

ORIGINAL

AGREEMENT FOR SALE AND PURCHASE

OF REAL ESTATE

(127 West Chapman Avenue, Fullerton, California)

by and between

**RONALD F. MILLER and RONNIE D. MILLER, as Co-Trustees of the
RONALD F. MILLER FAMILY TRUST**

“Seller,”

and

**FULLERTON REDEVELOPMENT AGENCY,
a public body corporate and politic**

“Buyer”

TABLE OF CONTENTS

	<u>Page</u>
1. PURCHASE AND SALE	1
2. THE PROPERTY	1
3. PURCHASE PRICE	2
3.1 Purchase Price	2
3.2 Payment of Purchase Price	4
4. CONDITION OF TITLE AND TITLE POLICY	4
5. CLOSING	5
5.1 Closing Date	5
5.2 Closing	5
5.3 Seller's Deliveries in Escrow	5
5.4 Buyer's Deliveries in Escrow	6
5.5 Closing Costs and Closing Statements	6
5.6 Title Policy	6
5.7 Possession	6
5.8 Taxes and Assessments	6
6. MISCELLANEOUS	6
6.1 Notices	7
6.2 Entire Agreement	8
6.3 Counterparts	8
6.4 Paragraph Headings	8
6.5 Assignment	8
6.6 Attorneys' Fees	8
6.7 Time Computations	8
6.8 Exhibits	8
6.9 Governing Laws	8
6.10 Further Instruments	8
6.11 Effective Date	9
6.12 Brokerage Commissions	9
6.13 Information Report	9
6.14 No Personal Liability.	9
6.15 Physical and Environmental Condition of the Property.	9

EXHIBITS

EXHIBIT "A"

LEGAL DESCRIPTION OF LAND

**AGREEMENT FOR SALE AND PURCHASE
OF REAL ESTATE**

(127 West Chapman Avenue, Fullerton, California)

THIS AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE (the "Agreement") is dated for reference purposes only as of July 6, 2004, and is made by and between RONALD F. MILLER and RONNIE D. MILLER, as Co-Trustees of the RONALD F. MILLER FAMILY TRUST ("Seller"), and FULLERTON REDEVELOPMENT AGENCY, a public body, corporate and politic ("Buyer") (collectively, the "Parties").

R E C I T A L S:

A. Seller is the fee owner of that certain real property located in the City of Fullerton, County of Orange, State of California more particularly described in Exhibit "A" attached hereto (subject to Section 2 hereinbelow, the "Property.")

B. Seller initially approached Buyer with an offer for a long-term lease and possible future sale of the Property to Buyer. Accordingly, Seller acknowledges and agrees that Buyer has no obligation to comply with procedures set forth in California Government Code Section 7260 et seq., Title 25, Section 6000 et seq. of California Code of Regulations, or other related laws, rules, and regulations relating to the acquisition of property by a public entity as a prerequisite to the negotiation, execution, and implementation of this Agreement.

C. Seller desires to sell the Property to Buyer and Buyer desires to purchase the Property from Seller on the terms and conditions set forth herein.

D. Concurrently with the execution and delivery of this Agreement, Buyer and Seller have entered into a Lease ("Lease") for the Property pursuant to which, prior to consummation of the sale of the Property, Seller agrees to lease the Property to Buyer and Buyer agrees to hire the Property from Seller.

C O V E N A N T S:

Based upon the foregoing Recitals, which are incorporated herein by this reference, and in consideration of the representations, warranties, promises, covenants, and agreements set forth in the Lease and this Agreement, the Parties agree as follows:

1. PURCHASE AND SALE. Seller agrees to sell the Property to Buyer and Buyer agrees to purchase the Property from Seller on the terms and subject to satisfaction of the conditions hereinafter set forth.

2. THE PROPERTY. The term "Property" shall mean the following:

(a) Fee title to the real property legally described in Exhibit "A" attached hereto ("Land"). The legal description attached hereto as Exhibit "A" shall be

corrected as required to conform to any changes to the size or dimensions of the Land occurring after the Commencement Date of the Lease and in accordance therewith;

- (b) All improvements, if any, located from time to time on the Land;
- (c) All easements, hereditaments, privileges, appurtenances, and rights to the same belonging to or inuring to the benefit of the Land;
- (d) All right, title, and interest of Seller in and to any streets, alleys, passages, and other rights-of-way included in or adjacent to the Land, either before or after the vacation thereof;
- (e) All development agreements, development approvals, and other development rights pertaining to the Land and improvements situated thereon; and
- (f) All subdivision maps and surveys concerning the Land and any other entitlements, permits, and/or licenses affecting the Land.

