

OWNER: Mamie Miller Hunt Trust
APN: 373-023-026
ESCROW/TITLE NO.: First American Title Insurance Company

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

THIS AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE AND SALE OF REAL PROPERTY (this "Agreement") dated for identification purposes only as of June 27, 2017, by and between the **CITY OF LAKE ELSINORE**, a California municipal corporation ("Buyer"), and **MAMIE MILLER HUNT TRUST** ("Seller") for acquisition by the Buyer of certain real property hereinafter set forth in Attachment No. 1 to Exhibit "A" and is made on the basis of the following facts, intentions and understandings.

RECITALS

A. Seller is the present owner of that certain unimproved real property in the City of Lake Elsinore, California, abutting Peck Street and located across Main Street from the City of Lake Elsinore Cultural Center generally described as Assessor's Parcel No. 373-023-026 and more particularly described in Attachment No. 1 to Exhibit "A" (the "Property").

B. The Property is surrounded on three sides by properties currently owned by the Successor Agency of the Redevelopment Agency of the City of Lake Elsinore which serve as an unimproved dirt parking lot to the Cultural Center and the Historic Downtown (the "Parking Lot Parcels").

C. The California Department of Finance has approved the conveyance of the Parking Lot Parcels by the Successor Agency to the Buyer. The Buyer desires to improve the Parking Lot Parcels as an improved surface parking lot to serve the Cultural Center and Historic Downtown and desires to acquire the Property as an integral part of the parking lot improvements.

D. Seller desires to sell the Property to Buyer subject to the terms and conditions set forth herein.

AGREEMENT

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

ARTICLE I
PURCHASE AND SALE; PURCHASE PRICE; PUBLIC PURPOSE

1.1 Purchase and Sale. Buyer agrees to purchase the Property from Seller and Seller agrees to sell the Property to Buyer, on and subject to the conditions, covenants and terms contained in this Agreement.

1.2 Purchase Price. The purchase price is Nineteen Thousand Five Hundred Dollars (\$19,500) (the "Purchase Price").

1.3 Public Purpose. Buyer desires to purchase the Property as an integral part of the Cultural Center/Historic Downtown parking lot project.

ARTICLE II **ESCROW**

2.1 Open Escrow. Within five (5) days after the execution of this Agreement by both parties, Seller and Buyer shall open escrow ("Escrow") with First American Title Insurance Company (the "Escrow/Title Company") located at 43620 Ridge Park Drive, Suite 200, Temecula, CA 92590, Attention: Debbie Fritz.

2.2 Close of Escrow. The "Close of Escrow" shall mean the time and day the Grant Deed is filed for record with the Riverside County Recorder, which shall be on or before July 31, 2017 ("Outside Closing Date"). The Close of Escrow shall be in accordance with Article IV of this Agreement.

2.3 Escrow Instructions. This Agreement shall constitute joint primary escrow instructions to the Escrow/Title Company; provided, however, that the parties shall execute such additional instructions as requested by the Escrow/Title Company not inconsistent with the provisions hereof. In the event of any inconsistency between such escrow instructions and this Agreement, this Agreement shall control the rights and obligations of the parties.

ARTICLE III **CONDITIONS PRECEDENT**

The purchase and sale under this Agreement shall be subject to the satisfaction of the conditions precedent set forth in this Article III (unless waived in writing by the party to whom the benefit of such condition runs) on or before the Close of Escrow or such earlier date as is specified in this Agreement, each of which conditions shall be a covenant of the party required to perform such condition.

3.1 Conditions to Buyer's Obligations and Due Diligence Period.

A. Delivery of Title Report; Delivery of Natural Hazard Zone Disclosure Report.

(i) Within five (5) days following the opening of Escrow and at Seller's expense, Escrow/Title Company shall deliver to Buyer a preliminary title report for the Property ("Title Report") together with copies of any exceptions referred to in Schedule B of the Title Report.

(ii) Buyer waives Seller's obligations to deliver a Natural Hazard Zone Disclosure Report.

