

PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS

This PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (the “**Agreement**”) is entered into as of the date the last of the parties hereto signs this Agreement (the “**Effective Date**”) by and between San Bernardino County Flood Control District (“**SELLER**”) and Auburn Travel Center, LLC (“**BUYER**”).

RECITALS

- A. SELLER is the owner of the fee simple interest in that certain real property, comprising approximately 1.93 acres located on the south side of Auburn Avenue, east of U.S. Highway 395 in the City of Adelanto, which is commonly known as Assessor’s Parcel Number (APN) 0459-053-55-0000 (“FCD Parcel”).
- B. BUYER desires to purchase two separate portions of the FCD Parcel, consisting of a portion containing approximately 9,790 square feet and a portion containing approximately 343 square feet for a total of approximately 10,133 square feet, as such portions are more particularly described in Exhibit “A” and depicted in Exhibit “B”, each of which are attached hereto and incorporated herein by reference (collectively, the “FCD Property”).
- C. BUYER owns certain real property, commonly known as APN 0459-053-56-0000, which is located adjacent to the FCD Property (“Buyer Property”).
- D. SELLER desires to acquire an access and maintenance easement over a portion of the Buyer Property comprising approximately 217.43 square feet, as more particularly described in Exhibit “C” and depicted in Exhibit “D”, each of which are attached hereto and incorporated herein by reference (“Easement Area”).
- E. SELLER agrees to sell the FCD Property to BUYER subject to receiving an easement grant from the BUYER for the Easement Area and BUYER agrees to buy the FCD Property from SELLER and grant an easement to the SELLER for the Easement Area on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and the terms and conditions of this Agreement, the SELLER and BUYER hereby agree as follows:

Section 1. Recitals.

The recitals set forth above are true and correct and incorporated herein by this reference.

Section 2. Purchase and Sale of FCD Property and Grant of Easement for Easement Area.

Subject to all of the terms, conditions and provisions of this Agreement, and for the consideration set forth below, (i) SELLER hereby agrees to sell, convey and transfer to BUYER and BUYER hereby agrees to acquire all of the right, title and interest of SELLER in and to the FCD Property by Grant Deed and (ii) BUYER agrees to grant an easement to SELLER for the Easement Area (collectively, the “Transaction”).

Section 3. Consideration.

(a) As a condition to the Parties' performance hereunder, (i) BUYER shall pay to SELLER total consideration for the FCD Property in the amount of NINE THOUSAND EIGHT HUNDRED NINETY AND 00/100 DOLLARS (\$9,890.00) ("FCD Property Purchase Price"), and (ii) SELLER shall pay to BUYER total consideration for Easement Area in the amount of THREE HUNDRED FIFTY NINE AND 00/100 DOLLARS (\$359.00) ("Easement Area Purchase Price") with BUYER to pay SELLER a net purchase price for the Transaction of NINE THOUSAND FIVE HUNDRED THIRTY-ONE AND 00/100 DOLLARS (\$9,531.00) ("**Net Purchase Price**"), which shall be deposited with the Escrow Holder in accordance with this Agreement, plus BUYER shall pay all of SELLER's administrative cost ("Administrative Costs") incurred in processing this Transaction, which is currently estimated to be (but not limited to) Twenty Thousand and 00/100 Dollars (\$20,000.00). The total administration costs shall be totaled prior to the Close of Escrow and shall be paid by BUYER at Closing.

(b) Independent Consideration Payment. Within fifteen (15) business days after the Escrow Opening Date, BUYER shall deliver to SELLER the sum of One Hundred and 00/100 Dollars (\$100.00) (the "**Independent Consideration Payment**"), as independent consideration for BUYER's right to purchase the Property and to terminate this Agreement on or prior to the expiration of the Due Diligence Period and for SELLER's execution, delivery, and performance of this Agreement. The Independent Consideration Payment is non-refundable, not applicable to the Net Purchase Price, and shall be retained by SELLER notwithstanding any other provision of this Agreement.

Section 4. Opening of Escrow.

(a) All expenses incurred in the transfer of title to the FCD Property, including but not limited to escrow, Title Policy for the FCD Property (if desired by BUYER), documentary stamps and recording fees for this Transaction are to be paid by BUYER at its sole cost and expense.

(b) The transfer and sale of FCD Property and the easement grant for the Easement Area shall take place through escrow (the "Escrow"), and such Escrow shall be administered by Chicago Title ("Escrow Holder"). The Escrow for the FCD Property shall be deemed open ("Opening of Escrow") upon the receipt by the Escrow Holder of a copy of this Agreement executed by SELLER and BUYER. Notwithstanding the foregoing, SELLER shall deliver the fully executed Agreement to the Escrow Holder within seven (7) business days after the Effective Date. The date of Opening of Escrow shall be memorialized by Escrow Holder in writing and delivered to the parties.

Section 5. Due Diligence Period

(a) As used in this Agreement, the term "**Due Diligence Period**" shall refer to a period of time to expire at 5:00 p.m., Pacific Time, on the date which is thirty (30) business days from the Opening of Escrow to allow the BUYER the opportunity to investigate the condition and suitability of the FCD Property for BUYER's intended use. In the event BUYER finds the FCD Property unsatisfactory for any reason, at its sole discretion, BUYER shall notify SELLER and Escrow Holder in writing on or prior to the expiration of the Due Diligence Period and, thereafter, SELLER and BUYER shall have no further obligation to each other, Escrow shall be cancelled and this Agreement shall automatically terminate on the date of such election and the parties shall each be relieved and discharged from all further responsibility or liability under this Agreement except for those that survive the termination of this Agreement; provided however that BUYER

shall pay all Escrow cancellation charges and all Administrative Costs incurred by SELLER as of the cancellation date. BUYER's failure to give written notice of termination to the SELLER on or before the expiration of the Due Diligence Period shall constitute an election by BUYER to waive the termination right contemplated under this Section 5(a) and proceed with this Agreement, subject to all of the other terms and conditions of this Agreement.