3. PURCHASE PRICE.

3.1 Purchase Price. The Purchase Price shall be the "Fair Market Value" of the Land as of the date that is ninety (90) days prior to the Closing Date (the "Purchase Price").

As used herein, the term "Fair Market Value" of the Land shall be the then-current fair market value of the Land only (without any attribution of any value for any improvements or furnishings, fixtures, and equipment that may be located on, over, or under or affixed to on the Land or any improvements thereon) based upon the then-existing highest and best use of the Property.

Not later than one hundred eighty (180) days prior to the estimated Closing Date, Seller and Buyer shall meet and endeavor to agree upon the Fair Market Value of the Land. If for any reason Seller and Buyer are unable to agree upon the Fair Market Value of the Property on or before the date that is one hundred fifty (150) days prior to the estimated Closing Date, then such Fair Market Value shall be determined by arbitration conducted within the times and in the manner, set forth below:

- (a) On or before the date that is one hundred thirty-five (135) days prior to the then estimated Closing Date, Seller and Buyer shall jointly attempt to agree on the appointment of a real estate appraiser who is a member of the Appraisal Institute or successor thereto (or, in the event the Appraisal Institute or any successor shall not then be in existence, a disinterested real estate appraiser having appropriate qualifications to appraise real estate similar to the Property), with at least ten (10) years professional experience in Southern California in appraising land and improvements similar to the Property. All appraisers selected pursuant to the provisions hereof shall be impartial and unrelated, directly and indirectly, so far as employment of services is concerned, to either of the Parties hereto or their successors, and the appraiser(s) shall be required to so certify as a condition to being designated and accepting the appraisal assignment. The cost of the services performed by such appraiser shall be borne equally by the Parties. The

single appraiser jointly appointed by the Parties shall determine the Fair Market Value of the Land and shall render his or her appraisal opinion within sixty (60) days after said appraiser has been selected.

(b) Failing the joint action of Seller and Buyer within one hundred thirty-five (135) days prior to the then estimated Closing Date to select a single appraiser to determine the Fair Market Value of the Land, Seller and Buyer shall each, within an additional fifteen (15) days (i.e., no later than one hundred twenty (120) days prior to the then estimated Closing Date), separately at its own cost designate an appraiser meeting the qualifications stated in subparagraph (a) above. If two appraisers are appointed and they concur on the Fair Market Value of the Land, the Fair Market Value determined by them shall be the Fair Market Value of the Land for purposes of this Agreement. If the two appraisers do not concur but the difference between their appraisal numbers is an amount less than ten percent (10%) of the amount of the higher determination of Fair Market Value, the mean average of the two determinations shall be the Fair Market Value of the Land for purposes of this Agreement. The two appraisers shall render their respective appraisals within sixty (60) days after they have been selected. If the difference between the two determinations exceeds the amount specified above, the two appraisers shall jointly select a third appraiser meeting the qualifications set forth in subparagraph (a) above, and if they are unable to agree on a third appraiser, either of the Parties to this Lease, by giving fifteen (15) days notice to the other Party, may apply to the Superior Court of Orange County to select a third appraiser who meets the qualifications set forth in subparagraph (a) above.

(c) Within fifteen (15) days from the date of selection of the third appraiser, if applicable, all three appraisers shall meet and the first two appraisers shall present to the third appraiser all of their findings, data, and conclusions as to the Fair Market Value of the Land. The third appraiser shall review all of such findings, data, and conclusions, and shall determine which of the two appraisers' respective determinations of the Fair Market Value is the most reasonable determination under the criteria set forth above. The third appraiser shall not be permitted to make any other independent determination of the Fair Market Value of the Land. The appraiser's determination found by the third appraiser to be the most reasonable determination shall be the Fair Market Value of the Land for purposes of determining the Purchase Price pursuant to this Agreement. The third appraiser's conclusion shall be reached within thirty (30) days from the selection of the third appraiser. The expenses related to the selection and services of the third appraiser shall be shared equally by Seller and Buyer.

