

1 **WHEREAS**, the Successor Agency finds and determines that the Agreement would
2 dispose of the Property expeditiously and at fair market value, in accordance with the LRPMP.

3 **NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE**
4 **REDEVELOPMENT AGENCY FOR THE CITY OF COLTON RESOLVES AS**
5 **FOLLOWS:**

6 **SECTION I.** **INCORPORATION OF RECITALS.** The recitals set forth above are true
7 and correct and are hereby incorporated into this Resolution.

8 **SECTION II.** **APPROVAL OF AGREEMENT.** The Governing Board of the Successor
9 Agency hereby approves the Agreement in substantially the form attached hereto as Exhibit "A."

10 **SECTION III.** **IMPLEMENTATION.** The City Manager or his or her designee is hereby
11 authorized and directed, on behalf of the Successor Agency, to take any actions and execute any
12 and all necessary documents to implement the Agreement.

13 **SECTION IV.** **CEQA.** This Agreement is entered into to dispose of the Property
14 expeditiously and at fair market value, in accordance with the LRPMP. However, the approval of
15 the Agreement does not commit the Successor Agency to a definite course of action in regard to
16 the Project because the Project remains subject to the Successor Agency's full exercise of
17 discretion as a lead agency under Public Resources Code section 21000 *et seq.*, the California
18 Environmental Quality Act ("CEQA"), to conduct environmental review of the Project, to approve
19 or disapprove the Project, and to require the Project to undertake mitigation measures or
20 alternatives as may be set forth in the environmental review document.

21 **SECTION V.** **SEVERABILITY.** If any provision of this Resolution or the application of
22 any such provision to any person or circumstance is held invalid, such invalidity shall not affect
23 other provisions or applications of this Resolution that can be given effect without the invalid
24 provision or application, and to this end the provisions of this Resolution are severable. The
25 Successor Agency declares that the Successor Agency would have adopted this Resolution
26 irrespective of the invalidity of any particular portion of this Resolution.

27 **SECTION VI.** **CERTIFICATION.** The Successor Agency Secretary shall certify to the
28 adoption of this Resolution.

SECTION VII. **EFFECTIVE DATE.** This Resolution shall become effective immediately
upon its adoption.

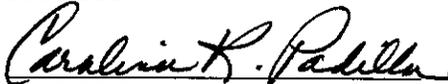
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PASSED, APPROVED AND ADOPTED this 26th day of February, 2015.



RICHARD A. DELAROSA
Chairperson

ATTEST:



CAROLINA R. PADILLA
Secretary

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EXHIBIT "A"
PURCHASE AND SALE AGREEMENT
(Cal Med)

[attached behind this page]

**REAL PROPERTY PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS
(Cal Med)**

This REAL PROPERTY PURCHASE AND SALE AGREEMENT (Cal Med) (“**Agreement**”) is dated as of February 26, 2015, for reference purposes only, and is entered into by and between the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY FOR THE CITY OF COLTON, a public body, corporate and politic (“**Seller**”), and CALIFORNIA UNIVERSITY OF SCIENCE AND MEDICINE, a California non-profit corporation (“**Buyer**”). Seller and Buyer enter into this Agreement with reference to the following recitals of fact (each, a “**Recital**”):

RECITALS

A. The Redevelopment Agency for the City of Colton (“**RDA**”) purchased approximately 22 acres of that certain real property generally located at the northeast corner of West Valley Boulevard and Meridian Avenue in the City of Colton, California consisting of six (6) contiguous and adjacent parcels (APNs 0162-281-04, 0162-281-14, 0162-281-34, 0162-281-52, 0162-281-56, and 0162-281-66) (“**Property**”), as more particularly defined in Section 1.1.48 of this Agreement.

B. Assembly Bill 1X 26, enacted as part of the 2011-2012 State of California budget bill, and as modified by the Supreme Court of the State of California in the matter of *California Redevelopment Association, et al. v. Ana Matosantos, et al.*, Case No. S194861 dissolved and set out procedures for the wind-down of all redevelopment agencies throughout the State effective February 1, 2012, and in June 2012, the California Legislature adopted Assembly Bill 1484 (Assembly Bill 1X 26 and Assembly Bill 1484 are collectively referred to herein as the “**Dissolution Act**”) further modifying some of the procedures set forth in Assembly Bill 1X 26, and adding certain other procedures and requirements for the dissolution and wind-down of redevelopment agencies.

C. Seller is the successor entity to the RDA and, pursuant to the Dissolution Act, upon the RDA’s dissolution the Property automatically transferred to the Seller.

D. Pursuant to Health and Safety Code section 34177(e), the Seller is responsible for disposing of the assets and properties of the former RDA, as directed by the Oversight Board to the Seller, expeditiously and in a manner aimed at maximizing value.

E. Pursuant to Health and Safety Code section 34191.5, the Property was listed on the Seller’s Long Range Property Management Plan, to be sold expeditiously and at fair market value.

F. In order to dispose of the Property expeditiously and in a manner aimed at maximizing value, Buyer desires to purchase the Property from Seller for fair market value, and Seller desires to sell the Property pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION AND THE PROMISES AND COVENANTS OF SELLER AND BUYER SET FORTH IN THIS AGREEMENT, SELLER AND BUYER AGREE, AS FOLLOWS:

TERMS AND CONDITIONS

1. DEFINITIONS

1.1 **Definitions.** The following words, terms and phrases are used in this Agreement with the following meanings, unless the particular context or usage of a word, term or phrase requires another interpretation:

1.1.1 **Affiliate.** Any other Person, directly or indirectly, Controlling or Controlled by or under common Control with the specified Person.

1.1.2 **Agreement.** This Real Property Purchase and Sale Agreement between Seller and Buyer, including all of the exhibits attached to this Agreement.

1.1.3 **ALTA Survey.** A survey of the Property prepared by a State licensed civil engineer or surveyor selected by Buyer in accordance with current ALTA/ASCM standards and sufficient for the Title Company to issue the Buyer Title Policy.

1.1.4 **Business Day.** Any weekday on which Seller is open to conduct regular business functions with Seller personnel.

1.1.5 **Buyer.** California University of Science and Medicine, a California non-profit corporation, and any successors or assigns of the California University of Science and Medicine permitted under the terms and conditions of this Agreement.

1.1.6 **Buyer Parties.** Collectively, Buyer and the directors, officers, employees, agents, shareholders, members, managers and partners of Buyer.

1.1.7 **Buyer Title Policy.** An ALTA owners' policy of title insurance issued by the Title Company, with coverage in the amount of the Purchase Price, showing title to the Property vested in Buyer.

1.1.8 **City.** The City of Colton, a California municipal corporation.

1.1.9 **Claim.** Any claim, loss, cost, damage, expense, liability, lien, action, cause of action (whether in tort, contract, under statute, at law, in equity or otherwise), charge, award, assessment, fine or penalty of any kind (including consultant and expert fees and expenses and investigation costs of whatever kind or nature, and if an Indemnitor improperly fails to provide a defense for an Indemnitee, then Legal Costs) and any judgment.

1.1.10 **Close of Escrow.** The first date on which the Escrow Agent has filed all of the documents set forth in Section 3.8.1 with the County for recording in the official records of the County in accordance with Section 3.8.1.

1.1.11 **Control.** Possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether by ownership of Equity Interests, by contract or otherwise.

1.1.12 **County.** The County of San Bernardino, California.

1.1.13 **Default.** An Escrow Default, Monetary Default or Non-Monetary Default.

1.1.14 **Deposit.** Fifty Thousand Dollars (\$50,000) in cash or immediately available funds.

1.1.15 **Due Diligence Completion Notice.** A written notice from Buyer delivered to Seller prior to the end of the Due Diligence Period and stating Buyer's unconditional acceptance of the condition of the Property or stating Buyer's rejection of the condition of the Property and refusal to accept a conveyance of title to the Property, describing in reasonable detail the actions that Buyer reasonably believes are indicated to allow Buyer to unconditionally accept the condition of the Property.

1.1.16 **Due Diligence Period.** The time period of one hundred twenty (120) continuous calendar days commencing on the day immediately following the Effective Date.

1.1.17 **Effective Date.** The date after Buyer signs the Notice to Seller (as described below) after all of the following have occurred: (a) Seller has received three (3) counterpart originals of this Agreement signed by the authorized representative(s) of Buyer; (b) this Agreement is approved by the governing body of Seller; (c) this Agreement is approved by the Oversight Board to the Seller and the California Department of Finance in accordance with the Dissolution Act; (d) this Agreement is signed by the authorized representative(s) of Seller; and (e) one (1) original of this Agreement signed by the authorized representative(s) of Seller has been delivered by Seller to Buyer. Seller shall send Notice of the Effective Date to Buyer within seven (7) days following the Effective Date. Buyer shall sign and return a copy of such Notice to Seller within seven (7) days after receipt of such Notice.

1.1.18 **Environmental Claim.** Any and all claims, demands, damages, losses, liabilities, obligations, penalties, fines, actions, causes of action, judgments, suits, proceedings, costs, disbursements and expenses, including Legal Costs and fees and costs of environmental consultants and other experts, and all foreseeable and unforeseeable damages or costs of any kind or of any nature whatsoever, directly or indirectly, relating to or arising from any actual or alleged violation of any Environmental Laws or Hazardous Substance Discharge.

1.1.19 **Environmental Laws.** All Federal, State, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance (as later defined), or pertaining to occupational health or industrial hygiene (and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to hazardous substances on, under, or about the Property), occupational or environmental conditions on, under, or about the Property, as now or may at any later time be in effect, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") [42 USC Section 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 ("RCRA") [42 USC Section 6901 et seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act ("FWPCA") [33 USC Section 1251 et seq.]; the Toxic Substances Control Act ("TSCA") [15 USC Section 2601 et seq.]; the Hazardous Materials Transportation Act ("HMTA") [49 USC Section 1801 et seq.];

the Insecticide, Fungicide, Rodenticide Act [7 USC Section 6901 et seq.] the Clean Air Act [42 USC Section 7401 et seq.]; the Safe Drinking Water Act [42 USC Section 300f et seq.]; the Solid Waste Disposal Act [42 USC Section 6901 et seq.]; the Surface Mining Control and Reclamation Act [30 USC Section 101 et seq.] the Emergency Planning and Community Right to Know Act [42 USC Section 11001 et seq.]; the Occupational Safety and Health Act [29 USC Section 655 and 657]; the California Underground Storage of Hazardous Substances Act [California Health & Safety Code Section 25288 et seq.]; the California Hazardous Substances Account Act [California Health & Safety Code Section 25300 et seq.]; the California Safe Drinking Water and Toxic Enforcement Act [California Health & Safety Code Section 24249.5 et seq.]; the Porter-Cologne Water Quality Act [California Water Code Section 13000 et seq.]; together with any amendments of or regulations promulgated under the statutes cited above or any other Federal, State, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to occupational health or industrial hygiene (to the extent the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under, or about the Property) or the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use.

1.1.20 **Equity Interest.** All or any part of any direct equity or ownership interest(s) (whether stock, partnership interest, beneficial interest in a trust, membership interest in a limited liability company, or other interest of an ownership or equity nature) in any entity, at any tier of ownership, that directly owns or holds any ownership or equity interest in a Person.

1.1.21 **Escrow.** An escrow, as defined in Civil Code Section 1057 and Financial Code Section 17003(a), that is conducted by the Escrow Agent with respect to the conveyance of the Property from Seller to Buyer pursuant to this Agreement.

1.1.22 **Escrow Agent.** First American Title Insurance Company, through its office located at 3281 E. Guasti Road, Suite 440, Ontario, CA 91761, or such other Person mutually agreed upon in writing by both Seller and Buyer.