B. Delivery of Title Commitment and Title Insurance. Seller shall convey title to the Property to Buyer at the Close of Escrow, subject only to Permitted Exceptions. The term "Permitted Exceptions" shall mean: (i) liens for real property taxes shown as exceptions in the Title Report provided that the taxes are not delinquent; (ii) the standard exclusions to coverage under Escrow/Title Company's ALTA Extended Coverage Owner's Policy of Title Insurance ("Title Policy"); and (iii) any other lien, encumbrance, title exception or defect that appears in the Title Report which Buyer has approved in writing or which is caused by Buyer prior to the Close of Escrow. Notwithstanding the foregoing, in no event shall the following be considered Permitted Exceptions: deeds of trust or mortgages; judgments; mechanics' and materialmen's liens; tax liens; or liens, encumbrances or other title matters created by Seller after the date of this Agreement without the prior written consent of Buyer. Buyer agrees that

Seller's obligation to convey title to Buyer shall be deemed satisfied upon Escrow/Title Company's commitment to issue the Title Policy subject only to the Permitted Exceptions.

C. Due Diligence Period. Buyer shall have seventeen (17) days after the opening of Escrow (the "Due Diligence Period") to (i) review the exceptions, legal descriptions and other matters contained in the Title Report and (ii) conduct or review such surveys, investigations, studies and inspections including such environmental and soils tests and other studies of the Property which Buyer deems necessary and appropriate in its sole and absolute discretion, including any "Phase 1" and/or "Phase 2" investigations of the Property. Seller shall deliver to Buyer during the Due Diligence Period any other documents relating to the Property and reasonably available to Seller and Buyer shall promptly provide to Seller a copy of all reports and test results conducted by Buyer. If the Buyer reasonably determines within the Due Diligence Period that the condition of title or the condition of the Property is not satisfactory for any reason, Buyer may elect to terminate this Agreement by promptly notifying the Seller and Escrow/Title Company in writing of its decision to terminate.

D. Access to Property. Seller hereby grants to Buyer and any of Buyer's consultants a right of entry to the Property at reasonable times for the purpose of conducting soils and geological investigation and tests for toxic or hazardous substances and other contamination. Buyer may perform such tests either before or after the opening of Escrow as part of an environmental site assessment or in accordance with the Comprehensive, Environmental Response, Compensation and Liability Act (42 USC 9601 *et seq.*). With respect to such entry and investigation, Buyer shall be responsible for all costs and expenses associated with the inspection and such other cost as may be related thereto.

E. Representations and Warranties. Each of the representations and warranties by Seller contained in Section 7.1 was true and correct in all material respects as of the date made and continues to be true and correct in all material respects as of the Close of Escrow.

F. Delivery of Close of Escrow Documents. Execution, delivery and acknowledgement as appropriate by Seller of the Close of Escrow documents set forth in Section 4.1B(i) and other necessary Close of Escrow documents as may be reasonably requested by Buyer or Escrow/Title Company.

G. No Material Change. No material change in the status of the use, title, occupancy or physical condition of the Property, unless caused by Buyer or its agents, shall have occurred with respect to the Property prior to Close of Escrow that has not been approved in writing by Buyer, which approval can be withheld in Buyer's sole discretion. Additionally, Seller shall (i) maintain its existing insurance policies in full force and effect; (ii) provide prompt written notice to Buyer of any casualty or condemnation affecting any portion of the Property after the date of this Agreement; (iii) deliver to Buyer, promptly after receipt by Seller, copies of all notices of violation issued by any governmental authority with respect to the Property received by Seller after the date of this Agreement; (iv) advise Buyer promptly of any litigation, arbitration or other judicial or administrative proceeding which concerns or affects the Property; and (v) comply in material respects with the requirements of all contracts, licenses, permits, approvals, guaranties and warranties.

H. Seller Performance. Seller shall have performed each and every undertaking, covenant and agreement required to be performed by Seller under this Agreement prior to or at the Close of Escrow.

3.2 Conditions to Seller's Obligations.

A. Delivery of Purchase Price. Buyer shall have deposited the Purchase Price and Buyer's share of costs described in Section 4.2 A. (ii) below with Escrow/Title Company.