(d) The Fair Market Value determined in accordance with the procedures set forth in this Section 3.1 shall be binding and conclusive on the Parties for purposes of determining the Purchase Price.

(e) Each appraiser shall certify that he or she has personally inspected the Property and all properties used as comparisons, that he or she has no past, present, or contemplated future interest in the Property or the Improvements or any part thereof, that the compensation to be received by him or her from any source for making the appraisal is solely in accordance with this Agreement, that he or she has followed the

instructions as set forth in this Section 3.1 for valuing the Land as of the applicable date of value, that neither his nor her employment to make the appraisal nor his nor her compensation therefor is contingent upon reporting a predetermined value or a value within a predetermined range of values, that he or she has had at least ten (10) years professional experience in Southern California in appraising land similar to the Land that is the subject of this appraisal, that he or she is a member of the Appraisal Institute or successor, and that his or her appraisal or review (in the case of the third appraiser) was prepared in conformity with the standards of professional practice of the Appraisal Institute (or successor thereto).

In the event that for any reason the Fair Market Value of the Land has not been finally determined prior to the Termination Date provided in the Lease, the Lease Term shall be continued on a day-to-day and month-to-month basis on the same terms and conditions that are then in effect, as set forth in the Lease, and the Parties shall cooperate in causing the Closing Date to occur as soon as possible thereafter.

3.2 Payment of Purchase Price. On or before the Closing Date, which shall in no event be sooner than ten (10) business days after the Purchase Price has been finally determined in accordance with Section 3.1 above, Buyer shall deposit the Purchase Price with the Escrow Holder, as adjusted for any closing proration and adjustments as hereinafter provided, by federal fund wire transfer or other immediately available funds.

4. CONDITION OF TITLE AND TITLE POLICY.

Seller shall cause LandAmerica Lawyers Title or such other title insurer that is reasonably acceptable to Buyer (the "Title Company") to issue at the Closing, or to unconditionally commit at Closing to issue, to Buyer, at Buyer's expense, Title Company's then most current form of CLTA owner's standard coverage policy insuring Buyer's title to the Property in the amount of the Purchase Price, subject only to (i) those exceptions to title that are set forth in Schedule B of the Preliminary Report issued by the Title Company as of May 3, 2004, which are accepted by Buyer as a condition to its obligation to lease the Property pursuant to Section 3.2.1 of the Lease and that are reflected as exceptions to title in the leasehold policy of title insurance obtained by Buyer pursuant to Section 3.2.2 of the Lease; (ii) such additional recorded and unrecorded title exceptions created by Buyer or any party acting in concert with or as an agent of Buyer after the Effective Date of the Lease; (iii) any title exception occurring as a result of any eminent domain proceeding or dedication as referred to in Article 12 or 17.8 of the Lease that does not result in a termination of the Lease; (iv) non-delinquent property taxes and assessments (which shall be the responsibility of Buyer); and (v) any other title exception that Buyer may approve in writing in its sole and absolute discretion (collectively, the "Permitted Exceptions"). If further coverage or endorsements are desired by Buyer, Buyer shall order the same directly from Title Company and shall undertake all actions and pay all additional premiums and all other costs which may be required as a condition to the issuance of such further coverage or endorsements unless otherwise agreed. If requested by Title Company, Seller shall complete and deliver a standard form "Owner's Affidavit" or "ALTA Statement."

5. CLOSING.

5.1 Closing Date. The Closing referred to hereinbelow shall occur and shall be effective concurrently with termination of the Lease pursuant to Sections 1.5 and 3.1 of the Lease (the "Closing Date"). The Parties shall cooperate in order to cause the Closing to timely occur.

5.2 Closing. The consummation of the transaction contemplated herein ("Closing") shall occur on the Closing Date at the offices of _____ or such other escrow company as may be selected by Buyer (the "Escrow Holder"). Funds shall be deposited into escrow and held by Escrow Holder in a closing escrow account with a bank satisfactory to Buyer and Seller. Upon satisfaction or completion of all closing conditions and deliveries, the Parties shall direct the Escrow Holder to immediately record and deliver the closing documents to the appropriate Party or Parties and make disbursements according to the closing statements executed by Seller and Buyer. The Escrow Holder shall agree in writing with Buyer that (i) recordation of the Deed constitutes its representation that it is holding the closing documents, closing funds, and closing statements and is prepared and irrevocably committed to disburse the closing funds in accordance with the closing statements and (ii) release of funds to the Seller shall irrevocably commit it to issue the Title Policy or cause the Title Policy to be issued in accordance with this Agreement. Provided such supplemental escrow instructions are not in conflict with this Agreement as it may be amended in writing from time to time, Seller and Buyer agree to execute such supplemental escrow instructions as may be appropriate to enable Escrow Holder to comply with the terms of this Agreement. In the event of any inconsistencies between such supplemental escrow instructions and this Agreement, the provisions of this Agreement shall control.