(b) BUYER and its employees, agents, representatives, and contractors ("BUYER's Agents") shall have reasonable access to FCD Property during the SELLER's normal business hours until the end of the Due Diligence Period (or any earlier termination of this Agreement) for purposes of (a) conducting BUYER's due diligence inspection and/or (b) obtaining data and making surveys and tests, including, without limitation, non-invasive soil and groundwater testing (but excluding "Invasive Investigations" as later defined), determined reasonably necessary by BUYER to permit it to determine the physical condition of the FCD's Property and to determine the suitability of the FCD's Property for development in accordance with BUYER's development plans, provided that, BUYER shall (i) give the SELLER not less than forty eight (48) hours telephonic, electronic mail or written notice prior to any intended access, which notice shall include the date of such access, the purpose of the access, and the names and affiliations of BUYER and/or BUYER's Agents; (ii) conduct no Invasive Investigations without the written consent of the SELLER, which shall be at SELLER's sole discretion; (iii) maintain or cause BUYER Agents to maintain workers' compensation insurance on all persons entering the FCD Property in the amounts required by the State of California and commercial general liability insurance covering all due diligence performed by or on behalf of BUYER providing coverage for bodily injury and property damage with a combined single limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence and to include premises operations and mobile equipment, products and completed operations, broad form property damage (including completed operations), explosion, collapse, and underground hazards, personal injury, contractual liability, which policies shall name SELLER and San Bernardino County ("COUNTY") as an additional insureds and include a waiver by the insurer of any right to subrogation against SELLER, COUNTY, and its respective members, officers, employees, agents, and volunteers; and (iv) provide to SELLER prior to initial entry onto the FCD Property a certificate of insurance or other evidence satisfactory to SELLER that BUYER and any BUYER Agents have in force the insurances required by this Agreement and provide a copy of such policies upon SELLER's request. Any insurance or self-insurance maintained by SELLER or COUNTY shall be in excess of insurances required by BUYER or BUYER Agents in this Agreement and shall not contribute with BUYER or BUYER Agents insurance policies. The insurance policies required by BUYER or BUYER Agents shall be kept and maintained in force during the Due Diligence Period and so long thereafter as necessary to cover any claims of damages suffered by persons or property resulting from any acts or omissions of BUYER and BUYER's Agents. The term "**Invasive Investigations**" as used in this Agreement means and refers to testing or inspections that involve digging, drilling, cutting, or boring into the ground of the FCD Property, including (without limitation) a "Phase II" environmental assessment. If BUYER desires to conduct any Invasive Investigations, it will first provide SELLER with a written statement describing the scope of any such Invasive Investigations but BUYER shall not proceed with any Invasive Investigations unless SELLER provides its consent at its sole discretion.

(c) BUYER shall: (i) conduct all due diligence activities in a diligent, expeditious and safe manner and not allow any dangerous or hazardous conditions to occur on the FCD Property, (ii) comply with all applicable laws and governmental regulations; (iii) keep the FCD Property free and clear of all materialmen's liens, lis pendens and other liens arising out of the access and due diligence activities performed by BUYER and BUYER's Agents; and (iv)

promptly repair any and all damage to the FCD Property caused by BUYER and BUYER's Agents and return the FCD Property to the condition existing immediately prior to said access.

Section 6. Close of Escrow.

(a) As used herein, "**Close of Escrow**" means and refers to the close of Escrow for the FCD Property and the transfer of fee title to the FCD Property by the SELLER to the BUYER pursuant to Grant Deed substantially in the form of Exhibit "E" attached hereto (the "**Grant Deed**"). The Close of Escrow for the Transaction shall take place by no later than the Closing Date. The "**Closing Date**" shall mean the date on which the conditions set forth in this Agreement for the Close of Escrow and for the transfer of the FCD Property and the easement grant for the Easement Area have been satisfied or waived, and the Grant Deed and the Grant of Easement ("Easement Deed") are recorded by the Escrow Holder. The FCD Property shall be transferred to BUYER at the Close of Escrow and the Easement Area shall be granted to SELLER at the Close of Escrow; provided that, within the periods of time set forth in this Agreement: (i) neither party has terminated this Agreement, and (ii) all conditions of the Close of Escrow set forth in this Agreement, including without limitation as set forth in Sections 6(b) and 6(c) below, have been met or waived by the respective party. The Close of Escrow for the Transaction shall occur on a date that is no later than thirty (30) business days after the expiration of the Due Diligence Period.

In the event all of the conditions set forth in Section 6(b) are not satisfied or waived as of the Closing Date, BUYER may terminate this Agreement and/or exercise such rights and remedies, if any, that it may have pursuant to the terms of this Agreement, provided that BUYER is not in default beyond any applicable notice and cure periods. Likewise, in the event all of the conditions set forth in Section 6(c) are not satisfied or waived as of the Closing Date, SELLER may terminate this Agreement and/or exercise such rights and remedies, if any, that it may have pursuant to the terms of this Agreement, provided that SELLER is not in default beyond any applicable notice and cure periods.

(b) Conditions to BUYER's Obligations. BUYER's obligation to consummate the Close of Escrow is conditioned on the satisfaction or written waiver of all of the following:

(1) SELLER's Closing Deliveries. At Close of Escrow, SELLER shall deliver the following to the Escrow Holder:

- (i) The Grant Deed, substantially in the form attached hereto as Exhibit "E", has been duly executed and acknowledged by SELLER.
- (ii) Documentation to establish to the Escrow Holder's reasonable satisfaction the due authorization of the person(s) executing the instruments contemplated under this Section 6(b)(1) on behalf of SELLER.
- (iii) An original Closing settlement statement showing both the SELLER's and the BUYER's credits and debits consistent with this Agreement (the "**Settlement Statement**"), which has been signed by SELLER.
- (iv) any transfer declarations required by applicable law.

- (v) any other customary closing documents in form and substance reasonably satisfactory to SELLER to consummate the Transaction.
- (vi) a certificate of acceptance to be affixed to the Easement Deed, duly executed and acknowledged by SELLER.