B. Representations and Warranties. Each of the representations and warranties by Buyer contained in Section 8.2 below shall be determined to have been true and correct in all material respects as of the date made and shall continue to be true and correct in all material respects as of the Close of Escrow.

C. Delivery of Close of Escrow Documents. Execution, delivery and acknowledgement as appropriate by Buyer of the Close of Escrow documents set forth in Section 4.1B(ii) and other necessary Close of Escrow documents as may be reasonably requested by Seller or by Escrow/Title Company.

D. Buyer Performance. Buyer shall have performed each and every undertaking, covenant and agreement required to be performed by Buyer under this Agreement prior to or at the Close of Escrow.

3.3 Failure of Conditions. The failure of Seller or Buyer to satisfy any of the conditions precedent contained in this Article III within the times specified in this Agreement shall constitute a default hereunder and unless such conditions are waived or the time for satisfaction extended by the party to whose benefit the conditions run, the party to whose benefit the conditions run shall have the right to terminate this Agreement by delivering written notice to the other party and Escrow/Title Company.

ARTICLE IV **CLOSE OF ESCROW**

4.1 Close of Escrow. The purchase and sale of the Property shall be consummated on or prior to the Outside Closing Date in accordance with the following:

A. Time. When Escrow/Title Company is in a position to issue the Title Policy and all required documents and funds have been deposited with Escrow/Title Company, and Buyer and Seller have advised the Escrow/Title Company in writing that the Conditions of Close of Escrow set forth herein have been satisfied or waived, Escrow/Title Company shall immediately close Escrow as provided below.

B. Close of Escrow Documents.

(i) Seller. No later than the day prior to the Outside Closing Date, Seller shall duly execute and acknowledge as appropriate and deliver to Escrow/Title Company the following:

(a) A grant deed ("Deed") conveying the Property to Buyer in the form attached to this Agreement as Exhibit C;

(b) A Non-foreign Entity Affidavit ("Affidavit"), in the form attached to this Agreement as Exhibit D, pursuant to Section 10.2; and

(c) Such documents and instruments as Escrow/Title Company may reasonably require to evidence the due authorization and execution of the documents and instruments to be delivered by Seller under this Agreement and to issue the Title Policy.

The obligations of Seller to deliver documents and instruments into Escrow in accordance with this Section 4.1B(i) are separate, independent covenants of Seller and shall not be conditioned upon Buyer's deliveries in accordance with Section 4.1B(ii).

(ii) Buyer. No later than the day prior to the Outside Closing Date, Buyer shall duly execute and acknowledge as appropriate and deliver to the Escrow/Title Company the following:

(a) The amount of the Purchase Price, along with Buyer's share of any costs and expenses to be paid to or through Escrow/Title Company, less the Deposit;

(b) A Change of Ownership Statement, as required by Escrow/Title Company or Escrow/Title Company;

(c) Such documents and instruments as Escrow/Title Company may reasonably require to evidence the due authorization and execution of the documents and instruments to be delivered by Buyer under this Agreement and to issue the Title Policy.

The obligations of Buyer to deliver funds, documents and instruments into Escrow under this Section 4.1B(ii) shall be separate, independent covenants of Buyer and shall not be conditioned upon Seller's deliveries in accordance with Section 4.1B(i).

C. Close of Escrow Procedure. At such time as the Escrow/Title Company has received all of the items specified in Section 4.1B, and at such time as Escrow/Title Company is prepared to issue the Title Policy in accordance with Section 3.1B, Buyer and Seller hereby authorize and instruct Escrow/Title Company to: (i) cause Escrow/Title Company to record the Deed, and issue the Title Policy to Buyer; (ii) pay any applicable recordation fees and transfer taxes; (iii) compute pro-rations relating to the Property for the accounts of Seller and Buyer; (vi) pay to Seller an amount equal to the Purchase Price, less any pro-rations chargeable to Seller and any amounts payable by Seller to Escrow/Title Company for its services and expenditures in connection with this Agreement; (iv) pay to Buyer the balance of the funds then held by Escrow/Title Company, less any pro-rations chargeable to Buyer and any amounts payable by Buyer to Escrow/Title Company for its services and expenditures in connection with this Agreement; and (vii) deliver to Buyer and Seller a conformed copy of the Deed showing the recording information.