5.3 Seller's Deliveries in Escrow. At least one (1) business day prior to the Closing Date, Seller shall deliver in escrow to the Escrow Holder the following:

(a) Deed. A grant deed on Escrow Holder's standard form, executed and acknowledged by Seller, conveying to Buyer the Property, subject only to the Permitted Exceptions (the "Deed");

(b) State Law Disclosures. Such disclosures and reports as are required by applicable state and local law in connection with the conveyance of real property;

(c) FIRPTA. A Foreign Investment in Real Property Tax Act affidavit executed by Seller. If Seller fails to provide the necessary affidavit and/or documentation of exemption on the Closing Date, Buyer may proceed with withholding provisions as provided by law;

(d) FORM 590-RE. A Nonresident Withholding Exemption Certificate for Real Estate Sales executed by Seller. If Seller fails to provide the necessary affidavit and/or documentation of exemption on the Closing Date, Buyer may proceed with withholding provisions as provided by law;

(e) Authority. Evidence of the existence, organization, and authority of Seller and of the authority of the persons executing documents on behalf of Seller reasonably satisfactory to the Escrow Holder and the Title Company; and

(f) Additional Documents. Any additional documents that Buyer, Escrow Holder, or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement.

5.4 Buyer's Deliveries in Escrow. Except as set forth below, at least one business day prior to the Closing Date, Buyer shall deliver in escrow to the Escrow Holder the following:

(a) Consent to Acceptance of Conveyance. An acceptance of the conveyance of the Deed to Buyer in a form sufficient for recordation, if required by applicable provisions of California law;

(b) Purchase Price. On or before 1:00 p.m. local time on the Closing Date, the Purchase Price, plus or minus applicable prorations, in immediate, same-day federal funds wired for credit into the Escrow Holder's escrow account or other immediately available funds; and

(c) Additional Documents. Any additional documents that Seller, Escrow Holder, or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement.

5.5 Closing Costs and Closing Statements. Seller shall pay all documentary transfer taxes and excise taxes, and one-half (1/2) of the escrow fees and charges. Buyer shall pay the title costs listed in Section 4 above and one-half (1/2) of the escrow fees and charges. All other costs and charges shall be allocated between Seller and Buyer in the manner customary to the County in which the Property is located. At least one (1) business day prior to the Closing Date, Seller and Buyer shall deposit with the Escrow Holder executed closing statements consistent with this Agreement in the form required by the Escrow Holder. If Seller and Buyer cannot agree on the closing statement to be deposited as aforesaid because of a dispute over the prorations and adjustments set forth therein, the Closing nevertheless shall occur and the amount in dispute shall be withheld from the Purchase Price and placed in an escrow with the Title Company, to be paid out upon the joint direction of the Parties or pursuant to court order upon resolution or other final determination of the dispute.

5.6 Title Policy. The Escrow Holder shall deliver to Buyer the Title Policy in accordance with the provisions of Section 4.

5.7 Possession. Seller shall deliver possession of the Property to Buyer at the Closing subject only to the Permitted Exceptions.

5.8 Taxes and Assessments. Buyer shall pay all property taxes and assessments against the Property that may be required to close the escrow.