1.1.23 **Escrow Closing Statement.** A statement prepared by the Escrow Agent indicating among other things, the Escrow Agent's estimate of all funds to be deposited or received by Seller or Buyer, respectively, and all charges to be paid by Seller or Buyer, respectively, through the Escrow.

1.1.24 **Escrow Default.** The unexcused failure to submit any document or funds to the Escrow Agent as reasonably necessary to close the Escrow, pursuant to the terms and conditions of this Agreement, after all other conditions precedent to the Close of Escrow for the benefit of such Party are satisfied or waived by such Party.

1.1.25 **Escrow Opening Date.** The first date on which a copy of this Agreement signed by both Seller and Buyer is deposited with the Escrow Agent.

1.1.26 **Event of Default.** The occurrence of any one or more of the following:

(a) *Monetary Default.* A Monetary Default that continues for seven (7) calendar days after Notice from the non-defaulting Party, specifying in reasonable detail the amount of money not paid and the nature and calculation of each such payment;

(b) *Escrow Default.* An Escrow Default that continues for seven (7) calendar days after Notice from the non-defaulting Party, specifying in reasonable detail the document or funds not submitted;

(c) *Non-Monetary Default.* Any Non-Monetary Default other than those specifically addressed in Sections 1.1.26(a) or 1.1.26(b) that is not cured within thirty (30) days after Notice to the Party alleged to be in Default describing the Non-Monetary Default in reasonable detail, or, in the case of a Non-Monetary Default that cannot with reasonable diligence be cured within thirty (30) calendar days after the effective date of such Notice, if the Party alleged to be in Default does not do all of the following: (a) within thirty (30) calendar days after the initial Notice of such Non-Monetary Default, advise the other Party of the intention of the Party alleged to be in Default to take all reasonable steps to cure such Non-Monetary Default; (b) duly commence such cure within such period; and (c) diligently prosecute such cure to completion within a reasonable time under the circumstances.

1.1.27 **Executive Director.** The Executive Director of Seller or his or her designee or successor in function.

1.1.28 **Federal.** The federal government of the United States of America.

1.1.29 **Form 593.** A California Franchise Tax Board Form 593-C.

1.1.30 **Government.** Any and all courts, boards, agencies, commissions, offices, or authorities of any nature whatsoever for any governmental unit (Federal, State, County, district, municipal, City, Seller or otherwise) whether now or later in existence.

1.1.31 **Hazardous Substance.** Any flammable substances, explosives, radioactive materials, asbestos, asbestos-containing materials, polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, medical wastes, toxic substances or related materials, explosives, petroleum, petroleum products and any "hazardous" or "toxic" material, substance or waste that is defined by those or similar terms or is regulated as such under any Law, including any material, substance or waste that is: (a) defined as a "hazardous substance" under Section 311 of the Water Pollution Control Act (33 U.S.C. § 1317), as amended; (b) designated as "hazardous substances" pursuant to 33 U.S.C. § 1321; (c) defined as a "hazardous waste" under Section 1004 of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq., as amended; (d) defined as a "hazardous substance" or "hazardous waste" under Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Reauthorization Act of 1986, 42 U.S.C. § 9601 et seq., or any so-called "superfund" or "superlien" law; (e) defined as a "pollutant" or "contaminant" under 42 U.S.C. § 9601(33); (f) defined as "hazardous waste" under 40 C.F.R. Part 260; (g) defined as a "hazardous chemical" under 29 C.F.R. Part 1910; (h) any matter within the definition of "hazardous substance" set forth in 15 U.S.C. § 1262; (i) any matter, waste or substance regulated under the

Toxic Substances Control Act (“TSCA”) [15 U.S.C. Sections 2601 et seq.]; (j) any matter, waste or substance regulated under the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801 et seq.; (k) those substances listed in the United States Department of Transportation (DOT)Table [49 C.F.R. 172.101]; (l) any matter, waste or substances designated by the EPA, or any successor authority, as a hazardous substance [40 C.F.R. Part 302]; (m) any matter, waste or substances defined as “hazardous waste” in Section 25117 of the California Health and Safety Code; (n) any substance defined as a “hazardous substance” in Section 25316 of the California Health and Safety Code; (o) subject to any other Law regulating, relating to or imposing obligations, liability or standards of conduct concerning protection of human health, plant life, animal life, natural resources, property or the enjoyment of life or property free from the presence in the environment of any solid, liquid, gas, odor or any form of energy from whatever source; or (p) other substances, materials, or wastes that are, or become, regulated or classified as hazardous or toxic under Law or in the regulations adopted pursuant to said Law, including manure, asbestos, polychlorinated biphenyl, flammable explosives and radioactive material.

1.1.32 **Hazardous Substance Discharge.** Any deposit, discharge, generation, release, or spill of a Hazardous Substance that occurs at, on, under, into or from the Property, or during transportation of any Hazardous Substance to or from the Property, or that arises at any time from the construction, installation, use or operation of the Property, whether or not caused by a Party.

1.1.33 **Indemnify.** Where this Agreement states that any Indemnitor shall “indemnify” any Indemnitee from, against, or for a particular Claim, that the Indemnitor shall indemnify the Indemnitee and defend and hold the Indemnitee harmless from and against such Claim (alleged or otherwise). “**Indemnified**” shall have the correlative meaning.

1.1.34 **Indemnitee.** Any Person entitled to be Indemnified under the terms of this Agreement.

1.1.35 **Indemnitor.** A Party that agrees to Indemnify any other Person under the terms of this Agreement.

1.1.36 **Independent Contract Consideration.** Defined in Section 2.2.

1.1.37 **Law.** Every law, ordinance, requirement, order, proclamation, directive, rule, or regulation of any Government applicable to the Property.

1.1.38 **Legal Costs.** In reference to any Person, all reasonable costs and expenses such Person incurs in any legal proceeding (or other matter for which such Person is entitled to be reimbursed for its Legal Costs), including reasonable attorneys’ fees, court costs and expenses and consultant and expert witness fees and expenses.

1.1.39 **Monetary Default.** Any failure by either Party to pay or deposit, when and as this Agreement requires, any amount of money, any bond or surety or evidence of any insurance coverage required to be provided under this Agreement, whether to or with a Party or a Third Person, except to the extent constituting an Escrow Default.

1.1.40 **Non-Monetary Default.** The occurrence of any of the following, except to the extent constituting a Monetary Default or an Escrow Default: (a) any failure of a Party to perform any of its obligations under this Agreement; (b) any failure of a Party to comply with any material restriction or prohibition in this Agreement; or (c) any other event or circumstance that, with passage of time or giving of Notice, or both, or neither, would constitute a breach of this Agreement by a Party.

1.1.41 **Notice.** Any consent, demand, designation, election, notice, or request relating to this Agreement. All Notices must be in writing.

1.1.42 **Notify.** To give a Notice.

1.1.43 **Outside Closing Date.** The date that is six (6) months following the Effective Date; provided, however, that the Buyer may in writing exercise its option to extend the Outside Closing Date for up to two (2) consecutive one (1) month extensions, in its sole and absolute discretion.

1.1.44 **Parties.** Collectively, Seller and Buyer.

1.1.45 **Party.** Individually, either Seller or Buyer, as applicable.

1.1.46 **Person.** Any association, corporation, governmental entity or Seller, individual, joint venture, joint-stock company, limited liability company, partnership, trust, unincorporated organization, or other entity of any kind.

1.1.47 **Preliminary Report.** The preliminary report issued by the Title Company in contemplation of issuance of the Buyer Title Policy, accompanied by the best available copies of all documents listed in Schedule B of the report as exceptions to coverage under the proposed policy of title insurance.

1.1.48 **Property.** Approximately 22 acres of certain real property generally located at the northeast corner of West Valley Boulevard and Meridian Avenue in the City of Colton, California consisting of six (6) contiguous and adjacent parcels (APNs 0162-281-04, 0162-281-14, 0162-281-34, 0162-281-52, 0162-281-56, and 0162-281-66), as more particularly described in Exhibit A attached to this Agreement.

1.1.49 **Purchase Price.** Four Million Six Hundred Thirty Thousand Dollars (\$4,630,000), which was determined to be the fair market value for the Property pursuant to an appraisal conducted by Smothers Appraisal, a copy of which is on file with the Seller.

1.1.50 **Seller.** The Successor Agency to the Redevelopment Agency for the City of Colton, a public body, corporate and politic.

1.1.51 **Seller Deed.** A grant deed conveying the Property from Seller to Buyer, at the Close of Escrow, substantially in the form of Exhibit B attached to this Agreement.

1.1.52 **Seller Parties.** Collectively, Seller and the officials, officers, employees, agents and volunteers of Seller.

1.1.53 **State.** The State of California.

1.1.54 **Third Person.** Any Person that is not a Party, an Affiliate of a Party or an elected official, officer, director, manager, shareholder, member, principal, partner, employee or agent of a Party.

1.1.55 **Title Company.** First American Title Insurance Company, or such other Person mutually agreed upon in writing by both Seller and Buyer.

1.1.56 **Title Notice.** A written notice from Buyer to Seller stating Buyer's acceptance of the state of the title to the Property, as described in the Preliminary Report for the Buyer Title Policy, or Buyer's disapproval or conditional approval of specific matters shown in Schedule B of such Preliminary Report as exceptions to coverage under the proposed Buyer Title Policy, describing in reasonable detail the actions that Buyer reasonably believes are indicated to obtain Buyer's unconditional approval of the state of the title to the Property.

1.1.57 **Title Notice Response.** The written response of Seller to the Title Notice, in which Seller either elects to: (a) cause the removal from the Preliminary Report for the Buyer Title Policy of any matters disapproved in the Title Notice; (b) obtain title or other insurance or endorsement in a form reasonably satisfactory to Buyer insuring against any matters disapproved or conditionally approved in the Title Notice; or (c) not take either action described in clause "(a)" or "(b)" of this Section 1.1.57.

1.1.58 **Title Notice Waiver.** A written notice from Buyer to Seller waiving Buyer's previous disapproval or conditional approval in the Title Notice of specific matters shown in Schedule B of the Preliminary Report for the Buyer Title Policy as exceptions to coverage under the proposed Buyer Title Policy.

1.1.59 **Unavoidable Delay.** A delay in either Party performing any obligation under this Agreement arising from or on account of any cause whatsoever beyond the Party's reasonable control, including strikes, labor troubles or other union activities, casualty, war, acts of terrorism, riots, litigation, governmental action or inaction, regional natural disasters, or inability to obtain materials. Unavoidable Delay shall not include delay caused by a Party's financial condition or insolvency.

2. **PROPERTY PURCHASE AND SALE.**

2.1 Purchase and Sale.

2.1.1 **Opening of Escrow.** Subject to all of the terms and conditions of this Agreement, Seller shall convey title to the Property to Buyer in consideration of Buyer paying the Purchase Price to Seller and Buyer's performance of Buyer's promises and covenants set forth in this Agreement. Buyer shall accept conveyance of title to the Property from Seller pursuant to the terms, conditions, covenants, and agreements set forth in this Agreement or the Seller Deed. For the purposes of exchanging documents to complete the conveyance of title to the Property from Seller to Buyer and the acquisition of title to the Property by Buyer from Seller, pursuant to the terms and conditions of this Agreement, Seller and Buyer agree to open the Escrow with the Escrow Agent. The provisions of Section 3 of this

Agreement are the joint escrow instructions of the Parties to the Escrow Agent for conducting the Escrow.