(2) Reserved.

(3) Reserved.

(4) Reserved.

(5) Reserved.

(6) SELLER's Deliveries Complete. SELLER shall have delivered all of the documents and other items required pursuant to Section 6(b)(1) and shall not be in default of its material obligations under this Agreement to be performed by SELLER (beyond any applicable notice and cure period) at or prior to the Close of Escrow provided that SELLER shall have a reasonable opportunity to cure any such default after receiving written notice thereof from BUYER but not to exceed the Closing Date.

(7) Representations True. All representations and warranties made by SELLER in this Agreement shall be true and correct in all material respects on and as of the Effective Date and the Closing Date, as if made on and as of each such date and shall survive the Close of Escrow.

(c) Conditions to SELLER's Obligations. SELLER's obligation to consummate the Close of Escrow is conditioned on the satisfaction or written waiver of all of the following:

(1) BUYER's Closing Deliveries. At the Close of Escrow, BUYER shall deliver the following:

- (i) The Net Purchase Price, the Administrative Costs, plus any other amounts required to be paid by BUYER at the Close of Escrow.
- (ii) The Easement Deed, substantially in the form attached hereto as Exhibit "F", has been duly executed and acknowledged by BUYER.
- (iii) Documentation to establish to the Escrow Holder's reasonable satisfaction the due authorization of the person(s) executing the instruments contemplated under this Section 6(c)(1) on behalf of BUYER.
- (iv) The original Closing Settlement Statement executed by BUYER.
- (v) any transfer declarations required by applicable law;
- (vi) any other customary closing documents in form and substance reasonably satisfactory to BUYER to consummate the Transaction.

(2) BUYER's Deliveries Complete. BUYER shall have delivered all of the documents and other items required pursuant to Section 6(c)(1) and shall not be in default of

any of its material obligations to be performed by BUYER (beyond any applicable notice and cure period) at or prior to the Close of Escrow provided that BUYER shall have a reasonable opportunity to cure any such default after receiving written notice thereof from SELLER but not to exceed the Closing Date.

(3) Representations True. All representations and warranties made by BUYER in this Agreement shall be true and correct in all material respects on and as of the Effective Date and the Closing Date, as if made on and as of each such date and shall survive the Close of Escrow.

(4) California Environmental Quality Act (CEQA) Compliance. The requirements of the California Environmental Quality Act, as amended, shall have been complied with.

(5) California Surplus Land Act (SLA) Compliance. SELLER has received a written letter of concurrence from the California Department of Housing and Community Development that the FCD Property is Exempt Surplus Land under the SLA and at least thirty (30) days have passed following the receipt of such concurrence letter.

(6) Reserved.

(d) Waiver or Failure of Conditions Precedent. At any time on or before the date specified for the satisfaction of any condition, SELLER or BUYER may elect in writing to waive the benefit of any such condition to its obligations hereunder. By closing the Transaction, SELLER and BUYER shall be conclusively deemed to have waived the benefit of any remaining unfulfilled conditions set forth in Section 6.

Section 7. Reserved.

Section 8. Escrow Instructions.

SELLER and BUYER each agree to execute and deliver to the Escrow Holder the customary supplemental written escrow instructions (consistent with the terms of this Agreement) of the Escrow Holder. In the event of a conflict between the additional terms of such customary supplemental escrow instructions of the Escrow Holder and the provisions of this Agreement, this Agreement shall supersede and be controlling.

Section 9. Conveyance of Title.

The Escrow Holder shall be instructed to record the Grant Deed and the Easement Deed in the Official Records of San Bernardino County, California, if and when the parties have (i) confirmed that the conditions to Close of Escrow have been satisfied or waived, and (ii) Escrow Holder holds the funds for the SELLER as set forth on the Settlement Statement and as contemplated herein.

Section 10. As-Is Sale of the FCD Property.

(a) On the Closing Date, BUYER shall accept the delivery of possession of the FCD Property (including but not limited to, any subterranean structures and soil conditions), in an **“AS IS,” “WHERE IS” and ‘SUBJECT TO ALL FAULTS” condition and without any representations or warranties, express or implied.** BUYER acknowledges that it has had

adequate opportunity to review and inspect all aspects of the FCD Property during the Due Diligence Period and hereby acknowledges that it has relied solely upon its own investigation of the FCD Property and its own review of such information and documentation as it deems appropriate. BUYER does not rely on any statement or representation by SELLER, any employee, official or consultant of SELLER relating to the condition of the FCD Property. SELLER makes no representations or warranties of any kind as to the physical or environmental condition of the FCD Property or in connection with any matter, report or information relating to the condition of the FCD Property, its value, fitness, use, zoning, entitlements, compliance with any laws, the existence of hazardous materials thereon, moratoriums, economic feasibility, developability or any other matter relating to BUYER's proposed use or development of the FCD Property. BUYER shall, upon the Close of Escrow, be deemed to have disclaimed and waived any and all objections to the physical and environmental characteristics and conditions of the FCD Property, including, without limitation, any hazardous materials located thereon and the condition of title thereto, whether or not such conditions would be disclosed by reasonable and diligent.

(b) From and after the Close of Escrow, BUYER, on behalf of itself and its successors and assigns ("Releasors"), waives and releases SELLER and its employees, agents, contractors, successors and assigns ("Releasees") from any and all claims, damages, losses, liabilities, fees, costs or expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, suspected or unsuspected, fixed or contingent, liquidated or unliquidated which Releasors have, own, hold, or claim to have had, owned, or held against Releasee arising from, based on, or relating to whether directly or indirectly, any facts, matters, circumstances, conditions or defects (whether patent or latent) of all or any kinds, related to, arising from, or based upon, whether directly or indirectly, the FCD Property, including without limitation, the physical condition and quality of the FCD Property or the presence of hazardous materials in, on, about or under the FCD Property.