4.2 Fees; Expenses; Prorations.

A. Fees, Expenses, Transfer Taxes.

(i) Seller. Seller shall pay or satisfy, as applicable: (a) all documentary transfer taxes imposed in connection with the recording of the Deed; (b) one-half (½) of the Escrow fees; (c) the cost of the Title Policy for Buyer as is reasonable and customary in the amount of the Purchase Price; and (d) any other customary fees and charges and expenditures authorized by Seller, including all costs (if any) associated with the conveyance to and/or from the Trust and the individual Trustor(s).

(ii) Buyer. Buyer shall pay: (a) one-half (½) of the Escrow fees; (b) the cost of recording the Deed and all other documents recorded at the Close of Escrow; and (c) any other customary fees and charges and expenditures authorized by Buyer. If Buyer elects to increase the amount or scope of title insurance coverage or to obtain endorsements to the Title Policy or ALTA Policy, Buyer shall pay the cost of such increased coverage and/or endorsements. All other costs, if any, shall be

apportioned between Buyer and Seller in the customary manner for real estate transactions in the County of Riverside, State of California.

B. Real Property Taxes and Assessments. All real property taxes and assessments for the fiscal years of the taxing and assessing authorities in which the Close of Escrow occurs shall be prorated on the basis of a three hundred sixty-five (365) day year at the Close of Escrow with appropriate debits and credits to the accounts of Buyer and Seller so that Seller shall be responsible for paying all of the same, to the extent duly allocable to the period ending on the day immediately prior to the Close of Escrow and Buyer shall be responsible for paying all of the same (if any shall be due), to the extent duly allocable to the period commencing upon the Close of Escrow.

C. Commissions. Buyer and Seller represent and warrant to each other that no person or entity may claim or is entitled to a real estate commission, finder's fees or any similar payments with respect to this Agreement or the sale of the Property. Buyer and Seller shall each protect, defend, indemnify and hold the other harmless from and against all such claims for real estate commissions, finder's fees or any similar payments with respect to the sale of the Property in accordance with this Agreement.

ARTICLE V

BREACH

5.1 General. If either party breaches its obligations under this Agreement prior to the Close of Escrow, then the other party may, without terminating this Agreement, suspend performance by giving written notice to the other party until such breach is cured by the other party. Except for Seller's and Buyer's respective delivery obligations under Article IV, including, without limitation, Buyer's delivery to the Escrow/Title Company of the Purchase Price, neither party shall be in default under this Agreement unless it fails to cure a breach of such party's obligations under this Agreement within twenty-four (24) hours after receipt of written notice of such breach from the non-breaching party. Nothing contained in this Agreement is intended nor shall permit any party in default to terminate this Agreement or the Escrow provided for in this Agreement as a result of such default.

5.2 Termination. If either party breaches any of its obligations under this Agreement prior to the Close of Escrow and fails to cure such breach within twenty-four (24) hours after receipt of written notice from the other party, then the non-defaulting party may terminate this Agreement by written notice to the defaulting party and to the Escrow/Title Company. Termination of this Agreement shall be without prejudice as to whatever legal rights the party may have against the other arising out of this Agreement. If neither party has fully complied with the provisions of Escrow and notice has not been delivered pursuant to Section 5.1, then Escrow/Title Company shall proceed with the Close of Escrow as soon as possible.

ARTICLE VI

CONDITION OF PROPERTY

6.1 "As Is" Condition. The Property is purchased and sold in "AS IS" condition. Buyer, as specified in Section 3.1C, has or shall have inspected and conducted tests, inspections, investigations and studies of the Property as Buyer, in Buyer's discretion, deems necessary. Buyer is fully aware of earthquake faults on the Property and represents that it is acting and will act only upon information obtained by it from its own inspection and investigation of the Property and upon the express representations of Seller contained in this Agreement with the acknowledgement that Seller acquired the Property as a result of a foreclosure and has little knowledge of other conditions.