2.1.2 **Deposit.** Concurrent with its opening of the Escrow, Buyer shall deliver the Deposit to the Escrow Agent. Upon the Close of Escrow, the Deposit, and any interest that may be earned on the Deposit, shall be credited to Buyer towards the Purchase Price. The Deposit shall be refundable to Buyer, except upon the occurrence of an Event of Default prior to the Close of Escrow, in which case the Escrow Agent shall promptly pay the Deposit to Seller.

2.2 Independent Contract Consideration. Upon the Effective Date, Buyer shall deliver to Seller the sum of \$100.00 ("**Independent Contract Consideration**"), which amount has been bargained for and agreed to as adequate consideration for Buyer's right to purchase the Property with the right to terminate this Agreement during the Due Diligence Period and for Seller's execution, delivery and performance of this Agreement. The Independent Contract Consideration is in addition to and independent of all other consideration provided in this Agreement and is nonrefundable to Buyer in all events.

2.3 Buyer Approval of Title to Property.

2.3.1 **Title Notice.** After the Escrow Opening Date, Buyer shall request that Title Company prepare and deliver the Preliminary Report to both Seller and Buyer. Within thirty (30) days following Buyer's receipt of the Preliminary Report, but in all cases before the end of the Due Diligence Period, Buyer shall send the Title Notice to Seller.

2.3.2 **Failure to Deliver Title Notice.** If Buyer fails to send the Title Notice to Seller within the time period provided in Section 2.3.1, Buyer will be deemed to disapprove the status of title to the Property and refuse to accept conveyance of title to the Property and either Buyer or Seller shall have the right to cancel the Escrow and terminate this Agreement upon seven (7) calendar days advance Notice, in their respective sole and absolute discretion.

2.3.3 **Title Notice Response.** Within fifteen (15) days following Seller's receipt of the Title Notice (if any), Seller shall send the Title Notice Response to Buyer. If the Title Notice does not disapprove or conditionally approve any matter in the Preliminary Report or Buyer fails to deliver the Title Notice, Seller shall not be required to send the Title Notice Response. If Seller does not send the Title Notice Response, if necessary, within the time period provided in this Section 2.3.3, Seller shall be deemed to elect not to take any action in reference to the Title Notice. If Seller elects in the Title Notice Response to take any action in reference to the Title Notice, Seller shall complete such action, prior to the Close of Escrow or as otherwise specified in the Title Notice Response.

2.3.4 **Title Notice Waiver.** If Seller elects or is deemed to have elected not to address one or more matters set forth in the Title Notice to Buyer's reasonable satisfaction, then within ten (10) calendar days after the earlier of: (a) Buyer's receipt of Seller's Title Notice Response; or (b) the last date for Seller to deliver its Title Notice Response pursuant to Section 2.3.3, Buyer shall either: (i) refuse to accept the title to and conveyance of the Property, or (ii) waive its disapproval or conditional approval of all such matters set forth in the Title Notice by sending the Title Notice Waiver to Seller. Failure by Buyer to timely send

the Title Notice Waiver, where the Title Notice Response or Seller's failure to deliver the Title Notice Response results in Seller's election not to address one or more matters set forth in the Title Notice to Buyer's reasonable satisfaction, will be deemed Buyer's continued refusal to accept the title to and conveyance of the Property, in which case either Buyer or Seller shall have the right to cancel the Escrow and terminate this Agreement upon seven (7) calendar days advance Notice, in their respective sole and absolute discretion.

2.3.5 **No Termination Liability.** Any termination of this Agreement and cancellation of the Escrow pursuant to a right provided in this Section 2.3 shall be without liability to the other Party or any other Person. Termination shall be accomplished by delivery of a Notice of termination to both the other Party and the Escrow Agent at least seven (7) calendar days prior to the termination date. Following issuance of a Notice of termination of this Agreement pursuant to a right provided under this Section 2.3, the Parties and the Escrow Agent shall proceed pursuant to Section 3.12. Once a Notice of termination is given pursuant to this Section 2.3, delivery of a Title Notice or Title Notice Waiver shall have no force or effect and this Agreement shall terminate in accordance with the Notice of termination.

2.4 Buyer Due Diligence Investigations.

2.4.1 **Time and Expense.** Buyer shall complete all Due Diligence Investigations within the Due Diligence Period and shall conduct all Due Diligence Investigations at Buyer's sole cost and expense. Buyer obligation to purchase the Property is expressly conditioned on its approval, in its sole discretion, of the Property and all other matters concerning the Property including without limitation economic, financial, accounting, environmental and habitat matters relating to or affecting the Property or its value, and the physical and environmental condition of the Property.

2.4.2 **Right to Enter.** Seller licenses Buyer to enter the Property for the sole purpose of conducting the Due Diligence Investigations, subject to all of the terms and conditions of this Agreement. The license given in this Section 2.4.2 shall terminate with the termination of the Due Diligence Period. Any Due Diligence Investigations by Buyer shall not unreasonably disrupt any then existing use or occupancy of the Property.

2.4.3 **Limitations.** Buyer shall not conduct any intrusive or destructive testing on any portion of the Property, other than low volume soil samples, without Seller's prior written consent which shall not be unreasonably withheld. Buyer shall pay all of Buyer's vendors, inspectors, surveyors, consultants or agents engaged in any inspection or testing of the Property, such that no mechanics liens or similar liens for work performed are imposed upon the Property by any such Person. Following the conduct of any Due Diligence Investigations on the Property, Buyer shall restore the Property to substantially its condition prior to the conduct of such Due Diligence Investigations.

2.4.4 **Seller Delivery of Documents.** Seller shall deliver to Buyer for its review all data, correspondence, documents, agreements, waivers, notices, reports, and other records regarding the Property in Seller's possession within ten (10) days after the Effective Date.

2.4.5 **Indemnification of Seller.** The activities of Buyer or Buyer's agents directly or indirectly related to the Due Diligence Investigations shall be subject to Buyer's Indemnity obligations pursuant to Section 5.5.

2.4.6 **Due Diligence Completion Notice.** Buyer shall deliver a Due Diligence Completion Notice to Seller prior to the end of the Due Diligence Period. If Buyer does not unconditionally accept the condition of the Property by delivery of its Due Diligence Completion Notice stating such unconditional acceptance, prior to the end of the Due Diligence Period, Buyer shall be deemed to have rejected the condition of the Property and refused to accept conveyance of title to the Property. If the condition of the Property is rejected or deemed rejected by Buyer, then either Seller or Buyer shall have the right to cancel the Escrow and terminate this Agreement upon seven (7) calendar days advance Notice, in their respective sole and absolute discretion, without liability to the other Party or any other Person, by delivery of a Notice of termination to both the other Party and Escrow Agent, in which case the Parties and Escrow Agent shall proceed pursuant to Section 3.12.

2.4.7 **ALTA Survey.** Buyer shall obtain and deliver a completed ALTA Survey to Seller prior to the end of the Due Diligence Period, all at Buyer's sole cost and expense.

2.5 **"AS-IS" Acquisition.** The Close of Escrow shall evidence Buyer's unconditional and irrevocable acceptance of the Property in the Property's AS IS, WHERE IS, SUBJECT TO ALL FAULTS AND CONDITIONS AS OF THE CLOSE OF ESCROW, WITHOUT WARRANTY as to character, quality, performance, condition, title, physical condition, soil conditions, the presence or absence of fill, ocean or tidal impacts, shoring or bluff stability or support, subsurface support, zoning, land use restrictions, including any restrictions imposed by Incidental Take Permit No. TE49164B-0 and associated West Valley Habitat Conservation Plan, the availability or location of utilities or services, the location of any public infrastructure on or off of the Property (active, inactive or abandoned), the suitability of the Property for desired uses or the existence or absence of Hazardous Substances and with full knowledge of the physical condition of the Property, the nature of Seller's interest in and use of the Property, all laws applicable to the Property and any and all conditions, covenants, restrictions, encumbrances and all matters of record relating to the Property. The Close of Escrow shall also constitute Buyer's representation and warranty to Seller that: (a) Buyer has had ample opportunity to inspect and evaluate the Property and the feasibility of the uses and activities Buyer is entitled to conduct on the Property in accordance with this Agreement; (b) Buyer is experienced in real estate development or will retain professionals who are; (c) Buyer is relying entirely on Buyer's experience, expertise and its own inspection of the Property in its current state in proceeding with acquisition of the Property; (d) Buyer accepts the Property in its present condition; (e) to the extent that Buyer's own expertise with respect to any matter regarding the Property is insufficient to enable Buyer to reach an informed conclusion regarding such matter, Buyer has engaged the services of Persons qualified to advise Buyer with respect to such matters; (f) Buyer has received assurances acceptable to Buyer by means independent of Seller or Seller's agents of the truth of all facts material to Buyer's acquisition of the Property pursuant to this Agreement; and (g) the Property is being acquired by Buyer as a result of Buyer's own knowledge, inspection and investigation of the Property and not as a result of any representation made by Seller or Seller's agents relating to the condition of the Property. Seller

hereby expressly and specifically disclaims any express or implied warranties regarding the Property.

2.6 Release of Seller.

2.6.1 **Buyer Waiver and Release of Claims.** AT THE CLOSE OF ESCROW, BUYER WAIVES AND RELEASES SELLER AND ITS REPRESENTATIVES FROM ALL CLAIMS RELATING TO THE PHYSICAL OR TITLE CONDITION OF THE PROPERTY AS OF THE CLOSE OF ESCROW, WHETHER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, EXCEPT AS EXPRESSLY SET FORTH IN SECTION **Error! Reference source not found.** WITH RESPECT TO THE WAIVERS AND RELEASES CONTAINED IN THIS SECTION 2.6.1, BUYER WAIVES THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 AND ALL SIMILAR STATUTES, PROVISIONS OR PRINCIPLES OF LAW. CALIFORNIA CIVIL CODE SECTION 1542 PROVIDES:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Initials of Authorized
Buyer's Representative

3. **JOINT ESCROW INSTRUCTIONS**

3.1 Opening of Escrow; Escrow Instructions. The conveyance of title to the Property from Seller to Buyer shall take place through the Escrow to be administered by Escrow Agent. Buyer shall cause the Escrow to be opened within five (5) calendar days following Buyer's receipt of Notice of the occurrence of the Effective Date. Escrow Agent shall promptly confirm the Escrow Opening Date in writing to each of the Parties.

3.2 Escrow Instructions. This Section 3 constitutes the joint escrow instructions of the Parties to Escrow Agent for conduct of the Escrow for the conveyance of title to the Property, as contemplated by this Agreement. Buyer and Seller shall sign such further escrow instructions consistent with the provisions of this Agreement as may be reasonably requested by Escrow Agent. In the event of any conflict between the provisions of this Agreement and any further escrow instructions requested by Escrow Agent, the provisions of this Agreement shall control. Escrow Agent shall only proceed to close the Escrow after Escrow Agent receives approved Escrow Closing Statements from both Seller and Buyer.

3.3 Escrow Agent Authority. Seller and Buyer authorize Escrow Agent to:

3.3.1 **Charges.** Pay and charge Seller and Buyer for their respective shares of the applicable fees, taxes, charges and costs payable by either Seller or Buyer regarding the Escrow;

3.3.2 **Settlement/Closing Statements.** Release each Party's Escrow Closing Statement to the other Party;

3.3.3 **Document Recording.** File any documents delivered for recording through the Escrow with the office of the Recorder of the County for recordation in the official records of the County, pursuant to the joint instructions of the Parties; and

3.3.4 **Counterpart Documents.** Utilize documents signed by Seller or Buyer in counterparts, including attaching separate signature pages to one version of the same document.