BUYER expressly waives any rights or benefits available to it with respect to the foregoing release under any provision of applicable law. By execution of this Agreement, BUYER acknowledges that it has had the opportunity to be advised by legal counsel and fully understands the foregoing Section 10(b), and with this understanding, nonetheless elects to and does assume all risk for claims known or unknown, and agrees that this release applies thereto, and expressly waives the benefits of the provisions of California Civil Code section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

The undersigned, being aware of this Code section, hereby expressly waives any rights it may have thereunder, as well as under any other statutes or common law principles of similar effect.

Initials of BUYER: _____

(c) The provisions of this Section 10 shall survive the Close of Escrow and shall be binding upon BUYER.

Section 11. Closing Costs, Prorations, Possession.

(a) With respect to the FCD Property, BUYER shall pay the premium for any Title Policy sought, cost of procuring any surveys and any desired policy endorsements or extended coverage, the cost of recording the Grant Deed and any documentary or other transfer taxes payable on account of the conveyance of the FCD Property to BUYER.

(b) BUYER shall pay 100% of the Escrow Holder's charges and fees which may be charged by the Escrow Holder in connection with the Close of Escrow for the Transaction.

(c) BUYER shall be entitled to exclusive possession of the FCD Property immediately upon the Close of Escrow.

(d) All prorations shall be made in accordance with customary practice in San Bernardino County, except as otherwise expressly provided in this Agreement. All prorations shall be on an "actual day" basis and a three hundred sixty-five (365) day year.

Section 12. Representations and Warranties.

(a) SELLER hereby makes the following representations and warranties:

(1) Power and Authority. SELLER has the legal power, right and authority to enter into this Agreement and to execute the instruments and documents referenced herein, and to consummate the Transaction contemplated hereby.

(2) Requisite Action. SELLER has taken all requisite action and obtained all requisite consents in connection with entering into this Agreement and the instruments and documents referenced herein and the consummation of the Transaction contemplated hereby, and no consent of any other party is required.

(3) Enforceability of Agreement. The persons executing this Agreement and any instrument or document referenced herein for or on behalf of SELLER have been duly authorized to so act on behalf of SELLER and this Agreement and any such instrument or document is valid and legally binding on SELLER and enforceable against SELLER in accordance with their respective terms.

(4) All representations and warranties contained in this Section 12(a) are true and correct on and as of the Effective Date and the Closing Date, as if made on and as of each such date and shall survive the Close of Escrow.

(b) Warranties and Representations by BUYER. BUYER hereby makes the following representations and warranties and acknowledges that the execution of this Agreement by SELLER has been made in material reliance by SELLER on such covenants, representations and warranties:

(1) BUYER has the legal right, power and authority to enter into this Agreement and to execute the instruments and documents referenced herein and to consummate the Transaction contemplated hereby. The persons executing this Agreement and any other instruments or documents referenced herein for or on behalf of BUYER have duly been authorized to act on behalf of BUYER and this Agreement and any such instrument or document is valid

and legally binding on BUYER and enforceable against BUYER in accordance with their respective terms.

(2) BUYER has taken all requisite action and obtained all requisite consents in connection with entering into this Agreement and the instruments and documents referenced herein and the consummation of the Transaction contemplated hereby, and no consent of any other party is required.

(3) This Agreement is, and all instruments and documents to be executed by BUYER pursuant to this Agreement shall be, duly executed by and are or shall be valid and legally binding upon BUYER and enforceable in accordance with their respective terms.

(4) Neither the execution of this Agreement nor the consummation of the Transaction contemplated hereby shall result in a breach of or constitute a default under any other agreement, document, instrument or other obligation to which BUYER is a party or by which BUYER may be bound, or a breach or violation under law, statute, ordinance, rule governmental regulation or any writ, injunction, order or decree of any court or governmental body applicable to BUYER.

(5) BUYER is the sole fee owner of the BUYER Property.

(6) BUYER is not the subject of current or pending bankruptcy proceeding.

All representations and warranties contained in this Section 12(b) are true and correct on and as of the Effective Date and the Closing Date, as if made on and as of each such date and shall survive the Close of Escrow.

Section 13. Conflict of Interest.

No member, official or employee of either party having any conflict of interest, direct or indirect, related to this Agreement and the use and development of the FCD Property shall participate in any decision relating to the Agreement. The parties represent and warrant that they do not have knowledge of any such conflict of interest.

Section 14. Nonliability of Officials and Employees.

No officer, official or employee of SELLER shall be personally liable to BUYER, or any successor in interest of such other party, in the event of any default or breach or for any amount which may become due hereunder, or on any obligations under the terms of this Agreement.

Section 15. Indemnification.

BUYER agrees to indemnify, defend (with counsel reasonably approved by SELLER), and hold SELLER, COUNTY, and its respective officers, employees and agents harmless from and against any and all claims, actions, losses, liabilities, damages, judgments, costs, expenses and attorney's fees arising from or related to this Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by SELLER on account of any claim resulting from this Agreement except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. BUYER's indemnification obligation applies to SELLER "active" as well as

“passive” negligence but does not apply to SELLER “sole negligence” or “willful misconduct” within the meaning of Civil Code Section 2782. The foregoing indemnity shall survive the Close of Escrow or the termination of this Agreement.

Section 16. Defaults.

(a) Institution of Legal Actions. In addition to any other rights or remedies and subject to the restrictions set forth in this Agreement, either party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any default, to recover damages for any default (subject to the restriction on BUYER’s rights to recover monetary damages against SELLER set forth in the final clause of this sentence), or to obtain any other remedy consistent with the purpose of this Agreement; provided, however, that notwithstanding anything in the foregoing to the contrary, in no event shall BUYER be entitled to obtain monetary damages of any kind from SELLER, including but not limited to for economic loss, lost profits, or any other economic or consequential damages of any kind. Such legal actions must be instituted in the Superior Court of the County of San Bernardino, State of California or in the United States District Court for the Central District of California.

(b) Rights and Remedies are Cumulative. Except as otherwise expressly provided in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

(c) Inaction Not a Waiver of Default. Any failures or delays by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

Section 17. Reserved.

Section 18. Time of the Essence.