ARTICLE VII
REPRESENTATIONS AND WARRANTIES

7.1 Seller's Representations and Warranties. In consideration of Buyer's entering into this Agreement and as an inducement to Buyer to purchase the Property, Seller makes the following covenants, representations and warranties, each of which is material and is being relied upon by Buyer (and the continued truth and accuracy of which shall constitute a condition precedent to Buyer's obligations hereunder):

A. Authority. Seller has the full power and authority to sell the Property, and this Agreement has been duly and validly authorized, executed and delivered by Seller and no other authorization or third party consent is requisite to the valid and binding execution, delivery and performance of this Agreement by Seller.

B. Encumbrances. Seller is the owner of the fee interest in the Property free and clear of all liens, encumbrances and other matters other than those set forth in the Title Policy and the Property is not subject to any outstanding contract of sale, right of first refusal or purchase option, in favor of any person or entity, except Buyer. Seller will not sell, lease, sublease, assign, mortgage or otherwise encumber the Property without Buyer's prior written approval, which may be withheld in Buyer's sole discretion.

C. Representations. All representations and warranties of Seller set forth in this Agreement shall be true on and as of the Close of Escrow as if those representations and warranties were made on and as of such time.

D. Legal Power. The individuals executing this Agreement and the instruments referenced herein on behalf of Seller have the legal power, right and actual authority to bind Seller to the terms and conditions hereof and thereof.

E. No Breach. There are no contracts or agreements relating to the leasing, operation and maintenance of the Property which will be effective as to the Property following the Close of Escrow. There are no agreements, rights or agreements under which any third person or party has any right or option to purchase the Property. This Agreement and all documents required hereby to be executed by Seller are and shall be valid, legally binding obligations of and enforceable against Seller in accordance with their terms, subject only to the applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles effecting or limiting the rights of contracting parties generally. To Seller's knowledge, neither the execution and delivery of this Agreement and the documents referenced herein, nor the incurrence of the obligations set forth herein, nor the consummation of the transactions herein contemplated, nor compliance with the terms of this Agreement and the documents reference herein, result in the breach of any terms, conditions or provisions of, or constitute a default under, any bond, note, or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease, or other agreements or instruments to which Seller is a party or effecting the Property.

F. Litigation. There are no suits, claims, foreclosure proceedings, property tax protests, zoning or other administrative proceedings that are pending or, to the best of Seller's knowledge, threatened with respect to or in any manner affecting the Property.

G. Condemnation; Eminent Domain. Except for the Resolution of Necessity adopted by the City Council of the City of Lake Elsinore on March 10, 2015, Seller has neither received any written notice from any governmental authority other than Buyer, nor has any knowledge of any

action regarding eminent domain proceedings for the condemnation of all or any portion of the Property. To Seller's knowledge, Seller has not received any written notices of violations, including, without limitation, any environmental law violations, that still exist from any municipal or governmental bodies regarding the Property.

H. Due Diligence. Seller has delivered to Buyer complete legible copies of all the material documents pursuant to Section 3.1C, concerning the Property in Seller's possession or under its control.

I. Environmental Laws. To Seller's knowledge, Seller has not received written notice from any governmental authority that the Property or the use or operation thereof are in violation of any Environmental Laws, and to Seller's knowledge, no such written notice has been issued and, to Seller's knowledge, no violation of any Environmental Laws has occurred. To Seller's knowledge, no part of the Property has ever been used by any person or entity to refine, produce, use, store, handle, transfer, process, transport or dispose of any Hazardous Substances.

7.2 Buyer's Representations, Warranties and Covenants. In consideration of Seller entering into this Agreement and as an inducement to Seller to sell the Property to Buyer, Buyer makes the following representations, warranties and covenants, each of which is material and is being relied upon by Seller (the continued truth and accuracy of which shall constitute a condition precedent to Seller's obligations hereunder):

A. Authority. Buyer has the full power and authority to buy the Property, and this Agreement has been duly and validly authorized, executed and delivered by Buyer and no other authorization or third party consent is requisite to the valid and binding execution, delivery and performance of this Agreement by Buyer.

B. Representations. All representations and warranties of Buyer set forth in this Agreement shall be true on and as of the Close of Escrow as if those representations and warranties were made on and as of such time.

