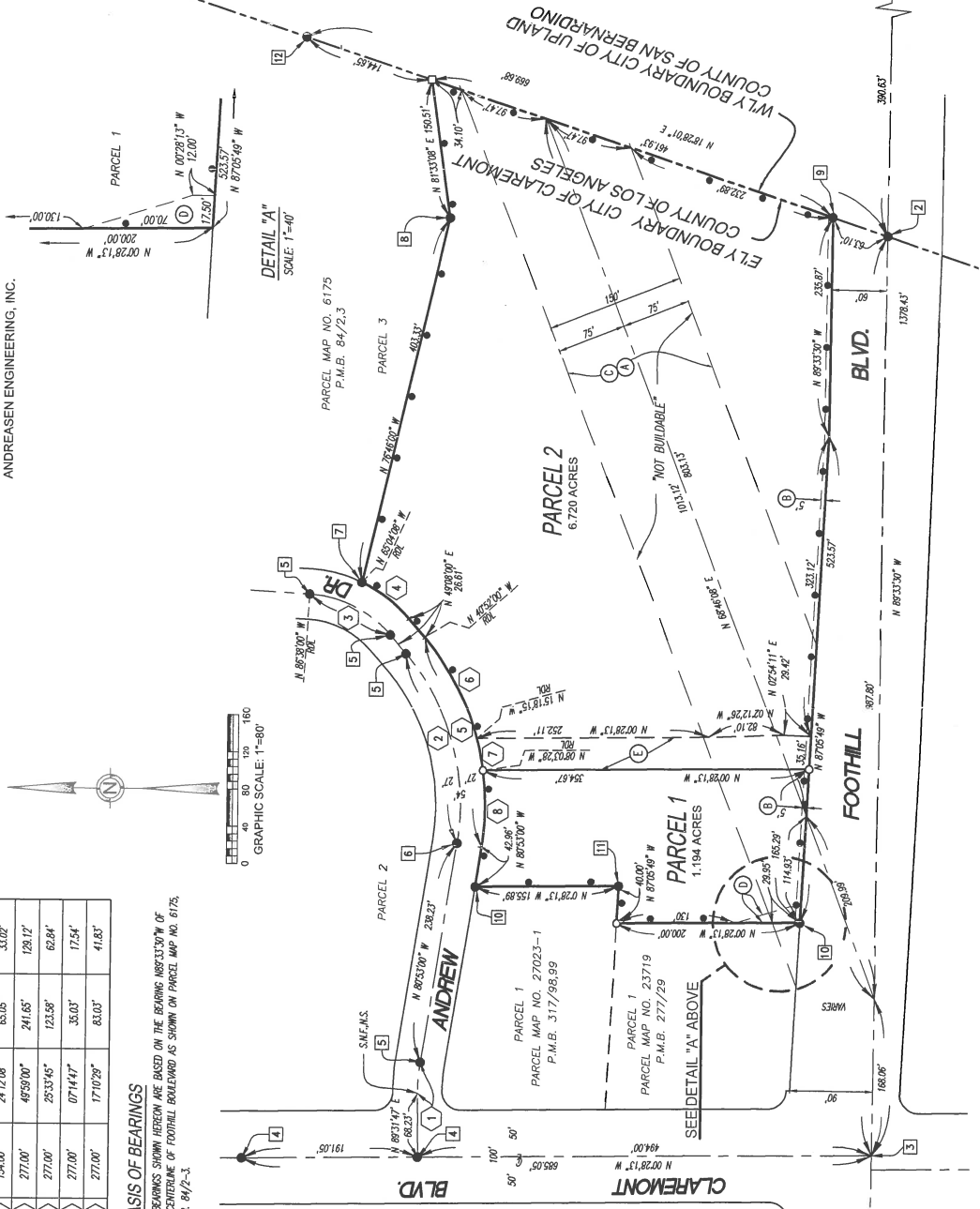
2 PARCELS
7.914 ACRES

CURVE DATA

CH	RADIUS	DELTA	LENGTH	TANGENT
1	200.00'	09°35'13"	33.46'	16.77'
2	280.00'	49°59'00"	218.09'	116.53'
3	127.00'	45°35'00"	101.06'	53.39'
4	154.00'	24°12'08"	65.05'	33.02'
5	277.00'	49°59'00"	241.65'	128.17'
6	277.00'	25°33'45"	123.58'	62.84'
7	277.00'	07°14'47"	35.03'	17.54'
8	277.00'	17°10'29"	83.03'	41.83'

BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING N89°31'50"W OF THE CENTERLINE OF FOOTBALL BOULEVARD AS SHOWN ON PARCEL MAP NO. 6175, P.M.B. 84/2-3.