Time is of the essence with respect to the Close of Escrow and all of the provisions of this Agreement.

Section 19. Miscellaneous.

(a) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and together shall constitute one and the same agreement, with one counterpart being delivered to each party hereto. If authorized by law, the parties shall be entitled to manually sign and transmit this Agreement by electronic means (whether by facsimile, PDF, or email transmission) and are entitled to electronically sign and transmit this Agreement via DocuSign, Adobe Sign, or other similar digital signature software, which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

(b) All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holidays, provided that if the date or last date to perform any act or

give any notice with respect to this Agreement shall fall on a Saturday, Sunday or state or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

(c) The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions hereof unenforceable, invalid or illegal.

(d) Notices. All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be delivered by either (i) personal delivery, (ii) a reliable overnight courier service that provides a receipt showing the date and time of delivery, including (but not limited to) Federal Express, or (iii) registered or certified U.S. Mail, postage prepaid, return receipt requested. A courtesy copy of any notices delivered in accordance with this subsection shall be concurrently sent via email as identified below, provided that such courtesy email is not intended or shall it be deemed to substitute as the effective means of notice delivery or alter the effective date of such notice. Notices shall be addressed to the respective parties as set forth below or to such other address and to such other persons as the parties may hereafter designate by written notice to the other party hereto:

Each notice shall be deemed delivered on the date received or the date the recipient refuses to accept receipt if by personal delivery or by overnight courier service, or on the date of receipt as disclosed on the return receipt or the date the recipient refuses to accept receipt if by mail. By giving to the other parties written notice as provided above, the parties to this Agreement shall have the right from time to time, and at any time during the term of this Agreement, to change their respective notice addresses.

To BUYER: Auburn Travel Center, LLC
11769 Auburn Avenue.
Adelanto, CA 92301
Phone: 951-237-2447

To SELLER: San Bernardino County Flood Control District
c/o Real Estate Services Department
Attention: Brandon Ocasio, Manager of Acquisitions
385 North Arrowhead Avenue, 3rd Floor
San Bernardino, CA 92415-0180
Copy via email at:
brandon.ocasio@res.sbcounty.gov(909) 659-4676

Section 20. Additional Agreements; Further Assurances.

Each of the parties hereto shall execute and deliver such documents as the other party shall reasonably request in order to consummate and make effective the Transaction; provided, however, the execution and delivery of such documents shall not result in any additional liability or cost to the executing party.

Section 21. Entire Agreement.

(a) This Agreement and the exhibits attached hereto constitute the entire understanding and Agreement of the parties.

(b) This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto with respect to the FCD Property.

(c) The headings to the sections and paragraphs of this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not in any way affect its interpretation.

(d) Unless otherwise indicated, references in this Agreement to Sections, paragraphs, clauses and exhibits are to the same contained in or attached to this Agreement and all attachments referenced in this Agreement are incorporated in this Agreement by this reference as though fully set forth in this Section.

Section 22. Executive Order N-6-22 Russia Sanctions.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the "EO") regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined by the SELLER or the State that BUYER is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. BUYER shall be provided with advance written notice of such termination, allowing BUYER at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of SELLER.

Section 23. Reserved.

Section 24. Approval.

(a) Board of Supervisors. This Agreement is subject to and will have no force or effect until and unless approved by SELLER's governing body in its sole discretion. All amendments of this Agreement shall be in writing and shall require the approval of the SELLER's governing body and the approval of BUYER.

Section 25. Real Estate Brokerage Commission.

Real Estate Brokerage Commission. Each party represents and warrants that neither party has retained any brokers or finders to represent its interests in connection with this transaction. Each party agrees to indemnify and hold the other harmless from and against all liabilities, costs, damages and expenses, including, without limitation, reasonable attorneys' fees, resulting from

any claims or fees or commissions, based upon agreements by it, if any, to pay any additional broker's commission and/or finder's fee.

Section 26. Attorneys' Fees.

If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This subsection shall not apply to those costs and attorneys' fees directly arising from any third-party legal action against a party hereto and payable under Section 11 ("Indemnification") or Section 25 ("Real Estate Brokerage Commission").

Section 27. Successors and Assigns; Assignment.

This Agreement shall bind and inure to the benefit of SELLER and BUYER and their respective successors and permitted assigns. This Agreement shall not be assigned or otherwise transferred without the prior written consent of SELLER. Any change in control or ownership of BUYER shall be deemed an assignment requiring SELLER's consent for purpose of this Agreement.

Section 28. Prohibited Persons and Transactions.

BUYER represents to SELLER that it is not a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

Section 29. Interpretation; Governing Law.

This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California, without regard to conflict-of-interest principles.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the dates set forth below.

BUYER:
Auburn Travel Center, LLC

By: _____ Date: _____

Print: Ghassan Otaki

Title: member

SELLER:
San Bernardino County Flood Control District

By: _____ Date: _____
Dawn Rowe, Chair
Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIR OF THE BOARD

LYNNA MONELL,
Clerk of the Board

Approved as to Legal Form:

LAURA FEINGOLD,
County Counsel
San Bernardino County, California

By: _____
Deputy

By: _____
Agnes Cheng
Deputy County Counsel

Date: _____

Date: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF FCD PROPERTY
(see following page)

EXHIBIT "A"
LEGAL DESCRIPTION

THOSE PORTIONS OF PARCEL C OF THE LAND CONVEYED TO SAN BERNARDINO COUNTY FLOOD CONTROL PER DEED RECORDED JUNE 12, 1980 AS INSTRUMENT NUMBER 80-134468 OF OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A:

COMMENCING AT THE INTERSECTION OF AUBURN AVENUE AND THE CENTERLINE OF THE 120.00-FOOT WIDE STRIP OF LAND CONVEYED TO SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT DESCRIBED AS PARCEL A BY GRANT DEED RECORDED JUNE 12, 1980 AS INSTRUMENT NO. 80-134468 AND AUBURN AVENUE; THENCE ALONG THE CENTERLINE OF AUBURN AVENUE SOUTH 89°08'57" WEST 222.13 FEET; THENCE SOUTH 00°51'03" EAST 40.00 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF AUBURN AVENUE AND THE SOUTHWESTERLY LINE OF SAID PARCEL C, SAID POINT BEING THE **POINT OF BEGINNING**; THENCE NORTH 89°08'57" EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE 137.86 FEET; THENCE LEAVING SAID LINE, SOUTH 00°51'03" EAST 47.19 FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL C; THENCE ALONG SAID LINE NORTH 71°57'12" WEST 145.71 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 3252.84 SQ.FT. (0.075 AC.), MORE OR LESS.