6. MISCELLANEOUS.

6.1 Notices. All notices under this Agreement shall be effective upon (i) personal delivery to Buyer or Seller, as the case may be, or (ii) telecopier transmission with a hard copy deposited in United States mail, or (iii) one (1) business day after deposit with an overnight courier service (e.g., Federal Express), or (iv) three (3) business days after deposit in the United States mail, registered, certified, postage fully prepaid and addressed to the respective parties as follows:

To Seller: Ronald F. Miller and Ronnie D. Miller,
as Co-Trustees of the Ronald F. Miller Family Trust
1935 Sandalwood Avenue
Fullerton, CA 92835
Telephone No.: (714) 529-4214
Telecopier No.: (714) 529-4214

With a Copy to: Daniel C. Bowen, Esq.
Attorney at Law
801 E. Chapman Avenue, Suite 101
Fullerton, CA 92831
Phone: (714) 992-2600
Fax: (714) 680-0768

To Buyer: Fullerton Redevelopment Agency
303 W. Commonwealth Avenue
Fullerton, CA 92832
Attention: Executive Director
Telephone No.: (714) 738-6877
Telecopier No.: (714) 738-6843

With a Copy to: Rutan & Tucker, LLP
611 Anton Boulevard, Suite 1400
Costa Mesa, CA 92626
Attn: Jeffrey M. Oderman, Esq.
Telephone No.: (714) 641-5100
Telecopier No.: (714) 546-9035

To Escrow
Holder:

Attn: _____
Re: Escrow No.: _____
Telephone No.: _____
Telecopier No.: _____

or to such other address or addresses as a Party may from time to time designate in writing.

6.2 Entire Agreement. This Agreement and the Lease contain the entire agreement between the Parties respecting the matters herein set forth and supersede all prior agreements, whether written or oral, between the Parties respecting such matters. Any amendments or modifications hereto in order to be effective shall be in writing and executed by the Parties hereto.

6.3 Counterparts. This Agreement may be executed in any number of counterparts which together shall constitute the contract of the Parties.

6.4 Paragraph Headings. The paragraph headings herein contained are for purposes of identification only and shall not be considered in construing this Agreement.

6.5 Assignment. Buyer may assign its interest under this Agreement without the prior written consent of Seller to (i) any assignee or transferee of Buyer's rights as the Tenant under the Lease (including any assignee or transferee of such person or entity), (ii) the City of Fullerton, or (iii) any nominee for vesting purposes. Buyer shall provide Seller with written notice of any such assignment within ten (10) days prior to the Closing Date. Any such assignment shall be conditioned upon the assignee assuming all of the duties and obligations of the Buyer.

6.6 Attorneys' Fees. The prevailing party in any legal proceeding brought to enforce rights hereunder shall recover from the other party its reasonable attorneys' fees and costs. As used herein the term "prevailing party" means the party entitled to recover the costs in any suit, whether or not brought to judgment, and whether or not incurred before or after the filing of the suit.

6.7 Time Computations. Unless otherwise provided herein, in computing a period of days for performance or payment as provided hereunder, the first day shall be excluded and the last day shall be included. If the last day of any such period is Saturday, Sunday, or a legal holiday, the period shall extend to include the next day which is not a Saturday, Sunday, or legal holiday. Any performance or payment which must be taken or made under this Agreement must be taken or made prior to 5:00 p.m. on the last day of the applicable period provided hereunder for such action, unless another time is expressly specified. All references to time shall be to local Pacific Time. If a date for performance or payment falls on a holiday or weekend, the time for performance or payment shall be extended to the next business day, and if performance or payment has occurred on such weekend or holiday, it shall be deemed to have occurred on the next business day.

6.8 Exhibits. Any and all exhibits attached or to be attached hereto are hereby incorporated and made a part of this Agreement by reference.

6.9 Governing Laws. This Agreement shall be governed and construed in accordance with the internal laws of the State of California without regard to conflict of law principles.

6.10 Further Instruments. Each Party hereto shall from time to time execute and deliver such further documents or instruments as the other Party, its counsel, the Escrow Holder, or the Title Company may reasonably request to effectuate the intent of this Agreement,

including, without limitation, documents necessary for compliance with the laws, ordinances, rules, and regulations of any applicable governmental authorities.

6.11 Effective Date. The “Effective Date” hereof shall be the later of the date of either Seller’s or Buyer’s execution of this Agreement.

6.12 Brokerage Commissions. Seller and Buyer each represents and warrants to the other that no third party is entitled to a broker’s commission and/or finder’s fee with respect to the transactions contemplated by this Agreement or the Lease. Each Party agrees to indemnify, defend, and hold the other Party harmless from and against all claims, liabilities, costs, damages, and expenses, including without limitation, reasonable attorneys’ fees, reasonably incurred by such other Party as a result of any claim for fees or commissions based upon agreements by such Party, if any, to pay a broker’s commission and/or finder’s fee.

