

PURCHASE AND SALE AGREEMENT

(Pacific Electric Right-Of-Way)

30738

THIS PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS ("Agreement") is entered into this 20th day of June, 2008 between the CITY OF LONG BEACH ("Buyer") and the REDEVELOPMENT AGENCY OF THE CITY OF LONG BEACH, CALIFORNIA ("Seller").

1. Purchase and Sale. Upon the terms and conditions contained herein, Buyer agrees to purchase from Seller and Seller agrees to sell to Buyer the real property described in Exhibit "A" (the "Property").
2. Purchase Price. The purchase price ("Purchase Price") of the Property shall be One Million Two Hundred Thousand Dollars (\$1,200,000.00).
3. Closing Date. The terms "Closing Date" or "Closing" shall mean the date in which the Quitclaim for the Property is recorded as provided for in Section 4 below. The Closing Date for the purchase and sale of the Property shall be a date on or before sixty (60) calendar days from the date set forth above; provided that Buyer and Seller may mutually agree to extend the Closing Date by providing written notice of such extension.
4. Recordation of Quitclaim. As required in this Agreement, the parties hereto shall record the Quitclaim on or before the Closing Date in the Official Records of Los Angeles County, California.
5. Indemnification. Seller shall indemnify and hold harmless Buyer and its agents, attorneys, successors and assigns from and against all present and future liability, losses, claims, actual damages, penalties, fines, forfeitures, response costs and expenses (including all out-of-pocket litigation costs and reasonable attorneys fees) directly or indirectly arising from or attributable to (1) any litigation arising from this transaction and (2) the cost of any required or necessary repair, cleanup, or detoxification and the preparation of any closure or other required plans, whether such

action is required or necessary prior to or following transfer of title to the Property, to the extent that such action is attributable, directly or indirectly to any "hazardous substances" or "toxic substances" located on the Property. For the purposes of this section, "hazardous materials" shall include, but not be limited to, substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq.; Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq.; Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances defined as "hazardous wastes" in Section 25117 of the California Health and Safety Code and in the regulations adopted and publications promulgated pursuant to said laws.

6. Costs and Prorations. Closing costs shall be borne as follows:

- A. Any transfer taxes shall be borne by the Seller.
- B. All recording charges shall be borne by the Seller.
- C. Document preparation fees and all other fees and charges, if

any, shall be paid by Seller.

7. Waiver, Consent and Remedies. Either party may specifically and expressly waive in writing any breach by the other party of any provision of this Agreement, but no such waiver shall constitute a further or continuing waiver of any preceding or succeeding breach of the same or any other provision. The consent by one party to any act by the other for which such consent was required shall not be deemed to imply consent or waiver or the necessity of obtaining such consent for the same or similar acts in the future. No waiver or consent shall be implied from silence or any failure of a party to act, except as otherwise specified in this Agreement.

8. Further Documents and Acts. Each of the parties hereto agree to cooperate in good faith with each other, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under

this Agreement.

9. Costs. If there is any legal proceedings between the parties to enforce or interpret this Agreement or to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expense, including reasonable attorneys' fees.

10. Entire Agreement. This Agreement contains all of the covenants, conditions and agreements between the parties and shall supersede all prior correspondence, agreements and understandings, both verbal and written.

11. Notices. All written notices required to be given pursuant to the terms hereof shall be either delivered by hand delivery or deposited in the United States mail first class, postage prepaid and addressed as follows:

Buyer: Redevelopment Agency of the
 City of Long Beach, California
 333 West Ocean Boulevard, 4th Floor
 Long Beach, CA 90802
 Attention: Executive Director

Seller: City of Long Beach
 333 West Ocean Boulevard, 3rd Floor
 Long Beach, CA 90802
 Attention: Director of Community Development

The foregoing positions and addresses may be changed by written notice to the other party as provided herein.

12. Time. Time is of the essence of every provision of this Agreement in which time is an element.

13. Authority. Each person executing this Agreement warrants that he/she has the authority to so execute this Agreement and that no further approval of any kind is necessary to bind the parties hereto.

14. Amendments. No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing by both Buyer and Seller.

15. Survival of Provisions. The agreements and indemnities set forth in

this Agreement will remain operative, will be deemed made at the close of Escrow, and will survive the Closing and the execution of delivery of the Quitclaim.

IN WITNESS WHEREOF, the parties hereto have executed one or more copies of this Agreement as of the day and year indicated below.

CITY OF LONG BEACH

Dated: 6.20, 2008

By:  Assistant City Manager

Name: PATRICK H. WEST
Title: CITY MANAGER

**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.**

BUYER

REDEVELOPMENT AGENCY OF THE
CITY OF LONG BEACH, CALIFORNIA

Dated: 6/17, 2008

By:  EXECUTIVE DIRECTOR

Name: CRAIG BECK
Title: EXECUTIVE DIRECTOR

SELLER

Approved as to form this 18th day of June, 2008.

ROBERT E. SHANNON, City Attorney of
the City of Long Beach


By:  Assistant

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN IS SITUATED IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1 OF PARCEL MAP NO. 24110, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 272, PAGES 1 THROUGH 3 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM, ALL MINERALS AND MINERAL RIGHTS, INTEREST AND ROYALTIES, INCLUDING, WITHOUT LIMITING THE GENERALITY THEREOF, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS, IN AND UNDER SAID PROPERTY; HOWEVER, GRANTOR, OR ITS SUCCESSORS AND ASSIGNS, SHALL NOT HAVE THE RIGHT FOR ANY PURPOSE WHATSOEVER TO ENTER UPON, INTO OR THROUGH THE SURFACE OF SAID PROPERTY IN CONNECTION THEREWITH, AS RESERVED BY SOUTHERN PACIFIC TRANSPORTATION COMPANY, A DELAWARE CORPORATION, IN DEED RECORDED MAY 11, 1989 AS INSTRUMENT NO. 89-760822, OFFICIAL RECORDS.

APN: 7211-017-037