3.4 **Buyer's Conditions Precedent to Close of Escrow.** Provided that the failure of any such condition to be satisfied is not due to a Default under this Agreement by Buyer, Buyer's obligation to accept conveyance of title to the Property from Seller through the Escrow shall be conditioned upon the satisfaction or waiver (waivers must be in writing and signed by Buyer) of each of the following conditions precedent prior to the Outside Closing Date:

3.4.1 **Title Policy.** Title Company is committed to issue the Buyer Title Policy to Buyer upon payment of Title Company's premium for such policy;

3.4.2 **Due Diligence.** Buyer timely delivers its Due Diligence Completion Notice to Seller stating Buyer's unconditional acceptance of the condition of the Property, in accordance with Section 2.4;

3.4.3 **Seller Escrow Deposits.** Seller deposits all of the items into Escrow required by Section 3.7; and

3.4.4 **Seller Pre-Closing Obligations.** Seller performs all of its material obligations required to be performed by Seller pursuant to this Agreement prior to the Close of Escrow.

3.5 **Seller Conditions Precedent to Close of Escrow.** Provided that the failure of any such condition to be satisfied is not due to a Default under this Agreement by Seller, Seller's obligation to convey title to the Property to Buyer through the Escrow shall be conditioned upon the satisfaction or waiver (waivers must be in writing and signed by Seller) of each of the following conditions precedent prior to the Outside Closing Date:

3.5.1 **Title.** Buyer accepts the state of the title to the Property, in accordance with Section 2.3;

3.5.2 **Due Diligence.** Buyer timely delivers its Due Diligence Completion Notice to both Seller and Escrow Agent stating Buyer's unconditional acceptance of the condition of the Property, in accordance with Section 2.4;

3.5.3 **Buyer Escrow Deposits.** Buyer deposits all of the items into Escrow required by Section 3.6;

3.5.4 **Buyer Pre-Closing Obligations.** Buyer performs all of its material obligations required to be performed by Buyer pursuant to this Agreement prior to Close of Escrow; and

3.5.5 **LRPMP.** The California Department of Finance has approved Seller's Long Range Property Management Plan or has authorized the sale of the Property from Seller to Buyer pursuant to this Agreement.

3.6 **Buyer's Escrow Deposits.** Buyer shall deposit the following items into Escrow and, concurrently, provide a copy of each document deposited into Escrow to Seller, at least one (1) Business Day prior to the Close of Escrow:

3.6.1 **Closing Funds.** All monetary amounts required to be deposited into Escrow by Buyer under the terms of this Agreement to close the Escrow, including the Purchase Price, all in immediately available funds;

3.6.2 **Certificate of Acceptance.** The Certificate of Acceptance attached to the Seller Deed signed by the authorized representative(s) of Buyer in recordable form;

3.6.3 **Escrow Closing Statement.** Buyer's Escrow Closing Statement signed by the authorized representative(s) of Buyer;

3.6.4 **Other Reasonable Items.** Any other documents or funds required to be delivered by Buyer under the terms of this Agreement or as otherwise reasonably requested by Escrow Agent or Title Company in order to close the Escrow that have not previously been delivered by Buyer.

3.7 **Seller's Escrow Deposits.** Seller shall deposit the following items into Escrow and, concurrently, provide a copy of each document deposited into Escrow to Buyer, at least one (1) Business Day prior to the Close of Escrow:

3.7.1 **Closing Funds.** All monetary amounts required to be deposited into Escrow by Seller under the terms of this Agreement to close the Escrow, all in immediately available funds;

3.7.2 **Seller Deed.** The Seller Deed signed by the authorized representative(s) of Seller in recordable form;

3.7.3 **Escrow Closing Statement.** Seller's Escrow Closing Statement signed by the authorized representative(s) of Seller;

3.7.4 **FIRPTA Affidavit.** A FIRPTA affidavit signed by the authorized representative(s) of Seller, in the customary form used by the Escrow Agent;

3.7.5 **Form 593.** A Form 593 signed by the authorized representative(s) of Seller; and

3.7.6 **Other Reasonable Items.** Any other documents or funds required to be delivered by Seller under the terms of this Agreement or as otherwise reasonably requested by Escrow Agent or Title Company in order to close the Escrow that have not been previously delivered by Seller.

3.8 Closing Procedure. When each of Buyer's Escrow deposits, as set forth in Section 3.6, and each of Seller's Escrow deposits, as set forth in Section 3.7, are deposited into Escrow, Escrow Agent shall request confirmation in writing from both Buyer and Seller that each of their respective conditions precedent to the Close of Escrow, as set forth in Sections 3.4 and 3.5, respectively, are satisfied or waived. Within three (3) Business Days after Escrow Agent receives written confirmation from both Seller and Buyer that each of their respective conditions precedent to the Close of Escrow are satisfied or waived, Escrow Agent shall close the Escrow by doing all of the following:

3.8.1 **Recordation and Distribution of Documents.** Escrow Agent shall cause the following documents to be filed with the office of the Recorder of the County for recording in the official records of the County in the following order of priority at Close of Escrow: (a) the Seller Deed, with Buyer's Certificate of Acceptance attached; and (b) any other documents to be recorded through Escrow upon the written joint instructions of the Parties. At Close of Escrow, Escrow Agent shall deliver conformed copies of all documents filed for recording in the official records of the County through the Escrow to Seller, Buyer and any other Person designated in the written joint escrow instructions of the Parties to receive an original or conformed copy of each such document. Each conformed copy of a document filed for recording shall show all recording information. The Parties intend and agree that this Section 3.8.1 shall establish the relative priorities of the documents to be recorded in the official records of the County through the Escrow, by providing for recordation of senior interests prior in order and time to junior interests, in the order provided in this Section 3.8.1;

3.8.2 **Distribution of Other Documents.** Escrow Agent shall deliver copies of all documents to be delivered through the Escrow that are not filed for recording to the Parties and any other Person designated in the written joint escrow instructions of the Parties to receive an original or copy of each such document.

3.8.3 **Funds.** Distribute all funds held by the Escrow Agent pursuant to the Escrow Closing Statements approved in writing by Seller and Buyer.

3.8.4 **FIRPTA Affidavit.** File the FIRPTA Affidavit with the United States Internal Revenue Service;

3.8.5 **Form 593.** File the Form 593 with the California Franchise Tax Board; and

3.8.6 **Title Policy.** Obtain and deliver to Buyer the Buyer Title Policy issued by the Title Company.

3.9 Close of Escrow. The Close of Escrow shall occur on or before the Outside Closing Date. The Parties may mutually agree to change the Outside Closing Date by joint written instruction to Escrow Agent. If for any reason (other than a Default or Event of Default by such Party) the Close of Escrow has not occurred on or before the Outside Closing Date, then any Party not then in Default under this Agreement may cancel the Escrow and terminate this Agreement upon seven (7) calendar days advance Notice, in their respective sole and absolute discretion, without liability to the other Party or any other Person for such cancellation and termination, by delivering Notice of termination to both the other Party and Escrow Agent. Following any such Notice of termination of this Agreement and cancellation of the Escrow, the

Parties and Escrow Agent shall proceed pursuant to Section 3.12. Without limiting the right of either Party to cancel the Escrow and terminate this Agreement, pursuant to this Section 3.9, if the Escrow does not close on or before the Outside Closing Date and neither Party has exercised its contractual right to cancel the Escrow and terminate this Agreement under this Section 3.9 before the first date on which Escrow Agent Notifies both Parties that Escrow is in a position to close in accordance with the terms and conditions of this Agreement, then the Escrow shall close as soon as reasonably possible following the first date on which Escrow Agent Notifies both Parties that Escrow is in a position to close in accordance with the terms and conditions of this Agreement.

3.10 Escrow Costs. Escrow Agent shall notify Buyer and Seller of the costs to be borne by each of them at the Close of Escrow by delivering an Escrow Closing Statement to each Seller and Buyer at least two (2) Business Days prior to the Close of Escrow. Seller and Buyer shall each pay one-half (1/2) of the premium charged by the Title Company for the basic Buyer Title Policy. Buyer shall be solely responsible for all costs of or premiums for issuance of any endorsements or other supplements to the coverage of the Buyer Title Policy that may be requested by Buyer. Seller and Buyer shall each pay one-half (1/2) of the fees and other costs that the Escrow Agent may charge for conducting the Escrow. Buyer shall pay any and all recording fees, documentary transfer taxes and any and all other charges, fees and taxes levied by a Government relative to the conveyance of the Property through the Escrow.

3.11 Escrow Cancellation Charges. If the Escrow fails to close due to Seller's Default under this Agreement, Seller shall pay all ordinary and reasonable Escrow and title order cancellation charges charged by Escrow Agent or Title Company, respectively. If the Escrow fails to close due to Buyer's Default under this Agreement, Buyer shall pay all ordinary and reasonable Escrow and title order cancellation charges charged by Escrow Agent or Title Company, respectively. If the Escrow fails to close for any reason other than the Default of either Buyer or Seller, Buyer and Seller shall each pay one-half (1/2) of any ordinary and reasonable Escrow and title order cancellation charges charged by Escrow Agent or Title Company, respectively.

3.12 Escrow Cancellation. If this Agreement is terminated pursuant to a contractual right granted to a Party in this Agreement to terminate this Agreement (other than due to an Event of Default by the other Party), the Parties shall do all of the following:

3.12.1 **Cancellation Instructions.** The Parties shall, within three (3) Business Days following Escrow Agent's written request, sign any reasonable Escrow cancellation instructions requested by Escrow Agent and deliver such signed Escrow cancellation instructions to Escrow Agent;

3.12.2 **Return of Funds and Documents.** Within ten (10) Business Days following receipt by the Parties of a settlement statement of Escrow and title order cancellation charges (if any) from Escrow Agent or within twenty (20) calendar days following Notice of Termination, whichever is earlier: (a) Buyer or Escrow Agent, respectively, shall return to Seller all documents previously delivered by Seller to Buyer or Escrow Agent regarding the Escrow; (b) Seller or Escrow Agent, respectively, shall return to Buyer all documents previously delivered by Buyer to Seller or Escrow Agent regarding the Escrow; (c) Escrow Agent shall, except as otherwise provided for in this Agreement, return to Buyer all funds deposited in Escrow by Buyer, less Buyer's share of customary and reasonable Escrow

and title order cancellation charges (if any) in accordance with Section 3.11; and (d) Escrow Agent shall, except as otherwise provided in this Agreement, return to Seller all funds deposited in Escrow by Seller, less Seller's share of customary and reasonable Escrow and title order cancellation charges (if any) in accordance with Section 3.11.

3.13 Report to IRS. After the Close of Escrow and prior to the last date on which such report is required to be filed with the Internal Revenue Service under applicable Federal law, if such report is required pursuant to Internal Revenue Code Section 6045(e), Escrow Agent shall report the gross proceeds of the conveyance of the Property pursuant to this Agreement to the Internal Revenue Service on Form 1099-B, W-9 or such other form(s) as may be specified by the Internal Revenue Service pursuant to Internal Revenue Code Section 6045(e). Concurrently with the filing of such reporting form with Internal Revenue Service, Escrow Agent shall deliver a copy of the filed form to both Seller and Buyer.

3.14 Condemnation. If Seller receives written notice that all or any portion of the Property or any interest in any portion of the Property becomes the subject of any eminent domain proceeding after the Effective Date and prior to Close of Escrow, including the filing of any notice of intended condemnation or proceedings in the nature of eminent domain commenced by any Government, Seller shall give Notice to Buyer of such occurrence. Buyer shall have the option to either: (a) proceed with the Close of Escrow, in which case this Agreement shall continue in full force and effect in accordance with its terms and at the Close of Escrow, Seller shall pay to Buyer any condemnation award attributable to the Property that is paid to Seller after the Effective Date and prior to the Close of Escrow or assign to Buyer any and all rights of Seller to receive any condemnation award attributable to the Property that is to be paid after the Close of Escrow; or (b) Buyer may terminate this Agreement by Notice to Seller thirty (30) calendar days in advance of the effective date of such termination.

4. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

4.1 Representations and Warranties by Buyer. Buyer makes the following representations, covenants and warranties as of the Effective Date and acknowledges that the execution of this Agreement by Seller is made in material reliance by Seller on such covenants, representations and warranties of Buyer:

4.1.1 Buyer has taken all requisite action and obtained all requisite consents in connection with entering into this Agreement, such that this Agreement is valid and enforceable against Buyer in accordance with its terms and each instrument to be executed by Buyer pursuant to or in connection with this Agreement will, when executed, be valid and enforceable against Buyer in accordance with its terms. No approval, consent, order or authorization of, or designation or declaration of any other person, is required in connection with the valid execution, delivery or performance of this Agreement by Buyer.

4.1.2 Buyer is aware of and acknowledges that building permits may not be issued on Delhi Sands Flower-loving Fly habitat until the City of Colton acquires approximately twenty (20) acres of Fly habitat for long-term conservation purposes.

4.1.3 Buyer is aware of and acknowledges that Buyer, and or any subsequent party responsible for development of Cal Med, may be subject to development

impact fees associated with implementation of the West Valley Habitat Management Plan and Incidental Take Permit No. TEA49164B-0.

4.1.4 If Buyer becomes aware of any act or circumstance that would change or render incorrect, in whole or in part, any representation or warranty made by Buyer under this Agreement, whether as of the date given or any time thereafter, whether or not such representation or warranty was based upon Buyer's knowledge and/or belief as of a certain date, Buyer will give immediate written notice of such changed fact or circumstance to Seller.

4.2 Representations and Warranties by Seller. Seller makes the following representations, covenants and warranties as of the Effective Date and acknowledges that the execution of this Agreement by Buyer is made in material reliance by Buyer on such covenants, representations and warranties of Seller:

4.2.1 To Seller's knowledge, Seller is not aware that the Property is in violation of any federal, state, county or municipal law, ordinance, order, regulation or other requirement.

4.2.2 To Seller's knowledge, there is no existing or threatened litigation or claims made related to the Property.

4.2.3 If Seller is in possession of any documents related to the Property which are being provided to Buyer, to Seller's knowledge those documents are true, correct and complete copies of what they purport to be.

4.2.4 Seller is not aware of any Hazardous Substances located on, under or about the Property.

5. **REMEDIES, INDEMNITY AND TERMINATION**

5.1 PRE-CLOSING LIQUIDATED DAMAGES TO SELLER. UPON THE OCCURRENCE OF AN EVENT OF DEFAULT BY BUYER UNDER THIS AGREEMENT PRIOR TO THE CLOSE OF ESCROW, SELLER MAY CANCEL THE ESCROW, PURSUANT TO SECTION 3.12, AND TERMINATE THIS AGREEMENT. UPON CANCELLATION OF THE ESCROW AND TERMINATION OF THIS AGREEMENT, SELLER SHALL BE RELIEVED OF ANY OBLIGATION OF SELLER UNDER THIS AGREEMENT TO SELL OR CONVEY THE PROPERTY TO BUYER. ANY SUCH ESCROW CANCELLATION AND TERMINATION OF THIS AGREEMENT SHALL BE WITHOUT ANY LIABILITY OF SELLER TO BUYER OR ANY OTHER PERSON ARISING FROM SUCH ACTION. SELLER AND BUYER ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT AND IMPRACTICAL TO ASCERTAIN THE AMOUNT OF DAMAGES THAT WOULD BE SUFFERED BY SELLER, IN THE EVENT OF A CANCELLATION OF THE ESCROW AND TERMINATION OF THIS AGREEMENT DUE TO THE OCCURRENCE OF AN EVENT OF DEFAULT BY BUYER UNDER THIS AGREEMENT, PRIOR TO THE CLOSE OF ESCROW. HAVING MADE DILIGENT BUT UNSUCCESSFUL ATTEMPTS TO ASCERTAIN THE ACTUAL DAMAGES SELLER WOULD SUFFER, IN THE EVENT OF A CANCELLATION OF THE ESCROW AND TERMINATION OF THIS AGREEMENT DUE TO THE OCCURRENCE OF AN EVENT OF DEFAULT BY BUYER UNDER THIS AGREEMENT PRIOR TO THE CLOSE OF

ESCROW, SELLER AND BUYER AGREE THAT A REASONABLE ESTIMATE OF SELLER'S DAMAGES IN SUCH EVENT IS THE AMOUNT OF THE DEPOSIT. THEREFORE, UPON THE CANCELLATION OF THE ESCROW AND TERMINATION OF THIS AGREEMENT BY SELLER DUE TO THE OCCURRENCE OF AN EVENT OF DEFAULT BY BUYER UNDER THIS AGREEMENT PRIOR TO THE CLOSE OF ESCROW, THE ESCROW AGENT SHALL IMMEDIATELY CANCEL THE ESCROW AND PROMPTLY DELIVER THE DEPOSIT TO SELLER. RECEIPT OF THE DEPOSIT SHALL BE SELLER'S SOLE AND EXCLUSIVE REMEDY UPON THE CANCELLATION OF THE ESCROW AND TERMINATION OF THIS AGREEMENT DUE TO THE OCCURRENCE OF AN EVENT OF DEFAULT BY BUYER UNDER THIS AGREEMENT, PRIOR TO THE CLOSE OF ESCROW.

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5.2 BUYER'S REMEDIES PRIOR TO CLOSE OF ESCROW.

5.2.1 **LIMITATION ON REMEDIES.** DURING THE CONTINUANCE OF AN EVENT OF DEFAULT BY SELLER UNDER THIS AGREEMENT PRIOR TO THE CLOSE OF ESCROW THAT PREVENTS BUYER FROM ACQUIRING TITLE TO THE PROPERTY, BUYER SHALL BE LIMITED TO THE REMEDY OF TERMINATION OF THIS AGREEMENT OR SPECIFIC PERFORMANCE. HOWEVER, THE REMEDY OF SPECIFIC PERFORMANCE SHALL ONLY BE AVAILABLE FOR AN EVENT OF DEFAULT CAUSED DIRECTLY BY THE SELLER AND NOT FOR MATTERS OUTSIDE OF THE SELLER'S CONTROL SUCH AS THE REQUIRED APPROVAL OF THIS AGREEMENT BY THE OVERSIGHT BOARD TO THE SELLER OR THE CALIFORNIA DEPARTMENT OF FINANCE. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE TO BUYER UNDER THIS AGREEMENT FOR COSTS OR ANY SPECULATIVE, CONSEQUENTIAL, COLLATERAL, SPECIAL, PUNITIVE OR INDIRECT DAMAGES OR FOR ANY LOSS OF PROFITS SUFFERED OR CLAIMED TO HAVE BEEN SUFFERED BY BUYER.

5.2.2 **WAIVER OF RIGHTS.** BUYER ACKNOWLEDGES AND AGREES THAT SELLER WOULD NOT HAVE ENTERED INTO THIS AGREEMENT IF SELLER WERE TO BE LIABLE TO BUYER FOR ANY MONETARY DAMAGES, MONETARY RECOVERY OR ANY OTHER REMEDY DURING THE CONTINUANCE OF AN EVENT OF DEFAULT UNDER THIS AGREEMENT BY SELLER PRIOR TO THE CLOSE OF ESCROW THAT PREVENTS BUYER FROM ACQUIRING TITLE TO THE PROPERTY, OTHER THAN TERMINATION OF THIS AGREEMENT (INCLUDING CANCELLATION OF THE ESCROW) OR SPECIFIC PERFORMANCE IN THE EVENT THE DEFAULT IS CAUSE DIRECTLY BY THE SELLER. ACCORDINGLY, SELLER AND BUYER AGREE THAT THE REMEDIES SPECIFICALLY PROVIDED FOR IN SECTION 5.2.1 ARE REASONABLE AND SHALL BE BUYER'S SOLE AND EXCLUSIVE RIGHTS AND REMEDIES DURING THE CONTINUANCE OF AN EVENT OF DEFAULT UNDER THIS AGREEMENT BY SELLER PRIOR TO THE CLOSE OF ESCROW THAT PREVENTS BUYER FROM ACQUIRING TITLE TO THE PROPERTY. BUYER WAIVES ANY RIGHT TO PURSUE ANY REMEDY OR DAMAGES OTHER THAN THOSE

SPECIFICALLY PROVIDED IN SECTION 5.2.1 REGARDING AN SELLER EVENT OF DEFAULT PRIOR TO THE CLOSE OF ESCROW THAT PREVENTS BUYER FROM ACQUIRING TITLE TO THE PROPERTY.

5.2.3 STATEMENT OF INTENT. CALIFORNIA CIVIL CODE SECTION 1542 NOTWITHSTANDING, IT IS THE INTENTION OF BUYER TO BE BOUND BY THE LIMITATION ON DAMAGES AND REMEDIES SET FORTH IN THIS SECTION 5.2, AND BUYER HEREBY RELEASES ANY AND ALL CLAIMS AGAINST SELLER FOR MONETARY DAMAGES, MONETARY RECOVERY OR OTHER LEGAL OR EQUITABLE RELIEF RELATED TO ANY EVENT OF DEFAULT UNDER THIS AGREEMENT PRIOR TO THE CLOSE OF ESCROW, WHETHER OR NOT ANY SUCH RELEASED CLAIMS WERE KNOWN OR UNKNOWN TO BUYER AS OF THE EFFECTIVE DATE OF THIS AGREEMENT.

5.2.4 CIVIL CODE SECTION 1542 WAIVER. BUYER ACKNOWLEDGES THE PROTECTIONS OF CIVIL CODE SECTION 1542 RELATIVE TO THE WAIVERS AND RELEASES CONTAINED IN THIS SECTION 5.2, WHICH CIVIL CODE SECTION READS AS FOLLOWS:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

5.2.5 ACKNOWLEDGMENT. BY INITIALING BELOW, BUYER KNOWINGLY AND VOLUNTARILY WAIVES THE PROVISIONS OF SECTION 1542 AND ALL OTHER STATUTES AND JUDICIAL DECISIONS (WHETHER STATE OR FEDERAL) OF SIMILAR EFFECT SOLELY IN CONNECTION WITH THE WAIVERS AND RELEASES CONTAINED IN THIS SECTION 5.2.

Initials of Authorized
Buyer Representative

5.3 Legal Actions. Either Party may institute legal action, at law or in equity, to enforce or interpret the rights or obligations of the Parties under this Agreement or recover damages, including reasonable attorney fees, subject to the provisions of Section 5.1.

5.4 Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties set forth in this Agreement are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by such Party, at the same or different times, of any other rights or remedies for the same Default or the same rights or remedies for any other Default by the other Party.

5.5 Indemnification.

5.5.1 Seller Indemnity Obligations. Seller shall Indemnify Buyer Parties against any Claim to the extent such Claim arises from any wrongful intentional act or negligence of Seller Parties, but only to the extent that Seller may be held liable under applicable law for such wrongful intentional act or negligence and exclusive of any violation of law (including the State Constitution) relating to Seller's approval, entry into or performance of this Agreement. Nothing in this Agreement is intended nor shall be interpreted to waive any limitation on Seller's liability, any exemption from liability in favor of Seller, any claim presentment requirement for bringing an action regarding any liability of Seller or any limitations period applicable to liability of Seller, all as set forth in Government Code Sections 800 *et seq.*, Sections 900 *et seq.*, or in any other Law, or require Seller to Indemnify any Person beyond such limitations on Seller's liability.