6.13 Information Report. Escrow Holder shall file and Buyer and Seller agree to cooperate with Escrow Holder and with each other in completing any report (“Information Report”) and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code Section 6045(e) regarding the real estate sales transaction contemplated by this Agreement, including, without limitation, Internal Revenue Service Form 1099-B, as such may be hereinafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereinafter promulgated by the Treasury Department with respect thereto. Buyer and Seller also agree that Buyer and Seller, their respective employees and attorneys, and Escrow Holder and its employees may disclose to the Internal Revenue Service, whether pursuant to such Information Report or otherwise, any information regarding this Agreement or the transaction contemplated herein as such Party reasonably deems to be required to be disclosed to the Internal Revenue Service by such Party pursuant to Internal Revenue Code Section 6045(e), and further agree that neither Buyer nor Seller shall seek to hold any such party liable for the disclosure to the Internal Revenue Service of any such information.

6.14 No Personal Liability. No officer, official, employee, agent, or representative of Buyer or the City of Fullerton shall be liable for any amounts due hereunder, and no judgment or execution thereon entered in any action hereon shall be personally enforced against any such officer, official, member, employee, agent, or representative.

6.15 Physical and Environmental Condition of the Property. Prior to the Closing Date, Buyer will have occupied the Property for approximately twenty (20) years pursuant to the Lease. The Buyer has agreed to accept possession of the Property in an “as-is” physical and environmental condition pursuant to the Lease, subject only to certain limited representations and warranties of Seller thereunder. Given that Buyer will have had sufficient time during the Lease Term to verify that Seller’s limited representations and warranties are accurate and to exercise whatever rights or remedies Buyer might have under the Lease if such is not the case, Seller and Buyer agree that Buyer shall accept the Property at the Closing provided for in this Agreement in a completely and unconditional “as-is” physical and environmental condition, without any express or implied representations or warranties by Seller whatsoever.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first above written.

Ronald F. Miller

RONALD F. MILLER, as Co-Trustee of the
RONALD F. MILLER FAMILY TRUST

Ronnie D. Miller

RONNIE D. MILLER, as Co-Trustee of the
RONALD F. MILLER FAMILY TRUST

“Seller”

FULLERTON REDEVELOPMENT AGENCY

By: *Mike Clesceri*

Name: MIKE CLESCECI

Title: Chairman

“Buyer”

EXHIBIT "A"

LEGAL DESCRIPTION OF LAND

All that certain real property situated in the County of Orange, State of California, described as follows:

PARCEL 1:

That portion of the Southeast quarter of Section 28, Township 3 South, Range 10 West, in the Rancho San Juan Cajon de Santa Ana, City of Fullerton, County of Orange, State of California, as per map recorded in Book 51 page 7 of Miscellaneous Maps, in the office of the County Recorder of said county, described as follows:

BEGINNING at a point on the center line of Chapman Avenue, west 190.00 feet from the Southeast corner of said Sections; thence West 300.00 feet along said center line; thence North parallel with and West 490.00 feet from the East line of said section to the South line of Block 1 of Hermosa Addition, as per map recorded in Book 7 page 47 of said Miscellaneous Maps; thence Northeasterly along said south line to the southeast corner of Lot 2 in said Block 1; thence South parallel with and West 190.00 feet from the East line of said section to the point of beginning.

EXCEPT the West 170.00 feet thereof.

Parcel 2:

The East 70.00 feet of the West 170.00 feet of that portion of the Southeast quarter of Section 28, Township 3 South, Range 10 west, in the Rancho San Juan Cajon de Santa Ana, City of Fullerton, County of Orange, State of California as per map recorded in Book 51 page 7 of Miscellaneous Maps, in the office of the County Recorder of said county, described as follows:

BEGINNING at a point on the center line of Chapman Ave., West 190.00 feet from the Southeast corner of said section; thence west 300.00 feet along said center lines thence North parallel with and West 490.00 feet from the East line of said section to the south line of Block 1 of Hermosa Addition, as per map recorded in Book 7 page 47 of said Miscellaneous Maps; thence Northeasterly along said South line to the Southeast corner of Lot 2 in said Block 1; thence South parallel with and west 190.00 feet from the East line of said section to the point of beginning.

Assessor's Parcel Number: **032-212-15**