ARTICLE VIII

CONDEMNATION, DAMAGE AND DESTRUCTION

8.1 Condemnation. If, between the date of this Agreement and the Close of Escrow, condemnation or eminent domain proceedings affecting any portions of the Property are initiated or are threatened to be initiated by any entity other than Buyer, then, Buyer shall have the right to either: (i) affirm this Agreement, which shall remain in full force and effect without any diminution of the Purchase Price and Seller shall assign to Buyer upon the Close of Escrow all of Seller's rights to any condemnation awards by depositing an assignment of said award with the Escrow/Title Company; or (ii) subject to and conditioned on Buyer's compliance with the remaining provisions of this Section 8.1, terminate this Agreement and neither party shall have any further obligations or liabilities to each other, except that Buyer's indemnity obligations under this Agreement shall survive any such termination. Buyer shall not propose, institute, cooperate with or permit any condemnation of all or any part of the Property prior to the Close of Escrow.

8.2 Damage and Destruction. If, between the date of this Agreement and the Close of Escrow, any portion of the Property is materially damaged or destroyed, then Buyer shall have the option by written notice to Seller to: (i) terminate this Agreement and Buyer shall have no obligation to purchase the Property and Seller shall have no obligation to sell the Property to or (ii) affirm this

Agreement, which shall remain in full force and effect without delaying the Close of Escrow and without diminution of the Purchase Price.

ARTICLE IX **MISCELLANEOUS**

9.1 No Foreign Investors. Seller warrants and represents to Buyer that Seller is not a foreign individual, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations). Seller shall execute and deliver to Buyer at the Close of Escrow the Affidavit certifying the representations and warranties made pursuant to this Section.

9.2 Attorneys' Fees. If any action, proceeding or arbitration is brought to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to all other damages, all costs and expenses of such action, proceeding or arbitration, including but not limited to actual attorneys' fees (including the allocated costs of in-house counsel), witness fees' and court costs. The phrase "prevailing party" as used in this Section shall mean the party who receives substantially the relief desired whether by dismissal, summary judgment or otherwise. The terms of this Section shall survive the Close of Escrow and shall not be merged with the Deed.

9.3 Notices. All notices and requests under this Agreement shall be in writing and shall be sent by personal delivery, facsimile or e-mail (with hard copy to follow the next business day by overnight mail), by nationally recognized overnight mail carrier such as FedEx or delivered in person to the following street addresses:

SELLER: Mamie Miller Hunt Trust
Attn: Trustee _____
2808 Broad Street
Newport Beach, CA 92663

BUYER: City of Lake Elsinore
130 S. Main Street
Lake Elsinore, CA 92530
Attn: Grant Yates, City Manager
Telephone: (951) 674-3124 ext. 361
Facsimile: (951) 674-2392

With a copy to: Leibold McClendon & Mann PC
9841 Irvine Center Drive, Suite 230
Irvine, CA 92618
Attention: Barbara Leibold
Telephone: (949) 585-6300 ext. 101
Facsimile: (949) 585-6305
E-Mail: barbara@ceqa.com.com

Escrow/Title Company: First American Title Insurance Company
43620 Ridge Park Drive, Suite 200
Temecula, CA 92590
Attention: Debbie Fritz
Telephone: (951) 296-2948
E-Mail: dfritz@firstam.com

All notices shall be effective upon the earlier of personal delivery or receipt of a facsimile confirmation statement, if sent by facsimile, or receipt of confirmation of delivery, if delivered by e-mail or a nationally recognized overnight mail carrier. Either party may change its address or designate a new street address for notices under this Agreement by notice complying with the terms of this Section.

9.4 Cooperation. Buyer and Seller shall reasonably cooperate with the other in connection with the requirements imposed by this Agreement and agree to cooperate with each other by executing such other documents or taking such other action as may be reasonably necessary in accordance with the intent of the parties as evidenced by this Agreement, provided such documents do not create any additional liability or expense for such party not contemplated by this Agreement.