PARCEL B:

COMMENCING AT THE INTERSECTION OF AUBURN AVENUE AND THE CENTERLINE OF THE 120.00-FOOT WIDE STRIP OF LAND CONVEYED TO SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT DESCRIBED AS PARCEL A BY GRANT DEED RECORDED JUNE 12, 1980 AS INSTRUMENT NO. 80-134468 AND AUBURN AVENUE; THENCE ALONG THE CENTERLINE OF AUBURN AVENUE SOUTH 89°08'57" WEST 222.13 FEET; THENCE SOUTH 00°51'03" EAST 40.00 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF AUBURN AVENUE AND THE SOUTHWESTERLY LINE OF SAID PARCEL C; THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 71°57'12" EAST TO THE **POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID LINE SOUTH 71°57'12" EAST 60.60 FEET; THENCE LEAVING SAID LINE NORTH 45°45'37" TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 35.50 FEET; THENCE NORTHWESTERLY, ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 45°05'26", A DISTANCE OF 27.94 FEET; THENCE SOUTH 89°08'57" WEST TO THE **POINT OF BEGINNING**.

CONTAINING 343.33 SQ.FT. (0.007 AC.), MORE OR LESS.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE.



PAGE 1 OF 1

PREPARED UNDER THE SUPERVISION OF:

PLUMP ENGINEERING, INC.
CONSULTING ENGINEERS IN CIVIL, SURVEYING,
ARCHITECTURAL & STRUCTURAL ENGINEERING
914 E. KATELLA AVENUE, ANAHEIM, CA 92805
(714) 385-1835, (714) 385-1834 FAX


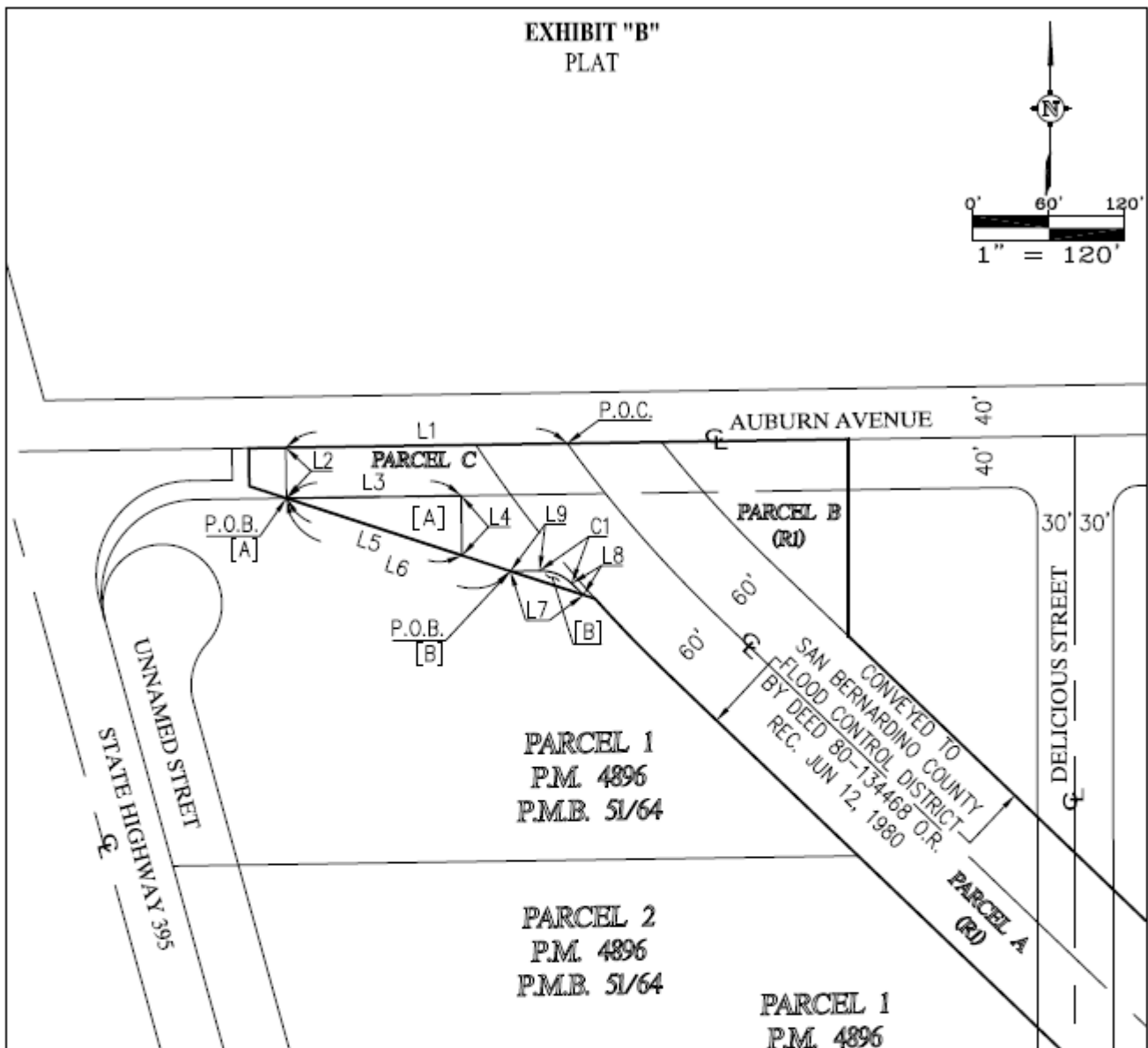
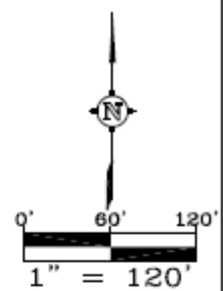