5.5.2 Buyer Indemnity Obligations. Buyer shall Indemnify Seller Parties against any Claim to the extent such Claim arises from: (a) any wrongful intentional act or negligence of Buyer Parties; (b) any Claims relating to Due Diligence Investigations; (c) any Application made by or at Buyer's request; (d) any agreements that Buyer (or anyone claiming by or through Buyer) makes with a Third Person regarding the Property; (e) any Claim arising from or related to the California Labor Code; or (f) any Environmental Claim regarding future projects on the Property unless such Environmental Claim arises from the acts of Seller Parties, the Property or attributable to any action or failure to act by Buyer Parties.

5.5.3 Survival of Indemnification and Defense Obligations. The indemnity and defense obligations of the Parties under this Agreement shall survive the expiration or earlier termination of this Agreement, until any and all actual or prospective Claims regarding any matter subject to an indemnity obligation under this Agreement are fully, finally, absolutely and completely barred by applicable statutes of limitations.

5.5.4 Indemnification Procedures. Wherever this Agreement requires any Indemnitor to Indemnify any Indemnitee:

(a) *Prompt Notice.* The Indemnitee shall promptly Notify the Indemnitor of any Claim.

(b) *Selection of Counsel.* The Indemnitor shall select counsel reasonably acceptable to the Indemnitee. Counsel to Indemnitor's insurance carrier that is providing coverage for a Claim shall be deemed reasonably satisfactory, except in the event of a potential or actual conflict of interest for such counsel regarding such representation or such counsel proves to be incompetent regarding such representation. Even though the Indemnitor shall defend the Claim, Indemnitee may, at Indemnitee's option and expense (except in a situation where the Indemnitor is defending Indemnitee under a reservation of rights, in which situation the Indemnitor shall pay for such separate counsel), engage separate counsel to advise it regarding the Claim and its defense. The Indemnitee's separate counsel may attend all proceedings and meetings. The Indemnitor's counsel shall actively consult with the Indemnitee's separate counsel.

(c) *Cooperation.* The Indemnitee shall reasonably cooperate with the Indemnitor's defense of the Indemnitee.

(d) *Settlement.* The Indemnitor may only settle a Claim with the consent of the Indemnitee. Any settlement shall procure a release of the Indemnitee from the subject Claims, shall not require the Indemnitee to make any payment to the claimant and shall provide that neither the Indemnitee nor the Indemnitor on behalf of Indemnitee admits any liability.

6. GENERAL PROVISIONS

6.1 Incorporation of Recitals. The Recitals of fact set forth preceding this Agreement are true and correct and are incorporated into this Agreement in their entirety by this reference.

6.2 Notices, Demands and Communications Between the Parties. Any and all Notices submitted by any Party to the other Party pursuant to or as required by this Agreement shall be proper, if in writing and sent by messenger for immediate personal delivery, nationally recognized overnight (one Business Day) courier (i.e., United Parcel Service, Federal Express, etc.) or by registered or certified United States mail, postage prepaid, return receipt requested, to the address of the recipient Party, as designated below in this Section 6.2. Notices may be sent in the same manner to such other addresses as either Party may from time to time designate by Notice in accordance with this Section 6.2. Notice shall be deemed received by the addressee, regardless of whether or when any return receipt is received by the sender or the date set forth on such return receipt, on the day that the Notice is sent by messenger for immediate personal delivery, one Business Day after delivery to a nationally recognized overnight carrier or two (2) calendar days after the Notice is placed in the United States mail in accordance with this Section 6.2. Any attorney representing a Party may give any Notice on behalf of such Party. The Notice addresses for the Parties, as of the Effective Date, are as follows:

To Buyer: California University of Science and Medicine
400 N. Pepper Ave., MOB, Suite 308
Colton, CA 92324
Attn: Dr. Dev A. GnanaDev, President

With Copy To: Fullerton, Lemann, Schaefer, & Dominick, LLP
215 North D Street, First Floor Suite 100
San Bernardino, CA 92401
Attn: Aric M. Davison, Esq.

To Seller: Successor Agency to the Redevelopment
Agency for the City of Colton
650 N. La Cadena Drive
Colton, CA 92324
Attention: Executive Director

With Copy to: Best Best & Krieger LLP
500 Capitol Mall, Suite 1700
Sacramento, CA 95814
Attn: Sigrid K. Asmundson

6.3 Relationship of Parties. The Parties each intend and agree that Seller and Buyer are independent contracting entities and do not intend by this Agreement to create any

partnership, joint venture, or similar business arrangement, relationship or association between them.

6.4 Calculation of Time Periods. Unless otherwise specified, all references to time periods in this Agreement measured in days shall be to consecutive calendar days, all references to time periods in this Agreement measured in months shall be to consecutive calendar months and all references to time periods in this Agreement measured in years shall be to consecutive calendar years. Any reference to Business Days in this Agreement shall mean consecutive Business Days.

6.5 Principles of Interpretation. No inference in favor of or against any Party shall be drawn from the fact that such Party has drafted any part of this Agreement. The Parties have both participated substantially in the negotiation, drafting and revision of this Agreement, with advice from legal and other counsel and advisers of their own selection. A word, term or phrase defined in the singular in this Agreement may be used in the plural, and vice versa, all in accordance with ordinary principles of English grammar, which shall govern all language in this Agreement. The words “include” and “including” in this Agreement shall be construed to be followed by the words: “without limitation.” Each collective noun in this Agreement shall be interpreted as if followed by the words “(or any part of it),” except where the context clearly requires otherwise. Every reference to any document, including this Agreement, refers to such document, as modified from time to time (excepting any modification that violates this Agreement), and includes all exhibits, schedules, addenda and riders to such document. The word “or” in this Agreement includes the word “and.” Every reference to a law, statute, regulation, order, form or similar governmental requirement refers to each such requirement as amended, modified, renumbered, superseded or succeeded, from time to time.

6.6 Governing Law. The procedural and substantive laws of the State shall govern the interpretation and enforcement of this Agreement, without application of conflicts of laws principles. The Parties acknowledge and agree that this Agreement is entered into, is to be fully performed in and relates to real property located in the County. All legal actions arising from this Agreement shall be filed in the Superior Court of the State in and for the County or in the United States District Court with jurisdiction in the County.

6.7 Parties to the Agreement. The Parties to this Agreement are Seller and Buyer. The City is not a Party to this Agreement.

6.8 Unavoidable Delay; Extension of Time of Performance.

6.8.1 **Notice.** Subject to any specific provisions of this Agreement stating that they are not subject to Unavoidable Delay or otherwise limiting or restricting the effects of an Unavoidable Delay (if any), performance by either Party under this Agreement shall not be deemed or considered to be in Default, where any such Default is due to the occurrence of an Unavoidable Delay. Any Party claiming an Unavoidable Delay shall Notify the other Party: (a) within twenty (20) days after such Party knows of any such Unavoidable Delay; and (b) within ten (10) days after such Unavoidable Delay ceases to exist. To be effective, any Notice of an Unavoidable Delay must describe the Unavoidable Delay in reasonable detail. The Party claiming an extension of time to perform due to an Unavoidable Delay shall exercise reasonable efforts to cure the condition causing the Unavoidable Delay, within a reasonable time.

6.9 Real Estate Commissions. Each Party: (a) represents and warrants that the Party did not engage or deal with any broker or finder in connection with this Agreement and no Person is entitled to any commission or finder's fee regarding this Agreement or conveyance of all or any portion of the Property from Seller to Buyer on account of any agreement or arrangement made by such Party; and (b) shall Indemnify the other Party against any breach of the representation and warranty set forth in clause "(a)" of this Section 6.9.

6.10 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any Person other than the Parties and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation of any Third Person to any Party or give any Third Person any right of subrogation or action over or against any Party.

6.11 Buyer Assumption of Risks of Legal Challenges. Buyer assumes the risk of delays or damages that may result to Buyer from any Third Person legal actions related to Seller's approval of this Agreement or any associated Approvals, unless caused by the error, omission or abuse of discretion by Seller. If a Third Person files a legal action regarding Seller's approval of this Agreement or any associated Approval (exclusive of legal actions alleging violation of Government Code Section 1090 by elected officials of Seller), Buyer shall have the option to either: (a) cancel the Escrow and terminate this Agreement, in which case the Parties and the Escrow Agent shall proceed in accordance with Section 3.12; or (b) Indemnify Seller against such Third Person legal action, including all Legal Costs, monetary awards, sanctions, attorney fee awards, expert witness and consulting fees, and the expenses of any and all financial or performance obligations resulting from the disposition of the legal action; provided, however, that option "(a)" under this Section 6.11 shall only be available to Buyer prior to the Close of Escrow. Should Buyer fail to Notify Seller of Buyer's election pursuant to this Section 6.11 at least fifteen (15) days before response to the legal action is required by Seller, Buyer shall be deemed to have elected to cancel the Escrow and terminate this Agreement pursuant to this Section 6.11. If Buyer is deemed to have elected to cancel the Escrow and terminate this Agreement pursuant to this Section 6.11 and Buyer does not send Notice of cancellation of the Escrow to Escrow Agent and Seller and Notice of termination of this Agreement to Seller within ten (10) calendar days following such event, then Seller shall have the right to terminate this Agreement and cancel the Escrow by sending Notice of cancellation of the Escrow to Escrow Agent and Buyer and Notice of termination of this Agreement to Buyer, without liability to Buyer or any other Person. Seller shall reasonably cooperate with Buyer in defense of Seller in any legal action subject to this Section 6.11, subject to Buyer performing Buyer's indemnity obligations for such legal action. Nothing contained in this Section 6.11 is intended to be nor shall be deemed or construed to be an express or implied admission that Seller may be liable to Buyer or any other Person for damages or other relief regarding any alleged or established failure of Seller to comply with any Law. Any legal action that is subject to this Section 6.11 (including any appeal periods and the pendency of any appeals) shall constitute an Unavoidable Delay and the time periods for performance by either Party under this Agreement may be extended pursuant to the provisions of this Agreement regarding Unavoidable Delay.

6.12 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.13 Entire Agreement. This Agreement integrates all of the terms, conditions and exhibits mentioned in this Agreement or incidental to this Agreement, and supersedes all negotiations or previous agreements between the Parties with respect to all or any portion of the Property.

6.14 Waivers and Amendments. All waivers of the provisions of this Agreement must be in writing and signed by the authorized representative(s) of the Party making the waiver. All amendments to this Agreement must be in writing and signed by the authorized representative(s) of both Seller and Buyer. Failure to insist on any one occasion upon strict compliance with any term, covenant, condition, restriction or agreement contained in this Agreement shall not be deemed a waiver of such term, covenant, condition, restriction or agreement, nor shall any waiver or relinquishment of any rights or powers under this Agreement, at any one time or more times, be deemed a waiver or relinquishment of such right or power at any other time or times.

6.15 Executive Director Authority. The Executive Director is hereby authorized by Seller to issue approvals, interpretations or waivers and enter into amendments to this Agreement on behalf of Seller. If any actions shall require the consideration and approval of Seller, then if the Executive Director determines, in his or her reasonable discretion, that such action is in compliance with this Agreement, the Executive Director shall diligently and expeditiously work to obtain such approvals. Nothing in this Section 6.15 shall restrict the submission to Seller of any matter within the Executive Director's authority under this Section 6.15, in the Executive Director's sole and absolute discretion, to obtain Seller authorization on such matter. The specific intent of this Section 6.15 is to authorize certain actions on behalf of Seller by the Executive Director, but not to require that such actions be taken by the Executive Director, without consideration by Seller.