9.5 Survival. Buyer's and Seller's representations, warranties and obligations under this Agreement shall survive the Close of Escrow and shall not be merged into or defeated by the execution, delivery or recordation of the Deed given in connection with this Agreement.

9.6 Interpretation. This Agreement shall be construed and enforced in accordance with the laws of the State of California as applicable to contracts entered into in California among parties doing business therein. This Agreement contains the entire agreement between the parties respecting the purchase and sale of the Property and supersedes all prior negotiations, discussions, understandings and agreements, both oral and written, between the parties with respect to such matters. This Agreement shall not be effective between the parties until the date this Agreement is executed and delivered into Escrow by both Seller and Buyer. This Agreement may not be modified or amended in any way except by a writing executed by both Buyer and Seller. The section headings of this Agreement are for convenience only and are not to be construed as part of this Agreement and do not in any way amplify or define the terms, conditions, and covenants of this Agreement and shall not be used in construction or interpretation of this Agreement. There are no third-party beneficiaries to this Agreement. Unless the context otherwise indicates, whenever used in this Agreement, the word "party" or "parties" means Buyer or Seller or both, as the context may require. Time is of the essence in the performance of each term of this Agreement.

9.7 Successors and Assigns. This Agreement shall be binding upon and inure to the benefits of the successors and assigns of the parties to this Agreement. In no event shall Buyer have any right to delay or postpone the Close of Escrow to create a partnership, corporation or other form of business association or to obtain financing to acquire title to the Property or to coordinate with any other sale, transfer, exchange or conveyance.

9.8 Severability. If any term or provision of this Agreement is determined to be invalid or unenforceable, the remaining terms and provisions shall not be affected thereby and shall remain in full force and effect to the maximum extent permitted by law.

9.9 Dates. Whenever any determination is to be made or action is to be taken on a date specified in this Agreement, if such date shall fall on Saturday, Sunday or legal holiday under the laws of the State of California, then in such event said date shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

9.10 Counterparts; Telefacsimile Execution. This Agreement may be executed in counterparts, all of which shall constitute the same Agreement, notwithstanding that all parties to this Agreement are not signatory to the same or original counterpart.

9.11 No Assumption of Seller's Liabilities. Buyer is acquiring only the Property from Seller and is not the successor of Seller. Except only for the obligations accruing after the Close of Escrow or assumed in writing by Buyer, Buyer does not assume or agree to pay, or indemnify Seller or any person or entity against any liability, obligation or expense of Seller or relating to the Property.

9.12 Limitation of Liability. No advisor, trustee, director, officer, partner, member, employee, beneficiary, shareholder, participant or agent of or in Seller or Buyer shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter. The terms of this Section survive the Close of Escrow or termination of this Agreement.

9.13 Indemnification; Limitation on Liability. Seller hereby agrees to indemnify, defend and hold Buyer harmless from and against any claims, damages, demands, liabilities, losses, judgments, expenses and attorneys' fees and/or costs resulting from any material breach of this Agreement by Seller, including, without limitation, the falsity of any representation or warranty made by Seller contained in this Agreement. Neither Buyer nor Seller shall in any event be entitled to, and each hereby waives, any right to seek consequential damages of any kind or nature from the other party arising out of or in connection with this Agreement.

9.14 Tax and legal advice. Seller represents and warrants that the buyer has not provided tax or legal advice to seller in connection with this agreement. Seller further represents and warrants that they have been advised of their right to legal counsel and tax advice and have either obtained the advice of independent legal counsel or a tax advisor with respect to the terms of this agreement and all attachments hereto and other agreements required hereby, or have knowingly and voluntarily decided not to consult with legal counsel or a tax advisor of his/her choosing.

9.15 Time of Essence. Time is expressly made of the essence with respect to the performance by Buyer and Seller of each and every obligation and condition of this Agreement including, without limitation, the Close of Escrow.

9.16 Exhibits Incorporated by Reference. All exhibits attached to this Agreement are incorporated in this Agreement by this reference. This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original. This Agreement includes eleven (11) pages, a signature page (Page 12) and two (2) exhibits including Exhibit "A", Grant Deed, and Exhibit "B", Seller's Certification of Non-Foreign Status.