ETHAN Z. REMINGTON, L.S. 9220
DATE: APRIL 29, 2025

EXHIBIT "B"
PLAT MAP OF FCD PROPERTY

(to accompany Legal Description)
(see following page)

EXHIBIT "B"
PLAT



PARCEL 1
P.M. 4896
P.M.B. 51/64

PARCEL 2
P.M. 4896
P.M.B. 51/64

PARCEL 1
P.M. 4896
P.M.B. 51/64

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°08'57"W	222.13'
L2	S00°51'03"E	40.00'
L3	N89°08'57"E	137.86'
L4	S00°51'03"E	47.19'
L5	N71°57'12"W	145.71'
L6	S71°57'12"E	185.76'
L7	S71°57'12"E	60.60'
L8	S45°45'37"E	12.98'
L9	S89°08'57"E	23.03'

NOTES:
 [A] = PARCEL A
 3252.84 SQ.FT.
 [B] = PARCEL B
 343.33 SQ.FT.
 (R1) = GRANT DEED
 80-134468 O.R.

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	
C1	45°05'26"	35.50'	27.94'	



PAGE 1 OF 1
 PREPARED UNDER THE
 SUPERVISION OF:



PLUMP ENGINEERING, INC.
 CONSULTING ENGINEERS IN CIVIL, SURVEYING,
 ARCHITECTURAL & STRUCTURAL ENGINEERING
 914 E. KATELLA AVENUE, ANAHEIM, CA 92805
 (714) 385-1835, (714) 385-1834 FAX

Ethan Remington
 ETHAN Z. REMINGTON, L.S. 9220
 DATE: APRIL 29, 2025

EXHIBIT "C"

LEGAL DESCRIPTION OF EASEMENT AREA

(see following page)

EXHIBIT "A"
LEGAL DESCRIPTION

THAT PORTION OF PARCEL 1, AS PER PLAT RECORDED IN BOOK 51, PAGES 64 OF PARCEL MAPS, RECORDS OF SAN BERNARDINO COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A:

COMMENCING AT NORTHWEST CORNER OF SAID PARCEL 1; THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 1, ALSO BEING THE CENTERLINE OF AUBURN AVENUE, NORTH 89°08'57" EAST 13.28 FEET TO THE NORTHWEST CORNER OF PARCEL C OF THE LAND CONVEYED TO SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT PER DEED RECORDED JUNE 12, 1980 AS INSTRUMENT NUMBER 80-134468 OF OFFICIAL RECORDS OF SAN BERNARDINO COUNTY; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL C SOUTH 00°51'03" EAST 30.00 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL C; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL C SOUTH 71°57'12" EAST 176.59 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID LINE SOUTH 71°57'12" EAST 40.06 FEET; THENCE LEAVING SAID LINE SOUTH 89°08'57" WEST 26.40 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 11.50 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 18.06 FEET; THENCE NORTH 00°51'03" WEST 1.47 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 217.43 SQ.FT. (0.005 AC.), MORE OR LESS.

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE.



PAGE 1 OF 1

PREPARED UNDER THE SUPERVISION OF:

 **PLUMP ENGINEERING, INC.**
CONSULTING ENGINEERS IN CIVIL, SURVEYING,
ARCHITECTURAL & STRUCTURAL ENGINEERING
914 E. KATELLA AVENUE, ANAHEIM, CA 92805
(714) 385-1835, (714) 385-1834 FAX



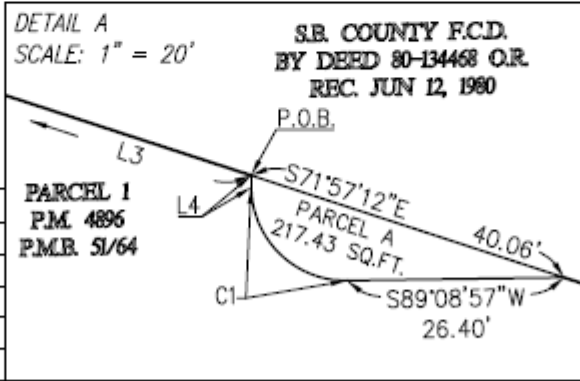
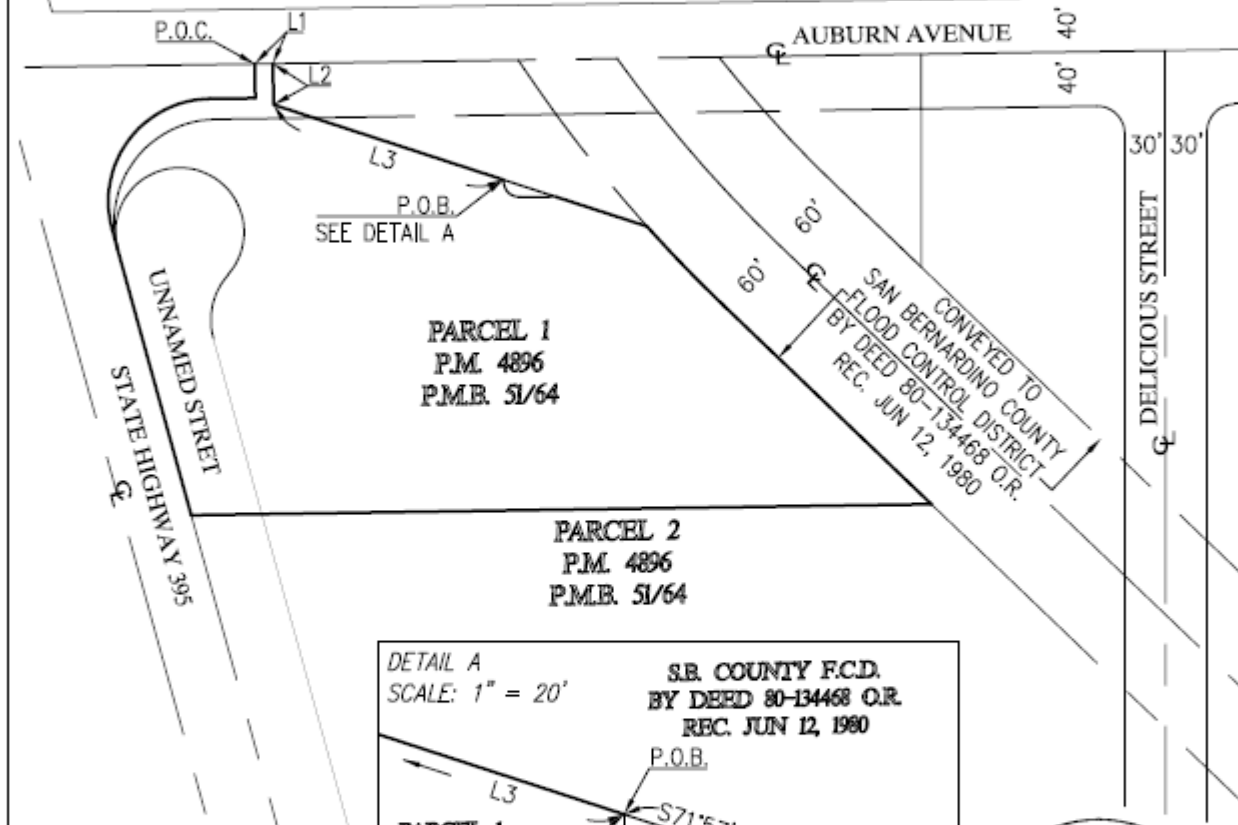
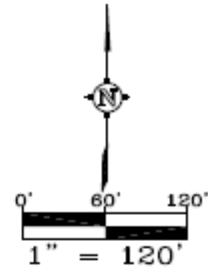
RICHARD D. FREI, L.S. 10059
DATE: JANUARY 22, 2026