6.16 Counterparts; Electronic Signatures. This Agreement may be signed in counterpart originals, each of which is deemed to be an original. Signatures delivered by facsimile or electronic means shall be binding as originals upon the Party so signing and delivering; provided, however, that original signature(s) of each Party shall be required for each document to be recorded.

[Signatures on following page]

**SIGNATURE PAGE
TO
REAL PROPERTY PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS
(Cal Med)**

IN WITNESS WHEREOF, the Parties have signed and entered into this Agreement by and through the signatures of their respective authorized representative(s) as follow:

SELLER:

SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY FOR THE
CITY OF COLTON, a public body, corporate
and politic

By: _____
Richard De La Rosa
Chairperson

Attest:

By: _____
Carolina R. Padilla
Secretary to the Board

Approved as to form:

BEST BEST & KRIEGER LLP

By: _____
General Counsel

BUYER:

CALIFORNIA UNIVERSITY OF SCIENCE
AND MEDICINE, a California non-profit
corporation

By: _____
Dr. Dev A. GnanaDev
President and CEO

By: _____
Dr. Prem Reddy
Chairman of the Board

Approved as to form:

FULLERTON, LEMANN, SCHAEFER, &
DOMINICK, LLP

By: _____
General Counsel

**EXHIBIT A
TO
REAL PROPERTY PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS
(Cal Med)**

PROPERTY LEGAL DESCRIPTION

[Attached behind this cover page]

Exhibit A

PROPERTY LEGAL DESCRIPTIONS

APN: 0162-281-14

A PORTION OF THE NORTH ONE-HALF OF THE SOUTH ONE-HALF OF GOVERNMENT LOT 2, SECTION 19, TOWNSHIP 1 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID NORTH ONE-HALF OF THE SOUTH ONE-HALF WHICH IS SOUTH 89° 59' EAST, 660 FEET FROM THE SOUTHWEST CORNER THEREC

THEN SOUTH 89° 59' EAST, 506.38 FEET ALONG SAID SOUTH LINE TO THE WEST LINE C HERMOSA AVENUE;
THEN NORTH 0° 34' EAST, 75 FEET ALONG SAID WEST LINE;
THEN NORTH 89° 59' WEST, 507.78 FEET;
THEN SOUTH 0° 30' EAST, 75 FEET TO THE POINT OF BEGINNING.

APN: 0162-281-04

THE SOUTH ONE-HALF OF THE WEST ONE-HALF OF THE NORTH ONE-HALF OF GOVERNMENT LOT 2, SECTION 19, TOWNSHIP 1 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT C SAID LAND.

EXCEPT THEREFROM THAT PORTION CONVEYED TO THE CITY OF COLTON BY DEED RECORDED NOVEMBER 3, 1997 AS INSTRUMENT NO. 97-403988 OF OFFICIAL RECORDS.

APN: 0162-281-34

THE NORTH ONE-HALF OF THE SOUTH ONE-HALF OF GOVERNMENT LOT 2, SECTION 19, TOWNSHIP 1 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF COLTON, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT C SAID LAND.

EXCEPTING THEREFROM THE EAST 660 FEET.

ALSO EXCEPT THEREFROM THAT PORTION CONVEYED TO THE CITY OF COLTON BY DEED RECORDED NOVEMBER 3, 1997 AS INSTRUMENT NO. 97-403988 OF OFFICIAL RECORDS.

APN: 0162-281-52

THE WEST 220 FEET OF THE NORTH ONE-HALF OF THE WEST ONE-HALF OF THE NORTH ONE-HALF OF GOVERNMENT LOT 2, SECTION 19, TOWNSHIP 1 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THEREFROM THAT PORTION CONVEYED TO THE CITY OF COLTON, A MUNICIPAL CORPORATION BY DEED RECORDED NOVEMBER 3, 1997 AS INSTRUMENT NO. 97-403987 OF OFFICIAL RECORDS.

APN: 0162-281-66

PARCEL 1 OF PARCEL MAP NO. 6233, IN THE CITY OF COLTON, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 57 OF PARCEL MAPS, PAGES 34 AND 35, RECORDS OF SAID COUNTY.

TOGETHER WITH THAT PORTION OF COLTON AVENUE, VACATED BY RESOLUTION NO. R-21-88, CITY OF COLTON, RECORDED MARCH 29, 1989, INSTRUMENT NO. 89-110987, OFFICIAL RECORDS, ADJOINING SAID LAND ON THE SOUTH, WHICH WOULD NORMALLY PASS BY OPERATION OF LAW.

EXCEPT THEREFROM ALL THAT PORTION THEREOF CONVEYED TO THE CITY OF COLTON, A MUNICIPAL CORPORATION, BY GRANT DEED RECORDED NOVEMBER 3, 1997, INSTRUMENT NO. 97-403983, OFFICIAL RECORDS.

PROPERTY LEGAL DESCRIPTIONS - continued

APN: 0162-281-56

ALL THAT PORTION OF GOVERNMENT LOT 3, SECTION 19, TOWNSHIP 1 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF COLTON, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 3 IN THE CENTER OF MERIDIAN AVENUE, SO-CALLED; THENCE EASTERLY ALONG THE NORTH LINE OF GOVERNMENT LOT 3, A DISTANCE OF 784.59 FEET; THENCE SOUTH 3 DEG. 19' 40" WEST (RECORDED SOUTH 3 DEG. 21' 45" WEST), PARALLEL TO THE WEST LINE OF HERMOSA AVENUE, SO-CALLED, AND ALONG THE WEST LINE OF THE LAND CONVEYED TO AL MARTIN, ET UX, BY DEED RECORDED AUGUST 3, 1961, IN BOOK 5500, PAGE 325, OFFICIAL RECORDS, 462.33 FEET TO THE SOUTHWEST CORNER OF THE LAND SO CONVEYED TO MARTIN; THENCE ALONG A SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF THE LAND SO CONVEYED TO MARTIN, 48.76 FEET TO THE SOUTHEAST CORNER OF THE LAND DESCRIBED IN THE DEED TO B. WESLEY VAUGHAN, ET AL, RECORDED APRIL 25, 1963, IN BOOK 5896, PAGE 604, OFFICIAL RECORDS; THENCE ALONG THE SOUTHERLY LINE OF THE LAND SO CONVEYED TO B. WESLEY VAUGHAN, ET AL, BEING THE SOUTHERLY LINE OF A VACATED PORTION OF VALLEY BOULEVARD, SO-CALLED, AS FOLLOWS: NORTH 85 DEG. 40' 27" WEST, A DISTANCE OF 217.68 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 5000 FEET; THENCE WESTERLY ALONG SAID CURVE, A DISTANCE OF 73.88 FEET THROUGH AN ANGLE OF 0 DEG. 50' 48" TO A POINT OF REVERSE CURVE, A RADIAL LINE OF SAID REVERSE CURVE THROUGH SAID POINT BEARS SOUTH 3 DEG. 28' 45" WEST; THENCE WESTERLY A DISTANCE OF 423.50 FEET ALONG A REVERSE CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 4945 FEET THROUGH AN ANGLE OF 4 DEG. 54' 25"; THENCE NORTHERLY A DISTANCE OF 28.71 FEET ALONG A COMPOUND CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 20 FEET, THROUGH AN ANGLE OF 82 DEG. 16' 40"; THENCE TANGENT TO SAID CURVE NORTH 0 DEG. 38' 50" EAST ALONG A LINE WHICH IS PARALLEL WITH AND MEASURED AT RIGHT ANGLES, IS 33 FEET EAST OF THE CENTER OF SAID MERIDIAN AVENUE, A DISTANCE OF 28 FEET TO A POINT IN THE NORTH LINE OF LAND CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED JULY 23, 1937, IN BOOK 1221, PAGE 152, OFFICIAL RECORDS, SAID POINT BEING THE NORTHWESTERLY CORNER OF THE LAND CONVEYED TO B. WESLEY VAUGHAN, ET AL,

RECORDED IN BOOK 5896, PAGE 604, OFFICIAL RECORDS; THENCE WESTERLY AND ALONG THE NORTHERLY LINE OF THE LAND SO CONVEYED TO THE STATE OF CALIFORNIA ON A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 4900 FEET, A DISTANCE OF 33.44 FEET TO THE WEST LINE OF GOVERNMENT LOT 3 IN THE CENTER OF MERIDIAN AVENUE, SO-CALLED; THENCE NORTH 0 DEG. 38' 50" EAST ALONG THE WEST LINE OF LOT 3 TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION OF GOVERNMENT LOT 3, SECTION 19, TOWNSHIP 1 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED AUGUST 21, 1876 IN THE DISTRICT LAND OFFICE, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 3 IN THE CENTER OF MERIDIAN AVENUE, SO-CALLED; THENCE EASTERLY ALONG THE NORTH LINE OF GOVERNMENT LOT 3, A DISTANCE OF 584.59 FEET FOR THE TRUE POINT OF BEGINNING; THENCE CONTINUING EAST ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 200 FEET; THENCE SOUTH 3 DEG. 19' 40" WEST (RECORDED SOUTH 3 DEG. 21' 45" WEST), PARALLEL TO THE WEST LINE OF HERMOSA AVENUE, SO-CALLED, AND ALONG THE WEST LINE OF THE LAND CONVEYED TO AL MARTIN, ET UX, BY DEED RECORDED AUGUST 3, 1961, IN BOOK 5500, PAGE 325, OFFICIAL RECORDS, 462.33 FEET TO THE SOUTHWEST CORNER OF THE LAND SO CONVEYED TO MARTIN; THENCE ALONG A SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF THE LAND SO CONVEYED TO MARTIN, 48.76 FEET TO THE SOUTHEAST CORNER OF THE LAND DESCRIBED IN THE DEED TO B. WESLEY VAUGHAN, ET AL, RECORDED APRIL 25, 1963, IN BOOK 5896, PAGE 604, OFFICIAL RECORDS; THENCE ALONG THE SOUTHERLY LINE OF THE LAND SO CONVEYED TO B. WESLEY VAUGHAN, ET AL, BEING THE SOUTHERLY LINE OF THE VACATED PORTION OF VALLEY BOULEVARD, SO-CALLED, AS FOLLOWS: NORTH 85 DEG. 40' 27" WEST, A DISTANCE OF 200 FEET, MORE OR LESS, TO A POINT WHICH BEARS SOUTH 3 DEG. 19' 40" WEST FROM THE POINT OF BEGINNING; THENCE NORTH 3 DEG. 19' 40" EAST TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF COLTON AVENUE, VACATED BY RESOLUTION NO. R-21-88, CITY OF COLTON, RECORDED MARCH 29, 1989, INSTRUMENT NO. 89-110987, OFFICIAL RECORDS, ADJOINING SAID LAND ON THE NORTH, WHICH WOULD NORMALLY PASS BY OPERATION OF LAW.

**EXHIBIT B
TO
REAL PROPERTY PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS
(Cal Med)**

SELLER DEED

[Attached behind this cover page]

Exhibit B

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

California University of Science and Medicine
c/o Fullerton, Lemann, Schaefer, & Dominick,
LLP
215 North D Street, First Floor Suite 100
San Bernardino, CA 92401
Attn: Aric M. Davison, Esq.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APNS: 0162-281-04, 14, 34, 52, 56 AND 66

**GRANT DEED
(Cal Med)**

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

**SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY FOR THE
CITY OF COLTON**, a public body, corporate and politic ("**Grantor**"),

does hereby grant to

CALIFORNIA UNIVERSITY OF SCIENCE AND MEDICINE, a California non-
profit corporation ("**Grantee**"),

that certain real property in the City of Colton, County of San Bernardino, State of
California, specifically described in Exhibit "1" attached to this Grant Deed ("**Property**") and
made a part of this Grant Deed by this reference.