EASEMENTS

- (A) AN AVIGATION EASEMENT IN FAVOR OF THE CITY OF CLAREMONT, RECORDED JUNE 19, 1997 AS INSTRUMENT NO. 97-917067, OF OFFICIAL RECORDS.
- (B) AN EASEMENT FOR SIDEWALK AND LANDSCAPING PURPOSES, IN FAVOR OF THE CITY OF CLAREMONT, AS SHOWN ON PARCEL MAP NO. 32719, RECORDED IN PARCEL MAP BOOK 277, PAGES 28 & 29.
- (C) A 150 FOOT WIDE NON-BUILDABLE STRIP OF LAND PER NOTE, AS SHOWN ON PARCEL MAP NO. 23719, RECORDED IN PARCEL MAP BOOK 277, PAGES 28 & 29.
- (D) A VARIABLE WIDTH NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, IN COMMON WITH OTHERS, RECORDED JULY 7, 1997 AS INSTRUMENT NO. 97-1008206 OF OFFICIAL RECORDS.
- (E) A VARIABLE WIDTH NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, IN COMMON WITH OTHERS, RESERVED FOR THE USE AND BENEFIT OF PARCEL 1. WE ALSO HEREBY DEDICATE TO THE CITY OF CLAREMONT A PUBLIC UTILITY EASEMENT SO DESIGNATED AND SHOWN ON MAP AND ALL USES INCIDENTAL THEREOF.

MONUMENT NOTES:

- INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP
- INDICATES FOUND MONUMENT AS NOTED
- SET 1" I.P. & TAG R.C.E. 3/4X7 OR LEAD, TAG & TAG R.C.E. 3/4X7 OR SPIKE & WASHER STAMPED A.C.E. 3/4X7 TO BE SET AT ALL PROPERTY CORNERS OR IN I.C. ON P.L. PROJ. UNLESS OTHERWISE NOTED.
- SEARCHED NOTINGS FOUND, SET 7" I.P. TAGGED A.C.E. 3/4X7 TO REPLACE SHAPE, AS SHOWN ON PARCEL MAP NO. 27023-1, M.B. 317/98-99

MONUMENT NOTES:

- 1 FOUND 1/4" BRASS DISC STAMPED "3106" DIA. 2" PER C.G.R. BK 358 P. 88 ACCEPTED AS CENTERLINE INTERSECTION
- 2 FOUND 1/4" BRASS DISC STAMPED "3106" DIA. 2" PER C.G.R. BK 358 P. 88 ACCEPTED AS CENTERLINE INTERSECTION
- 3 FOUND 1/4" BRASS DISC STAMPED "3106" DIA. 2" PER C.G.R. BK 358 P. 88 ACCEPTED AS CENTERLINE INTERSECTION
- 4 FOUND 1/4" BRASS DISC STAMPED "3106" DIA. 2" PER C.G.R. BK 358 P. 88 ACCEPTED AS CENTERLINE INTERSECTION
- 5 FOUND 1/4" BRASS DISC STAMPED "3106" DIA. 2" PER C.G.R. BK 358 P. 88 ACCEPTED AS CENTERLINE INTERSECTION
- 6 FOUND 1/4" BRASS DISC STAMPED "3106" DIA. 2" PER C.G.R. BK 358 P. 88 ACCEPTED AS CENTERLINE INTERSECTION
- 7 FOUND 1/4" BRASS DISC STAMPED "3106" DIA. 2" PER C.G.R. BK 358 P. 88 ACCEPTED AS CENTERLINE INTERSECTION
- 8 FOUND 1/4" BRASS DISC STAMPED "3106" DIA. 2" PER C.G.R. BK 358 P. 88 ACCEPTED AS CENTERLINE INTERSECTION
- 9 FOUND 1/4" BRASS DISC STAMPED "3106" DIA. 2" PER C.G.R. BK 358 P. 88 ACCEPTED AS CENTERLINE INTERSECTION
- 10 FOUND 1/4" BRASS DISC STAMPED "3106" DIA. 2" PER C.G.R. BK 358 P. 88 ACCEPTED AS CENTERLINE INTERSECTION
- 11 FOUND 1/4" BRASS DISC STAMPED "3106" DIA. 2" PER C.G.R. BK 358 P. 88 ACCEPTED AS CENTERLINE INTERSECTION
- 12 FOUND 1/4" BRASS DISC STAMPED "3106" DIA. 2" PER C.G.R. BK 358 P. 88 ACCEPTED AS CENTERLINE INTERSECTION

DRAWN: October 28, 2024

EXHIBIT "B"

FORM OF SPECIAL WARRANTY DEED

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL THIS GRANT
DEED AND ALL TAX STATEMENTS TO:

Attn: _____

(Above Space For Recorder's Use Only)

SPECIAL WARRANTY DEED

The undersigned grantor declares:

Documentary Transfer Tax is \$ _____.

- () computed on full value of property conveyed, or
- () computed on full value, less value of liens and encumbrances remaining at time of sale.

City of Claremont, County of Los Angeles,

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
_____ hereby GRANTS to _____ a _____ the
following described real property ("Property") located in the County of _____, State
of _____.

See Exhibit "A" attached hereto and incorporated herein by this reference.

SUBJECT TO:

1. Taxes and assessments.
2. All other covenants, conditions, restrictions, reservations, rights, rights of way, easements, encumbrances, liens and title matters whether or not of record or visible from an inspection of the Property and all matters which an accurate survey of the Property would disclose.

DATED: _____, 20__

_____ a _____

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

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)
)
COUNTY OF _____)

On _____, 202__, 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.

Signature _____

(SEAL)

EXHIBIT "A"

LEGAL DESCRIPTION