[Signatures on next page]

IN WITNESS WHEREOF, the Buyer and the Seller have signed this Agreement and Escrow Instructions for Purchase and Sale of Real Property on the date set forth below.

“SELLER”

MAMIE MILLER HUNT TRUST

Dated: _____, as Trustee

“BUYER”

CITY OF LAKE ELSINORE

Dated: _____ By: _____
Robert E. Magee, Mayor

ATTEST:

Susan Domen, City Clerk

APPROVED AS TO FORM:

LEIBOLD McCLENDON & MANN, P.C.

By: _____
Barbara Leibold, City Attorney

ESCROW/TITLE COMPANY’S CONSENT: Escrow/Title Company hereby acknowledges receipt of this Agreement and consents to the terms and conditions set forth herein.

“ESCROW/TITLE COMPANY”

By: _____
Name: Debbie Fritz
Its: Sr. Escrow Officer/Branch Manager

Dated: _____

EXHIBIT "A"

GRANT DEED

WHEN RECORDED MAIL AND
MAIL TAX STATEMENTS TO:

CITY OF LAKE ELSINORE
130 So. Main Street
Lake Elsinore, CA 92530

DOCUMENTARY TRANSFER TAX \$ NONE

FREE RECORDING REQUESTED PURSUANT
TO GOV'T CODE SECTION 27383

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, The **MAMIE MILLER HUNT TRUST** ("Seller"), hereby GRANT(S) to the **CITY OF LAKE ELSINORE**, a California municipal corporation, the real property described as:

SEE ATTACHMENT NO. 1 TO EXHIBIT "A"
ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

"SELLER"

MAMIE MILLER HUNT TRUST

Dated: _____

_____, as Trustee

**ATTACHMENT NO. 1
TO
EXHIBIT “A”**

**LEGAL DESCRIPTION
(APN 373-023-026)**

The land referred to herein is situated in the State of California, County of Riverside, City of LAKE ELSINORE, described as follows:

[TO BE INSERTED]

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 _____, 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 of Notary

(Affix seal here)

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 _____, 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 of Notary

(Affix seal here)

ATTACHMENT NO. 2

to

EXHIBIT "A"

CERTIFICATE OF ACCEPTANCE

Government Code, Section 27281

THIS IS TO CERTIFY that the interest in real property conveyed by Grant Deed dated _____, 2017 from _____, Trustee of the Mamie Miller Hunt Trust to the City of Lake Elsinore, a municipal corporation, is hereby accepted by the undersigned officer on behalf of the City Council of the City of Lake Elsinore ("City Council") pursuant to authority conferred by Resolution No. 99-17 of the City Council adopted on March 23, 1999 and minute order action on June 27, 2017 and the City of Lake Elsinore consents to recordation thereof by its duly authorized officer.

IN WITNESS WHEREOF, I have hereunto set my hands and affixed the City's official seal, this _____ day of _____, _____.

CITY OF LAKE ELSINORE,
a municipal corporation

By: _____
Grant Yates, City Manager

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 _____, 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 of Notary

(Affix seal here)

EXHIBIT "B"

**SELLER'S CERTIFICATION OF NON-FOREIGN STATUS
FIRST AMERICAN TRUST**

To inform the **CITY OF LAKE ELSINORE**, a California municipal corporation ("Transferee") that withholding of tax under Section 1445 of the Internal Revenue Code of 1986, as amended ("Code") will not be required upon the transfer of certain real property described as Assessor's Parcel No. 373-023-026 located in the City of Lake Elsinore, California to the Transferee by the **MAMIE MILLER HUNT TRUST** (collectively, the "Transferor"), the undersigned hereby certify the following:

1. I/we am/are not a nonresident alien for purposes of United States income taxation;
2. My/our United States taxpayer identifying number (Social Security Number) is

_____, as Trustee
3. My/our address is

Transferor understands that this Certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury, I/we declare that I/we have examined this Certification and to the best of my/our knowledge and belief it is true, correct, and complete, and we further declare that I/we have authority to sign this document on behalf of the Transferor.

"SELLER"

MAMIE MILLER HUNT TRUST

Dated: _____, as Trustee