EXHIBIT "D"

PLAT OF EASEMENT AREA

(see following page)

EXHIBIT "B"
PLAT



LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°08'57"E	13.28'
L2	S00°51'03"E	30.00'
L3	S71°57'12"E	176.59'
L4	N00°51'03"W	1.47'

CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	90°00'00"	11.50'	18.06'



PAGE 1 OF 1

PREPARED UNDER THE SUPERVISION OF:



PLUMP ENGINEERING, INC.
CONSULTING ENGINEERS IN CIVIL, SURVEYING,
ARCHITECTURAL & STRUCTURAL ENGINEERING
914 E. KATELLA AVENUE, ANAHEIM, CA 92805
(714) 385-1835, (714) 385-1834 FAX

R. Frei
RICHARD D. FREI, L.S. 10059
DATE: JANUARY 22, 2026

EXHIBIT "E"

FORM OF GRANT DEED FOR THE FCD PROPERTY
(see following page)

RECORDING REQUESTED BY:
SAN BERNARDINO COUNTY
FLOOD CONTROL DISTRICT

**WHEN RECORDED MAIL
DOCUMENT TO:**
SAN BERNARDINO COUNTY
FLOOD CONTROL DISTRICT
825 E. Third St, room 140
San Bernardino, CA 92415-0835

Record without fee subject to
Gov't Code 6103 & 27383

Project: East Adelanto Channel
System No.: 4.355
Parcel No.: 4.355.4C
Dept. Code: 11600

GRANT DEED

D.P. No.: N/A
APN: 0459-053-55 (mtms)
Date: June 17, 2026

The undersigned grantor(s) declare(s):
DOCUMENTARY TRANSFER TAX \$ _____

- computed on full value of property conveyed, or
- computed on full value less liens and encumbrances remaining at the time of sale
- Unincorporated Area City of Adelanto

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT, Grantor, hereby grants to **AUBURN TRAVEL CENTER LLC**, a California Limited Liability Company, **Grantee**, the following described property in the City of Adelanto, San Bernardino County, State of California, legally described as:

See Exhibit "A", Legal Description, and Exhibit "B", Plat, attached hereto and made a part hereof

**SAN BERNARDINO COUNTY FLOOD
CONTROL DISTRICT**

By: _____

Name: Dawn Rowe

Title: Chair

Date: _____

Mail Tax Statement As Directed Above

EXHIBIT "F"

FORM OF EASEMENT DEED FOR THE EASEMENT AREA
(see following page)



RECORDING REQUESTED BY:
 SAN BERNARDINO COUNTY
 FLOOD CONTROL DISTRICT

**WHEN RECORDED MAIL
 DOCUMENT TO:**
 SAN BERNARDINO COUNTY
 FLOOD CONTROL DISTRICT
 825 E. Third St, room 140
 San Bernardino, CA 92415-0835

Record without fee subject to
 Gov't Code 6103 & 27383

Project: East Adelanto Chammel
System No.: 4.355
Parcel No.: 4.355.4C
Dept. Code: 11600

**GRANT OF
 EASEMENT**

D.P. No.: N/A
APN: 0459-053-56 (ptn)
Date: June 17, 2026

The undersigned grantor(s) declare(s):

DOCUMENTARY TRANSFER TAX \$0.00 Conveyance to Government Entity. R&T 11922

- computed on full value of property conveyed, or
- computed on full value less liens and encumbrances remaining at the time of sale
- Unincorporated Area City of Adelanto

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, AUBURN TRAVEL CENTER LLC, a California limited liability company, "Grantor", does hereby grant to the SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT, "Grantee", a non-exclusive easement for access & maintenance purposes, in, on, over, under, along and across the following described real property in San Bernardino County:

See Exhibit "A", Legal Description, and Exhibit "B", Plat, attached hereto and made a part hereof

Auburn Travel Center

By: _____

Name: _____

Title: _____

Date: _____