Dated: _____

SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY FOR THE
CITY OF COLTON, a public body,
corporate and politic

By: _____
Richard De La Rosa
Chairperson

EXHIBIT "1"
TO
GRANT DEED
(Cal Med)

Property Legal Description

PROPERTY LEGAL DESCRIPTIONS

APN: 0162-281-14

A PORTION OF THE NORTH ONE-HALF OF THE SOUTH ONE-HALF OF GOVERNMENT LOT 2, SECTION 19, TOWNSHIP 1 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID NORTH ONE-HALF OF THE SOUTH ONE-HALF WHICH IS SOUTH 89° 59' EAST, 660 FEET FROM THE SOUTHWEST CORNER THEREC

THENCE SOUTH 89° 59' EAST, 506.38 FEET ALONG SAID SOUTH LINE TO THE WEST LINE C HERMOSA AVENUE;

THENCE NORTH 0° 34' EAST, 75 FEET ALONG SAID WEST LINE;

THENCE NORTH 89° 59' WEST, 507.78 FEET;

THENCE SOUTH 0° 30' EAST, 75 FEET TO THE POINT OF BEGINNING.

APN: 0162-281-04

THE SOUTH ONE-HALF OF THE WEST ONE-HALF OF THE NORTH ONE-HALF OF GOVERNMENT LOT 2, SECTION 19, TOWNSHIP 1 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT C SAID LAND.

EXCEPT THEREFROM THAT PORTION CONVEYED TO THE CITY OF COLTON BY DEED RECORDED NOVEMBER 3, 1997 AS INSTRUMENT NO. 97-403988 OF OFFICIAL RECORDS.

APN: 0162-281-34

THE NORTH ONE-HALF OF THE SOUTH ONE-HALF OF GOVERNMENT LOT 2, SECTION 19, TOWNSHIP 1 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE CITY OF COLTON, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT C SAID LAND.

EXCEPTING THEREFROM THE EAST 660 FEET.

ALSO EXCEPT THEREFROM THAT PORTION CONVEYED TO THE CITY OF COLTON BY DEED RECORDED NOVEMBER 3, 1997 AS INSTRUMENT NO. 97-403988 OF OFFICIAL RECORDS.

APN: 0162-281-52

THE WEST 220 FEET OF THE NORTH ONE-HALF OF THE WEST ONE-HALF OF THE NORTH ONE-HALF OF GOVERNMENT LOT 2, SECTION 19, TOWNSHIP 1 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPT THEREFROM THAT PORTION CONVEYED TO THE CITY OF COLTON, A MUNICIPAL CORPORATION BY DEED RECORDED NOVEMBER 3, 1997 AS INSTRUMENT NO. 97-403987 OF OFFICIAL RECORDS.

APN: 0162-281-66

PARCEL 1 OF PARCEL MAP NO. 6233, IN THE CITY OF COLTON, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 57 OF PARCEL MAPS, PAGES 34 AND 35, RECORDS OF SAID COUNTY.

TOGETHER WITH THAT PORTION OF COLTON AVENUE, VACATED BY RESOLUTION NO. R-21-88, CITY OF COLTON, RECORDED MARCH 29, 1989, INSTRUMENT NO. 89-110987, OFFICIAL RECORDS, ADJOINING SAID LAND ON THE SOUTH, WHICH WOULD NORMALLY PASS BY OPERATION OF LAW.

EXCEPT THEREFROM ALL THAT PORTION THEREOF CONVEYED TO THE CITY OF COLTON, A MUNICIPAL CORPORATION, BY GRANT DEED RECORDED NOVEMBER 3, 1997, INSTRUMENT NO. 97-403983, OFFICIAL RECORDS.

PROPERTY LEGAL DESCRIPTIONS - continued

APN: 0162-281-56

ALL THAT PORTION OF GOVERNMENT LOT 3, SECTION 19, TOWNSHIP 1 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF COLTON, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 3 IN THE CENTER OF MERIDIAN AVENUE, SO-CALLED; THENCE EASTERLY ALONG THE NORTH LINE OF GOVERNMENT LOT 3, A DISTANCE OF 784.59 FEET; THENCE SOUTH 3 DEG. 19' 40" WEST (RECORDED SOUTH 3 DEG. 21' 45" WEST), PARALLEL TO THE WEST LINE OF HERMOSA AVENUE, SO-CALLED, AND ALONG THE WEST LINE OF THE LAND CONVEYED TO AL MARTIN, ET UX, BY DEED RECORDED AUGUST 3, 1961, IN BOOK 5500, PAGE 325, OFFICIAL RECORDS, 462.33 FEET TO THE SOUTHWEST CORNER OF THE LAND SO CONVEYED TO MARTIN; THENCE ALONG A SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF THE LAND SO CONVEYED TO MARTIN, 48.76 FEET TO THE SOUTHEAST CORNER OF THE LAND DESCRIBED IN THE DEED TO B. WESLEY VAUGHAN, ET AL, RECORDED APRIL 25, 1963, IN BOOK 5896, PAGE 604, OFFICIAL RECORDS; THENCE ALONG THE SOUTHERLY LINE OF THE LAND SO CONVEYED TO B. WESLEY VAUGHAN, ET AL, BEING THE SOUTHERLY LINE OF A VACATED PORTION OF VALLEY BOULEVARD, SO-CALLED, AS FOLLOWS: NORTH 85 DEG. 40' 27" WEST, A DISTANCE OF 217.68 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 5000 FEET; THENCE WESTERLY ALONG SAID CURVE, A DISTANCE OF 73.88 FEET THROUGH AN ANGLE OF 0 DEG. 50' 48" TO A POINT OF REVERSE CURVE, A RADIAL LINE OF SAID REVERSE CURVE THROUGH SAID POINT BEARS SOUTH 3 DEG. 28' 45" WEST; THENCE WESTERLY A DISTANCE OF 423.50 FEET ALONG A REVERSE CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 4945 FEET THROUGH AN ANGLE OF 4 DEG. 54' 25"; THENCE NORTHERLY A DISTANCE OF 28.71 FEET ALONG A COMPOUND CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 20 FEET, THROUGH AN ANGLE OF 82 DEG. 16' 40"; THENCE TANGENT TO SAID CURVE NORTH 0 DEG. 38' 50" EAST ALONG A LINE WHICH IS PARALLEL WITH AND MEASURED AT RIGHT ANGLES, IS 33 FEET EAST OF THE CENTER OF SAID MERIDIAN AVENUE, A DISTANCE OF 28 FEET TO A POINT IN THE NORTH LINE OF LAND CONVEYED TO THE STATE OF CALIFORNIA BY DEED RECORDED JULY 23, 1937, IN BOOK 1221, PAGE 152, OFFICIAL RECORDS, SAID POINT BEING THE NORTHWESTERLY CORNER OF THE LAND CONVEYED TO B. WESLEY VAUGHAN, ET AL,

RECORDED IN BOOK 5896, PAGE 604, OFFICIAL RECORDS; THENCE WESTERLY AND ALONG THE NORTHERLY LINE OF THE LAND SO CONVEYED TO THE STATE OF CALIFORNIA ON A CURVE CONCAVE TO THE NORTH AND HAVING A RADIUS OF 4900 FEET, A DISTANCE OF 33.44 FEET TO THE WEST LINE OF GOVERNMENT LOT 3 IN THE CENTER OF MERIDIAN AVENUE, SO-CALLED; THENCE NORTH 0 DEG. 38' 50" EAST ALONG THE WEST LINE OF LOT 3 TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION OF GOVERNMENT LOT 3, SECTION 19, TOWNSHIP 1 SOUTH, RANGE 4 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND FILED AUGUST 21, 1876 IN THE DISTRICT LAND OFFICE, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 3 IN THE CENTER OF MERIDIAN AVENUE, SO-CALLED; THENCE EASTERLY ALONG THE NORTH LINE OF GOVERNMENT LOT 3, A DISTANCE OF 584.59 FEET FOR THE TRUE POINT OF BEGINNING; THENCE CONTINUING EAST ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 200 FEET; THENCE SOUTH 3 DEG. 19' 40" WEST (RECORDED SOUTH 3 DEG. 21' 45" WEST), PARALLEL TO THE WEST LINE OF HERMOSA AVENUE, SO-CALLED, AND ALONG THE WEST LINE OF THE LAND CONVEYED TO AL MARTIN, ET UX, BY DEED RECORDED AUGUST 3, 1961, IN BOOK 5500, PAGE 325, OFFICIAL RECORDS, 462.33 FEET TO THE SOUTHWEST CORNER OF THE LAND SO CONVEYED TO MARTIN; THENCE ALONG A SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF THE LAND SO CONVEYED TO MARTIN, 48.76 FEET TO THE SOUTHEAST CORNER OF THE LAND DESCRIBED IN THE DEED TO B. WESLEY VAUGHAN, ET AL, RECORDED APRIL 25, 1963, IN BOOK 5896, PAGE 604, OFFICIAL RECORDS; THENCE ALONG THE SOUTHERLY LINE OF THE LAND SO CONVEYED TO B. WESLEY VAUGHAN, ET AL, BEING THE SOUTHERLY LINE OF THE VACATED PORTION OF VALLEY BOULEVARD, SO-CALLED, AS FOLLOWS: NORTH 85 DEG. 40' 27" WEST, A DISTANCE OF 200 FEET, MORE OR LESS, TO A POINT WHICH BEARS SOUTH 3 DEG. 19' 40" WEST FROM THE POINT OF BEGINNING; THENCE NORTH 3 DEG. 19' 40" EAST TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF COLTON AVENUE, VACATED BY RESOLUTION NO. R-21-88, CITY OF COLTON, RECORDED MARCH 29, 1989, INSTRUMENT NO. 89-110987, OFFICIAL RECORDS, ADJOINING SAID LAND ON THE NORTH, WHICH WOULD NORMALLY PASS BY OPERATION OF LAW.

CERTIFICATE OF ACCEPTANCE OF GRANT DEED

This is to certify that the interest in real property conveyed by the foregoing Grant Deed from the **SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY FOR THE CITY OF COLTON**, a public body, corporate and politic, to **CALIFORNIA UNIVERSITY OF SCIENCE AND MEDICINE**, a California non-profit corporation, is hereby accepted by the undersigned, who consents to the recordation of such Grant Deed in the official records of the County of San Bernardino, California.

CALIFORNIA UNIVERSITY OF SCIENCE AND MEDICINE,
a California non-profit corporation

By: _____
Dr. Dev A. GnanaDev
President and CEO

By: _____
Dr. Prem Reddy
Chairman of the Board

CERTIFICATION

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STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) ss.
CITY OF COLTON)

I, CAROLINA R. PADILLA, Secretary of the Successor Agency to the Redevelopment Agency for the City of Colton, do hereby certify that the foregoing Resolution No. SAR-05-15 was duly and regularly adopted by the Successor Agency to the Redevelopment Agency for the City of Colton at a regular meeting thereof on the 26th day of February, 2015 and that the same was passed and adopted by the following vote, to wit:

AYES:	MEMBERS	Toro, Jorrin, Navarro, Gonzalez, Bennett, Suchil and Chairperson DeLaRosa
NOES:	MEMBERS	None
ABSENT:	MEMBERS	None
ABSTAIN:	MEMBERS	None

Carolina R. Padilla, Secretary
of the Successor Agency to
the Redevelopment Agency for the
City of Colton

(SEAL)